Employee Handbook

Sunnyside Unified School District’s Mission Statement

Our mission is to develop students with a strong sense of identity, purpose and agency, so that they leave our system as effective learners who act with purpose to achieve the conditions they desire in their own and others’ lives.
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INTRODUCTION

A NOTICE TO EMPLOYEES
This handbook has been updated and replaces any prior handbooks. These policies and procedures cannot be amended or altered by oral statements; only written amendments by authorized management officials will constitute changes to statements made in this handbook.

This handbook summarizes policies and procedures for all Sunnyside Unified School District employees. The benefits described are generally available only to eligible employees. Regular part-time employees may be eligible for certain benefits (see “Benefits for Part-Time Employees”) Policies, procedures and benefits described in this handbook may be improved, modified or terminated at any time at the discretion of the Governing Board.

The statements in this handbook do not create an express or implied contract between us for employment or for any benefit. All employees of the school district are employees at will. Employees are free to resign at any time, and the company, likewise, retains the right to terminate an employee’s employment at any time.

This handbook contains only a summary of some of the District’s policies and procedures. For complete information, see the Governing Board Policy online. You may also visit ww.susd12.org for more information on the Sunnyside District.

In order to assist you in looking up information online, policy numbers have been inserted in all the sections mentioned. The Governing Board Policies are located on-line on the Sunnyside website, and www.asba.org.

The possession of this handbook does not designate employment. This handbook is not a contract.

ABOUT OUR SCHOOL DISTRICT

Our Vision:
Every child... College, Career and Community Ready.

Our Mission:
Our mission is to develop students with a strong sense of identity, purpose and agency, so that they leave our system as effective learners who act with purpose to achieve the conditions they desire in their own and others’ lives.

Updated 2018/19
History:
Established in 1921 the Sunnyside Unified School District is the second-largest district in Southern Arizona serving more than 14,000 students and families. Located in a culturally-diverse community and surrounded by two First Nations—the Tohono O’odham and Pascua Yaqui Tribe—our learning community is flanked by an aerospace and innovation corridor, such that our district is positioned to lead our students into the 21st century through excellence in pedagogy, world-class career and technical education, and a legacy of athletic excellence and passion for the fine arts.

Profile of a Graduate:
Sunnyside's Profile of a Graduate provides an unparalleled level of clarity that aligns our mission, vision, and the work. This roadmap outlines five competencies, key to each student’s journey towards graduation: 1). Knowledge for Learning, 2). Knowledge for Impact, 3). Creative Confidence, 4). Critical Consciousness, and 5). Self and Systems Awareness.

Sunnyside serves families with children from birth to grade 12. The nationally recognized Ocotillo Early Learning Center is the District’s high quality, developmentally appropriate early childhood center serving children ages birth to five of all abilities in an inclusive, nurturing, stimulating environment. Programs include Title One preschool, early childhood special education, Parents as Teachers, Family Literacy and a fee-based pre-school program.

The Sunnyside District has a technology-rich digital learning environment where every student grades 4 through 12 have laptops assigned for use daily in classes and throughout the school year. Instructional content is primarily online which includes unique and innovative curriculum that is current with today’s learning needs. Of the District’s 12 elementary schools, 10 support kindergarten through grade 6 and one elementary school provides for kindergarten through grade 5. The District hosts two district-wide magnet schools that draw their enrollment from across the district; Gallego Primary School (grade K-3) and Gallego Intermediate Fine Arts Magnet School (grades 4-8). Another unique grade level school is Sierra 2-8 School that partners with Ocotillo Early Learning Center (K-1) to create a sustained learning environment for student enrollment grades K-8.

The District has a Serving Unique Needs (SUN) gifted program serving 988 (6%) who have been identified as having at least an above average ability (7th stanine or above on a group or individual IQ measure); demonstrate high levels of task commitment and high levels of creativity.

Two middle schools in the Sunnyside District provide enrollment for grades 7 and 8. One school enrolls the traditional middle school grades 6-8. There is one alternative high school, two comprehensive high schools and a virtual high school, Sunnyside Online Success Academy that provides fully online and blended learning environments. The Comprehensive high schools have a smaller freshman academy and a College and Career “Academy” structure for grades 10-12 that provides a small learning community learning environment.

Our six College and Career Academies provide innovative, relevant and engaging connected learning opportunities centered on the career interests of students.

The Academies provide an individualized high school experience that allows students to explore a variety of pathways to graduation and college or career. The Academies offered include Aviation and Military Science (AFJROTC), Engineering Sciences, Information Technology /Computer Repair, Mechanical Drafting & Design (3-D), Precision Manufacturing, Sports Medicine, Business Management and Administrative Services, Communications Media and Marketing – Entrepreneurship.

Updated 2018/19
ABOUT BOARD POLICIES

Generally, the role of a Board is to set policy, and the role of the administration is to execute it. The basic distinction as set forth by the National school boards Association is:

- **Policies** are principles adopted by the Board to chart a course of action. They tell what is wanted and may include also why and how much. They are broad enough to indicate a line of action to be taken by the administration in meeting a number of day-to-day problems; they need to be narrow enough to give the administration clear guidance.
- Regulations are the detailed directions developed by the administration to put policy into practice. They tell how, by whom, where, and when things are to be done.
- Exhibits are checklists, samples, documents, forms, and other informational items to assist in implementing policies or procedures.
- The state and federal governments at times require governing boards to make detailed rules, or the Governing Board may decide that such rules are necessary. In site of the detailed nature of such rules, once adopted by the board they become policy.

Therefore:

- Where the Board has voluntarily adopted statements of principle or written regulations required by law or has established a position in particularly sensitive areas and one or more of them are incorporated into policy, the entire statement is presented as policy.
- Where the Board has adopted rules concerning its own operations (for instance, how it conducts meetings), these statements concerning the operations of the Board also appear as policy.

As long as the administration operates within the guidelines of policy adopted by the Board, it may issue regulations without prior Board approval unless Board action is required by law or unless the Board has specifically directed that certain types of regulations be given Board approval. The Board is informed of all district regulations issued by the administration and all are subject to Board review.

WELCOME TO SUNNYSIDE UNIFIED SCHOOL DISTRICT

You have joined a district on the move, and we are glad you are now part of our team. You can help keep us the leader in the world of education.

Over the years, no one has yet found a way to improve on honesty, hard work, fairness and ethics, either as a way to do business or as a way to lead their lives. These are the values we look for in Sunnyside employees -- plus enthusiasm!

We Are Glad You Are Here

Working at Sunnyside Unified School District is a challenging and rewarding experience. You will meet a diverse group of employees who are excited about working for our dynamic district.

This handbook provides, in general terms, answers to some of the questions you may have as an employee. Many of the points have been, or will be, covered by your Administrator or in your New Hiring Orientation meeting. This handbook is a supplement to those discussions. It can be difficult to remember everything explained during the first days on the job, so please take a few minutes to review this material in the next couple weeks, and do not hesitate to ask your Administrator or a Human Resources Specialist if you have questions or suggestions.

Our School District Communications

Sunnyside Unified School District provides online resources to give you the opportunity to learn more.

- Sunnyside Unified School District home page http://www.sunnysideud.k12.az.us/ for up to date information about our school district, including operations, press releases, awards, financial reports, and job opportunities.

Updated 2018/19
● The publication, Your Sunnyside Story, is published by the Public Relations department several times during the year.

● Sunnyside Unified School District is on Facebook. Sign up for Facebook to connect with Sunnyside Unified School District.

WHAT WE STAND FOR

Sunnyside Unified School District’s Vision
Every child... College, Career and Community Ready.

Sunnyside Unified School District’s Mission Statement
Our mission is to develop students with a strong sense of identity, purpose and agency, so that they leave our system as effective learners who act with purpose to achieve the conditions they desire in their own and others’ lives.

We Believe
We believe that….
● All Students can learn in different ways and at different times, using their own unique skills and talents.

● The learning process varies from student to student. Schools must ensure that all students develop to their maximum potential.

● All Students are expected to meet or exceed the Arizona Academic Standards. The rate at which students will meet these standards may vary, but the high expectations for their success will not.

● The school and the community work together to promote and provide a caring learning environment to ensure the success of all students.

● School shall empower all students to view themselves as successful learners and worthwhile persons.

● Learning is maximized when significant, positive relationships exist between teachers and learners.

● Students will be most successful when their learning experiences are connected to their life experiences.

● All Professional activities must be research-based and aligned with best practices.

Challenge and Opportunity
Our strong performance is accomplished by strong performers and the district’s expectations of performance are higher than most districts. For those willing to work hard, who want to learn and grow, Sunnyside School District offers challenges and opportunities. Our Administrators strive to provide leadership that:

● Fosters a sense of common effort and shared values.

● Encourages creativity and development.

● Emphasizes long-term as well as short-term goals.

● Shows employees what is expected and how they are doing.

Updated 2018/19
Focuses on success and how you can achieve it.

We are committed to creating an environment in which you can do your best work. That means that we are committed to equal employment opportunity, to ethical conduct, and to a workplace free of discrimination and harassment. It also means our district culture focuses on people - you and your colleagues - and how we interact with one another on a day-to-day basis.

Here are some ways you can help create a professional and productive work environment:

- Be cooperative - That means cooperating with people inside and outside of the district, to the best of your ability.
- Be helpful - The ability to help others meet their needs is a key function for all employees.
- Deal quickly with conflict - If you find yourself in conflict with another employee, try to have a private discussion as soon as possible. As the district grows, it may be more common to get “out of sync” from time to time. The more quickly and constructively you deal with potential conflict, the better the outcome.
- Be flexible - Be flexible enough to look at situations from diverse point of view. Creativity requires an open mind and the ability to reconsider.
- Develop your abilities - The broader your knowledge and experience, the greater your contribution and potential for increased responsibilities in the district.
- Explore advancement opportunities - If you are meeting your agreed-upon responsibilities, feel free to explore other areas of the company where you have an interest in expanding your knowledge.
- Celebrate good work - Let those around you know how much you appreciate their efforts.
- Help others to develop - If you treat people in special ways, they will show you their most special work.
- Take time, or make time for your personal life - A healthy, productive person values and invests time and energy in all facets of life.
- Realize you DO make a difference; everyone’s job is important!

EMPLOYEES JOB

STAFF CONDUCT

Your performance and professionalism are an important part of our district’s reputation. Our policies regarding conduct are designed to benefit both employees and the district. We expect you to use common sense and reasonable judgment at all times. Misconduct or inappropriate behavior are serious matters and can jeopardize employment.

Behavior problems affecting performance will be dealt with on an individual basis. An employee’s previous work history may be taken into account in determining the appropriate action to be taken. Other considerations might include the seriousness of the offense, harm and damage caused, and any criminal considerations.

Policy: GBEB Staff Conduct

STAFF CONDUCT

All employees of the District are expected to conduct themselves in a manner consistent with effective and orderly education and to protect students and District property. No employee shall, by action or inaction, Updated 2018/19
interfere with or disrupt any District activity or encourage any such disruption. No employee, other than one who has obtained authorization from the appropriate school administrator, shall carry or possess a weapon on school grounds. All employees shall at all times attempt to maintain order, abide by the policies, rules, and regulations of the District, and carry out all applicable orders issued by the Superintendent.

Potential consequences to employees of the District who violate these rules may include, but are not limited to:

- Removal from school grounds.
- Both civil and criminal sanctions, which may include, but are not limited to, criminal proceedings under Title 13, Chapter 29, Arizona Revised Statutes.
- Warning.
- Reprimand.
- Suspension.
- Dismissal.
- Having consideration given to any such violations in the determination of or establishment of any pay or salary in later contracts or employment, if any.

**Reporting Suspected Crimes or Incidents**

Staff members are to report any suspected crime against a person or property that is a serious offense, involves a deadly weapon or dangerous instrument or that could pose a threat of death or serious injury to employees, students or others on school property. All such reports shall be communicated to the Superintendent who shall be responsible for reporting to local law enforcement.

A person who is employed by the School District or is an applicant for employment with the School District, who is arrested for or charged with any non-appealable offense listed in section 41-1758.03, subsection B and who does not immediately report the arrest or charge to the person's supervisor or potential employer is guilty of unprofessional conduct and the person shall be immediately dismissed from employment with the School District or immediately excluded from potential employment with the School District. A person dismissed from employment for failure to report being arrested for or charged with a non-appealable offense has no right to appeal under the provisions of A.R.S. 15-539, subsection G. Prior to an action to terminate for failure to report, an employee will be given the opportunity to provide a written explanation of circumstances or events which they believe mitigate the failure to report.

**Use of Physical Force by Supervisory Personnel**

Any administrator, teacher, or other school employee entrusted with the care and supervision of a minor may use reasonable and appropriate physical force upon the minor to the extent reasonably necessary and appropriate to maintain order. Similar physical force will be appropriate in self-defense, in the defense of other students and school personnel, and to prevent or terminate the commission of theft or criminal damage to the property of the District or the property of persons lawfully on the premises of the District.

The threat or use of physical force is not justified as a response to verbal provocation alone, nor when the degree of physical force used is disproportionate to the circumstances or exceeds that necessary to avoid injury to oneself or to others or to preserve property at risk.

**Policy: GBEB-R Staff Conduct**

**STAFF CONDUCT**

No employee, while on or using school property, otherwise acting as an agent, or working in an official capacity for the District shall engage in:

A. Physical or verbal abuse, or threat of harm to anyone.

B. Causing damage, or threat of damage, to property of the District or property of a member of the community or a visitor to the school when the property is located on premises controlled by the District.

Updated 2018/19
C. Forceful or unauthorized entry to or occupation of District facilities, including buildings and grounds.

D. Use, possession, distribution, or sale of alcohol or drugs or other illegal substances.

E. Use of profane or abusive language, symbols, or conduct.

F. Failure to comply with lawful direction of District officials, security officers, or any other law-enforcement officer, or failure to identify oneself to such officials or officers when lawfully requested to do so.

G. The carrying or possession of a weapon on school grounds without authorization from the appropriate school administrator.

H. A violation of District policies and regulations.

I. Any conduct violating federal, state, or applicable municipal law or regulation.

J. Any other conduct that may obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions of the District, or any other activity sponsored or approved by the Board.

K. The use of District resources, as defined in A.R.S. 15-511 and District Policy GBI, Staff Participation in Political Activities, to influence the outcome of an election.

In addition to the foregoing, all staff members are expected to:

A. Thoroughly acquaint themselves with the rules, regulations, and other information applicable to them contained within the policies of the Board.

B. Conduct themselves in a manner consistent with effective and orderly education and to protect the students and the District property.

C. Maintain order in a manner consistent with District policies and regulations.

D. Comply promptly with all orders of the Superintendent and the administrator who is their immediate supervisor.

E. Dress and maintain a general appearance that reflects their position and does not detract from the educational program of the school.

F. Comply with the requirement of A.R.S. 15-515 by immediately reporting to the Superintendent or the administrator who is their immediate supervisor:

1. A violation of A.R.S. 13-3102 [possession of a deadly weapon on school grounds].

2. A violation of A.R.S. 13-3111 [possession of a firearm by a minor without authorization (in Maricopa and Pima Counties and where otherwise adopted by local ordinance)].

3. A violation of A.R.S. 13-3411 [possession, use, or intent to sell marijuana, peyote, or dangerous or narcotic drugs, or intent to sell prescription-only drugs in a drug-free school zone (i.e., school grounds and the area within three hundred [300] feet and public property within one thousand [1,000] feet of school grounds, the area at a school bus stop, and a school bus)].
Any administrator receiving a report of a violation of A.R.S. 13-3102, 13-3111, or 13-3411 shall immediately report such violation to a peace officer in compliance with A.R.S. 15-515.

Employees of the District who violate these rules are subject to discipline action.

STAFF CONDUCT WITH STUDENTS

Policy: GBEBB Staff Conduct with Students

STAFF CONDUCT WITH STUDENTS

Employees are expected to exercise general supervision over the conduct of students, not only while in the schoolroom, but also before and after school and during recess. At all times teachers and other staff members will accord students the dignity and respect that they deserve, and avoid embarrassing any student unnecessarily.

Students are expected to regard all school employees as individuals who are employed to provide direct or indirect contributions to learning. While students are to have considerable latitude in making choices for themselves, they shall be required to respect the rights of all school employees and other students, and interference with those rights will not be tolerated.

Students shall not have the right to interfere with the efforts of instructional staff members to coordinate or assist in learning, to disseminate information for purposes of learning, or to otherwise implement a learning program. Nor shall a student have the right to interfere with the motivation to learn nor the learning activities and efforts of other students. No student shall have the right to interfere with or disrupt any employee’s work activities.

All personnel employed by the District are expected to relate to students of the District in a manner that maintains social and moral patterns of behavior consistent with community standards and acceptable professional conduct.

Relationships between staff members and students that include “dating,” “courtship,” or “romantic involvement” are prohibited. These behaviors deviate from ethical or professional standards and shall be deemed unacceptable and contrary to the expectations of District governance.

Staff/student relationships shall reflect mutual respect between staff members and students and shall support the dignity of the entire profession and educational process.

Violations of the above shall be considered serious and may result in severe disciplinary action.

Policy: GBEC Drug-Free Workplace

DRUG-FREE WORKPLACE

No employee shall violate the law or District policy in the manufacture, distribution, dispensing, possession, or use, on or in the workplace, of alcohol or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C.F.R. 1308.11 through 1308.15.

Workplace includes any school building or any school premises and any school-owned vehicle or any other school-approved vehicles used to transport staff members or students to and from school or school activities or on school business. Off school property, the workplace includes any school-sponsored or school-approved activity, event, or function where students or staff members are under the jurisdiction of the District. In addition, the workplace shall include all property owned, leased, or used by the District for any educational or District business purpose. Any employee who has been convicted under any criminal drug statute for a violation occurring in the workplace, as defined above, shall notify the supervisor within five (5) days thereof that such conviction has occurred.

Updated 2018/19
As a condition of employment, each employee shall abide by the terms of the District policy respecting a drug-free workplace.

Any employee who violates this policy in any manner is subject to discipline, which may include, but is not limited to, dismissal.

No employee shall violate the law or District policy in the manufacture, distribution, dispensing, possession, or use, on or in the workplace, of alcohol or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C/F.R. 1308.11 through 1308.15.

Workplace includes any school building or any school premises and any school-owned vehicle or any other school-approved vehicles used to transport staff members or students to and from school or school activities or on school business. Off school property, the workplace includes any school-sponsored or school-approved activity, event, or function where students or staff members are under the jurisdiction of the District. In addition, the workplace shall include all property owned, leased, or used by the District for any educational or District business purpose. Any employee who has been convicted under any criminal drug statute for a violation occurring in the workplace, as defined above, shall notify the supervisor within five (5) days thereof that such conviction has occurred.

As a condition of employment, each employee shall abide by the terms of the District policy respecting a drug-free workplace.

Any employee who violates this policy in any manner is subject to discipline, which may include, but is not limited to, dismissal.

**Policy: GBECB Nonmedical use or Abuse of Drugs or Alcohol**

**Employee Drug Use, Abuse or Possession**

The nonmedical use, abuse, or possession of drugs and/or use or possession of alcohol is forbidden on District property or at District-sponsored activities. Employees determined to be in possession of, using, or abusing drugs or alcohol shall be reported immediately to the employee's principal or supervisor. The Superintendent shall be notified immediately.

The Superintendent shall conduct an investigation in consultation with legal counsel as necessary. Employees that violate this policy may be disciplined up to and including termination. If the investigation shows sufficient evidence to suggest that the employee was involved with distribution or otherwise in violation of the law, law enforcement authorities shall be notified.

**Medical Marijuana**

The District recognizes Arizona's medical marijuana law and shall not discriminate against a person in hiring, termination or imposition of any term or condition of employment or otherwise penalize a person on the basis of the person's status as an eligible medical marijuana cardholder, or as a registered qualifying patient, having a positive drug test for marijuana components or metabolites, unless the person used, possessed or was impaired by marijuana on District property, at a District event, or during the hours of the person's regular or extended hours of employment, or as prescribed by law.

**Policy: GBECB ALCOHOL USE BY STAFF MEMBERS**

**(Illegal Drugs)**

The use or possession of intoxicants or illegal drugs on school property or at school events is prohibited.

Updated 2018/19
Any person in violation of the provisions of the above paragraph shall be subject to removal from school property and shall be subject to prosecution in accordance with the provisions of the law.

Staff members of the District who are in violation of the provisions of this policy shall be subject to disciplinary actions in accordance with the provisions of school regulations.

A staff member who apparently has consumed alcoholic beverages or illegal drugs on or off school property and/or before a school activity will not be allowed to be on school property or to participate in school activities. Staff members who violate this policy will be subject to the same penalties as for possession and/or consumption on school property.

An employee of the District who, pursuant to local conditions or an employment contract with the District, resides on District property or resides in District housing may possess and use alcohol at the employee's residence subject to the following restrictions:

- The employee shall not possess (except for possession at said residence), sell, offer to sell, transfer, use, or be under the influence of alcohol while on duty.
- Any alcohol consumption that occurs on school property when the employee is not on duty shall be done in moderation and shall occur within the employee's residence.

**Policy: GBED Smoking by Staff Members**

**SMOKING BY STAFF MEMBERS**

The possession or use of tobacco products is prohibited in the following locations:

- School grounds
- School buildings
- School parking lots
- School playing fields
- School buses and other District vehicles
- Off-campus, school-sponsored events

Under the provisions of A.R.S. 36-798.03, a person who violates the prohibition is guilty of committing a petty offense.

