

# GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40

Special Meeting of the Governing Board

June 27, 2019 4:00 p.m.

## **Public Notice - Meeting Agenda**

Notice of this meeting has been posted consistent with the requirements of A.R.S. §38-431.02.  
The meeting's location is the Board Room in the District Office, 7301 North 58<sup>th</sup> Avenue, Glendale.

The Board reserves the right to change the order of items on the agenda, with the exception of public hearings, which are scheduled for a specific time. At the chair's discretion, the Board may carry over consideration of any business not concluded by 9:00 p.m. to the next regular meeting's agenda. Governing Board members may participate via telephone conference call if necessary. The Governing Board reserves the right to convene to executive session for the purpose of obtaining legal advice from its attorney for any item listed on the agenda, in person or by telephone, pursuant to A.R.S. §38-431.03(A)(3).

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### **GOVERNING BOARD GOALS**

1. Increase Student Achievement
2. Ensure the District's Financial Solvency
3. Attract and Retain Highly Qualified Staff

### **DISTRICT GOALS**

Increase Student Achievement

Eliminate the Achievement Gap

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## **1. Call to Order and Roll Call**

### **2. Opening Exercises**

- a. Adoption of Agenda
- b. Approval of Acting Clerk (if necessary)
- c. Offer of Spanish Interpretation
- d. Moment of Silence
- e. Pledge of Allegiance

### **3. Call to the Public**

The public is invited to address the Board on any issue within its jurisdiction, subject to reasonable time, place and manner restrictions. Governing Board members are not permitted to discuss or take legal action on matters raised during open call to the public unless the matters are properly noticed for discussion and legal action. However, the law permits Board members to do the following at the conclusion of the open call to the public: (a) Respond to criticism made by those who have addressed the Board; (b) Ask staff to review a matter; or (c) Ask that a matter be put on a future agenda.

Those wishing to address the Board should complete a "Call to the Public" form and submit it to the Board Secretary prior to the start of the meeting. Each speaker will be provided three (3) minutes to address the Board, unless provided other direction by the Board. At the outset of the speaker's remarks, the speaker should state their name and the Board requests that the speaker provide his/her address.

### **4. Special Recognition**

#### **a. Teacher and Student Recognition**

The Governing Board will recognize Desert Garden teacher Ms. Sonia Milla and her third grade class for being selected as finalists in the National Book Challenge for their publication, *Fables of the Southwest*.

### **5. Study Session**

The Governing Board will conduct a study session with Administration for the following purposes:

#### **a. Policy Manual Review**

The Governing Board will review and discuss Board Policy Manual Section G-Personnel, and Section H-Meet and Confer as part of the comprehensive policy manual review with Arizona School Boards Association.

#### **b. Board Self-Evaluation**

The Governing Board will discuss the annual Board Self-Evaluation.

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Individuals can access copies of documentation provided to the Board to substantiate administrations' recommendations, i.e. reports, detailed information, agreement documents, etc., the Friday before the Board meeting in each school's office, the Superintendent's office, or on the Governing Board's page of the District's website. Persons with disabilities may request reasonable accommodations by contacting (623) 237-7136 at least two days prior to the meeting.

## 6. Consent Agenda

### a. Certified Personnel Report

It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, terminations and/or contract renewals of certified personnel.

### b. Classified Personnel Report

It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, and/or terminations of classified personnel.

### c. Out-of-State Teacher Recruitment Trip

It is recommended the Governing Board approve the proposed Out-of-State Teacher Recruitment Trip, including participation in the job fair specified, and the corresponding out-of-county/state travel for Mr. Brian Duguid to attend.

### d. Governing Board Goals, Norms, and Commitments

It is recommended the Governing Board re-affirm the Board Goals, Norms and Collective Commitments as presented.

### e. Extracurricular Fee Schedule

It is recommended the Governing Board approve the fee schedule for extracurricular activities for the 2019-2020 fiscal year as presented.

### f. 2019-2020 Capital Plan

It is recommended the Governing Board approve the Capital Plan for fiscal year 2020 as presented.

### g. Facility Use Fee Schedule and Agreement

It is recommended the Governing Board approve the Facility Use Fee Schedule and Agreement as presented.

## 7. Reports and Information Items

### a. Principal and Teacher Evaluation Ratings

Administration will present a report of aggregate performance evaluation ratings for principals and teachers for Board consideration and discussion pursuant to Board Policy GCO-Evaluation of Professional Staff Members.

### b. 2019 State Assessment Data

Administration will present summative data from the 2018-2019 Arizona Measurement of Educational Readiness to Inform Teaching (AzMERIT), Arizona English Language Learner Assessment (AZELLA), and Arizona Instrument to Measure Standards (AIMS) Science.

## 8. Action Items

### a. Policy Revision First Reading

It is recommended the Governing Board approve the first reading of revised policy manual sections G=Personnel and H-Meet and Confer as presented.

### b. Employment of Director

It is recommended the Governing Board approve the employment of *Individual to be Named* as Director of Human Resources, salary and benefits commensurate with other Administrators.

### c. Proposed 2019-2020 Expenditure Budget

It is recommended the Governing Board approve the Proposed 2019-2020 Expenditure Budget as presented.

## 9. Future Meetings and Events

### a. Future Meetings and Agenda Item Requests.

The Governing Board will review the list of upcoming Board meetings and potential agenda topics. Governing Board Members will have the opportunity to request items to be included on future meeting agendas for discussion, information and/or action.

**10. Summary of Current Events**

a. Superintendent Report

The Superintendent will present a brief summary of current events.

b. Governing Board Report

Governing Board Members will present brief summaries of current events, as necessary.

**11. Adjournment**

GLENDALE ELEMENTARY SCHOOL DISTRICT

**INFORMATIONAL AGENDA ITEM**

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Reports, presentations and other similar items are submitted to the Governing Board as information and do not require action.

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AGENDA NO: 4.A. TOPIC: Teacher and Student Recognition

SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent

DATE ASSIGNED FOR CONSIDERATION: June 27, 2019

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**Teacher and Student Recognition:**

The Governing Board will recognize Desert Garden teacher Ms. Sonia Milla and her third grade class for being selected as finalists in the National Book Challenge for their publication, *Fables of the Southwest*.

GLENDALE ELEMENTARY SCHOOL DISTRICT

**STUDY SESSION**

AGENDA NO: 5.A. TOPIC: Policy Manual Review

SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent

DATE ASSIGNED: June 27, 2019

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The Governing Board will conduct a study session with Administration to review and discuss Board Policy Manual Section G-Personnel and Section H-Meet and Confer as part of the comprehensive policy manual review with Arizona School Boards Association.

# Compare GA © PERSONNEL GOALS / PRIORITY OBJECTIVES

first

(version 2 to 1)

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## GA © PERSONNEL GOALS / PRIORITY OBJECTIVES

The Board recognizes that dynamic and efficient staff members dedicated to education are necessary to maintain a constantly improving educational program. The Board is interested in its personnel as individuals, and it recognizes its responsibility for promoting the general welfare of the staff members.

Duties of these staff members shall be outlined and assigned by the Superintendent.

Additionally, the Board establishes, as personnel service goals, the following:

### ● ~~Recruiting~~

A. **Recruiting**, selecting, and employing the best-qualified personnel to staff the school system.

### ● ~~An~~

B. **An** employee appraisal program that will contribute to the continuous improvement of staff performance.

### ● ~~Professional~~

C. **Professional** development and in-service training programs for employees that will improve their rates

### ~~of performance~~

**of performance** and retention.

### ● ~~Deployment~~

D. **Deployment** of the available personnel to ensure that they are utilized as effectively as possible

### ~~within budgetary~~

**within budgetary** constraints.

### ● ~~Human~~

E. **Human** relationships necessary to obtain maximum staff performance and satisfaction.

### ● ~~A~~

F. A staff compensation program sufficient to attract and retain qualified employees within the fiscal limitations

of the

of the District.

Adopted: date of ~~manual~~Manual adoption

LEGAL REF.:

A.R.S.

[15-341](#)

[15-502](#)

[15-503](#)



**GB ©**  
**GENERAL PERSONNEL POLICIES**

Personnel policies adopted by the Governing Board are to serve as guidelines for the efficient and successful functioning of the District.

The policies are framed and intended to be interpreted within the context of applicable laws and regulations. Changes in the laws and agency rules, as well as in the needs, conditions, purposes, and objectives of the District may result in revisions, deletions, and additions to the policies. Therefore, to the extent permitted or required by law, District personnel policies may be modified, amended, or repealed at any time as the Board determines to be in the best interest of the District. No person shall be deemed to have a vested right to continuing employment or benefits associated with District employment except as may be required by law and provided in the respective employee's written contract or employment agreement.

Wherever inconsistencies of interpretation arise, the law and regulations prevail.

Adopted: October 3, 2012

LEGAL REF.:

A.R.S.

[15-341](#)

[15-342](#)

[15-546](#)



**GBA ©**  
**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 is prohibited. Efforts will be made in recruitment and employment to ensure equal opportunity in employment for all qualified persons.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[13-904](#)

[41-1461](#)

[41-1463](#)

[41-1465](#)

CROSS REF.:

[AC](#) - Nondiscrimination

[ACA](#) - Sexual Harassment

[IHBA](#) - Special Instructional Programs and Accommodations for Disabled Students

[JB](#) - Equal Educational Opportunities

[KED](#) - Public Concerns/Complaints about Facilities or Services

## Compare GBA-R © (version 2 to 1)

**first** Click on the changed parts for a detailed description. Use the left and right arrow keys to walk **last**  
through the modifications.

### GBA-R ©

#### REGULATION

#### EQUAL EMPLOYMENT OPPORTUNITY

##### Compliance Officer

The Superintendent shall be the compliance officer. Any person who feels unlawfully discriminated against or to have been the victim of unlawful discrimination by an agent or employee of the District or who knows of such discrimination against another person should file a complaint with the Superintendent. If the Superintendent is the one alleged to have unlawfully discriminated, the complaint shall be filed with the President of the Board.

##### Complaint Procedure

The District is committed to investigating each complaint and to 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, [within the established timelines](#). 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 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 discipline under Policy GDQD if the evidence so warrants. The Superintendent also may recommend a suspension without pay, recommend 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~~ [Policies JK, JKD and JKDJKE](#).

If the Superintendent's investigation reveals no reasonable cause to ~~believe~~ [believe](#) policy has been violated, the Superintendent shall so inform the complaining party in writing.

##### Timelines

[The complaint must be filed within thirty \(30\) calendar days after the complaining party knew or should have known that there were grounds for a complaint/grievance.](#)

Once the written complaint has been filed using the forms provided by the District, the Superintendent shall require the immediate supervisor or site administrator to investigate and respond in writing to the complaining party within five (5) working days.

If the immediate supervisor or site administrator does not respond, the Superintendent will have ten (10) additional working days to respond in writing to the complaining party.

If the Superintendent does not respond within the established time, then the complaining party may request in writing that the issue be brought before the Board. The Board will then review the record of the investigation and have thirty (30) days to respond to the complaining party in writing.



**GBA-E ©**

EXHIBIT

**EQUAL EMPLOYMENT OPPORTUNITY**

**COMPLAINT FORM**

**(To be filed with the compliance officer as provided in GBA-R)**

Please print:

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Another phone where you can be reached \_\_\_\_\_

During the hours of \_\_\_\_\_

E-mail address \_\_\_\_\_

I wish to complain against:

Name of person, school (department), program, or activity \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_

Specify your complaint by stating the problem as you see it. Describe the incident, the participants, the background to the incident, and any attempts you have made to solve the problem. Be sure to note relevant dates, times, and places.

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**GBB ©**  
**STAFF INVOLVEMENT IN**  
**DECISION MAKING**

It shall be the policy of the Board to encourage employee participation in the decision making for the District. The Superintendent is authorized to establish such committees as necessary to recommend policies and regulations that will enhance the operation of the District.

In recommending policies to the Board and in the development of regulations for the operation of the District, the Superintendent may involve at the planning stage, whenever feasible, any employees who may be affected by such provisions.

The Superintendent shall establish, with certificated and support staff employees, channels for the ready intercommunication of ideas and feelings regarding the operation of the schools. The Superintendent shall weigh with care the counsel given by employees and inform the Board of such counsel in presenting recommendations for Board action.

Adopted: date of manual adoption

LEGAL REF.:  
A.R.S.  
[15-321](#)

## Compare GBEA © STAFF ETHICS (version 3 to 2)

first

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

last

### GBEA © 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~~ **A. Makes** the well-being of students the fundamental value of all decision making and actions.
- ~~Maintains~~ **B. Maintains** just, courteous, and proper relationships with students, parents, staff members, and others.
- ~~Strives~~ **C. Strives** for the maintenance of efficiency and knowledge of developments in the employee's field of work.
- ~~Fulfills~~ **D. Fulfills** job responsibilities with honesty and integrity.
- ~~Directs~~ **E. 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~~ **F. Supports** the principle of due process and protects the civil and human rights of all individuals.
- ~~Obeys~~ **G. Obeys** local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
- ~~Implements~~ **H. Implements** the Governing Board's policies and administrative rules and regulations.
- **I.** Refrains from using school contacts and privileges to promote partisan politics, sectarian religious views, or selfish propaganda of any kind. ● ~~Avoids~~
- J. Pursues appropriate measures to correct any laws, policies, or regulations that are not consistent with sound educational goals.**

K. ~~Avoids~~ using position for personal gain through political, social, religious, economic, or other influence.

● ~~Maintains~~-L. ~~Maintains~~ the standards and seeks to improve the effectiveness of the profession through research ~~and continuing~~ ~~and continuing~~ professional development.

● ~~M~~. Stresses the proper use and protection of all school properties, equipment, and materials.

● ~~Honors~~-N. ~~Honors~~ all contracts until fulfillment or release.

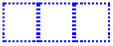
In the performance of duties, employees shall keep in confidence such information as they may secure unless disclosure serves District purposes or is required by law.

Adopted: date of ~~manual~~ ~~Manual~~ adoption

LEGAL REF.:

A.A.C.

[R7-2-205](#)



## **GBEAA © STAFF CONFLICT OF INTEREST**

### **Employment of Close Relatives**

No person employed by the District may be directly supervised by a close relative (father, mother, son, daughter, sister, brother, or spouse). This policy will apply for summer or part-time work as well as for full-time employment.

A dependent of a Board member (a person more than half of whose support is obtained from a Board member) cannot be hired in the District except by consent of the Board. The spouse of a Board member cannot be employed by the District.

### **Business Relations**

Any employee who has, or whose relative has, a substantial interest in any decision of the District shall make known this interest in the official records of the District, and shall refrain from participating in any manner as an employee in such a decision.

*Refrain from participating in any manner* means more than just refraining from making a final decision. It means participating in any way in the process leading up to a decision. An employee with a conflict of interest must not make recommendations, give advice, or otherwise communicate in any manner with anyone involved in the decision-making process.

### **Vendor Relations**

No employee of the District will accept gifts from any person, group, or entity doing, or desiring to do, business with the District.

### **District Purchases from Employees**

The District must comply with competitive purchasing rules for any acquisition of goods or services from District employees regardless of the dollar amount. The District may acquire equipment, material, supplies, or services from its employees only under an award or contract let after public competitive bidding [A.R.S. [38-503](#); A.G.O. 106-002]. The requirement applies to any purchase using District monies, including extracurricular activities fees, tax credit contributions, and monies held in trust by the District such as student activities monies, when a District employee acts as the vendor. Oral and written quotations do not satisfy the public competitive bidding requirements.

### **Employee Training and Acknowledgement of Understanding**

The Governing Board may require annual employee training to ensure District conflict of interest policies are communicated to employees and acknowledged as received and understood. Each employee shall complete and sign the conflict of interest form, GBEAA-E, as determined by the District.

The District will investigate allegations of inadequate disclosure of substantial interests and/or inappropriate participation when a substantial interest may exist.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-323](#)

[15-421](#)

[15-502](#)

[38-481](#)

[38-501](#) *et seq.*

[38-502](#)

[38-503](#)

A.G.O.

I83-111

I03-005

I06-002

Attorney General Arizona Agency Handbook, Appendix 8.1,  
Conflict of Interest Disclosure Memorandum

CROSS REF.:

[BCB](#) - Board Member Conflict of Interest

[DJ](#) - Purchasing

[DJE](#) - Bidding/Purchasing Procedures

[GBP](#) - Prohibited Personnel Practices



**GBEAA-E ©**

EXHIBIT

**STAFF CONFLICT OF INTEREST**

**CONFLICT OF INTEREST DISCLOSURE  
PURSUANT TO A.R.S. §§ 38-501 to 511**

**(Instructions)**

1. Employees must file a Conflict of Interest Disclosure within five (5) calendar days after commencing work and at least annually thereafter, either identifying any conflict the employee or the employee's relative has or stating that the employee or the employee's relative has no conflict.
2. All Conflict of Interest Disclosures shall be kept on file at Glendale Elementary School District Office, 7301 N. 58th Avenue, Glendale.
3. It is the employee's responsibility to update and submit to both District Legal and Human Resources Departments within fifteen (15) calendar days of any new conflict arising after the date of the most recent Disclosure.

**STATEMENT OF CONFLICT**

I, \_\_\_\_\_, do hereby indicate:

1. That I am presently an employee of the Glendale Elementary School District;
2. That I (or my relative[s]: \_\_\_\_\_

\_\_\_\_\_ ) have a substantial interest in the contract, sale, purchase, decision, investigation, or other matter by the Glendale Elementary School District Governing Board as described below.

Identify the contract, sale, purchase, service, decision, investigation, or other matter in which you or your relative may have a "substantial interest" under A.R.S. §§ [38-501](#) to [511](#). (Use as much space as necessary)

Describe the "substantial interest" referred to above. (Use as much space as necessary)

**STATEMENT OF DISQUALIFICATION**

***To be completed if you have a conflict as identified above.***



## Compare GBEB STAFF CONDUCT (version 3 to 2)

*first* Click on the changed parts for a detailed description. Use the left and right arrow keys to walk *last*  
through the modifications.

### GBEB © 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, interfere with or disrupt ~~any~~ **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.

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 conduct that violates the District's expectations for staff conduct, examples of which include but are not necessarily limited to the following:

- Physical or verbal abuse of, or threat of harm to, anyone.
- Unprofessional conduct.
- Committing fraud in securing appointment.
- Exhibiting incompetency in their work.
- Exhibiting inefficiency in their work.
- Exhibiting improper attitudes.
- Neglecting their duties.
- Acts of insubordination.
- Willful disobedience.
- Acts of child abuse or child molestation.
- Acts of dishonesty.
- 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.
- Forceful or unauthorized entry to or occupation of District facilities, including buildings and grounds.
- Use, possession, distribution, or sale of alcohol or of drugs or other illegal substances.
- Being absent without leave.
- Being involved in excessive absenteeism.

- Use of profane or abusive language, symbols, or conduct.
- Failure to teach to the standards.
- Discourteous treatment of the public.
- Improper political activity.
- 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.
- A violation of District policies and regulations.
- Any conduct violating federal, state, or applicable municipal law or regulation.
- 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.

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

- Thoroughly acquaint themselves with the rules, regulations, and other information applicable to them contained within the policies of the Board.
- Conduct themselves in a manner consistent with effective and orderly education and to protect the students and the District property.
- Maintain order in a manner consistent with District policies and regulations.
- Comply promptly with all orders of the Superintendent and the administrator who is their immediate supervisor.
- Dress and maintain a general appearance that reflects their position and does not detract from the educational program of the school.
- Comply with the requirement of A.R.S. [15-515](#) [Duty to report violations occurring on school premises] by immediately reporting to the Superintendent or the administrator who is their immediate supervisor:
  - A violation of A.R.S. [13-3102](#) [possession of a deadly weapon on school grounds].
  - 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)].
  - 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 disciplinary action.

### ~~Reporting Suspected Crimes~~

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

- A. Removal from school grounds.
- B. Both civil and criminal sanctions, which may include, but are not limited to, criminal proceedings under Title 13, Chapter 29, Arizona Revised Statutes.
- C. Warning.
- D. Reprimand.
- E. Suspension.
- F. Dismissal.
- G. 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~~-School District, who is arrested for or charged with any nonappealable 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 nonappealable offense has no right to appeal under the provisions of A.R.S. [15-539](#), subsection F. 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.

Adopted: ~~December 11, 2008~~ date of Manual adoption

LEGAL REF.:

A.R.S.

[13-2911](#)

[13-3102](#)

[13-3111](#)

[13-3411](#)

[15-341](#)

[15-342](#)

[15-507](#)

[15-509](#)

[15-511](#)

[15-514](#)

[15-521](#)

[15-539](#)

[15-550](#)

[38-531](#)

[38-532](#)

[41-770](#)

[41-1758.03](#)

A.A.C.

[R7-2-205](#)

CROSS REF.:

[GCF](#) - Professional Staff Hiring

[GCMF](#) - Professional Staff Duties and Responsibilities

[JIC](#) - Student Conduct

[JK](#) - Student Discipline

[KFA](#) - Public Conduct on School Property



## GBEB-R ©

### REGULATION

#### 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 of, 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.
- C. Forceful or unauthorized entry to or occupation of District facilities, including buildings and grounds.
- D. Use, possession, distribution, or sale of alcohol or of 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 disciplinary action.

# Compare GBEB-E (version 2 to 1)

first Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications. last

## GBEB-~~E~~-E ©

EXHIBIT

### STAFF CONDUCT

#### ~~REQUIRED~~ NOTIFICATION

~~(Staff for Whom Employment is Subject to  
Having a Fingerprint Clearance Card)~~

#### CONCERNING

#### NONAPPEALABLE OFFENSES

Notice is herein provided, in accordance with ~~House Bill 2042 of the Forty-eighth Legislature, signed into law on May 20, 2008, A.R.S. 15-550~~, that any employee of a public school district or charter school in this state who is *arrested for or charged with* one (1) or more of the offenses listed below as ~~non-appealable~~ ~~nonappealable~~ offenses ~~precluding~~ ~~precluding~~ that person from receiving a fingerprint clearance card shall immediately report the arrest or charge to the person's supervisor or the person shall be immediately dismissed from employment with the public school district or charter school. ~~Further, an employee who is convicted of one (1) or more of the offenses listed below shall immediately do the following:~~

- ~~• Surrender any certificates issued by the Department of Education.~~
- ~~• Notify the person's employer or potential employer of the conviction.~~
- ~~• Notify the Department of Public Safety of the conviction.~~
- ~~• Surrender the person's fingerprint clearance card.~~

~~—A person dismissed from employment for failure to report being arrested for or charged with a nonappealable offense has no right to appeal under the provisions of A.R.S. 15-539, subsection F.~~

1. Sexual abuse of a vulnerable adult.

2. Incest.

3. First or second degree murder.

4. Sexual assault.

5. Sexual exploitation of a minor.

6. Sexual exploitation of a vulnerable adult.

7. Commercial sexual exploitation of a minor.

8. Commercial sexual exploitation of a vulnerable adult.

9. Child prostitution as prescribed in

[section 13-3212.](#)

10.

[Child](#) abuse.

11.

[Abuse](#) of a vulnerable adult.

12.

[Sexual](#) conduct with a minor.

13.

[Molestation](#) of a child.

14.

[Molestation](#) of a vulnerable adult.

15.

[A](#) dangerous crime against children as defined in

[section 13-705.](#)

~~section~~

~~10~~

~~Child~~

~~11~~

~~Abuse~~

~~12~~

~~Sexual~~

~~13~~

~~Molestation~~

~~14~~

~~Molestation~~

~~15~~

~~A~~

~~section~~

—16

16.

~~Exploitation~~

Exploitation of minors involving drug offenses.

—17

17.

~~Taking~~

Taking a child for the

purposes

purpose of prostitution as prescribed

in section

in

section [13-3206](#).

—18

18.

~~Neglect~~

Neglect or abuse of a vulnerable adult.

—19

19.

~~Sex~~

Sex trafficking.

—20

20.

~~Sexual~~

Sexual abuse.

—21

21.

~~Production~~

Production, publication, sale, possession and presentation of obscene items as

prescribed in

section

section [13-3502](#).

—22

22.

~~Furnishing~~

Furnishing harmful items to minors as prescribed in

section

section [13-3506](#).

—23

23.

~~Furnishing~~

[Furnishing](#) harmful items to minors by internet activity as prescribed

in section

in section [13-3506.01](#).

—24

24. Obscene or indecent telephone communications to minors for

commercial

~~purposes~~

commercial

purposes as prescribed in

section

section [13-3512](#).

—25

25.

~~Luring~~

[Luring](#) a minor for sexual exploitation.

—26

26.

~~Enticement~~

[Enticement](#) of persons for purposes of prostitution.

—27

27.

~~Procurement~~

[Procurement](#) by false pretenses of person for purposes of prostitution.

—28

28.

~~Procuring~~

[Procuring](#) or placing persons in a house of prostitution.

—29

29.

~~Receiving~~

[Receiving](#) earnings of a prostitute.

—30

30.

~~Causing~~

Causing one's spouse to become a prostitute.

~~31~~

31.

~~Detention~~

Detention of persons in a house of prostitution for debt.

~~32~~

32. Keeping or residing in a house of prostitution or

~~employment in prostitution~~

employment in  
prostitution.

~~33~~

33.

~~Pandering~~

Pandering.

~~34~~

34.

~~Transporting~~

Transporting persons for the purpose of prostitution, polygamy and

~~concubinage~~

concubinage.

~~35~~

35.

~~Portraying~~

Portraying adult as a minor as prescribed in

~~section~~

section [13-3555](#).

~~36~~

36.

~~Admitting~~

Admitting minors to public displays of sexual conduct as prescribed in

~~section~~

section [13-3558](#).

~~I hereby acknowledge receipt of the above notification requirements as a fingerprint clearance card holder.~~

37. Unlawful sale or purchase of children.

38. Child bigamy.

Further, an employee who is *convicted* of one (1) or more of the above listed offenses shall immediately:

- A. Surrender any certificates issued by the department of education.
- B. Notify the person's employer or potential employer of the conviction.
- C. Notify the department of public safety of the conviction.
- D. Surrender the person's fingerprint clearance card.

By my signature I acknowledge receipt of a copy of this notification concerning nonappealable offenses.

\_\_\_\_\_

~~Employee Signature~~ \_\_\_\_\_ ~~Date~~

\_\_\_\_\_

~~Printed Name~~

Employee signature

Date



## **GBEBA STAFF DRESS CODE**

Employees shall ensure that their dress and grooming presents a professional image while at work or while conducting District business so as to enhance the District's image. Individuals employed in public schools are in a position of influence and their dress, grooming and mannerisms will have impact on the way students and the public, in general, respond to our leadership.

The decision of whether dress or grooming is appropriate shall be left to the reasonable discretion of the Superintendent or the Superintendent's designee. Certain positions require specific clothing requirements, which will be explained to employees upon placement into those positions.

The District will make reasonable accommodations for dress or grooming directly related to employees' religion, ethnicity, or disabilities. Employees should discuss any accommodation needs with their supervisor.

Adopted: January 10, 2006

LEGAL REF.:

A.R.S.

[15-321](#)

[15-341](#)

[15-514](#)



## GBEBA-R

### REGULATION

#### STAFF DRESS CODE

All District employees who are in the position of meeting students, parents and the general public are expected to dress as professionals and model appropriate attire for students and the educational community. It is recognized employees enjoy the freedom to express their individuality; however, it is expected that certain standards for appearance be met while fulfilling their job responsibilities as a Glendale Elementary School District (GESD) employee.

It is necessary that dress and personal appearance be appropriate for a school setting and not disrupt the classroom atmosphere or educational process. Minimally, professional standards of dress shall include the following expectations:

- The requirements of the student dress code of the District shall be observed by all employees, excluding the requirement for school uniforms.
- It is necessary for clothing to be neat, clean and free of frays, holes or tears.
- Graphic representations on clothing, accessories or the body shall not display profanity or obscene gestures, nor shall it support alcohol, cigarettes, drugs or sexual activity or other items deemed inappropriate.
- Clothing should be modest and should not expose undergarments, breasts, midriffs, or buttocks.
- The length of skirts and dresses should be modest, between mid-thigh and knees or longer.
- Tops should be appropriate, avoiding those which are sheer, too loose or low cut, causing inappropriate exposure.
- Warm up suits, sweat pants, exercise clothing, shorts and skorts are only acceptable for physical education teachers or coaches.
- Overalls and denim jeans of any color are not appropriate attire for professional staff.
- Rubber flip flops (i.e., beach-wear) are not appropriate footwear.
- Caps or hats may be worn only outside the building. Exceptions will be made for head coverings needed due to chemotherapy and other related matters.
- Earrings may be worn only on the ears; body -piercing jewelry, other than earrings, shall be removed while the employee is on duty.

It is recognized that on certain occasions there may be exceptions to this dress code. For example, when a theme for the school or community calls for clothing outside the dress code. Similarly, certain field trips may require clothing outside the normal dress code. The school principal may approve "spirit days" or other occasions throughout the year in which the staff may be encouraged to wear clothing outside the normal dress code.

The principal/department supervisor may place additional restrictions or requirements on clothing and appearance if he/she feels attire or appearance is inappropriate or disruptive to the educational process, or if certain attire is necessary to the workplace. Certain job positions may require apparel specific to the job assignment.

It is recognized that all employees shall enjoy full rights of citizenship and liberty as guaranteed by the Constitutions of the United States and Arizona. However, individual freedom of expression must be balanced with the impressionability of students, particularly since they are a "captive audience". Therefore, it is necessary to observe the following:

- Religious dress, marks, emblems or insignias are permissible provided they do not proselytize or disparage religion.
- It is necessary for clothing to be free of political messages. Political messages are defined as those that are intended to influence the outcome of elections or to support and/or oppose a particular political candidate, issue, party, or point of view.

The Governing Board recognizes that implementation of this guideline calls for mature, sensible, rational action on the part of the school staff so that professionalism and individuality are reasonably balanced. This guideline is not intended to unduly restrict personal expression, but rather ensure an appropriate learning environment.



## **GBEBB © 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 or 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.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-321](#)

[15-341](#)

[15-514](#)

CROSS REF.:

[JIC](#) - Student Conduct



**GBEBC ©**  
**GIFTS TO AND SOLICITATIONS**  
**BY STAFF MEMBERS**

**Gifts**

Students, parents, and other patrons of the District shall be discouraged from the routine presentation of gifts to employees. This shall not be interpreted as intended to discourage acts of generosity in unusual situations, and simple remembrances expressive of affection or gratitude shall not be regarded as violations of this policy.

Gifts to students by staff members shall be discouraged. Simple remembrances on certain occasions to all students in a class or section shall not be regarded as a violation of this policy.

**Solicitations**

A school employee's position in the District shall not be used to influence parents or students to purchase books or other merchandise, except for materials approved by the Superintendent for use in the classroom.

Staff-member solicitation(s) of other employees and/or students for any profit, nonprofit, or charitable groups, institutions, or organizations must have the approval of the Superintendent in advance.

No other solicitations shall be made by or of employees during official duty time.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-321](#)



## **GBEC © 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. 1300.11 through 1300.15.

Workplace includes any school building or any school premises and any school-owned vehicle or any other school-approved vehicle 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.

Adopted: date of manual adoption

**LEGAL REF.:**

A.R.S.

[13-2911](#)

[13-3401](#) et seq.

[15-341](#)

P.L. 100-690 Title V, Subtitle D.

34 C.F.R. Part 85

**CROSS REF.:**

[EEAEAA](#) - Drug and Alcohol Testing of Transportation Employees

## Compare GBEC-EA © (version 3 to 2)

**first** Click on the changed parts for a detailed description. Use the left and right arrow keys to walk **last**  
through the modifications.

### ~~GBEC-EA ©~~

#### EXHIBIT

#### ~~DRUG – FREE WORKPLACE~~

#### ~~NOTICE TO EMPLOYEES~~

~~YOU ARE HEREBY NOTIFIED that it is a violation of Policy GBEC for any employee to 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. 1300.11 through 1300.15.~~

~~*Workplace* includes any place where work is performed, including a school building or other school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; and off school property during any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the District.~~

~~In addition, the workplace shall include all property owned, leased, or used by the District for any educational purpose.~~

~~YOU ARE FURTHER NOTIFIED that it is a condition of your employment that you will comply with Policy GBEC, and will notify your supervisor of your conviction under any criminal drug statute for a violation occurring in the workplace, not later than five (5) days after such conviction.~~

~~Any employee who violates the terms of the District's drug-free workplace policy in any manner is subject to discipline, which may include, but is not limited to, dismissal and/or referral for prosecution.~~

~~I have been provided with two (2) copies of this **Notice to Employees** for my review and signature. I understand that a signed copy will be placed in my personnel file.~~

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Compare GBEC-EB © (version 2 to 1)

*first* Click on the changed parts for a detailed description. Use the left and right arrow keys to walk *last*  
through the modifications.

### GBEC-~~EB~~-~~©~~EA ©

#### EXHIBIT

#### DRUG - FREE WORKPLACE

In order to comply with federal funding requirements, the District shall:

- Gather information relative to availability of local community drug and alcohol counseling, rehabilitation, and reentry programs that are available to employees and make such information available to employees.
- Provide each employee a copy of standards of conduct and the statement of disciplinary sanctions that apply to alcohol and drug violations. Use exhibit ~~GBEC-EB~~ [the statement of policies received during onboarding process](#) to notify employees that compliance with such standards is mandatory.

The District should perform a biennial review of the programs to:

- Ensure that disciplinary sanctions for employees are consistently enforced.
- Determine program effectiveness and implement change to the program if needed.



**GBECA ©**  
**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 persons regular or extended hours of employment, or as prescribed by law.

Adopted: October 3, 2012

LEGAL REF.:

A.R.S.

[13-2911](#)

[13-3401](#) et seq.

[15-341](#)

[23-493](#)

[23-493.03](#)

[36-2801](#) et seq.

41 U.S.C. 702, Drug-free workplace requirements for Federal grant recipients.

34 C.F.R. Part 85

CROSS REF.:

[EEAEAA](#) - Drug and Alcohol Testing of Transportation Employees



**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.

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.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-321](#)

[15-341](#)

# Compare GBED © SMOKING BY STAFF MEMBERS (version 2 to 1)

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## GBED © SMOKING BY STAFF MEMBERS

The possession or use of tobacco products, tobacco substitutes, electronic cigarettes, other chemical inhalation devices, or vapor products is prohibited in the following locations:

- ~~School A.~~ School grounds. ● ~~School~~
- B. School buildings.
- ~~School C.~~ School parking lots.
- ~~School D.~~ School playing fields.
- ~~School E.~~ School buses and other District vehicles.
- ~~Off~~. 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 the tobacco products are for demonstration purposes as a necessary instructional component of a tobacco prevention or cessation program that is:

- ~~Approved A.~~ Approved by the school.
- ~~Established B.~~ Established in accord with Arizona Revised Statute [15-712](#).

Adopted: ~~October 22, 2013~~ date of Manual adoption

LEGAL REF.:

A.R.S.

[13-3622](#)

[15-341](#)

[15-712](#)

[36-798.03](#)

20 U.S.C. 6083

CROSS REF.:

[JICG](#) - Tobacco Use by Students ~~KFAA - Smoking on School Premises at Public Functions~~



**GBEF ©**  
**STAFF USE OF DIGITAL COMMUNICATIONS**  
**AND ELECTRONIC DEVICES**

Social media is the use of web-based and mobile technologies to communicate through interactive dialogue. Social media technologies include but are not limited, to blogs, picture-sharing, vlogs, wall-postings, e-mail, instant messaging, music-sharing, crowdsourcing, voice over IP (VoIP), Facebook, LinkedIn, My Space, Twitter, You Tube, and any successor protocol to transmit information. Mobile technologies are any devices that: transmit sounds, images, texts, messages, videos, or electronic information; electronically records, plays, or stores information; or accesses the Internet, or private communication or information networks. Current examples are Smartphones such as BlackBerry, Android, iPhone, and other such mobile technologies and subsequent generations of these and related devices.

The Governing Board recognizes how web-based and mobile technologies are fundamentally changing opportunities to communicate with individuals or groups and how their use can empower the user and enhance discourse. The Board equally recognizes that the misuse of such technologies can be potentially damaging to the District, employees, students and the community. Accordingly, the Governing Board requires all employees to adhere to adopted policies and to utilize digital communications and electronic devices in a professional manner at all times.

The Board establishes the following parameters:

District employees

- A. shall adhere to all Governing Board policies related to technologies including but not limited to the use of District technology, copyright laws, student rights, parent rights, the Family Educational Rights and Privacy Act (FERPA), staff ethics, and staff-student relations;
- B. are responsible for the content of their posting on any form of technology through any form of communication;
- C. shall only use District controlled and approved technologies when communicating with students or parents;
- D. shall ensure that technologies used to communicate with students and District staff are maintained separate from personal technologies used to communicate with others;
- E. shall not use District owned or provided technologies to endorse or promote a product, a cause or a political position or candidate;
- F. in all instances must be aware of his/her association with the District and ensure the related content of any posting is consistent with how they wish to present themselves to colleagues, community members, parents and students;
- G. shall not use District logos or District intellectual property without the written approval of the Superintendent;
- H. shall use technologies to enhance and add value to communications with all recipients and be respectful of those with whom they communicate;

I. shall immediately report all misuse or suspected misuse of technology to their direct supervisor/administrator who in turn will immediately report to the Superintendent;

J. shall comply with all applicable records management parameters established by Arizona State Library, Archives and Public Records.

The Superintendent shall communicate the above to all employees of the District at the beginning of each school year and to newly hired employees as part of the hiring process.

The Superintendent shall establish which technologies are approved for use by employees to communicate with parents and students. Approved technologies shall be communicated to the Board and employees prior to the start of every school year, to newly elected Board members prior to taking office, and to newly hired employees as part of the hiring process.

The Superintendent shall determine which records retention and management guidelines as established by the Arizona State Library, Archives and Public Records are applicable to this Board policy and communicate these guidelines to the Board and employees prior to the start of every school year, to newly elected Board members prior to taking office, and newly hired employees as part of the hiring process.

Violations of this policy may result in disciplinary action up to and including termination and may constitute a violation of federal or state law in which case appropriate law enforcement shall be notified. The Superintendent shall report violations of this policy to the Board and shall make reports to the appropriate law enforcement agency when determined necessary.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[15-341](#)

[15-514](#)

CROSS REF.:

[GBEA](#) - Staff Ethics

[GBEB](#) - Staff Conduct

[GBEBB](#) - Staff Conduct With Students

[GCQF](#) - Discipline, Suspension, and Dismissal of Professional Staff Members

[GDQD](#) - Discipline, Suspension, and Dismissal of Support Staff Members

[IJNDB](#) - Use of Technology Resources in Instruction

[JIC](#) - Student Conduct



**GBGB ©**  
**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 ware while participating in or when observing vocational, technical, industrial arts, art, or laboratory science activities.

The Board shall equip the schools with eye protective ware.

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

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[13-1203](#)

[13-1204](#)

[13-2911](#)

[15-151](#)

[15-507](#)

## Compare GBGB-R © (version 2 to 1)

**first** Click on the changed parts for a detailed description. Use the left and right arrow keys to walk **last**  
through the modifications.

### GBGB-R ©

#### REGULATION

#### 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 ~~building~~-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 ware while participating in or when observing vocational, technical, industrial arts, art, or laboratory science activities involving exposure to:

- ~~Molten~~-A. Molten metals or other molten materials.
- ~~Cutting~~B. Cutting, shaping, and grinding of materials.
- ~~Heat~~C. Heat treatment, tempering, or kiln firing of any metal or other materials.
- ~~Welding~~D. Welding fabrication processes.
- ~~Explosive~~E. Explosive materials.
- ~~Caustic~~F. Caustic solutions.
- ~~Radiation~~G. Radiation materials.

The Board shall equip the schools with eye protective ware.

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

For purposes of this procedure, *eye protective ware* 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.

## Compare GBGC EMPLOYEE ASSISTANCE (version 4 to 2)

first

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

last

### GBGC © EMPLOYEE ASSISTANCE

Employees may be required by the Superintendent, for purposes of employment or retention, to submit to such tests or examinations as a licensed physician deems appropriate.

When, in the opinion of the immediate supervisor and/or the Superintendent, the employee's physical or emotional condition warrants, the District may require a complete examination, at District expense, by a licensed physician selected by the District.

The Superintendent shall have procedures for complying with the requirements of the Occupational Safety and Health Administration (OSHA), including an exposure-control plan, methods of compliance, work-practice controls, postexposure evaluation and follow-up, and administering vaccine to employees exposed to Hepatitis B virus.

All employees who as a result of their employment have had significant exposure to bloodborne pathogens (Hepatitis B/Human Immunodeficiency Virus) are required to report the details of the exposure in writing to the District and are required to follow postexposure evaluation and follow-up activities in accordance with Arizona and federal laws. An employee who chooses not to complete these reporting requirements will be at risk of losing any claim to rights.

Adopted: ~~July 13, 2004~~ date of Manual adoption

#### LEGAL REF.:

A.R.S.

[15-505](#)

[23-901](#)

[23-902](#)

[23-904](#)

[23-906](#)

[23-908](#)

[23-961](#)

[23-962](#)

#### CROSS REF.:

[EBBB](#) - Accident Reports

[GBGD](#) - Workers' Compensation



## **GBGC-R ©**

### REGULATION

#### **EMPLOYEE ASSISTANCE**

Any employee who has an accident, no matter how slight, while on duty shall notify the supervisor immediately. Failure to follow this procedure could result in the loss of workers' compensation benefits.

After being notified by an employee, the supervisor shall complete and submit the Report of Industrial Injury to the District office.

The Superintendent, upon receiving the supervisor's report, shall, within ten (10) days after notification, submit the Report of Industrial Injury to the insurance carrier.

#### LEGAL REF.:

A.R.S.

[23-908](#)

#### CROSS REF.:

[EBBB](#) - Accident Reports

## Compare GBGC-E (version 2 to 1)

**first** Click on the changed parts for a detailed description. Use the left and right arrow keys to walk **last**  
through the modifications.

### GBGC-~~E~~-E ©

#### EXHIBIT

#### EMPLOYEE ASSISTANCE(~~Bloodborne Pathogen Requirements~~)

#### BLOODBORNE PATHOGEN REQUIREMENTS

##### Exposure Control Plan

Employee(s) with occupational exposure to human blood ~~or bodily fluids, or potential~~, human blood components, products made from human blood, or pathogenic microorganisms, including but not limited to Hepatitis B virus or HIV, shall comply with this Exposure Control Plan designed to eliminate or minimize employee exposure.

This Exposure Control Plan contains the following elements:

- ~~The A.~~ The exposure determination outlined below.
- ~~The B.~~ The schedule and method of implementation.
- ~~The C.~~ The procedure for the evaluation of circumstances surrounding exposure.

A copy of this Exposure Control Plan shall be accessible to employees.

This Exposure Control Plan shall be reviewed and updated at least annually and whenever necessary to reflect new or modified tasks and procedures that affect occupational exposure, and to reflect new or revised employee positions with occupational exposure.

This Exposure Control Plan shall be made available to the Assistant Secretary of Labor and the Director of the Occupational Safety and Health Administration upon request for examination and copying.

##### Exposure Determination

The District has determined that employee positions may involve the following levels of exposure to bloodborne pathogens as a collateral function to the primary job description:

- ~~High risk - Nurses and functional skills only.~~
- ~~Moderate A.~~ High risk - Coaches, physical education instructors, custodians, certain special education program personnel, ~~playground~~ playground duty personnel, health services personnel, and security personnel.
- ~~Low B.~~ Moderate risk - Regular instructional program personnel, other special education program personnel, ~~school level~~ school level office personnel, maintenance

personnel, food services personnel, and special assignment ~~personnel-personnel~~ (e.g., counselors, librarians), ~~security personnel, and~~.

C. Low risk - District level office personnel.

## Methods of Compliance

General. ~~Universal-~~ Universal precautions shall be observed by all District employees to ~~minimize the likelihood of prevent~~ contact with blood or other potentially infectious materials. Under circumstances in which differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.

Engineering and work practice controls:

~~Engineering-A.~~ Engineering and work practice controls shall be used to eliminate or ~~reduce likelihood of minimize~~ employee exposure. ~~If occupational-~~ If occupational exposure remains after institution of these controls, personal protective equipment ~~shall also be-~~ shall also be used.

~~Personal protective equipment (PPE)-B.~~ Engineering controls shall be examined and maintained or replaced on a regular schedule to ensure ~~their effectiveness.~~ PPE is not required because schools are low risk for exposure. ~~The-~~ their effectiveness.

C. The District shall provide hand-washing facilities that are readily accessible to employees.

~~When-D.~~ When provision of hand-washing facilities is not feasible, the District shall provide either an ~~appropriate-antiseptic-~~ appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. ~~When-antiseptic~~ When antiseptic hand cleansers or towelettes are used, hands shall be washed with soap and running ~~water-as-~~ water as soon as feasible.

~~The-E.~~ The District requires that employees wash their hands immediately or as soon as feasible after removal ~~of-gloves-of~~ gloves or other personal protective equipment. Supervisory personnel shall ensure compliance.

~~The-F.~~ The District requires that employees wash hands and any other skin with soap and water, or flush ~~mucous membranes-~~ mucous membranes with water ~~for a minimum of fifteen (15) minutes-~~ immediately or as soon as feasible following contact of such body areas with ~~blood-or-~~ blood or other potentially infectious materials. Supervisory personnel shall ensure compliance.

~~Contaminated-G.~~ Contaminated needles and other contaminated sharps shall not be bent, recapped, or removed except ~~as-noted-as~~ noted below. Shearing or breaking of contaminated needles is prohibited. ~~Note: Usage of sharps is very low volume.~~

### ~~Contaminated~~

1. Contaminated needles and other contaminated sharps shall not be recapped or removed unless ~~no-other-no~~ other alternative is feasible or such action is required by a specific medical procedure as ~~determined-by-~~ determined by a competent medical professional qualified to make such determination.

~~Such-~~ 2. Such recapping or needle removal must be accomplished through the use of a mechanical device or ~~a-one-~~ one-handed technique.

~~● Immediately~~ H. Immediately or as soon as possible after use, contaminated reusable sharps shall be placed in ~~appropriate containers~~ appropriate containers until properly disposed. ~~These containers shall be:~~

- ~~■ Closable.~~
- ~~■ Puncture resistant.~~
- ~~■ Leakproof on sides and bottom.~~
- ~~■ Labeled or color coded.~~

~~● During use, containers for contaminated sharps shall be:~~

- ~~■ Easily accessible to personnel and located as close as is feasible to the immediate area where sharps are used or can be reasonably anticipated to be found (e.g., nurse's office).~~
- ~~■ Maintained upright throughout use.~~
- ~~■ Replaced routinely and not be allowed to overfill.~~

~~● When moving containers of contaminated sharps from the area of use, the containers shall be:~~

- ~~■ Closed immediately prior to removal or replacement to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.~~
- ~~■ Placed in a secondary container if leakage is possible. The second container shall be closable.~~

● reprocessed.

I. Eating, drinking, smoking, applying cosmetics or lip balm, and handling contact lenses are prohibited in work areas where there is a reasonable likelihood of occupational exposure.

~~● J.~~ Food and drink shall not be kept in refrigerators, freezers, shelves, or cabinets, or on countertops or ~~benchtops where~~ blood or ~~benchtops where~~ other potentially infectious materials are present.

~~● Equipment, such as a breathing machine, that~~ K. All procedures involving blood or other potentially infectious materials shall be performed in such a manner as to minimize splashing, spraying, spattering, and generation of droplets of these substances.

L. Mouth pipetting/suctioning of blood or other potentially infectious materials is prohibited.

M. Specimens of blood or other potentially infectious materials shall be placed in a container that prevents leakage during collection, handling, processing, storage, transport, or shipping.

1. The container for storage, transport, or shipping shall be labeled or color coded according to law and closed prior to being stored, transported, or shipped. When a facility utilizes "universal precautions" in the handling of all specimens, the labeling/color coding of specimens is not necessary, provided containers are

recognizable as containing specimens. This exemption applies only while such specimens/containers remain with the facility. Labeling or color coding is required when such specimens/containers leave the facility.

2. If outside contamination of the primary container occurs, the primary container shall be placed within a second container that prevents leakage during handling, processing, storage, transport, or shipping and is labeled or color coded according to the requirements of this standard.

3. If the specimen could puncture the primary container, the primary container shall be placed within a secondary container that is puncture resistant in addition to the above characteristics.

N. Equipment that may become contaminated with blood or other potentially infectious materials shall be examined prior to servicing or shipping and shall be decontaminated as necessary, unless the decontamination of such equipment or portions of such equipment is not feasible as determined by a ~~supervisory employee~~ supervisory employee assigned to make such determination.

~~A-1.~~ A readily observable label in accordance with law shall be attached to the equipment stating ~~which portions~~ which portions remain contaminated.

~~This-2.~~ This information shall be conveyed to all affected employees, the servicing representative, and/or ~~the manufacturer~~ the manufacturer, as appropriate, prior to handling, servicing, or shipping so that appropriate ~~precautions will~~ precautions will be taken.

Personal protective equipment:

~~Provision.~~ ~~In areas where the potential for occupational exposure exists~~ A. Provision. When occupational exposure occurs, the District shall provide, at no cost to the employee, ~~appropriate~~ appropriate personal protective equipment such as, but not limited to, gloves, ~~masks,~~ gowns, laboratory coats, face shields or masks and eye protection, and mouthpieces, resuscitation bags, pocket masks, or ~~other ventilation~~ other ventilation devices. Personal protective equipment will be considered "appropriate" only if it does ~~not permit~~ not permit blood or other potentially infectious materials to pass through to or reach the employee's ~~work clothes~~ work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes under ~~normal conditions~~ normal conditions of use and for the duration of time that the protective equipment will be used.

~~Use.~~ ~~The-~~ B. Use. The District requires that all ~~high risk-exposed~~ employees use appropriate personal protective equipment ~~unless the-~~ unless the District documents that a specific employee temporarily and briefly declined to use personal ~~protective equipment~~ protective equipment when, under rare and extraordinary circumstances, it was such employee's professional ~~judgment that~~ judgment that in the specific instance its use would have prevented the delivery of health care or public safety ~~services or-~~ services or would have posed an increased hazard to the safety of the worker or co-worker. When the employee makes this judgment, the circumstances shall be reported by the employee and investigated and ~~documented by-~~ documented by the District in order to determine whether changes can be instituted to prevent such occurrences in ~~the future~~ the future.

~~Accessibility.~~ ~~Appropriate-~~ C. Accessibility. Appropriate personal protective equipment in the appropriate sizes must be readily ~~accessible at-~~ accessible at the work site or issued to employees. Hypoallergenic gloves, glove liners, powderless gloves, or ~~other~~

~~similar~~ ~~other~~ ~~similar~~ alternatives shall be readily accessible to employees who are allergic to the gloves normally provided.

~~● Cleaning~~ ~~D.~~ ~~Cleaning~~, laundering, and disposal. ~~The~~ ~~The~~ District shall clean, launder, and dispose of personal ~~protective equipment~~ ~~protective~~ ~~equipment~~ required in this standard, at no cost to the employee. ~~●~~

~~Repair~~ ~~E.~~ ~~Repair~~ and replacement. ~~The~~ ~~The~~ District shall repair or replace personal protective equipment as needed ~~to maintain~~ ~~to~~ ~~maintain~~ its effectiveness, at no cost to the employee.

~~● Any~~ ~~F.~~ ~~Any~~ garment(s) penetrated by blood or other potentially infectious materials shall be removed immediately ~~or as~~ ~~or~~ ~~as~~ soon as feasible.

~~● All~~ ~~G.~~ ~~All~~ personal protective equipment shall be removed prior to leaving the work area.

~~● When~~ ~~H.~~ ~~When~~ personal protective equipment is removed it shall be placed in an appropriately designated area ~~or container~~ ~~or~~ ~~container~~ for storage, washing, decontamination, or disposal.

~~● Gloves~~ ~~Gloves~~ ~~I.~~ ~~Gloves~~. ~~Gloves~~ shall be worn when it can be reasonably anticipated that the employee may have ~~hand contact~~ ~~hand~~ ~~contact~~ with blood, other potentially infectious materials, mucous membranes, and nonintact skin; ~~when performing~~ ~~when performing~~ vascular access procedures; and when handling or touching contaminated items or surfaces.

■ ~~Disposable~~ ~~1.~~ ~~Disposable~~ (single-use) gloves, such as surgical or examination gloves, shall be replaced as soon ~~as practical~~ ~~as~~ ~~practical~~ when contaminated or as soon as feasible if they are torn, punctured, or their ability to ~~function as~~ ~~function~~ ~~as~~ a barrier is compromised.

■ ~~Disposable~~ ~~2.~~ ~~Disposable~~ (single-use) gloves shall not be washed or decontaminated for reuse.

■ ~~Utility~~ ~~3.~~ ~~Utility~~ gloves may be decontaminated for reuse if the integrity of the gloves is not compromised. ~~However~~ ~~However~~, they must be discarded if they are cracked, peeling, torn, punctured, or exhibit ~~other signs~~ ~~other~~ ~~signs~~ of deterioration or when their ability to function as a barrier is compromised.

#### Housekeeping:

~~● General~~ ~~The~~ ~~A.~~ ~~General~~. ~~The~~ work site must be maintained in a clean and sanitary condition. The District shall establish, ~~attach~~ ~~attach~~ hereto, and implement an appropriate ~~written~~ schedule ~~; according to school cleaning policy~~, for cleaning and the method of decontamination based upon the location within the facility, type of surface to be cleaned, type of soil present, ~~and tasks or~~ ~~and~~ ~~tasks~~ or procedures being performed in the area.

~~● All~~ ~~B.~~ ~~All~~ school activity areas are cleaned daily.

~~● In~~ ~~C.~~ ~~In~~ cleaning operations involving ~~potentially infectious material~~, ~~an appropriate bacteriasiate agent~~ ~~human~~ ~~blood~~, a cleaning solution consisting of ten to one (10:1) ratio of water and bleach will be used.

● ~~All~~-D. All equipment and environmental and working surfaces shall be cleaned and decontaminated after ~~contact with~~ contact with blood or other potentially infectious materials.

■ ~~All contaminated areas~~-1. Contaminated work surfaces shall be decontaminated with an appropriate disinfectant after completion of procedures, immediately or as soon as ~~possible with an appropriate disinfectant~~. ■ ~~Protective~~ feasible when surfaces are overtly contaminated or after any spill of blood or other potentially infectious materials, and at the end of the work shift if the surface may have become contaminated since the last cleaning.

2. Protective coverings - such as plastic wrap, aluminum foil, or imperviously backed absorbent ~~paper used to~~ paper used to cover equipment and environmental surfaces - shall be removed and replaced as soon ~~as feasible~~ as feasible when they become overtly contaminated or at the end of the work shift if they may ~~have become~~ have become contaminated during the shift.

■ ~~All~~-3. All bins, pails, cans, and similar receptacles intended for reuse that have a reasonable likelihood ~~of becoming~~ of becoming contaminated with blood or other potentially infectious materials shall be inspected ~~and decontaminated~~ and decontaminated on a regularly scheduled basis and cleaned and decontaminated immediately or as soon as ~~seen as~~ feasible upon visible contamination.

■ ~~Broken~~-4. Broken glassware that may be contaminated shall not be picked up directly with the hands. It shall ~~be cleaned~~ be cleaned up using mechanical means such as a brush and dust pan, tongs, or forceps.

● ~~Laundry~~:

■ ~~Contaminated~~-5. Reusable sharps that are contaminated with blood or other potentially infectious materials shall not be stored or processed in a manner that requires employees to reach by hand into the containers where these sharps have been placed.

E. Regulated waste:

1. Contaminated sharps discarding and containment:

a. Contaminated sharps shall be discarded immediately or as soon as feasible in containers that are:

- I. Closable.
- II. Puncture resistant.
- III. Leakproof on sides and bottom.
- IV. Labeled or color coded.

b. During use, containers for contaminated sharps shall be:

- I. Easily accessible to personnel and located as close as is feasible to the immediate area where sharps are used or can be reasonably anticipated to be found (e.g., laundries).

II. Maintained upright throughout use.

III. Replaced routinely and not be allowed to overfill.

c. When moving containers of contaminated sharps from the area of use, the containers shall be:

I. Closed immediately prior to removal or replacement to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.

II. Placed in a secondary container if leakage is possible. The second container shall be:

i. Closable.

ii. Constructed to contain all contents and prevent leakage during handling, storage, transport, or shipping.

iii. Labeled or color coded.

d. Reusable containers shall not be opened, emptied, or cleaned manually or in any other manner that would expose employees to the risk of percutaneous injury.

2. Other regulated waste containment:

a. Regulated waste shall be placed in containers that are:

I. Closable.

II. Constructed to contain all contents and prevent leakage of fluids during handling, storage, transport, or shipping.

III. Labeled or color coded.

IV. Closed prior to removal to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.

b. If outside contamination of the regulated waste container occurs, it shall be placed in a second container. The second container shall be:

I. Closable.

II. Constructed to contain all contents and prevent leakage of fluids during handling, storage, transport, or shipping.

III. Labeled or color coded.

IV. Closed prior to removal to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.

3. Disposal of all regulated waste shall be in accordance with applicable regulations of the United States, states, territories, and political subdivisions of states and territories.