The prohibitions do not apply to an adult when possession or use of tobacco products are for demonstration purposes as a necessary instructional component of a tobacco prevention or cessation program that is:

- Approved by the school
- Established in accord with Arizona Revised Statute 15-712

**Policy: GBPD Drug and Alcohol Testing of Employees**

**DRUG AND ALCOHOL TESTING OF EMPLOYEES**

*(Other than Transportation Employees)*

Under this policy, any employee of the District, other than a transportation employee, must submit to drug and alcohol testing if the employee’s supervisor has reason to believe that the employee’s job performance has been impaired by the use of alcohol or a drug.

In addition to the above, an employee shall voluntarily submit to drug and alcohol testing:

- After being involved in an accident involving a school vehicle; or

Updated 2018/19
• After an accident involving equipment used in the performance of the employee’s duties; and when, based on knowledge of the events and circumstances of an accident, the supervisor has reason to believe that the employee’s involvement in the accident was influenced by the use of alcohol or a drug. When possible, the reason shall be documented by an affidavit signed by the supervisor.
• The Superintendent shall develop procedures for drug and alcohol testing of employees subject to the following:
  • The District shall assume the costs of the drug and alcohol testing of employees.
  • An employee who refuses to submit to drug and alcohol testing or whose test results are positive may be terminated from employment.
  • An employee who is to be terminated as a result of test findings shall be granted an appeal, upon request, under Policies GCQF and GDQD, as appropriate, as well as relevant provisions of Arizona law.

EQUAL EMPLOYMENT OPPORTUNITY

The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person’s race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. It is also illegal to discriminate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

The laws apply to all types of work situations, including hiring, firing, promotions, harassment, training, wages, and benefits.

Sunnyside Unified School District is committed to equal opportunity for all. We are committed to building a company whose employees reflect the true diversity of our community.

Policy: GBA Equal Employment Opportunity

EQUAL EMPLOYMENT OPPORTUNITY

Discrimination against an otherwise qualified individual with a disability or any individual by reason of race, color, religion, sex, age, or national origin language of origin, sexual orientation, gender identity or expression, or marital status is prohibited. Efforts will be made in recruitment and employment to ensure equal opportunity in employment for all qualified persons.

Any report or complaint that there has been a violation of this policy should be made using the process set out in AC-R, titled 'Nondiscrimination/Equal Employment Opportunity Complaint Process.” Complaints may be filed using the form set out in AC-E.

Complaint Procedure

The District is committed to investigating each complaint and taking appropriate action on all confirmed violations of policy. The Superintendent shall investigate and document complaints filed pursuant to this regulation as soon as reasonable. In investigating the complaint, the Superintendent will maintain confidentiality to the extent reasonably possible. The Superintendent shall also investigate incidents of policy violation that are raised by the Governing Board, even though no complaint has been made.

If, after the initial investigation, the Superintendent has reason to believe that a violation of policy has occurred, the Superintendent shall determine whether or not to hold an administrative hearing and/or to recommend bringing the matter before the Board.

If the person alleged to have violated policy is a teacher or an administrator, the due process provisions of the District’s Policy GCQF shall apply, except that the supervising administrator may be assigned to

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conduct the hearing. In cases of serious misconduct, dismissal or suspension proceedings in accordance with A.R.S. 15-539 et seq. may be initiated.

If the person alleged to have violated policy is a support staff employee, the Superintendent may follow due process and impose a discipline under Policy GDQD if the evidence so warrants. The Superintendent also may recommend a suspension without pay, dismissal, or impose other appropriate discipline.

If the person alleged to have violated policy is a student, the Superintendent may impose discipline in accordance with policies JK, JKD and JKE.

If the Superintendent’s investigation reveals no reasonable cause to believe policy has been violated, the Superintendent shall so inform the complaining party in writing.

EMPLOYEE STATUS

Your employment status is determined by the number of hours you are regularly scheduled to work and the expected duration of your employment.

- A Full-time regular employee is one who is regularly scheduled to work at least 30 to 40 hours each week for an unspecified period of time. A full-time employee is eligible for all available benefits.
- A part-time regular employee is one who is regularly scheduled to work at least 20 to 29 hours per week on a continuing basis. A part-time regular employee may occasionally work more hours, but this does not change employment status. Part-time regular employees are eligible for many, but not all benefits.
- A part-time employee who is scheduled to work less than 20 hours each week on a continuing basis, whether from date of hire or calendar year, is not eligible for benefits.
- A substitute employee is one who is hired for a specific length of time, usually of a short-term nature. A substitute employee may be hired on a full- or part-time basis. Substitute’s employees are not eligible for benefits.

ETHICS

Business ethics are ethics that refer to the moral rules and regulations governing the business world. They are the moral values that guide the way corporations or other business make decisions. Some business ethics are imposed by law. While the law imposes some ethical rules, legislation cannot possibly define business ethics as a whole and cannot address every situation in which ethical dilemmas may arise.

Correct ethical and legal conduct is particularly at the heart of the operation of a school district engaged in communications with and on behalf of all employees. In all matters and in all divisions, the highest professional standards must be practiced in every activity by every administrator, director and employee to guarantee the independence and the integrity of all our educational needs. We believe respect for others and our commitment to diversity, represent vital strengths of our District. In every case, necessary safeguards must be maintained to prevent and action or any association that might reflect adversely, directly or indirectly, upon Sunnyside Unified School District.

CONFLICTS OF INTEREST

A “conflict of interest” exists when a person’s private interest interferes in any way with the interests of the District. A conflict situation can arise when an administrator, director or employee takes actions or has interests that may make it difficult to perform his or her Districts work objectively and effectively. Conflicts of interest also arise when an administrator, director or employee of his or her family, receives improper personal benefits as a result of his or her position with the District.
STAFF ETHICS
(Statement of Ethics for School Employees)

All employees of the District are expected to maintain high standards in their school relationships. These standards must be idealistic and at the same time practical, so that they can apply reasonably to all staff members. The employees acknowledge that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, every employee assumes responsibility for providing leadership in the school and community. This responsibility requires the employee to maintain standards of exemplary conduct. It must be recognized that the employee’s actions will be viewed and appraised by the community, associates, and students. To these ends, the Board adopts the following statements of standards.

The school employee:

- Makes the well-being of students the fundamental value of all decision making and actions.
- Maintains just, courteous, and proper relationships with students, parents, staff members, and others.
- Strives for the maintenance of efficiency and knowledge of the developments in the employee’s field of work.
- Fulfills job responsibilities with honesty and integrity.
- Directs any criticism of other staff members or of any department of the school system toward improving the District. Such constructive criticism is to be made directly to the school administrator who has the responsibility for improving the situation.
- Supports the principle of due process and protects the civil and human rights of all individuals.
- Obey local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
- Implements the Governing Board’s policies and administrative rules and regulations.
- Refrains from using school contact and privileges to promote partisan politics, sectarian religious views, or selfish propaganda of any kind.
- Pursues appropriate measures to correct any laws, policies, or regulations that are not consistent with sound educational goals.
- Avoids using position for personal gain through political, social, religious, economic, or other influence.
- Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
- Stresses the proper use and protection of all school properties, equipment, and materials.
- Honors all contracts until fulfillment or release.

In the performance of duties, employees shall keep in confidence such information as they may secure unless disclosure serves District purposes or is required by law. Discussion of students and their problems should be professional—limited to the principals or staff members concerned—not in unrestrained conversation at any time and place. Serious reactions against employees can result from failure to observe this principle of ethics in employee-student relationships.

Policy: AC Non Discrimination/Equal Opportunity

NONDISCRIMINATION / EQUAL OPPORTUNITY

The Board is committed to a policy that prohibits discrimination, harassment and retaliation, as defined below, of candidates for employment, employees, students, volunteers, vendors, contractors, and members of the public. The District will take prompt and appropriate action to investigate thoroughly a complaint that this policy has been violated, to correct any discrimination, harassment, or retaliation that is determined to have occurred, and, if necessary, to discipline any individual who is found to have engaged in conduct that constitutes discrimination, harassment, or retaliation.

Updated 2018/19
All individuals associated with the District, including the Governing Board, the administration, staff, students, volunteers, vendors, contractors, and members of the public are expected to conduct themselves at all times so as to create an environment free from discrimination, harassment, and retaliation.

Discrimination, harassment and retaliation are made unlawful by state and federal laws, including the Americans with Disabilities Act, Title VII of the Civil Rights Act and Title IX of the Education Amendments Act. The District may discipline conduct that is discrimination, harassment and retaliation that is inappropriate in the workplace, regardless of whether such conduct rises to the level of a legal violation.

**Definition of Discrimination**

Discrimination occurs when an individual is treated adversely based on a protected classification. Protected classifications are race, color, religion, sex, national origin, age (40+), disability, veteran status, sexual orientation, gender identity, as well as any other legally protected category. The failure to provide reasonable religious or disability accommodations when required by law or District policy also constitutes discrimination.

**Definition of Harassment**

Harassment is a specific form of discrimination. Harassment is unwelcome behavior based on a protected classification that

- has the purpose or effect of creating an intimidating, hostile, or offensive employment or education environment, or
- has the purpose or effect of unreasonably interfering with an individual's work performance, an individual's employment opportunities, a student's academic performance, or a student's ability to receive the benefits of a District program or activity.

Prohibited harassment may take the form of, but is not limited to, offensive slurs, jokes, and other offensive or abusive oral, written, computer-generated, visual or physical conduct or depiction that is aimed at, or that adversely impacts, an individual because of his or her inclusion in a protected classification. It may also include negative stereotyping, including negative references about a person’s language or accent. The most common type of harassment is sexual harassment. For additional information about sexual harassment, see Policy ACA, titled "Sexual Harassment."

Harassment may occur directly or through another person. In some cases, conduct can be harassment, even though the conduct is not directed at a particular individual or group of individuals.

**Definition of Retaliation**

Retaliation occurs when an adverse action is taken against an individual as a result of the individual's good faith participation in a protected activity. Retaliation becomes a separate complaint that can be claimed, even if the original discrimination complaint was not substantiated. Retaliation can involve any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoff, training, fringe benefits, and any other term or condition of employment.

Protected activities include the following:

- raising or reporting or filing allegations of discrimination, harassment or retaliation and/or
- participating in any review or investigation of a claim of discrimination, harassment or retaliation.

Adverse action is any action that

- materially affects an individual’s terms and conditions of employment or a student's academic status, or
- is reasonably likely to deter that individual or others from engaging in a protected activity.
Policy: ACA Sexual Harassment

SEXUAL HARASSMENT

All individuals associated with the District, including the Governing Board, the administration, the staff, students, volunteers, vendors, contractors and members of the public, are expected to conduct themselves at all times so as to create an environment free from sexual harassment.

Sexual harassment is made unlawful by state and federal laws, including title VII of the Civil Rights Act and Title IX of the Education Amendments Act. The District may discipline conduct that is sexual harassment that is inappropriate in the workplace regardless of whether such conduct rises to the level of a legal violation.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when made by an individual to another individual, such as member of the school staff to a student or to another staff member, or when made by a student to another student, where

- Submission to the conduct is either explicitly or implicitly made a term or condition of an individual's employment, education, or participation in a District program or activity;
- Submission to or rejection of the conduct is used as a basis for employment or education decisions affecting such individual, including participation in a District program or activity;
- The conduct has the purpose or effect of creating an intimidating, hostile, or offensive employment or educational environment; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance, employment opportunities, or academic performance, or to receive the benefits of a program or activity.

Sexual harassment may include, but is not limited to

- Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding or blocking movement, leering, gestures, or display of sexually suggestive objects, pictures, or cartoons.
- Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment.)
- To coerce sexual favors, including threatening to withhold support for an appointment, promotion, or change of assignment; suggesting that a poor performance report will be prepared; suggesting that probation will be failed; or threatening to withhold grades earned or deserved or denying in participating in a District program or activity.
- Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee; or engaging in coercive sexual behavior to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.
- In exchange for sexual favors, offering or granting favors or educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications.
Sexual harassment may be verbal, written or physical conduct, and/or may include use of the internet and social media. Such conduct may occur directly or through another person. In some cases, conduct can be sexual harassment even though the conduct is not directed at a particular individual or group of individuals.

Anyone who is subject to sexual harassment, or who knows of the occurrence of such conduct, should inform the compliance officer that such conduct is occurring or has occurred, as provided for in Regulation AC-R. Administrators and supervisors are required to report such conduct. The form set out in AC-E may be used for making a complaint.

A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action, up to and including possible termination of employment.

A substantiated charge against a student in the District shall subject that student to disciplinary action, which may include suspension or expulsion.

All matters involving sexual harassment complaints will remain confidential to the extent reasonably possible.

HOURS OF WORK

Your Administrator, Director or Supervisor will inform you of your regular working schedule. Flexibility is important. In some cases, it may be necessary to adjust your work schedule based on the District’s needs.

ORIENTATION

When you join us, one of the first things on your agenda will be to attend a new hire orientation session; this will be your introduction to Sunnyside Unified School District.

In addition to general information about the company, who’s who and what’s what, you will have an opportunity to learn about our benefits programs, payroll procedures, company policies and guidelines.

Orientation sessions are scheduled and conducted by Human Resources.

PERSONNEL FILES

Access to personal information contained in your personnel file is limited and its confidential nature is consistently safeguarded.

Reference and credit checks and similar request will be answered only with a statement as to whether you are presently employed, your current or last job title, your work location, and your period of employment. Salary may be verified only if you give written permission. Otherwise, no personal information about you will be released to anyone outside the company, unless required by law.

If, as an active employee, you wish to see your personnel file, contact Human Resources and arrangements will be made for you to review it in the presence of a Human Resources representative. You may request a copy of any document contained in your file, or add a statement of your own to the file if you wish.

REPORTING CHILD ABUSE/CHILD PROTECTION

Each State has a system to receive and respond to reports of possible child abuse and neglect. Professionals and concerned must call statewide hotlines, local child protective services, or law enforcement agencies to share their concerns.
REPORTING CHILD ABUSE/CHILD PROTECTION

Any school personnel or any other person who has responsibility for the care or treatment of a minor and who reasonably believes that a minor is or has been the victim of physical injury, abuse, child abuse, a reportable offense or neglect that appears to have been inflicted upon the minor by other than accidental means or that is not explained by the available medical history as being accidental in nature or who reasonably believes there has been a denial or deprivation of necessary medical treatment or surgical care or nourishment with the intent to cause or allow the death of an infant who is protected under A.R.S. 36-2281 shall immediately report or cause reports to be made of such information to a peace officer or to the Child Protective Services (CPS) of the Department of Economic Security, except if the report concerns a person who does not have care, custody, or control of the minor, the report shall be made to a peace officer only. Such reports shall be made immediately either electronically or by telephone.

The Arizona Department of Economic Security, Division of Children, Youth and Families, has determined that all mandated reporters may now electronically submit non-emergency reports via a secure online reporting website. Non-emergency reports are those in which a child is not at immediate risk of abuse or neglect that could result in serious harm. Mandated reporters will be able to submit non-emergency reports twenty-four (24) hours a day without wait times.

All reports made via the online website will require the person making the report (reporting source) to provide contact information. A representative from the Child Abuse Hotline may contact the source for additional information, if necessary. This process will make it more convenient to meet the mandated reporting requirements and help ensure child safety.

All emergency situations where a child faces an immediate risk of abuse or neglect that could result in serious harm must still be reported by calling 911 or 1-888-SOS-CHILD (1-888-767-2445). If a reporting source is unsure as to whether or not the report is an emergency situation, the reporting source should call the Child Abuse Hotline to make a report.

Any concerns for the safety of a child due to abuse, neglect or abandonment, must be reported, by:

- Calling 1-888-SOS-CHILD (1-888-767-2445),
- TDD: 602-530-1831 (1-800-530-1831), or


Pursuant to A.R.S. 13-3620, such reports shall contain:

- The names and addresses of the minor, the parents, or the person or persons having custody of such minor, if known.
- The minor's age and the nature and extent of the minor's abuse, child abuse, or physical injuries or neglect, including any evidence of previous abuse, child abuse, physical injury or neglect.
- Any other information that such person believes might be helpful in establishing the cause of the abuse, child abuse, physical injury or neglect.

A person who furnishes a report, information, or records required or authorized under Arizona Revised Statutes or a person who participates in a judicial or administrative proceeding or investigation resulting from a report, information or records required or authorized under Arizona Revised Statutes is immune from any civil or criminal liability by reason of that action unless such person has acted with malice or unless such person has been charged with or is suspected of abusing or neglecting the child or children in question.
A report is not required under A.R.S. 13-3620 for conduct prescribed by A.R.S. 13-1404 and 13-1405 if the conduct involves only minors who are fourteen (14), fifteen (15), sixteen (16) or seventeen (17) years of age and there is nothing to indicate that the conduct is other than consensual.

A report is not required if a minor is of elementary school age, the physical injury occurs accidentally in the course of typical playground activity during a school day, occurs on the premises of the school that the minor attends and is reported to the legal parent or guardian of the minor and the school maintains a written record of the incident. The school will maintain a written record of the physical injury as part of the student's health file as required by the Arizona State Library, Archives and Public Records (ASLAPR).

A person who fails to report abuse as provided in A.R.S. 13-3620 is guilty of a class 1 misdemeanor, except if the failure to report involves a reportable offense, the person is guilty of a class 6 felony.

Any certificated person or Governing Board member who reasonably suspects or receives a reasonable allegation that a person certificated by the Department of Education has engaged in conduct involving minors that would be subject to the reporting requirements of A.R.S. 13-3620 shall report or cause reports to be made to the Department of Education in writing as soon as is reasonably practicable but not later than three (3) business days after the person first suspects or receives an allegation of the conduct.

Any school employee who has orally reported to CPS or a peace officer a reasonable belief of an offense to a minor must provide written notification to the principal of the oral report not later than the next workday following the making of the report.

**EMPLOYEE RESPONSIBILITIES**

As an employee of this district, you have certain responsibilities and obligations. Fulfillment of these is your best assurance of job satisfaction and possible advancement.

Your first responsibility is to do a good job of the work assigned to you. If you have questions about your job or about the district and its policies, talk with you administrator or the Human Resources Department.

Doing a good job implies other obligations on your part, such as mental alertness, good judgment, promptness, regular attendance, cooperation with co-workers, and compliance with policies, work rules and rules of conduct.

We hope you will be a proud representative of our district and will represent Sunnyside Unified School District and its policies accurately and positively.

**RESPONSIBILITIES**

**ABSENCE/TARDINESS**

When you are absent from work for any reason, notify your administrator, director or supervisor as far in advance as possible. If you are a certified employee or custodian your absence must be reported to Frontline as far in advance as possible. Your absence is reported on line at the following link https://login.frontlineeducation.com

Employees are expected to be punctual in reporting to work. We recognize this may not always be possible due to circumstances beyond your control. Notify your supervisor/administrator if you expect to be late. If advance notification is impossible, discuss the matter with your supervisor as soon as you arrive at work.

Our success is based on the daily contributions of you and your colleagues. Absenteeism or tardiness may interfere with your contributions and those fellow employees and can lead to disciplinary action up to and including dismissal.

Updated 2018/19
Policy: GCCA Professional/Support Staff General Leave
(PAID LEAVE)

The District highly values each of its employees and places a high priority on employee attendance at work. Every employee is essential to accomplishing the mission of the District. When an employee is unable to meet assigned responsibilities due to personal absence, the absence is noticed and the employee's presence is missed. The District believes an employee who feels truly needed will be absent only when necessary.

A. Purpose of Accrued Paid Leave

Accrued paid leave time shall be provided to District employees for sick leave and personal business, except that substitute employees may only use accrued paid leave time for sick leave.

Sick leave includes an employee’s illness or preventative medical care, care of a family member with an illness or preventative medical care, absence necessary due to domestic violence, sexual violence, abuse or stalking or for any other reason listed in A.R.S. §23-373. See Regulation GCCA-R for a description of the reasons listed in A.R.S. §23-373 for taking leave and the definition of who is considered a family member.

Personal business includes personal leave, religious leave, and bereavement leave. See Policy GCCH for bereavement leave.

B. Accrual of Paid Leave Time

Employees on Administrator Contracts shall accrue paid leave time as set out in Policy GCCBA.

As set out in the chart below, each fiscal year

A. Continuing teachers shall be credited with one hundred five (105) hours of paid leave at the beginning of their contracts and do not accrue any additional paid leave time during the term of their contracts.

B. Substitutes shall accrue one (1) hour of paid leave for every thirty (30) paid hours—capped at forty (40) hours of paid leave.

C. All other employees shall accrue one (1) hour of paid leave for every seventeen (17) paid hours during the term of their contracts or wage agreements.

<table>
<thead>
<tr>
<th>Type of Full-Time Contract or Wage Agreement</th>
<th>Paid Leave Time Credited at Beginning of Contract</th>
<th>Rate at which Additional Paid Time is Accrued</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher - Continuing (7.5 hour days)</td>
<td>105 hours</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Teacher - Non Continuing (7.5 hour days)</td>
<td>0 hours</td>
<td>1 hour of paid leave for every 17 paid contract hours</td>
</tr>
<tr>
<td>Professional Non-Teaching (8 hour days)</td>
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</table>

Updated 2018/19
### Classified (6 to 8 hour days depending on Wage Agreement)

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<tr>
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### Bus Driver (6 hour days)

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<th>1 hour of paid leave for every 17 paid wage agreement hours</th>
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</table>

### Substitute

<table>
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<th>1 hour of paid leave for every 30 paid hours—capped at 40 hours</th>
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</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
</table>

**Continuing Teacher Working Less than Full-Time or Starting Work after Beginning of Fiscal Year**

If a continuing teacher works less than full time or begins employment after the start of the fiscal year, any paid leave time credited at the beginning of the teacher's contract will be prorated based on the number of hours of the teacher's contract.

**Accrual for Exempt Employees**

Employees who are exempt from overtime requirements under the Fair Labor Standards Act (FLSA) will be assumed to work forty (40) hours in each work week for purposes of accruing paid leave time unless their normal work week is less than forty (40) hours, in which case paid leave time shall accrue for the employee based upon the employee's normal work week. For example, the normal work week for full-time teachers is thirty-five (35) hours (seven and one-half [7.5] hours a day), and the normal work week for professional non-teaching employees is forty (40) hours (eight [8.0] hours a day).

**C. Carrying Leave Forward**

Accrued and unused paid leave time shall be carried forward from fiscal year to fiscal year without limit except that substitute employees shall not accrue or be entitled to use more than forty (40) hours of paid leave time in any fiscal year regardless of the amount of leave carried forward from the prior year. For example, if a full-time substitute accrues forty (40) hours of paid leave time and uses twenty (20) hours of paid leave time in a given fiscal year, he/she would carry over twenty (20) hours of paid leave time into the following fiscal year. The substitute would start the following fiscal year with twenty (20) hours of paid leave time, and would only accrue in that year an additional twenty (20) hours of paid leave time for a total of forty (40) hours of paid leave time available for use in that fiscal year.

**D. Notice of Accrued Unused Paid Leave Time**

Attached to an employee's regular paycheck shall be a record of the following: the amount of accrued paid leave time available to the employee, the amount of paid leave time taken by the employee to date in the fiscal year and the amount the employee has received as accrued paid leave time.

**E. Separation from Employment**

Professional and support staff shall receive no financial or other reimbursement upon an employee's termination, resignation, retirement or other separation from employment for accrued unused paid leave time.

When an employee separates from employment and then is rehired within nine (9) months of separation, previously accrued paid leave time that the employee had not used shall be reinstated, and the employee shall be entitled to use such accrued paid leave time upon the re-commencement of employment.

Updated 2018/19
F. Use of Accrued Paid Leave Time

FMLA Leave

After five (5) consecutive days of use of paid leave time for sick leave, an eligible employee shall be placed on leave under the Family and Medical Leave Act ("FMLA") retroactive to the first day of such leave, unless the leave is for a reason that does not qualify as FMLA leave. The employee shall be contacted about the amount of FMLA leave he/she has and his/her FMLA rights. The employee’s accrued paid leave time (as well as any other paid leave) shall run concurrently with the employee’s FMLA leave.

Increments of Use

Accrued paid leave time may be used in increments of one (1) minute.

Accrual vs. Use

Although an employee begins to accrue paid leave time at the commencement of employment, he/she must wait until ninety (90) calendar days after commencing employment before using accrued paid leave time with the following exception: employees on Teacher Contracts and Professional Non-Teaching Contracts may start using accrued leave from the commencement of employment.

Notice of Use of Accrued Paid Leave for Sick Leave

When an employee uses accrued paid leave for sick leave purpose that is not foreseeable, the employee shall provide notice of the need for such leave to his/her immediate supervisor as soon as reasonably possible, but not later than 6:00 a.m. on the date the employee is to take leave, except in emergency situations where such notice cannot be given.

When an employee uses accrued paid leave for sick leave purpose that is foreseeable, the employee shall make good faith efforts to provide notice of the need for such leave to his/her supervisor well in advance of the use of the leave and shall attempt to schedule the leave at a time that does not unduly disrupt the operations of the District.

An employee shall notify the District's absence reporting system not later than 6:00 a.m. on the day leave is taken and indicate the reason for the absence. In emergency situations where such notice is not possible, the employee shall notify the District's absence reporting system as soon as possible.

Reasonable Documentation of Sick Leave and Review of the Use of Sick Leave

Each fiscal year, for the first forty (40) hours of paid leave used for sick leave purposes, the District will not require that an employee provide independent documentation from a health care professional or other documentation indicating that the leave is necessary. After the employee uses forty (40) hours of paid leave for sick leave purposes in a given fiscal year, the supervisor may ask the employee for independent medical or other documentation indicating that additional leave is necessary.

When an employee is asked to provide independent medical documentation of paid leave taken for illness or injury of the employee or a family member, documentation from a health care professional indicating that the leave is necessary shall be sufficient. Medical documentation need not reference any information about the medical condition. For accrued paid leave taken in the case of domestic violence, sexual violence, abuse or stalking, the forms of independent documentation set out in A.R.S. §23-373(G) will be considered sufficient.

Subject to the restrictions set out above, the District administration is authorized to review and investigate the use of sick leave by District employees. An employee is expected to cooperate with such investigation and supply to the District administration appropriate documents reasonably requested relating to the employee’s use of sick leave. Any employee who can be shown to have misused the
District's sick leave policy is subject to discipline, which may include reprimand, suspension and/or dismissal.

**Notice of Use of Accrued Paid Leave for Personal Business**

An employee may request use of accrued paid leave for personal business. To do so, the employee must submit to his/her immediate supervisor a written leave request at least five (5) days in advance of taking accrued paid leave for personal business. In the written leave request, the employee shall inform his/her supervisor of the purpose for which leave is being taken, the expected date of return from leave, and how the employee may be contacted during the leave. Based on the number of other employees requesting leave for personal business and the anticipated impact the absences would impose on the District's business operations, a supervisor may deny an employee's request for leave for personal business. Also, any request for personal business days with a duration of three (3) or more consecutive days is subject to approval based upon whether the employee could have reasonably been expected to conduct the personal business in less than three (3) days. Paid leave requested for personal business may also be denied if the leave request would violate the restrictions set out below.

If there is an emergency and it is not possible for an employee to request leave for personal business in the manner set forth above, leave may be approved on a case-by-case basis at the discretion of the Superintendent based on the operational needs of the District.

In addition to receiving advance approval of paid leave for personal business, the employee shall also notify the District's absence reporting system not later than 6:00 a.m. on the day leave is taken and indicate the reason for the absence. In emergency situations where such notice is not reasonably possible, the employee shall notify the District's absence reporting system as soon as possible.

**Restrictions on the Use of Paid Leave for Personal Business**

During a fiscal year, a certificated employee may use no more than fourteen (14) paid leave days for personal business, and a support staff employee may use no more than seventeen (17) paid leave days for personal business.

No personal business days may be used on the following occasions:

- For vacation or as an extension to an employee’s vacation.
- The day before or immediately following a legal holiday, a school vacation period or a school recess.
- In-service training days or parent-teacher conference days or testing days.
- During the first or last week of the school year.
- When in the judgment of the administration, the number of leaves would adversely impacts the delivery of services by the department or school.

Except under extenuating circumstances that have been approved by the Superintendent prior to an absence, any absence not used for sick leave purposes during one of the restricted times set out above will result in the employee not being paid for the period of absence.

The District administration is authorized to review and investigate any use of paid leave for personal business by District employees. An employee is expected to cooperate with such investigation and supply to the District administration appropriate documents reasonably requested that relate to the employee's use of paid leave for personal business. Any employee who can be shown to have misused paid leave for personal business is subject to discipline, which may include reprimand, suspension and/or dismissal.

Updated 2018/19
G. Maternity Leave, Birth in Family, Adoption and Foster Child Placement

An employee is entitled to use up to: a) thirty (30) days of accrued paid for pregnancy; b) five (5) days of accrued paid leave for the birth of a son or daughter; and, c) thirty (30) days of accrued paid leave for the adoption of a son or daughter or for a foster child placement. An employee should give notice of intent to take leave under this section as soon as reasonably possible.

For maternity leave, an employee shall submit a letter from her physician to the District's Benefits Office, at least thirty (30) days prior to an employee's expected departure date, setting out the employee's expected departure and delivery dates. If an employee needs more than thirty (30) days of leave for pregnancy, an additional physician's statement will be required.

Under the Family and Medical Leave Act (Policy GCCC), an eligible employee is entitled to use up to twelve (12) weeks of leave for maternity leave, a birth in the family, adoption or a foster child placement. Any leave taken by an employee under the Family and Medical Leave Act shall run concurrent with leave taken under this Policy GCCA.

H. Exhaustion of Paid Leave

When a staff member exhausts all days of accrued paid leave but is unable to return to work, the employee must request an unpaid leave of absence pursuant to District Policy GCCC.

The pay of an employee who has exhausted all accrued leave shall be docked for any additional leave taken.

I. Retaliation Prohibited

The District shall not engage in retaliation or discriminate against an employee or former employee because he/she has exercised protected rights. Such rights include, but are not limited to, the right to request or use accrued paid sick time.

Policy: GCCA – R Professional/Support Staff General Leave

PROFESSIONAL/SUPPORT STAFF GENERAL LEAVE
(Paid Leave-Purposes for which Sick Leave May be Taken and Definition of Family Member Pursuant to A.R.S. § 23-373)

The following are the purposes for which leave may be taken pursuant to A.R.S. § 23-373:

- An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;

- Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;

- Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease; or

- Absence necessary due to domestic violence, sexual violence, abuse or stalking, provided the leave is to allow the employee to obtain for the employee or the employee's family member: (a) Medical
attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual violence, abuse or stalking;(b) Services from a domestic violence or sexual violence program or victim services organization;(c) Psychological or other counseling;(d) Relocation or taking steps to secure an existing home due to the domestic violence, sexual violence, abuse or stalking; or (e) Legal services, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual violence, abuse or stalking.

The definition of “Family Member” for leave taken pursuant to A.R.S. § 23-373 means the following:

- Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was a minor;

- A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child;

- A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;

- A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or

- Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

CHANGES

You must notify Human Resources or make the changes in iVisions immediately if any changes occur in the following:

- Legal name (as listed on your social security card)
- Address
- Telephone number
- Emergency contact information
- Number of dependents for tax purposes
- Dependents covered by medical insurance
- Beneficiary for life insurance and other employee benefits plan

For benefits enrollment purposes, you must notify Human Resources within 30 days of an event such as a birth or marriage. Human Resources can confirm if there will be any type of waiting period before your dependent will become eligible for benefits.

COMPUTERS/SOFTWARE/INTERNET SECURITY

You are responsible for the protection of the Districts data and information stored, processed, and transmitted electronically. You may not use the Districts information for your own advantage or profit. If you use computing resources, you are responsible for maintaining the privacy of access codes, passwords and telephone number; for using computing resources only for purposes authorized by management; for maintaining security and for protecting data, documents and storage media in your possession.
PERSONAL APPEARANCE

You are expected to dress appropriately for the position you hold in the District. Talk to your Administrator if you have questions about what is appropriate based on your job or assignment.

SAFETY & SECURITY

Our goal is to provide a pleasant, efficient and safe place to work. We need your help. The District Employees are expected to maintain their individual work areas in uncluttered, clean and net conditions in compliance with OSHA and the District requirements.

When you leave work each day, files should be locked and all work materials, particularly those of a confidential nature, should be put away securely.

The District cannot be responsible for personal items that employees bring to work. It is the responsibility of each employee to secure those items.

Each employee is expected to be vigilant about possible hazardous situations and to report them immediately to your Administrator or to Human Resources. All accidents must be reported immediately to your supervisor or Human Resources.

Policy: GBGB Staff Personal Security and Safety

STAFF PERSONAL SECURITY AND SAFETY

Threats
The Superintendent shall establish procedures that provide for the protection of any employee who is threatened with harm by an individual or a group while carrying out assigned duties.

Eye Protective Devices
The Superintendent shall establish procedures for every student, teacher, and visitor in public schools that shall require the wearing of appropriate eye protective wear while participating in or when observing vocational, technical, industrial arts, art, or laboratory science activities.

The Board shall equip the schools with eye protective wear.

Schools may receive and expend federal, state, and local monies to provide eye

Policy: GBGB-R Staff Personal Security and Safety (Staff Protection)

STAFF PERSONAL SECURITY AND SAFETY

Threats
Any employee who is threatened with harm by an individual or a group while carrying out assigned duties shall immediately notify the school principal or supervisor. The principal or supervisor shall then immediately notify the Superintendent's office of the threat and together they shall take immediate steps in cooperation with the employee to provide every reasonable precaution for the employee's safety. Precautionary steps, including any advisable legal action, shall be reported to the Superintendent's office at the earliest possible time.

Eye Protective Devices
Every student, teacher, and visitor in public schools shall wear appropriate eye protective wear while participating in or when observing vocational, technical, industrial arts, art, or laboratory science activities involving exposure to:

Updated 2018/19
- Molten metals or other molten materials.
- Cutting, shaping, and grinding of materials.
- Heat treatment, tempering, or kiln firing of any metal or other materials.
- Welding fabrication processes.
- Explosive materials.
- Caustic solutions.
- Radiation materials.

The Board shall equip the schools with eye protective wear. Schools may receive and expend federal, state, and local monies to provide eye protective devices.

For purposes of this procedure, *eye protective wear* means devices meeting the standards of the U.S.A. Standard Safety Code for head, eye, and respiratory protection, Z21-1959, and subsequent revisions thereof, approved by the United States of America Standards Institute, Inc.

**TELEPHONE USE**

Personal calls should be kept to a minimum and be short and to the point. Cellular telephones or cellular phone bills reimbursed by the District should be for work-related calls. If personal long distance calls are made, the employee will be required to pay those costs. Permission is needed before a cell phone may be used outside the normal area of operation.

Employees are not permitted to use hand-held cell phones while driving on district business or while driving any district’s vehicles (including rental cars). Hand-held phones should be used only when the driver can pull over to the side of the road in a designated parking area. Use of cell phones while fueling a vehicle is also prohibited.

**EMPLOYEE BENEFITS**

All employees who work in an Administrator, Certified, Classified or Professional-Non Teaching position are entitled to the following benefit allocation:

<table>
<thead>
<tr>
<th>Full Time (6.0 + hrs./day)</th>
<th>Part Time 1 (3.75 – 5.9 hrs./day)</th>
<th>Part Time 2 (1.1 – 3.74 hrs./day)</th>
<th>Benefits</th>
<th>District Paid</th>
<th>Employee Paid</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Basic Term Life ($25,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Medical, Prescription, Vision, Dental</td>
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<td></td>
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<td></td>
<td>Group supplemental Life or AD&amp;D</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Individual Short Term Life, Universal Life, Critical Illness, Cancer and Accident Care</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Administrators are entitled to a $100,000 Basic Term Life insurance policy paid at their expense.

**Policy: GCCH Family Bereavement**

**FAMILY BEREAVEMENT LEAVE**

In the event of a death in the family and with approval by the administration, an employee may use leave for a period not to exceed five (5) school days. These days shall be deducted from accumulated leave days.

Updated 2018/19
Extensions of bereavement leave may be granted upon personal request to the Superintendent. If approved, all such extensions of bereavement leave shall be deducted from the employee’s earned leave days. An employee may be granted, upon request to the superintendent, up to five (5) days of leave per year, with pay, to be used in the event of death in the employee’s family as defined in GCCA. These days shall be deducted from earned leave.

In the absence of any earned sick leave, and upon request, the Superintendent may approve an unpaid leave of absence automatically and shall be deducted from accumulated leave days.

An employee who finds it necessary to travel in excess of one thousand (1,000) miles to attend funeral services may be granted and additional three (3) days travel time. This extra time must be requested before leaving or through a long-distance telephone call. It will not be granted automatically and shall be deducted from accumulated leave days.

**FAMILY MEDICAL LEAVE ACT (FMLA)**

The Family and Medical Leave Act (FMLA) provides certain employees with up to 12 workweeks of unpaid, job-protected leave a year, and requires group health benefits to be maintained during the leave as if employees continued to work instead of taking leave.

**Summary:**

The Family Medical Leave Act (FMLA) became effective August 5, 1993, for most employers and employees. (For those covered by a collective bargaining agreement [CBA] in effect on that date, the FMLA became effective on the expiration of the CBA or February 5, 1994 whichever was earlier)

This law covers only certain employers; affects only those employees eligible for the protections of the law; involves entitlement to leave, maintenance of health benefits during the leave, and job restoration after leave

**Purposes of the FMLA:**

The FMLA allows employees to balance their work and family life by taking reasonable unpaid leave for certain family and medical reasons.

**Employee Eligibility:**

To be eligible for FMLA leave, an employee must work for a covered employer and:

1. Have worked for that employer for at least 12 months; and,
2. Have worked at least 1,250 hours during the 12 month prior to the start of the FMLA leave; and,
3. Work at a location where at least 50 employees are employed at the location or within 75 miles of the location.

**Policy: GCCC-EB Family and Medical Leave Act of 1993**

**FAMILY AND MEDICAL LEAVE ACT OF 1993**

The Family and Medical Leave Act of 1993 (FMLA) requires employers of fifty (50) or more employees within a seventy-five (75) mile area to provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are “eligible” if they have worked for a covered employer for at least one (1) year, and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.

Updated 2018/19
Reasons for taking leave. An employer must grant unpaid leave to an eligible employee for one (1) or more of the following reasons:

- For the care of the employee’s child (birth, or placement for adoption or foster care);
- For the care of the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee’s job.

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

Advance notice and medical certification. The employee may be required to provide advance leave notice and medical certification.

- In certain cases, the employee ordinarily must provide thirty (30) days’ advance notice when the leave is “foreseeable”.
- An employer may require medical certification to support a request for leave because of a serious health condition.
- An employer may also require medical certification if the employee is unable to return from leave because of a serious health condition.

The District requires all leave accruals (PTO, Vacation and Comp-time) to be utilized while on leave. Maternity leave may be exempt.

Policy: GCCD

Professional/Support Staff Military/Legal Leave GCCD

The Board recognizes the fact that its employees have citizenship responsibilities, and, in order to make it possible for said employees to carry out their responsibilities to the city, county, state, or nation, the Board will grant leaves, in addition to jury duty, when an employee is called to attend field training services for the Military Reserve or National Guard and when an employee is a victim of a juvenile or adult crime exercising a right to be present at a proceeding as defined in statute.

When an employee receives notice that requires leave as delineated above, it is the responsibility of the employee to notify the Superintendent or principal.

Jury Duty

It is recognized by the Board that no employee is exempt from jury duty and that leaves of absence for such duty must be granted.

- Only the regular salary may be received by an employee on jury duty.
- It is the responsibility of the employee to reimburse the District for jury duty pay when such payment is made directly to the employee. Failure to reimburse the District at the completion of the jury duty service will result in a full deduction equal to the number of contract days missed.
- An employee excused from jury duty after being summoned shall report for regular duty as soon as possible. Failure to report for duty will result in a deduction equal to that portion of a contract day missed [A.R.S. 21-236].

Victim Leave

Statute provides that an employer who has fifty (50) or more employees shall permit an employee leave if the employee is the victim of juvenile or adult crime and is exercising a right to be present at a proceeding as defined in A.R.S. 8-420 or 13-4439. Compensation may be provided if the employee has available vacation or to the extent other leave may be available by policy.

- An employee’s accrued vacation, personal, sick or other applicable leave shall be used to the extent available by policy.
If paid leave is unavailable, the employee must request an unpaid leave of absence in accord with policy.

Before an employee may leave work for this purpose, the employee shall provide the employer with a copy of the form provided by law enforcement and if applicable a copy of the information the law enforcement agency provides the employee pursuant to either A.R.S. 8-386 or 13-4405.

Leave for this purpose may be limited if the leave creates an undue hardship to the employer's business.

Military Leave
- An employee who is a member of the Military Reserve or National Guard shall be entitled to a leave of absence without loss of pay, time, or efficiency rating when engaged in field training [A.R.S. 26-168 and 38-610].
- An employee who is a member of the uniformed service may use any vacation leave or other accumulated paid time off during their service, or may take unpaid leave of absence.
- In addition, the District's payment of the employee's health, dental, and life insurance premiums will be extended.
- The District must reemploy uniformed service members, as defined in 38 U.S.C. 4303, returning from a period of service, if the service member:
  - Was employed by the District.
  - Gave the District notice that he or she was leaving the job for service in the uniformed services, unless giving notice was precluded by military necessity or otherwise impossible or unreasonable.
  - Has a cumulative period of service in the uniformed services not exceeding five (5) years.
  - Was not released from service under dishonorable or other punitive conditions.
  - Has reported back to the District in a timely manner or has submitted a timely application for reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act.

Policy: GCCC Professional/Support Staff Leaves of Absence without Pay

PROFESSIONAL/SUPPORT STAFF LEAVES OF ABSENCE WITHOUT PAY

The District recognizes that on occasion extenuating circumstances arise that may necessitate absence from duty that is not covered by other specific leave provisions of the District. To address such situations, an unpaid leave of absence may be granted a member of the certificated or support staff for not longer than one (1) year, inclusive of any leave under the Family and Medical Leave Act (FMLA).

An unpaid leave of absence may be requested for, but not limited to, the following purposes:

- For additional education that relates to the employee's primary assignment. A plan of contemplated course work must be presented.

- For a reason that conforms to a policy currently in effect but the maximum number of days provided for in that policy will be exceeded.

- For any other reason that benefits or is in the best interest of the District, as determined by the Board upon review of the application.

Employees will not be granted leave if the leave is to engage in activities for which the employee is paid. The only exception is when the alternative activity is for the District, e.g., substitute teaching for the District.