#### F. Laundry:

1. Contaminated laundry shall be handled as little as possible, with a minimum of agitation.

⇒ ~~Contaminated~~-a. Contaminated laundry shall be bagged or containerized at the location where it was used and shall not be sorted or rinsed in the location of use.

⇒ ~~Contaminated~~-b. Contaminated laundry shall be placed and transported in bags or containers labeled or color coded. When a facility utilizes universal precautions in the handling of all soiled laundry, alternative labeling or color coding is sufficient if it permits all employees to recognize the containers as requiring compliance with universal precautions.

⇒ ~~Whenever~~-c. Whenever contaminated laundry is wet and presents a reasonable likelihood of soak-through or leakage through of or leakage from the bag or container, the laundry shall be placed and transported in bags or containers that prevent soaking-through and/or leakage of fluids to the exterior.

■ ~~Employees~~-2. Employees who have contact with contaminated laundry must wear protective gloves and ~~other appropriate~~ other appropriate personal protective equipment.

3. When a facility ships contaminated laundry off-site to a second facility, which does not utilize universal precautions in the handling of all laundry, the facility generating the contaminated laundry must place such laundry in bags or containers that are labeled or color-coded.

### Hepatitis B Vaccination and Postexposure Evaluation and Follow-up

#### General:

● ~~The~~-A. The District shall make available the hepatitis B vaccine and vaccination series to all employees ~~who have~~ who have occupational exposure, and postexposure evaluation and follow-up to all employees who ~~have had~~ have had an exposure incident. ~~Employees are sent to Concentra and schedule is kept in personnel.~~ ● ~~The~~

B. The District requires that all medical evaluations and procedures, including the hepatitis B vaccine, ~~and vaccination~~ and vaccination series and postexposure evaluation and follow-up, including prophylaxis, are:

■ ~~Made~~-1. Made available at no cost to the employee.

■ ~~Made~~-2. Made available to the employee at a reasonable time and place.

■ ~~Performed~~-3. Performed by or under the supervision of a licensed physician or by or under the supervision of ~~another licensed~~ another licensed health care professional.

~~■—Provided—4.~~ **Provided** according to recommendations of the U.S. Public Health Service current at the time ~~these evaluations—these~~ **evaluations** and procedures take place, except as specified in this section on hepatitis B ~~vaccination and~~ **vaccination** and postexposure evaluation and follow-up.

C. The District requires that all laboratory tests be conducted by an accredited laboratory at no cost to the employee.

Hepatitis B vaccination:

~~●—Hepatitis—A.~~ **Hepatitis** B vaccination shall be made available after the employee has received the training required ~~and within—and~~ **within** ten (10) working days of initial assignment to all employees who have occupational exposure unless ~~the employee~~ **the employee** has previously received the complete hepatitis B vaccination series, antibody testing ~~has revealed—has~~ **revealed** that the employee is immune, or the vaccine is contraindicated for medical reasons. ~~—This shall be done by Concentra.—~~ **The**

B. The District shall not make participation in a prescreening program a prerequisite for receiving hepatitis ~~B—vaccination~~ **B vaccination**.

~~●—If—C.~~ **If** the employee initially declines hepatitis B vaccination but at a later date while still covered under ~~the standard—the~~ **standard** decides to accept the vaccination, the District shall make available hepatitis B vaccination ~~at that—at~~ **at that** time.

~~●—The—D.~~ **The** District requires all employees who decline to accept hepatitis B vaccination that is offered to sign ~~the following—the~~ **the following** statement:

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

~~●—If—E.~~ **If** a routine booster dose(s) of hepatitis B vaccine is recommended by the U.S. Public Health Service at ~~a future—a~~ **future** date, such booster dose(s) shall be made available.

Postexposure evaluation and follow-up. ~~—Following—~~ **Following** a report of an exposure incident, the District shall make immediately available to the exposed employee a confidential medical evaluation and follow-up, including at least the following elements:

~~●—Documentation—A.~~ **Documentation** of the route(s) of exposure, and the circumstances under which the exposure ~~incident occurred—incident~~ **occurred**.

~~●—Identification—B.~~ **Identification** and documentation of the source individual, unless the District can establish that identification ~~is infeasible—is~~ **infeasible** or prohibited by state or local law.

~~■—The—1.~~ **The** source individual's blood shall be tested as soon as feasible, and after consent is obtained, in ~~order to—order~~ **to** determine HBV and HIV infectivity. If consent is not obtained, the District shall establish that ~~legally—required~~

legally required consent cannot be obtained. When the source individual's consent is not required by law, ~~the source~~ the source individual's blood, if available, shall be tested and the result documented. ~~Vaccinations are done at Concentra and followed from there.~~

2. When the source individual is already known to be infected with HBV or HIV, testing for the source individual's known HBV or HIV status need not be repeated.

3. Results of the source individual's testing shall be made available to the exposed employee, and the employee shall be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.

C. Collection and testing of blood for HBV and HIV serological status:

1. The exposed employee's blood shall be collected as soon as feasible and tested after consent is obtained.

2. If the employee consents to base-line blood collection, but does not give consent at that time for HIV serologic testing, the sample shall be preserved for at least ninety (90) days. If within ninety (90) days of the exposure incident the employee elects to have the base-line sample tested, such testing shall be done as soon as feasible.

D. Postexposure prophylaxis, when medically indicated, as recommended by the U.S. Public Health Service.

E. Counseling.

F. Evaluation of reported illnesses.

Information provided to the health care professional:

A. The health care professional responsible for the employee's hepatitis B vaccination shall be provided a copy of this document.

B. The health care professional evaluating an employee after an exposure incident shall be provided the following information:

1. A copy of this document.

2. A description of the exposed employee's duties as they relate to the exposure incident.

3. Documentation of the route(s) of exposure and circumstances under which exposure occurred.

4. Results of the source individual's blood testing, if available.

5. All medical records relevant to the appropriate treatment of the employee, including vaccination status, that are the District's responsibility to maintain.

Health care professional's written opinion. ~~The~~ The District shall obtain and provide the employee with a copy of the evaluating health care professional's written opinion within fifteen (15) days of the completion of the evaluation.

- ~~The A.~~ The health care professional's written opinion for hepatitis B vaccination shall be limited to whether hepatitis ~~B vaccination~~ B vaccination is indicated for an employee and whether the employee has received such vaccination.
- ~~The B.~~ The health care professional's written opinion for postexposure evaluation and follow-up shall be limited to ~~the following~~ the following information:
  - ~~That 1.~~ That the employee has been informed of the results of the evaluation.
  - ~~That 2.~~ That the employee has been told about any medical conditions resulting from exposure to blood or ~~other potentially~~ other potentially infectious materials that require further evaluation or treatment.
- ~~All C.~~ All other findings or diagnoses shall remain confidential and shall not be included in the written report.

Medical record keeping.—~~Medical~~ Medical records required by this standard shall be maintained ~~and kept in a medical file at the District office for thirty (30) years.~~

## Communication of Hazards to Employees

### Labels:

- A. Warning labels shall be affixed to containers of regulated waste, refrigerators and freezers containing blood or other potentially infectious material, and other containers used to store, transport, or ship blood or other potentially infectious materials, except as provided in law.
- B. These labels shall contain the "biohazard" label.
- C. These labels shall be fluorescent orange or orange-red or predominantly so, with lettering or symbols in a contrasting color.
- D. Labels are required to be affixed as close as feasible to the container by string, wire, adhesive, or other method that prevents their loss or unintentional removal.
- E. Red bags or red containers may be substituted for labels.
- F. Containers of blood, blood components, or blood products that are labeled as to their contents and have been released for transfusion or other clinical use are exempted from the labeling requirements of this section on communication of hazards to employees.
- G. Individual containers of blood or other potentially infectious materials that are placed in a labeled container during storage, transport, shipment, or disposal are exempted from the labeling requirements.
- H. Labels required for contaminated equipment shall be in accordance with this section and shall also state which portions of the equipment remain contaminated.
- I. Regulated waste that has been decontaminated need not be labeled or color coded.

### Information and training:

- ~~All A.~~ All employees with occupational exposure shall participate in a training program, which must be provided at ~~no cost~~ no cost to the employees and during working hours.

- ~~Training~~ B. Training shall be provided as follows:
  - ~~Before~~ 1. At the time of initial assignment to tasks where occupational exposure may take place.
  - ~~On new or amended standards within~~ 2. Within ninety (90) days after the effective date of the standard.
  - ~~At~~ 3. At least annually thereafter.
- ~~Employees who fail to comply with exposure control plan policies will be refrained within seventy-two (72) hours following noncompliance activity.~~
- ~~Documentation will be kept by personnel.~~
- ~~For~~ C. For employees who have received training on bloodborne pathogens in the year preceding the effective date of the standard, only training with respect to the provisions of the standard that were not included need be provided.
- ~~Annual~~ D. Annual training for all employees shall be provided within one (1) year of their previous training.
- ~~The~~ E. The District shall provide additional training when changes such as modification of tasks or procedures or institution of new tasks or procedures affects the employee's occupational exposure. The additional training may be limited to addressing the new exposures created.
- ~~Material~~ F. Material appropriate in content and vocabulary to educational level, literacy, and language of employees shall be used.
- ~~The~~ G. The training program shall contain at a minimum the following elements:
  - ~~An~~ 1. An accessible copy of the regulatory text of this standard and an explanation of its contents.
  - ~~A~~ 2. A general explanation of the epidemiology and symptoms of bloodborne diseases.
  - ~~An~~ 3. An explanation of the modes of transmission of bloodborne pathogens.
  - ~~An~~ 4. An explanation of the District's Exposure Control Plan and the means by which the employee can ~~obtain a~~ obtain a copy of the written plan.
  - ~~An~~ 5. An explanation of the appropriate methods for recognizing tasks and other activities that may ~~involve exposure~~ involve exposure to blood and other potentially infectious materials.
  - ~~An~~ 6. An explanation of the use and limitations of methods that will prevent or reduce exposure, including appropriate engineering controls, work practices, and personal protective equipment.
  - 7. Information on the types, proper use, location, removal, handling, decontamination, and disposal of personal protective equipment.
  - 8. An explanation of the basis for selection of personal protective equipment.

- ~~Information~~ 9. Information on the hepatitis B vaccine, including information on its efficacy, safety, method ~~of administration~~ of administration, the benefits of being vaccinated, and that the vaccine and vaccination will ~~be offered~~ be offered free of charge.
- ~~Information~~ 10. Information on the appropriate actions to take and persons to contact in an emergency involving ~~blood or blood~~ or other potentially infectious materials.
- ~~An~~ 11. An explanation of the procedure to follow if an exposure incident occurs, including the method ~~of reporting~~ of reporting the incident and the medical follow-up that will be made available.
- ~~Information~~ 12. Information on the postexposure evaluation and follow-up that the District is required to provide for ~~the employee~~ the employee following an exposure incident.
- ~~An~~ 13. An explanation of the labels and/or color coding required.
- ~~An~~ 14. An opportunity for interactive questions and answers with the person conducting the training session.
- ~~The~~ H. The person conducting the training shall be knowledgeable in the subject matter covered by the ~~elements contained~~ elements contained in the training program as it relates to the workplace that the training will address.

## Record Keeping

### Medical records:

- ~~The~~ A. The District shall establish and maintain an accurate record for each employee with occupational exposure ~~as defined~~ as defined herein.
- ~~This~~ B. This record shall include:
  - ~~The~~ 1. The name and Social Security number of the employee.
  - ~~A~~ 2. A copy of the employee's hepatitis B vaccination status, including the dates of all hepatitis ~~B vaccinations~~ B vaccinations and any medical records relative to the employee's ability to receive vaccination.
  - ~~A~~ 3. A copy of all results of examinations, medical testing, and follow-up procedures.
  - ~~The~~ 4. The District's copy of the health care professional's written opinion.
  - ~~A~~ 5. A copy of the information provided to the health care professional.
- ~~Confidentiality~~ ~~The~~ C. Confidentiality. The District shall ensure that employee medical records required by law are:
  - ~~Kept~~ 1. Kept confidential.
  - ~~Not~~ 2. Not disclosed or reported, without the employee's express written consent, to any person within ~~or outside~~ or outside the workplace, except as required by law.

- ~~The D.~~ The District shall maintain the records required by law for at least the duration of employment plus thirty (30) ~~years and store those records in the District office~~ years.

Training records:

- ~~Training A.~~ Training records shall include the following information:
  - ~~The 1.~~ The dates of the training sessions.
  - ~~The 2.~~ The contents or a summary of the training sessions.
  - ~~The 3.~~ The names and qualifications of persons conducting the training.
  - ~~The 4.~~ The names and job titles of all persons attending the training sessions.
- ~~Training B.~~ Training records shall be maintained for three (3) years from the date on which the training occurred.

Availability:

- ~~The A.~~ The District shall ensure that all records required to be maintained shall be made available, upon request, ~~to the~~ to the Assistant Secretary of Labor and the Director of the Occupational Safety and Health Administration ~~for examination~~ for examination and copying.
- ~~Employee B.~~ Employee training records required by law shall be provided upon request for examination and ~~copying to employees~~ copying to employees, to employee representatives, to the Director of the Occupational Safety and ~~Health Administration~~ Health Administration, and to the Assistant Secretary of Labor.
- ~~Employee C.~~ Employee medical records required by law shall be provided upon request, for examination and copying, ~~to the~~ to the subject employee, to anyone having written consent of the subject employee, to the Director of ~~the Occupational~~ the Occupational Safety and Health Administration, and to the Assistant Secretary of Labor.

Transfer of records:

- ~~The A.~~ The District shall comply with the legal requirements involving transfer of records.
- ~~If B.~~ If the District ceases to do business and there is no successor district to receive and retain the records for ~~the prescribed~~ the prescribed period, the District shall notify the Director of the Occupational Safety and Health Administration, ~~at least~~ at least three (3) months prior to their disposal, and transmit them to the Director of the Occupational Safety ~~and Health~~ and Health Administration, if required by the Director of the Occupational Safety and Health Administration to ~~do so~~ do so, within that three (3) month period.

## Compare GBGCA WELLNESS PROGRAMS (version 3 to 2)

first

Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.

last

### GBGCA © WELLNESS PROGRAMS

#### Measles (Rubeola)

It shall be a condition of employment that, unless exempted, all employees, including substitutes, ~~born after January 1, 1957,~~ shall present proof of immunity to rubeola (measles) prior to reporting for work.

Evidence of immunity to measles shall consist of:

- ~~●~~ A. A record of immunization against measles with a live virus vaccine given on or after the first birthday; or
- ~~●~~ A-B. A statement, signed by a licensed physician or a state or local health officer, that affirms serologic ~~evidence of~~ evidence of having had measles.
- C. Anyone born prior to January 1, 1957 shall be considered to be immune to measles. (Rubeola)

#### German Measles (Rubella)

Similarly, unless exempted, all employees, including substitutes, shall present proof of immunity to rubella (German measles) prior to reporting for work.

Evidence of immunity to rubella shall consist of:

- ~~●~~ A. A record of immunization against rubella given on or after the first birthday; or
- ~~●~~ A-B. A statement, signed by a licensed physician or a state or local health officer, that affirms serologic ~~evidence of~~ evidence of having had rubella.
- ~~●~~ Attaining age 45 (presumed immunity).

#### General Information

Exempted employees include those with medical contraindications for receiving vaccines and those who refuse immunization for religious reasons.

Nonimmune employees, including those who utilize the exemption, shall, in the event of an outbreak of either disease, be put on leave without pay, or they may use accumulated sick leave during the period they are excluded from work due to the outbreak. If a staff member does not have any earned sick leave, a salary deduction of one (1) contract day will be made for each day of authorized leave used.

Adopted: date of ~~manual~~ Manual adoption

LEGAL REF.:

A.R.S.

[36-624](#)

A.A.C.

[R9-6-347](#)

[R9-6-360](#)

[R9-6-704](#)

A.G.O.

188-037



## **GBGCA-R**

### REGULATION

#### **WELLNESS PROGRAMS**

Unless legally exempted, all staff members must show proof of immunity to measles and rubella [see GBGCA].

##### Measles (Rubeola)

Acceptable proof of immunity to measles shall consist of:

- A record of immunization against measles with a live virus vaccine given on or after the first birthday; or
- A statement, signed by a licensed physician or a state or local health officer, that affirms serologic evidence of having had measles.
- Being born before January 1, 1957.

##### German Measles (Rubella)

Evidence of immunity to rubella shall consist of:

- A record of immunization against rubella given on or after the first birthday; or
- A statement, signed by a licensed physician or a state or local health officer, that affirms serologic evidence of having had rubella.
- Attaining age 45 (presumed immunity).

##### General Information

In the event of an outbreak of either disease, memory of immunization date is not acceptable; medical documentation of immunity is required.

Staff members who are not in compliance shall be put on leave without pay until they are in compliance.

In the event of an outbreak of measles or rubella, nonimmune staff members, including those who utilize the exemption, must be excluded from school.

##### Implementing Policy

The District shall generate a list of all employees to identify those who need proof of immunity to measles.

The Superintendent shall distribute information about the District's policy on measles and rubella.

The Superintendent shall collect proof of immunity from staff members and compile a list denoting immunity or nonimmunity of staff members.

Nonimmune staff members shall be referred for vaccine to a physician or the County Health Department. Their records will be updated as they receive vaccine.

#### Maintaining Policy

Throughout each school year, new staff members shall be required to show proof of immunity before employment.

A list of nonimmune employees shall be maintained and updated throughout the year.

# Compare GBGCB © STAFF HEALTH AND SAFETY (version 3 to

first

2)

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## **GBGCB © STAFF HEALTH AND SAFETY (Communicable Diseases)**

It is the policy of the School District to take reasonable and lawful measures to protect students and staff members from the transmission of communicable diseases. The Superintendent is authorized to adopt such procedures as are necessary to implement this policy in a manner consistent with state and federal laws.

### **Exclusion from School**

A staff member who has a communicable disease shall be excluded from school only if the staff member presents a direct threat to the health or safety of others in the school workplace. The outbreak control measures and other directives of the Department of Health Services (DHS) and local health agencies shall be acted upon as the best medical knowledge and judgments with regard to the exclusion of a staff member who has a communicable disease that is addressed by DHS regulations. The communicable diseases specifically addressed by DHS regulations are listed at A.A.C. [R9-6-203](#) *et seq.*

A staff member who has a chronic communicable disease, such as tuberculosis or HIV/AIDS, shall not be excluded unless a significant risk is presented, to the health and safety of others, which cannot be eliminated by reasonable accommodation. The Superintendent shall consult with legal counsel and health professionals, as necessary, to ensure that exclusion of a staff member with a chronic communicable disease will not violate the staff member's rights under the Americans with Disabilities Act or Section 504 of the Rehabilitation Act.

The school nurse or other person designated by the Superintendent must reassess a staff member who is excluded from school because of a communicable disease before the staff member returns to work. The District may require a physician's written medical release as a condition for the staff member's return to work.

### **Reporting and Notification**

The District shall report by telephone to its local health agency each diagnosed and suspected case of a communicable disease as set out in ~~regulation~~ [Regulation](#) JLCB-R.

If an outbreak of a communicable disease occurs in a school setting, the Superintendent or the school nurse shall promptly inform staff members who are known to have special vulnerability to infection. The District does not assume any duty to notify an employee of health risks caused by the presence of a communicable disease in the school setting unless the at-risk employee has notified the District of the conditions when notification is needed.

### **Confidentiality**

The District shall make reasonable efforts to maintain the confidentiality of staff members' medical conditions. All medical information relating to employees is confidential. The identity of a staff member who has a communicable disease and/or the nature of the communicable disease may be disclosed only to:

- ~~Staff A.~~ Staff members who must have such information to carry out their duties under this policy; *or*
- ~~Staff B.~~ Staff members or students (or their parents/guardians) who must have such information to protect ~~themselves from themselves~~ from direct threat to their health or safety.

Inquiries or concerns by staff members or others regarding communicable diseases or a staff member who is known or believed to have a communicable disease shall be directed to the Superintendent or the school nurse.

### **Universal Precautions**

The District shall follow the "Universal Precautions Standard" set forth in the attached Exhibit GBGCB-E to protect employees who are at risk of being exposed to blood and body fluids in the course of their work.

### **Food Service Workers**

The District shall follow the guidance of the U.S. Department of Health and Human Services concerning infectious and communicable diseases transmitted through the handling of food, and special precautions required for food services workers.

### **HIV/AIDS**

Current medical information indicates that HIV can be transmitted by sexual intercourse with an infected partner, by injection of infected blood products, and by transmission from an infected mother to her child *in utero* or during the birth process. None of the identified cases of HIV infection in the United States are known to have been transmitted in a school setting or through any other casual person-to-person contact. There is no evidence that HIV is spread by sneezing, coughing, shaking hands, hugging, or sharing toilets, food, water, or utensils. According to best medical knowledge and judgments, the use of the "universal precautions" and other procedures that implement this policy are sufficient to protect staff members and students from transmission of HIV at school.

Adopted: ~~December 11, 2008~~ date of Manual adoption

#### **LEGAL REF.:**

A.R.S.

[36-621](#)

[36-624](#)

A.A.C.

[R9-6-203](#) *et seq.*

[R9-6-355](#)

29 U.S.C. 794 *et seq.* Rehabilitation Act, (Section 504)

42 U.S.C. 12101 *et seq.* (Americans with Disabilities Act)

29 C.F.R. 1630.1 *et seq.* (ADA guidelines)

29 C.F.R. 1910.10 *et seq.* (OSHA Universal Precautions Standard)

CROSS REF.:

[GBGC](#) - Employee Assistance

[GBGCA](#) - Wellness Programs

[JLCB-R](#) - Immunizations of Students

## Compare GBGCB-E © (version 3 to 2)

*first* Click on the changed parts for a detailed description. Use the left and right arrow keys to walk *last*  
through the modifications.

### GBGCB-E ©

#### EXHIBIT

#### STAFF HEALTH AND SAFETY

#### ~~(Communicable Diseases)~~COMMUNICABLE DISEASES

##### Handling Body Fluids in School

The following guidelines are meant to provide simple and effective precautions against transmission of disease for all people potentially exposed to the blood or body fluids of any person (student and/or school employee). No distinction is made between body fluids from persons with a known disease or those from persons without symptoms or with an undiagnosed disease.

The body fluids of all people should be considered to contain potentially infectious agents. The

~~term~~

~~term~~ *body*

~~fluids~~

*fluids* includes blood, semen, drainage from scrapes and cuts, feces, urine, vomit, respiratory secretions (such as nasal discharge), and saliva.

~~• Whenever~~

A. ~~Whenever~~ possible, avoid direct skin contact with body fluids. Disposable gloves are

~~required when direct~~

~~recommended when direct~~ hand contact with body fluids is anticipated. If extensive contact is made with body fluids, hands

~~must be~~

~~must be~~ washed afterwards. Gloves used for this purpose should be put in a plastic bag, secured, and

~~disposed of daily~~

~~disposed of daily.~~

~~• If~~

B. If direct skin contact does occur, hands and other affected skin areas of all exposed people shall be

~~routinely washed~~

routinely washed with soap and water.

● ~~Proper~~

C. Proper handwashing requires the use of soap and water and vigorous washing under a stream of

~~running water~~

running water for approximately ten (10) seconds.

● ~~Clothing~~

D. Clothing and other nondisposable items that are soaked through with body fluids should be rinsed

~~and placed~~

and placed in plastic bags. If presoaking is required to remove stains, rinse or soak the item in cold

~~water prior to bagging~~

water prior to bagging. Clothing should be sent home with the student for washing, with appropriate

~~directions to~~

directions to parents and teachers (

see

see *laundry instructions below*). Always wear gloves when handling items

~~that have~~

that have come in contact with body fluids.

● ~~Contaminated~~

E. Contaminated disposable items shall be handled with disposable gloves, put in a plastic bag, secured,

~~and disposed~~

and disposed of daily.

● ~~Body~~

F. Body fluid spills on hard surfaces (i.e., floors, countertops, books,

etc.

et cetera) shall be disinfected with

~~a bacteriostatic agent~~

bleach (diluted to ten [10] parts water and one [1] part bleach). Gloves shall always be worn during cleanup.

~~● Cleaning~~

G. Cleaning equipment:

~~■ Nondisposable~~

1. Nondisposable cleaning equipment (such as dust pans, brooms, and buckets) shall be

~~disinfected by thoroughly~~

disinfected by thoroughly rinsing in diluted bleach (ten [10] parts water and one [1] part bleach). Mops shall

~~be soaked~~

be soaked in the disinfectant after use and then rinsed with hot water. The disinfectant solution

~~shall be~~

shall be promptly disposed of down a drain pipe.

~~■ Disposable~~

2. Disposable cleaning equipment (such as paper towels, the vacuum bag, or sweepings) shall be

~~placed in~~

placed in plastic bags, secured, and disposed of daily. No special handling is required for vacuuming equipment. Gloves shall always be used during cleanup.

~~● Laundry~~

H. Laundry instructions:

~~■~~

Clothing soaked with body fluids shall be washed separately from other items. Presoaking may

~~be required~~

be required for heavily soiled clothing. Otherwise, wash and dry as usual. If the material can be bleached,

~~add~~

add one-half (1/2) cup of household bleach to the wash cycle. If the material is not colorfast, add one-half (1/2) cup of all-fabric bleach to the wash cycle.

LEGAL REF.:

A.R.S.

[36-621](#) *et seq.*

A.A.C.

[R9-6-101](#) *et seq.*

## Compare GBGD WORKERS' COMPENSATION (version 3 to 2)

first

Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.

last

### GBGD ©

## WORKERS' COMPENSATION

All employees shall be covered by workers' compensation insurance for ~~work-related injuries/illnesses that arise out of their job duties in accordance with Arizona Workers' Compensation laws~~ any accident while on assignment, including an accident on school property or while on official business off school property. An employee must ~~immediately report all injuries/incidents to their supervisor or administrator and Risk Management. An employee injury/incident report and other reports as required by law will need to be completed at the time of the injury/incident.~~

~~All employees who are temporarily or partially disabled due to work-related injuries/illnesses might be returned to work in a modified or restricted capacity until they are released to their regularly assigned duties at full capacity. The return-to-work offer may be in any position so designated by the District for which the employee is able to perform, within the limitations and restrictions as set forth by the attending physician. If possible, employees will remain productive and active in the work place while recovering from their work-related injury/illness. The District reserves the right to rescind the offer of modified or restricted capacity work at any time.~~

~~Adopted: August 17, 2004~~

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.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[15-505](#)

[23-901](#)

[23-902](#)

[23-904](#)

[23-906](#)

[23-908](#)

[23-961](#)

[23-962](#)

CROSS REF.:

[EBBB](#) - Accident Reports

[GBGC](#) - Employee Assistance



## GBGD-R ©

### REGULATION

#### WORKERS' COMPENSATION

Any employee who has an accident, no matter how slight, while on duty shall notify the supervisor immediately. Failure to follow this procedure could result in the loss of workers' compensation benefits.

After being notified by an employee, the supervisor shall complete and submit the Report of Industrial Injury to the Risk Manager.

The Risk Manager, upon receiving the supervisor's report, shall, within ten (10) days after notification, submit the Report of Industrial Injury to the insurance carrier.

#### Compensation Claims

When a job-related injury/accident requires medical attention and/or absence from the workplace, the following conditions shall apply:

- A. The physician will be responsible for reporting the circumstances of the injury to the District, the Industrial Commission, and the District's insurance carrier.
- B. During the first seven (7) days of absence due to a job-related injury/accident, the employee will be placed on sick leave, provided the employee has accumulated sufficient sick leave.
- C. If a job-related injury/accident results in more than seven (7) days absence, the insurance carrier will be responsible for handling the claim for lost pay. During such period the employee may be directed to:
  1. Endorse over to the District the payments received from the insurance carrier, continue to receive a regular salary, and be charged sick leave. When the amount of the insurance payment is determined and received by the District, the employee's sick leave record will be adjusted for that fraction of the time paid by the insurance carrier (e.g., the insurance carrier pays one-half [1/2] of the normal salary of the employee, the sick leave will be adjusted on a pro rata basis); or
  2. Draw compensation from the insurance carrier, provide the District with a record of such payment, and receive payment for sick leave pay for the uncompensated portion of missed time, up to the limit of accumulated sick leave.
- D. In no event will an employee receive a combined salary and worker's compensation in excess of the employee's regular salary.
- E. An employee who has used all accumulated sick leave will be removed from the payroll and will receive only such amounts as are paid by the District's insurance carrier.



**EXHIBIT**

**WORKERS' COMPENSATION**

**EARLY RETURN TO WORK**

Determining if a Job Offer can be  
Made for Early Return from an

Illness or Injury

The District need only consider an early return when a job that can be performed by the early return employee is available. Creation of a position is not required.

When considering an early return assignment the District should:

- A. Analyze the job and determine its purpose and essential functions.
- B. Consult with the employee to determine the precise job limitations imposed by the attending physician.
- C. Determine if the employee can perform the duties of the job.
- D. Analyze the risk of reinjury or deterioration of the employee's condition.

Adjustments in the job description for personal accommodations such as an amenity or convenience that is not job related shall not be the responsibility of the District. The District shall require that all aspects of the modified job description be performed adequately.

# Compare GBI © STAFF PARTICIPATION IN POLITICAL ACTIVITIES (version 2 to 1)

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## GBI © STAFF PARTICIPATION IN POLITICAL ACTIVITIES

The Board recognizes the right of its employees, as citizens, to engage in political activity. However, school time, personnel, equipment, supplies, materials, buildings, or other resources may not be used to influence the outcomes of elections.

A staff member, a person acting on behalf of the District or a person who aids another person acting on behalf of the District shall be guided by the following:

~~● No~~ A. No employee shall engage in political activities upon property under the jurisdiction of the Board. Employees ~~in~~

in their individual capacities may exercise their political liberties on property leased from the school for that ~~purpose. ● Campaigning and~~

purpose.

B. The prohibition on the use of public resources to influence the outcome of bond, budget override and other

tax-related elections includes the use of School District-focused promotional expenditures that occur after

an election is called and through election day. This prohibition does not include routine School District

communications which are messages or advertisements that are germane to the functions of the School

District and that maintain frequency, scope and distribution consistent with past practices or are neces-

sary for public safety.

C. Campaigning and other election activities must be done in off-duty hours, when not working in an official ~~capacity~~

capacity or representing the District, and without the participation of District employees or students acting ~~in~~

in the capacity of District or school representatives.

~~● Invitations~~ D. Invitations to participate in election activities on a given campus, except when extended by groups leasing or ~~using~~

using school facilities, shall be permitted only when such invitations are to all candidates for the office. ~~• Political~~ The

rental use of District property by a private person or entity that may lawfully attempt to influence the outcome

of an election is permitted if it does not occur at the same time and place as a related District-sponsored

forum or debate.

E. Political circulars or petitions may not be posted or distributed in school.

~~• The~~F. The collection of campaign funds and/or the solicitation of campaign workers is prohibited on school property.

~~• Students~~G. Students may not be given written materials to influence the outcome of an election or to advocate support for ~~or~~

or opposition to pending or proposed legislation.

~~• Students~~H. Students may not be involved in writing, addressing or distribution of material intended to influence the ~~outcome~~

outcome of an election or to advocate support for or opposition to pending or proposed legislation.

Employees of the District may not use the authority of their position to influence the vote or political activities of any subordinate employee.

District employees who hold elective or appointive office are not entitled to time off from their school duties for reasons incident to such offices, except as such time may qualify under the leave policies of the Board.

The discussion and study of politics and political issues, when such discussion and study are appropriate to classroom studies, are not precluded under the provisions of this policy.

District employees shall be permitted time as provided in statute, if required, to vote in the primary or general election.

The District may distribute informational reports on a proposed budget override election as provided in A.R.S. [15-481](#) and on a proposed bond election as provided in A.R.S. [15-491](#) if those informational reports present factual information in a neutral manner, except for those arguments allowed under A.R.S. [15-481](#).

Nothing in this policy shall preclude the District from producing and distributing impartial information on elections other than District budget override elections or reporting on official actions of the Governing Board.

The District shall not make expenditures for literature associated with a campaign conducted by or for a District official.

Adopted: ~~October 21, 2003~~ <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

~~1-305~~

15-481

15-511

15-903

16-402

A.G.O.

I15-002



## **GBI-R**

### REGULATION

#### **STAFF PARTICIPATION IN POLITICAL ACTIVITIES**

##### **(Election Guidelines for School District Employees and Governing Board Members)**

By law, the District may provide the public only with content-neutral, public information. Since the District is a tax-supported institution, employees may not, during their normal work hours, work on the promotion of a bond or an override election, nor may employees use District materials to help promote a bond or an override election.

The law (A.R.S. [15-511](#)) as amended in 1996 is very clear: A school district shall not use its personnel, equipment, materials, buildings, or other resources for the purpose of influencing the outcome of elections.

In practical terms, this means that District personnel cannot spend or use, or allow others to spend or use, school resources in an attempt to persuade voters.

Factual information concerning a bond or an override election will be provided by the District. The information will be presented in the informational pamphlet that is mailed to each household in the District in which a qualified elector resides.

Please remember the following:

- Do not use school equipment such as copiers, telephones, mailboxes, and electronic mail for advocacy.
- Do not use school communication networks such as school newsletters or student newspapers. Newsletters that are written, paid for, and distributed independently of school resources and without using students are permitted.
- The law expressly prohibits the use of students as messengers of an advocacy position. In practical terms, this means you may not send any written materials (e.g., flyers, newsletters, statements of support, et cetera) designed to influence the outcome of an election home with students.
- Any nonadvocacy information, either written or oral, about an election prepared or disseminated by the District, such as statements reminding people to vote or the location or hours polling places are open, must be presented in English, Spanish, and, if applicable, the language of any Native American tribes located in the District.
- Do not use District secretarial or other support staff members to prepare promotional materials.
- Do not spend school or District money on promoting the election.

- District employees may act as advocates, but only as private citizens, on their own time and using their own, or other private, resources. Employees must make it clear when speaking or writing that they are acting as private citizens, and that they are not acting as representatives of or for the District.
- Employees of the District may not use the authority of their positions to influence the vote or political activities of any subordinate employees.
- The District is not responsible for the decision by any organization using or leasing District facilities to extend invitations to proponents and opponents of the ballot issue(s). These are decisions that are at the discretion of the organization itself.
- In permitting public use or leasing of school facilities for meetings, the District cannot favor proponents over opponents of the ballot issue(s).
- Private organizations, not sponsored or created by the District, may engage in any advocacy at their own expense. If the organization is too closely associated with the District, its actions may be imputed to the District and violate these rules.

Please follow these guidelines carefully. It is important to remember that even one minor infraction could result in the election being declared invalid.

# Compare GBJ © PERSONNEL RECORDS AND FILES (version 3

first

to 2)

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## GBJ © PERSONNEL RECORDS AND FILES

Professional employees are required to supply the District office with current and complete official transcripts of all college credits.

It is the duty and responsibility of each certificated employee to keep such certification current.

The District will maintain a complete and current official personnel file for each District employee. Employees will be advised of, and will be permitted to review and comment on, all information of a derogatory nature to be placed in their respective personnel files. The employee may prepare a written reply to such information, and such reply, if any, will be appended to the information in the file.

Records reasonably necessary or appropriate to maintain an accurate knowledge of disciplinary actions regarding staff members and the staff members' responses will be maintained. Disciplinary action records shall be open to inspection and copying unless such inspection and disclosure of records or information in the records is contrary to law.

The District may create such subfiles within a personnel file as are appropriate to ensure confidentiality of those files made confidential by law and efficient use of the file. Access to personnel files will be limited to authorized District officials and employees authorized to handle personnel files. Individual Board members may only inspect confidential staff files when specifically authorized by the Board, as evidenced by action of a quorum of the Board in a legal meeting properly noticed. Employees may review their own files by making written requests to the Superintendent. Materials obtained prior to an employee's employment, such as confidential recommendations or interview notes, will not be available for review by the employee.

Unless otherwise specifically provided by law, a school district shall not:

- ~~Use~~ **A. Use** an individual's social security number on forms of identification.
- ~~Transmit~~ **B. Transmit** to another individual material that contains both the individual's social security number and ~~the individual~~ **the individual's** financial institution account number. This does not preclude the transmission of ~~documents of~~ **documents of** enrollment, amendment, termination, or contracting for financial services nor does it preclude transmitting documents confirming the accuracy of the numbers previously submitted.

The Superintendent shall prepare procedures to implement this policy and A.R.S. [44-1373](#) which restricts use of personal identifying information.

Documents within a personnel file may be reviewed by the public only to the extent that disclosure is compelled as a public record.

Adopted: ~~October 9, 2008~~ date of Manual adoption

LEGAL REF.:

A.R.S.

[15-302](#)

[15-502](#)

[15-537](#)

[23-926](#)

[23-1361](#)

[23-1362](#)

[38-233](#)

[39-121](#) *et seq.*

~~[41-1346](#)~~ *et seq.*

~~[41-1482](#)~~

CROSS REF.:

[DKA](#) - Payroll Procedures/Schedules

[KDB](#) - Public's Right to Know/Freedom of Information

## Compare GBJ-E © (version 3 to 2)

first Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications. last

### GBJ-E ©

#### EXHIBIT

#### PERSONNEL RECORDS AND FILES

A person or entity shall not, unless specifically provided by law:

- ~~Intentionally~~-A. Intentionally communicate or make an individual's social security number available to the general public.
- ~~Print~~-B. Print an individual's social security number on any card required for the individual to receive services.
- ~~Require~~-C. Require the transmission of an individual's social security number over the internet unless providing a ~~secure connection~~-secure connection or the social security number is encrypted.
- ~~Require~~-D. Require the use of an individual's social security number to access a web site unless a password or ~~unique personal~~-unique personal identification number or other authentication device is also required to access the site.
- ~~Print~~-E. Print a number that the person or entity knows to be an individual's social security number on any ~~materials that~~-materials that are mailed to the individual unless required by law to place these numbers on the material.
  - ~~This~~-1. This does not preclude the transmission of documents of enrollment, amendment, termination, or contracting for financial services nor does it preclude transmitting documents confirming the accuracy of the numbers previously submitted.
  - ~~No~~-2. No requirement is made to check third party submitted numbers and unless the recipient of the number has actual knowledge that the number is or includes the individual's social security number, the person or entity may print the number on materials that are mailed to the individual.
  - ~~No~~-3. No prohibition on mailing the individual any copy or reproduction of a document that includes a social security number is made if the social security number was included on the original document before January 1, 2005.
  - ~~The~~-4. The exception is that if a social security number has been used inconsistent with the use described above after January 1, 2005, so long as the usage is continuous, the person or entity may continue to use the number subject to the conditions below:
    - ⇒ ~~If~~-a. If the use stops for any reason then the social security number cannot be used and the use ~~reverts to~~-reverts to the conditions bulleted

above.

⇒ ~~Each~~ ~~b.~~ Each year the entity must provide the individual with an annual written disclosure of the individual's ~~right~~ ~~s~~ right to stop the use of the social security number as prohibited above.

⇒ ~~If~~ ~~c.~~ If an individual requests in writing, the person or entity must stop using the number in any ~~manner conflicting~~ ~~manner~~ conflicting with the law. No fee or charge is allowed, and the entity shall not deny services to ~~the individual~~ ~~the~~ individual because of the request.

The law does not prohibit the collection, use or release of a social security number required by the laws of this state or the United States or for internal verification or administrative purposes.

Unless otherwise provided by law, after January 1, 2005 documents or records recorded and made available on the recording entity's web site shall not contain more than five (5) numbers reasonably identifiable as part of a social security number and shall not contain financial account numbers. A penalty of five hundred dollars (\$500) for each act of recording is possible.

# Compare GBK STAFF CONCERNS, COMPLAINTS, AND GRIEVANCES (version 2 to 1)

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## GBK © ~~STAFF CONCERNS, COMPLAINTS,~~ ~~AND GRIEVANCES~~

### ~~Employee Concerns and Complaints~~

~~For the purposes of this policy, concerns and complaints are defined as expressions of dissatisfaction by an employee(s) regarding conditions or circumstances that do not constitute a misinterpretation or violation of a Governing Board policy or administrative regulation, and are therefore not covered by the District's formal grievance procedure. The procedure for addressing employee concerns and complaints is to settle matters fairly, confidentially, quickly, and at the lowest organizational level possible.~~

~~The Superintendent shall develop a procedure for personnel to present written concerns and complaints, and for achieving resolution of concerns and complaints. When the Superintendent must determine the resolution of a concern or complaint, the Superintendent's decision shall be final.~~

### ~~Employee Grievances~~

~~For the purposes of this policy, a grievance is defined as an allegation by a District employee of a misinterpretation or violation of a Governing Board policy or administrative regulation that affects the employee's terms or conditions of employment.~~

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

Such procedure shall provide for Board review of any grievance that cannot be resolved at the administrative level. In such instances, the affected individual may request that the Governing Board review the situation. Such request shall be in writing and shall contain the basis for the appeal, including the act or acts out of which the grievance arose, identification of the Board policies and/or administrative regulations involved, and the remedy sought. Within five (5) working days following notification of the Superintendent's decision, any written request for appeal shall be submitted to the Superintendent for transmittal to the Board. The Governing Board, at a time of its choosing, shall review the grievance and issue a response within fifteen (15) working days following such review.

The decision ~~on a grievance by~~ of the Governing Board is final.

Adopted: date of ~~manual~~ Manual adoption

LEGAL REF.:  
A.R.S.



## Compare GBK-R (version 2 to 1)

first Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications. last

### GBK-R-R ©

#### REGULATION

### STAFF ~~CONCERNS, COMPLAINTS,~~ ~~AND GRIEVANCES~~

#### Definitions

~~Concerns and complaints are defined as expressions of dissatisfaction by an employee regarding conditions or circumstances that do not constitute a misinterpretation or violation of a Governing Board policy or administrative regulation, and are therefore not covered by the District's formal grievance procedure.~~

A *grievance* is a complaint by a District 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. The term *grievance* shall not apply to any matter for which the method of review is prescribed by law, or the Governing Board is without authority to act. The suspension or dismissal of employees is covered by statute and, therefore, is not a grievable matter. Assignment, reassignment, or transfer of an employee to another position or duties is not grievable beyond the Superintendent unless there is a reduction in compensation or the Superintendent requests that it go to the Board.

~~Performance evaluation is not subject to the grievance policy, except for procedural violations. Comments or opinions offered by the evaluator cannot be grieved. In the event of a claim of procedural violation, the evaluatee may initiate a written response to the evaluation through existing channels as established by District policies. A complaint does not suspend any timeline concerning the remedial period or Board action concerning dismissal or non-renewal. 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~~therefor, including fringe benefits, and the employer's personnel policies directly affecting the employee. In the case of professional employees, the term does not include educational policies of the District. A *day* is any day during which the District conducts business. 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 the matter by one (1) or more informal conferences with the immediate supervisor. The first of these informal conferences must be conducted within ~~twenty ten~~ (2010) days after the 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.

## Formal Level

~~Prior to filing the formal grievance, it is recommended that the grievant meet with the Assistant Superintendent for Human Resources to review the grievance process and the associated timelines and procedures.~~

**Level I.** Within fifteen (15) days after the employee knew, or should have known, of the act or omission giving rise to the grievance, 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 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 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 Superintendent for consideration by the Governing Board.

## 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 fifteen (15) days after the employee knew, 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 policy shall in no way operate to impede, delay, or interfere with the jurisdiction of the Governing Board or the Superintendent.

~~**Representation** means that an employee(s) is entitled to represent himself or herself, or designate a representative.~~

~~An employee(s) may be represented at any level of this procedure by a representative.~~

~~Reprisals shall not be taken against any employee in the grievance procedure by reason of such participation.~~

~~If choosing representation, the representative must be designated at Level II when filing a written grievance and for each level thereafter. The representative can be a designee from a~~

~~recognized professional organization, another educational professional (i.e., a peer), or legal counsel. If the grievant chooses legal counsel as their representative, the administration needs to be notified at least twenty-four (24) hours prior to any meeting.~~

### **~~Procedure Time Limits~~**

~~The time limits may be extended or reduced by mutual agreement of the employee(s) and the District prior to the expiration of such time limits as evidenced in writing.~~

~~Failure of administration to respond within the specified time limits permits the grievant to move to the next level.~~

### **~~General Provision of the Grievance Procedure~~**

~~If the administration requests the presence of an employee(s) during the school day, the employee(s) and the employee's representative shall be granted release time.~~

~~All documents, communications, and records dealing with the grievance will be filed in a separate grievance file and will not be kept in participant personnel files.~~

Compare GBK-EA © (version 3 to 2)

first Click on the changed parts for a detailed description. Use the left and right arrow keys to walk last through the modifications.

GBK-EA ©

EXHIBIT

STAFF CONCERNS, COMPLAINTS, AND GRIEVANCES

LEVEL I

GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

To be completed by grievant within five (5) days after the last informal conference but no later than fifteen (15) days after the employee knew or should have known of the act or omission giving rise to the grievance.

Grievant \_\_\_\_\_ Date of last informal presentation \_\_\_\_\_

School \_\_\_\_\_ Immediate supervisor \_\_\_\_\_

Assignment \_\_\_\_\_

Policy or regulation alleged to have been violated \_\_\_\_\_

Statement of grievance:

Action requested:

\_\_\_\_\_  
Signature of grievant

Compare GBK-EB © (version 3 to 2)

first Click on the changed parts for a detailed description. Use the left and right arrow keys to walk last through the modifications.

GBK-EB ©

EXHIBIT

STAFF CONCERNS, COMPLAINTS, AND GRIEVANCES

LEVEL I

GRIEVANCE FORM B

DECISION OF IMMEDIATE SUPERVISOR

To be completed by immediate supervisor within five (5) days after formal filing.

Grievant \_\_\_\_\_

Date of formal grievance presentation \_\_\_\_\_

School \_\_\_\_\_

Immediate supervisor \_\_\_\_\_

Decision of immediate supervisor

and reasons therefor:

Date of decision \_\_\_\_\_

(Signature of immediate supervisor)

-----

Grievant's response [to be completed by the grievant within five (5) days after the decision]:

o

~~□ I accept~~

I accept the above decision of the immediate supervisor.

o



I hereby refer the above decision to the Superintendent,  
with reasons detailing nonacceptance at Level I and any  
relief sought (Level II).

Date of response \_\_\_\_\_

(Signature of grievant)

Compare GBK-EC © (version 3 to 2)

first Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications. last

GBK-EC ©

EXHIBIT

STAFF ~~CONCERNS, COMPLAINTS,~~  
~~AND~~ GRIEVANCES

LEVEL II

GRIEVANCE FORM C

REFERRAL TO SUPERINTENDENT

To be completed by grievant within five (5) days of immediate supervisor's response.

Grievant \_\_\_\_\_

Date of formal presentation \_\_\_\_\_

Detail reasons for nonacceptance of grievance  
decisions and any relief sought:

o ~~The attached~~ The attached grievance is hereby referred to the Superintendent.

Date of referral \_\_\_\_\_  
\_\_\_\_\_  
(Signature of grievant)

Compare GBK-ED © (version 3 to 2)

first Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications. last

GBK-ED ©

EXHIBIT

STAFF ~~CONCERNS, COMPLAINTS,~~  
~~AND GRIEVANCES~~

LEVEL II

GRIEVANCE FORM D

DECISION OF SUPERINTENDENT

To be completed by the Superintendent within five (5) days.

Grievant \_\_\_\_\_

Date of formal grievance presentation \_\_\_\_\_

Date appeal received by Superintendent \_\_\_\_\_

Date hearing held by Superintendent (optional) \_\_\_\_\_

Decision of Superintendent

and reasons therefore:

Date of decision \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Superintendent)

Grievant's response [to be completed by grievant within five (5) days after the decision]:

o

I accept

I accept the above decision of the Superintendent.

o



I hereby appeal to the Governing Board for a review  
of this grievance (Level III).

Date of response \_\_\_\_\_

(Signature of grievant)

## Compare GBK-EE © (version 3 to 2)

*first* Click on the changed parts for a detailed description. Use the left and right arrow keys to walk *last*  
through the modifications.

### GBK-EE ©

EXHIBIT

### STAFF ~~CONCERNS, COMPLAINTS,~~ ~~AND~~ GRIEVANCES

LEVEL III (Final Action)

GRIEVANCE FORM E

### REVIEW BY GOVERNING BOARD

Grievant \_\_\_\_\_

Date of formal grievance receipt \_\_\_\_\_

- The attached grievance is hereby appealed to the  
Governing Board for a review.

Detail reasons for nonacceptance of grievance  
decision at Level II and any relief sought:

Date appeal received by Governing Board \_\_\_\_\_

BOARD RESPONSE:

- The Board affirms the Superintendent's response.
- ~~Board~~  Board rejects the Superintendent's response.
- ~~Board~~  Board modifies the Superintendent's response as follows:

**[TO BE COMPLETED WITHIN FIFTEEN (15) DAYS OF REVIEW]**

# Compare GBP © PROHIBITED PERSONNEL PRACTICES

first

(version 2 to 1)

last

Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.

## GBP © PROHIBITED PERSONNEL PRACTICES

### Disclosure Protected

It is a prohibited personnel practice for any District employee, who has control over personnel actions, to take reprisals against another employee for a disclosure of a matter of public concern, by that other employee, to a public body when the employee believes there has been:

- ~~A.~~ A violation of law.
- ~~Mismanagement~~ B. **Mismanagement**, a gross waste of monies, or an abuse of authority.

An employee, or former employee, who believes that an adverse personnel action taken is the result of such person's disclosure of information under A.R.S. [38-532](#) shall make a complaint to the Board. The Board shall make a determination pursuant to the rules under A.R.S. [41-785](#).

### Reporting Protected

A governing board or school district employee who has control over personnel decisions shall not take unlawful reprisal against an employee for good-faith reports about certificated personnel engaged in conduct involving minors that is reportable under A.R.S. [13-3620](#) (Reporting Child Abuse). *Unlawful reprisal* means an action taken by a governing board that results in:

- ~~Disciplinary~~ A. **Disciplinary** action.
- ~~Transfer~~ B. **Transfer** or reassignment.
- ~~Suspension~~ C. **Suspension**, demotion, or dismissal.
- ~~An~~ D. **An** unfavorable performance evaluation.
- ~~Other~~ E. **Other** significant changes in duties or responsibility that are inconsistent with the employee's ~~salary or salary~~ or employment classification.

Adopted: date of ~~manual~~ **Manual** adoption

LEGAL REF.:

A.R.S.

[15-514](#)

[23-425](#)

[38-532](#)

[41-785](#)



**GCA ©**  
**PROFESSIONAL STAFF POSITIONS**

Professional staff positions are created only with the approval of the Board. The District will attempt to activate a sufficient number of positions to accomplish the District's goals and objectives.

Before recommending the establishment of any new position, the Superintendent will present a job description for the position that specifies the qualifications, the performance responsibilities, and the method by which the performance of such responsibilities will be evaluated. The establishment of any new position will require Governing Board approval.

The Superintendent will maintain a comprehensive and up-to-date set of job descriptions of all positions in the school system.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-501](#)

[15-502](#)

[15-503](#)

CROSS REF.:

[CCB](#) - Line and Staff Relations



**GCB ©**  
**PROFESSIONAL STAFF**  
**CONTRACTS AND COMPENSATION**

Salaries in the District will be differentiated in relationship to duties and responsibilities.

The Superintendent will provide recommendations on salaries and fringe benefits to the Board.

The Board at any time may establish, within the budgetary constraints of the District, the salaries and benefits for all employees necessary for the succeeding year.

Subject to the terms of employment contracts, the Governing Board at any time may reduce salaries or eliminate certificated teachers in the District in order to effectuate economies in the operation of the District or to improve the efficient conduct and administration of the District's schools. Notice of a general salary reduction shall be given each certificated teacher affected. These provisions do not apply to salary reductions from classroom site fund money.

Adopted: June 10, 2010

LEGAL REF.:

A.R.S.

[15-502](#)

[15-503](#)

[15-544](#)

[15-952](#)

[15-977](#)

CROSS REF.:

[GCF](#) - Professional Staff Hiring

# Compare GCBA PROFESSIONAL STAFF SALARY

first

## SCHEDULES (version 2 to 1)

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### GCBA © 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 with 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~~ an Arizona Teaching Certificate.

Initial Placement on [New Hire Salary Schedule Table](#). 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 eleven (11) years for substantiated experience, i.e., placed on the twelfth (~~12th~~12) 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 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.~~

#### 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](#).

Adopted: ~~July 8, 2010~~ date of Manual adoption

LEGAL REF.:

A.R.S.

[15-502](#)

[15-504](#)

[15-941](#)

CROSS REF.:

[GCCE](#) - Professional/Support Staff Conferences/Visitations/Workshops

[GCO-RB](#) - Evaluation of Professional Staff Members

## Compare GCBA-R (version 2 to 1)

**first** *Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.* **last**

### ~~GCBA-R~~

#### ~~REGULATION~~

#### ~~PROFESSIONAL STAFF~~

#### ~~SALARY SCHEDULES~~

##### ~~Salary Schedule Placement~~

~~Teachers with less than five (5) years of teaching experience will be placed not higher than step D6 of the salary schedule. Teachers having five (5) or more years of teaching experience will be placed not higher than Step E7.~~

~~To meet program needs of the District, newly employed teachers may be placed beyond the normal entry level of the salary schedule in recognition of their specialized certification and placement within the District.~~

##### ~~Advancement on Salary Schedule~~

~~An employee must work one (1) day more than one-half (1/2) of the year to receive a step advancement in salary if step movement is granted for that year. Salary advancements are limited to one (1) horizontal and one (1) vertical step per year. The only exception will be for individuals who obtain master's degrees in approved areas of study. In such instances, the individuals may move horizontally to the master's column on the salary schedule in addition to one (1) vertical step.~~

~~Teachers who are reemployed after being employed during the previous year on one-year endorsements pending contracts will receive salary advancements as reflected on the adopted teacher salary schedule.~~



**GCBC ©  
PROFESSIONAL STAFF  
SUPPLEMENTARY PAY PLANS  
(Extra-Duty Pay)**

The Superintendent will recommend to the Board an extra-duty pay schedule each year for its review and action.

Adopted: date of manual adoption

LEGAL REF.:  
A.R.S.  
[15-502](#)



**GCBD ©**  
**PROFESSIONAL STAFF**  
**FRINGE BENEFITS**

The Governing Board will review professional staff fringe benefits each year during the budget process and may modify the benefits to meet the best interest of the District.

Minimum standards of eligibility for fringe benefits will be determined by the Board annually.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-187](#)

[15-502](#)

CROSS REF.:

[DKB](#) - Salary Deductions

[GCBA](#) - Professional Staff Salary Schedules

Compare GCC © PROFESSIONAL / SUPPORT STAFF LEAVES

first

AND ABSENCES (version 2 to 1)

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

**GCC ©  
PROFESSIONAL / SUPPORT STAFF  
LEAVES AND ABSENCES**

**(Absent Without Leave)**

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

- ~~A.~~ A reason that conforms to a policy currently in effect but the maximum days provided for in ~~that policy will~~ that policy will be exceeded; or
- ~~A-B.~~ A reason that does not conform to any policy currently in effect; or
- ~~Failure-C.~~ 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.

Adopted: date of ~~manual~~ Manual adoption

LEGAL REF.:

A.R.S.

[15-341](#)



## **GCC-R**

REGULATION

### **PROFESSIONAL / SUPPORT STAFF LEAVES AND ABSENCES**

**(Absent Without Leave)**

#### **Professional Staff Docking Rates**

The daily docking rate for a professional staff member shall be determined by dividing the employee's annual salary by the number of days within the contract period.

# Compare GCCA PROFESSIONAL / SUPPORT STAFF SICK

first

## LEAVE (version 5 to 4)

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### GCCA © PROFESSIONAL / SUPPORT STAFF SICK LEAVE

Sick leave for District personnel is a designated amount of compensated leave that is to be granted to a staff member who, through personal or family illness, injury, or quarantine, is unable to perform the duties assigned.—~~Family~~ Family, for purposes of sick leave, shall include:—

Fiance	Domestic Partner
Spouse	Grandparents
Children	Grandchildren
Parents	Like relations created by marriage
<del>Siblings</del>	Siblings (e.g., stepchild, father-in-law, et cetera)

Sick leave may include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on nonduty days.

Eligible staff members shall be credited with a sick leave allowance to a maximum of thirteen (13) days, contingent on the number of months employed during the fiscal year four (4) of which will be allocated for personal business. Two (2) days of sick leave and two (2) days of personal business shall be credited at the time the employees receive their first paycheck. The remaining sick leave days shall be accrued through the remainder of their work calendar. The remaining two personal business days will be credited on the first pay in January. Staff members hired after the date of the first pay for the employee's position shall receive pro-rated sick and personal business leave allocations at the time of their first paycheck. Unused days allocated as personal business will roll into sick leave balances at the end of each year. The unused portion of the sick leave allowance shall accumulate without limit.