- For leave under the Family and Medical Leave Act. A leave of absence requested pursuant to this policy may be:
  - Approved by the Superintendent if the leave period does not exceed twelve (12) weeks; or
Recommended by the Superintendent and approved by the Governing Board if the leave period exceeds twelve (12) weeks.

A request for a leave of absence shall not be denied by the District if and to the extent the employee is entitled to leave under the Family and Medical Leave Act. All other applications for a leave of absence may be granted or denied by the District, in its sole discretion.

Each request for a leave of absence shall be in a written application stating the purpose, starting date, and duration of the leave of absence, the reasons for its necessity or desirability, and any other information the applicant deems relevant to the request.

The leave of absence shall be only for the purpose and duration approved and may not be extended without written approval by the District.

All rights of continuing status (certificated teachers only), retirement, salary increments, and other benefits shall be restored at the level earned when the leave was granted.

Insurance benefits will continue to be provided to an employee while the employee is using any of the following: 1) accrued paid leave under Policy GCCA; 2) paid vacation leave; 3) compensatory time off; or, 4) leave under the Family and Medical Leave Act. To the extent that leave under the Family and Medical Leave Act is unpaid, to retain insurance benefits, the employee must pay to the District the employee's required contributions for such insurance. When an employee has exhausted all leave available under all of the above four categories, the employee will be eligible to continue his or her health insurance benefits through the Consolidated Omnibus Budget Reconciliation Act (COBRA). Also, when an employee has exhausted all leave available under all of the above four categories, the employee may be able to port (purchase) his or her existing supplemental life insurance by directly contracting with the company providing the supplemental life insurance to the employee.

**Family and Medical Leave Act (FMLA)**

The District shall comply with the Family and Medical Leave Act and all regulations interpreting the FMLA issued by the U.S. Department of Labor. Accordingly, all portions of this policy that pertain to the FMLA shall be interpreted in a manner consistent with the FMLA and its regulations. Subject to the conditions set forth herein, any eligible employee of the District may take up to twelve (12) weeks of leave (FMLA leave) measured backward for each employee from the first time such employee uses leave under FMLA for any one (1) or more of the following:

- Because of the birth of a child of the employee and in order to care for such child.
- Because of the placement of a child with the employee for adoption or foster care.
- In order to care for the spouse or a son, daughter, or parent of the employee, if such person has a serious health condition.
- Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
- Because of any qualifying exigency (as the Secretary shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

An eligible employee is one who has been employed by the District at least twelve (12) months and who has completed at least one thousand two hundred fifty (1,250) hours of service immediately prior to the time FMLA leave is to commence.

Updated 2018/19
**Serious health condition** means an illness, injury, impairment, or physical condition that involves inpatient care in a hospital, hospice, or residential medical facility, or outpatient care with continuing medical treatment by a licensed physician. Any employee who has been employed by the District at least twelve (12) months and who has completed at least one thousand two hundred fifty (1,250) hours of service immediately prior to the time the leave is to commence shall be eligible for FMLA leave.

**Special Conditions Applicable to FMLA**

Entitlement to leave for the birth of a child or the placement of a child for adoption or foster care ends at the expiration of a twelve (12)-month period, beginning on the date of the event. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of twenty-six (26) workweeks of leave during a twelve (12)-month period to care for the service member. The leave described to care for a covered service member shall only be available during one (1) single twelve (12)-month period.

A husband and wife working for the District may be limited to a total of twelve (12) weeks of leave during each applicable twelve (12)-month period for leave for the birth of a child or the placement of a child for adoption or foster care and to care for an employee's parent with a serious health condition. The aggregate number of workweeks of leave to which both the husband and wife may be entitled under covered service member family leave combined with leave as described in the previous sentence shall be limited to twenty-six (26) workweeks during one (1) single twelve (12)-month period.

An employee's available paid leave under Policy GCCC, vacation leave and compensatory time off leave shall be used and shall run concurrently with leave under the Family and Medical Leave Act, unless otherwise agreed by the District.

**Notice**

An employee must provide at least thirty (30) days’ notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption, or foster care, planned medical treatment for a serious health condition, or military service leave of the employee or family member. If thirty (30) days’ notice is not practicable, notice must be given as soon as practicable. The notice shall be in the form of a request for a leave of absence as specified in this policy. The District may deny FMLA leave to any eligible employee until such time as the employee has provided the required notice.

**Certification**

All FMLA leave shall be supported by a medical certificate provided by the employee's health provider in the form of the exhibit accompanying this policy. In any instance where the FMLA leave must be preceded by thirty (30) days’ notice, the medical certificate should accompany the request for a leave of absence. In any other instance, the medical certificate should be provided within fifteen (15) days after the FMLA leave commences.

Certification of active military duty or call to active duty in support of a contingency operation for the purpose of receiving family leave shall be required under the same conditions as FMLA certification for leave indicated above.

The employee may be requested (at the District's expense) to provide recertification of medical conditions in support of leave if the District feels that the circumstances so warrant and notice is given. Recertification shall not be required for intervals shorter than thirty (30) days.

Whenever a medical certification or recertification is required of an employee, notice describing such requirement and providing the form of such certification shall be provided to the employee. An employee shall not be denied FMLA leave or other rights under the FMLA unless a notice required by FMLA in such situation has first been provided to the employee.

Updated 2018/19
In the case of continuation, recurrence, or onset of a serious health condition to the employee, covered family of the employee (including a service member being cared for by an employee) and the employee is unable to return to work, certification issued by the health care provider of the entity with the serious health condition shall be required to support the inability of the employee to return to work.

**Intermittent or Reduced Time (IRT) Leave**

FMLA leave may be taken intermittently or on a reduced leave schedule under the following circumstances:

- If medically necessary to care for a family member or for the employee's own serious health condition;
- Because of any qualifying exigency the spouse, or a son, daughter, or parent, of the employee is on active duty, or notified of an impending call or order to active duty in support of a contingency operation; or
- If approved by the District.

The District may, for the term of the leave, transfer the employee to an alternative position with equivalent pay and benefits.

If the intermittent leave is for an *instructional employee* (one whose principal function is to instruct students in a class, small group, or as individuals), the District can require the employee either to take leave for a period or periods of a particular duration not greater than the duration of the planned treatment or to transfer temporarily to an available alternative position with equivalent pay and benefits that provides better accommodation of recurring periods of leave, provided the leave is

- Requested to care for a qualifying family member or as a result of the employee's serious health condition preventing job performance;
- Foreseeable, based upon planned medical treatment; and
- For more than twenty percent (20%) of the working days in the leave period.

The employee may be granted leave under these circumstances, subject to reasonable efforts to schedule treatment so as not to unduly disrupt the educational program.

**Special End-of-Semester Circumstances for Instructional Employees**

Under each of the following conditions, leave for an instructional employee may be required to continue to the end of the academic semester:

- Leave begins more than five (5) weeks before the end of the semester, leave is for at least three (3) weeks, and return to employment would occur during the last three (3) weeks of the semester.
- Leave other than for the employee's serious health condition begins within the last five (5) weeks of the semester, leave is for greater than two (2) weeks duration, and return to employment would occur during the last two (2) weeks of the semester.
- Leave other than for the employee's serious health condition begins within the last three (3) weeks of the semester and leave exceeds five (5) working days.

**Employee Notification**

With each request for FMLA leave, the employee shall be notified:

Updated 2018/19
• About FMLA by provision of the FMLA fact sheet (Exhibit EE).

• As appropriate concerning the expectations, obligations, and consequences of taking FMLA leave per 29 C.F.R. 825.301 of FMLA.

• That FMLA leave may be withheld until a requested notice is provided or the time frame is met.

• That if leave is granted to an employee who is unable to perform the work required, restoration may be denied until the employee has complied with the request to provide medical certification of ability to return to work.

The District will post notices in conspicuous places on the District premises that provide a summary of FMLA and information on how to file a charge for an FMLA violation.

**Health Care Continuation**

An employee taking FMLA leave shall be entitled to have the health care plan in which the employee is participating continue under the same terms and conditions applicable to actively working employees. The District shall require the repayment of any health care premiums paid by the District for continuing coverage during the period of FMLA leave if the employee fails to return to work after the FMLA leave expires and the failure to return is not due to circumstances beyond the employee's control.

**Position Restoration**

Upon return from FMLA leave, an employee shall be restored to the same position held before the FMLA leave commenced or to an equivalent position with equivalent pay, benefits, and working conditions. The District requires an employee to provide a medical certificate from a health care provider that the employee is able to resume work before returning from FMLA leave for a serious personal health condition. The District may delay the return of an instructional employee from FMLA leave at the end of a semester, in accordance with Section 825.602 of FMLA rules. The District may deny restoration of position to any key employee (i.e., one who is among the highest-paid ten percent [10%] of all employees of the District), in accordance with Section 825.218 of FMLA rules.

**Policy: GCC Professional/Support Staff Leaves and Absences**

**PROFESSIONAL/SUPPORT STAFF LEAVES AND ABSENCES**

**Absent Without Leave**

An employee shall be deemed "absent without leave" when absent from work because of:

• A reason that conforms to a policy currently in effect but the maximum days provided for in that policy will be exceeded; or

• A reason that does not conform to any policy currently in effect; or

• Failure to report to work without prior notification to the Superintendent.

In no case shall an employee be compensated for time lost due to being absent without leave.

An employee who is absent from work without prior approval is subject to disciplinary action, as is one who was unable to obtain prior approval due to unusual circumstances and such approval is denied upon the employee's return.

Updated 2018/19
Policy: GCCA Professional/Support Staff Sick Leave

PROFESSIONAL/SUPPORT STAFF GENERAL LEAVE
(Paid leave)

The District highly values each of its employees and places a high priority on employee attendance at work. Every employee is essential to accomplishing the mission of the District. When an employee is unable to meet assigned responsibilities due to personal absence, the absence is noticed and the employee's presence is missed. The District believes an employee who feels truly needed will be absent only when necessary.

A. Purpose of Accrued Paid Leave

Accrued paid leave time shall be provided to District employees for sick leave and personal business, except that substitute employees may only use accrued paid leave time for sick leave. Sick leave includes an employee’s illness or preventative medical care, care of a family member with an illness or preventative medical care, absence necessary due to domestic violence, sexual violence, abuse or stalking or for any other reason listed in A.R.S. §23-373. See Regulation GCCA-R for a description of the reasons listed in A.R.S. §23-373 for taking leave and the definition of who is considered a family member.

Personal business includes personal leave, religious leave, and bereavement leave. See Policy GCCH for bereavement leave.

B. Accrual of Paid Leave Time

Employees on Administrator Contracts shall accrue paid leave time as set out in Policy GCCBA. As set out in the chart below, each fiscal year

A. Continuing teachers shall be credited with one hundred five (105) hours of paid leave at the beginning of their contracts and do not accrue any additional paid leave time during the term of their contracts.

B. Substitutes shall accrue one (1) hour of paid leave for every thirty (30) paid hours—capped at forty (40) hours of paid leave.

C. All other employees shall accrue one (1) hour of paid leave for every seventeen (17) paid hours during the term of their contracts or wage agreements.

<table>
<thead>
<tr>
<th>Type of Full-Time Contract or Wage Agreement</th>
<th>Paid Leave Time Credited at Beginning of Contract</th>
<th>Rate at which Additional Paid Time is Accrued</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher - Continuing (7.5 hour days)</td>
<td>105 hours</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Teacher - Non Continuing (7.5 hour days)</td>
<td>0 hours</td>
<td>1 hour of paid leave for every 17 paid contract hours</td>
</tr>
<tr>
<td>Professional Non-Teaching (8 hour days)</td>
<td>0 hours</td>
<td>1 hour of paid leave for every 17 paid contract hours</td>
</tr>
</tbody>
</table>

Updated 2018/19
| **Classified**
| (6 to 8 hour days depending on Wage Agreement) | 0 hours | 1 hour of paid leave for every 17 paid wage agreement hours |
| **Bus Driver**
| (6 hour days) | 0 hours | 1 hour of paid leave for every 17 paid wage agreement hours |
| **Substitute** | 0 hours | 1 hour of paid leave for every 30 paid hours—**capped at 40 hours** |

**Continuing Teacher Working Less than Full-Time or Starting Work after Beginning of Fiscal Year**

If a continuing teacher works less than full time or begins employment after the start of the fiscal year, any paid leave time credited at the beginning of the teacher's contract will be prorated based on the number of hours of the teacher’s contract.

**Accrual for Exempt Employees**

Employees who are exempt from overtime requirements under the Fair Labor Standards Act (FLSA) will be assumed to work forty (40) hours in each work week for purposes of accruing paid leave time unless their normal work week is less than forty (40) hours, in which case paid leave time shall accrue for the employee based upon the employee’s normal work week. For example, the normal work week for full-time teachers is thirty-five (35) hours (seven and one-half [7.5] hours a day), and the normal work week for professional non-teaching employees is forty (40) hours (eight [8.0] hours a day).

**C. Carrying Leave Forward**

Accrued and unused paid leave time shall be carried forward from fiscal year to fiscal year without limit except that substitute employees shall not accrue or be entitled to use more than forty (40) hours of paid leave time in any fiscal year regardless of the amount of leave carried forward from the prior year. For example, if a full-time substitute accrues forty (40) hours of paid leave time and uses twenty (20) hours of paid leave time in a given fiscal year, he/she would carry over twenty (20) hours of paid leave time into the following fiscal year. The substitute would start the following fiscal year with twenty (20) hours of paid leave time, and would only accrue in that year an additional twenty (20) hours of paid leave time for a total of forty (40) hours of paid leave time available for use in that fiscal year.

**D. Notice of Accrued Unused Paid Leave Time**

Attached to an employee’s regular paycheck shall be *a record of the following*: the amount of accrued paid leave time available to the employee, the amount of paid leave time taken by the employee to date in the fiscal year and the amount the employee has received as accrued paid leave time.

**E. Separation from Employment**

Professional and support staff shall receive no financial or other reimbursement upon an employee’s termination, resignation, retirement or other separation from employment for accrued unused paid leave time.

When an employee separates from employment and then is rehired within nine (9) months of separation, previously accrued paid leave time that the employee had not used shall be reinstated, and the employee shall be entitled to use such accrued paid leave time upon the re-commencement of employment.

Updated 2018/19
F. Use of Accrued Paid Leave Time

FMLA Leave

After five (5) consecutive days of use of paid leave time for sick leave, an eligible employee shall be placed on leave under the Family and Medical Leave Act ("FMLA") retroactive to the first day of such leave, unless the leave is for a reason that does not qualify as FMLA leave. The employee shall be contacted about the amount of FMLA leave he/she has and his/her FMLA rights. The employee’s accrued paid leave time (as well as any other paid leave) shall run concurrently with the employee’s FMLA leave.

Increments of Use

Accrued paid leave time may be used in increments of one (1) minute.

Accrual vs. Use

Although an employee begins to accrue paid leave time at the commencement of employment, he/she must wait until ninety (90) calendar days after commencing employment before using accrued paid leave time with the following exception: employees on Teacher Contracts and Professional Non-Teaching Contracts may start using accrued leave from the commencement of employment.

Notice of Use of Accrued Paid Leave for Sick Leave

When an employee uses accrued paid leave for sick leave purpose that is not foreseeable, the employee shall provide notice of the need for such leave to his/her immediate supervisor as soon as reasonably possible, but not later than 6:00 a.m. on the date the employee is to take leave, except in emergency situations where such notice cannot be given.

When an employee uses accrued paid leave for sick leave purpose that is foreseeable, the employee shall make good faith efforts to provide notice of the need for such leave to his/her supervisor well in advance of the use of the leave and shall attempt to schedule the leave at a time that does not unduly disrupt the operations of the District.

An employee shall notify the District's absence reporting system not later than 6:00 a.m. on the day leave is taken and indicate the reason for the absence. In emergency situations where such notice is not possible, the employee shall notify the District's absence reporting system as soon as possible.

Reasonable Documentation of Sick Leave and Review of the Use of Sick Leave

Each fiscal year, for the first forty (40) hours of paid leave used for sick leave purposes, the District will not require that an employee provide independent documentation from a health care professional or other documentation indicating that the leave is necessary. After the employee uses forty (40) hours of paid leave for sick leave purposes in a given fiscal year, the supervisor may ask the employee for independent medical or other documentation indicating that additional leave is necessary.

When an employee is asked to provide independent medical documentation of paid leave taken for illness or injury of the employee or a family member, documentation from a health care professional indicating that the leave is necessary shall be sufficient. Medical documentation need not reference any information about the medical condition. For accrued paid leave taken in the case of domestic violence, sexual violence, abuse or stalking, the forms of independent documentation set out in A.R.S. § 23-373(G) will be considered sufficient.

Subject to the restrictions set out above, the District administration is authorized to review and investigate the use of sick leave by District employees. An employee is expected to cooperate with such investigation and supply to the District administration appropriate documents reasonably requested relating to the employee’s use of sick leave. Any employee who can be shown to have misused the
District’s sick leave policy is subject to discipline, which may include reprimand, suspension and/or dismissal.

Notice of Use of Accrued Paid Leave for Personal Business

An employee may request use of accrued paid leave for personal business. To do so, the employee must submit to his/her immediate supervisor a written leave request at least five (5) days in advance of taking accrued paid leave for personal business. In the written leave request, the employee shall inform his/her supervisor of the purpose for which leave is being taken, the expected date of return from leave, and how the employee may be contacted during the leave. Based on the number of other employees requesting leave for personal business and the anticipated impact the absences would impose on the District’s business operations, a supervisor may deny an employee's request for leave for personal business. Also, any request for personal business days with a duration of three (3) or more consecutive days is subject to approval based upon whether the employee could have reasonably been expected to conduct the personal business in less than three (3) days. Paid leave requested for personal business may also be denied if the leave request would violate the restrictions set out below.

If there is an emergency and it is not possible for an employee to request leave for personal business in the manner set forth above, leave may be approved on a case-by-case basis at the discretion of the Superintendent based on the operational needs of the District.

In addition to receiving advance approval of paid leave for personal business, the employee shall also notify the District’s absence reporting system not later than 6:00 a.m. on the day leave is taken and indicate the reason for the absence. In emergency situations where such notice is not reasonably possible, the employee shall notify the District’s absence reporting system as soon as possible.

Restrictions on the Use of Paid Leave for Personal Business

During a fiscal year, a certificated employee may use no more than fourteen (14) paid leave days for personal business, and a support staff employee may use no more than seventeen (17) paid leave days for personal business.

No personal business days may be used on the following occasions:

- For vacation or as an extension to an employee’s vacation.
- The day before or immediately following a legal holiday, a school vacation period or a school recess.
- In-service training days or parent-teacher conference days or testing days.
- During the first or last week of the school year.

When in the judgment of the administration, the number of leaves would adversely impacts the delivery of services by the department or school.

Except under extenuating circumstances that have been approved by the Superintendent prior to an absence, any absence not used for sick leave purposes during one of the restricted times set out above will result in the employee not being paid for the period of absence.

The District administration is authorized to review and investigate any use of paid leave for personal business by District employees. An employee is expected to cooperate with such investigation and supply to the District administration appropriate documents reasonably requested that relate to the employee's use of paid leave for personal business. Any employee who can be shown to have misused paid leave for personal business is subject to discipline, which may include reprimand, suspension and/or dismissal.

Updated 2018/19
G. Maternity Leave, Birth in Family, Adoption and Foster Child Placement

An employee is entitled to use up to: a) thirty (30) days of accrued paid for pregnancy; b) five (5) days of accrued paid leave for the birth of a son or daughter; and, c) thirty (30) days of accrued paid leave for the adoption of a son or daughter or for a foster child placement. An employee should give notice of intent to take leave under this section as soon as reasonably possible.

For maternity leave, an employee shall submit a letter from her physician to the District's Benefits Office, at least thirty (30) days prior to an employee's expected departure date, setting out the employee's expected departure and delivery dates. If an employee needs more than thirty (30) days of leave for pregnancy, an additional physician's statement will be required.

Under the Family and Medical Leave Act (Policy GCCC), an eligible employee is entitled to use up to twelve (12) weeks of leave for maternity leave, a birth in the family, adoption or a foster child placement. Any leave taken by an employee under the Family and Medical Leave Act shall run concurrent with leave taken under this Policy GCCA.

H. Exhaustion of Paid Leave

When a staff member exhausts all days of accrued paid leave but is unable to return to work, the employee must request an unpaid leave of absence pursuant to District Policy GCCC.

The pay of an employee who has exhausted all accrued leave shall be docked for any additional leave taken.

I. Retaliation Prohibited

The District shall not engage in retaliation or discriminate against an employee or former employee because he/she has exercised protected rights. Such rights include, but are not limited to, the right to request or use accrued paid sick time.

School business

At the earliest possible time, the employee shall then notify the school administrator/designee of the employee’s absence.

Policy: GCCA-R Professional/Support Staff

PROFESSIONAL / SUPPORT STAFF GENERAL LEAVE
(Paid Leave - (Purposes for which Sick Leave May be Taken and Definition of Family Member Pursuant to A.R.S. § 23-373)

The following are the purposes for which leave may be taken pursuant to A.R.S. § 23-373:

- An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;

- Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;

- Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize

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the health of others because of his or her exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease; or

- Absence necessary due to domestic violence, sexual violence, abuse or stalking, provided the leave is to allow the employee to obtain for the employee or the employee's family member: (a) Medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual violence, abuse or stalking;(b) Services from a domestic violence or sexual violence program or victim services organization;(c) Psychological or other counseling;(d) Relocation or taking steps to secure an existing home due to the domestic violence, sexual violence, abuse or stalking; or (e) Legal services, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual violence, abuse or stalking.

- The definition of “Family Member” for leave taken pursuant to A.R.S. § 23-373 means the following:
  - Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was a minor;
  - A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child;
  - A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
  - A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or
  - Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

LIABILITY INSURANCE


The Trust will provide the District, its employees and governing Board Members with the following liability coverage:

$25 million each occurrence, $25 million annual aggregate. Aggregate applicable to Professional Liability only. Coverage continuous until terminated by the District or Trust.

This verification is provide evidence that coverage is maintained in full force and effect for the District, and its Teachers and Administrators, other employees, and Governing Board Members while acting within the scope of the authorization granted. As respects General Public Liability and Professional Liability Insurance coverage is subject to the terms, conditions, exclusions and deductibles contained in Agreement No, 120 Appendix A.1.

If you have any questions on coverage or to report an incident contact the appropriate Administrator at the District.

MILITARY LEAVE

Sunnyside Unified School District supports employees who serve in the military, either full-time or as reservists, and will grant leaves of absence and provide returning service men and women with all rights and benefits required under the law. Should you be called to active duty, notify your administrator as soon

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as possible and contract Human Resources for complete information regarding military leave policy and guidelines.

Upon release from active duty, reservists are reinstated to the positions they left (or positions of like status, pay and seniority), as if there had been no break in service provided they apply of reinstatement within the period required by law, and are qualified to perform the job.

**Policy GCCD Military Leave**

**PROFESSIONAL/SUPPORT STAFF MILITARY/LEGAL LEAVE**

The Board recognizes the fact that its employees have citizenship responsibilities, and, in order to make it possible for said employees to carry out their responsibilities to the city, county, state, or nation, the Board will grant leaves, in addition to jury duty, when an employee is called to attend field training services for the Military Reserve or National Guard and when an employee is a victim of a juvenile or adult crime exercising a right to be present at a proceeding as defined in statute.

When an employee receives notice that requires leave as delineated above, it is the responsibility of the employee to notify the Superintendent or principal.

**Jury Duty**

It is recognized by the Board that no employee is exempt from jury duty and that leaves of absence for such duty must be granted.

- Only the regular salary may be received by an employee on jury duty.
  - It is the responsibility of the employee to reimburse the District for jury duty pay when such payment is made directly to the employee. Failure to reimburse the District at the completion of the jury duty service will result in a full deduction equal to the number of contract days missed.
  - An employee excused from jury duty after being summoned shall report for regular duty as soon as possible. Failure to report for duty will result in a deduction equal to that portion of a contract day missed [A.R.S. 21-236].

**Victim Leave**

Statute provides that an employer who has fifty (50) or more employees shall permit an employee leave if the employee is the victim of juvenile or adult crime and is exercising a right to be present at a proceeding as defined in A.R.S. 8-420 or 13-4439. Compensation may be provided if the employee has available vacation or to the extent other leave may be available by policy.

- An employee's accrued vacation, personal, sick or other applicable leave shall be used to the extent available by policy.
- If paid leave is unavailable, the employee must request an unpaid leave of absence in accord with policy.
- Before an employee may leave work for this purpose, the employee shall provide the employer with a copy of the form provided by law enforcement and if applicable a copy of the information the law enforcement agency provides the employee pursuant to either A.R.S. 8-386 or 13-4405.
- Leave for this purpose may be limited if the leave creates an undue hardship to the employer's business.

**Military Leave**

- An employee who is a member of the Military Reserve or National Guard shall be entitled to a leave of absence without loss of pay, time, or efficiency rating when engaged in field training [A.R.S. 26-168 and 38-610].
- An employee who is a member of the uniformed service may use any vacation leave or other accumulated paid time off during their service, or may take unpaid leave of absence.

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• In addition, the District’s payment of the employee's health, dental, and life insurance premiums will be extended.
• The District must reemploy uniformed service members, as defined in 38 U.S.C. 4303, returning from a period of service, if the service member:
  o Was employed by the District.
  o Gave the District notice that he or she was leaving the job for service in the uniformed services, unless giving notice was precluded by military necessity or otherwise impossible or unreasonable.
  o Has a cumulative period of service in the uniformed services not exceeding five (5) years.
  o Was not released from service under dishonorable or other punitive conditions.
  o Has reported back to the District in a timely manner or has submitted a timely application for reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act.

RETIREMENT PROGRAM

Policy: GCQE-EA Retirement of Professional Staff Members

RETIREMENT OF PROFESSIONAL STAFF MEMBERS
(Retirement Incentive for Certificated Employees)

*These policies are lengthy and contain a number of eligibility requirements. Please see the official Sunnyside Unified School District Governing Board Policy manual for specifics.

Policy: GDQC* RETIREMENT OF SUPPORT STAFF MEMBERS

*These policies are lengthy and contain a number of eligibility requirements. Please see the official Sunnyside Unified School District Governing Board Policy manual for specifics.

VACATION AND HOLIDAYS

Policy: GCD Professional/Support Staff Vacations and Holidays

PROFESSIONAL/SUPPORT STAFF VACATIONS AND HOLIDAYS

The following shall govern the accrual, accumulation, use of, and compensation for vacation for certificated and non-certificated administrative and supervisory employees of the District. For convenience of reference, all certificated and non-certificated administrative and supervisory employees shall be referred to in this policy as "administrators."

Each administrator shall be entitled to receive and use vacation as provided in this policy, depending on the classification of the administrator. For the purpose of this policy, the following three classifications of administrators are designated:

• 238-day administrators - any administrator assigned to a school building whose contract requires the administrator to work two hundred thirty-eight (238) days each year.
• High school principals.
• 260-day administrators - all other administrators.
  Notwithstanding the above, this policy shall apply to the Superintendent only to the extent that its terms are consistent with the terms of the Superintendent's contract in effect. Otherwise, the Superintendent's entitlement to vacation shall be governed by the terms of his contract of employment with the District.
Vacation Policy
All administrators are required to report and account for all vacation time taken. Any absence from an administrator's assigned job duties must be reported to the proper authorities so that the time may be deducted from the appropriate category of accrued leave (e.g., vacation leave).

Entitlement to vacation by high school principals: Each high school principal shall receive twenty-three (23) days of paid vacation following each full year of employment with the District. This vacation may be taken any time during June and July with approval by the Superintendent. Vacation may not be taken at other times.

No entitlement to vacation for 238-day administrators: 238-day administrators do not receive paid vacation because they work less than the complete fiscal year.

Entitlement to vacation by 261-day administrators: Each 261-day administrator shall be entitled to receive paid vacation consisting of twenty-three (23) working days each year.

Accrual and use of vacation by 261-day administrators and high school administrators; compensation at separation of employment: Vacation days for 261-day administrators may be used at any time, subject to approval by the Superintendent. Vacation times requested must not unreasonably interfere with the administrator's duties. Twelve (12) month administrators shall accrue twenty-three (23) vacation days each fiscal year. Any amounts not used shall carry over into the next fiscal year and shall be for reimbursement purposes only. Upon termination or retirement from the District, the twelve (12) month administrator shall be compensated for not more than forty-six (46) days of accrued and unused vacation at the rate of compensation at the time. The District shall compensate him/her monetarily for all accrued and unused vacation days in excess of twenty-three (23) days as of June 30 of any school year at the twelve (12) month administrator's then current rate of compensation, subject to budget capacity.

For 261-day administrators and high school principals, vacation days accrue at a monthly rate equal to one-twelfth (1/12) of the number of annual vacation days, rounded down to the nearest tenth (1/10) of a day, for the first eleven (11) months, with the remainder accrued during the 12th month. (For example, for 261-day administrators earning twenty-three [23] vacation days per year, the accrual rate is one and nine-tenth [1.9] days per month. This is calculated as follows: twenty-three [23] vacation days divided by twelve [12] months equals 1.9166 days per month, rounded to one and nine-tenth [1.9] days per month for the first eleven [11] months and two and one-tenth [2.1] days for the twelfth month [11 times 1.9 equals 20.9; 23 minus 20.9 equals 2.1 days for the twelfth month; 20.9 plus 2.1 equals 23 total days].) Vacation days may not be used until they are accrued, and for high school principals may be used only during the days set forth above in the first paragraph under "Vacation Policy."

Administrative Support Staff
Administrative support staff members are controlled by contract or salary agreement as to vacation days earned.
Requests for vacation must have approval by the Superintendent, must be in writing, and shall be submitted to the personnel office.

Non-administrative Support Staff

Vacation benefits:
- Vacation time shall be accumulated at the rate of five-sixths (5/6) of a day per month, or to a maximum of ten (10) days for any twelve (12) month period of time.
- Following five (5) years of employment as a salaried employee in the District, vacation time shall accumulate at the rate of one and one-quarter (1 1/4) days per month, or to a maximum of fifteen (15) days for any twelve (12) month period of time.
- Following ten (10) years of employment as a salaried employee in the District, vacation time shall be accumulated at the rate of one and seven-tenth (1.7) days per month, or to a maximum of twenty (20) days for any twelve (12) month period of time.
- Only twelve (12) month employees shall be entitled to accumulate vacation time.

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• The date the employee is placed on a twelve (12) month status should be used in determining the rate at which vacation time shall be accumulated.
• Vacation time shall not be accumulated for more than one (1) year.
• No vacation time shall be paid to employees who terminate service with less than six (6) months of employment.
• Following a minimum of six (6) months, employees shall be eligible to use accumulated vacation, upon approval by the Superintendent or designee.
• Requests for vacation must have approval by the Superintendent, must be in writing, and shall be submitted to the personnel office.
• When a holiday occurs during an employee's regularly scheduled vacation period, the vacation shall be extended a number of days equal to the holiday(s).
• Vacation accumulated as of June 30 of the fiscal year must be used by the employee before the following January 1.

Employees shall be entitled to all legal holidays during the school year as announced by the Superintendent and in conformance with Arizona Revised Statutes. Other holidays will be established by the school calendar.

WORKERS COMPENSATION

Employment law governs pay and benefits, and severe cases may deal with layoffs, unemployment or physical or mental injury incurred while working. Employers must treat their workers with fairness and equality

Policy: GBGD Workers’ Compensation

WORKERS’ COMPENSATION

All employees shall be covered by workers’ compensation insurance for any accident while on assignment, including an accident on school property or while on official business off school property. An employee must report any such accident to the supervisor’s office immediately, since a report on the time of the accident, persons involved, and how it happened is required.

EMPLOYEE GENERAL INFORMATION

CONFERENCES, VISITATIONS, WORKSHOPS

Policy: Professional/Support Staff Conferences/Visitations/Workshops GCCE

To attend meetings or conferences, employees must obtain approval from the administration at least ten (10) days prior to the meeting or conference dates (whenever such prior request is possible).

The following guides will be used in granting released time and/or travel expenses:

• Availability of a substitute, if one is necessary
• Funds available in the appropriate budget
• Value of the meeting or conference

With prior approval, a per diem subsistence allowance, and/or mileage, for private automobiles may be paid as provided in state law or Board policies. The necessary forms and instructions for filing travel claims are available at the administration office.

Updated 2018/19
Policy: GCCE-E Professional/Support Staff Conferences/Visitations/Workshops
PROFESSIONAL/SUPPORT STAFF
CONFERENCES/VISITATIONS/WORKSHOPS

Attendance at Professional Meetings

With approval by the Superintendent, employees may be absent without loss of pay to attend, as District representatives or duly elected delegates, professional meetings and conferences concerned with the improvement of public education.

A request to attend a meeting, with or without loss of pay, must be submitted in writing to the school principal, and then forwarded to the Superintendent or Assistant Superintendent, ten (10) days in advance of the anticipated absence.

Granting of approval for attendance at a professional meeting, with or without loss of pay, shall be governed by the following conditions:

- The availability of a substitute if needed
- Budget limitations
- Expected value for the District to be derived from an individual’s participation in a professional meeting/conference.

Certificated personnel will be granted attendance at no more than one (1) out-of-District meeting per year without loss of pay unless, in the judgment of the Superintendent, there is adequate reason to waive such condition.

Approval for attending out-of-District meetings will be granted on a rotating basis between schools, among departments, and within departments. This procedure will permit as many schools and departments as possible to benefit from professional meetings.

Request for travel outside the state of Arizona must be submitted to the Superintendent one (1) week prior to the regular Board meeting that precedes the absence, and in no event less than ten (10) days preceding the anticipated absence. The Board must act on all out-of-state travel.

DISCIPLINE, SUSPENSION, AND DISMISSAL

Policy: GCQF Discipline, Suspension, and Dismissal of Professional Staff Members

DISCIPLINE, SUSPENSION, AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

Categories of Misconduct

Certificated staff members may be disciplined for infractions that include, but not limited to, the following categories: Engaging in unprofessional conduct.

- Committing fraud in securing appointment.
- Exhibiting incompetence in their work.
- Exhibiting improper attitudes.
- Neglecting their duties.
- Engaging in acts of insubordination.
- Engaging in acts of child abuse or child molestation.
- Engaging in acts of dishonesty.
- Being under the influence of alcohol while on duty.

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- Engaging in the use of narcotics or habit-forming drugs.
- Being absent without leave.
- Engaging in discourteous treatment of the public.
- Engaging in improper political activity.
- Engaging in willful disobedience.
- Being involved in misuse or unauthorized use of school property.
- Being involved in excessive absenteeism.
- Carrying or possessing a weapon on school grounds unless they are peace officers or have obtained specific authorization from the appropriate school administrator.

For additional explanation, refer to Policy Manual G-6100, GCQF and Policy Manual Exhibit G- 6131, GCQF-E.

**Policy: GDQD Discipline, Suspension, and Dismissal of Support Staff Members GDQD DISCIPLINE, SUSPENSION, AND DISMISSAL OF SUPPORT STAFF MEMBERS**

**Disciplinary Action**

In all cases where a supervisor deems that serious disciplinary action is required, the Executive Director of Human Resources shall be contacted prior to the implementation of such action. Employees shall be informed of the specific reasons and shall be advised of their right to appeal. Such information must be provided in writing, with a copy to the Executive Director of Human Resources.

In the interest of District-wide equity in applying disciplinary action, and because of the increasing complexity of employee rights legislation at both state and federal levels, the Executive Director of Human Resources is to be consulted before the initiation of any disciplinary action.

It is the policy of the District to provide employees, whose work has been judged to be unsatisfactory, opportunities to improve their performance. Therefore, such employees will, where practical, receive counseling prior to disciplinary action. This may be accomplished through the Plan of Assistance for Improvement.

Disciplinary action other than suspension or dismissal shall be considered constructive measures for the correction of deficiencies in the performance or conduct of productive employees who otherwise warrant retention. For this reason, such actions should be taken only to the degree of severity necessary to obtain the required improvement. Supervisors are authorized to take disciplinary actions including official reprimands or the establishment of the employee Plan of Assistance program. Recommendations for suspension or dismissal must be submitted to the Executive Director of Human Resources. Whenever disciplinary action is required, the corrective nature is to be in the form of a memorandum or official notice of deficiency to the staff member and must indicate the specific deficiencies and corrective action required for satisfactory performance.

Dismissal or suspension of staff members shall be authorized only in accordance with the established procedures. Suspension or dismissal must be approved by the Governing Board.

**Types of Disciplinary Action**

**Reprimand:** Official reprimands are least severe disciplinary action and may either be oral or in writing. Written reprimands in the way of Notice of Deficiency should be used for more serious offenses or deficiencies and where there is a possibility of suspension or dismissal for repeated offenses.

Reprimands/Notices of Deficiency indicate to the employee the specific nature of his deficiencies and
what action is required for improvement. Any record of dates of prior discussions of deficiencies and specific points discussed are to be included in written reprimands.

- The best means of giving official reprimands is a letter to the employee or the official Notice of Deficiency.
- Notices of Deficiency or reprimands may not be appealed by employees, since no adverse action is actually being taken. Employees do have the right to respond to the notice in writing and state their positions.

**Suspension:** Suspension, the temporary release of a staff member from duty with or without pay, is a more severe action and may be used only once for each kind of offense. Should an employee’s conduct or performance warrant more than a suspension, dismissal should be considered.

- Suspensions should be imposed in direct proportion to the significance of an offense or deficiency. The procedure in notifying the Executive Director of Human Resources prior to disciplinary action is to be followed.
  - Notice of suspension must be given to the employee in writing and indicate:
    - The reason for the action.
    - Inclusive dates of suspension.
    - The employee’s right to appeal.
- If a supervisor views a situation as being so severe as to deem it necessary to immediately remove the employee from the premises, the supervisor may do so orally. A written confirmation notice from the Executive Director of Human Resources will be delivered in person or sent by certified mail to the employee within twenty-four (24) hours.

**Disciplinary probation:** A disciplinary probation period, in the form of the Plan of Assistance for Improvement, may be imposed because of conduct or substandard performance.

- This disciplinary probation period shall last a minimum of thirty (30) days to a maximum of six (6) months.
- The Plan of Assistance for Improvement will include:
  - Description of deficiency, related standards of job description items.
  - Supervisor expectation – how things should “look” after the deficiency has been corrected.
  - Recommend program to correct deficiency.
  - Assistance and resources to be provided.
  - Date by which plan must be completed (minimum or thirty [30] days). This plan may be terminated after thirty (30) days and prior to the date noted for any reason(s) deemed appropriate by the school system.
- The imposition of a Plan of Assistance Program does not create an obligation on the part of the supervisor to refrain from other disciplinary action during this period, including, but not limited to, suspension or dismissal.

**Nonrenewal:** This process will apply only to employees who have completed three (3) or more years of continuous service to the District. This section does not apply to employees who are not renewed due to budgetary reasons or restructuring of the organization, nor does it include employees who are on terminal contracts or if an employee does not maintain or fails to obtain certification, licenses or coursework required for their position.

- If a supervisor of an employee deems that a non-renewal or an employee is necessary, then the Executive Director of Human Resources will be consulted in advance in accordance with this
policy. All of the facts surrounding the recommendation for nonrenewal will be discussed at that time.

• Upon approval by the Executive Director of Human Resources, the employee’s supervisor will prepare a written recommendation to not renew, to include:

  o Effective date.
  o Reason(s) for the recommendation.
  o All documentation of previous unsatisfactory service.
  o A summary of any effort to correct the cause for nonrenewal.
  o A summary of the employee’s appeal rights will be sent to the assistant superintendent for educational services who will issue a recommendation to the Governing Board.

Delivery of non-renewal notices will be directly from the Executive Director of Human Resources to the staff member. If this is not possible, delivery will be made by certified United States mail, return receipt requested.

**Dismissal:** (Note: The following procedure will apply in the majority of dismissal cases; however, special circumstances require that an employee be removed immediately from the premises.)

• If the supervisor of an employee deems that dismissal is necessary, then the Executive Director of Human Resources will be consulted in advance in accordance with this policy. All of the facts surrounding the dismissal recommendation and/or Plan of Assistance for Improvement will be discussed at that time.

• Upon approval by the Executive Director of Human Resources of a presentation to the Governing Board for a recommendation to dismiss, the employee’s supervisor will prepare a written notice of dismissal, to include:

  o Effective date.
  o Reason(s) for the recommendation.
  o All documentation of previous unsatisfactory service.
  o A summary of any effort to correct the cause for dismissal.
  o A summary of the employee’s appeal rights.

• Delivery of dismissal notices will be directly from the Executive Director of Human Resources to the staff member. If this is not possible, delivery will be made by certified United States mail, return receipt requested.

**Probationary Employees**

This policy shall not be applicable to employees who have not been employed for more than six (6) months with the District. Employees are employed at the will of the District, have no expectation of continued employment, and may be subject to dismissal at any time during or at the conclusion of the initial employment period, for any reason or no reason, at the discretion of the Governing Board. Employees who are terminated during the first six (6) months of employment shall not be entitled to receive due process or other hearing procedures.
EVALUATION

Policy: GCO Evaluation of Professional Staff Members

EVALUATION OF PROFESSIONAL STAFF MEMBERS
(Evaluation of Teachers)

Evaluation of the professional staff shall include all certificated teachers. Such evaluation shall be based on this Policy GCO. The Teacher Evaluation System Handbook can be downloaded and found in True North Logic under resources and with forms in the Human Resource webpage.