An employee who separates from employment with the District having used sick leave in excess of the prorated amount to which the employee was eligible during the period of employment shall have a deduction for the excess leave taken from their final salary payment.

Sick leave is only for the purpose of recuperative activities, e.g., obtaining medical care or treatment, childbirth, procuring medications or other prescribed materials, convalescing at home or at a medical facility, or other therapy or activity prescribed by the employee's physician or health practitioner (with verification required if requested by the Superintendent). The District may, at District expense, require the employee to submit to medical or psychiatric examination by a physician or psychiatrist selected by the District to determine 1) whether or not the continued use of sick leave is appropriate or 2) whether return to duty is appropriate. A statement may also be requested when the District has reason to believe that the employee might be harmed by a premature return to work.

Sick leave shall be provided upon the request of the employee. Such request must be reported using the District-approved leave system.

## Use of Earned Paid

### Sick Time

Earned paid sick time shall be provided to an employee by an employer for:

- A. 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;
- B. 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;
- C. Reasons related to child care, domestic violence, sexual violence, abuse or stalking, and legal services as described in A.R.S. [23-373](#).

Earned paid sick time shall be provided upon the request of an employee. Such request may be made orally, in writing, by electronic means or by any other means acceptable to the employer. When possible, the request shall include the expected duration of the absence. ~~The District reserves the right to deny the use of sick leave if the employee fails to report the need for the use of the sick leave as required by this policy.~~

When the use of earned paid sick ~~leave-time~~ is foreseeable, the employee shall make a good faith effort to provide notice of the need for such time ~~to the District~~ to the employer in advance of the use of the earned paid sick ~~leave-time~~ and shall make a reasonable effort to schedule the use of earned paid sick ~~leave-time~~ in a manner that does not unduly disrupt the operations of the ~~District~~ employer.

Any employee who can be shown to have willfully violated or misused the District's sick leave policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal.

Other types of leave may be deducted from accumulated sick leave when an employee is temporarily unable to carry out the performance of assigned duties and/or responsibilities. If the employee refuses the "Return to Work" offer, the employee will not be allowed to use sick or donated leave to make up the difference for the wages they could have earned.

An employer that requires notice of the need to use earned paid sick time where the need is not foreseeable shall provide a written policy that contains procedures for the employee to provide notice. An employer that has not provided to the employee a copy of its written policy for providing such notice shall not deny earned paid sick time to the employee based on non-compliance with such a policy.

An employer may not require, as a condition of an employee's taking earned paid sick time, that the employee search for or find a replacement worker to cover the hours during which the employee is using earned paid sick time.

Earned paid sick time may be used in the smaller of hourly increments or the smallest increment that the employer's payroll system uses to account for absences or use of other time.

For earned paid sick time of three (3) or more consecutive work days, an employer may require reasonable documentation that the earned paid sick time has been used for a purpose covered by A, B, or C, above. Documentation signed by a health care professional indicating that

earned paid sick time is necessary shall be considered reasonable documentation for purposes of this section

As defined in statute (A.R.S. [23-371](#)), "family member" means:

A. 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;

B. 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;

C. 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;

D. 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

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

Notice:

A. Employers shall give employees written notice of the following at the commencement of employment or by July 1, 2017, whichever is later: employees are entitled to earned paid sick time and the amount of earned paid sick time, the terms of its use guaranteed in statute, that retaliation against employees who request or use earned paid sick time is prohibited, that each employee has the right to file a complaint if earned paid sick time as required by statute is denied by the employer or the employee is subjected to retaliation for requesting or taking earned paid sick time, and the contact information for the commission where questions about rights and responsibilities under can be answered.

B. The required notice required shall be in English, Spanish, and any language that is deemed appropriate by the Industrial Commission of Arizona.

C. The amount of earned paid sick time available to the employee, the amount of earned paid sick time taken by the employee to date in the year and the amount of pay the employee has received as earned paid sick time shall be recorded in, or on an attachment to, the employee's regular paycheck.

D. The Industrial Commission of Arizona shall create and make available to employers, in English, Spanish, and any language deemed appropriate by the commission, model notices that contain the information for employers' use in complying with the statute.

E. Employer violation of the notice requirements shall be subject to a civil penalty as prescribed in A.R.S. [23-364](#).

Accrual:

A. Employees of an employer with fifteen (15) or more employees shall accrue a minimum of one (1) hour of earned paid sick time for every thirty (30) hours worked, but employees shall not be entitled to accrue or use more than forty (40) hours of earned paid sick time per year, unless the employer selects a higher limit.

B. Employees of an employer with fewer than fifteen (15) employees shall accrue a minimum of one hour of earned paid sick time for every thirty (30) hours worked, but employees shall not be entitled to accrue or use more than twenty-four (24) hours of earned paid sick time per year, unless the employer selects a higher limit.

C. Earned paid sick time shall begin to accrue at the commencement of employment or on July 1, 2017, whichever is later. An employer may provide all earned paid sick time that an employee is expected to accrue in a year at the beginning of the year.

D. An employee may use earned paid sick time as it is accrued, except that an employer may require an employee hired after July 1, 2017, to wait until the ninetieth (90th) calendar day after commencing employment before using accrued earned paid sick time, unless otherwise permitted by the employer.

E. Employees who are exempt from overtime requirements under the Fair Labor Standards Act of 1938 (29 United States Code section 213(A)(1)) will be assumed to work forty (40) hours in each work week for purposes of earned paid sick time accrual unless their normal work week is less than forty (40) hours, in which case earned paid sick time accrues based upon that normal work week.

F. Earned paid sick time shall be carried over to the following year, subject to the limitations on usage indicated above for employees of employers with fifteen (15) or more employees and employees of employers with fewer than fifteen (15) employees. Alternatively, in lieu of carryover of unused earned paid sick time from one (1) year to the next, an employer may pay an employee for unused earned paid sick time at the end of a year and provide the employee with an amount of earned paid sick time that meets or exceeds the requirements in statute that is available for the employee's immediate use at the beginning of the subsequent year.

G. If an employee is transferred, but remains employed by the same employer, the employee is entitled to all earned paid sick time accrued and is entitled to use all earned paid sick time as provided in this section.

H. When there is a separation from employment and the employee is rehired within nine (9) months of separation by the same employer, previously accrued earned paid time that had not been used shall be reinstated. Further, the employee shall be entitled to use accrued earned paid sick time and accrue additional earned paid sick time at the re-commencement of employment.

I. When a different employer succeeds or takes the place of an existing employer, all employees of the original employer who remain employed by the successor employer are entitled to all earned paid sick time they accrued when employed by the original employer, and are entitled to use earned paid sick time previously accrued.

Any employer with a paid leave policy, such as a paid time off policy, who makes available an amount of paid leave sufficient to meet the accrual requirements of this section that may be used for the same purposes and under the same conditions as earned paid sick time under this article is not required to provide additional paid sick time.

Nothing in statute shall be construed as requiring financial or other reimbursement to an employee from an employer upon the employee's termination, resignation, retirement or other separation from employment for accrued earned paid sick time that has not been used.

Retaliation Prohibited

It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected in statute.

An employer shall not engage in retaliation or discriminate against an employee or former employee because the person has exercised protected rights. Such rights include but are not limited to the right to request or use earned paid sick time pursuant to the statute; the right to file a complaint with the commission or courts or inform any person about any employer's alleged violation; the right to participate in an investigation, hearing or proceeding or cooperate with or assist the commission in its investigations of alleged violations and the right to inform any person of his or her potential rights.

It shall be unlawful for an employer's absence control policy to count earned paid sick time taken as an absence that may lead to or result in discipline, discharge, demotion, suspension, or any other adverse action.

Protections of this section shall apply to any person who mistakenly but in good faith alleges violations of this policy based on the supporting statutes.

#### Sick Leave Buy Back

The District may offer as a benefit of employment the ability for employees to receive compensation for accrued but unused sick leave (sick leave buy back). The Governing Board shall approve the eligibility requirements, requisite timelines for application and payment, and compensation amounts for any sick leave buy-back program.

Adopted: ~~June 29, 2017~~ date of Manual adoption

#### LEGAL REF.:

A.R.S.

[15-187](#)

[15-502](#)

[23-363](#)

[23-364](#)

[23-371](#)

[23-372](#)

[23-373](#)

[23-374](#)

[23-375](#)

#### CROSS REF.:

[GCBA](#) - Professional Staff Salary Schedules

## Compare GCCA-RA (version 8 to 7)

*first* Click on the changed parts for a detailed description. Use the left and right arrow keys to walk *last* through the modifications.

### GCCA-RA

#### REGULATION

#### PROFESSIONAL / SUPPORT STAFF SICK LEAVE

##### Short-Term Disability Leave

The District will provide to employees, short-term disability insurance. ~~An employee who goes on short-term disability must first use all accumulated sick leave. The leave is for ninety (90) calendar days from the onset of the disabling incident. The~~ payment for short-term disability shall be ~~sixty-six and two-thirds (66 2/3) of pay~~ percent of the employee's weekly earnings, not to exceed ~~one thousand one hundred fifty-five thousand~~ dollars (~~\$5\$1,000~~155) per ~~month~~week, which is paid by the designated provider. The Elimination Period is the length of time of continuous disability which must be satisfied before an employee is eligible to receive benefits. If the disability is the result of an injury that occurs while covered under the plan, the Elimination Period is 89 days. If the disability is due to sickness, the Elimination Period is 89 days. If the definition of disability is met, the employee may receive a benefit for twelve (12) weeks. Optional employee-paid coverage is available for the first ninety (90) calendar days.

##### Long-Term Disability Leave

An employee for whom a leave of absence for long-term disability is authorized will notify the Human Resources department. The employee's name will then be placed on the Governing Board meeting agenda to notify the Board of such action.

Hospitalization and major medical insurance premiums may be paid by the employee at a group insurance rate through the District. The Arizona State Retirement System (ASRS) contributes toward premium payments. The District will continue to pay the employee's life insurance premiums for nine (9) months after leave is authorized. A waiver will then be sent to the insurance company for approval of continued coverage by the insurance company. If this waiver is approved, the employee will be covered until age sixty-five (65).

If the employee returns to District service within a year, all rights of tenure, retirement, accrued leave, salary increments, and other benefits provided by law shall be preserved at the level earned when leave was taken, and the employee will be considered for any position comparable to the original position, with the understanding that when an opening occurs in the category formerly held, the employee will be given consideration for the position.

If the employee does not return to work after one (1) year, the District has no further obligation to the employee. The employee will be terminated. This action will occur when the employee's name is placed on a Governing Board meeting agenda to notify the Board of such action. ~~If the employee cannot return to District service after one (1) year, the employee may request an extension of the leave of absence from the Governing Board to a maximum of one (1) year per request.~~

## **Accrual and Use of Sick Leave**

Sick ~~leave for support staff personnel is~~ leave is posted in hours. Two (2) days equivalent are advanced at the beginning of the work calendar with the remaining hours accruing each pay period to the maximum allowed per work calendar year. There will be no limit on the amount of sick leave that an employee may accrue. Sick leave is charged to the employee's record on an hourly basis. A "dock," or pay reduction may be made when the employee's absence exceeds the amount of sick leave the employee has accrued.

## **Annual Sick Leave Buy-back Option**

Glendale Elementary School District (GESD) offers a limited annual sick leave buy-back option for employees who are returning to work in the subsequent fiscal year, have accrued paid sick leave and meet certain criteria as defined herein. To be eligible to use the annual sick leave buy-back benefit, an employee may not have been on an improvement plan or received a letter of reprimand or any other form subject to any form of written discipline during the school year in which the employee seeks to buy-back the leave.

First-year employees must have a minimum balance of forty (40) hours of accrued sick leave banked to apply for the sick leave buy-back. All other employees must have a minimum of sixty-four (64) hours banked. Absences taken during the year will be deducted from the current-year accrual to determine available balance. The employee's sick leave balance will be reduced by the amount of sick leave purchased in the buy-back.

Pay-out rates are set as follows: 0-4 years of service at \$6.25 per hour; 5-9 years of service at \$7.50 per hour; 10+ years of service at \$9.375 per hour. The following table shows the maximum hours per year from current-year accrual that may be cashed out in eight (8)-hour increments only (for example 20 hours = 16 hours paid, 4 hours carried forward):

Years of Service	Maximum Hours Bought	Maximum Pay-Out
0-1	8	\$50.00
2	16	\$100.00
3	24	\$150.00
4	32	\$200.00
5-9	40	\$300.00
10+	40	\$375.00

An application period to request buy-backs will occur annually the first full week in May. The application window will open at 5 p.m. on Monday and close at 5 p.m. on Friday. Notice and instructions will be disseminated to employees two weeks prior to the opening date via email.

Buy-back requests will be granted on a first-come, first-served basis based upon the date and time of receipt.

Pay-outs will occur in the following fiscal year with the following options: in the first full pay period depending on employee's work calendar OR the pay period prior to winter break.

## **Sick Leave Buy-Back Upon Separation of Employment**

Employees with more than five (5) years of continuous service with the District may be eligible to participate in sick leave buy back benefit with respect to accrued but unused sick leave upon their resignation or retirement from the District. Employees must complete a full year and finish their contract/work agreement term and not have been under a performance improvement plan or subject to any form of written discipline during their final year of employment to be eligible.

Employees who resign or retire from the District with at least five (5) years but less than ten (10) years of continuous service may request sick leave buy-back of up to three hundred twenty (320) hours at \$8.125 per hour.

After ten (10) years of continuous service with the District, and upon resignation or retirement, each classification of employee will be reimbursed for accumulated sick leave based on the first range of the employee's classified salary grade or \$11.25 per hour, whichever is less. There is a cap to the number of days that will be reimbursed as outlined in the table below. A contract year equals a year of employment for purposes of this policy. *Example:* The employee is required to complete ten (10) or more continuous school years first to last day to qualify or must resign/retire on the anniversary date to receive his/her ten (10) year sick leave buyback.

Years of Service	Maximum Hours Reimbursed
5-9	320
10-14	640
15-19	960
20-24	1,280
25+	1,360

A request for sick leave buy back must be presented in writing to the Human Resources Department by March 20 of the year in which the resignation is to occur. Anyone submitting a request after March 20 will be paid the following fiscal year. When extenuating circumstances preclude such notification by the above-noted timeline, the consideration will be given to applicant depending on the availability of funds. If funds are unavailable, applicant will be paid the following year. Employees must submit their written request for sick leave buy-back to the Payroll Office prior to their last day of work.

### **Leave Buy-Back or Payout for Those 55 and Over**

Employees who have reached or will reach their fifty-fifth (55th) birthday in the same year that they separate from service and will receive more than two thousand dollars (\$2,000) in a leave pay-out will receive their payment through an employer non-elective contribution into a specified 403(b) Plan or Post Retirement Incurred Medical Expenses Plan.

## Compare GCCA-RB (version 2 to 1)

*first* Click on the changed parts for a detailed description. Use the left and right arrow keys to walk *last*  
through the modifications.

### **GCCA-RB**

#### **REGULATION**

#### **PROFESSIONAL / SUPPORT STAFF SICK LEAVE**

#### **(Earned Paid Sick Time [EPST])**

##### **Earned Paid Sick Time**

The District will properly account for and provide employees earned paid sick time (EPST) in accordance with the Fair Wages and Healthy Families Act.

##### **EPST Accrual**

All full-time and part-time employees will begin to accrue EPST on July 1, 2017, or the commencement of employment. A person who performs work as an independent contractor or as a volunteer will not accrue EPST.

Employees will accrue EPST at the rate of one hour for thirty (30) hours worked, with a maximum accrual and use limit of forty (40) hours per fiscal year, beginning July 1 and ending June 30. Certificated and classified employees who are exempt from the Fair Labor Standards Act (FLSA) overtime rules and work full-time will be assumed to work forty (40) hours in each workweek for purposes of EPST accrual. Such employees who work part-time will accrue EPST proportionately.

An employee will not accrue or use more than forty (40) hours of EPST in one fiscal year.

If an employee also earns sick leave pursuant to District Policy GCCA, the first forty (40) hours of sick leave earned by the employee will be credited as the employee's EPST for the fiscal year and may be used by the employee as permitted by this Regulation GCCA-RB.

##### **EPST Carryover**

Accrued EPST not used by the end of the fiscal year will carry over to the next fiscal year and may be used by the employee as permitted by GCCA-RB. Accrued sick leave, including the first forty (40) hours of sick leave credited as the employee's EPST for the fiscal year, that is not used by the end of the fiscal year will carry over to the next fiscal year and may be used by the employee as permitted by GCCA, except that the District shall not pay out EPST as a part of the annual sick leave buy back.

##### **EPST Uses**

An employee may use EPST only for:

- A. The employee's preventive medical care; medical diagnosis, care, or treatment for mental or physical illness; or convalescence from mental or physical illness, injury, or health condition.
- B. Care of a family member who needs preventive medical care; medical diagnosis, care, or treatment for mental or physical illness; or convalescence from mental or physical illness, injury, or health condition.
- C. Care of the employee's child if the child's school or place of care has been closed by order of a public official due to a public health emergency.
- D. Care of a family member during a confinement directed by health authorities or a health care provider because of exposure to a communicable disease.
- E. The following victim assistance services, due to domestic violence, sexual violence, abuse or stalking, for the employee or a family member:
  - 1. Medical attention needed to recover from physical or psychological injury or disability;
  - 2. Services from a domestic violence or sexual violence program or victim services organization;
  - 3. Psychological or other counseling;
  - 4. Relocation or taking steps to secure an existing home; or
  - 5. Legal services, including preparing for or participating in a civil or criminal legal proceeding.

As used in this regulation, "family member" means:

- A. Regardless of age, a biological, adopted or foster child, a 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;
- B. 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;
- C. 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;
- D. 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
- E. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

## **EPST Use Procedures**

Employees and the District will comply with the following procedures regarding employees' use of EPST:

A. The employee will request EPST through the absence management reporting system at least two (2) hours prior to employee's start time. Supervisor notification by telephone message, e-mail message, or text message is required if the employee is not able to request EPST through the absence management system.

B. The employee will request EPST at the earliest opportunity. A request for EPST will include the expected duration of the absence, if known. Unless EPST for a planned absence has been scheduled with the employee's immediate supervisor, the employee will make a good faith effort to give notice of an absence no later than two (2) hours before the start of his or her regular workday and report by 3:00 p.m. on the day of the absence whether he or she will return to work the next day.

C. When use of EPST is foreseeable, the employee will make a reasonable effort to schedule EPST in a manner that does not unduly disrupt the operations of the District.

D. The District will not require an employee to disclose details of the employee's or family member's health information or details of the basis for the employee's or family member's need for victim assistance services as a condition for use of EPST. However, the District may require the employee to provide a health care provider's note, in writing or electronic form, or other reasonable documentation that the EPST was used for a valid purpose when used for three (3) or more consecutive workdays.

E. The employee may use EPST in the same increments used by the District's payroll system to account for the employee's absences or use of other time.

### **Special EPST Use Rules for Substitutes**

Excluding special exceptions, substitutes must adhere to the following procedures:

A. An assignment is accepted more than twenty-four (24) hours in advance in the District absence reporting system.

B. All District processes for calling in sick are followed by the substitute:

1. Cancelled assignment in District absence reporting system at least two (2) hours before scheduled start time.

2. Absence is entered into District absence reporting system at least two (2) hours before scheduled start time.

### ***EPST Reinstatement and Reimbursement:***

A. If a separated employee is rehired by the District within nine (9) months after separation, any unused EPST will be reinstated.

B. The District will not reimburse an employee for unused EPST during or upon termination of employment. Unused sick leave credited as the employee's EPST for a fiscal year will be eligible for reimbursement according to Regulation GCCA-RA.

### **No Retaliation**

The District and its employees will not retaliate or discriminate against a current or former employee because the person exercised his or her right to use EPST.

### ***Notices:***

A. The District's pay stubs will provide employees with a record of their current amount of accrued EPST, the amount of EPST used to date, and the amount of pay received as EPST.

B. On or before July 1, 2017, or the commencement of employment, whichever is later, the District will provide employees appropriate written notice stating:

1. Employees are entitled to EPST;
2. The amount of EPST that employees will accrue;
3. The terms of use of EPST under Arizona law;
4. Retaliation against employees who request or use EPST is prohibited;
5. Each employee has the right to file a complaint if EPST is denied or the employee is subjected to retaliation for requesting or taking EPST; and
6. The contact information for the Arizona Industrial Commission (AIC).

C. The AIC's EPST rights poster will be placed in a conspicuous location in each school and facility.



## **GCCA-RC**

### **REGULATION**

#### **PROFESSIONAL / SUPPORT STAFF SICK LEAVE**

#### **OPTION FOR ACCRUED LEAVE CONVERSION TO 403(b) PLAN OR POST RETIREMENT INCURRED MEDICAL EXPENSE PLAN UPON RETIREMENT OR SEPARATION FROM DISTRICT**

#### **Purpose**

The Glendale Elementary School District (hereinafter, "District") hereby establishes the Glendale Elementary School District Accrued Leave Conversion Plan (the "Plan"). The purpose of the Plan is to enable the District to provide eligible retiring employees the value of their accrued leave ("Accrued Leave") to the District's supplemental retirement benefit plan named The PRIME Choice Plan either through the District's 403(b) plan (the 403(b) "Plan") or the District's Post Retirement Incurred Medical Expense Plan and Trust (the "Prime Plan"). By adopting the Plan, the District intends to provide flexibility in converting the Accrued Leave to a dollar value. The term "retiring employee" as used in this Plan document means a District employee who separates from service either through retirement or termination of employment.

#### **General Application**

The District will apply a formula, set forth below, to convert an eligible retiring employee's Accrued Leave into a dollar value ("Benefits"). Benefits will be paid to each eligible retiring employee through either the 403(b) Plan or the Prime Plan.

The District intends that Benefits not be subject to FICA taxes and be tax deferred for both Federal and State income tax until the eligible retiring employee withdraws them from either the 403(b) Plan or the Prime Plan, whichever is applicable. However, the District makes no warranties or representations regarding the tax treatment of any contribution made to or amount received under the Plan. Eligible retiring employees should consult their own tax advisor to determine the best course of action.

#### **Eligibility**

The retiring employee must be eligible for a payout of Accrued Leave as a benefit of employment under Governing Board Policy GCCA and the accompanying regulations. If eligible, the conversion of a retiring employee's Accrued Leave is automatic and mandatory on the date of his or her separation from service, if, at the time of his or her separation from service, the retiring employee's Accrued Leave is at least two thousand dollars (\$2,000) and the retiring employee has attained, or will attain within the calendar year of separation from service, age fifty-five (55).

#### **Calculation of Benefit**

The District will determine a retiring employee's Benefits according to the District's formula for converting Accrued Leave to a dollar value contained in Governing Board Policy GCCA-RA within the employee's job classification.

***Payment of Benefits:***

A. Election of Form of Benefit. Within sixty (60) days of receiving written notice of an eligible retiring employee's separation from service, the District will elect the form in which the retiring employee will receive his or her benefits. Benefits can only be paid to the eligible retiring employee in one (1) of the forms set forth in paragraph 2 below. In making the election, the District will consider several established factors including the retiring employee's access to other health insurance coverage, the value of the retiring employee's Accrued Leave and the ability of the retiring employee to demonstrate the need for coverage. The District will notify the retiring employee (within the sixty [60]-day time period identified above) of the District's election.

B. Form of Payment. Each retiring employee who is eligible to receive Benefits will be paid in one of the following forms (subject to the election made in paragraph 1 above):

1. A contribution to the Prime Plan to pay for the retiring employee's health insurance premiums and un-reimbursed medical expenses specified under Internal Revenue Code Section 213. This benefit will continue until fully exhausted by the retiree or his or her qualified dependent beneficiaries under the terms of the Prime Plan.

2. A contribution to the 403(b) Plan which will be paid to the retiring employee according to the terms of the 403(b) Plan. The terms and regulations of the District's approved 403(b) Plan will govern the employee's access to his or her account.

**Miscellaneous**

All terms expressed herein will be deemed to include both genders and all references to the plural will be deemed to include the singular and vice versa, as proper construction will dictate.

The Plan does not enlarge or diminish the employment rights of any employee nor does it confer any right upon any employee to be retained in the service of the District.

The Plan will be construed and enforced according to the laws of the State of Arizona.

This regulation contains all of the operative provisions of this Plan. Any conflict between the provisions of this document and any other document purporting to explain the rights, benefits, or obligations of the parties hereunder will be resolved in favor of this policy. In the event that one (1) or more of the provisions of the policy will be interpreted as if the offending language had been stricken from its provisions and the remainder of the policy document will continue in full force and effect.



**GCCB**  
**PROFESSIONAL / SUPPORT STAFF**  
**PERSONAL / EMERGENCY /**  
**RELIGIOUS LEAVE**

All employees with positions that are one-half full-time equivalent (0.5 FTE) or greater will be granted personal leave not to exceed four (4) days per year, deducted from annual allocation of sick leave. No more than ten percent (10%) of the staff or other groupings of employees may take personal leave at any one time. Requests for personal leave must be received at least four (4) working days prior to the first day of leave, and must be approved by the principal/supervisor. Extenuating circumstances may be considered on a case-by-case basis.

Requests shall be acted upon in order of receipt, and the availability of substitutes, if necessary, may limit the number of requests granted at any one (1) time.

Personal leave will not be granted to extend a holiday or other school break.

Adopted: June 29, 2017

LEGAL REF.:

A.R.S.

[15-510](#)



## GCCB-R

### REGULATION

#### **PROFESSIONAL / SUPPORT STAFF PERSONAL / EMERGENCY / RELIGIOUS LEAVE**

Personal leave is intended for:

- Personal business.
- Religious obligations.
- Civic-related leave (subpoena).

#### **Personal Business Leave**

More than two (2) days of accrued leave being used for personal business in continuous succession may be denied by the administration if the educational program would be adversely affected by the request.

When an employee exceeds the allotted number of days for personal business leave, the employee will be docked at the daily rate of pay.

In special circumstances, the Superintendent may approve more than three (3) days of personal business leave for certificated staff or more than four (4) days for support staff, but the reasons for the leave must be given, and the request may be denied.

#### **Religious Leave**

This category of leave may be used for absenteeism days of religious obligation and will be charged to accrued leave.

#### **Civic-Related Leave**

An employee may be granted leave without loss of salary if subpoenaed to participate in a court-required legal responsibility.

#### **Voting Leave**

In accordance with A.R.S. [16-402](#), an employee may be granted leave without loss of salary to vote in a primary or general election if there are less than three (3) consecutive hours between the opening of the polls and the beginning of the work shift or between the end of the work shift and the closing of the polls. An employee needing to use voting leave must make a written request at least one (1) day prior to the election. The supervisor shall specify the hours during which the employee may be absent.

# Compare GCCC PROFESSIONAL / SUPPORT STAFF LEAVES OF ABSENCE WITHOUT PAY (version 4 to 1)

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## GCCC © 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, a leave of absence, without pay, may be granted a member of the certificated or support staff for not longer than one (1) year.

Leave of absence may be requested for, but not limited to, the following purposes:

- ~~For A.~~ **For** additional education that relates to the employee's primary assignment. A plan of contemplated ~~course work~~ **course work** must be presented.
- ~~To B.~~ **To** provide for an unpaid leave in a situation where the employee will be absent from work because of ( 1) ~~a reason~~ **a reason** that conforms to a policy currently in effect but the maximum number of days provided for in ~~that policy will~~ **that policy will** be exceeded, or ( 2) failure to report to work without prior notification to the Superintendent.
- ~~For C.~~ **For** a leave of absence that benefits or is in the best interest of the District, as determined by the Board ~~upon review~~ **upon review** of the application.
- ~~For D.~~ **For** leave under the Family and Medical Leave Act.

A leave of absence requested pursuant to this policy may be:

- ~~Approved A.~~ **Approved** by the Superintendent if the leave period does not exceed twelve (12) weeks; or
- ~~Recommended B.~~ **Recommended** by the Superintendent and approved by the Governing Board if the leave period ~~exceeds twelve~~ **exceeds twelve** (12) weeks.

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

Each request for such 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. All accrued

sick, vacation, personal, and other paid leave shall be applied to the leave period unless otherwise agreed to by the District or prohibited by the Family and Medical Leave Act.

## Family and Medical

### Leave Act (FMLA)

The District shall fully comply with the Family and Medical Leave Act and all interim and final 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 without pay, for any one (1) or more of the following reasons:

- ~~Because~~-A. **Because** of the birth of a child of the employee and in order to care for such child.
- ~~Because~~-B. **Because** of the placement of a child with the employee for adoption or foster care.
- ~~In~~-C. **In** order to care for the spouse or a son, daughter, or parent of the employee, if such person has a ~~serious health~~-**serious health** condition.
- ~~Because~~-D. **Because** of a serious health condition that makes the employee unable to perform the functions of the ~~position of~~-**position of** such employee.
- ~~Because~~-E. **Because** of any qualifying exigency (as the Secretary shall, by regulation, determine) arising out of the ~~fact that~~-**fact that** the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of ~~an impending~~-**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 the FMLA leave is to commence.

*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 servicemember shall be entitled to a total of twenty-six (26) workweeks of leave during a twelve (12)-month period to care for the servicemember. The leave described to care for a covered servicemember 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 servicemember 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.

The District shall not require an employee to substitute accrued sick leave for FMLA leave used by reason of a birth, adoption, or foster placement. An employee shall substitute accrued vacation or personal leave for FMLA leave used by reason of a birth, adoption, or foster placement, to the extent available by policy, unless otherwise agreed to by the District. In any other circumstance, an employee's accrued sick, vacation, personal, or other applicable leave shall be substituted for FMLA leave, to the extent available by policy, unless otherwise agreed to by the District.

**Notice.** An employee must provide at least thirty (30) days notice before the 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 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 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 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 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.

In the case of continuation, recurrence, or onset of a serious health condition to the employee, covered family of the employee (including a servicemember 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~~ **A.** If medically necessary to care for a family member or for the employee's own serious health condition;
- ~~Because~~ **B.** Because of any qualifying exigency the spouse, or a son, daughter, or parent, of the employee is on ~~active-duty~~ **active duty**, or notified of an impending call or order to active duty in support of a contingency operation; or

- ~~If C.~~ 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 IRT 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 A.~~ Requested to care for a qualifying family member or as a result of the employee's serious health ~~condition preventing~~ condition preventing job performance;
- ~~Foreseeable B.~~ Foreseeable, based upon planned medical treatment; and
- ~~For C.~~ 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 A.~~ Leave begins more than five (5) weeks before the end of the semester, leave is for at least three (3) weeks, ~~and~~ and return to employment would occur during the last three (3) weeks of the semester.
- ~~Leave B.~~ Leave other than for the employee's serious health condition begins within the last five (5) weeks of ~~the semester~~ the semester, leave is for greater than two (2) weeks duration, and return to employment would occur ~~during the~~ during the last two (2) weeks of the semester.
- ~~Leave C.~~ Leave other than for the employee's serious health condition begins within the last three (3) weeks of ~~the semester~~ the semester and leave exceeds five (5) working days.

**Employee notification.** With each request for FMLA leave, the employee shall be notified:

- ~~About A.~~ About FMLA by provision of the FMLA fact sheet (Exhibit EE).
- ~~As B.~~ As appropriate concerning the expectations, obligations, and consequences of taking FMLA leave ~~per 29~~ per 29 C.F.R. 825.301-300(a) of FMLA.
- ~~That C.~~ That FMLA leave may be withheld until a requested notice is provided or the time frame is met.
- ~~That D.~~ That if leave is granted to an employee who is unable to perform the work required, restoration may be ~~denied until~~ 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 the 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.

Adopted: ~~July 26, 2011~~ date of Manual adoption

LEGAL REF.:

A.R.S.

[15-510](#)

Family and Medical Leave Act of 1993  
29 C.F.R. Part 825

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through the modifications.

### ~~GCCC-EA ©~~

#### EXHIBIT

#### ~~PROFESSIONAL / SUPPORT STAFF~~

#### ~~LEAVES OF ABSENCE WITHOUT PAY~~

#### ~~CERTIFICATION OF HEALTH CARE PROVIDER~~

#### ~~(Family and Medical Leave Act of 1993)~~

~~When completed, this form goes to the employee.~~

1. Employee's Name \_\_\_\_\_

2. Patient's Name (If different from employee) \_\_\_\_\_

3. A definition of "**serious health condition**" under the Family and Medical Leave Act is provided near the end of this form. Does the patient's condition<sup>1</sup> qualify under any of the categories described? If so, please check the applicable category.

(1) \_\_\_ (2) \_\_\_ (3) \_\_\_ (4) \_\_\_ (5) \_\_\_ (6) \_\_\_, or None of the above \_\_\_

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4. Describe the **medical facts** which support the patient's certification, including a brief statement as to how the medical facts meet the criteria of the category checked above:

5. a. State the approximate **date** the condition commenced, and the probable

\_\_\_\_\_ duration of the condition (and also the probable duration of the patient's

\_\_\_\_\_ present **incapacity**<sup>2</sup> if different):

-

\_\_\_\_\_ b. Will it be necessary for the employee to take work only **intermittently or**

\_\_\_\_\_ **to work on a less than full schedule** as a result of the condition

\_\_\_\_\_ (including for treatment described in Item 6 below)?

-

— If yes, give the probable duration:

-

— e. If the condition is a **chronic condition** (condition 4) or **pregnancy**, state  
— whether the patient is presently incapacitated<sup>2</sup> and the likely duration and  
— frequency of **episodes of incapacity**<sup>2</sup>:

-

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— <sup>1</sup>— Here and elsewhere on this form, the information sought relates **only** to  
— the condition for which the employee is taking FMLA leave.

— <sup>2</sup>— "Incapacity," for purposes of FMLA, is defined to mean inability to work,  
— attend school or perform other regular daily activities due to the serious  
— health condition, treatment therefore, or recovery therefrom.

6. a. If additional **treatments** will be required for the condition, provide an  
— estimate of the probable number of such treatments.

-

— If the patient will be absent from work or other daily activities because of  
— **treatment** on an **intermittent** or **part-time** basis, also provide an  
— estimate of the probable number of and interval between such treatments,  
— actual or estimated dates of treatment if known, and period required  
— for recovery if any:

-

— b. If any of these treatments will be provided by **another provider of health**  
— **services** (e.g., physical therapist), please state the nature of the  
— treatments:

-

— c. **If a regimen of continuing treatment** by the patient is required under  
— your supervision, provide a general description of such regimen

\_\_\_\_ (e.g., prescription drugs, physical therapy requiring special equipment):

---

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7. a. If medical leave is required for the employee's **absence from work**

\_\_\_\_ because of the **employee's own condition** (including absences due

\_\_\_\_ to pregnancy or a chronic condition), is the employee **unable to perform**

\_\_\_\_ **work** of any kind?

-

\_\_\_\_ b. If able to perform some work, is the employee **unable to perform any**

\_\_\_\_ **one (1) or one (1) or more of the essential functions of the**

\_\_\_\_ **employee's job** (the employee or the employer should supply you with

\_\_\_\_ information about the essential job functions)? If yes, please list the

\_\_\_\_ essential functions the employee is unable to perform:

-

\_\_\_\_ c. If neither a. nor b. above applies, is it necessary for the employee to be

\_\_\_\_ **absent from work for treatment?**

---

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8. a. If leave is required to **care for a family member** of the employee with a

\_\_\_\_ serious health condition, **does the patient require assistance** for basic

\_\_\_\_ medical or personal needs or safety, or for transportation?

\_\_\_\_ b. If no, would the employee's presence to provide **psychological comfort**

\_\_\_\_ be beneficial to the patient or assist in the patient's recovery?

\_\_\_\_ c. If the patient will need care only **intermittently** or on a part-time basis,

\_\_\_\_ please indicate the probable **duration** of this need:

-

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Signature of Health Care Provider \_\_\_\_\_ Type of Practice \_\_\_\_\_

Address \_\_\_\_\_ Telephone Number \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

**To be completed by the employee needing family leave to care for a family member:**

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

\_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**Definitions**

A "**Serious Health Condition**" means an illness, injury, impairment, or physical or mental condition that involves one (1) of the following:

1. Hospital Care

**Inpatient care** (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity<sup>2</sup> or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

(a) A period of incapacity<sup>2</sup> of **more than three (3) consecutive calendar days** (including any subsequent

treatment or period of incapacity<sup>2</sup> relating to the same condition), that also involves:

(1) **Treatment<sup>3</sup> two (2) or more times** by a health care provider, by a

nurse or physician's assistant under direct supervision of a health-

care provider, or by a provider of health care services (e.g., physical

therapist) under orders of, or on referral by, a health care provider; or

(2) **Treatment** by a health care provider on **at least one (1) occasion**

which results in a **regimen of continuing treatment<sup>4</sup>** under the

supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to **pregnancy**, or for **prenatal care**.

4. Chronic Conditions Requiring Treatments

~~—A chronic condition which:~~

- ~~(1) Requires **periodic visits** for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;~~
- ~~(2) Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and~~
- ~~(3) May cause **episodic** rather than a continuing period of incapacity<sup>2</sup> (e.g., asthma, diabetes, epilepsy, etc.).~~

#### ~~5. Permanent/Long-term Conditions Requiring Supervision~~

~~A period of **Incapacity**<sup>2</sup> which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.~~

#### ~~6. Multiple Treatments (Non-Chronic Conditions)~~

~~Any period of absence to receive **multiple treatments** (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that **would likely result in a period of Incapacity<sup>2</sup> of more than three (3) consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).~~

~~This optional form may be used by employees to satisfy a mandatory requirement to furnish a medical certification (when requested) from a health care provider, including second or third opinions and recertification (29 C.F.R. 825.306).~~

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~~<sup>2</sup>Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.~~

~~<sup>4</sup>A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.~~



~~\_\_\_\_\_ parent, for which you are needed to provide care; or~~  
~~\_\_\_\_\_ A 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.~~

You notified us that you need this leave beginning on \_\_\_\_\_  
\_\_\_\_\_  
(Date)

and that you expect leave to continue until on or about \_\_\_\_\_  
\_\_\_\_\_  
(Date)

~~Except as explained below, you have a right under the FMLA for up to twelve (12) weeks of unpaid leave in a twelve (12) month period for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or 2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.~~

This is to inform you that: *(check appropriate boxes: explain where indicated)*

1. \_\_\_\_\_ You \_\_\_\_\_ are \_\_\_\_\_ eligible  
\_\_\_\_\_ not eligible for leave under the FMLA:

2. \_\_\_\_\_ The requested leave \_\_\_\_\_ will  
\_\_\_\_\_ will not be counted against your annual  
\_\_\_\_\_ FMLA leave entitlement.

3. You \_\_\_\_\_ will \_\_\_\_\_ will  
not be required to furnish medical certification of a  
\_\_\_\_\_ serious health condition. If required, you must furnish certification by  
\_\_\_\_\_ (insert date; must be at least fifteen [15] days after you  
\_\_\_\_\_ are notified of this requirement), or we may delay the commencement of your  
\_\_\_\_\_ leave until the certification is submitted.

4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We

~~\_\_\_\_\_ will \_\_\_\_\_ will not~~  
not require that you substitute accrued paid leave for

~~\_\_\_\_\_~~  
unpaid FMLA leave. If paid leave will be used, the following conditions will

~~\_\_\_\_\_~~  
apply: (Explain)

5. (a) If you normally pay a portion of the premiums for your health insurance,

~~\_\_\_\_\_~~  
these payments will continue during the period of FMLA leave.

~~\_\_\_\_\_~~  
Arrangements for payment have been discussed with you, and it is

~~\_\_\_\_\_~~  
agreed that you will make premium payments as follows: (Set forth dates,

~~\_\_\_\_\_~~  
e.g., the tenth [10th] of each month, or pay periods, etc., that specifically

~~\_\_\_\_\_~~  
cover the agreement with the employee.)

~~\_\_\_\_\_~~  
(b) You have a minimum thirty (30)-day (or, indicate longer period, if

~~\_\_\_\_\_~~  
applicable) grace period in which to make premium payments. If payment

~~\_\_\_\_\_~~  
is not made timely, your group health insurance may be cancelled,

~~\_\_\_\_\_~~  
provided we notify you in writing at least fifteen (15) days before the date

~~\_\_\_\_\_~~  
that your health coverage will lapse, or, at our option, we may pay your

~~\_\_\_\_\_~~  
share of the the premiums during FMLA leave, and recover these pay-

~~\_\_\_\_\_ We \_\_\_\_\_ will \_\_\_\_\_ will not pay~~  
ments from you upon your return to work. We \_\_\_\_\_ will \_\_\_\_\_ will not pay

~~\_\_\_\_\_~~  
your share of health insurance premiums while you are on leave.

~~\_\_\_\_\_~~  
(c) We ~~o~~ will ~~o~~ will not do the same with other benefits (e.g., life insurance,

~~\_\_\_\_\_~~  
life insurance, disability insurance, etc.) while you are on FMLA leave. If

~~\_\_\_\_\_~~  
we do pay your premiums for other benefits, when you return from leave

~~\_\_\_\_\_ you \_\_\_\_\_ will \_\_\_\_\_ will not be expected to reimburse us for the payments~~  
you \_\_\_\_\_ will \_\_\_\_\_ will not be expected to reimburse us for the payments

~~\_\_\_\_\_~~  
made on your behalf.

6. You ~~\_\_\_\_\_ will \_\_\_\_\_ will~~  
not be required to present a fitness-for duty certificate

~~\_\_\_\_\_~~  
prior to being restored to employment. If such certification is required but not

~~\_\_\_\_\_~~  
received, your return to work may be delayed until certification is provided.

~~7. (a) You  are  are not a "key employee" as described in § 825.217 of the~~

~~\_\_\_\_\_ FMLA regulations. If you are a "key employee:" restoration to employ-  
\_\_\_\_\_ ment may be denied following FMLA leave on the grounds that such  
\_\_\_\_\_ restoration will cause substantial and grievous economic injury to the  
\_\_\_\_\_ District as discussed in § 825.218.~~

~~(b) We o have o have not determined that restoring you to employment at  
\_\_\_\_\_ the conclusion of FMLA leave will cause substantial and grievous  
\_\_\_\_\_ economic harm to us. ([a] and/or [b] may be explained if requested. See  
\_\_\_\_\_ §825.219 of the FMLA regulations.)~~

~~8. While on leave, you o will o will not be required to furnish us with periodic  
\_\_\_\_\_ reports every \_\_\_\_\_ (indicate interval of periodic  
\_\_\_\_\_ reports, as appropriate for the particular leave situation) of your status and  
\_\_\_\_\_ intent to return to work (see § 825.309 of the FMLA regulations). If the  
\_\_\_\_\_ circumstances of your leave change and you are able to return to work~~

~~\_\_\_\_\_ earlier than the date indicated on the reverse side of this form, you  
 will~~

~~\_\_\_\_\_  will not be required to notify us at least two (2) work  
days prior to the date  
\_\_\_\_\_ you intend to report to work.~~

~~9. You  will  will  
not be required to furnish recertification relating to a  
\_\_\_\_\_ serious health condition. (Explain below, if necessary, including the interval  
\_\_\_\_\_ between certifications as prescribed in §825.308 of the FMLA regulations.)~~

~~This optional use form may be used to satisfy mandatory employer requirements to provide  
employees taking FMLA leave with written notice detailing specific expectations and obligations  
of the employee and explaining any consequences of a failure to meet these obligations. (29  
C.F.R. 825.300(b).)~~

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#### ~~EXHIBIT~~

#### ~~PROFESSIONAL / SUPPORT STAFF~~

#### ~~LEAVES OF ABSENCE WITHOUT PAY~~

#### ~~YOUR RIGHTS UNDER THE FAMILY AND~~

#### ~~MEDICAL LEAVE ACT OF 1993~~

~~The Family and Medical Leave Act of 1993 (FMLA) requires covered employers 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 their employer for at least one (1) year, and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months, and if there are at least fifty (50) employees within seventy-five (75) miles. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.~~

#### ~~**Reasons for Taking Leave**~~

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

- ~~• To care for the employee's child after birth, or placement for adoption or foster care;~~
- ~~• To care for the employee's spouse, son or daughter, or parent who has 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. Taking of leave may be denied if requirements are not met.~~

- ~~• 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, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.~~

### ***Job Benefits and Protection:***

- ~~For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."~~
- ~~Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.~~
- ~~The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.~~

### ***Unlawful Acts by Employers***

FMLA makes it unlawful for any employer to:

- ~~interfere with, restrain, or deny the exercise of any right provided under FMLA.~~
- ~~discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.~~

### ***Enforcement:***

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

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

### ***For Additional Information***

~~If you have access to the Internet visit the FMLA website: <http://www.dol.gov/esa/whd/fmla>. To locate your nearest Wage Hour Office, telephone the Wage Hour toll-free information and help line at 1-866-4USWAGE (1-866-487-9243); a customer service representative is available to assist you with referral information from 8am to 5pm in your time zone; or log onto the following at <http://www.wagehour.dol.gov>.~~

***A Spanish translation of this form may be downloaded***

***<http://www.dol.gov/whd/fmla/index.htm>***

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EXHIBIT

### PROFESSIONAL / SUPPORT STAFF

### LEAVES OF ABSENCE WITHOUT PAY

### MILITARY FAMILY LEAVE

~~On January 28, 2008, President Bush signed into law the~~ The National Defense Authorization Act for FY 2008 (NDAA), Public Law 110-181, Section 585(a) ~~of the NDAA~~, amended the Family and Medical Leave Act of 1993 (FMLA) to provide eligible employees working for covered employers two (2) important new leave rights related to military service:

(1) New Qualifying Reason for Leave. Eligible employees are entitled to up to twelve (12) weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining "any qualifying exigency." In the interim, employers are encouraged to provide this type of leave to qualifying employees.

(2) New Leave Entitlement. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of leave in a single twelve (12)-month period to care for the servicemember. This provision became effective immediately upon enactment. This military caregiver leave is available during "a single twelve (12)-month period" during which an eligible employee is entitled to a combined total of twenty-six (26) weeks of all types of FMLA leave.

Additional information on the amendments and a version of Title I of the FMLA with the new statutory language incorporated are available on the FMLA amendments Web site at [http://www.dol.gov/esa/whd/fmla/NDAA\\_fmla.htm](http://www.dol.gov/esa/whd/fmla/NDAA_fmla.htm).

**A Spanish translation of this form may be downloaded**

**at <http://www.dol.gov/whd/fmla/index.htm>**

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GCCC-~~EE~~-EB ©

EXHIBIT

### PROFESSIONAL / SUPPORT STAFF

### LEAVES OF ABSENCE WITHOUT PAY

#### FACT SHEET NO. 28: THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

The FMLA became effective on August 5, 1993 for most employers and entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave in a twelve (12)-month period for specified family and medical reasons. Amendments to the FMLA by the National Defense Authorization Act for FY 2008 (NDAA). Public Law 110-181, expanded the FMLA to allow eligible employees to take up to twelve (12) weeks of job-protected leave in the applicable twelve (12)-month period for any "qualifying exigency" arising out of the fact that a covered military member is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. The NDAA also amended the FMLA to allow eligible employees to take up to twenty-six (26) weeks of job-protected leave in a "single twelve (12)-month period" to care for a covered servicemember with a serious injury or illness.

#### Employer Coverage

FMLA applies to all public agencies, including state, local and federal employers, local education agencies (schools), and private-sector employers who employed fifty (50) or more employees in twenty (20) or more workweeks in the current or preceding calendar year, including joint employers and successors of covered employers.

#### Employee Eligibility

To be eligible for FMLA benefits, an employee must:

- ~~work~~-A. **work** for a covered employer;
- ~~have~~-B. **have** worked for the employer for a total of twelve (12) months;
- ~~have~~-C. **have** worked at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) months; and

~~work-D.~~ **work** at a location in the United States or in any territory or possession of the United States where at least ~~fifty-fifty~~ (50) employees are employed by the employer within seventy-five (75) miles.

While the twelve (12) months of employment need not be consecutive, employment periods prior to a break in service of seven (7) years or more need not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the employer's intention to rehire the employee after the break in service. See, special ~~rules-rules~~ for returning reservists under USERRA.

## Leave Entitlement

A covered employer must grant an eligible employee up to a total of twelve (12) workweeks of unpaid leave during any twelve (12)-month period for one (1) or more of the following reasons:

- ~~For-A.~~ **For** the birth and care of a newborn child of the employee;
- ~~For-B.~~ **For** placement with the employee of a son or daughter for adoption or foster care;
- ~~To-C.~~ **To** care for a spouse, son, daughter, or parent with a serious health condition;
- ~~To-D.~~ **To** take medical leave when the employee is unable to work because of a serious health condition; or
- ~~For-E.~~ **For** qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is ~~on-active-on~~ **active** duty or call to active duty status as a member of the National Guard or Reserves in support of ~~a-contingency-a~~ **contingency** operation.

A covered employer also must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of twenty-six (26) workweeks of unpaid leave during a "single twelve (12)-month period" to care for the servicemember.

Spouses employed by the same employer are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of twelve (12) weeks (or twenty-six [26] weeks if leave to care for a covered servicemember with a serious injury or illness is also used). Leave for birth and care, or placement for adoption or foster care, must conclude within twelve (12) months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently - taking leave in separate blocks of time for a single qualifying reason - or on a reduced leave schedule - reducing the employee's usual weekly or daily work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation. If FMLA leave is for birth and care, or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.

Under certain conditions, employees or employers may choose to "substitute" (run concurrently) accrued paid leave (such as sick or vacation leave) to cover some or all of the

FMLA leave. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- ~~Inpatient~~ **A. Inpatient** care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, ~~including any period including any period~~ of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) ~~or subsequent~~ **or subsequent** treatment in connection with such inpatient care; or
- ~~Continuing~~ **B. Continuing** treatment by a health care provider, which includes:
  - ~~A-1. A~~ **A-1. A** period of incapacity lasting more than three (3) consecutive, full calendar days, and any ~~subsequent treatment~~ **subsequent treatment** or period of incapacity relating to the same condition, that also includes:
    - ⇒ ~~treatment a. treatment~~ **treatment** two (2) or more times by or under the supervision of a health care provider (i.e., ~~in in-person visits, the first within seven ([7-])~~ in-person visits, the first within seven (7) days and both within thirty ([30-]) days of the ~~first day~~ **first day** of incapacity); or
    - ⇒ ~~one b. one~~ **one** (1) treatment by a health care provider (i.e., an in-person visit within seven ([7-]) days of ~~the first the first~~ the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, ~~physical~~ **physical** therapy); or
  - ~~Any 2. Any~~ **Any 2. Any** period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider ~~is not~~ **is not** necessary for each absence; or
  - ~~Any 3. Any~~ **Any 3. Any** period of incapacity or treatment for a chronic serious health condition which continues over ~~an extended an extended~~ an extended period of time, requires periodic visits (at least twice a year) to a health care provider, ~~and may and may~~ involve occasional episodes of incapacity. A visit to a health care provider is not necessary ~~for each for each~~ for each absence; or
  - ~~A 4. A~~ **A 4. A** period of incapacity that is permanent or long-term due to a condition for which treatment may not ~~be effective~~ **be effective**. Only supervision by a health care provider is required, rather than active treatment; or
  - ~~Any 5. Any~~ **Any 5. Any** absences to receive multiple treatments for restorative surgery or for a condition that would ~~likely result~~ **likely result** in a period of incapacity of more than three (3) days if not treated.

## Maintenance of Health Benefits

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

## Job Restoration

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked, products sold, or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave.

An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed.

## Notice and Certification

### Employee Notice

Employees seeking to use FMLA leave are required to provide thirty (30)-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable - generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.

Employees must provide sufficient information for an employer reasonably to determine whether the FMLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to perform the functions of the job, and/or that the employee or employee's qualifying family member is under the continuing care of a health care provider.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. When an employee seeks leave, however, due to a FMLA-qualifying reason for which the employer has previously provided the employee FMLA-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

### Employer Notice

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to one hundred ten dollars (\$110) for each separate offense. Additionally, employers must either include this general notice in employee handbooks or other written guidance to employees concerning benefits, or must distribute a copy of the notice to each new employee upon hiring.

When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA purpose, the employer must notify the employee of his or her eligibility to take leave, and inform the employee of his/her rights and responsibilities under FMLA. When the employer has enough information to determine that leave is being taken for a FMLA-qualifying reason, the employer must notify the employee that the leave is designated and will be counted as FMLA leave.

### Certification

Employers may require that an employee's request for leave due to a serious health condition affecting the employee or a covered family member be supported by a certification from a health care provider. An employer may require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. An employer may use a health care provider, a human resource professional, a leave administrator, or a management official - but not the employee's direct supervisor - to authenticate or clarify a medical certification of a serious health condition. An employer may have a uniformly-applied policy requiring employees returning from leave for their own serious health condition to submit a certification that they are able to resume work. If reasonable safety concerns exist, an employer may, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave.

### Unlawful Acts

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

### Enforcement

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also be able to bring a private civil action against an employer for violations.

### Other Provisions

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent leave or when leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 C.F.R. Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to an "eligible" employee's use of leave required by FMLA.

For additional information, visit the Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call the toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866- 4USWAGE (1-866-487-9243).

# Compare GCCD © PROFESSIONAL / SUPPORT STAFF

first

## MILITARY / LEGAL LEAVE (version 2 to 1)

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### GCCD © 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 A.~~ Only the regular salary may be received by an employee on jury duty.

- ~~It-1.~~ It is the responsibility of the employee to reimburse the District for jury duty pay when such ~~payment is made~~ payment is made directly to the employee. Failure to reimburse the District at the completion of the jury ~~duty service~~ duty service will result in a full deduction equal to the number of contract days missed.

- ~~An-2.~~ An employee excused from jury duty after being summoned shall report for regular duty as soon as ~~possible~~ as possible. Failure to report for duty will result in a deduction equal to that portion of a contract ~~day missed~~ 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-A.~~ An employee's accrued vacation, personal, sick or other applicable leave shall be used to the extent ~~available by~~ available by policy.
- ~~If-B.~~ If paid leave is unavailable, the employee must request an unpaid leave of absence in accord with policy.

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

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

## **Military Leave**

● ~~An~~-A. **An** employee who is a member of the Military Reserve or National Guard shall be entitled to leave of ~~absence without~~ **absence without** loss of pay, time, or efficiency rating when engaged in field training [A.R.S. [26-168](#) and [38-610](#)].

● ~~An~~-B. **An** employee who is a member of the uniformed service may use any vacation leave or other ~~accumulated paid~~ **accumulated paid** time off during their service, or may take unpaid leave of absence.

● ~~The~~-C. **The** District must reemploy uniformed service members, as defined in 38 U.S.C. 4303, returning from a ~~period of~~ **period of** service, if the service member:

■ ~~Was~~-1. **Was** employed by the District.

■ ~~Gave~~-2. **Gave** the District notice that he or she was leaving the job for service in the uniformed services, ~~unless giving~~ **unless giving** notice was precluded by military necessity or otherwise impossible or unreasonable.

■ ~~Has~~-3. **Has** a cumulative period of service in the uniformed services not exceeding five (5) years.

■ ~~Was~~-4. **Was** not released from service under dishonorable or other punitive conditions.

■ ~~Has~~-5. **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.

Adopted: ~~October 3, 2012~~ **date of Manual adoption**

### **LEGAL REF.:**

A.R.S.

[8-386](#)

[8-420](#)

[13-4405](#)

[15-502](#)

[16-402](#)

[21-236](#)

[26-168](#)

[38-610](#)

A.G.O.

180-177

38 U.S.C. 4301 *et seq.*, Uniformed Services Employment and Reemployment Rights Act

## Compare GCCD-E © (version 3 to 2)

~~first~~ Click on the changed parts for a detailed description. Use the left and right arrow keys to walk ~~last~~ through the modifications.

### GCCD-E ©

EXHIBIT

#### PROFESSIONAL / SUPPORT STAFF MILITARY / LEGAL LEAVE

#### Part 200 - Regulations Under the Uniformed Services Employment and Reemployment Rights Act of 1994

(Appendix to Part 1002 -

~~Your~~

**Your Rights**

~~Under~~

**Under USERRA)**

#### The Uniformed Services Employment and Reemployment Rights Act

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System.

-

USERRA also prohibits employers from discriminating against past and present

~~members~~

**members** of the uniformed services, and applicants to the uniformed services.

~~Reemployment Rights~~

**Reemployment Rights**

~~You~~

**Your** have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and

÷

;

~~● you~~

A. you ensure that your employer receives advance written or verbal notice of your service;

~~● you~~

B. you have five years or less of cumulative service in the uniformed services while with that particular employer;

~~● you~~

C. you return to work or apply for reemployment in a timely manner after conclusion of service; and

~~● you~~

D. you have not been separated from service with a disqualifying discharge or under other than

~~honorable conditions~~

honorable conditions.