Policy: GCO-RA Evaluation of Professional Staff Members

EVALUATION OF PROFESSIONAL STAFF MEMBERS

I. Evaluators:
A. The Superintendent will compile an updated listing of those who have successfully completed the District required evaluator training and submit this list of newly trained evaluators prior to the first scheduled staff observation by an evaluator to the Governing Board for designation as qualified evaluators. The evaluator shall be responsible for the final written and official statement of evaluation, which shall be in writing, and a copy shall be transmitted to the certificated teacher within five (5) days after completion of the evaluation. [A.R.S. 15-537]
B. The Superintendent shall implement the specific training requirements for qualified evaluators prescribed by the Governing Board.
C. Best practices for professional development and evaluator training adopted by the State Board of Education should be referenced by the Superintendent periodically as the State Board has the authority to periodically make adjustments to align with the model framework for teacher and principal evaluations with assessment data changes at the state level.
D. Classroom Observations by Evaluator:
   1. The teacher performance evaluation system shall include at least two (2) actual classroom observations of the certificated teacher demonstrating teaching skills in a complete and uninterrupted lesson by a qualified evaluator. However, the Governing Board may waive the requirement of a second classroom observation for a continuing teacher whose teaching performance based on the first classroom observation places the teacher in one (1) of the two (2) highest performance classifications for the current school year, unless the teacher requests a second observation.
   2. There shall be at least sixty (60) calendar days between the first and last observations.
   3. Preliminary notice of inadequacy may follow the first observation.
   4. The last observation may follow the issuance of a preliminary notice of inadequacy of classroom performance, the completion of any performance improvement plan and be used to determine whether the teacher has corrected inadequacies and has demonstrated adequate classroom performance.
   5. An observation shall not be conducted within two (2) instructional days of any scheduled period in which school is not in session for one (1) week or more.
   6. Informal or additional formal observations may be made at the discretion of the administrator. Observations that do not constitute a complete and uninterrupted lesson shall not be considered in determining performance ratings and may only be used to provide feedback to improve instructional performance.
E. Procedural Steps in the Process of Evaluation:
   1. The evaluation procedures shall be reviewed at each school. At the beginning of the school year, the principal shall meet with the school's faculty for the purpose of orienting the teachers to
the total evaluation plan. Any teacher that is hired after the school year begins must also be given a review of evaluation procedures prior to the teacher's evaluation.

2. Within five (5) working days after each observation, the qualified evaluator observing the teacher shall provide written feedback to the teacher. The Final Summative Report sign-off conference for the Final Summative Report can occur up until the last contract day of the certified employee. A copy shall be retained for the principal's file, and a third copy shall be placed in the teacher's personnel file and made available to authorized District officers and employees and as otherwise provided by law.

3. The results of an annual evaluation shall be in writing, or provided in electronic format to the certificated teacher and a copy shall be transmitted or provided in an electronic format to the certificated teacher within five (5) business days after completion of the evaluation.

4. Either the qualified evaluator or another Board designee shall confer with the teacher to make specific recommendations as to the areas of improvement in the teacher's performance and to provide professional development opportunities for the certificated teacher to improve performance and follow up with the teacher after a reasonable period of time for the purpose of ascertaining that the teacher is demonstrating adequate performance.

5. The certificated teacher may initiate a written reaction or response to the Final Summative Report. The official evaluation shall be reduced to writing and signed by both the teacher and the evaluator. The teacher's signature shall not mean concurrence. The teacher shall be allowed ten (10) calendar days to write and submit any comments, which shall be attached to the evaluation.

6. Copies of the evaluation report and performance classification of a certificated teacher retained by the Governing Board and the Department of Education are confidential, do not constitute a public record and shall not be released to any person except to those stipulated in A.R.S. 15-537 which allows release to certain prescribed parties, including school districts and charter schools that inquire about the performance of the teacher for prospective employment purposes.

7. A school district or charter school that receives information about a certificated teacher from the evaluation report and performance classification shall use this information solely for employment purposes and shall not release or allow access to this information by any other person, entity, school district or charter school for employment purposes.

F. Preliminary Notice of Inadequacy of Classroom Performance:

1. A teacher whose classroom performance has been evaluated as being inadequate shall be given a preliminary notice of inadequacy of classroom performance if the teacher may be dismissed or nonrenewal because of this notice. The notice will provide the teacher at least forty-five (45) instructional days in which to overcome the inadequacies and shall specify the nature of the inadequacy with such particularity as to furnish the teacher an opportunity to correct the inadequacies and maintain adequate classroom performance as defined by the Governing Board.

2. The Superintendent is authorized to issue preliminary notice of inadequacy of classroom performance without prior Board approval. The Superintendent will notify the Board of such issuance within ten (10) days of such issuance.

3. The preliminary notice of inadequacy of classroom performance shall be accompanied by a performance improvement plan designed to help the teacher correct inadequacies and demonstrate adequate classroom performance.

G. Nonrenewal/Dismissal of Certificated Employees:

1. The Board shall authorize, as necessary, and send notice to teachers who will not be reemployed for the ensuing school year.

2. The written notice of intention to dismiss or not to reemploy shall include a copy of any valid evaluation pertinent to the charges made.

3. Notice of the Board's intention not to reemploy the teacher shall be made by delivering it personally to the teacher or by sending it by registered or certified mail to the teacher at the teacher's place of residence, as recorded in the District's records. The notice shall incorporate a statement of reasons for not re-employing the teacher.

Updated 2018/19
4. If a teacher does not correct inadequacies and demonstrate adequate classroom performance following the preliminary notice of inadequacy of classroom performance accompanied by a performance plan and the statutory time allocated for such improvement has elapsed, a written notice of intention to dismiss or not to reemploy may be issued.

5. The Governing Board shall give any certificated teacher notice of intention to dismiss or not to reemploy if such intention is based on charges of inadequacy of classroom performance. The Governing Board or its authorized representative at least forty-five (45) instructional days before such notice, shall give the teacher written preliminary notice of inadequacy of classroom performance, specifying the nature thereof with such particularity as to furnish the teacher an opportunity to correct inadequacies and maintain adequate classroom performance. A notice of the Governing Board's intention to dismiss or not to reemploy for inadequacy of classroom performance shall not be issued until the District has completed an observation at the conclusion of a performance improvement plan.

6. In the case of a continuing teacher, if the teacher does not demonstrate adequate classroom performance within the allotted time the Board shall dismiss the teacher as provided by statute.

II. Contracts of Certificated Employees:

A. The Governing Board shall offer a teaching contract for the next ensuing school year to each certificated probationary teacher who is under a contract of employment with the District for the current school year, unless the Governing Board, a member of the Board acting on behalf of the Board or the Superintendent gives notice to the teacher of the Board's intention not to offer a teaching contract or unless such teacher has been dismissed.

B. The Governing Board shall offer to each certificated continuing teacher who has been employed more than the major portion of three (3) consecutive years and who is under contract of employment with the District for the current year a contract renewal for the next ensuing school year unless the teacher has been given notice of the Board's intent not to offer a contract and to dismiss the teacher as provided by statute.

C. The Governing Board shall offer a contract to each certificated teacher who is not designated in the lowest performance classification and was offered a contract in the prior year unless the teacher has been given notice of the Board's intent not to offer a contract and to dismiss the teacher.

D. The teacher's acceptance of the contract must be indicated within fifteen (15) business days from the date of the teacher's receipt of the written contract or the offer of a contract is revoked.

1. Receipt is considered to have occurred when the written contract is
   A. personally delivered,
   B. placed in the teacher's school-provided mailbox, including electronic mail, or
   C. two (2) days after being placed in a United States Postal Service mail box.

E. The teacher accepts the contract by signing the contract and returning it to the Governing Board or by making a written instrument which accepts the terms of the contract and delivering it to the Governing Board. If the written instrument includes terms in addition to the terms of the contract offered by the Board, the teacher fails to accept the contract.

F. The Governing Board may transmit and receive contracts of certificated employees in an electronic format and may accept electronic signatures on those contracts. Additional provisions are as follows:

1. If a contract has not been transmitted to the certificated employee by the end of the current school year, an electronic contract to that certificated employee, if provided in that format by the District, shall be transmitted prior to the start of the next school year shall be submitted to both the certificated employee's District e-mail as well as the certificated employee’s personal e-mail in order to notify the certificated employee of the offer of contract.

2. Each certificated employee shall be responsible for submitting his or her personal e-mail to human resources personnel at the District for this purpose.

3. Documents transmitted in an electronic format pursuant to this subsection shall be considered written documents for the purposes of sections 15-536 and 15-538.01.
4. If the Governing Board has so adopted, electronic signatures are to be followed by original signatures within a specified time period.

5. The Governing Board that accepts an electronic signature for a certificated employee's contract shall provide validation to the certificated employee that the contract has been transmitted

III. Principals, Other Administrators and Certificated School Psychologists:

A. Evaluation will be a cooperative procedure, with the evaluator and the evaluatee having full knowledge of the criteria and process.

B. The results of an annual evaluation shall be in writing, or be provided in electronic format, to the evaluatee and a copy shall be transmitted or provided in an electronic format within five (5) business days after completion of the evaluation.

C. Evaluation documents and procedures shall be developed based on the unique responsibilities and expectations inherent in the assignment.

D. The evaluation and performance classification of each principal in the District will be made available to school districts and charter schools that are inquiring about the performance of the principal for hiring purposes.

IV. Principal, Other Administrator, and Certificated School Psychologist

A. Contract Renewal:

1. If the administrator's contract with the District is for more than one (1) year, but not exceeding three (3) years, on or before May 15 of the last year of the contract, the Board shall offer a contract for the next school year to the administrator unless on or before April 15 the Board gives notice to the administrator of the Board's intention not to offer a new administrative contract.

2. If the administrator's or psychologist's contract with the District is for a single year, on or before May 15 of each year the Board shall offer a contract for the next school year to the administrator or psychologist unless on or before April 15 the Board gives notice to the administrator or psychologist of the Board's intention not to offer a new administrative contract or psychologist's contract.

Policy: GDO Evaluation of Support Staff

EVALUATION OF SUPPORT STAFF MEMBERS

All support personnel shall be evaluated by the appropriate supervisor or administrator. A written evaluation of effectiveness of each support staff member shall be completed during the first year of employment and not later than ninety (90) days after the first day of work. A second first-year evaluation will be not later than the anniversary date of employment. At least once each year thereafter, an evaluation will be conducted. The evaluation will be used to increase job proficiency and for recommending continued employment.

GRIEVANCES

Policy: GBK Staff Grievances

STAFF GRIEVANCES

Effective communication between District employees, the administrative staff, and the Board is essential for proper operation of the schools. The Governing Board authorizes the establishment of grievance procedures for employees as the prescribed means of resolving grievances at the earliest date and the lowest possible administrative level.

Such procedure shall provide Board review and disposition of any grievance that cannot be resolved at the administrative level. The decision of the Governing Board is final.

Updated 2018/19
Policy: GBD-RA Staff Grievances

STAFF GRIEVANCES
(Certificated Staff)

The major assets of any educational organization are quality of all personnel employed, the staff relationships that exist throughout the organization, the procedures for policy formation and adoption, and the plans for enhancing educational opportunities for students. A grievance policy encourages unobstructed communications for all staff members, delineates procedures for resolving concerns and grievances that may exist, and is designed to improve the morale, responsibility, and staff relationships within a district.

Definitions

A grievance is a claim by a teacher, or by a group of teachers or the recognized association, that there has been a violation, misinterpretation, or failure to apply the provisions of Board policies.

A grievant may be any teacher or group of teachers or the recognized association.

A party of interest is the person asserting a grievance or an employee who might be required to take action or against whom action might be taken in order to resolve a grievance, or the recognized association.

The term days, when used in the policy, shall be working days when teachers are in attendance, except as otherwise stated.

The appropriate administrator is the administrator whose action or failure of action precipitates the complaint. In cases where this is not the immediate supervisor, the immediate supervisor shall be notified of the action being contemplated.

Superintendent shall mean the Superintendent of the District.

Procedure for Filing a Grievance

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems that may arise from time to time. With the permission of the grievant, the recognized association shall have the opportunity to be present and to state its views at the formal procedure Levels One and Two. If the association is not present and the grievance is not resolved, the association shall receive recorded transcripts of the proceedings or a complete and detailed written summary of events and issues, and the opportunity to present a written report before the decision is rendered. The association shall be present and have the opportunity to state its views at formal procedure Levels Three and Four. The grievant shall not contact the Assistant Superintendent, Superintendent, or Governing Board to discuss the grievance. This restriction is lifted on the date the arbitrator makes a written award.

Initiation and Processing

Informal procedure:

In an effort to resolve a grievance on an informal plane, the grievant must, within thirty (30) calendar days of the act that precipitated the grievance, make an appointment with the appropriate administrator for the purpose of discussing the situation prior to taking steps for formally filing a grievance. This informal procedure shall include only the appropriate administrator and the grievant (one to one). Either party may terminate discussion at any time during this meeting.

Updated 2018/19
**Formal procedure:**

- **Level One:**
  - If the grievant is not satisfied in the informal conference, the grievant may, after a minimum of two (2) days and a maximum of ten (10) days, file a formal written grievance with the appropriate administrator. In the event the two (2) days occur on the last contract dates with the teacher, the recognized association will continue the grievance process so that a solution to the problem shall be expedited. Forms for this purpose shall be made available from the recognized association. The grievance shall clearly state the nature of the complaint and the relief sought, including a concise description of the incident(s) that precipitated the filing of the grievance (reference location, dates, and times the master agreement articles and/or policies were violated), and the relief sought. Information copies are to be sent to the recognized association and to the Superintendent.
  - The grievant or the administrator may request a conference prior to the time a decision is rendered. The teacher may discuss the grievance personally or may ask to be accompanied by a recognized association representative or other representative. The administrator may also ask to be accompanied by a representative.
  - Within five (5) days of the receipt of the written grievance, the administrator shall render a written decision to the grievant, with a copy to the recognized association.

- **Level Two-Superintendent:**
  - If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered, the grievant may, within five (5) days, refer the grievance in writing to the Superintendent.
  - The Superintendent shall then schedule a meeting to take place within ten (10) days after receipt of the written grievance. Persons entitled to take part in this meeting shall be the Superintendent, the grievant, one representative of the recognized association or other representative of the Grievant’s choice, the principal or appropriate administrator who was involved at Level One, and/or other parties of interest. These persons shall be given five (5) days’ written notice of the time and place of the meeting. The purpose of the meeting shall be to resolve the grievance. The Superintendent shall render a written decision to the grievant, with a copy to the recognized association, within fifteen (15) days.

- **Level Three-advisory arbitration:**
  - The grievant, if not satisfied with the disposition of the grievance at Level Two, may, within ten (10) days after the Superintendent’s written decision is rendered, request in writing to the Superintendent, with copies to the recognized association and other representatives, that the grievance be submitted to advisory arbitration. This limit may be extended by mutual consent.
  - Within five (5) days of the receipt of the notice the Superintendent and the grievant or association shall jointly select an arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the Superintendent and the grievant or president of the association (or the president’s designee) shall agree to call upon either the American Arbitration Association or the Federal Mediation and Conciliation Service for assistance.
  - The arbitrator shall thoroughly investigate the grievance, possibly calling into conference any persons who may provide needed information. The arbitrator shall prepare a written document to be submitted to the Board and a copy to other interested parties. The document shall contain (a) the arbitrator’s findings and (b) a recommended solution to the grievance.
  - The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses shall be borne by the incurring party.

- **Level Four-the Governing Board:**

Updated 2018/19
The Governing Board shall review the grievance and issue a response within fifteen (15) working days following such review.

Miscellaneous

If, in the judgment of the association, a grievance affects a group or class of teachers, the association may submit such grievance in writing to the Superintendent directly, and processing of such grievance shall be commenced at Level Two. The association may process a group or class grievance through all subsequent levels of the grievance procedure even though the aggrieved person does not wish to do so.

Decisions rendered at Level One that are unsatisfactory to the grievant, and all decisions rendered at Levels Two, Three, and Four of the grievance procedure, shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties of interest and to the association.

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents, shall be prepared jointly by the Superintendent and the association and given appropriate distribution so as to facilitate the operation of the grievance procedure.

All meetings and hearings under this procedure shall be conducted in private and shall include only such parties of interest and their designated or selected representatives as heretofore referred to in this policy. All hearings before the Board may be open or closed, as requested by the grievant.

Each consultation and grievance meeting shall be held at a time upon which there is mutual agreement. Hearings will be conducted at times and places that will afford opportunity for persons, including witnesses, to be present.

The Board agrees to make available to the aggrieved person and the Grievant’s representative all pertinent information, not privileged, in its possession.

Failure at any step in this procedure to communicate decisions in writing as called for on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within specified time limits shall be deemed to be an acceptance of the decision rendered at that step and there shall be no further right of appeal.

Time limits imposed upon the arbitrator may be extended by mutual consent in writing.

No reprisals of any kind shall be taken by the Board nor by any member of the administration against any party of interest, any building representatives, or any other participant in the grievance procedure by reason of such participation.

Policy: GBK-RB Staff Grievances (Support Staff)

STAFF GRIEVANCES
(Support Staff)

Purpose

The major assets of any educational organization are the quality of all personnel employed, the staff relationships that exist throughout the organization, the procedures for policy formation and adoption, and the plans for enhancing educational opportunities for students.

Updated 2018/19
It is the purpose of the support staff employee grievance policy to encourage unobstructed communication for all staff members, encourage the settlement of disagreements informally at the employee-supervisor level, delineate orderly procedures for resolving an employee’s grievance through the various supervisory levels when necessary to resolve the grievances as quickly as possible, to discourage the filing of unfounded grievances, and to improve personal relationships and departmental operations within the District.

Definitions

**Grievance:** A complaint that there has been alleged deviation from, or violation, misinterpretation, or misapplication of, board policies or written administrative regulations that affects an employee in his job. 

*As only the Governing Board may terminate, suspend, promote, or demote an employee, the definition of grievance does not apply to any administrative recommendation or Governing Board decision to terminate, suspend, promote, or demote a support staff employee.*

**Employee:** A permanent support staff District employee.

**Days:** Working days, unless otherwise stated. Time limits may be extended by mutual consent of both parties in writing.

**Immediate supervisor:** The individual who assigns, reviews, and directs the work of an employee.

General Provisions

**Consent:** Grievances may be initiated only by the employee concerned and may not be pursued without the affected employee’s written consent.

**Withdrawal:** The aggrieved may withdraw a grievance at any level.

**Hearings and decisions:** At steps One, Two, and Three the employee or representative shall be given a reasonable opportunity to make an oral presentation of the grievance. The decision rendered at each level shall be in writing with supporting reasons given.

**Reprisals:** No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of his participation.

A Grievance must be submitted within thirty (30) days from the date of the act or from when the employee became aware of the occurrence. Grievances must be submitted on the form prescribed by the Executive Director of Human Resources. The form shall be available at all work sites.

*Repeated filing* of grievances concerning the same issue, which has been denied, will not be permitted. Any employee may designate a representative at any step in this procedure. No person hearing a grievance need to recognize more than two (2) representatives for any grievance.

If the representative involves a group of employees or if a number of employees file separate grievances on the same matter, the grievance may be handled as a single grievance.

**Files:** A file of all grievances and decisions shall be maintained by the Human Resources Department. This file shall be located in the Human Resources office. No documents, communications, or records directly dealing with a grievance shall be filed in the personnel files of the participant unless such action is taken expressly by the Governing Board.

Updated 2018/19
**Time for consultation and grievance meetings:** All consultation and grievance meetings shall be held at a time that is mutually agreeable to all parties, but must not conflict with any education program or work schedule.

To ensure that the proper procedures will be followed in filing a grievance, the support staff employee may discuss possible grievance with their representative.

**Reviewable issue(s):** To be reviewable under the grievance procedure an issue must concern matter(s) or incident(s) that have occurred, resulting from an act or omission by management regarding working conditions or other aspects of employee-employer relations over which the administration has control, or arise out of a specific situation or act that has resulted in inequity or damage to the employee.

**Non Reviewable issue(s):** An issue is not reviewable under this grievance procedure if it is a matter that is subject to those reserved management rights that are necessary to exercise control and discretion over the organization and efficiency of the operations of the District or is reviewable under some other administrative procedure – such as employment status, evaluations – or would require modification of a policy established by the Governing Board or state or federal law.

**Grievance Procedure Steps**

**Step One:** It is the responsibility of employees who believe they have a bona fide complaint concerning their working conditions to within thirty (30) calendar days inform and discuss it with their immediate supervisor in order to in good faith endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level. In this discussion the employee verbally expresses the problem and the suggested solution. If the employee and immediate supervisor cannot reach an agreement as to the solution of the grievance, the employee shall within five (5) days or less:

**Step Two:** Prepare the written employee grievance form and give it to his immediate supervisor. The immediate supervisor will endorse his comments thereon and within five (5) days return it to the employee.

**Step Three:** If the written response of the immediate supervisor does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the form and presenting it to the appropriate administrator within five (5) days of the Grievant's receipt of the immediate supervisor’s response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within five (5) days of having received the written grievance or the meeting, whichever is later, the appropriate administrator shall submit his response to the grievant.

**Step Four (Superintendent/Governing Board):** If the employee is dissatisfied with the decision of step three he may, within five (5) days of receipt of the administrator’s decision, request that the Superintendent review the decision.

The Superintendent shall review the administrator’s decision at step three and, within ten (10) days, shall render a decision. If the step three decision is reversed or modified in any way, the Superintendent shall indicate with particularity the reason or reasons for the reversal or modification. Copies of the decision are to be dispersed to the aggrieved, the appropriate administrator, and the Human Resources department. The Superintendent will issue the final administrative decision on the grievance. The Governing Board, within ten (10) days of receiving the Superintendent’s decision, may review the grievance if two (2) or more members so desire and issue a final decision on the grievance at the next regularly scheduled Governing Board meeting.

Updated 2018/19
In situations where the Governing Board, in its discretion, decides to review the final administrative decision of the Superintendent, the following procedures will apply:

A personnel executive session authorized pursuant to A.R.S. 38-431.03(A)(1) will be scheduled, subject to the Grievant’s right (and the right of all other employees directly affected) to require that the discussions and review occur in open session.