If you are eligible to be reemployed, you must be restored to

~~the~~

the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

~~Right to be Free from Discrimination and~~

## Right to be Free from Discrimination

### and Retaliation

If you:

~~● are~~

A. are a past or present member of the uniformed service;

~~● have~~

B. have applied for membership in the uniformed service; or

~~● are~~

C. are obligated to serve in the uniformed service;

then an employer may not deny you:

~~● initial~~

A. initial employment;

~~● reemployment~~

B. reemployment;

~~● retention~~

C. retention in employment;

~~● promotion~~

D. promotion; or

~~● any benefit of employment~~

E. any benefit of employment;

~~Because~~

because of this status.

In addition, an employer may not retaliate against anyone

~~assisting-~~

assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

~~Health Insurance-~~

### ***Health Insurance Protection:***

~~● If~~

A. If you leave your job to perform military service, you have the right to elect to continue your

~~existing employer~~

existing employer-based health plan coverage for you and your dependents for up to

~~24 months while~~

twenty-four (24) months while in the military.

~~● Even~~

B. Even if you don't elect to continue coverage during your military service, you have the right to be

~~reinstated in~~

reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or

~~exclusions~~

exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

**Enforcement:**

~~• The~~

A. The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized

~~to investigate~~

to investigate and resolve complaints of USERRA violations.

~~• For~~

B. For assistance in filing a complaint, or for any other information on USERRA, contact VETS

~~at~~

at 1-866-4-USA-DOL or visit its website

~~at~~

at <http://www.dol.gov/vets>.

~~An~~

An interactive online

~~USERRA Advisor~~

USERRA Advisor can be viewed

~~at~~

at <http://www.dol.gov/elaws/userra.htm>.

~~• If~~

C. If you file a complaint with VETS and VETS is unable to resolve it, you may request that your

~~ease-~~

~~be referred to the Department~~

case be referred to the Department of Justice for representation.

~~• You~~

D. You may also bypass the VETS process and bring a civil action against an employer for violations

~~of USERRA~~

of USERRA.

The rights listed here may vary depending on the circumstances.

~~This~~

This notice was prepared by VETS, and may be viewed on the

~~internet~~

Internet at this address:

~~http~~

<http://www.dol.gov/vets/programs/userra/poster.htm>

~~-~~

Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying this notice where they customarily place notices for employees.

~~U~~

U.S. Department of Labor, Veterans

~~Employment and Training Service~~

~~Washington, DC 20210~~

~~+~~

Employment and Training Service

Washington, DC 20210

1-866-487-2365

**Compare GCCE © PROFESSIONAL / SUPPORT STAFF**  
**first** CONFERENCES / VISITATIONS / WORKSHOPS (version 2 to 1) **last**  
*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

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**CONFERENCES / VISITATIONS / WORKSHOPS**

To attend meetings or conferences, employees must obtain approval from the administration at least twenty (20) 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 expense:

- ~~Value~~-A. **Value** of the meeting or conference.
- ~~Funds~~-B. **Funds** available in the appropriate budgets.
- ~~Availability~~-C. **Availability** of a substitute, if one is necessary.

With prior approval, expenses associated with authorized employee attendance at meetings and conferences may be eligible for compensation in accordance with District Policy DKC. Staff member travel and expense for participation in student field trips and excursions shall be in accordance with District Policy IJOA.

Employee absences for attendance at or participation in professional association activities are not eligible for compensation under the employee's contract or work agreement. The District may authorize an employee to take other eligible unused accumulated compensated leave for a personal, professional, or other lawful purpose.

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.

Adopted: ~~June 10, 2010~~ date of Manual adoption

**LEGAL REF.:**

A.R.S.  
[15-504](#)  
[38-621](#)

**CROSS REF.:**

[GCB](#) - Professional Staff Contracts and Compensation  
[GCC](#) - Professional/Support Staff Leaves of Absence  
[GDB](#) - Support Staff Contracts and Compensation  
[IJOA](#) - Field Trips



**GCCF ©  
SABBATICAL LEAVE**

Sabbatical leave may be granted to certificated teaching and administrative personnel for a maximum of one (1) year when conforming to Arizona Revised Statutes, [15-510](#).

Application for sabbatical leave must be received by March 15. It will be considered within the framework of all applicable law, on the basis of improvement of professional preparation and/or the educational program of the District, current assignment of the individual, value of the leave to the District, and funds that are available.

An employee's sabbatical leave will be governed by applicable Arizona Revised Statutes.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-510](#)

A.G.O.

181-053



## GCCF-R

### REGULATION

### SABBATICAL LEAVE

#### **Guidelines for Professional Sabbatical Leave**

The sabbatical committee is composed of two (2) appointed teachers, one (1) principal, one (1) personnel department representative, and one (1) administrative services representative.

#### **Sabbatical Leave - Professional**

The Governing Board may authorize sabbatical leave when it deems such leave to be reasonable and for good cause, which is defined as being "of direct and verifiable benefit to the School District." In addition, it is not to be detrimental to education within the District. Sabbatical leave shall be limited to a period not to exceed one (1) year and may be granted to an employee only after seven (7) consecutive years of service with the District.

In each instance, the procedures outlined in A.R.S. [15-510](#)(D) and (E), as amended, shall govern in the management of this regulation. The pertinent portions of the statute are paraphrased below:

- Sabbatical leave of absence may be granted only for the purpose of allowing a teacher's continued professional education.
- Sabbatical leave may not exceed a period of one (1) year and may be granted only to a teacher who has been employed by the District for a period of seven (7) consecutive years immediately prior to the time the sabbatical leave is to commence, provided such teacher has not previously been granted a sabbatical leave of absence by the Board.
- The Board may authorize a salary to be paid to the person to whom the sabbatical leave is granted, not to exceed one-half (1/2) such person's regular salary at the time the leave is granted.
- The salary shall be paid upon condition that the person shall return not later than one (1) year after commencement of the sabbatical leave for renewal of employment for at least one (1) school year. A person who fails to return within such period shall repay to the District the amount received from the District during the leave period. Unless such amount is so repaid, the Board shall direct the County Attorney to institute suit against such person to collect such amount.
- If leave is granted, all rights of tenure, retirement, accrued leave with pay, salary increments, and other benefits provided by law shall be preserved and available to the applicant after termination of the leave of absence [Amended Laws 1964, Chapter 96, Section 1].

Notification of the availability of sabbatical leave forms will be sent to the schools by the end of November. Applications for sabbatical leave must be submitted to the office of the assistant superintendent for administrative services not later than February 1. The Governing Board will consider each written request for sabbatical leave on an individual basis. It will be considered

on the basis of the likelihood of improvement of professional preparation and/or the educational program of the District, the current assignment of the individual, value of the leave to the District, and the nature of the right to determine the manner in which the salary paid (if any) shall be issued during the term of leave. The Governing Board reserves the right to require, as a condition of salary payment, periodic interim reports on the successful progress of the employee's professional education.

The formula for pay will be based on the difference between the employee's current placement on the salary schedule, in the year of application, and the first step of the first column on the current salary schedule. The maximum leave salary would not exceed state limitations.

The sabbatical committee will review and screen all applications based on established criteria and make recommendations to the Governing Board. The committee will submit applications in priority order. Appeals may be made to the Superintendent/Governing Board. The cost to the District will not exceed the average cost of one full time equivalency (FTE) teacher, including benefits.

If leave is granted, all rights of tenure, retirement, accrued leave, salary increments, and other benefits provided by law shall be preserved at the level earned when leave was granted and shall be available to the employee after termination of the leave of absence and return to active service with the District. Hospitalization and major medical insurance premiums may be paid by the employee. Upon return, the employee will return to the same position if it is in existence. If not in existence, the employee will be granted a position of equal standing.

Note: The sabbatical committee reserves the right to interview all applicants and to verify application information.



**GCCG**  
**PROFESSIONAL / SUPPORT STAFF**  
**VOLUNTARY TRANSFER OF**  
**ACCRUED SICK LEAVE**

**(Voluntary Transfer of Accrued Sick Leave -  
Sick Leave Bank)**

The District recognizes the existence of circumstances under which non-job-related, seriously incapacitating, and extended illnesses and injury may exhaust accrued leave of employees. To provide some measure of relief in such situations, a limited mechanism, based upon voluntary transfer of accrued leave, is established. The mechanism is termed Sick Leave Bank. Such a program increases employee morale and may reduce some of the stresses associated with illness and facilitate the employee's recovery, which is in the best interest of the District.

The Superintendent or the Superintendent's designee will establish appropriate guidelines for the operation of this program.

Adopted: September 12, 2013

LEGAL REF.:  
A.G.O.  
I91-027

## Compare GCCG-R (version 2 to 1)

*first* Click on the changed parts for a detailed description. Use the left and right arrow keys to walk *last*  
through the modifications.

### GCCG-R

#### REGULATION

#### PROFESSIONAL / SUPPORT STAFF VOLUNTARY TRANSFER OF ACCRUED SICK LEAVE

#### (Sick Leave Bank)

**Objective:** Establish a Sick Leave Bank for District employees.

**Participation:**

- Optional.
- Predetermined Enrollment period:
  - For the 2013-2014 school year, the enrollment period will be July 1 - September 15.
  - For 2014-2015 and thereafter the enrollment period will be July 15 - August 15.
- One (1) day donation of sick leave accrual.
  - Day is based on current full-time equivalent (FTE).
  - If an employee's daily hours increase the employee will not need to contribute additional hours, nor if daily hours decrease will the employee receive hours from the bank.
- Employees must have a sick leave accrual balance equivalent of no less than sixty-four (64) hours at time of donation.
- Donations are final and employees may not request refund of donation.
- Donations will remain in bank upon termination of employee.
- Employees who are receiving short-term disability benefits are eligible to participate.

**Eligibility:**

- Leave bank hours may only be used for personal or family illness as determined by District policy.
- A leave bank member/or designee may apply for leave bank hours if he/she has exhausted his/her accumulated sick leave and/or vacation hours.

### **Administration of Sick Leave Bank:**

- Current Human Resources/Payroll System has ability to track Sick Leave Bank participants.
- Employees will submit form authorizing Human Resources or Payroll to deduct one (1) day of the sick leave accrual to be donated to bank.

### **Requests from employee for donated days:**

- Employee must have exhausted all their current leave accruals.
- A member must provide the leave bank committee with the data necessary to substantiate his/her need for leave hours.
- Maximum of twenty (20) days may be given to each employee per year.
- If employee is not granted the full twenty (20) days upon initial request, additional request(s) may be made up to a maximum of twenty (20) days total.
- Employees may submit additional requests for days beyond the maximum twenty (20) days.
  - Requests will be sent to members to donate an additional day(s) for specific employee and not drawn from the bank.
- All requests will be made on approved form and submitted to the Sick Leave Bank Committee.
- Employees may not join the bank after enrollment period.
- Employees receiving short-term disability will only be eligible for hours to supplement the difference of what they receive from short-term disability and their normal pay from the District.

### **Sick Leave Committee**

Committee formed to review requests from employees for donated days:

- Committee will consist of three (3) voting members and one (1) non-voting member.
  - *Three (3) - One (1) administrator, one (1) certificated and one (1) support staff (classified) member.*
    - ⇒ Representatives will serve a staggered three (3) year term with one (1) member being new each year to allow continuity.
    - ⇒ Representative for all three (3) classifications must be present for decisions.
    - ⇒ Majority vote is required for approval of all requests.
    - ⇒ Names of committee members will remain confidential.
  - *One (1) - Member to act as liaison for communication between the committee and employees.*

⇒ Director for Human Resources will attend committee meetings for the appeal process only.

⇒ All committee members must be Health Insurance Portability and Accountability Act (HIPAA) trained.

■ Committee will be required to meet annually prior to enrollment period.

⇒ Compile an annual report of donations and usage.

⇒ Review Sick Leave Bank balance to determine if donations are required from all participants or only new enrollees depending on hours in bank.

⇒ Review possible changes to program for upcoming year.

### ***Appeal Process:***

- Members denied sick leave days may appeal the committee decision by providing additional information to substantiate the request.
- Director of Human Resources will review the appeal with the committee to help determine if the denial should be overturned.
- If request is denied a second time by committee the decision is final.

### ***Miscellaneous:***

- In the event that the Sick Leave Bank is discontinued due to any reason all remaining hours will be distributed evenly to current members.

REGULATION

**PROFESSIONAL STAFF VOLUNTARY  
TRANSFER OF ACCRUED SICK LEAVE**

**(Application)**

The application must be in writing.

The application must be supported by a physician's letter confirming the conditions required for receipt of sick-leave bank assistance.

Data in the application shall include the nature of the illness, diagnosis, and prognosis for return to duty.

The application shall be received by the District office within ten (10) days following the applicant beginning unpaid leave status.

REGULATION

PROFESSIONAL STAFF VOLUNTARY  
TRANSFER OF ACCRUED SICK LEAVE

(Application Screening Committee)

A committee consisting of one (1) staff member from each building and one (1) from the central staff selected by the staff and an administrator appointed by the Superintendent shall review each application and submit a recommendation to the Superintendent. The applications are to be reviewed in accord with the guidelines found in policy and as presented below:

- A. The application must be in writing.
- B. The application must be supported by a physician's letter confirming the conditions required for receipt of sick leave bank assistance.
- C. Data in the application shall include the nature of the illness, diagnosis, and prognosis for return to duty.
- D. The application shall be received by the District office within ten (10) days following the beginning of the applicant's unpaid-leave status.

For approval, the applicant shall:

- A. Be a full-time employee.
- B. Have a non-job-related, seriously incapacitating, and extended illness or injury.
- C. Be presently on unpaid-leave status with the District.
- D. Not be eligible for disability benefits, including but not limited to Social Security, provided at District expense.
- E. Be one whose return to duty is projected to occur within a period no longer than six (6) months.
- F. Submit an application, which shall be received by the District office within ten (10) days following the beginning of the applicant's unpaid-leave status.



## GCCG-EA

EXHIBIT

### PROFESSIONAL / SUPPORT STAFF VOLUNTARY TRANSFER OF ACCRUED SICK LEAVE

#### SICK LEAVE BANK REQUEST FORM

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Number of hours requested \_\_\_\_\_ (not to exceed 160 hours or 20 days)

Documentation must be attached to request (doctor's statement, letter of explanation, etc.)

- Personal letter of explanation - Required
- Doctor's statement/diagnosis - Required
- Other supporting documentation - Optional

First Request

Check all that apply:

- I have used all my sick leave/personal business/vacation.
- I have not used all my sick leave/personal/business/vacation. All accruals will be exhausted by \_\_\_\_\_ (input date).
- I am/will be receiving short-term disability payments.

Second Request

Number of hours requested \_\_\_\_\_:

- I have not received the maximum hours from the sick leave bank.
- I have received the allowed maximum from the sick leave.
- I am requesting additional donations from participants be requested on my behalf.
- I understand my name will be released to participants when requesting donations. Details regarding my leave will not be disclosed.

Employee Signature \_\_\_\_\_

**Return completed form to Substitute Coordinator - Human Resources**

---

Request granted for \_\_\_\_\_ hours

Granted      Denied

\_\_\_\_\_             Date: \_\_\_\_\_

\_\_\_\_\_             Date: \_\_\_\_\_

\_\_\_\_\_             Date: \_\_\_\_\_

\_\_\_\_\_             Date: \_\_\_\_\_

Committee reason for denial: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# GCCG-EB

EXHIBIT

## PROFESSIONAL / SUPPORT STAFF VOLUNTARY TRANSFER OF ACCRUED SICK LEAVE

### SICK LEAVE BANK DONATION FORM

Name: \_\_\_\_\_ Site: \_\_\_\_\_  
Print Name

I elect to participate in the District Sick Leave Bank.

I understand:

- This donation is voluntary.
  - Donation is final and I cannot request a refund of donated hours.
  - I can only request assistance from the sick leave bank if I have donated hours.
  - Eight (8) hours (or pro-rated amount if less than full-time) will be deducted from my sick leave balance.
  - I must have a minimum sick leave balance of sixty-four (64) hours.
- Please check here if you agree to the terms stated above and would like to participate in the sick leave bank.

\_\_\_\_\_  
Signature Date

**If you choose to participate, please complete and  
return this form to the Payroll Office.**

To be completed by Payroll. Once processed employee will receive a copy of this form.

Date Received: \_\_\_\_\_ Current Sick Leave Balance: \_\_\_\_\_  Approved

Reviewed by: \_\_\_\_\_ Sick Leave Adjusted on: \_\_\_\_\_  Denied



## GCCG-EC

EXHIBIT

### PROFESSIONAL / SUPPORT STAFF VOLUNTARY TRANSFER OF ACCRUED SICK LEAVE

### MEDICAL LEAVE ASSISTANCE PROGRAM INFORMATION NOTICE

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#### NOTICE TO GLENDALE ELEMENTARY EMPLOYEES

\_\_\_\_\_ will be absent from work for a minimum of four (4) weeks because of a serious illness or injury and does not have enough leave to cover this time period.

Employees may donate up to five (5) days of sick leave in any contract year for no more than three (3) years if they have currently accrued thirty (30) or more days of sick leave.

Employees wishing to donate must complete the form available from the personnel department and return it to the assistant to the superintendent for personnel services no later than ten (10) working days from the issuance of this notice.

Please remove on \_\_\_\_\_  
Date

# Compare GCCG-ED (version 3 to 2)

*first* Click on the changed parts for a detailed description. Use the left and right arrow keys to walk *last*  
through the modifications.

## GCCG-ED

EXHIBIT

### PROFESSIONAL / SUPPORT STAFF

### VOLUNTARY TRANSFER OF

### ACCRUED SICK LEAVE

### SICK LEAVE DONATION FORM

#### Directions

Please read carefully the information below, sign, and submit to the assistant superintendent for personnel services. A copy of this form will be returned to you and to the employee receiving the donated sick leave.

Employee name \_\_\_\_\_ Date \_\_\_\_\_

School/department \_\_\_\_\_ ~~SS No.~~ \_\_\_\_\_

I desire to make a donation of sick leave and verify the following:

1. I have currently accrued thirty (30) or more days of sick leave.
2. I understand that I may donate no more than five (5) days of sick leave in any contract year for no more than three (3) years.
3. I understand that my donated leave, if issued, becomes the permanent property of the receiving employee and will not be returned to me if used.
4. I understand that days of leave, not my actual wage/salary, will be donated.
5. I am not donating leave to my immediate supervisor.
6. Information relative to this donation will remain confidential.
7. I make this donation voluntarily.

Number of days to be donated \_\_\_\_\_

Employee to receive donated days \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Approved

Disapproved

\_\_\_\_\_  
Assistant to the Superintendent's Signature

\_\_\_\_\_  
Date

Number of accumulated sick leave days \_\_\_\_\_

Number of donated days issued \_\_\_\_\_



**GCCH  
PROFESSIONAL STAFF  
BEREAVEMENT LEAVE**

As a fringe benefit, all regular employees are eligible for bereavement leave. Eligible employees receive up to three (3) working days of leave for an in-state death and up to five (5) working days for an out-of-state death, not to exceed a maximum of five (5) days per fiscal year. One (1) day of bereavement leave is equivalent to an employee's regularly scheduled hours for the assigned position. Approved bereavement days are not deducted from earned leave.

For the purposes of bereavement leave, family shall include:

Spouse	Grandparents
Children	Grandchildren
Parents	Like relations created by marriage, e.g.,
Siblings	step-child, father-in-law, etc.
Fiancee	Domestic Partner

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.

In the absence of any earned leave, and upon request, the Superintendent may approve an unpaid leave of absence for each day of extended bereavement leave used.

Adopted: July 8, 2015

LEGAL REF.:

A.R.S.

[15-502](#)



## **GCD PROFESSIONAL STAFF VACATIONS AND HOLIDAYS**

### Vacations

Certificated administrators shall have holidays as scheduled in the school calendar. Twelve (12)-month certificated administrators earn vacation in accord with contract, which shall be taken when school is not in session. Vacation may accumulate to a maximum of forty (40) days, at which time no more vacation can be earned. As accumulated vacation days are used and drop below forty (40) days, an eligible employee may again accumulate vacation up to the maximum limit. If workloads disallow vacations as established, the Superintendent may approve vacation days during the school year.

### Holidays

When July 4, Veterans Day, December 25, or Thanksgiving Day occurs within the school week, the schools shall be closed and the compensation of the teachers shall not be diminished on that account. The Governing Board may declare a recess during the Christmas holiday season not to exceed two (2) school weeks, and teachers shall receive compensation during the recess.

Other holidays will be established by the school calendar. Staff members who are not exempt under the Fair Labor Standards Act (FLSA) must be present for work or on approved paid leave on the scheduled workday immediately preceding and immediately following a holiday in order to be eligible for holiday leave.

Adopted: March 9, 2017

LEGAL REF.:

A.R.S.

[15-502](#)

[15-801](#)

[38-608](#)



## **GCD-R**

### REGULATION

#### **PROFESSIONAL STAFF VACATIONS AND HOLIDAYS**

Full-time, twelve (12) month, certificated administrators earn twenty (20) vacation days of leave annually. Vacation days are accrued at thirteen and one-third (13.33) hours per month.

Employees must submit vacation requests to their respective immediate supervisor for approval. Any change in scheduled vacation dates must also be in writing to the employee's immediate supervisor.

# Compare GCF © PROFESSIONAL STAFF HIRING (version 2 to

first

1)

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## GCF © PROFESSIONAL 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 salary schedules within the financial capability of the District, adequate facilities, and good working conditions.

The Board has the legal responsibility of approving the employment of all employees. While this responsibility cannot be waived, the Board assigns to the Superintendent the process of recruiting staff members. In carrying out this responsibility, the Superintendent may involve other staff members as needed. All personnel selected for employment must be recommended by the Superintendent and approved by the Board. The Board adopts the following general criteria, which shall be utilized in the selection process for initial employment:

- ~~There~~ **A.** ~~There~~ will be no discrimination in the hiring process due to race, color, religion, sex, age, national origin, ~~or disability~~ **or disability** of an otherwise qualified individual.
- ~~Candidates~~ **B.** ~~Candidates~~ for professional positions shall be qualified for and have the training necessary to perform ~~the instructional~~ **the instructional** duties or functions for which they have applied.
- ~~Each~~ **C.** ~~Each~~ candidate shall provide evidence of meeting state requirements for certification.
- ~~Each~~ **D.** ~~Each~~ candidate shall be requested to complete a consent-and-release form regarding conduct of ~~a background~~ **a background** investigation.
- ~~A~~ **E.** A "background investigation" - consisting of communication with the applicant's (or employee's) ~~former employer~~ **former employer** that concerns education, training, experience, qualifications, and job performance for the ~~purpose of~~ **purpose of** evaluation for employment - shall be conducted on each individual to be considered for a ~~recommendation of~~ **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.

Before employment, schools or school districts shall verify the certification and fingerprint status of applicants who apply for school or school district positions that require certification.

Should the need arise to employ a teacher who meets the requirements for a conditional certificate before an applicant has obtained the appropriate valid fingerprint clearance card, the District may assist in obtaining the conditional certificate, and employ the teacher, by meeting all of the following conditions:

- ~~The A.~~ The District verifies in writing on a form provided by the Arizona Department of Education (ADE) ~~the necessity for the~~ necessity for hiring and placing the applicant into service before a fingerprinting check is completed.
- ~~The B.~~ The District obtains from the Department of Public Safety a state-wide criminal records check on ~~the applicant~~ the applicant. Subsequent criminal records checks must be completed every one hundred twenty (120) ~~days~~ days until a permanent certificate is received.
- ~~The C.~~ The District searches the criminal records of all local jurisdictions outside Arizona where the ~~applicant has lived~~ applicant has lived in the previous five (5) years.
- ~~The D.~~ The District obtains references from the applicant's current employer and two (2) most recent ~~previous employers~~ previous employers, except that for applicants who have been employed for at least five (5) years by the ~~most recent~~ most recent employer, only references from that employer are required.
- ~~The E.~~ The District provides general supervision of the applicant until permanent certification is issued by ADE.

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.

The Superintendent of Public Instruction may also impose any additional conditions or restrictions deemed necessary.

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 accord with A.R.S. [41-1750](#) is guilty of a class 6 felony.

~~Adopted: November 13, 2008~~ A professional candidate's acceptance of a contract offer must be indicated within five (5) days from the date of the written contract or the offer is revoked. Written notice of the deadline date for acceptance shall be included in the contract offer or an attachment to the contract offer. The candidate accepts the contract by signing the contract and returning it to the Human Resources Department or by making a written instrument which accepts the terms of the contract and delivering it to the Human Resources Department. If the written instrument includes terms in addition to the terms of the contract offered by the Board, the candidate fails to accept the contract.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[13-3716](#)

[15-502](#)

[15-503](#)

[15-536](#)

[15-538.01](#)

[15-539](#)

[15-550](#)

[23-211](#)

[23-212](#)  
[23-1361](#)

[38-201](#)  
[38-231](#)  
[38-232](#)  
[38-766.01](#)  
[41-1756](#)

CROSS REF.:

[GCB](#) - Professional Staff Contracts and Compensation

[GCFC](#) - Professional Staff Certification and Credentialing Requirements

(fingerprinting requirements)

[GCO](#) - Evaluation of Professional Staff Members

## Compare GCF-R © (version 2 to 1)

**first** Click on the changed parts for a detailed description. Use the left and right arrow keys to walk **last**  
through the modifications.

### GCF-R ©

#### REGULATION

#### PROFESSIONAL STAFF HIRING

##### Definition

**A**

*A background*

*investigation*

*investigation* is defined as any communication with an applicant's (or employee's) former employer that concerns the education, training, experience, qualifications, and job performance of the individual and that is used for the purpose of evaluation for employment. Background investigation does not include the results of any state or federal criminal history records check.

##### Background Investigation Requirements

Only persons designated by the Superintendent shall perform background investigations. Prior to contacting former employers or other persons, the background investigator shall:

● ~~Ascertain~~

A. **Ascertain** that the standard employment application for the type of position has been completed in full.

● ~~Obtain~~

B. **Obtain** from the individual a consent to background investigation and release as determined by the District.

● ~~Make~~

C. **Make** certain that the individual has identified at least two (2) persons from each past employer who

*can verify*

*can verify* basic job information and discuss the individual's work performance and reason for leaving.

● ~~Examine~~

D. **Examine** the application for a complete work history, accounting for any gaps in employment.

Two (2) persons should be contacted at each past employer if possible (any exceptions should be documented). Upon making contact, the contacts or the former employer or employer's agent should be provided the following information:

~~● The~~

A. The name and identifying information of the District.

~~● The~~

B. The name of the District representative making the inquiry and how the representative can be contacted.

~~● The~~

C. The name of the former employee and period of employment as indicated by the individual whose

~~background is~~

background is being investigated.

~~● The~~

D. The position for which the individual has applied, with descriptive information as to the duties, if requested

~~or necessary~~

or necessary to understanding of the inquiry.

The background investigator shall:

~~● Ask~~

A. Ask the questions, and complete the background check form(s) as provided by the District.

~~● Make~~

B. Make impression notes as necessary based upon the questions and responses, and determine if there

~~may be~~

may be cause to contact others or make further inquiries based upon the responses.

~~● Provide~~

C. Provide the information to the Superintendent.

## Compare GCF-EA © (version 3 to 2)

first Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications. last

### ~~GCF-EA ©~~

#### ~~EXHIBIT~~

#### ~~PROFESSIONAL STAFF HIRING~~

#### ~~CONSENT TO CONDUCT BACKGROUND~~

#### ~~INVESTIGATION AND RELEASE~~

I, \_\_\_\_\_ [applicant's name], have applied for employment with the Glendale Elementary School District to work as a \_\_\_\_\_ [job title]. I understand that in order for the School District to determine my eligibility, qualifications, and suitability for employment, the School District will conduct a background investigation to determine if I am to be considered for an offer of employment. This investigation may include asking my current employer, any former employer, and any educational institution I have attended about my education, training, experience, qualifications, job performance, professional conduct, and evaluations, as well as confirming my dates of employment or enrollment, position(s) held, reason(s) for leaving employment, whether I could be rehired, reasons for not rehiring (if applicable), and similar information.

I hereby give my consent for any employer or educational institution to release any information requested in connection with this background investigation.

According to the Family Educational Rights and Privacy Act, I understand that I have a right to see most education records that are maintained by any educational institution.

In light of the preceding paragraph, I waive \_\_\_\_\_/do not waive \_\_\_\_\_ (initial only one [1]) my right to see any written reference or other information provided to the School District by any educational institution.

According to Arizona Revised Statutes Section 23-1361, any employer that provides a written communication to the School District regarding my current or past employment must send me a copy at my last known address. I acknowledge that some employers are unwilling to provide factual written references concerning a current or past employee unless they may do so confidentially, without revealing the references to the employee, and that the School District will not further consider my application if it cannot complete its background investigation.

In light of the preceding paragraph, I waive \_\_\_\_\_/do not waive \_\_\_\_\_ (initial only one [1]) my right to receive a copy of any written communication furnished to the School District by any employer.

Whether or not I have waived my right to see or to receive copies of written references furnished to the School District by employers or educational institutions, I release, hold harmless, and agree not to sue or file any claim of any kind against any current or former

~~employer or educational institution, and any officer or employee of either, that in good faith furnishes written or oral references requested by this School District to complete its background investigation.~~

~~A photocopy or facsimile ("fax") copy of this form that shows my signature shall be as valid as an original.~~

~~DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~  
Witness

~~\_\_\_\_\_~~  
Applicant

# Compare GCF-EB © (version 3 to 2)

**first** Click on the changed parts for a detailed description. Use the left and right arrow keys to walk **last** through the modifications.

## ~~GCF-EB ©~~

EXHIBIT

### ~~PROFESSIONAL STAFF HIRING~~

#### ~~BACKGROUND CHECK FORM~~

Applicant \_\_\_\_\_ Date \_\_\_\_\_

Person contacted \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

E-mail address \_\_\_\_\_

Relationship to applicant:

Former employer - position \_\_\_\_\_

\_\_\_\_\_ District, business, or other entity \_\_\_\_\_

Personal reference

Method of contact:  Telephone  Letter  Other \_\_\_\_\_

#### ~~QUESTIONS FOR EMPLOYERS~~

Dates of employment \_\_\_\_\_

Position held \_\_\_\_\_

Final rate of pay \_\_\_\_\_

Was the person reliable? \_\_\_\_\_ If no, explain \_\_\_\_\_

Was the person satisfactory? \_\_\_\_\_ If no, explain \_\_\_\_\_

Any concern about the person being

late to work without authorization? \_\_\_\_\_

If yes, explain \_\_\_\_\_

Any concern with abuse of leave policies

(such as sick leave or personal leave)? \_\_\_\_\_

If yes, explain \_\_\_\_\_

Any difficulty establishing communication and rapport with children? \_\_\_\_\_

If yes, explain \_\_\_\_\_

Any difficulties in establishing communication and rapport with supervisors, parents, or community members? \_\_\_\_\_

If yes, explain \_\_\_\_\_

Did the person ever receive a written counseling statement, letter of direction, or reprimand? \_\_\_\_\_

If yes, describe \_\_\_\_\_

Did the District ever consider taking action or take action to suspend, decline to renew, or dismiss the employee? \_\_\_\_\_

If yes, describe \_\_\_\_\_

Was there ever an allegation or complaint about:

Abusive language? \_\_\_\_\_

Insulting or derogatory comments? \_\_\_\_\_

Inappropriate contact with a child? \_\_\_\_\_

Verbal or physical contact of a sexual nature? \_\_\_\_\_

Dishonesty? \_\_\_\_\_

Substance abuse? \_\_\_\_\_

Failure to provide adequate supervision? \_\_\_\_\_

Failure to follow reasonable directions or instructions? \_\_\_\_\_

If yes on any of the above, get explanation \_\_\_\_\_

\_\_\_\_\_

Was the person ever involved in an incident that resulted in injury to an adult or child? \_\_\_\_\_

If yes, explain \_\_\_\_\_

Would you rehire this person? \_\_\_\_\_

\_\_\_\_\_

Can you identify anyone else who could provide relevant information regarding the applicant's fitness for employment? \_\_\_\_\_  
\_\_\_\_\_

Is there any other information I have not asked about that would help us determine this person's eligibility, qualifications, and suitability for employment with our District? \_\_\_\_\_  
\_\_\_\_\_

**QUESTIONS FOR PERSONAL REFERENCE**

How long have you known the applicant? \_\_\_\_\_

What is the nature of your relationship? \_\_\_\_\_

Why do you think the applicant would be a good choice for this position?  
\_\_\_\_\_  
\_\_\_\_\_

Do you know of any reasons that could prevent the applicant from fulfilling the functions of the position? \_\_\_\_\_  
\_\_\_\_\_

Background check form completed by \_\_\_\_\_

Date completed \_\_\_\_\_

## Compare GCF-EC (version 3 to 2)

**first** Click on the changed parts for a detailed description. Use the left and right arrow keys to walk **last**  
through the modifications.

GCF-~~EC~~-EA ©

EXHIBIT

### PROFESSIONAL STAFF HIRING

#### AFFIRMATION OF A RETIRED EMPLOYEE UPON RETURN TO EMPLOYMENT

To satisfy the requirements of A.R.S. [38-766.01](#), and to retain my eligibility to receive retirement benefits from the Arizona State Retirement System (ASRS) following my return to employment following a qualified retirement, by my signature below I affirm my awareness and acceptance of the following provisions:

- ~~+~~A. I have attained a normal retirement age as defined by the ASRS.
- ~~+~~B. I am returning to greater than half (1/2) time employment not sooner than twelve (12) months following ~~my termination~~ [my termination](#) of full time employment for the purpose of retirement.
- ~~+~~C. If I return to work as a certificated teacher, my employment is not subject to the requirements prescribed ~~in A~~in A.R.S. [15-538](#), [15-538.01](#), ~~and~~ ~~and~~ [15-539](#) ~~through~~ through [15-543](#).

D. I understand that:

1. pursuant to A.R.S. [38-766.01](#) my election to return to work is irrevocable for the remainder of the employment for which I have made this election, and
2. I must make this acknowledgement in writing and file it with my employer within thirty (30) days of returning to work.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Compare GCF-ED (version 4 to 1)

*first* Click on the changed parts for a detailed description. Use the left and right arrow keys to walk *last*  
through the modifications.

### GCF-~~ED~~-EB

#### EXHIBIT

#### PROFESSIONAL STAFF 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

Effective January 1, 2008, Arizona schools must use the federal governments 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 should take you to the start site for E-Verify:

<https://www.vis-dhs.com/employerregistration/StartPage.aspx?JS=YES>

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. An Employment Eligibility Verification (Form I-9) must be completed within three (3) business days of the employee's hire date. Employees who do not provide the necessary documentation within three (3) business days must be discharged.

# Compare GCFC © PROFESSIONAL STAFF CERTIFICATION

first

## AND CREDENTIALING REQUIREMENTS (version 2 to 1)

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### GCFC © PROFESSIONAL STAFF CERTIFICATION AND CREDENTIALING REQUIREMENTS

#### (Fingerprinting Requirements)

##### New Hires

All certificated personnel to be hired by the District shall be fingerprinted as a condition of employment, except for personnel who, as a condition of certification are required to have a valid fingerprint clearance card.

The candidate's fingerprints shall be submitted, along with the form presented as an exhibit to this policy, immediately upon being notified of possible employment. The form shall be considered a part of the application for employment.

An expired fingerprint clearance card may be used to satisfy the fingerprint requirements of section [15-183](#), [15-503](#), [15-512](#), [15-534](#), [15-782.02](#), [15-1330](#) or [15-1881](#) if the person signs an affidavit stating both of the following:

- ~~The A.~~ **The** person submitted a completed application to the Finger Printing Division of the Department of ~~Public Safety~~ **Public Safety** for a new fingerprint clearance card within ninety (90) days before the expiration date on ~~the person's~~ **the person's current** fingerprint clearance card.
- ~~The B.~~ **The** person is not awaiting trial on and has not been convicted of a criminal offense that would make ~~the person~~ **the person** ineligible for a fingerprint clearance card.

This does not apply to a fingerprint clearance card that has been denied, suspended or revoked or to a person who has requested a good cause exception hearing.

Candidates 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 A.~~ **Sexual** abuse of a minor. ● ~~Incest~~
- B. ● ~~First Incest.~~
- C. **First-** or second-degree murder.
- ~~Kidnapping~~ D. **Kidnapping.** ● ~~Arson~~
- E. ● ~~Sexual~~ **Arson.**

F. Sexual assault.

- ~~Sexual~~ G. Sexual exploitation of a minor.
- ~~Felony~~ H. Felony offenses involving contributing to the delinquency of a minor.
- I. Commercial sexual exploitation of a minor.
- J. Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, ~~or conspiracy~~ or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.
- ~~Felony~~ K. Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.
- ~~Misdemeanor~~ L. Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
- M. Burglary in the first degree.
- ~~Burglary~~ N. Burglary in the second or third degree.
- ~~Aggravated~~ O. Aggravated or armed robbery. ● ~~Robbery~~

P. ● ~~A~~ Robbery.

Q. A dangerous crime against children as defined in A.R.S. [13-705](#).

- ~~Child~~ R. Child abuse.
- ~~Sexual~~ S. Sexual conduct with a minor.
- ~~Molestation~~ T. Molestation of a child. ● ~~Manslaughter~~

U. ● ~~Aggravated~~ Manslaughter.

V. Aggravated assault.

- ~~W~~. Assault.
- ~~Exploitation~~ X. 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 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~~-A. Provide for fingerprinting of employees covered under this policy and A.R.S. [15-512](#).
- ~~Provide~~-B. Provide for fingerprint checks pursuant to A.R.S. [41-1750](#).

Adopted: ~~October 22, 2013~~ date of Manual adoption

LEGAL REF.:

A.R.S.

[15-512](#)

[15-534](#)

[23-1361](#)

[41-1750](#)

[41-1758.07](#)

CROSS REF.:

[GCF](#) - Professional Staff Hiring

[GCG](#) - Part-Time and Substitute Professional Staff Employment

[JOC](#) - School Volunteers



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

Assault or Aggravated assault

Exploitation of minors involving drug offenses

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date signed

Subscribed, sworn to, and acknowledged before me by \_\_\_\_\_

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

in \_\_\_\_\_ County, Arizona.

My Commission Expires

\_\_\_\_\_

\_\_\_\_\_  
Notary Public



**GCFE ©**  
**PROFESSIONAL / SUPPORT STAFF**  
**HIRING - OATH OF OFFICE**

Every school employee shall take and subscribe to the oath prescribed for public officers pursuant to A.R.S. [38-231](#). The person taking the oath shall file a copy of the acknowledged oath in the District office. The District office shall keep such copy on file as long as the employee remains employed by the District and for a period of five (5) years after termination of employment with the District.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[38-231](#)



**GCFE-E ©**

EXHIBIT

**PROFESSIONAL / SUPPORT STAFF  
HIRING - OATH OF OFFICE**

In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before entering upon the duties of office or employment, any officer or employee shall take and subscribe to the following oath or affirmation:

State of Arizona, County of \_\_\_\_\_, I,  
\_\_\_\_\_ [type or print name], do solemnly swear (or  
affirm) that I will support the Constitution of the United States and the Constitution and laws of  
the State of Arizona; that I will bear true faith and allegiance to the same, and defend them  
against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the  
duties of the office of \_\_\_\_\_ [name of office] according to  
the best of my ability, so help me God (or so I do affirm).

\_\_\_\_\_  
(Signature of officer or employee)

LEGAL REF.:  
A.R.S.  
[38-231](#)

**Compare GCG © PART - TIME AND SUBSTITUTE  
PROFESSIONAL STAFF EMPLOYMENT (version 3 to 2)**

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

first

last

**GCG ©  
PART - TIME AND SUBSTITUTE  
PROFESSIONAL STAFF EMPLOYMENT**

Substitute ~~Teachers~~

~~The Board will establish the daily pay rate for substitute teachers.~~

~~The Superintendent will screen all applicants for substitute positions and recommend substitute teachers to the Board for approval. The Superintendent will establish regulations to ensure that all substitutes used in the schools are on the Board-approved substitute list.~~

~~Substitute Professional~~ Professional

Staff Members

The Superintendent may employ, when conditions warrant, temporary or part-time personnel on a per diem or time card basis. This authority is subject to the following conditions:

- ~~Continued~~ **A.** Continued employment of any such person shall be subject to confirmation and approval by the Board at ~~its next~~ **its next** official meeting.
- ~~The~~ **B.** The employee shall be hired on a per diem basis and shall be compensated in accordance with ~~the requirements~~ **the requirements** and limitations of existing contracts that cover similar positions or employees.
- ~~In~~ **C.** In addition to the conditions set forth above, the temporary assignment of a person to a supervisory ~~or administrative~~ **administrative** position shall be preceded by notification to the Board. The Superintendent will ~~detail the~~ **detail the** circumstances that created the need for the part-time employment.

Adopted: date of

~~manual~~

**Manual** adoption

LEGAL REF.:

A.R.S.

[15-502](#)

[15-503](#)

A.A.C.

[R7-2-603](#)



**GCGB ©**  
**ARRANGEMENTS FOR SUBSTITUTE**  
**STAFF MEMBERS**

The Superintendent will establish procedures for reporting the need for and arranging for professional staff substitutes.

Adopted: date of manual adoption

## Compare GCGB-R © (version 2 to 1)

*first* Click on the changed parts for a detailed description. Use the left and right arrow keys to walk *last*  
through the modifications.

### GCGB-R ©

#### REGULATION

#### ARRANGEMENTS FOR SUBSTITUTE

#### STAFF MEMBERS

When utilizing the leave policies of the District, it shall be the responsibility of the teacher to notify the ~~substitute finder~~ [employee absence reporting system](#), as soon as possible, of the need for a substitute teacher.

If the teacher knows in advance that a return to duty will be assured on a certain day, the principal should be so notified in order that the substitute may be informed.



**GCGC**  
**JOB SHARING IN**  
**PROFESSIONAL STAFF POSITIONS**

"Job sharing" means the sharing of one (1) full-time position by two (2) employees, each working half (1/2) time. Requests for job sharing may be considered only if such sharing is in the best interests of the District and the students served and providing that no additional costs are incurred.

Each employee will receive one-half (1/2) the salary that would be received for full-time work. Benefits and credit for experience will be the same as for half-time employees, except as follows: One-half (1/2) of the District contribution toward employee medical and dental insurance will be provided to each job-sharing participant OR, if agreed upon by job sharing partners, one (1) job share partner may waive this benefit and the other may receive employee medical and dental insurance as provided to a regular full time employee. The cost of provision of insurance to the District will be no more than the cost for one (1) full time position. Decisions concerning supplemental positions, if any, will be made on an individual basis.

The implementation, continuation, alteration or termination of such arrangements are at the sole discretion of the District administration. The Superintendent will develop regulations and guidelines to administer this policy.

Adopted: March 12, 2015



## GCGC-R

### REGULATION

#### **JOB SHARING IN PROFESSIONAL STAFF POSITIONS**

Consideration may be given to applications for "job-sharing" a 1.0 full-time equivalent (FTE) teaching position. Generally, each job-share participant must work a .5 FTE. In exceptional circumstances, the Superintendent may consider requests for job sharing with other FTE considerations.

#### Creation of Job-Sharing Arrangements

Teachers interested in sharing a teaching position should submit a proposal through the principal to the Assistant Superintendent for Human Resources. No job sharing may occur without the approval of the building principal. The proposal must also be approved in regard to program and content area by the Director of Special Education (for special education assignments) or the Executive Director for Curriculum and Instruction (all other subject/program areas).

The proposal must be submitted to the Assistant Superintendent for Human Resources by March 15 of the school year prior to the year the position is to be shared, and shall include the following:

- Rationale for request.
- Benefits to be derived.
- Information regarding the compatibility of the partners in regard to philosophy, classroom management, classroom organization, teaching style and technique, instructional strategies, parent communications, recordkeeping and grading.
- Logistical considerations.
- Work schedule, including staff meetings, in-service training, preparation days before the opening of school, and parent-teacher conferences.

Employees interested in job sharing must find their own compatible partners. Compatible personalities are an extremely important consideration. Partners must be dedicated to making the concept work, as opposed to merely desiring to work part time. The job-sharing partners assume all responsibility for maintaining a positive working relationship between the team members.

#### Voidance

If one (1) partner in an approved job-share contract is unable to fulfill the terms of the contract, and an appropriate alternate is not found for the remaining partner and approved by the principal, the remaining partner shall be responsible for fulfilling the entire contract by returning to full-time teaching.

## Termination of Job-Sharing Arrangements

The administration may, at its discretion, terminate a job-sharing arrangement that is determined not to be in the best interest of the District and the students. Upon termination of such arrangement, the job assignment may be reassigned to one (1) of the original partners or to a third party selected by the administration.

The District assumes no responsibility for making adjustments or the job-sharing arrangement necessitated due to partner incompatibility or difficulties encountered by one (1) or more of the partners in meeting the terms of the agreement. A job-sharing arrangement may not be terminated during the school year unless such termination is determined by the administration to be in the best interest of the District.

## Teacher Employment Status

If the teacher proposing to enter a job-sharing arrangement is a "noncontinuing teacher," as defined in A.R.S. [15-501](#), acceptance of an employment contract under a job-sharing arrangement will constitute a break in full-time teaching employment necessary to achieve continuing teacher status. A "continuing teacher" entering into a job-sharing arrangement will retain status as a continuing teacher.

Teachers retiring from District employment and wishing to job share a position after retirement must follow all employment application procedures similar to a new hire since retirees must sever employment with the District prior to entering the Arizona State Retirement System. Retired employees do not have continuing status.

# Compare GCH © PROFESSIONAL / SUPPORT STAFF

first

## ORIENTATION AND TRAINING (version 2 to 1)

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### GCH ©

## ~~PROFESSIONAL~~ PROFESSIONAL / ~~SUPPORT STAFF~~ STAFF ORIENTATION AND TRAINING

The Superintendent will establish a program to provide orientation for all new District employees. At a minimum, this program will cover the following items:

- ~~Goals~~A. Goals, objectives, and programs of the District.
- ~~Personnel~~B. Personnel policies. ● ~~Terms~~
- C. Sexual harassment.
- D. Terms of employment.
- ~~General~~E. General disciplinary rules and procedures.
- ~~Salary~~F. Salary and fringe-benefit plans.
- ~~Self~~G. Self-improvement opportunities.
- ~~The~~H. The evaluation program and name(s) of evaluator(s).
- ~~I~~. Handling of body fluids.
- J. Child abuse reporting responsibilities.

Adopted: date of ~~manual~~ Manual adoption

LEGAL REF.:

A.R.S.

[15-341](#)



## **GCI © PROFESSIONAL STAFF DEVELOPMENT**

The Board recognizes its particular responsibility to provide opportunity for the continual professional growth of its certificated staff. Such opportunities include, within budgetary limitation, special in-service training courses, workshops, school or District visitations, conferences, professional library, and assistance from supervisors and consultants.

In line with such opportunities, the Board encourages educational research by staff members when the conduct of the project does not conflict with the major functions of the schools.

### **In-Service Training Courses**

The Superintendent may establish local in-service training courses for teachers and other certificated employees in the schools, credit for which may be granted beyond the bachelor's degree in the manner that graduate courses in institutions of higher learning are taken into account.

This credit may be granted in cases where the scope, level, quality, and content of the local course is equal to college graduate work and the instructor is qualified to teach on the college level. The Superintendent may establish reasonable rules by which to select such courses and designate them for credit. The number of credits to be granted for each course shall be determined by the Superintendent.

The attendance of teachers in these courses shall be recorded, and no credit shall be allowed unless the teacher has completed the assigned work of the course.

If the District compensates the staff member for attending in-service training courses, no credit shall be allowed for advancement on the salary schedule.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-342](#)

# Compare GCJ © PROFESSIONAL STAFF PROBATIONARY

first

## AND CONTINUING STATUS (version 2 to 1)

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### GCJ © PROFESSIONAL STAFF PROBATIONARY AND CONTINUING STATUS

*Probationary teacher* means a certificated teacher who is not a continuing teacher.

*Continuing teacher* means:

- ~~a~~ **A.** a certificated teacher who has been and is currently employed by the District for the major portion of three (3) ~~consecutive~~ **consecutive** school years, and;
- ~~who~~ **B.** **who** has not been designated in the lowest performance classification for the previous school year or who ~~has not~~ **has not** regained continuing status after being designated as a probationary teacher.

A continuing teacher becomes a probationary teacher in the school year following having been designated in the lowest performance classification and shall remain a probationary teacher until that teacher's performance classification is designated in either of the two (2) highest performance classifications.

Administrators are not covered under the terms of the teacher appointment and evaluation statutes and do not gain credit toward continuing status.

Adopted: ~~August 8, 2013~~ **date of Manual adoption**

LEGAL REF.:

A.R.S.

[15-501](#)

[15-502](#)

[15-536](#)

[15-538.01](#)

[15-539](#)

[15-544](#)

[15-546](#)

[15-547](#)

A.G.O.

178-150

178-286

I80-113

I83-131

I84-048

CROSS REF.:

[GCO](#) - Evaluation of Professional Staff Members



**GCK ©**  
**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 (1) 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 shall 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 apply for 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.

Adopted: August 8, 2013



## GCK-R

### REGULATION

#### PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

Assignment and transfer procedures are as follows.

#### **Voluntary Reassignment**

Definitions:

- Reassignment. Movement of a teacher to another grade level or academic subject area within a school or movement within a department.
- Voluntary movement. The reassignment is requested by the teacher.
- Vacancy. Any presently unfilled teaching position or a position that may develop.

Procedure for informing the staff of vacancies:

- Any teacher submitting a Voluntary Reassignment/Transfer Form requesting reassignment shall be notified of applicable vacancies by the administrator.
- The site administrator, by March 10, shall post a tentative list of teaching positions needed within departments and/or grade levels for the following school year.

Procedure for handling voluntary reassignment:

- When filling existing vacancies, the administrator will consider requests for voluntary reassignment.
- The requests shall be submitted to the administrator on the Voluntary Reassignment/Transfer Form by March 15. Such requests shall be valid until the first contract day for returning teachers for the following school year. The last Voluntary Reassignment/Transfer Form submitted by an individual teacher supersedes any previously submitted requests by that teacher.
- The site administrator will hold a conference with each teacher who submits a request for reassignment to a known vacancy prior to filling the vacancy. During the conference, the Conference Guide for Reassignment will be completed. A teacher requesting more than one (1) voluntary reassignment for known vacancies will be given one (1) conference to discuss all requests.
- All District, state, and federally mandated programs and regulations will be satisfied during a voluntary reassignment.
- By May 15 of each school year, the building principal shall inform staff members of their tentative teaching and room assignments for the ensuing year.

- The site administrator, prior to the close of the school year, will advise teachers of the status of their requests.
- If a vacancy occurs during the summer, the administrator will consider the written requests. The administrator will contact the teacher and, if the teacher agrees, will notify the teacher and personnel services in writing of the reassignment.
- If the reassignment takes place after the beginning of the school year, the teacher will be given one day of instruction-free time to prepare for the new assignment.
- When reassignment necessitates a room change, the District shall provide the teacher with assistance in moving teaching materials to the new location, if the teacher makes such request in writing.

## **Involuntary Reassignment**

### Definitions:

- **Reassignment.** Movement of a teacher to another grade level or academic subject area within a school, or movement within a department.
- **Involuntary reassignment.** The reassignment request is initiated by the administration. Involuntary reassignment may be required when these things occur: (1) an unfilled teacher position, (2) an increase in grade-level student enrollment, (3) a decrease in grade-level student enrollment, (4) program changes, or (5) as the Superintendent determines is otherwise in the best interest of the District.

### Procedure for handling involuntary reassignments:

- When no voluntary transfer or reassignment can be effected, the procedure for involuntary reassignment will be implemented.
- All District, state, and federally mandated programs and regulations will be satisfied during an involuntary reassignment.
- Involuntary reassignment will be made after completion of the Conference Guide for Reassignment. The administrator will meet with the teacher to discuss the conference guide and reasons for the involuntary reassignment.
- Whenever possible, teachers shall be involuntarily reassigned within two (2) grade levels contiguous to their present grade levels.
- By May 15 of each school year, the building principal shall inform staff members of their tentative teaching and room assignments for the ensuing year.
- If a teacher is to be involuntarily reassigned during the summer, the administrator will notify personnel services and the teacher, in writing, at the summer forwarding address.
- If an involuntary reassignment takes place after the beginning of the school year, the Superintendent or Acting Superintendent will consider all requests for voluntary reassignment and transfer before making a decision.
- If the involuntary reassignment takes place after the beginning of the school year, the teacher will be given one (1) day of instruction-free time to prepare for the new assignments.

- When an involuntary reassignment necessitates a room change, the District shall provide the teacher with assistance in moving teaching materials to the new location, if the teacher makes such request in writing.

## **Voluntary Transfer**

### Definitions:

- **Transfer.** The movement of a teacher from one school or department (i.e., special education, art, music, P.E., home economics, industrial arts, or regular education) to another.
- **Voluntary transfer.** A voluntary transfer is one initiated by a teacher.
- **Vacancy.** Any present unfilled teaching position or a position that may develop.

Procedure for posting of vacancy notices. The executive director of personnel services shall post by April 1, in all school buildings, a tentative list of teaching positions needed within departments and/or grade levels for the following year.

### Procedure for handling voluntary transfers:

- When a vacancy exists, personnel will review existing voluntary transfer/reassignment requests to determine if there is a volunteer for transfer. If the existing vacancy can be filled voluntarily, voluntary transfer/reassignment procedures shall be followed.
- A teacher who wishes to be placed in a vacant position similar to the current one will be given the opportunity to apply for such transfer or reassignment. Every effort will be made to place such teachers in grade-level assignments that are as close as possible to the ones they then hold.
- In all cases, qualifications of employees and the needs of the instructional program will be considered in final placement decisions.
- After considering all voluntary assignment requests, and qualified employees who meet the needs of the instructional program are identified, the priority for filling positions will be as follows:
  - Voluntary transfer requests by teachers serving more than three (3) years whose current positions have been eliminated by closing, opening, reorganizing at the site, or reducing their programs.
  - Voluntary transfers of teachers serving more than three (3) years whose positions have been eliminated at their present schools and who are requesting placement in new assignments without interviews.
  - All other voluntary transfer requests by teachers serving more than three (3) years or more.
  - All other voluntary transfer requests by teachers serving less than three (3) years.
  - Involuntary transfer.
  - Leaves.

- RIF list.
- New hires. (The administration will make every effort to involve teachers in the screening, interviewing, and recommendation-for-hiring process for new teachers.)

## **Involuntary Transfers**

Definition:

- Involuntary transfer. The movement of a teacher from one school or department to another that is initiated by the administrator. The Superintendent shall determine when a transfer is in the best interest of the District.

Procedure for handling involuntary transfers:

- When no voluntary transfer or reassignment can be effected, the procedures for involuntary transfer will be implemented.
- When an involuntary transfer is necessary, a teacher's certification/endorsement and District seniority will be used in determining which teacher will be transferred.
- All federally and state-mandated programs and regulations will be satisfied during an involuntary transfer.
- After satisfying the above certification/endorsement requirements, the teacher with the least District seniority at that school will be transferred. Whenever possible, teachers will be involuntarily transferred within two (2) grades contiguous to their present grades.
- When the involuntary transfer procedures must be implemented, the personnel department will provide a current, accurate seniority ranking list to the building administrator. Teachers affected by involuntary transfer will have the right to review this document to confirm their seniority rankings for transfer purposes.
- Seniority shall not be a determinant when a transfer is necessitated for reasons other than reduction in force.
- Seniority will be determined in accordance with the District's Policy GCPA (Reduction in Force for Professional Staff). Seniority will be:
  - Maintained when time is lost because of an occupation-related accident.
  - Maintained and will accrue when the employee is using accrued sick leave or long-term disability leave in the academic year during which the long-term disability leave is granted.
  - Maintained and will accrue during periods of RIF if the employee is rehired in the academic year following the RIF action.
  - Maintained during leaves of absence, paid or unpaid, that are approved by the Board.
- An involuntary transfer shall be made only after a meeting between the teacher involved and the building principal, at which time the teacher shall be notified in writing of the reason for the involuntary transfer. The teacher may consult with the assistant to the Superintendent for personnel services.

- During times of teacher inaccessibility, a registered letter shall be sent informing the teacher of pending transfer.

Advance notice of proposed transfers and assistance in moving materials:

- By May 15 of the current school year, the principal/supervisor shall post an "updated" tentative list of teaching assignments, unit assignments, and room assignment, if different from the previous year, for the coming school year.
- When an involuntary transfer occurs over the summer, personnel services will notify the teacher in writing of the new assignment.
- The teacher will be advised to contact the school principal for grade level and room assignment.
- If a teacher is transferred from one school site to another school site or is transferred/reassigned within the same school after the beginning of a school year, the teacher shall be provided at least one (1) day of instruction-free time to be utilized in preparation for the new assignment.
- In both of the above instances, the District shall provide the teacher with assistance in moving materials to the new location, if the teacher makes such request in writing.

Procedure to be utilized when a school is closed, opened, or reorganized:

- When a school/program is to be closed, opened, or reorganized, the teachers at that school may request voluntary transfer or reassignment in accordance with the District policy for voluntary transfer and reassignment.
- If the teachers at a school to be closed, opened, or reorganized do not request voluntary transfer or reassignment, then the procedures for involuntary transfer or reassignment will be followed.

### **Review and Revision of Transfer/Reassignment Procedures and Complaints**

Review and revision of transfer/reassignment procedures may be recommended to the Superintendent by the administration or the recognized bargaining agent.



# GCK-EA

EXHIBIT

## PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

### VOLUNTARY REASSIGNMENT/TRANSFER FORM

If you are interested in changing your teaching assignment or moving to a different school and are highly qualified in the grade or subject area, please fill in the following information. Submit the completed form to Human Resources. It must be received in Human Resources at the Glendale Elementary District office no later than \_\_\_\_\_ (time) on \_\_\_\_\_ (day and date). You may make a request in anticipation of openings for next school year even though there is not a vacancy currently posted. Be sure to keep a copy for your records.

Teacher's name \_\_\_\_\_ Current school \_\_\_\_\_

Current grade level/subject \_\_\_\_\_

I am interested in being considered for the following schools (list three [3] in order of priority; if more than three [3] school or grade levels are indicated, the request will become invalid):

- Landmark (6 - 8)    Imes (K - 8)    Smith (K - 5)    Sine (K - 8)
- Jack (K - 3)    Mensendick (4 - 8)    Burton (K - 8);    American (K - 8)
- Bici North (4 - 8)    Horizon (K - 8)    Challenger (4 - 8)    Bici South (K - 3)
- Discovery (K - 8)    Desert Garden (K - 3)    Coyote Ridge (K - 8)
- Desert Spirit (K - 8)    Sunset Vista (K - 8)

I am interested only in the following grade level or subjects (list 3 in order of priority):

- K    1    2    3    4    5    6    7    8

Subjects \_\_\_\_\_

Number of years taught, grade level, and number of hours in the above subject areas:

Subject/Grade	Years Taught (undergraduate/graduate)	No. of Hrs.
_____	_____	_____
_____	_____	_____
_____	_____	_____

List any other courses, workshops, seminars, or conferences that would support the above subjects (use reverse side if necessary).

\_\_\_\_\_

\_\_\_\_\_

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By signing below I am certifying that I am highly qualified in the grade or subject areas requested.

Teacher's signature \_\_\_\_\_ Date \_\_\_\_\_

Principal's signature \_\_\_\_\_ Date \_\_\_\_\_

In all cases of a transfer, the employee must meet all the qualifications of the position, be in good standing with regard to their job performance, and be supported by the principal for the new assignment. The first priority will be the needs of the instructional program.

Note to principals: Please send the original of the request for Voluntary Transfer to Human Resources. The request for Voluntary Reassignment should be kept on file at the school. These forms should be kept on file for a period of one (1) year.

Note to teachers: This request does not guarantee that you will be placed in the vacant position. Your request merely guarantees that you will be considered for vacancies. The last submitted Voluntary Reassignment/Transfer Form by an individual teacher supersedes any previously submitted requests by that teacher. The last submitted Voluntary Reassignment/Transfer Form will be the only one considered valid. No forms will be accepted in Human Resources after \_\_\_\_\_ (time) on \_\_\_\_\_ (day), \_\_\_\_\_ (Date). School personnel will not be responsible for the delivery of these forms.



## GCK-EB

EXHIBIT

### PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

#### CONFERENCE GUIDE FOR REASSIGNMENT

Teacher's Name \_\_\_\_\_ Date \_\_\_\_\_

Administrator's Name \_\_\_\_\_

Position for which reassignment is being considered \_\_\_\_\_

Before the conference, teachers requesting reassignment should complete sections 1 and 2 below and submit this form to their principal/supervisor.

Factors that will be considered during the conference by the administration when reassigning staff will be:

1. Teacher's Level of Training

- a. Degrees held
- b. Graduate hours
- c. Certification/endorsement

Comments \_\_\_\_\_  
\_\_\_\_\_

2. Teacher's Experience

- a. Years of service
  1. District
  2. School
  3. Grade level
  4. Subject area
- b. Professional experiences related to vacancy

Comments \_\_\_\_\_  
\_\_\_\_\_

3. Teacher's Formal Evaluation

- a. Strengths
- b. Weaknesses

Comments \_\_\_\_\_

---

4. Staffing Dynamics

- a. Teaming needs
- b. Department needs
- c. Grade level needs
- d. Program/student needs
- e. Staff relationships

- 1. Personal
- 2. Professional

Comments \_\_\_\_\_

---

Decision to reassign: Yes \_\_\_\_\_ No \_\_\_\_\_

Teachers not selected for the reassignment will receive written comments from the administrator as to why they were not selected. A copy of this form should be given to the teacher and a copy kept on file at the school for a period of one (1) year.



## **GCL PROFESSIONAL STAFF SCHEDULES AND CALENDARS**

The times of the work day will be determined by the District administration and may vary during the year and between schools, within a single school, between grade levels, and different programs. The teacher understands and agrees that there may be occasions requiring the teacher's presence outside of the regular duty hours and the teacher will be present and perform any assigned duties, such duties being part of the teacher's obligations under the teacher's employment contract.

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. Duty assignments will be made by the Superintendent through the principal.

Delay in opening or emergency closing. If an emergency or other circumstance as determined and declared by the Governing Board or authorized designee:

- delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by the employment contracts without alteration of consideration;
- requires rescheduling of holiday periods during the school year, the Governing Boards may do so provided that any such change is consistent with the number of days required by the employment contracts.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-521](#)



**GCMC ©**  
**PROFESSIONAL STAFF MEETINGS**

The Superintendent will arrange for and hold staff meetings as the need may arise. This authority may be delegated to the building principals or other administrators, who may hold such building meetings on a regularly scheduled basis or as they may arise.

All teachers are required to attend any such meetings unless officially excused by the principal or the Superintendent prior to the meeting.

The Board and the administration recognize the value of and encourage grade-level staff meetings, departmental staff meetings, and other meetings as necessary.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-341](#)

CROSS REF.:

[IKACA](#) - Parent Conferences

# Compare GCMF © PROFESSIONAL STAFF DUTIES AND RESPONSIBILITIES (version 2 to 1)

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## GCMF © PROFESSIONAL STAFF DUTIES AND RESPONSIBILITIES

### (Duties of Teachers; Failure to Comply is Unprofessional Conduct; Penalty)

#### **Every teacher shall:**

- ~~Make~~ **A. Make** student learning the primary focus of the teacher's professional time.
- ~~Hold~~ **B. Hold** students to strict account for disorderly conduct.
- ~~Exercise~~ **C. Exercise** supervision over students on the playgrounds and during recess if assigned to such duty.
- ~~Take~~ **D. Take** and maintain daily classroom attendance.
- ~~Make~~ **E. 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~~ **a course** in high school. Such decisions may be overturned only as provided in A.R.S. [15-342](#).
- ~~Comply~~ **F. Comply** with all rules, regulations, and policies of the Governing Board that relate to the duties as prescribed.

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 nonappealable 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.

Adopted: ~~October 3, 2012~~ **date of Manual adoption**

LEGAL REF.:

A.R.S.  
[15-203](#)

[15-341](#)

[15-521](#)

[15-535](#)

[15-539](#)

[15-550](#)

[41-1758.03](#)

CROSS REF.:

[GBEB](#) - Staff Conduct

[GCO](#) - Evaluation of Professional Staff Members

# Compare GCO EVALUATION OF PROFESSIONAL STAFF

first

## MEMBERS (version 5 to 4)

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### GCO EVALUATION OF PROFESSIONAL STAFF MEMBERS

The process and purpose of evaluation for certificated professional staff members is to result in improvement of the quality of instruction and the strengthening of the abilities of the professional staff.

#### Definition of Terms

In this policy:

- A. **Certificated teacher** means a person who holds a certificate from the State Board of Education to work in the schools of this state and who is employed under contract in a position that requires certification, except a psychologist or an administrator devoting less than fifty percent (50%) of his time to classroom teaching.
- B. **Inadequacy of classroom performance** means the definition of inadequacy of classroom performance adopted by the Governing Board.
- C. **Performance classifications** means the four (4) performance classifications for teachers and principals under the law and defined by the State Board of Education.
- D. **Qualified evaluator** means a school principal or other person who is trained to evaluate teachers and who is designated by the Governing Board to evaluate certificated teachers.

#### Evaluation of Classroom Teachers and Other Certificated Non- administrative Staff Members

The District evaluation instrument will:

- A. Utilize the required elements of the model framework for a teacher and principal evaluation instrument adopted by the State Board of Education;
- B. Include quantitative data on student academic progress that accounts for between thirty-three percent (33%) and fifty percent (50%) of the evaluation outcomes;
- C. Include four (4) performance classifications, designated as highly effective, effective, developing, and ineffective;
- D. Meet the data requirements established by the State Board of Education to annually evaluate individual teachers and principals.

Performance classifications for teachers shall be the same four (4) performance classifications adopted by the State Board of Education. The performance classifications are to be applied to

the evaluation instruments in a manner designed to improve principal and teacher performance. At least annually, the Governing Board will discuss at a public meeting its aggregate performance classifications of principals and teachers.

The District will involve its certificated teachers in the development and periodic evaluation of the teacher performance evaluation system. The following elements will be a part of the evaluation system:

- A. It will meet the requirements prescribed in statute and provide at least one (1) evaluation of each certificated teacher by a qualified evaluator each school year or as provided in Section I.
- B. A copy of the evaluation system shall be given to each teacher in the District.
- C. Specific training requirements for qualified evaluators, approved by the Board, will be included which may involve local or national educator training resources recommended by the Superintendent.
- D. The Superintendent will recommend qualified evaluators to the Board prior to naming evaluators.
- E. The Board will designate qualified evaluators.
- F. Best practices for professional development and evaluator training adopted by the State Board of Education will be considered.
- G. The system will include incentives for teachers in the highest performance classification.
- H. The system will include a plan for the appropriate use of quantitative data of student academic progress in evaluations of all certificated teachers. The plan may make distinctions between certificated teachers who provide direct instruction to students and certificated teachers who do not provide direct instruction to students. The plan may include data for multiple school years and may limit the use of data for certificated teachers who have taught for less than two (2) complete school years.
- I. The District may use an alternative performance evaluation cycle subject to the following:
  - 1. The Governing Board shall adopt policies for an expedited performance review during the years in which a teacher is not undergoing a formal performance evaluation. The expedited performance review policies may classify teacher performance in categories that include teamwork and support for lower-performing teachers.
  - 2. The Governing Board shall allow only teachers who have been evaluated and designated in the highest performance classification for at least three (3) consecutive years by the same school to participate in the alternative performance evaluation cycle.
  - 3. If an expedited performance review under this subsection determines that the teacher is not in the highest performance classification, the teacher shall be removed from the alternative performance evaluation cycle and be reviewed on the established evaluation system.

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.

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.



~~The District teacher evaluation will address the following items (to be inserted in this location after adoption by the Board):~~

~~Item 1~~

~~The Board shall describe performance improvement plans for teachers designated in the lowest performance classification and dismissal or nonrenewal procedures pursuant to section 15-536 or 15-539 for teachers who continue to be designated in the lowest performance classification.~~

~~Item 2~~

~~The Board's dismissal or nonrenewal procedures shall require that the District issue the preliminary notice of inadequacy of classroom performance no later than the second consecutive year that the teacher is designated in one (1) of the two (2) lowest performance classifications unless the teacher is in the first or second year of employment with the District or has been reassigned to teach a new subject or grade level for the preceding or current school year.~~



### Inadequacy of Classroom Performance

A teacher's classroom performance is inadequate if:

- A. the teacher receives a rating of "ineffective" in any of the five (5) Domains on any observation; or
- B. the teacher receives a rating of "ineffective" with respect to the District's evaluation instrument as a whole; or
- C. during each year of two (2) consecutive school years, the certificated teacher receives a rating of "ineffective" or "developing" rating with respect to the evaluation instrument as a whole.

The Superintendent is authorized to issue preliminary notices of inadequacy of classroom performance prior to Governing Board approval. The Superintendent, in consultation with the principal or supervisor of the classroom teacher, will consider any mitigating circumstances before issuing such notices to a classroom teacher who is new to the profession or who was recently reassigned to a new grade level or content area. The Board will be notified within ten (10) school days of such issuance.

A teacher whose evaluation is used as a criterion for establishing compensation and who disagrees with the evaluation may make a written appeal. The teacher shall have the burden of proof in the appeal. The appeal shall go to the Superintendent.

### **Evaluation of Principals, other Administrators and Psychologists**

The Board authorizes the Superintendent to establish a system for the evaluation of principals, other administrators, and certificated school psychologists. Advice will be sought from those to be evaluated in the development of the performance evaluation system for each of these employee classifications.

#### **Evaluation of Principals**

The evaluation system for the evaluation of the performance of principals may include the over-all instructional program, student progress, personnel, curriculum, and facilities. Principals will be given a review of evaluation procedures prior to beginning the process.

The evaluation system for principals may include the following:

- A. Alignment of professional development opportunities to the principal evaluations.
- B. Incentives for principals in one (1) of the two (2) highest performance classifications, which may include multiyear contracts and incentives to work at schools assigned a letter grade of "D" or "F."
- C. Transfer and contract processes for principals designated in the lowest performance classification.

Subject to statutory limitations, the Board shall make available the evaluation and performance classification pursuant to A.R.S. [15-203](#) of each principal in the District to school districts and charter schools that are inquiring about the performance of the principal for hiring purposes.

#### **Evaluation of Other Administrators**

The format for the evaluation system for other administrators (other than the Superintendent) will be developed under the leadership of the Superintendent, focusing on the responsibilities and outcomes which support the over-all instructional program and needs of the District. Evaluation procedures, timelines, and methods to be used for the communication of evaluation results will be reviewed with each employee prior to beginning the process.

#### **Evaluation of Certificated School Psychologists**

The evaluation system for certificated school psychologists shall include the following:

- A. Recommendations as to areas of improvement in the performance of the certificated school psychologist if the performance warrants improvement.
- B. After transmittal of an assessment, a Board designee shall confer with the certificated school psychologist to make specific recommendations as to areas of improvement in performance.
- C. The Board designee shall provide assistance and opportunities for the certificated school psychologist to improve his performance and shall follow up after a reasonable

period of time for the purpose of ascertaining that adequate performance is being demonstrated.

D. Appeal procedures for certificated school psychologists who disagree with the evaluation of their performance, if the evaluation is for use as criteria for establishing compensation or dismissal.

### **Contracts of Certificated Employees**

The Governing Board may transmit and receive contracts of certificated employees in an electronic format and may accept electronic signatures on those contracts. The Superintendent will develop procedures for the implementation of this discretionary process.

The Governing Board may adopt requirements that require electronic signatures to be followed by original signatures within a specified time period.

Adopted: <-- z2AdoptionDate -->

#### LEGAL REF.:

A.R.S.

[15-203](#)

[15-502](#)

[15-503](#)

[15-536](#)

[15-537](#)

[15-537.01](#)

[15-538](#)

[15-538.01](#)

[15-539](#) *et seq.*

[15-544](#)

[15-549](#)

[15-918.02](#)

[15-977](#)

A.A.C.

[R7-2-605](#)

#### CROSS REF:

[GCB](#) - Professional Staff Contracts and Compensation

[GCF](#) - Professional Staff Hiring

[GCJ](#) - Professional Staff Noncontinuing and Continuing Status

[GCK](#) - Professional Staff Assignments and Transfers

[GCMF](#) - Professional Staff Duties and Responsibilities

[GCQF](#) - Discipline, Suspension, and Dismissal of Professional Staff Members

[GDO](#) - Evaluation of Support Staff Members

## Compare GCO-RA © (version 2 to 1)

first Click on the changed parts for a detailed description. Use the left and right arrow keys to walk last through the modifications.

### GCO-RA ©

#### REGULATION

#### EVALUATION OF PROFESSIONAL STAFF MEMBERS

##### Evaluators

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](#)]

The Superintendent shall implement the specific training requirements for qualified evaluators prescribed by the Governing Board.

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.

##### ***Classroom Observations by Evaluator:***

- ~~The A.~~ The teacher performance evaluation system shall include at least two (2) actual classroom observations ~~of the~~ of the certificated teacher demonstrating teaching skills in a complete and uninterrupted lesson by the ~~qualified evaluator~~ qualified evaluator. However, the Governing Board may waive the requirement of a second classroom observation ~~for a~~ for a continuing teacher whose teaching performance based on the first classroom observation places ~~the teacher~~ the teacher in one (1) of the two (2) highest performance classifications for the current school year, unless ~~the teacher~~ the teacher requests a second observation.
- ~~There B.~~ There shall be at least sixty (60) calendar days between the first and last observations.
- ~~Preliminary C.~~ Preliminary notice of inadequacy may follow the first observation.
- ~~The D.~~ The last observation may follow the issuance of a preliminary notice of inadequacy of classroom performance, ~~the~~ the completion of any performance improvement plan and be used to determine whether the teacher ~~has corrected~~ has corrected inadequacies and has demonstrated adequate classroom performance.
- ~~An E.~~ An observation shall not be conducted within two (2) instructional days of any scheduled period in ~~which school~~ which school is not in session for one (1) week or more.

● ~~Informal~~-F. Informal or additional formal observations may be made at the discretion of the administrator. ~~Observations that~~ Observations that do not constitute a complete and uninterrupted lesson shall not be ~~considered in~~ considered in determining performance ratings and may only be used to provide feedback to improve instructional performance.

### ***Procedural Steps in the Process of Evaluation:***

● ~~The~~-A. The evaluation procedures shall be reviewed at each school. At the beginning of the school year, the ~~principal shall~~ principal shall meet with the school's faculty for the purpose of orienting the teachers to the total evaluation plan. ~~Any teacher~~ Any teacher that is hired after the school year begins must also be given a review of evaluation procedures prior ~~to the~~ to the teacher's evaluation.

● ~~Within~~-B. Within ten (10) business days after each observation, the qualified evaluator observing the teacher shall ~~provide~~ shall provide written feedback to the teacher and a copy shall be retained for the principal's file. A third ~~copy shall be~~ copy shall be placed in the teacher's personnel file and made available to authorized District officers and employees and ~~employees and~~ as otherwise provided by law.

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

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

● ~~The~~-E. The certificated teacher may initiate a written reaction or response to the evaluation. The official ~~evaluation shall~~ evaluation shall be reduced to writing and signed by both the teacher and the evaluator. The teacher's signature shall ~~not~~ 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.

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

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

### ***Preliminary Notice of Inadequacy of Classroom Performance:***

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

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

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

### **Nonrenewal/Dismissal of Certificated Employees:**

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

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

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

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

●—~~The E.~~ The Governing Board shall give any certificated teacher notice of intention to dismiss or not to reemploy ~~if such~~ if such intention is based on charges of inadequacy of classroom performance. The Governing Board or ~~its authorized~~ its authorized representative at least forty-five (45) instructional days before such notice, shall give the ~~teacher written~~ teacher written preliminary notice of inadequacy of classroom performance, specifying the nature thereof with ~~such particularity~~ 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~~ inadequacy of classroom performance shall not be issued until the District has completed an observation at the ~~conclusion of~~ conclusion of a performance improvement plan.

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

## Contracts of Certificated Employees

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.

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.

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.

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.

Receipt is considered to have occurred when the written contract is:

- ~~personally~~ A. personally delivered,
- ~~placed~~ B. placed in the teacher's school-provided mailbox, including electronic mail, or
- ~~two~~ C. two (2) days after being placed in a United States Postal Service mail box.

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.

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:

- ~~If~~ A. If a contract has not been transmitted to the certificated employee by the end of the current school year, ~~an electronic~~ an electronic contract to that certificated employee, if provided in that format by the District, shall be ~~transmitted prior~~ transmitted prior to the start of the next school year and 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~~ the offer of contract.
- ~~Each~~ B. Each certificated employee shall be responsible for submitting his or her personal e-mail to human ~~resources personnel~~ resources personnel at the District for this purpose.
- ~~Documents~~ C. Documents transmitted in an electronic format pursuant to this subsection shall be considered ~~written documents~~ written documents for the purposes of sections [15-536](#) and [15-538.01](#).
- ~~If~~ D. If the Governing Board has so adopted, electronic signatures are to be followed by original signatures within ~~a specified~~ a specified time period.

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

***Principals, Other Administrators and  
Certificated School Psychologists:***

- ~~Evaluation A.~~ Evaluation will be a cooperative procedure, with the evaluator and the evaluatee having full knowledge of ~~the criteria~~ the criteria and process.
- ~~The B.~~ The results of an annual evaluation shall be in writing, or be provided in electronic format, to the evaluatee ~~and a~~ and a copy shall be transmitted or provided in an electronic format within five (5) business days after completion ~~of the~~ of the evaluation.
- ~~Evaluation C.~~ Evaluation documents and procedures shall be developed based on the unique responsibilities ~~and expectations~~ and expectations inherent in the assignment.
- ~~The D.~~ The evaluation and performance classification of each principal in the District will be made available to ~~school districts~~ school districts and charter schools that are inquiring about the performance of the principal for hiring purposes.

**Principal, Other Administrator, and  
Certificated School Psychologist  
Contract Renewal**

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.

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.



## **GCO-RB ©**

### **REGULATION**

#### **EVALUATION OF PROFESSIONAL STAFF MEMBERS**

##### **(Procedures for Appeal of Evaluation)**

When an evaluation is used as the criterion for establishing a teacher's compensation, the teacher will be so informed at the conference where the evaluation is discussed.

A teacher whose evaluation is used as a criterion for establishing compensation and who disagrees with the evaluation may make a written appeal to the Superintendent no later than ten (10) days after the conference where the disputed evaluation is discussed.

The appeal to the Superintendent shall be limited to the sole issue of how the evaluation procedure used is at variance from the Board-adopted procedure. The burden of proof is on the teacher and the appeal may consist of a paper review. The decision of the Superintendent shall be final and not subject to further appeal or review.



**GCP ©**  
**PROFESSIONAL STAFF PROMOTIONS**

The Superintendent will fill positions of increased responsibility with the best available candidates. Candidates will be considered both from within and from outside the District.

Adopted: date of manual adoption



**GCQ ©  
PROFESSIONAL STAFF  
TERMINATION OF EMPLOYMENT**

Refer to Policy [DKA](#).

# Compare GCQA PROFESSIONAL STAFF REDUCTION IN FORCE (version 2 to 1)

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## GCQA © PROFESSIONAL STAFF REDUCTION IN FORCE

~~The Governing Board may eliminate teachers in the District in order to effectuate economies in the operation of the District or to improve the efficient conduct and administration of the schools of the District. 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.~~

~~The Superintendent will follow the guidelines below when implementing a reduction in force:~~

- ~~• Normal attrition will be relied upon as the first means of reducing the number of positions.~~

- ~~• If attrition does not accomplish the required reduction in staff, the~~

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

**A. The Superintendent shall submit to the Board recommendations for the **release termination** of specific staff members. ~~Factors to be considered in recommending the release of specific teachers~~ **The criteria used in formulating these recommendations shall include, but shall not necessarily be limited to, the following:****

- ~~■ Staffing requirements to continue educational programs.~~
- ~~■ Educational and other qualifications, including federal and state requirements, that are needed~~ **1. Qualifications and certification of staff members to accomplish the District's educational programs and mission.**
- ~~■ Job performance, competency and effectiveness as recorded in written evaluations and other evidence of a teacher's performance, e.g. informal observations, letters of reprimand, improvement plans, etc., and compliance with adopted District policies and mandates.~~
- ~~■ Overall teaching experience in relevant grade levels and subjects, including experience at other comparable educational institutions or in other comparable programs.~~
- ~~■ District-specific academic training on District initiatives or programs~~ **program, including certification requirements for specialty categories and designation as a highly qualified teacher.**

**2. Overall teaching experience, academic training, and ability.**

### 3. 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.

Adopted: ~~March 9, 2010~~ date of Manual adoption

LEGAL REF.:

A.R.S.

[15-502](#)

[15-503](#)

[15-544](#)

A.G.O.

178-286

CROSS REF.:

[GCB](#) - Professional Staff Contracts and Compensation

# Compare GCQC © RESIGNATION OF PROFESSIONAL STAFF

first

## MEMBERS (version 4 to 2)

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### GCQC © 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~~ **may** be subject to the penalty as provided under Arizona statutes and State Board of Education regulations.

Adopted: date of

~~manual~~

Manual adoption

LEGAL REF.:

A.R.S.

[15-545](#)

[23-353](#)

A.A.C.

[R7-2-205](#)

## Compare GCQC EXCHANGE TEACHING (version 2 to 1)

first

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

last

### ~~GCQC~~

### ~~EXCHANGE TEACHING~~

Arizona Revised Statutes 15-131 Exchange Teacher Agreement:

~~The governing board of any school district in the state or the board of regents of the universities and state colleges of Arizona may enter into agreements with any foreign country, state, territory, or possession of the United States, or other school district within the state for the exchange and employment of teachers or professors having required certificates in this state and teachers or professors in the public schools, universities, or colleges of any foreign country, state, territory, possession, or other school district within the state, having certification or qualifications equivalent to that of the exchange teacher or professor of this state.~~

~~The teacher exchange will be for only one (1) school year.~~

~~Teachers with five (5) or more years of teaching experience within the District are eligible.~~

~~One (1) teacher per school during a fiscal year may be granted exchange.~~

~~Teachers who have participated in the teacher exchange program are eligible once every four (4) years.~~

~~The exchange teacher will submit in writing how the exchange will benefit District students, especially in the teacher's classes.~~

~~The exchange teacher must also submit in writing the benefits of having a teacher from another state or country teaching the class.~~

~~The school principal's beliefs regarding the benefits that will occur from the exchange of teachers must be submitted in writing.~~

~~The Superintendent will make the final recommendation to the Governing Board.~~

~~The procedures that will be followed by both exchanging districts are:~~

- ~~• The names and resumés of the exchange teachers will be submitted to the respective receiving districts for approval.~~
- ~~• A contract will be made between the two (2) districts on the exchange of the teachers.~~
- ~~• The teachers' salaries will be paid by the respective sending districts.~~
- ~~• Housing is not arranged by the school districts, but it may be arranged by both exchange teachers.~~
- ~~• The sending district of the teacher will pay the substitute teacher's rate to provide for sick leave.~~

- ~~● Evaluation will be done on all exchange teachers by the respective receiving school districts.~~

~~Adopted: date of manual adoption~~

~~LEGAL REF.:~~

~~A.R.S.~~

~~15-131 et seq.~~



**GCQE  
RETIREMENT OF PROFESSIONAL  
STAFF MEMBERS**

**(Teacher Longevity Program)**

The Teacher Longevity Program is intended to provide teachers with the opportunity to receive an incremental increase in salary during the final two (2) years of employment in exchange for additional days worked and the voluntary release, by the employee, of tenure rights or employee benefits rights accrued during such employment.

A teacher with twenty (20) or more years of service in the District may work for up to twenty (20) extra contract days at per diem rate for two (2) years. The purpose is to utilize teachers with relevant experiences and expertise to assist in curriculum planning, teaching and program development during the summer months or intersession breaks. This incentive is not related to any age restriction; only to years of experience in the Glendale Elementary School District.

Each eligible teacher shall commit to a two (2) year agreement by January 15 of the year in which they will begin the Longevity Incentive Plan. Employees must complete the application for Teacher Longevity Incentive Plan and submit the form to human resources. The employee shall be notified of acceptance into the plan once the Governing Board has approved the budget for the following year. At the time of acceptance into the Teacher Longevity Program, the teacher shall submit an irrevocable letter of the teacher's intent to retire at the end of the two (2) year period.

Enrollment in this plan will be limited to thirteen (13) teachers each year, based on seniority and subject to sufficient funds in the District's budget. Additional teachers will be eligible to participate in the plan if District funds allow. The additional teachers selected for participation will be determined on a priority basis with the years of service in the District being the determining factor.

Adopted: August 11, 2009

LEGAL REF.:

A.R.S.

[38-711](#) et seq.

[38-741](#) et seq.



**GCQEA**  
**RETIREMENT OF PROFESSIONAL /**  
**SUPPORT STAFF MEMBERS**  
**(District Supplemental Retirement Program)**

The District offers a supplemental retirement program consisting of partial reimbursement for health/dental insurance premiums to eligible employees who retire from the District.

**Eligibility**

To be eligible for this program an employee must meet all of the following criteria:

- The employee must have been hired by the District prior to July 1, 2016.
- The employee must have reached any combination of age and years of service which would qualify the employee to be eligible for standard (not early) retirement benefits with the Arizona State Retirement System (ASRS), and the employee must retire and accept benefits from ASRS.
- The employee must have completed at least fifteen (15) consecutive years of full-time employment with the District immediately prior to retirement.
- The employee must be at least fifty-five (55) years old, unless the employee has completed thirteen (13) or more years of service prior to July 1, 2013, in which case the age requirement is waived.
- If the employee has worked for the district for thirty (30) or more years, the fifty-five (55) year old age requirement is waived.

The fifteen (15) consecutive years of full-time employment must be immediately prior to the effective date of the retirement. A Board-approved leave of absence will not be considered an interruption of consecutive service, but neither shall it be counted as part of the fifteen (15) consecutive years of service.

**Benefits**

In consideration of retirement from full-time employment and relinquishment of any right to continued full-time employment, the District will reimburse the retired employee for a portion of the retired employee's health insurance premium according to the following schedule and based upon the employee's years of consecutive service as of July 1, 2016:

- 13-15 years of consecutive service as of July 1, 2016 - \$400 per month
- 11-12 years of consecutive service as of July 1, 2016 - \$360 per month
- 9-10 years of consecutive service as of July 1, 2016 - \$320 per month
- 7-8 years of consecutive service as of July 1, 2016 - \$280 per month
- 5-6 years of consecutive service as of July 1, 2016 - \$240 per month
- 2-4 years of consecutive service as of July 1, 2016 - \$200 per month

Employees will be entitled to any portion of this premium and any subsidy paid by the Arizona State Retirement System (ASRS), but in no event will the District pay to the employee more

than the actual cost of the employee's insurance premium after accounting for the subsidy received from ASRS.

Benefits payable under this program shall cease when the individual reaches age sixty-five (65). Benefits payable under this program shall also cease during any period of time when the individual is not enrolled in a group health/dental plan insurance option offered by the Arizona State Retirement System.

Although dependent coverage may be available through the Arizona State Retirement System, the District's supplemental retirement program does not provide any reimbursement for the premium cost of coverage for anyone but the retired employee.

The District will reimburse the retiree by lump sums payable in June (for the period covering January through June) and December (for the period covering July through December) of each year for which benefits are payable under this program. The District's subsidy payments will be made in arrears. The retiree must pay the premium initially and provide proof of payment to the District in order to receive reimbursement.

#### Request to Participate in Program

To facilitate proper budgeting, notice of an employee's intent to enroll in this program must be given in writing (on a form prepared by the District) to the District's personnel department by March 20 of the fiscal year preceding the fiscal year in which retirement is planned under this program. For extenuating circumstances, and at the discretion of the Superintendent, this condition of advance notice may be waived.

#### Conditions and Restrictions

Admittance to the program must be approved by the Governing Board, upon recommendation of the Superintendent.

Due to budget limitations, and at the discretion of the Governing Board, this program may be cancelled or a limitation may be established on the number of eligible retirees each year. If it is necessary to impose a limitation on the number of eligible retirees in any year, District seniority will be used to determine priority order for acceptance of eligible employees into the program. In the case of identical District seniority, the individual of the most senior age will be given priority.

An employee is not eligible for retirement under this program on or after age sixty-five (65) as no benefits would be payable.

Retirement under this program constitutes an agreement by the employee to retire from employment and waives any right to continued employment with the District.

This program is subject to the applicable laws and regulations of the State of Arizona, the lawful rules and regulations of the State of Arizona Board of Education, and the policies of the District.

#### Modifications

The funds to pay for this program come from the Maintenance and Operations portion of the District's budget. Each year through the meet and confer process the District may conduct a survey of all employees to determine if they wish to modify this program or its benefits. This program and its benefits may be modified in the course of meet and confer, subject to approval of the Board; provided, however, if any modification is made to the program or its benefits such modifications shall not affect the rights of employees under the existing program who:

(a) have already retired under the program;

(b) have satisfied the existing program's eligibility criteria for years of service prior to the approval of the Board of any changes proposed through meet and confer.

Persons who have already retired under this program cannot have their benefits modified through recommendations made from the meet and confer process. Employees who fall under category (b) may, at their option, retire under the existing program or the program as modified through Board approval of a recommendation emanating from the meet and confer process.

The Governing Board has the right at all times to consider the continuation of this benefit pending the availability of funds.

Adopted: February 26, 2016

LEGAL REF.:

A.R.S.

[15-502](#)



**GCQF ©**  
**DISCIPLINE, SUSPENSION, AND**  
**DISMISSAL OF**  
**PROFESSIONAL STAFF MEMBERS**

**Categories of Misconduct**

Certificated staff members may be disciplined for infractions that include, but are not limited to, the following categories:

- A. Engaging in unprofessional conduct.
- B. Committing fraud in securing appointment.
- C. Exhibiting incompetency in their work.
- D. Exhibiting inefficiency in their work.
- E. Exhibiting improper attitudes.
- F. Neglecting their duties.
- G. Engaging in acts of insubordination.
- H. Engaging in acts of child abuse or child molestation.
- I. Engaging in acts of dishonesty.
- J. Being under the influence of alcohol while on duty.
- K. Engaging in the illicit use of narcotics or habit-forming drugs.
- L. Being absent without authorized leave.
- M. Engaging in discourteous treatment of the public.
- N. Engaging in improper political activity.
- O. Engaging in willful disobedience.
- P. Being involved in misuse or unauthorized use of school property.
- Q. Being involved in excessive absenteeism.
- R. Carrying or possessing a weapon on school grounds unless they are peace officers or have obtained specific authorization from the appropriate school administrator.

**Statutory Requirements**

Certificated staff members disciplined under A.R.S. [15-341](#), A.R.S. [15-539](#), or other applicable statutes:

- A. May not be suspended with or without pay for a period exceeding ten (10) school days under A.R.S. [15-341](#).
- B. May be suspended without pay for a period of time greater than ten (10) school days or dismissed under A.R.S. [15-539](#).
- C. Shall be disciplined under procedures that provide for notice, hearing, and appeal, subject to the requirements of A.R.S. [15-341](#) or A.R.S. [15-539](#), whichever is appropriate.
- D. Shall, if disciplined under A.R.S. [15-539](#) or other applicable statutes, excluding A.R.S. [15-341](#), receive notice in writing served upon the certificated staff member personally or by United States registered or certified mail addressed to the employee's last-known address. A copy of charges specifying instances of behavior and the acts of omissions constituting the charge(s), together with a copy of all applicable statutes, shall be attached to the notice.
- E. Shall have the right to a hearing in accordance with the following:
  - 1. *Suspension under A.R.S. [15-341](#)*. The supervising administrator will schedule a meeting not less than two (2) days nor more than ten (10) days after the date the certificated staff member receives the notice.
  - 2. *Dismissal or dismissal with suspension included under A.R.S. [15-539](#)*. A certificated staff member's written request for a hearing shall be filed with the Board within ten (10) days after service of notice. The filing of a timely request shall suspend the imposition of a suspension without pay or a dismissal pending completion of the hearing.

### **General Provisions for Discipline Under A.R.S. [15-341](#)**

General provisions for discipline are as follows:

- A. *Informal consultation*. Nothing contained herein will limit a supervising administrator's prerogative to engage in informal consultation with a certificated employee to discuss matters of concern related to the employee's performance, conduct, et cetera; however, when it is apparent that disciplinary action toward a certificated employee is likely to become a part of the certificated staff member's personnel record as permitted by A.R.S. [15-341](#), the procedures outlined herein shall be followed.
- B. *Persons authorized to impose discipline*. Any supervising administrator who is the immediate or primary supervisor of a certificated staff member is authorized to impose a penalty or penalties, short of dismissal. Only the Board may dismiss a certificated staff member.
- C. *Notice*. Any person who is required by this policy to give written notice to any other person affected by this policy may do so by any means reasonably calculated to give the recipient actual knowledge of the notice within a reasonable amount of time. When time is calculated from the date a notice is received, the notice is deemed to be received on the date it is hand delivered or three (3) calendar days after it is placed in the mail.
- D. *Administrative discretion*. In adopting these policies and procedures, it is the intention of the District that they be interpreted and applied in a reasonable fashion. The policies and regulations are not intended to restrict or eliminate the discretion traditionally afforded to supervising administrators to determine whether discipline is appropriate.

Supervising administrators are therefore directed to continue to use reasonable discretion in determining whether a particular alleged violation merits discipline.

E. *Right not to impose discipline.* The District reserves the right not to discipline a certificated staff member for conduct that violates this policy.

F. *Definition of work days.* For the purposes of this policy, a work day is any day that the District's central administrative office is open for business.

G. *Additional reasons for discipline.* A certificated staff member may be disciplined for conduct that has occurred but that, at or near the time of misconduct, was not the subject of or identified as a reason for a specific proceeding under this policy.

## **Procedure for Discipline Under A.R.S. [15-341](#)**

The following procedures will be used to impose any discipline that 1) shall become a part of the certificated staff member's personnel record and 2) is permitted under A.R.S. [15-341](#):

### ***Step 1 - Notice:***

A. Upon the supervising administrator's determination of the existence of cause to impose discipline, the supervising administrator shall notify the certificated staff member of intent to impose discipline. The notice shall be in writing and shall be delivered in person or by first-class mail. The notice shall include the following:

1. The conduct or omission on the part of the certificated staff member that constitutes the reason for discipline.
2. A scheduled meeting time between the supervising administrator and the certificated staff member. Such meeting shall be scheduled not more than ten (10) working days after the date the certificated staff member receives the notice.
3. A statement of the disciplinary action the supervising administrator intends to impose, including, if applicable, the number of days of suspension with or without pay.
4. Copies of any available relevant documentation, at the discretion of the supervising administrator.

### ***Step 2 - Discipline Hearing:***

A. At the hearing, the supervising administrator shall discuss with the certificated staff member the conduct that warrants disciplinary action and shall provide the certificated staff member with any appropriate evidence and a copy of relevant documentation if not previously provided.

B. The supervising administrator shall conduct the hearing in an informal manner, without adherence to the rules of evidence and procedure required in judicial proceedings.

### ***Step 3 - Decision (in writing):***

At the hearing, or within ten (10) working days following the hearing, the supervising administrator shall, in writing, inform the certificated staff member of the decision. If the decision is to impose discipline, written notice of the discipline shall be enclosed. The written notice of the decision shall state that a copy of the notice, decision, and a record

of the disciplinary action shall be placed in the certificated staff member's personnel file and shall specify the date the discipline shall be imposed unless the certificated staff member files a written request for appeal within five (5) working days after the decision is delivered to the certificated staff member. If the certificated staff member requests an appeal of the decision, the imposition of any discipline shall be suspended pending the outcome of the appeal.

#### ***Step 4 - Appeal:***

Discipline imposed may be appealed at the next organizational level, in writing, to the appropriate assistant superintendent or the Superintendent. Only when the discipline is determined by the Superintendent shall the appeal be to the Board, which, at its discretion, may appoint a hearing officer. The appeal shall contain a brief statement of the reasons why the certificated staff member believes the administrator's decision is incorrect. Appeal is limited to one (1) organizational level above the level of the supervising administrator who imposed the discipline.

The appeal shall specifically describe the part of the determination with which the certificated staff member disagrees:

- A. Determination was founded upon error of construction or application of any pertinent regulations or policies.
- B. Determination was unsupported by any evidence as disclosed by the entire record.
- C. Determination was materially affected by unlawful procedure.
- D. Determination was based on violation of any statutory or constitutional right.
- E. Determination was arbitrary and capricious.
- F. The penalty was excessive.

The supervising administrator, the Superintendent, or, when appropriate, the Board or the Board-appointed hearing officer may, at the conclusion of the appeal, uphold the discipline, modify the decision, or refer the matter back to the level from which it was appealed for rehearing and additional information. Such decision, along with specific direction as to the effective date of any discipline, shall be communicated to the certificated staff member within a reasonable amount of time following the appeal, not to exceed seven (7) working days.

The assigned hearing officer shall, by use of a mechanical device, make a record of the appeal hearing.

This policy, under A.R.S. [15-341](#), does not apply to dismissal of a certificated staff member except to the extent that the Board may find, subsequent to dismissal proceedings, that a lesser form of discipline as set forth in this policy should be imposed.

Not all administrative actions regarding a certificated staff member are considered "discipline," even though they may involve alleged or possible violations by the certificated staff member. This policy addresses only discipline and has no application to any of the following:

- A. The certificated staff member evaluation procedure or the resulting evaluations as they pertain to the adequacy of the certificated staff member's classroom performance.
- B. Letters or memorandums directed to a certificated staff member containing directives or instructions for future conduct.

- C. Counseling of a certificated staff member concerning expectations of future conduct.
- D. Nonrenewal of a contract of a certificated staff member employed by the District for less than the major portion of three (3) consecutive school years (noncontinuing certificated staff member).

**General Provisions for Suspension  
Without Pay or Dismissal Under  
A.R.S. [15-539](#)**

***Step 1 - Notice:***

A. The Governing Board, except as otherwise provided by A.R.S. [15-539](#), shall upon receipt of a written statement of charges from the Superintendent that cause exists for the suspension of a certificated teacher without pay for a period longer than ten (10) school days or dismissal, shall give notice to the teacher of the Board's intention to suspend without pay or dismiss the teacher at the expiration of ten (10) days from the date of service of the notice.

1. If charges presented to the Board for dismissal of a certificated person allege immoral conduct, the charge or a resignation involving such charges shall be reported to the Department of Education.

2. Whenever the statement of charges by the Superintendent allege immoral or unprofessional conduct as the cause for dismissal, the Board may adopt a resolution to file a complaint with the State Department of Education. Pending disciplinary action by the State Board, the certificated teacher may be reassigned by the Superintendent or the Governing Board may place the teacher on administrative leave and give notice to the teacher of the administrative leave of absence pursuant to A.R.S. [15-540](#).

3. As used in this policy, immoral conduct means any conduct that is contrary to the moral standards of the community and that reflects an unfitness to perform the duties assigned to the certificated staff member.

B. The Governing Board, upon adoption of a written statement charging a certificated teacher with cause for suspension without pay or dismissal, may immediately place the teacher on administrative leave of absence and give the teacher notice of the administrative leave of absence.

C. Written notice of the administrative leave of absence shall be served on the teacher personally or by United States registered mail addressed to the teacher at the teacher's last known address.

***Step 2 – Hearing for Suspension Without  
Pay or Dismissal:***

A. The Governing Board shall decide whether to hold a hearing on the dismissal or suspension of a certificated teacher without pay for a period of time longer than ten (10) days as provided in A.R.S. [15-541](#).

The Governing Board may provide, *by vote* at its annual organizational meeting, that all hearings conducted pursuant to this section shall be conducted before a hearing officer.

B. If the Governing Board decides not to hold a hearing, the Board shall designate a hearing officer to:

1. hold the hearing,
2. hear the evidence,
3. prepare a record of the hearing, and
4. issue a recommendation to the Board for action.

C. If the parties cannot mutually agree on a hearing officer, a hearing officer shall be selected by the Governing Board from a list provided by the State Department of Education or the American Arbitration Association.

D. A hearing held pursuant to A.R.S. [15-541](#) may not be conducted by any hearing officer having a personal interest which would conflict with the hearing officer's objectivity in the hearing.

E. The hearing shall be held:

1. not less than fifteen (15) days, nor
2. not more than thirty (30) days.
3. after the request is filed, unless all parties to the hearing mutually agree to a different hearing date.

F. Notice of the time and place of the hearing shall be given to the teacher not less than three (3) days before the date of the hearing.

G. The teacher may request that the hearing be conducted in public or private.

H. The Governing Board shall provide any officer, appointee, or employee to be considered or discussed at a meeting with written notice of the executive session as is appropriate but not less than twenty-four (24) hours for the officer, appointee, or employee to determine whether the discussion or consideration should occur at a public meeting.

I. At the hearing the teacher may appear in person and by counsel, if desired, and may present any testimony, evidence or statements, either oral or in writing, in the teacher's behalf.

J. An official record of the hearing, including all testimony recorded manually or by mechanical device, and exhibits shall be prepared by the Governing Board or the hearing officer.

K. The teacher who is the subject of the hearing may not request that the testimony be transcribed unless the teacher agrees in writing to pay the actual cost of the transcription.

L. Within ten (10) days after a hearing conducted by the Governing Board the Board shall:

1. determine whether there existed good and just cause for the notice of dismissal or suspension, and

2. affirm or withdraw the notice of dismissal or suspension.

M. Within ten (10) days after a hearing conducted by a hearing officer, the hearing officer shall:

deliver a written recommendation to the Governing Board that includes findings of fact and conclusions.

N. Parties to the hearing have the right to object to the findings of the hearing officer and present oral and written arguments to the Governing Board.

O. The Governing Board has an additional ten (10) days to determine whether good and just cause existed for the notice of dismissal or suspension and shall render its decision accordingly, either affirming or withdrawing the notice of suspension or dismissal.

Good and just cause does not include religious or political beliefs or affiliations unless they are in violation of the oath of the teacher.

### **Additional Provisions and Conditions**

During the pendency of a hearing, neither the certificated staff member nor the supervising administrator shall contact the Superintendent or a Board member to discuss the merits of the supervising administrator's recommendation or charges and proposed discipline except as provided by this policy. No attempt shall be made during such period to discuss the merits of the charges with the person designated to act as hearing officer.

The Governing Board shall keep confidential the name of a student involved in a hearing for dismissal, discipline, or action on a teacher's certificate, with exceptions as noted in A.R.S. [15-551](#).

*Amendments.* The District reserves the right to amend this policy in any way at any time. Any amendment shall have prospective application only.

*Severability.* If any provision of this policy is held to be invalid for any reason, such action shall not invalidate the remainder of this policy. If any provision of this policy conflicts with any provisions in any other policies adopted by the District, the provisions of this policy shall prevail.

### **Teachers Working Under a Short-Term Certification**

A teacher who holds a teaching intern certificate, an emergency teaching certificate or another type of nonstandard certificate, that is valid for one (1) year or less, may be dismissed by the Board effective ten (10) days after delivery of the notice of dismissal to the teacher without complying with the requirements of A.R.S. conditions found in [15-537](#), [15-538](#), or [15-541](#). Notice of the Board's authority to dismiss pursuant to this shall be included in each teacher's contract.

Adopted: September 28, 2017

LEGAL REF.:

A.R.S.

[13-2911](#)

[15-203](#)

[15-341](#)

[15-342](#)

[15-350](#)  
[15-503](#)  
[15-507](#)  
[15-508](#)  
[15-514](#)  
[15-536](#)  
[15-538](#)  
[15-538.01](#)  
[15-538.02](#)  
[15-539](#)  
[15-540](#)  
[15-541](#)  
[15-542](#)  
[15-543](#)  
[15-549](#)  
[15-551](#)  
[41-770](#)

CROSS REF.:

[DKA](#) - Payroll Procedures/Schedules

[GCJ](#) - Professional Staff Noncontinuing and Continuing Status

[GCO](#) - Evaluation of Professional Staff Members



## GCQF-E ©

### EXHIBIT

#### **DISCIPLINE, SUSPENSION, AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS**

Upon a written statement of charges presented by the Superintendent and/or adopted by the Board that cause exists to dismiss or suspend a teacher for more than ten (10) days without pay, due process, written charges, and a hearing, if requested, shall be provided in accord with A.R.S. [15-539](#) et seq. and relevant regulations.

If charges have been adopted by the Governing Board stating cause, a teacher may be placed on administrative leave by the Board, per A.R.S. [15-540](#).

When the Superintendent presents a statement of charges wherein the alleged cause for dismissal constitutes immoral conduct, the Governing Board may adopt a resolution authorizing filing of a complaint with the State Board of Education. Pending disciplinary action by the State Board of Education on a Governing Board complaint alleging immoral conduct, a teacher may be reassigned by the administrator or placed on administrative leave by the Board, per A.R.S. [15-540](#). When the Superintendent reasonably suspects or receives a reasonable allegation that an act of immoral or unprofessional conduct that would constitute grounds for dismissal or criminal charges by a certificated person has occurred, a report shall be made to the Department of Education by the Superintendent, per A.R.S. [15-514](#).

The Governing Board shall keep confidential the name of a student involved in a hearing for dismissal, discipline, or action on a teacher's certificate, with exceptions as noted in A.R.S. [15-551](#).



## **GCRD © TUTORING FOR PAY**

Except by prior written authorization from the Superintendent:

- School buildings are not to be used for private tutoring or classes for which students pay a fee to a staff member unless a rental contract has been entered into with the District.
- A staff member is not permitted to provide tutoring for pay to any student who attends or is registered in any of the staff member's own classes.

Any person contracted by the state or District to provide tutoring services directly to pupils shall be required to obtain a fingerprint clearance card prior to such services being provided.

Adopted: September 11, 2008

LEGAL REF.:

A.R.S.

[15-534](#)

A.G.O.

R97-023

CROSS REF:

[GCF](#) - Professional Staff Hiring

[KF](#) - Community Use of School Facilities

[LDA](#) - Student Teaching and Internships



**GCR ©**  
**NONSCHOOL EMPLOYMENT BY**  
**PROFESSIONAL STAFF MEMBERS**

A regular, full-time employee's position in the District shall be given precedence over any type of outside work or self-employment. Employees are free to carry on individual work or self-employment projects as long as no District facilities, equipment, or school(s) are used, except as provided by policy, and the outside work or self-employment does not interfere with the employees' performance of District-assigned duties.

The outside work or self-employment by a staff member is of concern to the Board insofar as it may:

- Prevent the employee from performing assigned responsibilities in an effective manner.
- Be prejudicial to proper effectiveness in the position or compromise the District.
- Raise a question of conflict of interest - for example, where the employee's position in the District permits access to information or other advantage useful to the outside employer.

Therefore, an employee may not perform any duties related to outside work or self-employment during regular District working hours or during the additional time that is needed to fulfill the responsibilities of the District position. Employees who violate this policy are subject to reprimand, suspension, or termination.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-321](#)

[15-341](#)

CROSS REF.:

[EDB](#) - Maintenance and Control of Materials and Equipment

[KF](#) - Community Use of School Facilities

# Compare GCS © PROFESSIONAL RESEARCH AND PUBLISHING (version 2 to 1)

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## GCS © PROFESSIONAL RESEARCH AND PUBLISHING

The Board has proprietary rights to publications, instructional materials, and devices prepared by employees unless prepared by such employees on their own time and without use of school facilities and/or equipment.

- ~~The A.~~ **The** Board authorizes the Superintendent to review material prepared by staff members prior to ~~copyright or patent~~ **copyright or patent** for subsequent publication or distribution, and to recommend waiving all or part of the Board's ~~proprietary~~ **proprietary** rights in favor of the employees preparing such materials.
- ~~Any B.~~ **Any** staff member who submits professional materials for publication in which the District is mentioned ~~will submit~~ **will submit** all such material to the Superintendent prior to release for publication, including materials ~~developed on~~ **developed on** the employee's own time.

Adopted: date of ~~manual~~ **Manual** adoption

LEGAL REF.:

A.R.S.

[15-341](#)

17 U.S.C. 201



**GDA ©**  
**SUPPORT STAFF POSITIONS**

Support staff positions are created only with the approval of the Board. The District will attempt to activate a sufficient number of positions to accomplish the District's goals and objectives.

Before recommending the establishment of any new position, the Superintendent will present a job description for the position that specifies the qualifications, the performance responsibilities, and the method by which the performance of such responsibilities will be evaluated. The establishment of any new position will require Governing Board approval.

The Superintendent will maintain a comprehensive and up-to-date set of job descriptions of all positions in the school system.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-341](#)

[15-502](#)



## **GDB SUPPORT STAFF CONTRACTS AND COMPENSATION**

Support staff members are all employees of the District who are not required by state law or by a District policy, regulation, or job description to possess teaching certificates from the Arizona Department of Education for the purpose of performing their jobs, unless they are expressly designated as professional staff members in notices of employment or contracts executed by the Governing Board.

### **Employment Status**

All support personnel are either term employees or at-will employees of the District.

**Term employee.** A term employee is a support staff member who is employed by the District pursuant to a written contract that specifies the duration of the employment contract, which shall not exceed one (1) year. All support staff members who are not term employees are at-will employees.

**At-will employee.** An at-will employee is a support staff member who is employed by the District for no specific term and who has no right of continued employment. The employment of an at-will employee may be terminated by action of the Governing Board for any reason with advance notice, as the Governing Board desires. No employee or Governing Board member shall have the authority to make any agreement or contract to the contrary or any agreement with an at-will employee for any specified period of time. No District policy or regulation or item within the District's handbook is intended to - and shall not operate to - create any property or contract rights inconsistent with the at-will employment status of support staff members.

### **Compensation**

The Superintendent will provide to the Board recommendations on the salaries and benefits of support staff employees in conjunction with the development of the District's annual budget. The Board will determine salaries and benefits of support staff employees annually, differentiated on the basis of duties and responsibilities.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-502](#)

A.A.C.

[R7-2-601](#) et seq.

CROSS REF.:

[GDQB](#) - Resignation of Support Staff Members

# Compare GDBA © SUPPORT STAFF SALARY SCHEDULES

first

(version 2 to 1)

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## GDBA © SUPPORT STAFF SALARY SCHEDULES

Initial Placement on

Salary Schedule

The initial placement on the salary schedule for all new support staff personnel and for all currently employed personnel selected for another position in the District will be recommended by the Superintendent and approved by the Board at the time of employment. ~~The Superintendent's recommendation will be based on consideration of the candidate's qualifications, relevant job experience, and years of District employment, if applicable.~~

### ~~Salary Advancement~~

~~Salary advancements for regular twelve (12) month employees are granted only at the beginning of each fiscal year. Annual step increases may be withheld if it is determined the employee does not perform at the expected level or does not meet standards for the job.~~

~~An employee must work one (1) day more than one-half (1/2) of the year to receive a step advancement in salary.~~

Adopted: date of manual adoption

Compare GDBC © SUPPORT STAFF SUPPLEMENTARY PAY /  
OVERTIME (version 2 to 1)

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

~~GDBC ©~~

~~SUPPORT STAFF SUPPLEMENTARY~~

~~PAY / OVERTIME~~

~~The Superintendent will recommend to the Board an extra-duty pay schedule each year for its review and action.~~

~~Whenever applicable, pay for extra duty must be coordinated with regular pay in accord with the requirements of the Fair Labor Standards Act.~~

~~Adopted: date of manual adoption~~

~~LEGAL REF.:~~

~~A.R.S.~~

~~15-502~~

~~29 U.S.C. 207, Fair Labor Standards Act~~

~~GROSS REF.:~~

~~GDL -- Support Staff Workload~~



**GDBD ©**  
**SUPPORT STAFF FRINGE BENEFITS**

The Governing Board will review support staff fringe benefits each year during the budget process and may modify the benefits to meet the best interest of the District.

Minimum standards of eligibility for fringe benefits will be determined by the Board annually.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-502](#)



**GDC ©  
SUPPORT STAFF  
LEAVES AND ABSENCES**

Refer to GCC through GCCE and GCCH; the terms and conditions of these policies apply to support staff personnel unless a written policy stating a contrary intent is included.



**GDD  
SUPPORT STAFF  
VACATIONS AND HOLIDAYS**

**Vacation**

All regular twelve (12) month support staff employees shall receive two (2) weeks [ten (10) working days] of paid vacation time after one (1) year of employment. Vacation time shall increase to a maximum of one (1) month [twenty (20) working days] after fifteen (15) years of service to the District, provided at the rate indicated in the chart below.

Number of years employed	Monthly credit hours	Vacation leave in days
One (1) and two ( 2)	Six & three-fourths (6 3/4)	Ten (10)
Three (3) Four (4)	Seven & one-fourth (7 1/4) Eight (8)	Eleven (11) Twelve (12)
Five (5) Six (6)	Eight & three-fourths (8 3/4) Nine & one-fourth (9 1/4)	Thirteen (13) Fourteen (14)
Seven (7) through ten (10)	Ten (10)	Fifteen (15)
Eleven (11) Twelve (12) Thirteen (13) Fourteen (14)	Ten & three-fourths (10 3/4) Eleven & one-fourth (11 1/4) Twelve (12) Twelve & three-fourths (12-3/4)	Sixteen (16) Seventeen (17) Eighteen (18) Nineteen (19)
Fifteen (15) and beyond	Thirteen & one-fourth (13 1/4)	Twenty (20)

**Vacation Carryover**

Unused vacation leave may accumulate to a maximum of forty (40) days, at which time no more vacation can be earned. As accumulated vacation days are used and drop below forty (40) days, an eligible employee may again accumulate vacation up to the maximum limit. Support staff employees are encouraged to use the vacation they earn each year so that it is not necessary to carry over vacation from one year to the next.

**Holidays**

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.

Staff members who are not exempt under the Fair Labor Standards Act (FLSA) must be present for work, or on approved paid leave, on the scheduled workday immediately preceding and immediately following a holiday in order to be eligible for holiday leave.