The Board members who requested that the grievance be reviewed shall indicate generally the nature of their concerns. Those concerns, as well as any other concerns raised by any other Board member during the meeting, shall be discussed by the members of the Board to the extent deemed necessary. If, and only if, it is the desire of three (3) or more Board members, the grievant or the Grievant’s representative or the District administration will be permitted to make an oral presentation to the Board or respond to questions posed by Board members. The presentation or responses to Board questions, however, shall be restricted to issues raised by members of the Board and may otherwise be limited in scope or time as the Board members desire. IF the grievant is permitted to make a presentation or respond to Board questions, the administration shall be permitted to respond to the Grievant’s statement. If the administration is permitted to make a presentation or respond to the Grievant’s questions, the grievant shall be permitted to respond to the administration’s statement. Following discussion, the Board will vote, in open session, to render a final decision.

Policy: GBK-RC Staff Grievances

STAFF GRIEVANCES
(Administrative Staff)

Purpose

Good communication between District employees, the administrative staff, and the Board is essential for effective operation of the schools. The Governing Board, therefore, establishes this grievance procedure for administrative employees as the prescribed means of resolving, at the earliest date and the lowest possible administrative level, issues that may arise with respect to terms and conditions of employment.

Definitions

A grievance is a complaint by a District administrative employee alleging a violation or misinterpretation, as to the employee, of any District policy or regulation that directly and specifically governs the employee’s terms and conditions of employment.

A grievant shall be any employee of the District filing a grievance.

Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits, and the employer’s personnel policies directly affecting the administrative employee. The term does not include educational policies of the District. A day is any day in which the schools of the District are operating. The immediate supervisor is the lowest-level administrator having line supervisory authority over the grievant.

Informal Level

Before filing a formal written grievance, the grievant must attempt to resolve it by one or more informal conferences with the immediate supervisor. The first of these informal conferences must be conducted within ten (10) days after the administrative employee knew, or should have known, of the act or omission giving rise to the grievance. A second or any subsequent conference must occur within five (5) days after the initial informal conference, or any subsequent conference.

Updated 2018/19
Formal Level

**Level I.** Within five (5) days after the last informal conference, the grievant must present the grievance in writing to the immediate supervisor. The grievance shall be a clear, concise statement of the circumstances giving rise to the grievance; a citation of the specific article, section, and paragraph of the policy or regulation that directly and specifically governs the administrative employee’s terms and conditions of employment that are alleged to have been violated; the decision rendered at the informal conference; and the specific remedy sought.

The immediate supervisor shall communicate a decision to the employee in writing within five (5) days after receiving the grievance.

Within the above time limits either party may request a personal conference to attempt to resolve the matter.

**Level II.** In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed to the Superintendent within five (5) days after receipt of the decision.

The appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent or his designee shall conduct an investigation of the grievance and shall communicate a decision within five (5) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits.

**Level III.** If the grievant is not satisfied with the decision at Level II, the grievant may, within five (5) days, submit an appeal in writing to the President of the Governing Board. The Board will review the appeal and will issue a response within fifteen (15) days. The Board response constitutes the final decision.

**General Provisions**

**Section 1.** Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the decision rendered at that step, and there shall be no further right of appeal. Failure to file a grievance within ten (10) days after the administrative employee knows, or should have known, of the circumstances upon which the grievance is based shall constitute a waiver of that grievance.

**Section 2.** The filing or pendency of any grievance under the provisions of this regulation shall in no way operate to impede, delay, or interfere with the jurisdiction of the Governing Board or the Superintendent.

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**STAFF**

**ADMINISTRATIONS**

**Policy: CCB-R Line and Staff Relations**

**SCHOOL ADMINISTRATION**

The primary duty of a principal is to administer and supervise the instructional program. A principal, as the educational leader of the school, will administer and supervise the school in accordance with policies and administrative regulations of the District.

A principal will be directly responsible to and will report only to the Superintendent and will keep the Superintendent informed of the conditions and needs of the school. All duties, authority, and

Updated 2018/19
responsibilities of the principal will be delegated only by the Superintendent. These duties include, but are not limited to, the following:

- A principal is responsible for the operation of the educational program of the school.
- A principal is responsible for the supervision and evaluation of the building staff members.
- A principal will maintain discipline on the part of personnel and students.
- A principal will care for and protect the building, the equipment, the grounds, and other school property.
- A principal will maintain school records and prepare reports.
- A principal will take reasonable precautions to safeguard the health and welfare of students and staff members, will report accidents, will formulate plans for emergencies, and will conduct evacuation drills each school month and keep written records of such drills.
- A principal will be responsible for maintaining a close relationship with the community and should interpret the educational program to the citizens of the District.
- A principal will, by advanced study, by visits to school systems in other areas, by attendance at educational conferences, and by other means remain well informed relative to modern educational thought and practice.
- A principal will distribute a parental satisfaction survey to the parent of every child enrolled at the school, pursuant to A.R.S. 15-353.

NURSES

Policy: GCAAB GUIDANCE AND HEALTH STAFF POSITIONS

NURSES

Nurses' Period of Initial Employment
Each nurse hired by the District serves a six (6) month initial employment period. Each such nurse will be evaluated at least twice during the first six (6) month period. During this initial employment period employees are employed at the will of the District and may be discharged prior to or at the conclusion of the six (6) month period for any reason or no reason, at the discretion of the District.

Nurse Contract
All nurses employed by the District will be considered professional non-teaching employees and will be issued professional non-teaching contracts. Nothing contained in the contract shall be construed as giving a nurse any rights or privileges as a tenured employee. The contract will be for a specified number of days, including all applicable holidays. All nurses under contract to the District will be subject to all Governing Board policies and administrative regulations that apply to support staff members.

Nurses' Experience Credit
Nurses hired new to the District will be given credit on the placement planning guide for prior experience. Experience credit will be given at one (1) year of credit for each full year of previous substantiated experience in a nursing or nurse-related field up to ten (10) years. The District reserves the right to evaluate such experience. All prior experience will be evaluated and determined by the personnel department.

Policy: GCK-RA Professional Staff Assignments and Transfers Nurses

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

Intercampus Transfers of Nurses
A nurse who is involuntarily transferred during the contract year will be given one (1) day of release time in order to make the necessary physical move.
A nurse should not be involuntarily transferred from one school to another more than once in a two (2) year period except under extenuating circumstances.

PROFESSIONAL STAFF - CERTIFIED

Policy: GCF-ED Professional Staff

PROFESSIONAL STAFF HIRING
(Certificated Vacancies; Hiring)

PROCEDURES AND PRACTICES FOR EMPLOYMENT AUTHORIZATION AND EMPLOYMENT ELIGIBILITY VERIFICATION

Anti-Discrimination Notice. It is illegal to discriminate against any individual (other than an alien not authorized to work in the U.S.) in hiring, discharging, or recruiting or referring for a fee because of that individual’s national origin or citizenship status. It is illegal to discriminate against work eligible individuals. Employers cannot specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

Employment Authorization Procedure
Arizona schools must use the federal government's Basic Pilot Program to verify the employment authorization of all newly hired employees.

The Department of Homeland Security's (DHS) U.S. Citizenship and Immigration Services Bureau (USCIS) and the Social Security Administration (SSA) are jointly conducting E-Verify, formerly known as the Basic Pilot. E-Verify involves verification checks of the SSA and DHS databases, using an automated system to verify the employment authorization of all newly hired employees.

There are four (4) types of access to E-Verify: As an employer, as a designated agent for employers, as a multi-location corporate administrator, or through a web service.

Users can access the web-based access methods using any Internet-capable Windows based personal computer and a web browser of Internet Explorer 5.5 or Netscape 4.7 or higher (with the exception of Netscape 7.0).

To participate, an employer must register online and accept the electronic Memorandum of Understanding (MOU) that sets forth the responsibilities of the SSA, USCIS and the employer.

The following e-mail address will allow navigation to both instructions and forms for the I-9 for verifying the identity and employment authorization of individuals hired for employment in the United States: https://www.uscis.gov/i-9

Form I-9 may be completed as soon as the employer has offered the individual a job and the individual has accepted the offer. Each newly hired employee must complete and sign Section 1 of Form I-9 no later than his or her first day of employment.

If you need assistance in completing the registration process or need additional information relating to E-Verify, please call the Office of Verification toll free at 1-888-464-4218.

I-9 Form Completion
The Immigration Reform and Control Act of 1986 (IRCA) requires that all new employees, both regular and casual, establish their eligibility for employment in the United States. This federal law applies to U.S. citizens as well as to foreign nationals.

Updated 2018/19
The Employment Eligibility Verification (Form I-9) must be completed as follows:

**Section 1. Employee Information and Attestation**
Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)

**Section 2. Employer or Authorized Representative Review and Verification**
Employers or their authorized representative must complete and sign Section 2 within three (3) business days of the employee's first day of employment.

**Policy: GCBA Professional Staff Salary Schedules**

**PROFESSIONAL STAFF SALARY SCHEDULES**

**Administrators**
The Board will enter into an individual contract with each member of the administrative staff commensurate with the requirements of the position. This contract shall describe the general services to be rendered by the employee in return for financial and other considerations. Additionally, the employee's job description, detailing the more specific performance responsibilities of the contracted position and the mode of evaluating performance, shall be incorporated into the contract by reference. All terms and conditions of contracts with administrative staff members are to conform to the requirements of the Arizona Revised Statutes.

**Other Certificated Personnel**
The salary schedule pertains to personnel holding provisional, basic, or standard certificates at the elementary or secondary levels.

*Initial Placement on the Salary Schedule.* New teachers entering the system with prior teaching service, who have met academic and professional qualifications for Arizona State Department of Education certification, will be given a maximum credit of ten (10) years for substantiated experience, i.e., placed on the eleventh (11th) step of the salary schedule.

Verified previous experience recognized for the purpose of placement on the salary schedule is defined as any previous full-time certificated teaching in any public school. For a teacher to receive credit for previous teaching experience, the teacher must furnish the office of the Superintendent full information concerning the previous teaching records. When the experience has been verified, credit will be given by the District.

Days intended for participation in professional association activities are not to be compensated under an employee's contract or other employment agreements. For the purpose of this policy, professional association activities for which compensation is not available do not include in-service training in the certificated employee’s assigned area of employment.

**Substitutes**
Pay for substitute teaching will be established by the Board.

**Advancement on the Salary Schedule**
Vertical and horizontal advancement on the salary schedule will be in accordance with the salary schedule currently in effect. Vertical advancement is limited to one (1) step per year.

Reasons for denial of vertical advancement on the salary schedule include but are not limited to:

A. Lack of adequate disciplinary control.
B. Insufficient effort and time given to assigned duties or failure to engage in a reasonable amount of extracurricular activity.
C. Lack of cooperation with the administration in carrying out adopted policies of the school.
D. Unprofessional conduct.

Updated 2018/19
Other Contract Provisions
Any person who does not work the full term as set up by salary schedule shall be paid on a prorated basis for the number of days to be worked for the remainder of the school year; this shall include school days taught plus the number of days required for orientation.

For newly hired, critical, and difficult-to-fill certificated personnel positions placed on the teachers’ salary schedule, differentials above the stated schedule may be paid.

A teacher who is or has been employed by or teaching at a charter school, and was previously employed by the School District, shall receive the benefits, protections, and preferences granted under A.R.S. 15-187.

Authority of Superintendent to Extend Conditional, Enhanced Offers of Employment
The Governing Board recognizes that it is typically more difficult to recruit candidates to fill District teaching and/or administrative vacancies in some content areas—sometimes referred to as "high need" content areas—than in others. Recent examples include the recruitment of new math and special education teachers. The Governing Board also recognizes that a specific candidate for employment may be highly valued by the District because of that particular candidate's educational background, skills, and/or prior work experiences.

In recognition of the above, the Governing Board authorizes the Superintendent to extent conditional, enhanced offers of employment to outside candidates who:

A. Are qualified to work and would be assigned to work in high need areas, or
B. For specific reasons, are deemed by the Superintendent to be highly valued candidates.

A "conditional, enhanced offer of employment" is one that offers to a candidate:

A. Placement at a higher step or level of the applicable District salary schedule than would otherwise occur, or
B. An additional or enhanced benefit not generally provided to other similarly-situated employees.

All offers of employment not initially made by the Governing Board, including those referenced in this section, are expressly conditioned on Governing Board approval. Within three (3) business days after extending a conditional, enhanced offer of employment, the Superintendent will inform the members of the Governing Board about such offer, including the enhancement offered and the basis for extending the offer.

Policy: GCBA-EA Professional Staff Salary Schedules

PROFESSIONAL STAFF SALARY SCHEDULES

Professional Credits
Professional credits acceptable toward salary advancement may be granted to certificate District personnel according to the following conditions:

A. Professional credits may be granted to a certificated employee who is revising or developing a complete curriculum area. Curriculum development or revision projects of this type must be approved by the District administration.
B. The amount of professional credits to be granted for any given project will be decided by the District administration based on the magnitude of the project, the significance of the project for the total District, and the amount of time expended. Generally, the amount of professional credits granted will be equated to the amount of time expended in graduate courses at the university level.
C. Professional credits will be granted to certificated personnel who present documentation of successful completion of university coursework, regardless of funding source for that activity, with the understanding that said coursework be completed outside of the work day.
D. Only such professional credits as are granted by the District shall be applicable to salary advancement.
E. All teachers shall be eligible to receive professional credits.

The District administration and two (2) principals, to be selected annually, shall be responsible for approving projects eligible for professional credits and shall recommend to the Governing Board for official action the amount of credits to be granted for each project.

**Salary Adjustments**

All courses to be taken for salary adjustment must have prior approval by the director of personnel. Failure to obtain prior approval will result in denial of credit. Any adjustments denied because of not receiving prior approval must wait one (1) full year. Contracts will be adjusted once all paperwork has been received and verified for completion.

Following are salary schedule adjustments:

- BA/BA 44
- BA 45/MA 44
- MA 45/Ed.D., Ph.D.

**Policy: GCK Professional Staff Assignments and Transfers**

**PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS**

The Superintendent shall have the responsibility for the assignment of all personnel throughout the District. The procedure for assignment and transfer of professional staff members will be based on the needs of the instructional program. In addition, no right to school, grade, or subject assignment shall be inferred from the teacher’s contract.

A teacher who has been employed by the District for the major portion of three (3) or more consecutive school years and who is currently designated in the lowest performance classification for two (2) consecutive school years shall not be transferred as a teacher to another school in the District unless the District has issued a preliminary notice of inadequacy of classroom performance and approved a performance improvement plan for the teacher and the Governing Board has approved the new placement as in the best interests of the pupils in the school. Following a transfer under this provision, a teacher who continues to be designated in one of the two (2) lowest performance classifications shall not be permitted to transfer to another school. A teacher shall not be transferred more than once under the provisions of this paragraph.

The transfer of teachers from one school to another school within the District may take into consideration the needs of the pupils in the District and the current distribution of teachers across all of the four (4) performance classifications adopted by the State Board of Education.

Professional staff members may request a transfer or reassignment, whether or not a vacancy exists. Transfers will not be approved during the school year unless the needs of the District dictate such approval.

In the case of vacancies in new or existing positions, first consideration will be given to qualified applicants among current employees.

The resolution of any conflicts over the need for a transfer shall be based on what is best for the instructional program, the needs of the students, and the overall needs of the District as defined by the Superintendent.

**Policy: GCK-E Definitions Professional Staff Assignments and Transfers**

**PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS**

**Definitions**

_Intracampus transfers_ shall be defined as the movement of certificated personnel within the same school to positions requiring the same certification.

Updated 2018/19
Intercampus transfers shall be defined as the movement of certificated personnel to positions on another school campus and may take priority over the vacancy posting procedure.

Transfer or reassignment may be accomplished as follows:

A. Intercampus transfer may be accomplished at
   1. The request of the campus administrator only in the case of an emergency or to prevent undue disruption of the instructional program or to improve/maintain the educational program.
   2. The request of the school campus certificated employee with the concurrence of the campus administrator. Request for an intercampus transfer shall be submitted in writing to the campus administrator (voluntary).
   3. The direction of the Superintendent when the Superintendent has determined that such a transfer serves the best interests of the District.

B. Intercampus transfer may be made if
   1. It is necessary to transfer experienced certificated employees to a new school at opening time.
   2. The enrollment in the school of original assignment decreases.
   3. The appropriate administrator requests that a transfer be made in the case of an emergency or to prevent undue disruption of the instructional program or to improve/maintain the educational program.
   4. In other situations as directed by the Superintendent when the Superintendent has determined that such transfer serves the best interests of the District.

The director of personnel shall notify the involuntarily transferred teacher and the recognized association of the reason for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the grievance procedure. A list of open positions shall be made available to all teachers being involuntarily transferred.

Intercampus District-initiated Transfer Procedures
If the District determines that a District-initiated transfer is necessary, the appropriate personnel shall be informed as to the reasons for the transfer. Except for situations when the Superintendent has determined that, in the best interests of the District, one or more specific employees should be transferred, the following procedures shall be followed in connection with intercampus transfers:

- The principal shall communicate the necessity for the transfer and request volunteers for District-initiated transfer. No District-initiated transfer shall begin until a three (3)-day time period for volunteers has passed, except for any District-initiated transfers in the months of August, September, and October, during which time there will be a one (1)-day time period.

- When it has been determined that a District-initiated transfer is necessary and there are no volunteers, the selection of the teacher in that particular school, department, or program may be made by the supervisor upon consideration of the following criteria:
  - Non Continuing teachers.
  - Continuing teachers.

- If more than one (1) teacher meets the above criteria, then consideration will be given to the following factors, and the selection process will be documented on the GCK-EB form:
  - Least seniority in the school, department or program.
  - Least seniority in the District.
  - Selection by immediate supervisor.
  - Contributions to the educational program of the District.

The selection will be made provided that certification, accreditation, and District programmatic requirements are met.

Updated 2018/19
All certificated personnel, including those returning from leaves of absence, shall be placed by the second (2nd) week in May. All resulting vacancies shall be posted.

A teacher transferred because of declining enrollment shall be given the right of first (1st) refusal in returning to the original site and/or program if enrollment increases and the position is reopened prior to October 1.

Any teacher involuntarily transferred from one school to another during the contract year will be given two (2) consecutive days to use in order to make the necessary physical move and academic preparation. Assistance will be provided upon request and pending available resources.

A teacher who is a District-initiated transfer shall not be required to be a District-initiated transfer again for a one (1) year period.

No District-initiated transfer shall be arbitrary, capricious or without basis in fact.

**Voluntary Transfer**

If a certificated employee requests a transfer, request for an intercampus transfer shall be submitted through the online application system. The immediate supervisor, potential supervisor, and director of personnel shall rule on the request.

The criteria for decisions on voluntary transfers shall be based on needs of the District. When a transfer is made, included in the criteria for selection, in order of importance, shall be qualifications/certification/endorsement, experience within the specific area, seniority within the District, and evaluation.

No voluntary transfer for a vacancy occurring within the school year shall take place after June 30th of each year.

**Room Assignment**

In determining room assignments, and in the assignment of morning and afternoon sessions (in the event of double sessions), the campus administrator will determine room assignments and the assignment of morning and afternoon sessions.

**Policy: GCL Professional Staff Time Schedules and Calendars**

PROFESSIONAL STAFF TIME SCHEDULES AND CALENDARS

All professional staff members shall report to their duty stations on time each workday and shall, as scheduled, be available there until the designated time(s) they are scheduled to leave. The Superintendent may alter or extend the school day for meetings, special events, and activities.

Professional staff members are expected to be in their respective rooms or work areas as the schedule prescribes so that they may see students, parents, and/or attend to other duties as assigned. Family members are not allowed in teacher work areas during scheduled duty hours.

In order to ensure the safety of students and the security of school campuses, teachers may be assigned supervisory duty during the teaching day. These duty assignments shall be considered a regular part of a teacher's duties and shall be fulfilled accordingly.

Teachers will perform duties other than classroom teaching. Extra duty assignments will be made by the Superintendent.
Regulations for Rainy Days
Occasional rainy days present changes in the established routine for recesses and lunch periods. On rainy days when playground activities are disrupted, classroom teachers will assume the responsibility for the care and protection of students. Teachers will open their classrooms for students to enter as soon as lunches are finished. Teachers should remain in the rooms or on the adjacent porches and other sheltered areas to see that reasonable order is maintained.

Policy: GCL-E Professional Staff Time Schedules and Calendars

PROFESSIONAL STAFF TIME SCHEDULES AND CALENDARS

Use of Preparation Period
The District will provide each teacher with planning time. Such time shall be used for the specific purpose of designing and developing learning experiences that are meaningful and beneficial for students, and for the purpose of preparing lesson plans, correcting paper work done by students, related instructional tasks, and conducting conferences with parents, students, and administrators.

Rotation of Duty Schedule
Each school principal shall work out individual school duty schedules in conjunction with total faculty personnel and attempt to develop an equitable schedule based upon the desires of a majority of the members of the teaching staff. Consideration should be given to a rotating schedule for a given period of time rather than duties on a daily basis. Such duty schedules will ensure that, under normal circumstances, teachers will be provided an uninterrupted lunch period of thirty (30) minutes during the noon hour.

Policy: GCMF Professional Staff Duties and Responsibilities

PROFESSIONAL STAFF DUTIES AND RESPONSIBILITIES
(Duties of Teachers; Failure to Comply is Unprofessional Conduct; Penalty)

Every teacher shall:

- Make student learning the primary focus of the teacher's professional time.
- Hold students to strict account for disorderly conduct.
- Exercise supervision over students on the playgrounds and during recess if assigned to such duty.
- Take and maintain daily classroom attendance.
- Make the decision to promote or retain a student in grade in a common school or to pass or fail a student in a course in high school. Such decisions may be overturned only as provided in A.R.S. 15-342.
- Comply with all rules, regulations, and policies of the Governing Board that relate to the duties as prescribed.