Adopted: March 9, 2017

LEGAL REF.:  
A.R.S.

[1-301](#)  
[15-502](#)  
[15-801](#)  
[38-608](#)

## Compare GDF © SUPPORT STAFF HIRING (version 2 to 1)

first

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

last

### GDF © 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:

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

A district may hire and place a noncertificated employee into service before receiving the results of the mandatory fingerprint check **or a fingerprint clearance card has been issued or denied**. 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:

- ~~The~~ **A.** **The** District documents in the applicant's file the necessity for hiring and placing the applicant into ~~service before~~ **service before** a fingerprint check can be completed **or a fingerprint clearance card is issued or denied**.
- ~~The~~ **B.** **The** District obtains from the Department of Public Safety a statewide criminal records information check ~~on the~~ **on the** applicant. Subsequent criminal records checks are also required every one hundred twenty (120) ~~days until~~ **days until** the date that the fingerprint check is completed **or the fingerprint clearance card is issued or denied**.

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

● ~~The D.~~ The District provides general supervision of the applicant until the date the fingerprint check is completed or the fingerprint clearance card is issued or denied.

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.

The District reports to the Superintendent of Public Instruction on June 30 and December 31 the number of applicants hired prior to the completion of a fingerprint check or the issuance of a fingerprint clearance card and the number of applicants for whom fingerprint checks or fingerprint clearance cards have not been received after one hundred twenty (120) days and after one hundred seventy-five (175) days of hire.

The District may provide information received as a result of a fingerprint check required by section [15-512](#) to any other school district if requested to do so by the person who was the subject of the fingerprint check or communicate to any school district if requested to do so by the person who applied for a fingerprint clearance card whether the person has been issued or denied a fingerprint clearance card. A copy of any written communication regarding employment must be sent by the employer providing the information to the former employee's last known address.

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 accord with A.R.S. [41-1750](#) is guilty of a class 6 felony.

Adopted: ~~November 13, 2008~~ date of Manual adoption

LEGAL REF.:

A.R.S.

[13-3716](#)

[15-502](#)

[15-512](#)

[23-211](#)

[23-212](#)

[23-1361](#)

[38-201](#)

[38-481](#)

[41-1756](#)

CROSS REF.:

[GDFA](#) - Support Staff Qualifications and Requirements

(fingerprinting requirements)

## Compare GDF-R © (version 2 to 1)

*first* Click on the changed parts for a detailed description. Use the left and right arrow keys to walk *last*  
through the modifications.

### GDF-R ©

#### REGULATION

#### SUPPORT STAFF HIRING

##### Definition

~~A background investigation is~~ A background investigation is defined as any communication with an applicant's (or employee's) former employer that concerns the education, training, experience, qualifications, and job performance of the individual and that is used for the purpose of evaluation for employment. Background investigation does not include the results of any state or federal criminal history records check.

##### Background Investigation Requirements

Only persons designated by the Superintendent shall perform background investigations. Prior to contacting former employers or other persons, the background investigator shall:

- ~~Ascertain~~ A. Ascertain that the standard employment application for the type of position has been completed in full.
- ~~Obtain~~ B. Obtain from the individual a consent to background investigation and release as determined by the District.
- ~~Make~~ C. Make certain that the individual has identified at least ~~two one (21) persons from person from~~ each past employer who can ~~verify basic~~ verify basic job information and discuss the individual's work performance and reason for leaving.
- ~~Examine~~ D. Examine the application for a complete work history, accounting for any gaps in employment.

~~Two One (21) persons should~~ person should be contacted at each past employer if possible (any exceptions should be documented). Upon making contact, the contacts or the former employer or employer's agent should be provided the following information:

- ~~The~~ A. The name and identifying information of the District.
- ~~The~~ B. The name of the District representative making the inquiry and how the representative can be contacted.
- ~~The~~ C. The name of the former employee and period of employment as indicated by the individual whose ~~background is~~ background is being investigated.
- ~~The~~ D. The position for which the individual has applied, with descriptive information as to the duties, if requested ~~or necessary~~ or necessary to understanding of the inquiry.

The background investigator shall:

- ~~Ask~~ A. Ask the questions, and complete the background check form(s) as provided by the District.
- ~~Make~~ B. Make impression notes as necessary based upon the questions and responses, and determine if there ~~may be~~ may be cause to contact others or make further inquiries based upon the responses.
- ~~Provide~~ C. Provide the information to the Superintendent.

# Compare GDF-EA © (version 3 to 2)

**first** *Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.* **last**

## ~~GDF-EA ©~~

### ~~EXHIBIT~~

### ~~SUPPORT STAFF HIRING~~

### ~~NOTICE OF EMPLOYMENT~~

~~You are hereby notified that, pursuant to action taken at a meeting of the Glendale Elementary School District No. 40 Governing Board held on \_\_\_\_\_ (1) \_\_\_\_\_, you have been employed for the position of \_\_\_\_\_ (2) \_\_\_\_\_, beginning \_\_\_\_\_ (3) \_\_\_\_\_, at the rate of \_\_\_\_\_ (4) \_\_\_\_\_ per hour. A work schedule for the position is enclosed, which includes information on holidays and nonwork days.~~

~~Your employment may be terminated by the District or by you, with or without cause, upon giving the other party ten (10) working days' notice. No legitimate expectation of continued employment beyond the ten (10) days' notice, as required in this paragraph, is created by this employment, understandings with the Board or its agents, or interpretations of Board policies. You are expected to comply with the requirements of the job description and Board policies while employed by the District.~~

\_\_\_\_\_  
\_\_\_\_\_  
Employee Signature \_\_\_\_\_ Date

\_\_\_\_\_  
\_\_\_\_\_  
Superintendent Signature \_\_\_\_\_ Date

\_\_\_\_\_ Key to numbers in blanks:

\_\_\_\_\_ (1) Date of meeting

\_\_\_\_\_ (2) Title of position

\_\_\_\_\_ (3) Date that duties begin

\_\_\_\_\_ (4) Hourly rate of pay

## Compare GDF-EB © (version 3 to 2)

**first** Click on the changed parts for a detailed description. Use the left and right arrow keys to walk **last**  
through the modifications.

### ~~GDF-EB ©~~

#### ~~EXHIBIT~~

#### ~~SUPPORT STAFF HIRING~~

#### ~~WAGE NOTICE~~

~~You are hereby notified that, pursuant to action taken at a meeting of the Glendale Elementary School District No. 40 Governing Board held on \_\_\_\_\_(1)\_\_\_\_\_, your wages have been set at the rate of \_\_\_\_\_(2)\_\_\_\_\_ per hour, effective on \_\_\_\_\_(3)\_\_\_\_\_.~~

\_\_\_\_\_  
\_\_\_\_\_

~~Employee Signature \_\_\_\_\_ Date~~

\_\_\_\_\_  
\_\_\_\_\_

~~Superintendent Signature \_\_\_\_\_ Date~~

\_\_\_\_\_ Key to numbers in blanks:

\_\_\_\_\_ (1) Date of meeting

\_\_\_\_\_ (2) Hourly rate of pay

\_\_\_\_\_ (3) Effective date of hourly pay

## Compare GDF-EC © (version 3 to 2)

*first* Click on the changed parts for a detailed description. Use the left and right arrow keys to walk *last*  
through the modifications.

### ~~GDF-EC ©~~

#### EXHIBIT

#### ~~SUPPORT STAFF HIRING~~

#### ~~CONSENT TO CONDUCT BACKGROUND~~

#### ~~INVESTIGATION AND RELEASE~~

I, \_\_\_\_\_ [applicant's name], have applied for employment with the Glendale Elementary School District to work as a \_\_\_\_\_ [job title]. I understand that in order for the School District to determine my eligibility, qualifications, and suitability for employment, the School District will conduct a background investigation to determine if I am to be considered for an offer of employment. This investigation may include asking my current employer, any former employer, and any educational institution I have attended about my education, training, experience, qualifications, job performance, professional conduct, and evaluations, as well as confirming my dates of employment or enrollment, position(s) held, reason(s) for leaving employment, whether I could be rehired, reasons for not rehiring (if applicable), and similar information.

I hereby give my consent for any employer or educational institution to release any information requested in connection with this background investigation.

According to the Family Educational Rights and Privacy Act, I understand that I have a right to see most education records that are maintained by any educational institution.

In light of the preceding paragraph, I waive \_\_\_\_\_/do not waive \_\_\_\_\_ (initial only one [1]) my right to see any written reference or other information provided to the School District by any educational institution.

According to Arizona Revised Statutes Section 23-1361, any employer that provides a written communication to the School District regarding my current or past employment must send me a copy at my last known address. I acknowledge that some employers are unwilling to provide factual written references concerning a current or past employee unless they may do so confidentially, without revealing the references to the employee, and that the School District will not further consider my application if it cannot complete its background investigation.

In light of the preceding paragraph, I waive \_\_\_\_\_/do not waive \_\_\_\_\_ (initial only one [1]) my right to receive a copy of any written communication furnished to the School District by any employer.

Whether or not I have waived my right to see or to receive copies of written references furnished to the School District by employers or educational institutions, I release, hold harmless, and agree not to sue or file any claim of any kind against any current or former

~~employer or educational institution, and any officer or employee of either, that in good faith furnishes written or oral references requested by this School District to complete its background investigation.~~

~~A photocopy or facsimile ("fax") copy of this form that shows my signature shall be as valid as an original.~~

~~DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~  
Witness

~~\_\_\_\_\_~~  
Applicant

# Compare GDF-ED © (version 3 to 2)

**first** *Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.* **last**

## ~~GDF-ED ©~~

EXHIBIT

### ~~SUPPORT STAFF HIRING~~

#### ~~BACKGROUND CHECK FORM~~

Applicant \_\_\_\_\_ Date \_\_\_\_\_

Person contacted \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

E-mail address \_\_\_\_\_

Relationship to applicant:

Former employer - position \_\_\_\_\_

\_\_\_\_\_ District, business, or other entity \_\_\_\_\_

Personal reference

Method of contact:  Telephone  Letter  Other \_\_\_\_\_

#### ~~QUESTIONS FOR EMPLOYERS~~

Dates of employment \_\_\_\_\_

Position held \_\_\_\_\_

Final rate of pay \_\_\_\_\_

Was the person reliable? \_\_\_\_\_ If no, explain \_\_\_\_\_

Was the person satisfactory? \_\_\_\_\_ If no, explain \_\_\_\_\_

Any concern about the person being

late to work without authorization? \_\_\_\_\_

If yes, explain \_\_\_\_\_

Any concern with abuse of leave policies

(such as sick leave or personal leave)? \_\_\_\_\_

If yes, explain \_\_\_\_\_

Any difficulty establishing communication and rapport with children? \_\_\_\_\_

If yes, explain \_\_\_\_\_

Any difficulties in establishing communication and rapport with supervisors, parents, or community members? \_\_\_\_\_

If yes, explain \_\_\_\_\_

Did the person ever receive a written counseling statement, letter of direction, or reprimand? \_\_\_\_\_

If yes, describe \_\_\_\_\_

Did the District ever consider taking action or take action to suspend, decline to renew, or dismiss the employee? \_\_\_\_\_

If yes, describe \_\_\_\_\_

Was there ever an allegation or complaint about:

Abusive language? \_\_\_\_\_

Insulting or derogatory comments? \_\_\_\_\_

Inappropriate contact with a child? \_\_\_\_\_

Verbal or physical contact of a sexual nature? \_\_\_\_\_

Dishonesty? \_\_\_\_\_

Substance abuse? \_\_\_\_\_

Failure to provide adequate supervision? \_\_\_\_\_

Failure to follow reasonable directions or instructions? \_\_\_\_\_

If yes on any of the above, get explanation \_\_\_\_\_

\_\_\_\_\_

Was the person ever involved in an incident that resulted in injury to an adult or child? \_\_\_\_\_

If yes, explain \_\_\_\_\_

Would you rehire this person? \_\_\_\_\_

\_\_\_\_\_

Can you identify anyone else who could provide relevant information regarding the applicant's fitness for employment? \_\_\_\_\_  
\_\_\_\_\_

Is there any other information I have not asked about that would help us determine this person's eligibility, qualifications, and suitability for employment with our District? \_\_\_\_\_  
\_\_\_\_\_

**QUESTIONS FOR PERSONAL REFERENCE**

How long have you known the applicant? \_\_\_\_\_

What is the nature of your relationship? \_\_\_\_\_

Why do you think the applicant would be a good choice for this position?  
\_\_\_\_\_  
\_\_\_\_\_

Do you know of any reasons that could prevent the applicant from fulfilling the functions of the position? \_\_\_\_\_  
\_\_\_\_\_

Background check form completed by \_\_\_\_\_

Date completed \_\_\_\_\_

## Compare GDF-EE © (version 3 to 1)

*first* Click on the changed parts for a detailed description. Use the left and right arrow keys to walk *last*  
through the modifications.

### GDF-~~EE~~-~~EA~~ ©

#### EXHIBIT

#### SUPPORT STAFF HIRING(~~Procedures and Practices for Employment Authorization-~~

#### ~~and Employment Eligibility Verification)~~

#### 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

~~Effective January 1, 2008,~~ Arizona schools must use the federal ~~governments~~-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 should take you to the start site for E-Verify:~~—following 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:

~~JS=YES~~ [gov/i-9](https://www.vis-dhs.uscis.com/employerregistration/StartPage.aspx?)

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. ~~An~~

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 ~~hire date.~~ ~~Employees who do not provide the necessary documentation within three (3) business days must be discharged.~~ first day of employment.



**G DFA ©**  
**SUPPORT STAFF QUALIFICATIONS**  
**AND REQUIREMENTS**

**(Fingerprinting Requirements)**

All newly hired noncertificated District personnel - and personnel who are not paid employees of the District and who are not either the parents or the 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:

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

The School District may require noncertificated personnel and personnel who are not paid employees of the School District and who are not either the parent or the guardian of a pupil who attends school in the School District but who are required or allowed to provide services directly to pupils without the supervision of a certificated employee to obtain a fingerprint clearance card as a condition of employment.

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.

If the School District does not require a fingerprint clearance card as a condition of employment, noncertificated personnel and personnel who are not paid employees of the School District and who are not either the parent or the guardian of a pupil who attends school in the School District but who are required or allowed to provide services directly to pupils without the supervision of a certificated employee may apply for a fingerprint clearance card. A school district may release the results of a background check or communicate whether the person has been issued or denied a fingerprint clearance card to another school district for employment purposes.

The District may fingerprint or require any other employee of the District to obtain a fingerprint clearance card, whether paid or not, or any other applicant for employment with the School District not otherwise required by law. The District may not charge the costs of the fingerprint check or fingerprint clearance card to the fingerprinted applicant or nonpaid employee.

The candidate's fingerprints shall be submitted, along with the form prescribed in G DFA-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 information received from the fingerprint check or the information received in connection with a fingerprint clearance card application.

**School Bus Drivers** – An applicant shall submit an Identity Verified Fingerprint Card as described in A.R.S. [15-106](#) that the Department of Public Safety shall use to process the

fingerprint clearance card as outlined in A.R.S. [15-106](#). A person who is issued a school bus driver certificate shall maintain a valid Identity Verified Fingerprint Clearance Card for the duration of any school bus driver certification period.

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

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:

- A. Sexual abuse of a minor.
- B. Incest.
- C. First- or second-degree murder.
- D. Kidnapping.
- E. Arson.
- F. Sexual assault.
- G. Sexual exploitation of a minor.
- H. Felony offenses involving contributing to the delinquency of a minor.
- I. Commercial sexual exploitation of a minor.
- J. 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.
- K. Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.
- L. Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
- M. Burglary in the first degree.
- N. Burglary in the second or third degree.
- O. Aggravated or armed robbery.
- P. Robbery.
- Q. A dangerous crime against children as defined in A.R.S. [13-705](#).
- R. Child abuse.
- S. Sexual conduct with a minor.
- T. Molestation of a child.

U. Manslaughter.

V. Aggravated assault.

W. Assault.

X. 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 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:

- A. Provide for fingerprinting of employees covered under this policy and A.R.S. [15-512](#).
- B. Provide for fingerprint checks pursuant to A.R.S. [41-1750](#)
- C. Provide for properly assessing employees for fingerprint checks and depositing said funds with the county treasurer.

Adopted: September 28, 2017

LEGAL REF.:

A.R.S.

[15-106](#)

[15-512](#)

[23-1361](#)

[41-1750](#)

CROSS REF.:

[EEAEA](#) – Bus Driver Requirements, Training, and Responsibilities

[GDF](#) - Support Staff Hiring

[GDG](#) - Part-Time and Substitute Support Staff Employment

[JLIA](#) - Supervision of Students



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

Assault or Aggravated assault

Exploitation of minors involving drug offenses

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date signed

Subscribed, sworn to, and acknowledged before me by \_\_\_\_\_

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

in \_\_\_\_\_ County, Arizona.

My Commission Expires

\_\_\_\_\_

\_\_\_\_\_  
Notary Public



**GDFE ©  
SUPPORT STAFF  
HIRING - OATH OF OFFICE**

Refer to Policy [GCFE](#).

# Compare GDG © PART - TIME AND SUBSTITUTE SUPPORT STAFF EMPLOYMENT (version 2 to 1)

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## GDG © PART - TIME AND SUBSTITUTE SUPPORT STAFF EMPLOYMENT

The Superintendent may employ, when conditions warrant, temporary or part-time personnel on a per diem or time card basis. This authority is subject to the following conditions:

- ~~Continued~~ **A.** **Continued** employment of any such person shall be subject to confirmation and approval by the Board at ~~its next~~ **its next** official meeting; however, employment shall not be recommended to the Board prior to ~~satisfactory completion~~ **satisfactory completion** of any pending ~~fingerprint~~ **background** check.
- ~~The~~ **B.** **The** employee shall be hired on a per diem basis and shall be compensated in accordance with ~~the requirements~~ **the requirements** and limitations of existing contracts that cover similar positions or employees.
- ~~In~~ **C.** **In** addition to the conditions set forth above, the temporary assignment of a person to a supervisory ~~or administrative~~ **administrative** position shall be preceded by notification to the Board. The Superintendent will ~~detail the~~ **detail the** circumstances that created the need for the part-time employment.

Adopted: date of ~~manual~~ **Manual** adoption

LEGAL REF.:

A.R.S.

[15-502](#)

[23-1361](#)

CROSS REF.:

[GDF](#) - Support Staff Hiring

[GDFA](#) - Support Staff Qualifications and Requirements

(fingerprinting requirements)

# Compare GDJ © SUPPORT STAFF ASSIGNMENTS AND TRANSFERS (version 2 to 1)

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## GDJ © SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

### Assignments

The Superintendent will determine all support staff assignments.

~~Such assignments~~

Support staff shall be

~~based on the~~

assigned based on the needs of the District

;

### Transfers

~~The transfer of support staff members will be based on~~

, on their qualifications, and on their expressed desires. When it is not possible to meet all three (3) conditions, an employee shall be assigned first in accordance with the needs of the District

;

, second where the Superintendent determines the employee is most qualified to serve, and third as to the expressed preference of the employee.

Assignments may be changed to serve the best interests of the District.

### Transfers/Reassignments

Staff members may apply for transfer or reassignment ~~;~~ whether or not a vacancy exists.

~~It shall be the policy of the Board that personnel be assigned on the basis of their qualifications;~~  
~~the~~ The transfer/reassignment of support staff members will be based on the needs of the District, ~~and their~~ employee qualifications, and the employee's expressed desires. When it is not possible to meet all three (3) conditions, ~~personnel~~ an employee shall be assigned transferred/reassigned first in accordance with the needs of the District, second where the Superintendent determines the employee is most qualified to serve, and third as to the expressed preference of the ~~employees~~ employee.

The ~~Superintendent shall have the responsibility for the assignment of all personnel throughout the District.~~ 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.

The above applies to transfers/~~reassignments~~ within the same job classification and pay grade. ~~Reassignment~~-Transfer/~~reassignment~~ of an employee to a position of greater or lesser pay requires Board approval.

Adopted: date of

~~manual~~

Manual adoption



**GDK ©**  
**SUPPORT STAFF**  
**SCHEDULES AND CALENDARS**

All support staff employees 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.

Adopted: date of manual adoption

## Compare GDL SUPPORT STAFF WORKLOAD (version 3 to 2)

first

Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.

last

### GDL © SUPPORT STAFF WORKLOAD

#### Definitions

~~As used in this policy:~~

~~Compensatory time is time worked multiplied by one point five (1.5).~~

~~Extra time occurs when the employee works hours in excess of the employee's weekly work schedule but the total hours are less than forty (40) in that workweek.~~

~~Flex time is a scheduling process used to insure that an employee works no more than forty (40) hours in a work week by adjusting the schedule before the conclusion during the week so that time off can be given for excess time worked in the same week. One (1) hour of extra work equals one (1) hour of flex time.~~

~~Hours worked are hours actually worked during the week. Hours worked does not include hours paid but not worked. Examples of hours paid but not worked are: holidays, vacation, sick leave, and use of compensatory time.~~

~~Overtime occurs when the employee works hours in excess of forty (40) hours in the workweek.~~

#### Workweek Restrictions

~~The normal workweek for non-exempt employees will be no more than~~ The normal workweek for support staff personnel will not exceed forty (40) hours per week.

~~The normal workweek for certain categories of non-exempt employees may be less than forty (40) hours per week as determined by the administration.~~

~~Nonexempt employees shall not work more than the assigned number of hours or forty (40) hours per week unless approval has been granted by the immediate supervisor who has obtained authorization from the Superintendent for the employee to work extra time/overtime. All other cases of overtime must be preapproved by the Superintendent unless it is for safety issues or in cases of emergency.~~

~~The workweek for all exempt employees shall be as required in order to fulfill the duties and responsibilities of the position and as required by the supervisor.~~

~~The normal workweek for nonexempt employees is a consecutive seven (7) day period (i.e., Monday through Sunday), except as assigned and recorded in writing, or electronically through a timekeeping system, on an individual employee basis.~~

#### Reporting Hours

~~Nonexempt employees shall accurately report all hours worked on the time cards provided or through the electronic timekeeping system. It is understood that there are rare circumstances~~

~~when it will not be possible to obtain preapproval for working overtime. However, when this occurs the employee must record the overtime on the day of occurrence and immediately notify the supervisor so that flex time may be utilized.~~

~~If the work assignment results in the employee needing to work hours in excess of those scheduled, the employee shall immediately advise the supervisor. This is a continuing responsibility for the employee. The employee shall not work hours in excess of those scheduled unless authorized.~~

### **~~Flex Time~~**

~~If an employee finds it is necessary to work extra time/overtime, the supervisor must be immediately notified. There may be times when the supervisor will request the employee to work extra time/overtime. In all instances when it is necessary for the employee to work extra time/overtime, the supervisor will attempt to utilize flex time to adjust the employee's work schedule in order to avoid an employee working in excess of forty (40) hours or time in excess of the employee's normal schedule. Flex time must be utilized in the workweek where the overtime occurred. If flex time cannot be scheduled in the week that the overtime is worked it becomes compensatory time.~~

### **~~Compensation~~**

~~Any hours worked by a nonexempt employee in excess of forty (40) hours per week requires either overtime compensation or compensatory time.~~

~~Compensatory time is paid time off work earned at a rate not less than one and one-half (1 1/2) hours for each hour of employment that exceeds forty (40) in the employee's workweek.~~

~~An employee who is authorized and/or required to work in excess of forty (40) hours a week agrees that the District may compensate the employee with compensatory time rather than payment at the rate of time and one-half (1 1/2) unless prior to performing the work the employee expresses unwillingness to accept compensatory time off in lieu of overtime pay.~~

~~The compensatory time off may be accumulated to a maximum of two hundred forty (240) hours. This amount may be preserved subject to the right of the employee's supervisor or District administration directing the employee to use the compensatory time. The employee may request use of accrued compensatory time off and shall be permitted to use such time off unless it would unduly disrupt the operation of the District. The employer, however, may direct the employee to use compensatory time, even when the employee has not requested to use the compensatory time.~~

~~When an employee accumulates the maximum allowable compensatory time (two hundred forty [240] hours), the employee will be paid for such overtime in excess of two hundred forty (240) hours. Payment for overtime, where compensatory time is not possible, shall occur in the next pay period after the overtime was worked.~~

~~An employee with accumulated compensatory time at the time of termination of employment with the District shall receive payment at the higher of 1) the average regular rate received by the employee during the last three (3) years of employment with the District, or 2) the final regular rate received by the employee. Payment for conversion of compensatory time to overtime shall occur in the pay period in which the conversion occurs.~~

### **~~Volunteers~~**

~~A nonexempt employee shall not volunteer to perform a duty(s) that is within the employee's job description.~~

### ~~Multiple Employment~~

~~No nonexempt employee will be hired into more than one (1) position of employment in the District when the additional position(s) would require the payment of overtime compensation, unless it is established that there is no other qualified applicant for the position who would not qualify for overtime or as to higher rate of overtime and the employment has been approved by the Governing Board or its designee.~~

### ~~Consequences for Violation of this Policy~~

~~An employee who does not accurately record hours worked, does not timely inform the immediate supervisor if extra hours/overtime is worked, or volunteers to perform a job that is within the employee's job description/duties shall be subject to disciplinary action, including suspension with or without pay and dismissal.~~

### ~~Supervisor's Responsibility~~

~~A supervisor who fails to monitor his subordinate's work hours in order to assure that hours are accurately recorded by employees, permits employees to work extra time/overtime without proper authorization, does not utilize flex time to adjust the employee's work schedule whenever possible or knowingly permits an employee to volunteer to perform a duty that is within the employee's job description/duties will be subject to disciplinary action including suspension with or without pay and dismissal~~

~~Adopted: November 16, 2004~~

### LEGAL REF.:

**A.R.S.** 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. When possible, 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 as identified during the employment process.

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. Sunday and conclude at 12:00 midnight the following Saturday.

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.

Adopted: date of Manual adoption

### LEGAL REF.:

**A.R.S.**  
[23-391](#)

Arizona Constitution, Article 18, Section 1

29 U.S.C. 207, Fair Labor Standards Act  
29 C.F.R. 516 et seq., Fair Labor Standards Act

CROSS REF.:

[GDBC](#) - Support Staff Supplementary Pay/Overtime



## **GDL-R ©**

### **REGULATION**

#### **SUPPORT STAFF WORKLOAD**

##### **(Fair Labor Standards Act: Overtime Compensation)**

Nonexempt employees who work more than forty (40) hours per week shall be awarded "compensatory time" at the rate of one and one-half (1 1/2) 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.



**GDLB ©**  
**SUPPORT STAFF MEETINGS**

The Superintendent will arrange for and hold staff meetings as the need may arise. This authority may be delegated to the building principals or supervisor(s), who may hold such meetings on a regularly scheduled basis or as the need arises.

All appropriate staff members are required to attend any such meeting(s) unless officially excused.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-321](#)

[15-341](#)



**GDN ©**  
**SUPERVISION OF SUPPORT**  
**STAFF MEMBERS**

The supervisor(s) of the various departments or divisions shall be responsible for the supervision of personnel assigned to these areas and shall provide the necessary orientation to new employees and in-service training for all employees under their supervision.

All other support staff employees shall be under the supervision of the administrative heads of the units to which the employees are assigned. The administrative head shall be responsible for the necessary orientation of new employees and shall provide in-service training as needed.

Supervision shall include evaluation of the employee.

Adopted: date of manual adoption



**GDO ©**  
**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 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.

Adopted: June 11, 2009

LEGAL REF.:

A.R.S.

[15-341](#)

[15-1326](#)



**GDOB ©  
DRUG AND ALCOHOL TESTING  
OF TRANSPORTATION EMPLOYEES**

Refer to Policy [EEAEAA](#).



**GDP ©**  
**SUPPORT STAFF PROMOTIONS**  
**AND RECLASSIFICATION**

The Superintendent will fill positions of increased responsibility with the best available candidates. Candidates will be considered from both within and outside the District.

A change in assignment shall be considered a promotion to which the job classification or pay grade is greater and shall require Board approval.

Adopted: date of manual adoption



**GDQ ©**  
**SUPPORT STAFF TERMINATION**  
**OF EMPLOYMENT**

Refer to Policy [DKA](#).

# Compare GDQA © SUPPORT STAFF REDUCTION IN FORCE

first

(version 3 to 1)

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## GDQA © SUPPORT STAFF REDUCTION IN FORCE

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

- ~~Normal~~**A. Normal** attrition due to terminations will be relied upon as the first means of reducing the staff.
- ~~If~~**B. If** attrition does not accomplish the required reduction in the staff, the Superintendent shall submit to ~~the Board~~**the Board** recommendations for the termination of specific staff members. The criteria used in ~~formulating these recommendations~~**formulating these recommendations** shall include, but shall not be limited to:
  - ~~Qualifications~~**1. Qualifications** of staff members to accomplish the District's program.
  - ~~Overall~~**2. Overall** experience, training, and ability.
  - ~~Past~~**3. Past** contributions to the program of the District.
  - ~~All~~**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 ~~laid off for the ensuing school year~~**released** shall be notified of such ~~layoff~~**release** as soon as practical.

Adopted: date of ~~manual~~**Manual** adoption



**GDQB ©**  
**RESIGNATION OF**  
**SUPPORT STAFF MEMBERS**

Employees voluntarily terminating their service with the District are expected to give advance notice of not less than ten (10) working days. This notice should be submitted to the supervisor in writing and should specify both the last day of work and the reason for terminating. Authorized unused vacation credit will be paid to employees with the last paycheck.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[23-352](#)

[23-353](#)

CROSS REF.:

[GDL](#) - Support Staff Workload



**GDQC  
RETIREMENT OF  
SUPPORT STAFF MEMBERS**

**(Support Staff Longevity Incentive Program)**

The Support Staff Longevity Incentive Program is intended to provide support staff, exempt and non-exempt, the opportunity to receive additional increase to their salary during the final two (2) years of employment.

A support staff employee with twenty (20) or more years of service in the District may receive two (2) additional ranges on the salary schedule. This will be applied the first year of the two (2) years only. When additional ranges are approved on the salary schedule, those on the incentive program will also receive the ranges.

Each eligible support staff employee shall commit to the two (2) year agreement by January 15 two (2) years before they intend to retire. Support staff employees must complete the application for the Support Staff Longevity Incentive Program. Support staff employees must complete the application for the Support Staff Longevity Incentive Program and submit the form to human resources. The support staff employee shall be notified of acceptance into the plan once the Governing Board has approved the budget for the following fiscal year. At the time of acceptance into the Support Staff Longevity Program, the support staff employee shall submit an irrevocable letter of the employee's intent to retire at the end of the two (2) year period.

Enrollment in this plan will be limited to twenty-five thousand dollars (\$25,000), based on seniority.

Adopted: August 11, 2009



# **GDQD DISCIPLINE, SUSPENSION, AND DISMISSAL OF SUPPORT STAFF MEMBERS**

## **(Discipline)**

### **Minor Disciplinary Action**

A support staff member may be disciplined for any conduct that, in the judgment of the District, is inappropriate. Minor disciplinary action includes, without limitation thereto, verbal or written reprimands, suspension with pay, or suspension without pay for a period of five (5) days or less. Minor disciplinary action shall be imposed by the support staff member's supervisor. A support staff member who wishes to object to a minor disciplinary action shall submit a written complaint to the supervisor's superior within five (5) work days of receiving notice of the disciplinary action. The supervisor's superior will review the complaint and may confer with the support staff member, the supervisor, and such other persons as the supervisor's superior deems necessary. The decision of the supervisor's superior will be final.

### **Suspension without Pay for More than Five Days**

**At-will employees.** The employment of an at-will employee may be suspended without pay for a period of more than five (5) days by action of the Superintendent for any conduct by the employee that, in the judgment of the Superintendent, is inappropriate. Before suspending an at-will employee, the Superintendent will inform the employee of intent to suspend the employee and will give the employee an informal opportunity to explain why, in the employee's opinion, the suspension should not be imposed. The Superintendent's decision will be final.

**Term employees.** The employment of a term employee may be suspended without pay for a period of more than five (5) days by action of the Superintendent for any conduct that, in the judgment of the Superintendent, is inappropriate. If the Superintendent intends to suspend a term employee without pay for more than five (5) days, the notice and hearing procedures prescribed for the dismissal of term employees shall be followed, except that the hearing officer shall be designated by the Superintendent and the findings of the hearing officer shall be a final decision. At the Superintendent's option, the Superintendent may request that the Governing Board act as the hearing officer. If the hearing officer or the Governing Board finds that there is not cause to suspend the employee without pay for more than five (5) days, the Superintendent may, after reviewing the findings, impose minor disciplinary action.

### **Dismissal**

**At-will employees.** The employment of an at-will employee may be terminated by action of the Governing Board for any reason, with advance notice, as the Governing Board desires. If the Superintendent recommends that the Governing Board terminate an at-will employee, the recommendation shall be submitted to the Governing Board in writing and a copy of the recommendation shall be delivered to the employee. The at-will employee may submit to the Governing Board prior to the Board meeting a written response to the recommendation. If the at-will employee chooses to attend the Board meeting when the recommendation is considered, the Governing Board may, in its discretion, permit the employee to address the Governing Board concerning only the recommendation.

Term employees. The employment of a term employee may be terminated for cause by action of the Governing Board at any time prior to the expiration of the term of employment. For the purposes of this provision, cause means any conduct that, in the judgment of the District, is detrimental to the interests of the District or its personnel or students and shall include, without limitation thereto, the following:

- Absence without leave
- Abuse of leave
- Alcohol or drug impairment
- Child abuse or molestation on school grounds
- Discourteous treatment of the public
- Dishonesty
- Excessive absenteeism
- Fraud in securing employment
- Improper attitude
- Incompetence or inefficiency
- Insubordination
- Neglect of duty
- Unauthorized possession of a weapon on school grounds
- Unauthorized use of school property
- Unlawful conduct
- Use of illegal drugs
- Violation of a directive of a supervisor
- Violation of a District policy or regulation

If the Superintendent recommends termination of a term employee, a copy of the recommendation shall be delivered to the employee. The employee may request a hearing within five (5) work days after receipt of the recommendation. If a hearing is requested, the Superintendent shall deliver a written notice of the time and place of the hearing and a written statement that gives the reasons for the recommendation, a list of persons whom the Superintendent expects to testify in support of the recommendation (together with a brief summary of what each person is expected to say), and a general description of any other evidence that the Superintendent at the time believes may be presented at the hearing in support of the recommendation.

The hearing shall be conducted by the Governing Board or by a person designated by the Governing Board within not less than five (5) work days and not more than thirty (30) calendar days after a request for hearing is submitted by the employee. The date of the hearing may be postponed by stipulation of the employee and the District, or by and in the sole discretion of the Governing Board or the hearing officer, or at the request of the aggrieved employee or the District for such reason or reasons as the Governing Board or hearing officer may deem appropriate.

The employee may be represented at the hearing by counsel, at the employee's expense. The employee shall have the opportunity to present witnesses and to cross-examine any witnesses presented by the District. Formal rules of evidence shall not apply. A record of the hearing shall be made by use of a mechanical device.

If a hearing officer is used, the hearing officer shall prepare a written statement of findings as to whether there is cause for termination of the employee and submit it to the Governing Board within ten (10) work days after the conclusion of the hearing. The Governing Board shall review the written statement and, if desired, the record, and the Governing Board's decision whether to accept the findings and whether to terminate employment or to impose other discipline shall be a final decision.

If the Governing Board conducts the hearing, it shall render a decision within ten (10) days after the conclusion of the hearing.

## **General Matters**

Failure to object to a disciplinary action or take other action within the time limitations set forth in this policy shall mean that the employee does not wish to pursue the matter further. Complaints filed after the expiration of the applicable time limitation will not be considered.

The filing or pendency of a complaint or other form of grievance pursuant to this policy shall in no way limit or delay action taken by the supervisor or the Superintendent authorized by this policy to take such action.

A complaint relating to minor disciplinary action, suspension without pay for more than five (5) days, or dismissal shall not be processed as a grievance.

None of the procedures of this policy shall alter the status of an at-will employee.

This policy does not apply to:

- Any administrative recommendation or Governing Board action, discussion, or consideration involving the nonrenewal of a term employee.
- Ratings, comments, and recommendations made in the course of an evaluation of a support staff member.
- The decision of the Superintendent to place a support staff member on administrative leave.
- Counseling of or directives to a support staff member regarding future conduct.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[13-2911](#)

[15-341](#)

[15-505](#)

[41-770](#)

CROSS REF.:

[DKA](#) - Payroll Procedures/Schedules



**GDR ©**  
**NONSCHOOL EMPLOYMENT BY**  
**SUPPORT STAFF MEMBERS**

A regular, full-time employee's position in the District shall be given precedence over any type of outside work or self-employment. Employees are free to carry on outside work or self-employment projects as long as no District facilities, equipment, or school(s) are used, except as provided by policy, and the outside work or self-employment does not interfere with the employees' performance of District-assigned duties.

The outside work or self-employment by a staff member is of concern to the Board insofar as it may:

- Prevent the employee from performing assigned responsibilities in an effective manner.
- Be prejudicial to proper effectiveness in the position or compromise the District.
- Raise a question of conflict of interest - for example, where the employee's position in the District permits access to information or other advantage useful to the outside employer.

Therefore, an employee may not perform any duties related to outside work or self-employment during regular District working hours or during the additional time that is needed to fulfill the responsibilities of the District position. Employees who violate this policy are subject to reprimand, suspension, or termination.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-321](#)

[15-341](#)

CROSS REF.:

[EDB](#) - Maintenance and Control of Materials and Equipment

[KF](#) - Community Use of School Facilities



## **HD MEET - AND - CONFER STYLES, METHODS, AND PROCEDURES**

### **Professional Relations**

A professional relationship exists between the Governing Board and the District's employees. The Governing Board recognizes that educators are professionals, they have specialized qualifications, and their recommendations for policy development are important to the academic success of students.

In order to promote a process that takes into account the experience and judgment of all parties sharing responsibility for learning within the Glendale Elementary School District, the Superintendent is authorized to establish a Meet and Confer committee of recognized non administrative certified personnel representatives, and recognized non administrative classified personnel representatives to meet with selected administrators acting on behalf of the Governing Board and participate in a negotiation process for the purpose of improving matters of mutual interest; employee salaries, fringe benefits, and working conditions.

### **Meet and Confer Committee**

The Governing Board approves the Glendale Education Association (GEA) as the recognized representative for non administrative certified and non administrative classified staff.

The Governing Board and GEA agree that the educational welfare of the children of the District is paramount in the operation of the schools.

The Glendale Education Association (GEA) will select a team comprised of five (5) association members. The team will designate one (1) of the five (5) members as a spokesperson.

The Superintendent will appoint a five (5) member committee to represent him/herself during the negotiation process. The Superintendent shall select the spokesperson.

### **Meet and Confer Procedures**

#### **Interest-Based Negotiations**

Both parties agree to meet and confer in good faith. The obligation of good faith does not compel either party to agree to or to make a concession on a specific issue.

Meet and confer shall be open to anyone for observation only.

The meet and confer process will use an interest based approach resulting in consensus on issues related to employee salaries, fringe benefits, and working conditions.

The first meeting will be held by November 1 with the intent to establish a calendar of meeting dates and discussion guidelines. Negotiation meetings will be held from December 1 through March 30. Members of the teams shall meet to determine the procedures and ground rules for the meetings. These are to include

- Meeting days/dates,
- Meeting times/places,

- Meeting length,
- Caucus length,
- Agenda building
- Determine consensus
- Process for recording minutes.

Caucus may be declared at any time and each team shall have access to a telephone in a private area.

Tentative agreement of individual items reached during meet and confer shall be reduced to writing, dated, and signed by both teams' representative spokespersons.

Within thirteen (13) working days after reaching tentative agreement on all items, the package will be submitted to all employees and the Governing Board for their respective examination, followed by ratification or rejection by GEA and the Governing Board. In the event that the appointed teams are unable to reach a tentative agreement on all items by March 30, the Superintendent and GEA President may be asked to act as mediators in an attempt to reach an agreement on all items.

The meet and confer process will result in a written, negotiated agreement. All negotiated agreements shall be available online as a staff resource.

If the parties agree to items during the meet and confer process that would require a change to existing Governing Board policy, such shall be submitted to the Governing Board for consideration. Nothing in the process shall abridge the Governing Board's legal responsibilities for establishing policies, rules, and regulations. Under law, the Governing Board has the final responsibility for establishing policies for the District.

Adopted: October 22, 2015



## **HD-R**

### REGULATION

### **MEET - AND - CONFER STYLES, METHODS, AND PROCEDURES**

#### **Interest-Based Negotiations Committee**

Membership on the Interest-Based Negotiation (IBN) Committee is limited in order to facilitate collaborative discussions and a functional team. The Committee will be comprised of the following members:

- Five (5) members selected by the Glendale Education Association (GEA).
- Five (5) members selected by the Superintendent.

#### **Interest-Based Negotiations Process**

##### ***Facilitator***

An external consultant may be employed to serve as the facilitator of the IBN process.

##### ***Parameters***

The scope of the Interest-Based Negotiations process is to discuss salary and benefits for employees. The following issues are open for discussion:

- Salaries
- Sick Leave
- Sick Leave Buy-Back
- Early Retirement
- Vacation Leave
- Longevity Incentives
- Personal Leave
- Salary Credit for Professional Growth
- Benefits - Life Insurance, Health Insurance, Dental and Disability Insurance

##### ***Timelines***

The Interest-Based Negotiations Process will commence annually no later than December 1. A meeting schedule will be established annually. The committee process will be concluded annually by the March regular Governing Board meeting, but no later than March 30.



GLENDALE ELEMENTARY SCHOOL DISTRICT

**STUDY SESSION**

AGENDA NO: 5.B. TOPIC: Governing Board Self Evaluation

SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent

DATE ASSIGNED: June 27, 2019

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The Governing Board will discuss the annual Board Self Evaluation.

## EVALUATION OF SCHOOL BOARD / BOARD SELF-EVALUATION

### ANNUAL SELF-APPRAISAL OF THE GOVERNING BOARD

#### A. Board Relationship with the Superintendent:

(1) The Board imparts information on issues, needs, and complaints in a manner allowing the Superintendent the opportunity to solve related problems in a professional manner.

3 - Satisfactory

2 - Needs Improvement

(2) The Board clearly interprets its position on controversial matters pertaining to the District, thereby enabling the Superintendent to properly carry out the wishes of the Board.

2 - Satisfactory

3 - Needs Improvement

(3) The Board disregards personalities and considers the recommendations of the Superintendent in an unbiased and objective manner.

4 - Satisfactory

1 - Needs Improvement

(4) The Board communicates views of personnel effectiveness, including views related to the Superintendent, in a confidential and professional manner.

5 - Satisfactory

#### B. Board Relationship with the Community:

(1) The Board recognizes that the citizens have entrusted them with the educational development of the children and youth of this community.

5-Satisfactory

(2) The Board recognizes that the community expects their first and greatest concern to be in the best interest of each and every one of the young people without distinction as to who they are or what their background may be.

3 - Satisfactory

2 - Needs Improvement

(3) The Board enacts policies supporting the efforts of the administration in helping the people of this community to have the facts about their schools, to the end that they will readily provide the finest possible school program, school staff, and school facilities.

3 - Satisfactory

2 - Needs Improvement

**C. Board Relationships Between Members During Meetings:**

(1) Individual members of the Board treat other members of the Board and professional staff with respect during Board meetings.

4 - Satisfactory

1 - Needs Improvement

(2) Differences of opinion influencing Board member votes are based on the issues at hand and not on a personality basis.

5 - Satisfactory

(3) All members of the Board conduct themselves in such a manner as to emphasize that individual Board members have authority only when convened in a legally conducted Board meeting with at least a quorum present.

3 - Satisfactory

2 - Needs Improvement

**D. Board Relationships with Staff and Personnel:**

(1) The Board requires the Superintendent to recommend personnel for their consideration and consistently adheres to this procedure.

5 - Satisfactory

(2) The Board members make every effort to become acquainted with the personnel of the District.

2 - Satisfactory

3 - Needs Improvement

(3) The Board members' personal friendships with District personnel are maintained without allowing them to affect overall Board decisions and/or policies.

3 - Satisfactory

1 - Needs Improvement

1 - No Response

**E. Board Relationship to the Instructional Program:**

(1) The Board makes an effort to keep informed about the instructional program by providing for periodic reports as deemed necessary and by periodic visitation in the schools.

1 - Satisfactory

3 - Needs Improvement

1 - Unsatisfactory

(2) The Board attempts to gain information from the community pertaining to instructional program needs.

2 - Needs Improvement

3 - Unsatisfactory

(3) The Board maintains policies necessary to enable the educational staff to develop the educational program required to meet the needs of the community.

3 - Satisfactory

1 - Needs Improvement

1 - No Response

#### **F. Board Relationship to the Financial Management of the Schools:**

(1) The Board establishes the policies and provides the necessary resources to properly manage the finances of the District.

5 - Satisfactory

(2) The Board requires the proper accountability for the expenditure of funds in the District.

4 - Satisfactory

1 - Needs Improvement

(3) The Board provides justified funding to maintain a high quality educational program in this District.

3 - Satisfactory

2 - Needs Improvement

(4) The Board keeps the community informed about the financial needs of the District.

2 - Satisfactory

3 - Needs Improvement

**G. General Statements:**

(1) List in order of priority four (4) challenges the Board faces:

- (a) Budget
  - (b) Student Success
  - (c) Teacher Retention/Class Size
  - (d) Political climate controls results
- 

- (a) Losing funding and having to make difficult decisions about how to allocate money
  - (b) Teacher Retention and Pay
  - (c) Community Participation and Involvement with Schools
  - (d) Follow-through on items asked to be placed on the agenda
- 

- (a) Making decisions based on students first
  - (b) Setting direction in a timely manner
  - (c) Following the will of the majority at workshops
- 

- (a) Academic gains of students
  - (b) Funding/student counts
  - (c) Retention of educators/staff
  - (d) Capital needs
- 

- (a) Staff retention
- (b) Staying focused on the students
- (c) Board attendance

(2) List any weaknesses you have observed in the operation of the school system:

- Employees who play politics and undermine the Board
- Large turnover in total employees
- Messaging about events in our schools and/or positive things our students and teachers are doing isn't far reaching enough. We need to promote our district, our teachers and our students in more avenues like the Glendale Star and Arizona Republic West Valley News section. The GESD Twitter account and Facebook account should be posting something positive at least 3-5 times a week, not just when there's an event.
- Recognizing accomplishments all year long, not just attendance. We need to get creative.
- GESD needs to seek out more community partnerships. In doing so, our students can be exposed to many more opportunities for advancement and engagement.
- Report Cards
- Twice exceptional programs
- Gifted curriculum/programs especially middle school
- Advanced math track starting in lower grades
- Workload for teachers
- We need to tell our story better District and sites
- Loss of students to elsewhere

(3) List any significant accomplishments made by the school system during the past year:

- Change in Leadership\*
- More students getting 100% on one or both of the AzMERIT tests and increasing scores in general\*\*
- This administration stood in solidarity with the teachers/educators/staff during the #Red4Ed movement. This went a long way as they all stated they felt safe knowing they had the support of admin and the Board.
- Getting the Dual Language program started\*\*\*
- Dual language\*\*\*
- Start up of Dual Language at two sites\*\*\*
- Re-starting of Parent Advisory group
- State increase of funding
- Smooth superintendent transition\*
- Foodbank locations
- Student academic growth!!!\*\*
- More students scoring 100% on AzMERIT\*\*
- Implementing Dual Language program\*\*\*
- Test scores show we're improving\*\*
- GESD Foundation
- Healthy Trust allowed staff to continue their benefits without an increase in cost
- 10% pay increase to all staff

## Focus Areas

### Red Areas:

- The Board makes an effort to keep informed about the instructional program by providing for periodic reports as deemed necessary and by periodic visitation in the schools.
- The Board attempts to gain information from the community pertaining to instructional program needs.

### Green Areas:

- The Board clearly interprets its position on controversial matters pertaining to the District, thereby enabling the Superintendent to properly carry out the wishes of the Board.
- The Board members make every effort to become acquainted with the personnel of the District.
- The Board keeps the community informed about the financial needs of the District.

### Yellow Areas:

- The Board imparts information on issues, needs, and complaints in a manner allowing the Superintendent the opportunity to solve related problems in a professional manner.
- The Board recognizes that the community expects their first and greatest concern to be in the best interest of each and every one of the young people without distinction as to who they are or what their background may be.
- The Board enacts policies supporting the efforts of the administration in helping the people of this community to have the facts about their schools, to the end that they will readily provide the finest possible school program, school staff, and school facilities.
- All members of the Board conduct themselves in such a manner as to emphasize that individual Board members have authority only when convened in a legally conducted Board meeting with at least a quorum present.
- The Board provides justified funding to maintain a high quality educational program in this District.

### Blue Areas:

- The Board disregards personalities and considers the recommendations of the Superintendent in an unbiased and objective manner.
- Individual members of the Board treat other members of the Board and professional staff with respect during Board meetings.
- The Board members' personal friendships with District personnel are maintained without allowing them to affect overall Board decisions and/or policies.
- The Board maintains policies necessary to enable the educational staff to develop the educational program required to meet the needs of the community.
- The Board requires the proper accountability for the expenditure of funds in the District.

**BAA ©**  
**EVALUATION OF SCHOOL BOARD / BOARD**  
**SELF-EVALUATION**

The Board shall meet at least annually, not later than October 30, for the purpose of appraising its functioning as a Board and to evaluate Board performance. The appraisal plan approved by the Board will be developed by the Board President working with the Superintendent.

Evaluation instruments for Board operation may be used in the process.

The Superintendent and others who regularly work with the Board may be asked to participate in all or a portion of the appraisal.

Areas of Board operations and relationships that may be appropriate to consider during the evaluation of Governing Board procedures may include, but are not limited to:

- Board meetings/decision-making process
- Policy development/implementation
- Board/District goal setting
- Curriculum and instruction management/program
- Fiscal management/resource allocation
- School plant planning/management
- Board member orientation
- Board member development
- Board officer performance
- Board member relationships
- Board-Superintendent relationship
- Board-community relationship
- Legislative and governmental relationships

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-321](#)

CROSS REF.:

[BDD](#) - Board-Superintendent Relationship

EXHIBIT

**EVALUATION OF SCHOOL BOARD /  
BOARD SELF-EVALUATION**

**ANNUAL SELF-APPRAISAL OF  
THE GOVERNING BOARD**

The following list of items pertaining to the operation of the Governing Board is the basis for an annual self-evaluation. This may be carried out in conjunction with the annual evaluation of the Superintendent.

Please check the appropriate box for each item (S = satisfactory, N = needs improvement, U = unsatisfactory).

**A. Board Relationship with the Superintendent:**

<u>S</u>	<u>N</u>	<u>U</u>	(1) The Board imparts information on issues, needs, and complaints in a manner allowing the Superintendent the opportunity to solve related problems in a professional manner.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<u>S</u>	<u>N</u>	<u>U</u>	(2) The Board clearly interprets its position on controversial matters pertaining to the District, thereby enabling the Superintendent to properly carry out the wishes of the Board.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<u>S</u>	<u>N</u>	<u>U</u>	(3) The Board disregards personalities and considers the recommendations of the Superintendent in an unbiased and objective manner.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<u>S</u>	<u>N</u>	<u>U</u>	(4) The Board communicates views of personnel effectiveness, including views related to the Superintendent, in a confidential and professional manner.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**B. Board Relationship with the Community:**

<u>S</u>	<u>N</u>	<u>U</u>	(1) The Board recognizes that the citizens have entrusted them with the educational development of the children and youth of this community.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<u>S</u>	<u>N</u>	<u>U</u>	(2) The Board recognizes that the community expects
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

their first and greatest concern to be in the best interest of each and every one of the young people without distinction as to who they are or what their background may be.

S N U  
   (3) The Board enacts policies supporting the efforts of the administration in helping the people of this community to have the facts about their schools, to the end that they will readily provide the finest possible school program, school staff, and school facilities.

**C. Board Relationships Between Members During Meetings:**

S N U  
   (1) Individual members of the Board treat other members of the Board and professional staff with respect during Board meetings.

S N U  
   (2) Differences of opinion influencing Board member votes are based on the issues at hand and not on a personality basis.

S N U  
   (3) All members of the Board conduct themselves in such a manner as to emphasize that individual Board members have authority only when convened in a legally conducted Board meeting with at least a quorum present.

**D. Board Relationships with Staff and Personnel:**

S N U  
   (1) The Board requires the Superintendent to recommend personnel for their consideration and consistently adheres to this procedure.

S N U  
   (2) The Board members make every effort to become acquainted with the personnel of the District.

S N U  
   (3) The Board members' personal friendships with District personnel are maintained without allowing them to affect overall Board decisions and/or policies.

**E. Board Relationship to the Instructional Program:**

S   N   U  
     

(1) The Board makes an effort to keep informed about the instructional program by providing for periodic reports as deemed necessary and by periodic visitation in the schools.

S   N   U  
     

(2) The Board attempts to gain information from the community pertaining to instructional program needs.

S   N   U  
     

(3) The Board maintains policies necessary to enable the educational staff to develop the educational program required to meet the needs of the community.

**F. Board Relationship to the Financial Management of the Schools:**

S   N   U  
     

(1) The Board establishes the policies and provides the necessary resources to properly manage the finances of the District.

S   N   U  
     

(2) The Board requires the proper accountability for the expenditure of funds in the District.

S   N   U  
     

(3) The Board provides justified funding to maintain a high quality educational program in this District.

S   N   U  
     

(4) The Board keeps the community informed about the financial needs of the District.

**G. General Statements:**

(1) List in order of priority four (4) challenges the Board faces:

(a)

(b)

(c)

(d)

(2) List any weaknesses you have observed in the operation of the school system:

(3) List any significant accomplishments made by the school system during the past year:

GLENDALE ELEMENTARY SCHOOL DISTRICT  
**ACTION AGENDA ITEM**

AGENDA NO: 6.A. TOPIC: Certified Personnel Report

SUBMITTED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

RECOMMENDED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

DATE ASSIGNED FOR CONSIDERATION: June 27, 2019

RECOMMENDATION:

It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, terminations, and/or contract renewals of certified personnel.

**New Employment**

1. Adair, Justin	Teacher	\$42,000	07/29/19
2. Ashley, Alisa	Teacher	\$49,500	07/29/19
3. Esparza, Michael	Teacher	\$39,000	07/29/19
4. Hodges, Robert	SELS	\$53,033	07/25/19
5. Jeschien, Natalia	Physical Therapist	\$72,524	07/22/19
6. Jones, Anastasia	Teacher	\$44,250	07/29/19
7. Knyaz, Matalin	Teacher	\$39,750	07/29/19
8. Lundberg, Brittany	Teacher	\$39,000	07/29/19
9. Michaels, Kristen	Teacher	\$41,250	07/29/19
10. Peralta, Luis	Teacher	\$42,750	07/29/19
11. Ridley, Carol	Teacher	\$49,500	07/29/19
12. Wagner, Nicole	Teacher	\$39,000	07/29/19
13. Williams, James	Teacher	\$50,250	07/29/19
14. Zanella, Nicole	Teacher	\$39,000	07/29/19

**Resignation**

1. Conroy, Delia	SELS	Other Employment	05/24/19
2. Buchanan, Elizabeth**	Teacher	Personal Reasons	06/17/19
3. Wilcox, Joni*	Teacher	Other Employment	05/24/19
4. Gormley, Tyler	Teacher	Personal Reasons	05/24/19

\*\*Agreement

\*Recommend liquidated damages fee applied per contract

**Rescind Resignation**

1. Moultrie, Regina*	Teacher	02/21/19
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\*Contract Renewal for 19-20 SY

**Change of Position**

1. Medina, Mary	From Teacher to Achievement Advisor	07/15/19
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**Non-Administrative Contract Renewal**

1. Van de Bogart, Tammy	Teacher
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GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 6.B. TOPIC: Classified Personnel Report

SUBMITTED BY: Ms. Jacqueline Horine, Coordinator for Classified Human Resources

RECOMMENDED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

DATE ASSIGNED FOR CONSIDERATION: June 27, 2019

RECOMMENDATION:

It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, and/or terminations of classified personnel.

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**New Employment**

1. Bailon, Lacey                      Campus Monitor                      \$11.00                      08/05/19

**Position Change**

1. Chavez, Ronald    School Bus Driver to Warehouse Specialist Delivery Driver    \$13.89    06/10/19  
2. Dropp, Douglas Jr.    Unit Operation Manager to Warehouse Specialist Delivery Dr.    \$14.64    06/17/19  
3. Garza, Crystal    Ed. Assist. Special Ed. Autism    \$13.20    08/01/19  
4. Lopez, Teresa    Lead Custodian/EA to Bus Monitor    \$11.58    07/29/19

**Retirement**

1. Nunziata, Bonnie                      Food Service Manager                      09/03/19

**Resignation**

1. Masferrer, Jonathon                      Cleaner II                      Personal Reasons                      05/23/19  
2. Mendoza, Mercedes                      Campus Monitor                      Personal Reasons                      04/26/19

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 6.C. TOPIC: Out-of-State Teacher Recruitment Trip

SUBMITTED BY: Mr. Brian Duguid, Coordinator for Recruiting and Retention

RECOMMENDED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

DATE ASSIGNED FOR CONSIDERATION: June 27, 2019

RECOMMENDATION:

It is recommended the Governing Board approve the proposed Out-of-State Teacher Recruitment Trip, including participation in the job fair specified, and the corresponding out-of-county/state travel for Brian Duguid to attend.

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**RATIONALE:**

In order to attract and hire the most highly qualified and effective teacher candidates and maintain a strong applicant pool, it is necessary to attend out of state recruitment events. This event allows for our District representative to meet a wide range of applicants qualified in various content areas, and provide an opportunity for us to promote Glendale Elementary School District as an employer. Of particular value in attending this event is the opportunity to recruit teacher candidates for hard-to-fill areas and to meet applicants with diverse cultural backgrounds.

All out of state recruiting expenditures will be paid out of Title II. According to Guidance of Recruitment (ESEA, Section 2123) Local Education Agencies (LEAs) may utilize Title II-A funds to pay for recruitment expenses including website fees, job fair registration fees and travel/ per diem.

American Association for Employment in Education Summer Job Fair  
July 26, 2019  
Homestead, PA  
\$200 Registration Fee

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 6.D. TOPIC: Governing Board Goals, Norms, and Collective Commitments

SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent

DATE ASSIGNED FOR CONSIDERATION: June 27, 2019

RECOMMENDATION:

It is recommended the Governing Board reaffirm the Board Goals, Norms and Collective Commitments as presented.

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**RATIONALE:**

The Board Goals, Norms and Collective Commitments is presented for reaffirmation.



# GLENDALE ELEMENTARY SCHOOL DISTRICT No. 40

## GOVERNING BOARD GOALS

1. Increase student achievement.
2. Ensure the District's financial solvency.
3. Attract and retain Highly Qualified staff.

## GOVERNING BOARD NORMS

For the purpose of enhancing teamwork among members of the Board and between the Board and the Administration, we, the members of the School District Senior Leadership Team do hereby publicly commit ourselves collectively and individually to the following norms:

1. Come prepared to Board meetings.
2. Align decisions with adopted Board policy.
3. Adhere to established lines of communication.
4. Support Board decisions.
5. Consider recommendations from Administration.
6. Conduct business in a professional manner.
7. Follow the adopted meeting agenda.
8. Adhere to Arizona Open Meeting Law.
9. Agree to hold Board members accountable for their actions.

## GOVERNING BOARD COLLECTIVE COMMITMENTS

1. Agree Children's interests come first.
2. Set clear goals for themselves and the Superintendent.
3. Conduct an annual self-assessment/evaluation.
4. Review and continuously update District policies.
5. Agree that an individual Board member will not take unilateral action.
6. Agree the Board President is the spokesperson for the Board.
7. Avoid words and actions that create a negative impression on an individual, the Board, the District or the Community.
8. Actively listen to all speakers/presenters.
9. Agree we can disagree and use common courtesy and respect for others.
10. Adhere to Board Policy in handling all communications with staff and community members (BHC - Board Communication with Staff Members, BHD - Board Communications with the Public).
11. Agree Board meetings are for decision-making, actions, and focused discussions.
12. Will not play to the audience.
13. Agree to speak to the issues on the agenda.
14. Engage with the community to promote the District's mission, vision and goals.
15. Defer to the Superintendent for clarification on agenda items.
16. Adhere to Policy BEDBA-Board Agenda Preparation and Dissemination.

Adopted by the Governing Board May 24, 2018, and reaffirmed on June 27, 2019.

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GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 6.E. TOPIC: Extracurricular Fee Schedule

SUBMITTED BY: Ms. Valerie Caraveo, Director of Finance

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Finance and Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: June 27, 2018

RECOMMENDATION:

It is recommended the Governing Board approve the fee schedule for extracurricular activities for the 2019-2020 fiscal year as presented.

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**RATIONALE:**

A.R.S. §43-1089.01 requires school districts to charge a fee for extra-curricular activities in order to utilize the tax credit program. Extracurricular activities mean school-sponsored activities that require enrolled students to pay a fee in order to participate. It is important to note that the requirement is to charge a fee, not collect a fee. This means a child not able to afford the fee may have the opportunity to have the fee paid for them through the tax credit program.

Therefore, it is recommended the Governing Board approve the attached fee schedule for extracurricular activities for the 2019-2020 fiscal year.

**Glendale Elementary School District #40  
2019-2020 Extra-Curricular Fee Schedule**

<b>Activity</b>	<b>Range</b>	
	<b>From</b>	<b>To</b>
6th Grade Outdoor Education Camp	\$ 5.00	\$ 50.00
After School Club(s)	\$ 0.05	\$ 20.00
After School Sport(s)	\$ 0.05	\$ 15.00
After School Activity Fee Card	\$ 5.00	\$ 25.00
After School Performance Group	\$ 0.05	\$ 15.00
Choir	\$ 1.00	\$ 10.00
End of Year Programs	\$ 0.25	\$ 25.00
Equipment for After School Programs	\$ 1.00	\$500.00
Extra Curricular Supplies/Equipment	\$ 0.05	\$ 50.00
Jazz Band	\$ 1.00	\$ 10.00
Miscellaneous Field Trip Admissions	\$ 0.25	\$ 15.00
Miscellaneous Field Trips	\$ 0.05	\$ 50.00
Student Award Programs	\$ 0.05	\$ 2.00
Summer School Library Program	\$ 0.05	\$ 15.00

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 6.F. TOPIC: 2019-2020 Capital Plan

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Financial and Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: June 27, 2019

RECOMMENDATION:

It is recommended the Governing Board approve the Capital Plan for fiscal year 2020 as presented.

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**RATIONALE:**

Arizona Revised Statute (A.R.S.) § 15-2041 (C) requires school districts to submit a capital plan to the School Facilities Board (SFB) annually and request monies from the new school facilities fund if the plan indicates a need for a new school, addition to an existing school within four years or need land within the ten years.



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**STATE OF ARIZONA SCHOOL FACILITIES BOARD**

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**FY 2020 CAPITAL PLAN SUBMITTAL FORM**

Capital plans submitted by school districts in the state are required to have the approval of the school district's governing board (A.R.S. §15-2041 B). Please provide the following information with the FY 2020 capital plan submitted to the School Facilities Board.

School District:	Glendale Elementary District
Contact Person:	Mike Barragan
Title:	Assistant Superintendent
Telephone Number:	6232377110
Fax Number:	6232377296
E-Mail Address	mbarragan@gesd40.org

This FY 2020 Capital Plan submittal was approved by the Governing Board of Glendale Elementary District on \_\_\_\_\_, and I, \_\_\_\_\_, am authorized to transmit this document to the School Facilities Board on behalf of the District.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

When this page is signed, Please Scan and e-mail to <a href="mailto:krobinson@azsfb.gov">krobinson@azsfb.gov</a>
---

**Master Plan**

NA

**Enrollment**

First day of Fall	2019
Grade Config	Enrollment
P-8	10,992

**Tuition in / out**

District	In	Out
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**Open Enrollment**

District	Student Count
Alhambra Elementary District	87
Avondale Elementary District	5
Balsz Elementary District	1
Buckeye Elementary District	2
Cartwright Elementary District	97
Creighton Elementary District	4
Deer Valley Unified District	5
Dysart Unified District	12
Fowler Elementary District	12
Higley Unified District	1
Isaac Elementary District	23
Laveen Elementary District	4
Litchfield Elementary District	3
Littleton Elementary District	7
Mesa Unified District	1
Murphy Elementary District	1
Nadaburg Unified District	5
Paradise Valley Unified District	3
Pendergast Elementary District	54
Peoria Unified District	79
Phoenix Elementary District	2
Riverside Elementary District	2
Roosevelt Elementary District	7
Tolleson Elementary District	7
Union Elementary District	11
Washington Elementary District	30

**ADM Methodology**

The enrollment analysis for GESD incorporates information on current and historic enrollment, housing occupancy and residential development and demographic characteristics and data generated from Applied Economics.

**ADM Projections**

P-8		
Year	ADM	% Change
FY 20	11,033.00	
FY 21	10,768.00	-2.41
FY 22	10,538.00	-2.14
FY 23	10,349.00	-1.80
FY 24	10,156.00	-1.87
FY 25	10,007.00	-1.47
FY 26	9,798.00	-2.09
FY 27	9,655.00	-1.46
FY 28	9,540.00	-1.20
FY 29	9,462.00	-0.82

**Residential Developments**

Number of Developments entered
3

**Residential Developments Closings**

FY	Closings
2019	187
2020	0
2021	0
2022	0
2023	0
2024	0
2025	0
2027	0
2028	0

**New Construction Project Requests**

Project Description	Project Number	Grade Level	Number of Students	Projected Opening	Land Need	Land Status
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**Locally-Funded Project List**

Project Description	Grade Config	Funding Source	Estimated Completion Date	Replacement Space	Gross Square Footage	Excludable Square Footage
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GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 6.G. TOPIC: Facility Use Fee Schedule and Agreement

SUBMITTED BY: Mr. Greg Gilliam, Director of Maintenance and Operations

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Finance and Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: June 27, 2019

RECOMMENDATION:

It is recommended the Governing Board approve the Facility Use Fee Schedule and Agreement as presented.

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**RATIONALE:**

A.R.S. § 15-1105 (E) requires the governing board to annually approve a fee schedule for the lease of school property. The fee schedule shall include a designation of the persons, groups or organizations who shall have uncompensated use of the school property, and a procedure for determining the value of goods and services being provided as compensation for the use of school property. The governing board, superintendent or chief administrative officer shall require proof of liability insurance for such use or lease of school property.

The fee schedule reflects a five dollar increase across the board.

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**GLENDALE  
ELEMENTARY  
SCHOOL DISTRICT**

**Glendale Elementary School District  
#40**

**FY 2019-2020  
Facility Use Agreement**

**Rules, Regulations and Fees for Rental of School Property**

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## INTRODUCTION

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Welcome to the Glendale Elementary School District ("GESD"). We are pleased that you have chosen our facilities for prospective use.

Pursuant to the Arizona Revised Statutes (A.R.S.) Section 15-1105 et seq., District owned facilities may be made available for public use. The Governing Board adopted the spirit and intent of this public law in making the District facilities available to the public. However, the District cannot subject itself or its residents to liability not otherwise assumed in the normal course of operations.

Therefore, all prospective OCCUPANTS of District facilities **must thoroughly read, complete and sign the enclosed Facility Use Agreement and associated forms as indicated.** The site Principal or Administrator shall review the request and determine if there are any conflicts with any site-sponsored activities. The request shall then be submitted to and approved by the Director of Facilities and Operations, along with any fees and the required evidence of insurance prior to the commencement date stated in the agreement.

The use and occupancy of school property shall be primarily for GESD purposes. Any authorized use or occupancy of the property for other than GESD purposes shall be secondary and subordinate to this primary purpose.

The extensive use of school buildings and grounds by community groups makes it imperative that definite rules, regulations and policies govern the use of these facilities. Use of school facilities must be in accordance with the provision of Arizona Revised Statutes.

If you need more information regarding the use of our facilities or assistance with the Facility Use Manual, please contact the Maintenance and Operations Department Administrative Secretary at (623)237-6202.

## **SUBMITTING YOUR FACILITY USE REQUEST**

All facility use is scheduled through the Maintenance and Operations Administrative Secretary. All returning and prospective facility users must submit their event requests by mail, email or in person to:

ATTN: GESD #40 Facility Rental  
7015 W Maryland Ave  
Glendale, AZ 85303  
facilityrental@gesd40.org

## COMMUNITY USE OF SCHOOL FACILITIES

The Governing Board may grant the use of school facilities to any person, group, or organization for any recreational, educational, political, economic, artistic, moral, social, or other civic purposes in the interest of the community, including extended day resource programs. **Such use shall not interfere with any school activity.** The authorized representative of the Board may approve the use of school facilities by non-school organizations.

### Fees

A reasonable use fee shall be charged for the lease of school facilities and property. "Reasonable use fee" means an amount that is at least equal to the cost for utilities, services, supplies or personnel provided to the lessee pursuant to the terms of the lease.

A schedule of fees and direct expenses shall be adopted annually. This schedule shall include the following classes of usage:

- **Class I.** School-related, student-centered groups that exist for the sole purpose of contributing to the success of our GESD Students such as: PTO's, PTA's and student fundraisers
- **Class II.** Youth Athletic Programs or Youth Development Programs that are non-profit organizations as specified by law (must provide IRS 501(c)(3) determination letter and proof of good standing with the Arizona Corporation Commission) and the majority of participants are students from the District such as: Youth Baseball/Softball, Soccer, Basketball, Football, Boy Scouts, Girl Scouts, Cub Scouts, Brownies OR Athletic Tournaments and Camps operated by District Staff/Coaches in which a participation fee is charged to all who participate
- **Class III.** Non-profit groups and organizations that, for the most part, do not involve only students from the District and/or will not likely perform educational functions for District students (must provide IRS 501(c)(3) determination letter and proof of good standing with the Arizona Corporation Commission)
- **Class IV.** Commercial or for-profit organizations

Any individual, group, or organization presumptively classified as Class II may submit a request for uncompensated use of school facilities, which shall include an explanation of why uncompensated use should be permitted. The Superintendent is authorized to make the final decision on such request.

### Uncompensated Use

The Superintendent may permit the uncompensated use of school buildings and grounds by any District or school related group or by any non-school related community non-profit organization whose membership is open to the public, provided that the activity for which the facility is to be used promotes the educational function of the School District. "Educational function" means uses that are directly related to the educational mission of the District as adopted by the Board (and found in policy A of the District's Policy Manual) and includes the related uses of parent-teacher organizations, youth organizations and school employee organizations. Use of facilities or property by organizations indicated above that will require a substantial District cost for utilities, services, supplies and/or personnel may be permitted only if payments are made to reimburse these costs to the District.

The mission statement and the group's or organization's promotion of the educational function through the activity, as interpreted by the Superintendent in good faith, will be the basis upon which uncompensated use of District facilities and property shall be approved or denied.

*Uncompensated use* means that the group or organization pays only the District's direct costs resulting from the use of the facilities. The Board has determined, in good faith, that recreational or educational activities for the youth residing within the District's boundaries promote the educational function of the District.

**Terms of Use**

No school facility shall be used by any group or individual not in compliance with the requirements of all applicable federal or state statutes, regulations, and rules prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, age, or any other prohibited classification. No school facility shall be used by any group or individual for the purpose of advocating social or political change by violence or for advancing any theory subversive to the constitutions or laws of the state of Arizona or the United States.

No alcoholic beverages or e-cigarette products are allowed on District property. Tobacco products are not allowed on District property, pursuant to A.R.S. 36-798.03. Weapons are not allowed on school grounds, pursuant to A.R.S. 13-3102(A)(12).

**Insurance**

Proof of liability insurance with minimum limits of one million dollars (\$1,000,000) shall be required for the use or lease of school property pursuant to A.R.S. 15-1105(E), with GESD named as “additional insured” on the policy. A certificate of insurance is required as evidence of this coverage.

**Procedures, Rules, and Regulations**

The Superintendent shall establish such rules and regulations as are needed to implement this policy as well as to assure the preservation of District property. If damage to the facilities occurs as the result of irresponsibility on the part of the applicant, charges shall be made to cover the amount of the damage. The Superintendent reserves the right to cancel any agreement if, after investigation, it is deemed that such use is not in the best interest of the District.

Initial inquiries for use of school facilities should be made via the Facilities Use Request link found on the GESD40.org homepage. **School activities shall always be given preference for use of facilities.**

**Elections**

The principal of a school may deny a request to provide space for use as a polling place if within two (2) weeks after a request has been made the principal provides a written statement indicating a reason why the election cannot be held in the school that includes any of the following:

- Space is not available at the school.
- A disruption of the normal school activities would occur.
- The safety or welfare of the students would be jeopardized.

Posting of political signs and other electioneering activities will not be permitted on school property at any time including on Election Day at school sites used as polling places.

**Athletic Activities**

At least two (2) weeks prior to the requested first use date, OCCUPANT must submit the Athletic Activities Addendum (Appendix E), signed and dated by an official of OCCUPANT, describing the program and verifying it is and shall continue to be compliant with A.R.S. 15-341 and Board Policy JJIB.

Adopted: November 18, 2003

LEGAL REF.: A.R.S.           15-511  
  15-341  
  15-1105  
  15-1141 to 15-1143  
  16-411

CROSS REF.:     A - Educational Mission and Belief Statement

AC - Non - Discrimination / Equal Opportunity  
EDC - Authorized Use of School-Owned Materials and Equipment  
JJIB - Interscholastic Sports

## **PUBLIC CONDUCT ON SCHOOL PROPERTY**

No person shall engage in conduct that may cause interference with or the disruption of an educational institution. Interference with or disruption of an educational institution includes any act that might reasonably lead to the evacuation or closure of any property of the educational institution or the postponement, cancellation or suspension of any class or other school activity. For the purposes of this policy, an actual evacuation, closure, postponement, cancellation or suspension is not required for the act to be considered interference or disruption.

A person commits interference with or disruption of an educational institution by doing any of the following:

- Intentionally, knowingly or recklessly interfering with or disrupting the normal operations of an educational institution by either:
- Threatening to cause physical injury to any employee or student of an educational institution or any person on the property of an educational institution.
- Threatening to cause damage to the District, the property of the District, or the property of any person attending the District.
- Intentionally or knowingly entering or remaining on the property of an educational institution for the purpose of interfering with or denying lawful use of the property to others.
- Intentionally or knowingly refusing to obey a lawful order given by the Superintendent or a person designated to maintain order.

The above identified acts need not be directed at a specific individual, the District, or specific property of the District to constitute a violation of this policy.

Restitution for any financial loss caused by a violation of the policy may be required. Furthermore, an individual who interferes with or disrupts an educational institution is subject to misdemeanor or felony charges as provided in A.R.S. 13-2911.

A person may also interfere with or disrupt the District function by committing any of the following:

- Any conduct intended to obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions or any activity sponsored or approved by this Board.
- Physical or verbal abuse or threat of harm to any person on property owned or controlled by the District or at supervised functions sponsored by the District.
- Forceful or unauthorized entry to or occupation of District facilities, including both buildings and grounds.
- Illicit use, possession, distribution, or sale of tobacco, alcohol, or drugs, other controlled substances, or other illegal contraband on District property or at school-sponsored functions.
- Use of speech or language that is offensive or inappropriate to the limited forum of the public school educational environment.
- Failure to comply with the lawful directions of District officials or of District security officers or other law enforcement officers acting in performance of their duties, and failure to identify oneself to such officials or officers when lawfully requested to do so.
- Knowing violation of a District rule and regulation. Proof that an alleged violator has a reasonable opportunity to become aware of such rules and regulations shall be sufficient proof that the violation was done knowingly.
- Any conduct constituting an infraction of any federal, state, or city law or policy or regulation of the Board.
- Carrying or possessing a weapon on school grounds unless the individual is a peace officer or has obtained specific authorization from the appropriate school administrator.

**Additional Requirements of the General Public**

The definition of general public is anyone who does not come under the definition of student, faculty member, staff member, or employee.

- No person shall visit or audit a classroom or other school activity, nor shall any person come upon or remain upon school premises, without approval by the principal or the principal's authorized representative. Nor shall any person conduct or attempt to conduct any activity on school premises without prior approval by the Superintendent or the Superintendent's authorized representative.
- Any member of the general public considered by the Superintendent, or a person authorized by the Superintendent, to be in violation of these rules shall be instructed to leave the property of the District. Failure to obey the instruction may subject the person to criminal proceedings pursuant to A.R.S. 13-2911 and to any other applicable civil or criminal proceedings, or to tribal ordinance.
- Persons attending special functions shall confine themselves to the specific part of the facility assigned in the permit.
- Persons who engage in disorderly conduct of any kind may be subject to removal and exclusion from the facility.
- The use of facilities shall be granted only for legitimate purposes. Therefore, the permit holder shall assume full responsibility for any unlawful act committed during the exercise of the permit.

Adopted: January 28, 2003

LEGAL REF.: A.R.S.        13-2905  
                                  13-2911  
                                  13-3102  
                                  15-341  
                                  15-507

CROSS REF.:        GBEB - Staff Conduct  
                          GCQF - Discipline, Suspension, and Dismissal of Professional Staff Members  
                          GDQD - Discipline, Suspension, and Dismissal of Support Staff Members  
                          JIC - Student Conduct  
                          JK - Student Discipline

## APPENDIX A

### FACILITY USE REQUEST CHECKLIST

- |   | Y                        | N                        |
|---|--------------------------|--------------------------|
| 1. Have you thoroughly read, completed and signed the Facility Use Agreement located in Appendix B, and will you comply with its terms and conditions?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you thoroughly read and signed the Facility Use Guidelines located in Appendix C (or D) and will you comply with its requirements?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Do you understand that you are responsible to inform all participants of your Organization of the need to comply with the terms of the Facility Use Agreement and Facility Use Guidelines? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do you have the necessary verification of insurance with the minimum limits of \$1,000,000? **   | <input type="checkbox"/> | <input type="checkbox"/> |

**Determining Class of Usage**

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 1. Is the activity that of a District or school related organization?  | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Are the participants primarily GESD Students?   | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Is this activity a School Fundraising Activity where participants pay a fee to participate?                         | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is this activity an Athletic Camp or Program run by District Staff where the participants pay a fee to participate? | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Are the participants primarily GESD Students?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is this activity a youth athletic program operated by a Non-profit organization?                                    | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is the organization's membership open to the public?  | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Are the participants primarily GESD Students?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Do you have the necessary verification documents if claiming non-profit status? **                                  | <input type="checkbox"/> | <input type="checkbox"/> |

\*\*Please include documentation to verify this information with your application.

Please sign below and return this form to the Maintenance and Operations Department along with the signed Facility Use Agreement (Appendix B) and applicable Facility Use Guidelines (Appendix C for building spaces or Appendix D for fields and exterior basketball courts). Usage Class will be determined by your responses above and charges shall be determined prior to final approval of this agreement.

All payments must be made in advance of Facility Use. Please make checks payable to **“Glendale Elementary School District #40”** and mail or deliver to **Attn: GESD #40 Facility Rental, 7015 W. Maryland Ave, Glendale AZ 85303**. If the agreement spans more than two months, payment plans may be allowed and would be divided into equal monthly payments. Payments will be due each month prior to the use of the facility.

\_\_\_\_\_  
Signature of OCCUPANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Organization

\_\_\_\_\_  
City, State & ZIP

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-Mail Address of Contact

**APPENDIX B**

**FACILITY USE AGREEMENT**

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**BETWEEN**

**Glendale Elementary School District #40**

**and**

\_\_\_\_\_  
Organization's Name

**1. PARTIES**

The parties to this Agreement are Glendale Elementary School District No. 40, hereinafter referred to as "**DISTRICT**", and \_\_\_\_\_, hereinafter referred to as "**OCCUPANT**".

**2. RECITALS**

This Agreement is made with reference to the following facts:

2.1 DISTRICT has offered to make available to the OCCUPANT the following DISTRICT-owned property, hereinafter referred to as "**FACILITY**":

Name of Facility: \_\_\_\_\_

Date(s): \_\_\_\_\_ Time(s): \_\_\_\_\_

2.2 OCCUPANT agrees to use the FACILITY for only the following purposes:

\_\_\_\_\_  
\_\_\_\_\_

2.3 OCCUPANT represents that the FACILITY will only be used for the stated purpose.

2.4 OCCUPANT has paid in full all fees due under any previous Facility Use Agreements with the DISTRICT.

**3. USE**

When using the FACILITY, or any portion thereof, OCCUPANT agrees to comply with all applicable state, federal or local laws and regulations, and with the policies and regulations of the DISTRICT pertaining to the use and occupancy of the FACILITY. OCCUPANT agrees to take good care of the FACILITY and any equipment and furniture located therein, and to leave the FACILITY at all times in as good order and condition as existed prior to OCCUPANT's use thereof. OCCUPANT shall not use or allow any portion of the FACILITY to be used for any unlawful purpose. OCCUPANT shall not commit or allow to be committed any waste or nuisance in or about the FACILITY, or subject the FACILITY to any use that would damage any portion of the FACILITY or raise or violate any insurance coverage

maintained by the DISTRICT. OCCUPANT shall not allow a number of persons in any portion of the FACILITY at any time in excess of the legal or normal capacity of such portion of the FACILITY. **OCCUPANT shall not permit any food or drink in any classroom or gymnasium without prior written approval of the Director of Maintenance and Operations.** OCCUPANT shall not permit tobacco use, alcohol, or weapons on school grounds. OCCUPANT knows of and will enforce all requirements of the Arizona Medical Marijuana Act and its implementing regulations.

**4. SCHEDULING**

OCCUPANT shall schedule each event through the District’s Maintenance and Operations Department Administrative Secretary. The completed Facility Use Agreement and all completed accompanying forms can be emailed to [facilityrental@gesd40.org](mailto:facilityrental@gesd40.org) or mailed to the following address: ATTN: GESD #40 Facility Rental, 7015 W Maryland Ave, Glendale, AZ 85303.

**5. TERM OF AGREEMENT**

The term of this agreement shall commence on \_\_\_\_\_, 201\_\_\_\_, and end on \_\_\_\_\_, 201\_\_\_\_, at which time OCCUPANT’s rights to use the FACILITY under this Agreement shall automatically expire unless otherwise extended in writing, by the DISTRICT, at its sole discretion.

**6. COMPENSATION**

OCCUPANT will compensate DISTRICT in advance for use of the FACILITY as follows:

- 1) In advance for all events with a duration of two (2) months or less.
- 2) If event duration is longer than two (2) months equal monthly payments will be made in advance of use each month.

Please make checks payable to **“Glendale Elementary School District #40” and mailed or delivered to Attn: GESD #40 Facilities Rental, 7015 W. Maryland Ave, Glendale AZ 85303.**

**7. INSURANCE**

Pursuant to A.R.S. Section 15-1105 et seq., OCCUPANT agrees to procure, at its expense, and maintain during the term hereof, a policy of general liability insurance, against claims for bodily injury, death and property damage occurring in connection with OCCUPANT’s use of any portion of the FACILITY, which insurance shall retain the minimum limits of \$1,000,000 and include the DISTRICT as an additional insured certificate holder and be primary and non-contributing to any coverage maintained by the DISTRICT. OCCUPANT shall provide the DISTRICT with a certificate evidencing such insurance coverage is in effect.

**8. LIABILITY AND INDEMNITY**

The School District and its employees, including the Governing Board and Superintendent, are immune from civil liability with respect to all decisions made and actions taken to allow the lease or use of school property, unless the School District or its employees are guilty of gross negligence or intentional misconduct. This does not limit any other immunity provisions that are prescribed by law.

OCCUPANT agrees to conduct its activities in the FACILITY in a careful and safe manner. As a material part of the consideration to the DISTRICT, OCCUPANT hereby assumes all risk of damage to and loss or theft of property, and injury or death to persons related to OCCUPANT’s use or occupancy of any

portion of the FACILITY from any cause whatsoever, and OCCUPANT hereby waives all claims in respect thereof against DISTRICT. OCCUPANT shall indemnify, defend, and save harmless DISTRICT and all of its employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by DISTRICT, on account of loss or damages to any property and for injuries to or death of any person arising out of any act or omission by OCCUPANT, its employees, agents, representatives, or subcontractors, or arising out of its use of the FACILITY, or arising out of workers' compensation claims or unemployment disability compensation claims of employees of OCCUPANT or out of claims under similar such laws. OCCUPANT's obligation under this Section 8 shall not extend to any liability caused by the sole negligence of DISTRICT or its employees. Where both DISTRICT and OCCUPANT, including their employees, agents or representatives participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation.

**9. ENTIRE CONTRACT**

This Agreement embodies the entire contract between OCCUPANT and DISTRICT. The parties shall not be bound by or be liable for any statement or representation of any nature not set forth in this Agreement. Changes of any of the provisions of this Contract shall not be valid unless reduced to writing and signed by both parties. The Facilities Use Request Checklist (Appendix A), Facilities Use Guidelines (Appendix C), Field Use Guidelines (Appendix D), Athletic Activities Addendum (Appendix E), and applicable GESD Governing Board policies are incorporated herein by this reference.

**10. SUSPENSION AND TERMINATION**

DISTRICT may, by written notice, direct OCCUPANT to suspend its use of the FACILITY for such period of time as may be determined by DISTRICT to be necessary or desirable. Upon receipt of such termination notice, OCCUPANT shall immediately discontinue use of the FACILITY under this Agreement. Payment for use already completed or in process at the time of the notice of termination is received shall be adjusted between DISTRICT and OCCUPANT in a fair and reasonable manner, but shall exclude any allowance for unperformed use or anticipated profits thereon.

**11. WAIVER**

The failure of DISTRICT to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or OCCUPANT's delay in the exercise of any such rights or remedies, shall not release OCCUPANT from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of DISTRICT to insist upon strict performance of this Agreement.

**12. ASSIGNMENTS AND SUBLETTING**

OCCUPANT shall not have the right to assign this Agreement or allow any other person or entity to use or occupy any or all of the FACILITY without the prior written consent of the DISTRICT, which consent may be granted or withheld at the DISTRICT'S sole discretion.

**13. DEFAULT**

In the event that the OCCUPANT fails to pay any fee or other sum required to be paid by the OCCUPANT hereunder when due, or otherwise fails to comply with or observe any other provisions of this Agreement, in addition to any other remedy that may be available to the DISTRICT by reason of

such failure, whether at law or in equity, the DISTRICT may immediately terminate this Agreement and all rights of the OCCUPANT hereunder.

**14. ARBITRATION**

In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by Sections 12-1518 and 12-133, Arizona Revised Statutes, and rules promulgated thereunder.

**15. CONFLICT OF INTEREST**

The parties understand that this Agreement is subject to cancellation pursuant to Section 38-511 of the Arizona Revised Statutes, without penalty or further obligation on the part of the DISTRICT, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the DISTRICT is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of the OCCUPANT, in any capacity, or a consultant to the OCCUPANT, with respect to the subject matter of this Agreement.

**16. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Arizona, the courts of which state shall have jurisdiction of the subject matter hereof.

**17. RELATIONSHIP**

The parties agree that neither the OCCUPANT nor any employees or other personnel of the OCCUPANT will for any purpose be considered employees of the District, and with respect to the OCCUPANT and any employees or other personnel of the OCCUPANT, the DISTRICT shall not be responsible in any manner for the supervision, daily direction and control of the OCCUPANT and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for OCCUPANT and any of its employees or other personnel.

**18. CLEANING OF FACILITIES / PENALTIES**

DISTRICT will be responsible for cleaning the FACILITY immediately after each use. OCCUPANTS are responsible for the removal of any and all debris, including, but not limited to, papers, wrappers, water bottles, etc. OCCUPANT shall also be responsible for emptying all trash containers into dumpsters. Failure to comply with this policy will result in the following penalties:

<b>FIRST INSTANCE</b>	<b>WRITTEN WARNING</b>
<b>SECOND INSTANCE</b>	<b>\$100.00 FINE</b>
<b>THIRD INSTANCE</b>	<b>LOSS OF USE</b>

**19. PERIODIC PRE- AND POST-USE FACILITY ASSESSMENTS**

Periodic pre- and post-use facility assessments shall be conducted to assess rental contract conformance and the quality of care being provided to District facilities during rental periods. DISTRICT reserves the right to require facility users to pay for District custodial/site supervision for the duration of each facility use event should the Director of Maintenance and Operations determine that the terms of the contract are not being met.

**20. CANCELLATION OF AGREEMENT**

DISTRICT or OCCUPANT may, at any time, by written notice, cancel this agreement. Upon receipt of such cancellation notice, OCCUPANT shall immediately discontinue use of the FACILITY under this Agreement. Payment for use already completed or in process at the time of the notice of termination is received shall be adjusted between DISTRICT and OCCUPANT in a fair and reasonable manner, but shall exclude any allowance for unperformed use or anticipated profits thereon.

OCCUPANT must give written notice of cancellation at least two weeks prior to the date(s) to be cancelled. Upon receipt of this written notice, the DISTRICT will issue a credit of equal value for future use.

**21. CHANGES TO AGREEMENT**

The Superintendent and/or Governing Board may make changes to policies governing this agreement without prior notice. Upon said changes, OCCUPANT will be notified by written notice.

**22. AUTHORITY**

The individual signing below on behalf of the OCCUPANT hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the OCCUPANT and that this Agreement is binding upon the OCCUPANT in accordance with its terms.

**23. EXECUTION DATE**

The parties have caused this Agreement to be executed by their duly authorized representatives, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**“DISTRICT”**

**“OCCUPANT”**

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Director of Maintenance and Operations

TITLE: \_\_\_\_\_

## APPENDIX C

### FACILITY USE GUIDELINES

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#### **General Safe Practices and Cooperation**

While using the District facility, the OCCUPANT shall adopt and follow safe practices in its operations. The OCCUPANT is expected to cooperate with District personnel to ensure a safe site. The OCCUPANT shall clarify with District personnel all safety and security requirements prior to use of the facilities.

#### **Facility Use Guidelines**

1. All use shall be performed in compliance with all applicable statutes, rules and regulations.
2. The OCCUPANT shall furnish or require participants to wear appropriate clothing.
3. The OCCUPANT shall observe District vehicle parking guidelines. The OCCUPANT shall not allow any parking in any areas other than designated parking areas. Parking in Bus lanes and Fire lanes is strictly prohibited.
4. The OCCUPANT shall maintain all areas used in a clean, well-organized manner.
5. If playground equipment is used, the OCCUPANT shall provide adult supervision of at least one adult for each twenty (20) children using equipment.
6. Any electrical tools, appliances and extension cords used on the premises shall be in good condition.
7. All means of access or egress shall be identified and communicated to participants.
8. OCCUPANT shall identify areas where travel **is not** permitted and inform participants.
9. Roadways and sidewalks to be used shall be inspected by the OCCUPANT and are to remain clear of obstructions during use.
10. All materials used shall be properly handled, stored or stacked.
11. OCCUPANT shall provide adequate signs and markers to inform participants of rules and to maintain the facility in a safe manner.
12. OCCUPANT shall not serve or use liquor, tobacco products or narcotic drugs during use of the facility.
13. If food is served or sold in conjunction with any event, the OCCUPANT shall secure all required permits from Maricopa County Environmental Health Services and present proof of appropriate permitting to the site Principal at least one week prior to event. More information can be found at this link: <http://www.maricopa.gov/3976/Special-EventsFarmers-Markets>
14. OCCUPANT shall provide adequate supervisory personnel to ensure that these guidelines are implemented.
15. OCCUPANT shall confirm knowledge of and commitment to comply with the requirements and restrictions for use of facilities for athletic activities as set out in Board Policy JJIB and Regulation JJIB-R.
16. OCCUPANT shall comply with all applicable requirements of The Arizona Medical Marijuana Act.
17. OCCUPANT shall require all participants in athletic activities to fill out the Mild Traumatic Brain Injury (MTBI)/Concussion Statement and Acknowledgement Form before participation.
18. OCCUPANT shall have a list of emergency agencies and phone numbers available at all times.
19. OCCUPANT shall ensure facility access points are secured before leaving the premises.
20. OCCUPANT shall notify GESD Security (623.237.6236) prior to arriving and when they are leaving the site.

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Signature

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Printed Name

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Date

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Organization

## APPENDIX D

### FIELD USE GUIDELINES

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#### ***General Safe Practices and Cooperation***

While using the District field, the OCCUPANT shall follow these practices in its operations. If this agreement includes use of the field lighting, the OCCUPANT will be issued a unique PIN number that will be used to turn on the lights at the respective field. The OCCUPANT is expected to keep the PIN number confidential. If the PIN number is used on a date/time NOT included under this agreement, the OCCUPANT will be charged for that additional usage.

#### ***Field Use Guidelines***

1. All use shall be performed in compliance with all applicable statutes, rules and regulations.
2. OCCUPANT shall furnish or require participants to wear appropriate clothing.
3. OCCUPANT shall observe District vehicle parking guidelines. The OCCUPANT shall not allow any parking in any areas other than designated parking areas. Parking in Bus loops and Fire lanes is strictly prohibited.
4. OCCUPANT shall maintain all areas used in a clean, well-organized manner.
5. Any equipment used on the premises shall be in good condition.
6. All means of access or egress shall be identified and communicated to participants.
7. OCCUPANT shall provide adequate signs and markers to inform participants of rules and to maintain the field in a safe manner.
8. OCCUPANT shall not serve or use liquor, tobacco products or narcotic drugs during use of the facility.
9. If food is served or sold in conjunction with any event, the OCCUPANT shall secure all required permits from Maricopa County Environmental Health Services and present proof of appropriate permitting to the site Principal at least one week prior to event. More information can be found at this link: <http://www.maricopa.gov/3976/Special-EventsFarmers-Markets>
10. OCCUPANT shall provide adequate supervisory personnel to ensure that these guidelines are implemented.
11. OCCUPANT shall confirm knowledge of and commitment to comply with the requirements and restrictions for use of field for athletic activities as set out in Board Policy JJIB and Regulation JJIB-R.
12. OCCUPANT shall comply with all applicable requirements of The Arizona Medical Marijuana Act.
13. OCCUPANT shall require all participants in athletic activities to fill out the Mild Traumatic Brain Injury (MTBI)/Concussion Statement and Acknowledgement Form before participation.
14. OCCUPANT shall have a list of emergency agencies and phone numbers available at all times.
15. OCCUPANT shall notify GESD Security (623.237.6236) prior to arriving and when they are leaving the site.

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Signature

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Printed Name

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Date

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Organization

## APPENDIX E

### ATHLETIC ACTIVITIES ADDENDUM

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#### ***Concussion Prevention and Education***

Arizona Revised Statutes §15-341(A)(24) requires that Glendale Elementary School District #40 inform and educate coaches, pupils and parents of the danger of concussions and head injuries and the risk of continued participation in athletic activity after a concussion. This also applies to a group or organization that uses property or facilities owned or operated by a school district for athletic activities.

A participant who is suspected of sustaining a concussion in a practice session, a game, or other interscholastic athletic activity shall be immediately removed from the athletic event. A coach from the student's team, an official, a licensed health care provider, or the child's parent may remove the child from play. The child may return to play on the same day if a health care provider rules out a suspected concussion at the time the student is removed from play. On a subsequent day, the student may return to play if the student has been evaluated by and receives written clearance to resume participation in athletic activity from a health care provider who has been trained in the evaluation and management of concussion and head injuries as prescribed by A.R.S. 15-341.

#### ***Concussion Awareness Training***

If any athletic activities will occur under this Agreement, a copy of a certificate indicating concussion awareness training has been completed by a representative of OCCUPANT (dated less than one year prior to the date of this form) should be submitted with this application for the District's review.

#### ***Certification***

Program description: \_\_\_\_\_

---

I certify that I have read and understand the rules and guidelines regarding Mild Traumatic Brain Injury (MTBI) and Concussions. I agree to inform and educate the participants, parents, and coaches using the fields and facilities of Glendale Elementary School District No. 40 regarding MTBI and Concussions. I agree to have each participant, parent, and coach sign a form indicating they have been informed of the risk of their child participating in the activity, and will keep all forms in a secure location.

I certify that OCCUPANT'S program is and will continue to be compliant with A.R.S. 15-341 and Board Policy JJIB.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*This form must be submitted a minimum of two (2) weeks prior to the requested first use date.*

## APPENDIX E (cont.)

### Mild Traumatic Brain Injury (MTBI) / Concussion STATEMENT AND ACKNOWLEDGEMENT FORM

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I, \_\_\_\_\_, acknowledge that I have to be an active participant in my own health and have the direct responsibility for reporting all of my injuries and illnesses to my coaches, team physicians, or athletic training staff. I further recognize that my physical condition is dependent upon providing an accurate medical history and a full disclosure of any symptoms, complaints, prior injuries and/or disabilities experienced before, during or after athletic activities.

By signing below, I acknowledge:

- I have received specific educational materials including the Centers for Disease Control (CDC) Concussion Fact Sheet for Athletes ([www.cdc.gov/headsup/pdfs/custom/headsupconcussion\\_fact\\_sheet\\_for\\_athletes.pdf](http://www.cdc.gov/headsup/pdfs/custom/headsupconcussion_fact_sheet_for_athletes.pdf)) on what a concussion is and have been given an opportunity to ask questions.
  - I have fully disclosed to team staff any prior medical conditions and will also disclose any future conditions.
  - There is a possibility that participation in my sport may result in a head injury and/or concussion. In rare cases, these concussions can cause permanent brain damage, and even death.
  - A concussion is a brain injury, which I am responsible for reporting to my coach, team physician, or athletic trainer.
  - A concussion can affect my ability to perform everyday activities, and affect my reaction time, balance, sleep, and classroom performance.
  - Some of the symptoms of concussion may be noticed right away while other symptoms can show up hours or days after the injury.
  - If I suspect a teammate has a concussion, I am responsible for reporting the injury to the team staff.
  - I will not return to play in a game or practice if I have received a blow to the head or body that results in concussion related symptoms.
  - I will not return to play in a game or practice until my symptoms have resolved AND I have written clearance to do so by a qualified health care professional.
  - I understand that, following a concussion, the brain needs time to heal and I am much more likely to have a repeat concussion or further damage if I return to play before my symptoms resolve.
  - Based on the incidence of concussion as published by the CDC, the following sports have been identified as high risk for concussion: baseball, basketball, diving, football, pole vaulting, soccer, softball, spirit line and wrestling.
  - I represent and certify that I and my parent/guardian have read the entirety of this document and fully understand the contents, consequences and implications of signing this document and that I agree to be bound by this document.

Athlete:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent or legal guardian:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX F

### FEE SCHEDULE

---

#### Class I.

**School-related, Student-centered groups that exist for the sole purpose of contributing to the success of our GESD Students such as: Glendale Education Association, Support Staff of Glendale Elementary School District, Glendale Elementary Boosters, Parent Teacher Organizations**

*Facility users are exempt from paying the hourly rate and any substantial direct expenses, such as custodial cleaning, opening & closing of facilities, security, utilities, etc., if the event is held during normal hours of operation during the school year, Monday through Friday 3:00 p.m. to 7:00 p.m.*

***Any event held outside of normal hours of operation which includes weekends and any time during the winter or summer breaks is subject to all direct expenses, such as open / close & custodial cleaning (2 hour minimum), security, utilities, etc.***

#### Class II.

1) Youth Athletic Programs, Youth Development Programs that are non-profit organizations as specified by law (must provide IRS 501(c)(3) acceptance letter) and involve a majority of students from the District such as: **Youth Baseball / Softball, Soccer, Basketball, Football, Tennis recreational programs, Boy Scouts, Girl Scouts, Cub Scouts, Brownies**

**OR**

2) Athletic Tournaments and Camps operated by District Staff/Coaches in which a participation fee is charged to all who participate. **Middle School and High School Athletic tournaments and camps not sanctioned by AIA or those being held outside of their competitive season.**

*Facility users are exempt from paying the custodial cleaning and opening & closing of facilities fees if the event is held during normal hours of operation during the school year, Monday through Friday 3:00 p.m. to 7:00 p.m., but must pay direct utility expenses during all facility use.*

***Any event held outside of normal hours of operation which includes weekends and any time during the winter or summer breaks is subject to all direct expenses, such as open / close & custodial cleaning (2 hour minimum), utilities, etc.***

## APPENDIX F

### FEE SCHEDULE

---

(Continued)

#### Class III.

**Groups and organizations that for the most part do not involve only students from the District and/or will not likely perform educational functions for District students such as:**

Churches, Community Colleges, Home Owner Associations, Cultural Organizations, Civic Organizations, Government Organizations, Service Organizations, Extended Day Resource Organizations, Educational Organizations and similar non-profit organizations.

#### Class IV.

##### **Commercial or for-profit organizations**

*Class III & IV organizations will be charged for direct expenses in addition to hourly rates. An estimate of direct expenses will be provided and agreed upon prior to the event. **Labor for cleaning is charged based on actual time worked beyond the 2 hour minimum.***

*The periodic or long term use of district owned space and / or equipment cannot be given, loaned, donated or granted to any individual, association, or corporation, in accordance with Article 9, Chapter 7 of the Arizona Constitution, commonly referred to as the "Gift Clause".*

*A fair market rate / fee will be established for all periodic or long term use of district owned space and / or equipment being used by any and all parties to this agreement.*

*District owned equipment shall be set up and taken down by District staff and the direct expense rates for Maintenance / Grounds personnel shall apply.*





GLENDALE ELEMENTARY SCHOOL DISTRICT

**INFORMATIONAL AGENDA ITEM**

---

Reports, presentations and other similar items are submitted to the Governing Board as information and do not require action.

---

AGENDA NO: 7.A. TOPIC: Principal and Teacher Evaluation Ratings

SUBMITTED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

DATE OF REPORT: June 27, 2019

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**Report on:**

Administration will present a report of aggregate performance evaluation ratings for principals and teachers for Board consideration and discussion pursuant to Board Policy GCO-Evaluation of Professional Staff Members.

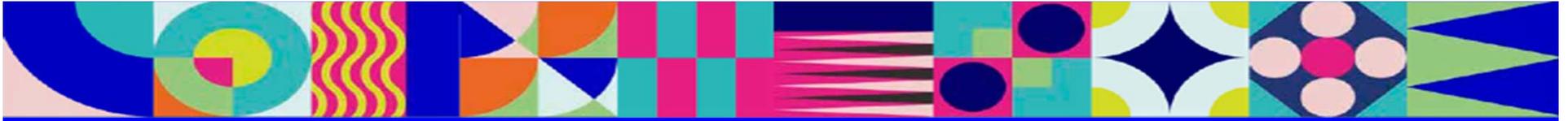
Per policy GCO, Evaluation of Professional Staff Members, the Governing Board will discuss at a public meeting its aggregate performance classifications of principals and teachers.



**GLENDALE  
ELEMENTARY  
SCHOOL DISTRICT**

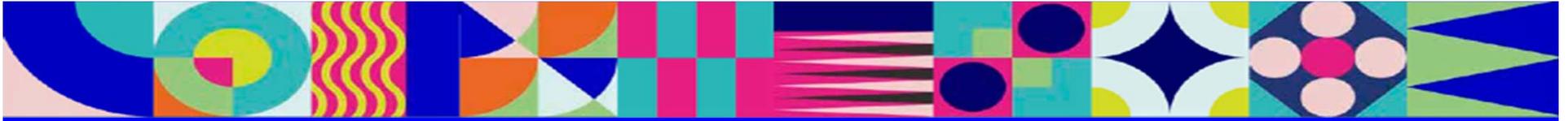
# Teacher and Principal Evaluation Performance Update

*Governing Board Meeting  
June 27, 2019*



# Teacher Evaluation Components

- ◆ 67% of each teacher's evaluation is based on the teacher's classroom performance using our evaluation instrument and rubric.
- ◆ School performance and growth data determine the remaining 33% of the Final Evaluation for all teachers.



# Teacher Classroom Performance Domains

- ◆ Facilitation
- ◆ Engagement
- ◆ Environment
- ◆ Planning
- ◆ Professionalism



# School Performance and Growth Data

- ◆ School Letter Grade
- ◆ Parent Survey
- ◆ ELL Reclassification
- ◆ AzMERIT Percent Tested
- ◆ Classroom or School AzMERIT Growth and/or Proficiency



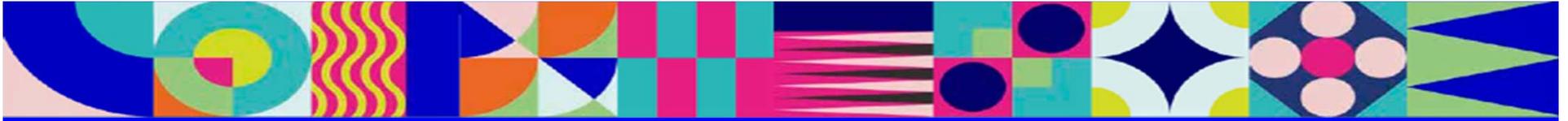
# GESD Aggregate Performance Classifications for Teachers 2018-2019

◆ Highly Effective	340	53%
◆ Effective	260	40%
◆ Developing	33	5%
◆ Ineffective	14	2%



# Principal Evaluation Components

- ◆ 67% of each Principal's evaluation is based on the principal's performance using our evaluation instrument aligned to the PSEL Standards (Professional Standards for Educational Leaders).
- ◆ School performance and growth data determine the remaining 33% of the Final Evaluation for all principals.



# GESD Principal Evaluation Standards

- School Vision, Mission, Core Values and School Improvement
- Equity and Cultural Responsiveness in a Community of Care and Support for Students
- Curriculum, Instruction, and Assessment
- Professional Capacity of School Personnel
- Meaningful Engagement of Families and Community
- Managerial Leadership and Maintenance and Operations



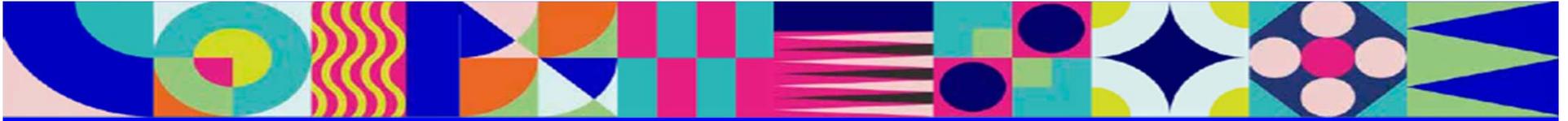
# School Performance and Growth Data

- ◆ School Letter Grade
- ◆ Parent Survey
- ◆ ELL Reclassification
- ◆ AzMERIT Percent Tested
- ◆ School AzMERIT Growth and/or Proficiency



# GESD Aggregate Performance Categories For Principals 2018-2019

◆ Highly Effective	8	47%
◆ Effective	9	53%
◆ Developing	0	0%
◆ Ineffective	0	0%



Deby Valadez

Assistant Superintendent for Human Resources

(623)-237-7169

[dvaladez@gesd40.org](mailto:dvaladez@gesd40.org)

GLENDALE ELEMENTARY SCHOOL DISTRICT

**INFORMATIONAL AGENDA ITEM**

---

Reports, presentations and other similar items are submitted to the Governing Board  
as information and do not require action.

---

AGENDA NO: 7.B. TOPIC: 2019 State Assessment Data

SUBMITTED BY: Dr. Gerry Petersen-Incorvaia, Assistant Superintendent for Educational Services

DATE OF REPORT: June 27, 2019

---

**Report on:**

Administration will present summative data from the 2018-2019 Arizona Measurement of Educational Readiness to Inform Teaching (AzMERIT), Arizona English Language Learner Assessment (AZELLA), and Arizona Instrument to Measure Standards (AIMS) Science.

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 8.A. TOPIC: Policy Revision First Reading

SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent

RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent

DATE ASSIGNED FOR CONSIDERATION: June 27, 2019

RECOMMENDATION:

It is recommended the Governing Board approve the first reading of revised policy manual sections G-Personnel and H-Meet and Confer as presented.

---

RATIONALE:

Administration is in the process of completing a comprehensive policy manual review and update through the Arizona School Boards Association. Prior to rescinding the current manual and adopting the new one, the Board must complete a first reading of the revised manual. After each study session, the Board will approve the first reading of the sections of the manual reviewed. Once all sections have had a first reading conducted, the entire manual will be rescinded, then adopted again as a whole.

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 8.B. TOPIC: Employment of Director

SUBMITTED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent

DATE ASSIGNED FOR CONSIDERATION: June 27, 2019

RECOMMENDATION:

It is recommended the Governing Board approve the employment of *Individual to be Named* as Director of Human Resources Department, salary and benefits commensurate with other Administrators.

---

**RATIONALE:**

A committee was formed to screen and interview candidates for the Human Resources Director position in Glendale. # applicants were invited to be interviewed and finalists were forwarded to the Superintendent and Assistant Superintendent for Human Resources. The finalists participated in one additional interview which included the Assistant Superintendent for Human Resources.

We are honored to recommend the selected candidate to the position of Human Resources Department.

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 8.C. TOPIC: Proposed 2019-2020 Expenditure Budget

SUBMITTED BY: Ms. Valerie Caraveo, Director of Finance and Purchasing

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Finance and Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: June 27, 2019

RECOMMENDATION:

It is recommended the Governing Board approve the Proposed Expenditure Budget for Fiscal Year 2019-2020 as presented.

---

**RATIONALE:**

Pursuant to A.R.S. § 15-905, the Governing Board must propose an annual Expenditure Budget no later than July 5<sup>th</sup> each year.



FY 2020  
STATE OF ARIZONA  
SCHOOL DISTRICT ANNUAL EXPENDITURE BUDGET  
DISTRICTWIDE BUDGET

Proposed

Version

BY THE GOVERNING BOARD

We hereby certify that the Budget for the Fiscal Year 2020 was

Proposed June 27, 2019

Adopted \_\_\_\_\_

Revised \_\_\_\_\_

Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED

SIGNED

The FY 2020 budget file for the version described above will be uploaded via

the Common Logon on ADE's website by July 1, 2019.