Updated 2018/19
A teacher shall not use sectarian or denominational books or teach any sectarian doctrines or conduct religious exercises.

A teacher who instructs a course offered under Policy IHAL, Teaching about Religion, in its appropriate historical context and in good faith shall be immune from civil liability and disciplinary action pursuant to section A.R.S. 15-535.

A teacher who fails to comply with the above is guilty of unprofessional conduct and may be subject to disciplinary action by the Governing Board and by the State Board of Education.

A teacher who is arrested for or charged with any non-appealable offense listed in section 41-1758.03, subsection B and who does not immediately report the arrest or charge to the teacher's supervisor is guilty of unprofessional conduct and shall be immediately dismissed from employment with the School District.

Policy: GCMF-R Professional Staff Duties and Responsibilities

PROFESSIONAL STAFF DUTIES AND RESPONSIBILITIES

Teachers shall:

- Check mailboxes and for e-mail messages upon reporting to school each morning and again before leaving school each day.
- Receive permission from the principal to leave school early.
- Keep lesson plans up to date and readily available in case a substitute is required.
- Supply reports on attendance, testing, and other items that may be requested by principals and the Superintendent.
- Be directly responsible for control of students in their rooms and any other students under their supervision.
- Teachers will be assigned routine or other duties when considered necessary by principals.

Policy: GCMF-E Professional Staff Duties and Responsibilities

PROFESSIONAL STAFF DUTIES AND RESPONSIBILITIES

General Discipline

Individual school procedures regarding discipline shall be written and distributed to each teacher. These written discipline procedures shall be reviewed annually and revised and modified as necessary. The total faculty, parents, and students where appropriate shall be involved in procedure formation so the faculty and administration may ensure that discipline is as nearly uniform as possible. Individual school discipline procedures will not conflict with the general discipline policy as set by the Board.

Every teacher shall hold students to strict account for disorderly conduct and shall exercise supervision over students on the playgrounds and during recess if assigned to such duty.

When, in the judgment of the teacher, a student’s behavior is seriously disrupting the instructional program to the detriment of other students, the teacher may refer said student to the principal for removal from class for an amount of time to be determined by the principal. No later than the end of the working day, the teacher shall furnish the principal appropriate discipline forms properly completed. The school principal has authority over and is ultimately responsible for discipline in the school.

Updated 2018/19
PROFESSIONAL STAFF REDUCTION IN FORCE

The number and type of certificated staff positions required to implement the District's educational program will be determined by the Board after recommendation from the Superintendent. In the event the Board decides to release certificated staff members, the following guidelines will be in effect:

- The Superintendent shall submit to the Board recommendations for the termination of specific staff members. The criteria used in formulating these recommendations shall include, but shall not be limited to:
  - Qualifications and certification of staff members to accomplish the District's educational program, including certification requirements for specialty categories and designation as a highly qualified teacher.
  - Overall teaching experience, academic training, and ability.
  - Past contributions to the educational program of the District.

Teacher tenure and seniority shall not be considerations in retention determinations. Personnel to be released shall be notified as soon as practical.

SUPPORT STAFF - CLASSIFIED SUPPORT STAFF

Policy: GDF Support Staff Hiring

SUPPORT STAFF HIRING

It shall be the policy of the District to employ and retain the best qualified personnel. This will be accomplished by giving careful consideration to qualifications and by providing competitive wages within the financial capabilities of the District, adequate facilities, and good working conditions.

Recruitment of support staff personnel is the responsibility of the Superintendent. Other members of the administration and supervisory staff will assist as responsibilities are delegated by the Superintendent.

The Board adopts the following general criteria and procedures, which shall be utilized in the selection process for initial employment:

A. There will be no discrimination in the hiring process due to race, color, religion, sex, age, national origin, or disability of an otherwise qualified individual.

B. Candidates for all positions shall be physically and mentally able to perform the duties of the position job descriptions for which they have applied.

C. Each candidate shall be requested to complete a consent-and-release form regarding conduct of a background investigation.

D. A "background investigation" - consisting of communication with the applicant's (or employee's) former employer that concerns education, training, experience, qualifications, and job performance for the purpose of evaluation for employment - shall be conducted on each individual to be considered for a recommendation of employment. Forms developed for this purpose are to be used.

Any employee's misstatement of fact that is material to qualifications for employment or the determination of salary shall be considered by the Board to constitute grounds for dismissal.

Upon hire, the District will verify the validity of a non-certificated applicant's IVP fingerprint clearance card if they currently possess an active card. Upon verification, the applicant will be able to begin employment and may forego the fingerprint check.

If the applicant does not possess a valid Identity Verified Prints (IVP) fingerprint clearance card, a district may hire and place a non-certificated employee into service before receiving the results of the mandatory

Updated 2018/19
fingerprint check. However, until fingerprint clearance has been received, an applicant who is required or allowed to have unsupervised contact with pupils cannot be hired and placed into service until:

A. The District documents in the applicant's file the necessity for hiring and placing the applicant into service before a fingerprint check can be completed.

B. The District obtains from the Department of Public Safety a statewide criminal records information check on the applicant. Subsequent criminal records checks are also required every one hundred twenty (120) days until the date that the fingerprint check is completed.

C. The District obtains references from the applicant's current employer and two (2) most recent previous employers, except that for applicants who have been employed for at least five (5) years by the most recent employer, only references from that employer are required.

D. The District provides general supervision of the applicant until the date the fingerprint check is completed.

Upon recommendation for employment the District shall confirm employment authorization and employment eligibility verification by participating in the E-Verify program of the Department of Homeland Security's (DHS) U.S. Citizenship and Immigration Services Bureau (USCIS) and the Social Security Administration (SSA). The District will then complete the Form I-9 as required and maintain the form with copies of the necessary documents and documentation of the authorization and verification pending any inquiry.

Any person who permits unauthorized access to criminal history record information, releases criminal history record information, or procures the release or uses criminal history record information other than in accordance with A.R.S. 41-1750 is guilty of a class 6 felony.

Policy: GDFA Support Staff Qualifications and Requirements

SUPPORT STAFF QUALIFICATIONS AND REQUIREMENTS

(Fingerprinting Requirements)

All newly hired non-certificated District personnel - and personnel who are not paid employees of the District and who are not either the parents or guardians of students who attend school in the District but who are required or allowed to provide services directly to students without the supervision of a certificated employee - shall be fingerprinted as a condition of employment, except for the following:

- Personnel who are required as a condition of licensing to be fingerprinted if the license is required for employment.

- Personnel who were previously employed by the District and who reestablished employment with the District within one (1) year after the date that the employee terminated employment with the District.

For the purposes of this policy, supervision means under the direction of and, except for brief periods of time during a school day or a school activity, within sight of a certificated employee when providing direct services to students.

The candidate's fingerprints shall be submitted, along with the form prescribed in GDFA-E, within twenty (20) days after being selected. The form shall be considered a part of the application for employment. The District may terminate an employee if the information on the affidavit required by A.R.S. 15-512 is inconsistent with the fingerprint test results.

The District will assume the cost of fingerprint checks but will assess the employee for charges incurred. Personnel who are not paid employees will not be charged for fingerprint costs.

Updated 2018/19
Individuals shall certify on the prescribed notarized forms whether they are awaiting trial on or have ever been convicted of or admitted in open court or pursuant to a plea agreement committing any of the following criminal offenses in Arizona or similar offenses in any other jurisdiction:

- Sexual abuse of a minor.
- Incest.
- First- or second-degree murder.
- Kidnapping.
- Arson.
- Sexual assault.
- Sexual exploitation of a minor.
- Felony offenses involving contributing to the delinquency of a minor.
- Commercial sexual exploitation of a minor.
- Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.
- Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.
- Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
- Burglary in the first degree.
- Burglary in the second or third degree.
- Aggravated or armed robbery.
- Robbery.
- A dangerous crime against children as defined in A.R.S. 13-705.
- Child abuse.
- Sexual conduct with a minor.
- Molestation of a child.
- Manslaughter.
- Aggravated assault.
- Assault.
- Exploitation of minors involving drug offenses.

A person who makes a false statement, representation, or certification in any application for employment with the School District is guilty of a class 3 misdemeanor.

The District may refuse to hire or may review or terminate personnel who have been convicted of or admitted committing any of the criminal offenses above or a similar offense in another jurisdiction. In conducting a review, the Governing Board shall utilize the guidelines, including the list of offenses that are not subject to review, as prescribed by the State Board of Education pursuant to A.R.S. 15-534. In considering whether to hire or terminate the employment of a person, the Governing Board shall take into account the factors listed in A.R.S. 15-512.

When considering the termination of an employee pursuant to A.R.S. 15-512, a hearing shall be held to determine whether a person already employed shall be terminated.

The Superintendent shall develop and implement procedures that include the following in the employment process:

- Provide for fingerprinting of employees covered under this policy and A.R.S. 15-512.
- Provide for fingerprint checks pursuant to A.R.S. 41-1750
- Provide for properly assessing employees for fingerprint checks and depositing said funds with the county treasurer.
SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

Promotion and Transfer

When full-time job vacancies occur, consideration shall be given to present employees before outside help is solicited. District employees shall be granted preference over outside applicants where both applicants are equally qualified. Employees may not bid on other positions during the term of their Phase I probationary period (three [3] months) put aside of their current school site. If an employee is offered a position at the same site (internal) during the probationary period (three-[3] months), the employee has the option to accept without lapse in probationary time, retaining his/her current accumulated probation time or decline the offer and stay in the position the employee currently holds.

When there are two (2) or more people who are equally qualified, then seniority will be the determining factor.

Vacancies will be posted within the District's online application system for a minimum period of five (5) working days, during which time interested employees may apply via the online application system to be considered for the opening.

1. Before submitting written application, the employee shall consult the job description manual that is located in the site administrator's office to assure that he has the necessary qualifications, training, and experience required for the position.

2. The posting is removed on the sixth (6th) day. Only qualified applicants will be sent from the personnel office to the administrator with the job opening.

3. The administrator will arrange appointments for interviews with the applicants. The administrator will make the determination to hire from applicants within the District or external applicants.

4. The administrator has the option of selecting from an applicant in the District or from outside after interviewing selected applicants.

5. After the administrator has made a selection, all applicants for the position will be notified by the hiring administrator that a selection has been made.

Employees who successfully apply for or are transferred to a higher classification will receive a salary adjustment, if appropriate. Employees who apply for or are transferred to a lower classification will receive a salary reduction appropriate for the new classification.

All employees are encouraged to update their online applications as new skills are acquired and any class or course work is completed that may qualify them for job advancement or a job in other departments in the District.

A position requiring temporary employee help for ninety (90) consecutive days will be evaluated by the director of personnel services to determine the need for a full-time position. Permanent positions that are identified will be properly posted according to District regulations after Board approval.

District-initiated transfers: The purpose of transferring employees is to provide improved services to the District while utilizing employee skills, experience, education, and/or training while encouraging upward mobility of employees and comprehensive employee morale. The following are District-initiated transfers:

A. Voluntary: If a supervisor identifies a need to transfer an employee within the department and without change in classification, the following steps will be adhered to:

1. There will be an inquiry of all qualified employees as to who is willing to move. If more than one (1) person is desiring to move, the transfer will be made based on the qualifications of each person for the position. All other things being equal, seniority in the department may be the determinant.

2. If there are no volunteers for transfer, the supervisor will notify the director of personnel services in writing of the need for an involuntary transfer.
B. Involuntary: The supervisor may recommend for transfer an employee in order to meet the needs of the District. Involuntary transfer should in no way be a form of reprimand or punishment. However, if a need exists for the betterment of the District, department, or employees, the transfer may be made with the approval of the director of personnel services. The following shall be adhered to:

1. If possible, a two (2) weeks’ notice of the transfer shall be given.
2. The person being transferred must be qualified for the position.
3. Where an emergency does not exist, and the qualifications or the position indicate that more than one (1) person is eligible, the determining factor will be the least seniority in that position.
4. In some cases, employee transfers may be made to cover unusual or emergency situations. In this event, an evaluation of the transfer will be made within three (3) weeks in order to determine if further change is warranted.

Any dispute arising out of the selection of applicants for a job vacancy, promotion, or transfer may be appealed by the employee through the grievance procedure.

Policy: GDL Support Staff Workload

SUPPORT STAFF WORKLOAD

The normal workweek for support staff personnel will not exceed forty (40) hours per week. Typically the week will be based on eight (8) hours per day, five (5) days per week; however, the Superintendent may designate other workweek structures to meet varying conditions and needs of the District. Employees will be notified at least one (1) week in advance of any modification to the workweek plan.

Individual employee work schedules will be based on the position held by the respective employees and on District needs.

For the purpose of calculating regular and overtime hours in accordance with wage and hour requirements, the District’s designated workweek shall begin at 12:01 a.m. on Saturday and conclude at 12:00 midnight the following Sunday.

An employee may work overtime, provided that advance authorization is obtained from the supervisor in charge or, in the case of an emergency, authorization is obtained immediately upon completion of the work or as soon thereafter as practicable.

Policy: GDLC Support Duties and Responsibilities

SUPPORT STAFF DUTIES AND RESPONSIBILITIES

Members of the support staff shall:

- Know and comply with the policies of the Governing Board and with administrative regulations.
- Know the duties and limitations of a particular assigned job.
- Recognize that each individual contributes in a definite way to the education of children.
- Perform in such a manner that will serve as a good example of adult behavior in everyday contact with children.
- As a District employee, refrain from making critical statements about the District without first engaging in a discussion with the immediate supervisor or appropriate administrator.
- Give at least two (2) weeks’ notice before terminating employment with the District.
Policy: GDL-R Support Staff Workload

SUPPORT STAFF WORKLOAD
(Fair Labor Standards Act: Overtime Compensation)

Non-exempt employees who work more than forty (40) hours per week shall be awarded “compensatory time” at the rate of one and one-half (1 ½) hours for each hour of overtime work. In cases of emergency, when the employee cannot be immediately released for this time and one-half compensation, the Superintendent will make the decision as to paying the employee at the rate of time and one-half or having the employee take the time off at a future date. The hours must be approved by the immediate supervisor before an employee works overtime or, in the case of an emergency, immediately upon completion of the work or as soon thereafter as possible.

Policy: GDQA Support Staff Reduction in Force

SUPPORT STAFF REDUCTION IN FORCE

In the event the Board decides to release support staff members, the following guidelines will be in effect:

A. Normal attrition due to terminations will be relied upon as the first means of reducing the staff.

B. If attrition does not accomplish the required reduction in the staff, the Superintendent shall submit to the Board recommendations for the termination of specific staff members. The criteria used in formulating these recommendations shall include, but shall not be limited to:

1. Qualifications of staff members to accomplish the District’s program.
2. Overall experience, training, and ability.
3. Past contributions to the program of the District.
4. All other factors being equal, length of service in the District.

Criteria for selection of staff members to be released will be applied separately to employees within specialty categories.

Personnel to be released shall be notified of such release as soon as practical.

PAYROLL

Federal Wage and Hourly Laws require that employers keep a record of time worked by their non-exempt employees. Payroll timesheets and time clocks are the most common method of keeping track of hours worked and are the method used here.

TIMETRAK AND iVisions

Non-exempt staff members are expected to accurately record hours worked each week on Clocktrak and to report all absences, vacations, and comp time on iVisions.

Your timesheet, and any change made to your timesheet, must be signed by your supervisor each week, or bi-weekly.

You should not ask another employee to prepare your time sheet or clock in for you.

Falsification of a time sheet or a time clock report may lead to disciplinary action up to and including dismissal.

Updated 2018/19
Overtime pay, sick leave and vacation leave used are reflected in the pay received at the end of the pay period following the one in which they occurred. All taxes including Social Security and other deductions are itemized with year-to-year totals.

Direct deposit is our preferred payroll plan and is available at many area banks. It will save you the time and trouble of making the deposit yourself and it will ensure that your pay is deposited and available in the event you are out of the office on payday.

Your paycheck cannot be picked up by someone else without written authorization.

Paychecks cannot be issued in advance of your regularly scheduled payday. Salary advances are not available.

COMPENSATION

In financial terms, the salary and wages you pay to your employees for the work they do. The District philosophy is to pay fairly and to recognize and reward demonstrated differences in individual ability, productivity and results.

Your compensation is consistent with the job responsibilities of your position. Consideration in determining salary levels may also depend on previous experience, education, performance and other qualifications.

Employees are paid every two weeks on Friday. Each paycheck covers a two-week period. Non-exempt District employees are responsible for the use of Clocktrak in reporting their time. Exempt and Non-exempt District employees are responsible in reporting their time in AESOP. If you are away from work or out of the office, it still is your responsibility in reporting our time in AESOP and notifying your administrator or supervisor.

EMPLOYEE SERVICES PORTAL

Sunnyside Unified School District has provided online payroll information (direct deposit receipts, leave information, W-2 copies, etc.) available, to their employees, through the iVisions Portal.

The site can be accessed on the Sunnyside website and click on employee link.

If you have not enrolled in the iVisions Portal you will need to complete this first by clicking on the line that says Enroll in the Employee Services Portal, located just to the right of the Login Box.

To enroll, please follow the prompts:
1. Use Upper and Lower case in your name (example: Jane R Doe)
2. If you have a middle initial, please use it without a period (example Jane R Doe)
3. No dashes on your Social Security Number
4. No parentheses or dashes on your telephone number
5. You will create your own login and password (please include six letters a number and be sure to write them down and keep in a secure place)

If you have further questions or concerns, please contact the Payroll Department at 545-2044 to be directed to your Payroll Specialist.

EXEMPT OR NON-EXEMPT

The Fair Labor Standards Act requires that certain employees be paid overtime premium for all hours worked in excess of 40 in a workweek. These employees are considered non-exempt.

Employees who do not fall under the provisions of the Act are called exempt and are not paid overtime.

Updated 2018/19
All overtime must be approved in advance by your administrator. Employees who violate this may be subject to disciplinary action, up to and including dismissal.

NON-EXEMPT (HOURLY EMPLOYEES)

Employees may be called upon to work overtime and must be flexible. The nature of our District demands it. Clocktrak must reflect accurately the hours worked each day of the pay period. The falsification of Clock Trak or time sheets may lead to discipline up to and including termination. All overtime is paid on a time-and-a-half basis. It is your administrator option to compensate you with time or money - both at a time-and-a-half rate - within the two-week pay period. Written verification must explain all overtime. Your administrator must approve any hours in excess of 40 hours per week in advance. Failure to obtain approval may result in disciplinary action, although all non-exempt employees will still be paid for hours worked or receive time off in excess of 40 hours. Overtime is paid when and employee works more than 40 hours in a week. For example:

- If you take a sick, holiday, or vacation day on Monday and work 36 hours Tuesday through Friday, you will be compensated for 26 hours at the regular rate plus 8 hours of sick/vacation/holiday at the regular rate. This is not an overtime situation.

- If you work 37 hours Monday through Friday and are required to work 8 hours on Saturday, this is an overtime situation. You will be compensated for 40 hours at the regular rate. Your supervisor has the discretion of either paying you 5 hours of overtime (at time-and-a-half-pay rate) or requiring you to work 7.5 fewer hours during the same pay period. The rescheduling of work hours and any work duties will be determined by your administrator. The administrator may choose to ask you to take 7.5 hours off all in one day or to divide the 7.5 hours over the remaining days of the pay period.

- If you work 38 hours during the first week of a pay period and 42 hours during the second week of a pay period, this is an overtime situation. You will be paid 78 hours at the regular rate and 2 hours at the overtime rate. Each week stands alone.

EXEMPT EMPLOYEES

Need to report only time such as vacation, sick leave, disability leave, holidays, bereavement leave, jury duty, military leave. Salaried employees are permitted some flexibility in setting their work schedules with their administrator’s approval.

GARNISHMENT

Garnishments are a court order to an employer to withhold a sum of money form an employee’s wages or salary.

Under Title III of the Consumer Credit Protection Act, no employer may discharge an employee because his or her earnings have been subjected to garnishment for a single indebtedness. No company representative should make any threat of discipline or dismissal for garnishment in connection with any single debt.
RESIGNATION

PROFESSIONAL STAFF MEMBERS

Policy: GCQC Resignation of Professional of professional Staff Members

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

All resignations or requests to be released from contract shall be presented in writing to the Board for approval. A release from an uncompleted contract may be granted contingent upon the availability of a well-qualified, certificated teacher as a replacement.

A teacher who resigns contrary to this policy shall be deemed to have committed an unprofessional act and shall be subject to the penalty as provided under Arizona statutes and State Board of Education regulations.

NOTICE

CONSTRUCTIVE DISCHARGE

An employee is encouraged to communicate to the employer working conditions that may become intolerable to the employee and may cause the employee to resign. To preserve the right to bring a claim, under section 23-1502, Ariz. Rev. Stat., an employee may be required to notify the Executive Director of Human Resources in writing that a working condition exists that the employee believes is intolerable, that will compel the employee to resign or that constitutes a constructive discharge. An employee may be required to wait for fifteen calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against the employer. An employee may be entitled to paid or unpaid leave of absence of up to fifteen calendar days while waiting for the employer to respond to the employee’s written communication about the employee’s working conditions.

Employee Handbook Provided by Sunnyside Human Resources Department
(520) 545-2003