Type the Date as MM/DD/YYYY

Superintendent Signature

Cynthia Segotta-Jones

Superintendent Name (Typed Name)

Business Manager Signature

Valerie Caraveo

Business Manager Name (Typed Name)

District Contact Employee: Valerie Caraveo

Telephone: (623) 237-7108 Email: [vcaraveo@gesd40.org](mailto:vcaraveo@gesd40.org)

REVENUES AND PROPERTY TAXATION

1. Total Budgeted Revenues for Fiscal Year 2019		\$	<u>95,809,741</u>
2. Estimated Revenues by Source for Fiscal Year 2020 (excluding property taxes)			
Local	1000	\$	<u>364,608</u>
Intermediate	2000	\$	<u>5,262,933</u>
State	3000	\$	<u>60,608,297</u>
Federal	4000	\$	<u>                  </u>
TOTAL		\$	<u>66,235,838</u>

3. **District Tax Rates for Prior and Budget Fiscal Years (A.R.S. §15-903.D.4)**

	Prior FY 2019	Est. Budget FY 2020
Primary Tax Rate:	<u>2.0158</u>	<u>2.0188</u>
Secondary Tax Rates:		
M&O Override	<u>2.5488</u>	<u>2.9985</u>
Special Program Override	<u>                  </u>	<u>                  </u>
Capital Override	<u>                  </u>	<u>                  </u>
Class A Bonds	<u>                  </u>	<u>                  </u>
Class B Bonds	<u>1.4869</u>	<u>1.7493</u>
CTED	<u>                  </u>	<u>                  </u>
Desegregation	<u>                  </u>	<u>                  </u>
Total Secondary Tax Rate	<u>4.0357</u>	<u>4.7478</u>

TOTAL BUDGETED EXPENDITURES AND AGGREGATE SCHOOL DISTRICT BUDGET LIMIT (A.R.S. §15-905.H)

	Budgeted Expenditures	Budget Limit
1. Maintenance and Operation Fund (from pages 1, line 30 and 7, line 11)	\$ <u>72,072,700</u>	\$ <u>72,072,700</u>
2. Unrestricted Capital Fund (from pages 4, line 10 and 8, line A.12)	\$ <u>7,604,708</u>	\$ <u>7,604,708</u>
3. Federal Projects Other Than Impact Aid (from Budget, page 6, Federal Projects, line 18 minus line 16)		\$ <u>13,018,226</u>
4. Total Aggregate School District Budget Limit (sum of lines 1 through 3)		\$ <u>92,695,634</u>

**AVERAGE TEACHER SALARIES (A.R.S. §15-903.E)**

1. Average salary of all teachers employed in FY 2020 (budget year)	\$	<u>46,862</u>
2. Average salary of all teachers employed in FY 2019 (prior year)	\$	<u>44,630</u>
3. Increase in average teacher salary from the prior year	\$	<u>2,232</u>
4. Percentage increase		<u>5%</u>

Comments on average salary calculation (Optional):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Average salary of all teachers employed in FY 2018	\$	<u>40,492</u>
6. Total percentage increase in average teacher salary since FY 2018	\$	<u>16%</u>

DISTRICT NAME Glendale Elementary School District

COUNTY Maricopa

CTD NUMBER 070440000

VERSION Proposed

**DISTRICT CONTACT INFORMATION**

Superintendent  
 Executive Assistant to Superintendent  
 Chief Financial Officer  
 Business Manager  
 School District Employee Report (SDER) Coordinator  
 SPED Data Reporting Coordinator  
 AzEDS/ADM Data Coordinator  
 Transportation Data Reporting Coordinator  
 Governing Board Member  
 Governing Board Member

Prefix	First Name	Last Name	Suffix	Email Address	Telephone Number
Mrs.	Cynthia	<b>Segotta-Jones</b>		csegottajones@gesd40.org	623-237-7136
Ms.	Elizabeth	Powell		epowell@gesd40.org	623-237-7136
Mr.	Mike	Barragan		mbarragan@gesd40.org	623-237-7110
Mrs.	Valerie	Caraveo		<a href="mailto:ycaraveo@gesd40.org">ycaraveo@gesd40.org</a>	623-237-7108
Mrs.	Teresa	Wong		twong@gesd40.org	623-237-7106
Mrs.	Carol	Lettieri		clettieri@gesd40.org	623-237-7141
Ms.	Diane	Litwiller		dlitwiller@gesd40.org	623-237-7122
Mr.	Christian	Miranda		cmiranda@gesd40.org	623-237-6266
Mrs.	Sara	Smith		sasmith@gesd40.org	
Mrs.	Brenda	Bartels		bbartels@gesd40.org	
Mrs.	Mary Ann	Wilson		mwilson@gesd40.org	
Mr.	Jamie	Aldama		jaldama@gesd40.org	
Mrs.	Monica	Pimentel		mpimentel@gesd40.org	

SELECT from Dropdown

Student Information Systems (SIS) Vendor

Edupoint (Synergy)

Accounting Information System

Infinite Visions

District's website home page address

www.gesd40.org

**FUND 001 (M&O)**

**MAINTENANCE AND OPERATION (M&O) FUND**

Expenditures	FTE		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Other 6800	Totals		% Increase/ Decrease		
	Prior FY	Budget FY						Prior FY 2019	Budget FY 2020			
	100 Regular Education											
1000 Instruction	1.	516.50	465.50	21,519,385	7,234,663	1,181,797	545,377	3,000	31,217,915	30,484,222	-2.4%	1.
2000 Support Services												
2100 Students	2.	39.44	40.30	1,117,432	399,314	337,828	20,001	500	1,872,027	1,875,075	0.2%	2.
2200 Instructional Staff	3.	32.30	33.25	1,122,358	431,983	309,450	75,586	7,513	1,839,803	1,946,890	5.8%	3.
2300 General Administration	4.	8.50	8.50	824,335	616,390	111,276	8,733	18,447	1,627,519	1,579,181	-3.0%	4.
2400 School Administration	5.	65.00	60.00	4,148,212	1,314,083	1,072	17,612	2,500	5,273,227	5,483,479	4.0%	5.
2500 Central Services	6.	31.00	32.50	1,738,709	2,133,987	431,370	100,000	32,419	4,468,942	4,436,485	-0.7%	6.
2600 Operation & Maintenance of Plant	7.	141.50	143.50	4,238,276	1,272,515	2,193,735	2,625,359	6,571	11,451,743	10,336,456	-9.7%	7.
2900 Other	8.	0.00	0.00	0	0	0	0	0	0	0	0.0%	8.
3000 Operation of Noninstructional Services	9.	11.25	11.25	146,670	17,484	500	0	0	162,771	164,654	1.2%	9.
610 School-Sponsored Cocurricular Activities	10.	0.00	0.00	0	0	0	0	0	0	0	0.0%	10.
620 School-Sponsored Athletics	11.	0.00	0.00	95,559	19,009	62,982	12,100	0	90,310	189,650	110.0%	11.
630 Other Instructional Programs	12.	0.00	0.00	28,577	5,799	0	0	0	0	34,376	--	12.
700, 800, 900 Other Programs	13.	0.00	0.00	0	0	0	0	0	0	0	0.0%	13.
Regular Education Subsection Subtotal (lines 1-13)	14.	845.49	794.80	34,979,513	13,445,227	4,630,010	3,404,768	70,950	58,004,257	56,530,468	-2.5%	14.
200 and 300 Special Education												
1000 Instruction	15.	157.56	150.55	4,762,532	1,752,705	1,412,399	5,822	0	7,885,086	7,933,458	0.6%	15.
2000 Support Services												
2100 Students	16.	24.60	24.80	1,539,282	448,132	1,948,408	13,045	0	3,840,300	3,948,867	2.8%	16.
2200 Instructional Staff	17.	3.00	2.00	143,110	48,726	2,068	12,000	0	236,233	205,904	-12.8%	17.
2300 General Administration	18.	0.00		0	0	0	0	0	0	0	0.0%	18.
2400 School Administration	19.	0.00		0	0	0	0	0	0	0	0.0%	19.
2500 Central Services	20.	0.00		0	0	0	0	0	0	0	0.0%	20.
2600 Operation & Maintenance of Plant	21.	0.00		0	0	0	0	0	0	0	0.0%	21.
2900 Other	22.	0.00		0	0	0	0	0	0	0	0.0%	22.
3000 Operation of Noninstructional Services	23.	0.00		0	0	0	0	0	0	0	0.0%	23.
Subtotal (lines 15-23)	24.	185.16	177.35	6,444,924	2,249,563	3,362,875	30,867	0	11,961,619	12,088,229	1.1%	24.
400 Pupil Transportation	25.	72.94	70.56	1,587,681	661,503	203,340	331,006	3,000	2,916,653	2,786,530	-4.5%	25.
510 Desegregation (from Districtwide Desegregation Budget, page 2, line 44)	26.	0.00	0.00	0	0	0	0	0	0	0	0.0%	26.
530 Dropout Prevention Programs	27.	0.00							0	0	0.0%	27.
540 Joint Career and Technical Education and Vocational Education Center	28.	0.00	0.00	0	0	0	0	0	0	0	0.0%	28.
550 K-3 Reading Program	29.	13.00	13.00	500,307	167,166	0	0	0	641,521	667,473	4.0%	29.
Total Expenditures (lines 14, and 24-29) (Cannot exceed page 7, line 11)	30.	1,116.59	1,055.71	43,512,425	16,523,459	8,196,225	3,766,641	73,950	73,524,050	72,072,700	-2.0%	30.

The district has budgeted an amount in the M&O Fund equal to the General Budget Limit as calculated on page 7 of 8.

**SPECIAL EDUCATION PROGRAMS BY TYPE (M&O Fund Programs 200 and 300)**

(A.R.S. §§ 15-761 and 15-903)

	Prior FY	Budget FY	
1. Total All Disability Classifications	11,400,425	11,384,571	1.
2. Gifted Education	140,971	130,503	2.
3. Remedial Education	0		3.
4. ELL Incremental Costs	420,223	480,571	4.
5. ELL Compensatory Instruction	0	92,584	5.
6. Vocational and Technical Education (non-CTED)	0		6.
7. Career Education (non-CTED)	0		7.
8. Career Technical Education (CTED)	0		8.
9. Total (lines 1 through 8. Must equal total of line 24, page 1)	11,961,619	12,088,229	9.

**Proposed Ratios for Special Education**

(A.R.S. §§15-903.E.1 and 15-764.A.5)

Teacher-Pupil 1 to 18  
 Staff-Pupil 1 to 6

**Estimated FTE Certified Employees**

(A.R.S. §15-903.E.2)

	Prior FY	Budget FY
Number of FTE - Certified Employees	757.00	693.50
Number of FTE - Certified Purchased Services Personnel		32.00

**Expenditures Budgeted for Audit Services**

M&O Fund - Nonfederal	<b>6350</b>	<u>51640</u>
All Funds - Federal	<i>6330</i>	<u>4,100</u>

**FY 2020 Performance Pay (A.R.S. §15-920)**

Amount Budgeted in M&O Fund for a Performance Pay Component \_\_\_\_\_

Do not report budgeted amounts for the Performance Pay Component of the Classroom Site Fund on this line.

**Expenditures Budgeted in the M&O Fund for Food Service**

Amount budgeted in M&O for Food Service (Fund 001, Function 3100) \$ 183,969

(This amount will be used to determine district compliance with state matching requirements pursuant to Code of Federal Regulations (CFR) Title 7, §210.17(a)]

Expenditures		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500 6810, 6890	Supplies 6600	Interest on Short-Term Debt 6850	Totals		% Increase/ Decrease
							Prior FY 2019	Budget FY 2020	
<b>Classroom Site Fund 011 - Base Salary</b>									
100 Regular Education									
1000 Instruction	1.	2,198,443	97,822				1,971,894	2,296,265	16.4%
2100 Support Services - Students	2.						0	0	0.0%
2200 Support Services - Instructional Staff	3.						0	0	0.0%
Program 100 Subtotal (lines 1-3)	4.	2,198,443	97,822				1,971,894	2,296,265	16.4%
200 and 300 Special Education									
1000 Instruction	5.	307,377	53,909				310,251	361,286	16.4%
2100 Support Services - Students	6.						0	0	0.0%
2200 Support Services - Instructional Staff	7.						0	0	0.0%
Program 200 and 300 Subtotal (lines 5-7)	8.	307,377	53,909				310,251	361,286	16.4%
Other Programs (Specify) _____									
1000 Instruction	9.	30,738	13,478				37,969	44,216	16.5%
2100 Support Services - Students	10.						0	0	0.0%
2200 Support Services - Instructional Staff	11.						0	0	0.0%
Other Programs Subtotal (lines 9-11)	12.	30,738	13,478				37,969	44,216	16.5%
<b>Total Expenditures (lines 4, 8, and 12)</b>	<b>13.</b>	<b>2,536,558</b>	<b>165,209</b>				<b>2,320,114</b>	<b>2,701,767</b>	<b>16.4%</b>
<b>Classroom Site Fund 012 - Performance Pay</b>									
100 Regular Education									
1000 Instruction	14.	5,522,858	1,109,256				5,687,234	6,632,114	16.6%
2100 Support Services - Students	15.	2,641	528				2,718	3,169	16.6%
2200 Support Services - Instructional Staff	16.	52,822	2,113				47,108	54,935	16.6%
Program 100 Subtotal (lines 14-16)	17.	5,578,321	1,111,897				5,737,060	6,690,218	16.6%
200 and 300 Special Education									
1000 Instruction	18.	792,326	148,319				806,631	940,645	16.6%
2100 Support Services - Students	19.						0	0	0.0%
2200 Support Services - Instructional Staff	20.	5,283	1,057				5,436	6,340	16.6%
Program 200 and 300 Subtotal (lines 18-20)	21.	797,609	149,376				812,067	946,985	16.6%
Other Programs (Specify) _____									
1000 Instruction	22.	36,975	7,395				38,048	44,370	16.6%
2100 Support Services - Students	23.						0	0	0.0%
2200 Support Services - Instructional Staff	24.						0	0	0.0%
Other Programs Subtotal (lines 22-24)	25.	36,975	7,395				38,048	44,370	16.6%
<b>Total Expenditures (lines 17, 21, and 25)</b>	<b>26.</b>	<b>6,412,905</b>	<b>1,268,668</b>				<b>6,587,175</b>	<b>7,681,573</b>	<b>16.6%</b>
<b>Classroom Site Fund 013 - Other</b>									
100 Regular Education									
1000 Instruction	27.	2,756,235	551,249				2,868,089	3,307,484	15.3%
2100 Support Services - Students	28.						0	0	0.0%
2200 Support Services - Instructional Staff	29.	291,261	162,925				393,848	454,186	15.3%
Program 100 Subtotal (lines 27-29)	30.	3,047,496	714,174	0	0		3,261,937	3,761,670	15.3%
200 and 300 Special Education									
1000 Instruction	31.	268,733	42,722				270,078	311,455	15.3%
2100 Support Services - Students	32.						0	0	0.0%
2200 Support Services - Instructional Staff	33.						0	0	0.0%
Program 200 and 300 Subtotal (lines 31-33)	34.	268,733	42,722	0	0		270,078	311,455	15.3%
530 Dropout Prevention Programs									
1000 Instruction	35.						0	0	0.0%
Other Programs (Specify) _____									
1000 Instruction	36.	48,234	9,647				50,191	57,881	15.3%
2100, 2200 Support Serv. Students & Instructional Staff	37.						0	0	0.0%
Other Programs Subtotal (lines 36-37)	38.	48,234	9,647	0	0		50,191	57,881	15.3%
<b>Total Expenditures (lines 30, 34, 35, and 38)</b>	<b>39.</b>	<b>3,364,463</b>	<b>766,543</b>	<b>0</b>	<b>0</b>		<b>3,582,206</b>	<b>4,131,006</b>	<b>15.3%</b>
<b>Total Classroom Site Funds (lines 13, 26, and 39)</b>	<b>40.</b>	<b>12,313,926</b>	<b>2,200,420</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,489,495</b>	<b>14,514,346</b>	<b>16.2%</b>

The district has budgeted an amount in Fund 011 equal to the Classroom Site Fund Budget Limit as calculated on Page 8 of 8.

The district has budgeted an amount in Fund 012 equal to the Classroom Site Fund Budget Limit as calculated on Page 8 of 8.

The district has budgeted an amount in Fund 013 equal to the Classroom Site Fund Budget Limit as calculated on Page 8 of 8.

**FUND 610**

**UNRESTRICTED CAPITAL OUTLAY (UCO) FUND**

Expenditures		Library Books, Textbooks, & Instructional Aids (2) 6641-6643	Property (2) 6700	Redemption of Principal (3) 6831, 6832	Interest (4) 6841, 6842, 6850	All Other Object Codes (excluding 6900)	Totals		% Increase/Decrease
							Prior FY 2019	Budget FY 2020	
<b>Unrestricted Capital Outlay Override (1)</b>	1.						0	0	0.0%
<b>Unrestricted Capital Outlay Fund 610 (6)</b>									
1000 Instruction	2.	270,000	750,446				1,586,414	1,020,446	-35.7%
2000 Support Services									
2100, 2200 Students and Instructional Staff	3.	60,000	193,767				613,943	253,767	-58.7%
2300, 2400, 2500, 2900 Administration	4.		3,217,990				2,668,724	3,217,990	20.6%
2600 Operation & Maintenance of Plant	5.		432,975				432,416	432,975	0.1%
2700 Student Transportation	6.		200,000				176,817	200,000	13.1%
3000 Operation of Noninstructional Services (5)	7.		3,500				8,264	3,500	-57.6%
4000 Facilities Acquisition and Construction	8.		2,476,030				777,406	2,476,030	218.5%
5000 Debt Service	9.						0	0	0.0%
Total Unrestricted Capital Outlay Fund (lines 2-9)	10.	0	7,274,708	0	0	0	6,263,984	7,604,708	21.4%

The district has budgeted an amount in the UCO Fund equal to the Unrestricted Capital Budget Limit as calculated on Page 8 of 8.

(1) Amounts in the Unrestricted Capital Outlay Override line 1 above must be included in the appropriate individual line items for Fund 610 and in the Budget Year Total Column.

(5) Expenditures Budgeted in Unrestricted Capital Outlay (UCO) Fund for Food Service

Enter the amount budgeted in UCO for Food Service [Amount will be used to determine district compliance with state matching requirements pursuant to CFR Title 7, §210.17(a)]

(2) Detail by object code:

	Unrestricted Capital Outlay
6641 Library Books	\$ 60,000
6642 Textbooks	35,000
6643 Instructional Aids	235,000
673X Furniture and Equipment	600,000
673X Vehicles	200,000
673X Tech Hardware & Software	500,000

(6) Expenditures, if any, budgeted in the Unrestricted Capital Outlay Fund on lines 2-9 for the K-3 Reading Program as described in A.R.S. §15-211.

(3) Includes principal on Capital Equity Fund loans of \_\_\_\_\_, principal on capital leases of \_\_\_\_\_, and principal on bonds of \_\_\_\_\_.

(4) Includes interest on Capital Equity Fund loans of \_\_\_\_\_, interest on capital leases of \_\_\_\_\_, and interest on bonds of \_\_\_\_\_.

OTHER FUNDS—REQUIRED CAPITAL EXPENDITURE DETAIL [(A.R.S. §15-904.(B))]

Expenditures	UNRESTRICTED CAPITAL OUTLAY		BOND BUILDING		NEW SCHOOL FACILITIES		ADJACENT WAYS			
	Fund 610		Fund 630		Fund 695		Fund 620 (2)			
	Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY		
<b>Total Fund Expenditures</b>	1.	6,263,984	7,604,708	3,670,348	9,000,000	0	0	548,000	558,000	1.
<b>Select Object Codes Detail (1)</b>										
6150 Classified Salaries	2.	0		0	0	0	0	0		2.
6200 Employee Benefits	3.	0		0	0	0	0	0		3.
6450 Construction Services	4.	0	3,828,678	1,947,435	6,405,000	0	0	548,000	558,000	4.
6710 Land and Improvements	5.	0		0		0	0	0		5.
6720 Buildings and Improvements	6.	0	2,476,030	0		0	0	0		6.
673X Furniture and Equipment	7.	636,909	600,000	0	1,550,000	0	0	0		7.
673X Vehicles	8.	148,040	200,000	1,722,913	0	0	0	0		8.
673X Technology Hardware & Software	9.	3,326,480	500,000	0	1,045,000	0	0	0		9.
6831, 6832 Redemption of Principal	10.	0		0		0	0	0		10.
6841, 6842, 6850 Interest	11.	0		0		0	0	0		11.
Total (lines 2-11)	12.	4,111,429	7,604,708	3,670,348	9,000,000	0	0	548,000	558,000	12.
Total amounts reported on lines 2-11 above for:										
Renovation	13.	0	2,476,030	1,947,435	6,405,000			548,000	558,000	13.
New Construction	14.	0		0		0	0	0		14.
Other	15.	0	5,128,678	1,722,913	2,595,000	0	0	0		15.
Total (lines 13-15, must equal line 12)	16.	0	7,604,708	3,670,348	9,000,000	0	0	548,000	558,000	16.

(1) Lines 2-11 may not include all budgeted expenditures of the fund. Total budgeted expenditures for each fund should be included on Line 1.

(2) Amount budgeted on line 1 for the Adjacent Ways Fund that will result in a tax levy in FY 2020 \$ 55,353

**SPECIAL PROJECTS**

**FEDERAL PROJECTS**

1.	100-130 ESEA Title I - Helping Disadvantaged Children	6000	65.04	57.35	7,788,413	7,253,825
2.	140-150 ESEA Title II - Prof. Dev. and Technology	6000	6.00	4.00	633,009	751,938
3.	160 ESEA Title IV - 21st Century Schools	6000	0.18	0.50	894,326	708,305
4.	170-180 ESEA Title V - Promote Informed Parent Choice	6000	0.00		0	
5.	190 ESEA Title III - Limited Eng. & Immigrant Students	6000	3.60	3.60	596,667	361,387
6.	200 ESEA Title VII - Indian Education	6000	0.00		0	
7.	210 ESEA Title VI - Flexibility and Accountability	6000	0.00		0	
8.	220 IDEA Part B	6000	64.38	67.31	2,968,166	2,686,065
9.	230 Johnson-O'Malley	6000	0.00		0	
10.	240 Workforce Investment Act	6000	0.00		0	
11.	250 AEA - Adult Education	6000	0.00		0	
12.	260-270 Vocational Education - Basic Grants	6000	0.00		0	
13.	280 ESEA Title X - Homeless Education	6000	0.00		0	
14.	290 Medicaid Reimbursement	6000	4.50	3.50	400,000	400,000
15.	374 E-Rate	6000	0.00		600,000	600,000
16.	378 Impact Aid	6000	0.00		0	
17.	300-399 Other Federal Projects (Besides E-Rate & Impact Aid)	6000	7.88	5.25	336,921	256,706
18.	Total Federal Project Funds (lines 1-17)		151.58	141.51	14,217,502	13,018,226

**STATE PROJECTS**

19.	400 Vocational Education	6000	0.00		0	
20.	410 Early Childhood Block Grant	6000	0.00		0	
21.	420 Ext. School Yr. - Pupils with Disabilities	6000	0.00		0	
22.	425 Adult Basic Education	6000	0.00		0	
23.	430 Chemical Abuse Prevention Programs	6000	0.00		0	
24.	435 Academic Contests	6000	0.00		0	
25.	450 Gifted Education	6000	0.00		0	
26.	456 College Credit Exam Incentives	6000	0.00		0	
27.	457 Results-based Funding	6000	0.00		0	
28.	460 Environmental Special Plate	6000	0.00		0	
29.	465-499 Other State Projects	6000	11.40	4.70	150,000	100,697
30.	Total State Project Funds (lines 19-29)		11.40	4.70	150,000	100,697
31.	Total Special Projects (lines 18 and 30)		162.98	146.21	14,367,502	13,118,923

**INSTRUCTIONAL IMPROVEMENT FUND (020)**

		Prior FY	Budget FY	
1.	Teacher Compensation Increases	6000	0	1.
2.	Class Size Reduction	6000	0	150,000
3.	Dropout Prevention Programs (M&O purposes)	6000	0	
4.	Instructional Improvement Programs (M&O purposes)	6000	650,000	420,000
5.	Total Instructional Improvement Fund (lines 1-4)		650,000	570,000

**OTHER FUNDS**

1.	050 County, City, and Town Grants	6000	0	0
2.	071 English Language Learner (1)	6000	0	0
3.	072 Compensatory Instruction (1)	6000	0	0
4.	500 School Plant (2)	6000	60,000	70,000
5.	510 Food Service	6000	9,500,000	8,280,000
6.	515 Civic Center	6000	35,000	35,000
7.	520 Community School	6000	450,000	402,000
8.	525 Auxiliary Operations	6000	25,000	25,000
9.	526 Extracurricular Activities Fees Tax Credit	6000	205,000	200,000
10.	530 Gifts and Donations	6000	95,000	80,000
11.	535 Career & Tech. Ed. & Voc. Ed. Projects	6000	0	0
12.	540 Fingerprint	6000	5,000	45,000
13.	545 School Opening	6000	0	0
14.	550 Insurance Proceeds	6000	50,000	0
15.	555 Textbooks	6000	10,000	5,000
16.	565 Litigation Recovery	6000	0	0
17.	570 Indirect Costs	6000	1,000,000	1,000,000
18.	575 Unemployment Insurance	6000	0	0
19.	580 Teacherage	6000	0	0
20.	585 Insurance Refund	6000	0	0
21.	590 Grants and Gifts to Teachers	6000	0	0
22.	595 Advertisement	6000	0	0
23.	596 Career Technical Education	6000	0	0
24.	639 Impact Aid Revenue Bond Building	6000	0	0
25.	650 Gifts and Donations-Capital	6000	0	0
26.	660 Condemnation	6000	0	0
27.	665 Energy and Water Savings	6000	481,798	489,963
28.	686 Emergency Deficiencies Correction	6000	0	0
29.	691 Building Renewal Grant	6000	280,000	200,000
30.	700 Debt Service	6000	2,284,551	2,170,000
31.	720 Impact Aid Revenue Bond Debt Service	6000	0	0
32.	Other _____	6000	100,000	

**INTERNAL SERVICE FUNDS 950-989**

1.	9__ Self-Insurance	6000	13,000,000	13,000,000
2.	955 Intergovernmental Agreements	6000	0	0
3.	9__ OPEB	6000	0	0
4.	9__ _____	6000	120,000	120,000

	Prior FY	Budget FY	
1.	0	0	1.
2.	0	0	2.
3.	0	0	3.
4.	60,000	70,000	4.
5.	9,500,000	8,280,000	5.
6.	35,000	35,000	6.
7.	450,000	402,000	7.
8.	25,000	25,000	8.
9.	205,000	200,000	9.
10.	95,000	80,000	10.
11.	0	0	11.
12.	5,000	45,000	12.
13.	0	0	13.
14.	50,000	0	14.
15.	10,000	5,000	15.
16.	0	0	16.
17.	1,000,000	1,000,000	17.
18.	0	0	18.
19.	0	0	19.
20.	0	0	20.
21.	0	0	21.
22.	0	0	22.
23.	0	0	23.
24.	0	0	24.
25.	0	0	25.
26.	0	0	26.
27.	481,798	489,963	27.
28.	0	0	28.
29.	280,000	200,000	29.
30.	2,284,551	2,170,000	30.
31.	0	0	31.
32.	100,000		32.

(1) From Supplement, line 10 and line 20, respectively.  
 (2) Indicate amount budgeted in Fund 500 for M&O purposes \_\_\_\_\_

**CALCULATION OF FY 2020 GENERAL BUDGET LIMIT  
(A.R.S. §15-947.C)**

		<u>A.</u> <u>Maintenance</u> <u>and Operation</u>	<u>B.</u> <u>Unrestricted</u> <u>Capital Outlay</u>
*1. FY 2020 Revenue Control Limit (RCL) (from APOR55 tab, page 4)	\$ <u>63,351,209</u>	\$ <u>61,216,970</u>	\$ <u>2,134,239</u>
*2. (a) FY 2020 District Additional Assistance (DAA) (from APOR55 tab, page 5)	\$ <u>5,109,480</u>		
(b) DAA Reduction for State Budget Adjustments (from APOR55 tab, page 5)	<u>1,640,143</u>		
(c) Total DAA (line 2.a minus 2.b)	\$ <u>3,469,337</u>		<u>3,469,337</u>
*3. FY 2020 Override Authorization (A.R.S. §§15-481 and 15-482 or 15-949 if small school adjustment phase down applies, see Calculations page, Calculation of Maximum Override for a District No Longer Eligible for a Small School Adjustment, line 6 and Calculation of Small School Adjustment Phase Down Limit, line 6)			
(a) Maintenance and Operation		<u>9,502,681</u>	
(b) Unrestricted Capital Outlay			
(c) Special Program			
*4. Small School Adjustment for Districts with a Student Count of 125 or less in K-8 or 100 or less in 9-12 (A.R.S. §15-949) (Up to \$50,000 if no election is chosen for phase down, see Calculations page, Calculation of Small School Adjustment Phase Down Limit, line 6)			
*5. Tuition Revenue (A.R.S. §§15-823 and 15-824) Local (Do <b>not</b> include full-day kindergarten or summer school tuition)			
(a) Individuals and Other Private Sources			
(b) Other Arizona Districts			
(c) Out-of-State Districts and Other Governments			
State			
(d) Certificates of Educational Convenience (A.R.S. §§15-825, 15-825.01, and 15-825.02)			
*6. State Assistance (A.R.S. §15-976) and Special Ed. Voucher Payments Received (A.R.S. §15-1204)			
*7. Increase Authorized by County School Superintendent for Accommodation Schools [not to exceed amount on Calculations page, Calculation of M&O Fund Budget Balance Carryforward, line 15(e)] (A.R.S. §15-974.B)			
8. Budget Increase for:			
(a) Desegregation Expenditures (A.R.S. §15-910.G-K)			
* (b) Tuition Out Debt Service (from Calculations page, Calculation of Tuition Out for High School Students, line 5) (A.R.S. §15-910.M)		<u>0</u>	
* (c) Budget Balance Carryforward (from Calculations page, Calculation of M&O Fund Budget Balance Carryforward, line 13) (A.R.S. §15-943.01)		<u>1,843,012</u>	
(d) Dropout Prevention Programs (Laws 1992, Ch. 305, §32 and Laws 2000, Ch. 398, §2)			
(e) Registered Warrant or Tax Anticipation Note Interest Expense Incurred in FY 2018 (A.R.S. §15-910.N)			
* (f) Joint Career and Technical Education and Vocational Education Center (A.R.S. §15-910.01)			
* (g) FY 2019 Performance Pay Unexpended Budget Carryforward (from Calculation page, Calculation of M&O Fund Budget Balance Carryforward, line 10.f) (A.R.S. §15-920)		<u>0</u>	
(h) Excessive Property Tax Valuation Judgments (A.R.S. §§42-16213 and 42-16214)			
* (i) Transportation Revenues for Attendance of Nonresident Pupils (A.R.S. §§15-923 and 15-947)			
*9. Adjustment to the General Budget Limit (A.R.S. §§15-272, 15-905.M, 15-910.02, and 15-915) Include year(s) and descriptions, as applicable.			
(a) Prior Year Over Expenditures/Resolutions:			
(b) <u>Decrease for Transfer from M&amp;O to Energy and Water Savings Fund</u>		<u>(489,963)</u>	
(c) Increase for Energy and Water Savings Fund Transfer to M&O			
(d) Noncompliance Adjustment			
(e) ADM/Transportation Audit Adjustment			
(f) Other:			
*10. Estimated Allocation of Additional Funding (2016 Prop 123 & Laws 2015, 1st S.S., Ch. 1, §6)			<u>523,766</u>
11. FY 2020 General Budget Limit (column A, lines 1 through 10) (A.R.S. §15-905.F) (page 1, line 30 cannot exceed this amount)		\$ <u><u>72,072,700</u></u>	
12. Total Amount to be Used for Capital Expenditures (column B, lines 1 through 10) (A.R.S. §15-905.F) (to page 8, line A.11)			\$ <u><u>6,127,342</u></u>

\* Subject to adjustment prior to May 15 as allowed by A.R.S. Revisions are described in the instructions for these lines, as needed.



**SUPPLEMENT TO SCHOOL DISTRICT ANNUAL EXPENDITURE BUDGET FOR DISTRICTS THAT BUDGET FOR  
ENGLISH LANGUAGE LEARNERS (A.R.S. §§15-756.04 and 15-756.11)**

English Language Learners Supplement	FTE		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Property 6700	Other 6800	Totals		% Increase/ Decrease
	Prior FY	Budget FY							Prior FY 2019	Budget FY 2020	
<b>Expenditures</b>											
<b>English Language Learner Fund 071 (A.R.S. §15-756.04)</b>											
1000 Instruction 1.	0.00								0	0	0.0%
2000 Support Services											
2100 Students 2.	0.00								0	0	0.0%
2200 Instructional Staff 3.	0.00								0	0	0.0%
2300 General Administration 4.	0.00								0	0	0.0%
2400 School Administration 5.	0.00								0	0	0.0%
2500 Central Services 6.	0.00								0	0	0.0%
2600 Operation & Maintenance of Plant 7.	0.00								0	0	0.0%
2700 Student Transportation 8.	0.00								0	0	0.0%
2900 Other 9.	0.00								0	0	0.0%
<b>Total (lines 1-9) (to Budget, page 6, Other Funds, line 2)</b> 10.	0.00	0.00	0	0	0	0		0	0	0	0.0%
<b>Compensatory Instruction Fund 072 (A.R.S. §15-756.11)</b>											
1000 Instruction 11.	0.00								0	0	0.0%
2000 Support Services											
2100 Students 12.	0.00								0	0	0.0%
2200 Instructional Staff 13.	0.00								0	0	0.0%
2300 General Administration 14.	0.00								0	0	0.0%
2400 School Administration 15.	0.00								0	0	0.0%
2500 Central Services 16.	0.00								0	0	0.0%
2600 Operation & Maintenance of Plant 17.	0.00								0	0	0.0%
2700 Student Transportation 18.	0.00								0	0	0.0%
2900 Other 19.	0.00								0	0	0.0%
<b>Total (lines 11-19) (to Budget, page 6, Other Funds, line 3)</b> 20.	0.00	0.00	0	0	0	0		0	0	0	0.0%

SUMMARY OF SCHOOL DISTRICT PROPOSED EXPENDITURE BUDGET

CTD NUMBER 070440000  
 VERSION Proposed

I certify that the Budget of Glendale Elementary School District, Maricopa County for fiscal year 2020 was officially proposed by the Governing Board on June 27, 2019, and that the complete Proposed Expenditure Budget may be reviewed by contacting Valerie Caraveo at the District Office, telephone (623) 237-7108 during normal business hours.

\_\_\_\_\_  
 President of the Governing Board

<b>1. Average Daily Membership:</b>		<b>Prior Year</b>	<b>Budget Year</b>	<b>4. Average Teacher Salaries (A.R.S. §15-903.E)</b>	
	<b>2018 ADM</b>	<b>2019 ADM</b>	<b>2020 ADM</b>	1. Average salary of all teachers employed in FY 2020 (budget year)	46,862
<b>Attending</b>	11,978.649	11,400.692	11,188.692	2. Average salary of all teachers employed in FY 2019 (prior year)	44,630
				3. Increase in average teacher salary from the prior year	2,232
				4. Percentage increase	5%
<b>2. Tax Rates:</b>		<b>Prior FY</b>	<b>Est. Budget FY</b>	Comments on average salary calculation (Optional):	
<b>Primary Rate</b> (equalization formula funding and budget add-ons not required to be in secondary rate)		2.0158	2.0188		
<b>Secondary Rate</b> (voter-approved overrides, bonds, and Career Technical Education Districts, and desegregation, if applicable)		4.0357	4.7478		
<b>3. Budgeted Expenditures and Budget Limits:</b>		<b>Budgeted Expenditures</b>	<b>Budget Limit</b>		
<b>Maintenance &amp; Operation Fund</b>		72,072,700	72,072,700	5. Average salary of all teachers employed in FY 2018	
<b>Classroom Site Fund</b>		14,514,346	14,514,345	6. Total percentage increase in average teacher salary since FY 2018	
<b>Unrestricted Capital Outlay Fund</b>		7,604,708	7,604,708	16%	

MAINTENANCE AND OPERATION EXPENDITURES							
	Salaries and Benefits		Other		TOTAL		% Inc./(Decr.) from Prior FY
	Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY	
<b>100 Regular Education</b>							
1000 Instruction	30,212,601	28,754,048	1,005,314	1,730,174	31,217,915	30,484,222	-2.4%
<b>2000 Support Services</b>							
2100 Students	1,545,148	1,516,746	326,879	358,329	1,872,027	1,875,075	0.2%
2200 Instructional Staff	1,652,487	1,554,341	187,316	392,549	1,839,803	1,946,890	5.8%
2300, 2400, 2500 Administration	10,242,508	10,775,716	1,127,180	723,429	11,369,688	11,499,145	1.1%
2600 Oper./Maint. of Plant	5,353,454	5,510,791	6,098,289	4,825,665	11,451,743	10,336,456	-9.7%
2900 Other	0	0	0	0	0	0	0.0%
3000 Oper. of Noninstructional Services	162,276	164,154	495	500	162,771	164,654	1.2%
610 School-Sponsored Curric. Activities	0	0	0	0	0	0	0.0%
620 School-Sponsored Athletics	0	114,568	90,310	75,082	90,310	189,650	110.0%
630, 700, 800, 900 Other Programs	0	34,376	0	0	0	34,376	--
<b>Regular Education Subsection Subtotal</b>	<b>49,168,474</b>	<b>48,424,740</b>	<b>8,835,783</b>	<b>8,105,728</b>	<b>58,004,257</b>	<b>56,530,468</b>	<b>-2.5%</b>
<b>200 and 300 Special Education</b>							
1000 Instruction	6,573,785	6,515,237	1,311,301	1,418,221	7,885,086	7,933,458	0.6%
<b>2000 Support Services</b>							
2100 Students	2,038,576	1,987,414	1,801,724	1,961,453	3,840,300	3,948,867	2.8%
2200 Instructional Staff	205,498	191,836	30,735	14,068	236,233	205,904	-12.8%
2300, 2400, 2500 Administration	0	0	0	0	0	0	0.0%
2600 Oper./Maint. of Plant	0	0	0	0	0	0	0.0%
2900 Other	0	0	0	0	0	0	0.0%
3000 Oper. of Noninstructional Services	0	0	0	0	0	0	0.0%
<b>Special Education Subsection Subtotal</b>	<b>8,817,859</b>	<b>8,694,487</b>	<b>3,143,760</b>	<b>3,393,742</b>	<b>11,961,619</b>	<b>12,088,229</b>	<b>1.1%</b>
400 Pupil Transportation	2,325,336	2,249,184	591,317	537,346	2,916,653	2,786,530	-4.5%
510 Desegregation	0	0	0	0	0	0	0.0%
530 Dropout Prevention Programs	0	0	0	0	0	0	0.0%
540 Joint Career and Technical Education and Vocational Education Center	0	0	0	0	0	0	0.0%
550 K-3 Reading Program	641,521	667,473	0	0	641,521	667,473	4.0%
<b>TOTAL EXPENDITURES</b>	<b>60,953,190</b>	<b>60,035,884</b>	<b>12,570,860</b>	<b>12,036,816</b>	<b>73,524,050</b>	<b>72,072,700</b>	<b>-2.0%</b>

SUMMARY OF SCHOOL DISTRICT PROPOSED EXPENDITURE BUDGET (Concl'd)

CTD NUMBER 070440000  
 VERSION Proposed

TOTAL EXPENDITURES BY FUND				
Fund	Budgeted Expenditures		\$ Increase/(Decrease) from Prior FY	% Increase/(Decrease) from Prior FY
	Prior FY	Budget FY		
Maintenance & Operation	73,524,050	72,072,700	(1,451,350)	-2.0%
Instructional Improvement	650,000	570,000	(80,000)	-12.3%
English Language Learner	0	0	0	0.0%
Compensatory Instruction	0	0	0	0.0%
Classroom Site	12,489,495	14,514,346	2,024,851	16.2%
Federal Projects	14,217,502	13,018,226	(1,199,276)	-8.4%
State Projects	150,000	100,697	(49,303)	-32.9%
Unrestricted Capital Outlay	6,263,984	7,604,708	1,340,724	21.4%
New School Facilities	0	0	0	0.0%
Adjacent Ways	548,000	558,000	10,000	1.8%
Debt Service	2,284,551	2,170,000	(114,551)	-5.0%
School Plant Fund	60,000	70,000	10,000	16.7%
Auxiliary Operations	25,000	25,000	0	0.0%
Bond Building	3,670,348	9,000,000	5,329,652	145.2%
Food Service	9,500,000	8,280,000	(1,220,000)	-12.8%
Other	15,831,798	15,576,963	(254,835)	-1.6%

M&O FUND SPECIAL EDUCATION PROGRAMS BY TYPE		
Program (A.R.S. §§15-761 and 15-903)	Prior FY	Budget FY
Total All Disability Classifications	11,400,425	11,384,571
Gifted Education	140,971	130,503
Remedial Education	0	0
ELL Incremental Costs	420,223	480,571
ELL Compensatory Instruction	0	92,584
Vocational and Technical Education (non-CTED)	0	0
Career Education (non-CTED)	0	0
Career Technical Education (CTED)	0	0
TOTAL	11,961,619	12,088,229

PROPOSED STAFFING SUMMARY				
Staff Type	Purchased Services Personnel FTE	Employee FTE	Total FTE	Staff-Pupil Ratio
Certified --				
Superintendent, Principals, Other Administrators	0	55	55	1 to 203.4
Teachers		640	640	1 to 17.5
Other		95	95	1 to 117.8
Subtotal	0	790	790	1 to 14.2
Classified --				
Managers, Supervisors, Directors	0	14	14	1 to 799.2
Teachers Aides	0	133	133	1 to 84.1
Other		246	246	1 to 45.5
Subtotal	0	393	393	1 to 28.5
TOTAL	0	1,183	1,183	1 to 9.5
Special Education --				
Teacher		161	161	1 to 18.0
Staff		25	25	1 to 6.0

FY 2020 Truth in Taxation Work Sheet (A.R.S. §15-905.01)

1.	FY 2020 Truth in Taxation Base Limit (from FY 2019 TNT work sheet, line 3 + line 11)	\$	<u>1,131,000</u>
2.	Deduction for discontinued programs		
3.	Adjusted FY 2020 TNT Base Limit	\$	<u><u>1,131,000</u></u>

[No budget on lines 4 - 7 below. Click here for Instructions](#)

**Primary Property Tax Rate  
Related to Budgeted  
Expenditures**

**FY 2020 Budgeted Expenditures**

4.	Desegregation (no longer a primary levy, must be zero)	\$	<u>0</u>	<u>0.0000</u>
5.	Dropout Prevention (from page 1, line 27)		<u>0</u>	<u>0.0000</u>
6.	Joint Career and Technical Education and Vocational Education Center		<u>0</u>	<u>0.0000</u>
7.	Small School Adjustment (from page 7, line 4, columns A and B)	\$	<u>0</u>	<u>0.0000</u>

**Adjustments for FY 2019 Expenditures**

8.	Desegregation, Dropout Prevention, and Joint Career and Technical Education and Vocational Education Center			
a.	FY 2019 Total Actual Expenditures for programs above	\$	<u>                    </u>	
b.	Sum of FY 2019 original budget amounts for programs above (from FY 2019 TNT work sheet, sum of lines 4, 5, and 6)		<u>0</u>	
c.	Expenditures over/(under) original budget (line 8.a minus line 8.b)	\$	<u>0</u>	
9.	Small School Adjustment			
a.	FY 2019 final budget for Small School Adjustment	\$	<u>                    </u>	
b.	FY 2019 original budget for Small School Adjustment (from FY 2019 TNT work sheet, line 7)	\$	<u>0</u>	
c.	Amount over/(under) budget for Small School Adjustment (line 9.a minus line 9.b)	\$	<u>0</u>	
10.	Total (add lines 4 through 7 and line 8.c. and line 9.c.)	\$	<u>0</u>	
11.	Excess over Truth in Taxation Limit (1) (Line 10 minus line 3. If negative, enter zero.)	\$	<u>0</u>	
12.	Amount to be Levied in FY 2020 for Adjacent Ways pursuant to A.R.S. §15-995 (from page 5, footnote 2) (1)	\$	<u>55,353</u>	<u>0.0002</u>
13.	Amount to be Levied in FY 2020 for Liabilities in Excess of the Budget pursuant to A.R.S. §15-907 (1)	\$	<u>                    </u>	<u>0.0000</u>

**Calculations for Truth in Taxation Notice**

A.	Sum of lines 11, 12, and 13	\$	<u>55,353</u>
B.1.	Current Assessed Value	\$	<u>310,039,429</u>
B.2.	(Line 3 divided by line B.1) x \$10,000	\$	<u>36.4792 (2)</u>
C.1.	Sum of lines 3, 11, 12, and 13	\$	<u>1,186,353</u>
C.2.	(Line C.1 divided by line B.1) x \$10,000	\$	<u>38.2646 (2)</u>

(1) If an amount on line 11, 12, or 13 is greater than zero, the district must publish a Truth in Taxation Hearing Notice as described in A.R.S. §15-905.01.

(2) \$10,000 is used in these calculations to determine the amounts to include on the truth in taxation hearing notice for a \$100,000 home, as property taxes on residential properties are levied at 10% of the assessed valuation per A.R.S. §42-15003.

**DATA ENTRY SHEET**

FY 2020 LEGISLATIVE AMOUNTS	
Base Level Amount (A.R.S. §15-901, as amended by Laws 2019, Ch. 265, §7)	\$ 4,150.43
State Support Level per Route Mile (A.R.S. §15-945, as amended by Laws 2019, Ch. 265, §10)	
0.5 mile or less <b>OR</b> more than 1.0 mile	\$ 2.69
More than 0.5 mile through 1.0 mile	\$ 2.20
Qualifying Tax Rate for districts except career technical education districts	1.8954

**UNWEIGHTED STUDENT COUNT**

All districts must complete lines 1 through 6 below.

Prior years ADM amounts (lines 1 and 2) are used to calculate district additional assistance (DAA), including DAA growth factor if applicable, in accordance with A.R.S. §15-961. Estimated current year ADM (lines 3 through 6) is used to calculate the Group A weighted student count included in the Base Support Level calculation on the APOR55 tab, page 4.

	PSD	K-8	9-12	Total
<b>Prior Years ADM (A.R.S. §§15-901 and 15-961)</b>				
1. FY 2018 100th-Day ADM				11,902.556
2. FY 2019 100th-Day ADM	83.305	11,251.952		11,335.257
<b>Current Year ADM (A.R.S. §§15-943 and 15-808)</b>				
3. FY 2020 Estimated Non-AOI Student Count	83.305	11,039.952		11,123.257
4. FY 2020 Estimated AOI Full-Time Student Count				0.000
5. FY 2020 Estimated AOI Part-Time Student Count				0.000
6. Total FY 2020 Estimated Student Count	83.305	11,039.952	0.000	11,123.257

**STUDENT COUNT BY CATEGORY**

Student counts used to calculate the Group B weighted add-on count used in calculating the Base Support Level.

	Non-AOI Student Count	AOI Full-Time Student Count	AOI Part-Time Student Count
7. K-3 Reading	4,297.076		
8. K-3	4,297.076		
9. ELL	1,695.047		
10. HI	1.975		
11. MD-R, A-R, and SID-R	41.648		
12. MD-SC, A-SC, and SID-SC	110.004		
13. MD-SSI	6.000		
14. OI-R	5.390		
15. OI-SC	12.061		
16. P-SD	22.455		
17. DD*, ED, MIID, SLD, SLI*, and OHI	1,213.475		
18. ED-P	7.400		
19. MOID	15.940		
20. VI	0.000		
21. Total Add-on Count (lines 7 through 20)	11,725.547	0.000	0.000

\*School aged students only

**ADJUSTMENTS TO BASE SUPPORT LEVEL/BASE REVENUE CONTROL LIMIT (A.R.S. §15-944.E)**

- 1.  Check box if district is designated as a small isolated district by the State Board of Education. (A.R.S. §15-901)
- 2.  Check box if the district has been approved for additional monies for teacher compensation by the State Board of Education. (A.R.S. §15-952)
- 3.  Check box if the district has been approved to provide 200 days of instruction by ADE. (A.R.S. §15-902.04)

4. Adjusted FY 2020 Base Level Amount	\$4,202.31
5. Actual Teacher Experience Index (TEI) from FY 2019 Teacher Experience Report (if actual TEI is less than 1.0000 use 1.0000) (A.R.S. §15-941)	1.0000
6. FY 2018 actual <b>non-federal</b> audit expenditures from all funds (A.R.S. §15-914.F)	\$60,567.00
7. FY 2018 actual <b>federal</b> audit expenditures from all funds	\$4,100.00
8. FY 2018 actual <b>total</b> audit expenditures from all funds (line 6 plus line 7)	\$64,667.00

**TRANSPORTATION (A.R.S. §§15-816.01, 15-945, as amended by Laws 2019, Ch. 265, §10, and 15-946)**

1. FY 2019 Approved Daily Route Miles	2,037.50
2. Number of Eligible Students Transported in FY 2019	2,168.00
3. FY 2019 Annual Expenditure for Bus Tokens	\$0.00
4. FY 2019 Annual Expenditure for Bus Passes	\$0.00
5. Actual Route Miles traveled in July and August 2018 to Transport Pupils w/Disabilities for Extended School Year	1,266.00
6. Estimated Route Miles Traveled in June 2019 to Transport Pupils w/Disabilities for Extended School Year	1,013.00

**OTHER INFORMATION**

1. Capital Transportation Adjustment (A.R.S. §15-963.B)	
a. PSD	
b. K-8	
c. 9-12	
2. Actual DAA State Budget Reduction Amount calculated by ADE (leave blank for budget adoption)	
a. PSD and K-8	
b. 9-12	
3. Consolidation/Unification Increase for Transitional Costs incurred in first year (A.R.S. §§15-912 and 15-912.01)	

**ASSESSED PROPERTY VALUATIONS**

4. 2019 Primary Assessed Valuation (AV)	\$310,039,429
5. 2019 Primary Assessed Valuation (AV2)	
6. 2019 Salt River Project (SRP) Valuation	
7. 2019 Government Property Lease Excise Tax Assessed Valuation	

**BUDGET BALANCE CARRYFORWARD (A.R.S. §15-943.01)**

8. Adjustments to the General Budget Limit (from FY 2019 BUDG75)	
9. FY 2019 M&O Fund actual expenditures (from FY 2019 AFR)	
10. FY 2019 M&O Fund Actual Expenditures (if any) for:	
a. Special Program Override	
b. Desegregation (A.R.S. §15-910)	
c. Tuition Out Debt Service	
d. Dropout Prevention Programs	
e. Joint Career and Technical Education and Vocational Education Center (A.R.S. §15-910.01)	
f. Performance Pay (A.R.S. §15-920)	
11. Budget Balance Carryforward transferred to the School Opening Fund (if any)	

**DATA ENTRY SHEET**

**DISTRICTS RECEIVING FEDERAL IMPACT AID REVENUES (A.R.S. §15-905.R):**

12.	FY 2020 Impact Aid Revenue	
13.	Impact Aid revenue deposited in FY 2020 to the Impact Aid Revenue Bond Debt Service Fund for principal and interest	
14.	Impact Aid revenue transferred in FY 2020 to the M&O Fund to provide cash for the TRCL/TSL difference	
15.	Impact Aid revenue transferred in FY 2020 to the M&O Fund to reduce or eliminate taxes	
16.	FY 2019 Ending Cash Balance in the Impact Aid Fund	

**DISTRICTS OPERATING UNDER THE PROVISIONS OF THE SMALL SCHOOL ADJUSTMENT (A.R.S. §15-949):**

17.  Check box if the district previously operated under a small school adjustment and no longer qualifies based on current year ADM. The phase down limit for an override election pursuant to A.R.S. §15-481 is shown in the appropriate section of the Calculations page. If this box is checked, the district **must** complete line 18 below.

18.	Enter the fiscal year that the district exceeded the allowable student counts for the first time. (A.R.S. §15-949.C and .E)	FY	
19.	For unified districts that qualified for a phase down limit for K-8 or 9-12 but not both, enter 10% of the RCL attributable to the nonqualifying K-8 or 9-12 weighted student count as provided in A.R.S. §15-971(B)(2)(a).		

**DISTRICTS NEEDING BSL ADJUSTMENT DUE TO TUITION LOSS (A.R.S. §§15-954 and 15-902.01):**

Only complete this section if the district receives less tuition from a district which is inside or outside of this state because the district of residence began to offer instruction in one or more high school grade levels not previously offered.

20.	Base year - the fiscal year before the other district began to offer instruction	FY	
21.	Base year Attending ADM Grades 9-12		
22.	Number of tuitioned students lost in the year after the base year due to district of residence offering instruction in Grades 9-12 not offered previously		
23.	Tuition received in base year		
24.	Tuition received in fiscal year after base year		
25.	<input type="checkbox"/> Check box if the district lost student count resulting from the formation of a joint unified school district pursuant to A.R.S. §15-450		
26.	Additional number of tuitioned students lost in the second year after the base year (Type 05 districts only)		
27.	Additional number of tuitioned students lost in the third year after the base year (Type 05 districts only)		

**TYPE 03 DISTRICT INFORMATION**

1.	High School Student Count Transported by District of Residence to District of Attendance (A.R.S. §15-951.C)	
2.	Tuition Out for High School Students (A.R.S. §§15-448.J, 15-842, 15-910.M, and 15-951):	

Attending District Name	Attending District CTD Number	Tuition Out High School Count	Debt Service Per Pupil Tuition	M&O & UCO, Per Pupil Tuition
-------------------------	-------------------------------	-------------------------------	--------------------------------	------------------------------

Use lines 2.a through 2.e for budget **adoption** (as necessary)

a.				
b.				
c.				
d.				
e.				

Use lines 2.f through 2.j for budget **revision** (as necessary)

f.	0	0		
g.	0	0		
h.	0	0		
i.	0	0		
j.	0	0		

3.  Check box for Type 03 districts no longer within a high school district due to the unification of the high school district. (A.R.S. §15-448.J)

**ACCOMMODATION DISTRICT (TYPE 01) INFORMATION (A.R.S. §15-974)**

1.  Check box if the district offers instruction in grades 9-12. **Accommodation districts only.**

Only accommodation districts with a student count of **more** than 125 in grades K-8 or accommodation districts that offer instruction in grades 9-12 and have a student count of **more** than 100 in grades 9-12, should complete lines 2 through 4.

2.	Maintenance & Operation (M&O) Fund FY 2019 ending cash balance	
3.	10% of the FY 2020 RCL calculated using the district's 2019 ADM	
4.	Up to 5% of the FY 2020 RCL calculated pursuant to A.R.S. §15-482.B	\$

**CALCULATIONS**

**CALCULATION OF SUPPORT LEVEL WEIGHTS (GROUP A WEIGHTS)**

	DESIGNATED AS ISOLATED		NOT DESIGNATED AS ISOLATED	
	K-8	9-12	K-8	9-12
Student Count 0.001-99.999				
Support Level Weight	1.559	1.669	1.399	1.559
Student Count 100.000-499.999				
Student Count Constant	500.000	500.000	500.000	500.000
Student Count	-	-	-	-
Difference	=	=	=	=
Weight Adjustment Factor	x	x	x	x
Support Level Weight Increase	=	=	=	=
Support Level Weight	+	+	+	+
Adjusted Support Level Weight	=	=	=	=
Student Count 500.000-599.999				
Student Count Constant	600.000	600.000	600.000	600.000
Student Count	-	-	-	-
Difference	=	=	=	=
Weight Adjustment Factor	x	x	x	x
Support Level Weight Increase	=	=	=	=
Support Level Weight	+	+	+	+
Adjusted Support Level Weight	=	=	=	=
Student Count 600.000 or More				
Support Level Weight			1.158	1.268
Career Technical Education District				
Support Level Weight (A.R.S. §15-943.02)				1.339

**OTHER CALCULATIONS**

- Portion of BSL/BRCL from total K-3 and total K-3 Reading weighted student counts:
 

K-3	\$ 1,083,460.58
K-3 Reading	\$ 722,305.65
- Additional Tax in Districts Ineligible for Equalization Assistance, Amount to be Levied and Paid to the State (A.R.S. §15-992) 

	\$ 0.00
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**CALCULATION OF DISTRICT ADDITIONAL ASSISTANCE (DAA) PER STUDENT COUNT AMOUNTS (A.R.S. §§15-951.C and 15-962.01)**

**TABLE TO CALCULATE DAA PER STUDENT COUNT**

	K-8	9-12
1. FY 2020 Student Count (2019 ADM): .001 - 99.999		
DAA per Student Count	\$ 544.58	\$ 601.24
2. FY 2020 Student Count (2019 ADM): 100.000 - 499.999		
a. Student Count Constant	500.000	500.000
b. Student Count	-	-
c. Difference	=	=
d. Weight Adjustment Factor	x	x
e. Support Level Weight Increase	=	=
f. Support Level Weight	+	+
g. Adjusted Support Level Weight	=	=
h. Support Level Amount	x	x
i. DAA per Student Count	\$ 0.00	\$ 0.00
3. FY 2020 Student Count (2019 ADM): 500.000 - 599.999		
a. Student Count Constant	600.000	600.000
b. Student Count	-	-
c. Difference	=	=
d. Weight Adjustment Factor	x	x
e. Support Level Weight Increase	=	=
f. Support Level Weight	+	+
g. Adjusted Support Level Weight	=	=
h. Support Level Amount	x	x
i. DAA per Student Count	\$ 0.00	\$ 0.00
4. FY 2020 Student Count (2019 ADM): 600.000 or More & Career Technical Education Districts		
DAA per Student Count	\$ 450.76	\$ 492.94

**CALCULATION OF MAINTENANCE AND OPERATION (M&O) FUND BUDGET BALANCE CARRYFORWARD (A.R.S. §15-943.01)**

1. General Budget Limit (GBL) (from FY 2019 latest revised Budget, page 7, line 11)	\$ 73,524,050.00
2. Adjustments to the GBL (from FY 2019 BUDG75)	\$ 0.00
3. Adjusted GBL	\$ 73,524,050.00
4. Budgeted M&O expenditures (from FY 2019 latest revised Budget, page 1, line 30, Total Budget Year Column)	\$ 73,524,050.00
5. Adjustments to the GBL (from line 2)	\$ 0.00
6. Adjusted Budgeted Expenditures	\$ 73,524,050.00
7. Lesser of the Adjusted GBL (line 3) or the Adjusted Budgeted Expenditures (line 6)	\$ 73,524,050.00
8. FY 2019 M&O Fund actual expenditures (from FY 2019 AFR)	\$ 0.00
9. Budget Balance (line 7 minus line 8) (If negative, zero is shown. Any negative amount is shown here in parentheses.)	\$ 73,524,050.00

Note: For lines 10.a through 10.f the FY 2019 actual expenditures are deducted from the budget amount. If the result is negative, zero is shown.

	FY 2019 Budget	Actual	Unexpended Budget
10. FY 2019 Actual Expenditures:			
a. Special Program Override	\$ 0.00	\$ 0.00	\$ 0.00
b. Desegregation	\$ 0.00	\$ 0.00	\$ 0.00
c. Tuition Out Debt Service	\$ 0.00	\$ 0.00	\$ 0.00
d. Dropout Prevention Programs	\$ 0.00	\$ 0.00	\$ 0.00
e. Joint Career and Technical Education and Vocational Education Center	\$ 0.00	\$ 0.00	\$ 0.00
f. Performance Pay	\$ 0.00	\$ 0.00	\$ 0.00
g. Total Budget Balance Deductions (lines 10.a through 10.f)			\$ 0.00
11. Budget Balance after Deductions (If negative, the district does not have any budget balance to carry forward.)			\$ 73,524,050.00
12. Budget Balance Carryforward transferred to the School Opening Fund (not to exceed the lesser of line 11 or the FY 2019 M&O Fund ending cash balance)			\$ 0.00
13. Actual Budget Balance Carryforward to be used in M&O Fund (for GBL calculation on page 7, line 8.c)			\$ 73,524,050.00
14. Accommodation District Cash Balance Carryforward			
a. M&O Fund cash balance as of June 30, 2019			\$ 0.00
b. Actual Budget Balance Carryforward			\$ 0.00
c. Remaining M&O Cash Balance			\$ 0.00
15. Accommodation District Maximum RCL Addition that may be authorized by County School Superintendent:			
a. The amount on line 14.c or	\$ 0.00		
b. 10% of the FY 2020 RCL calculated using the district's 2019 ADM	\$ 0.00		
c. Up to 5% of the FY 2020 RCL calculated pursuant to A.R.S. §15-482.B	\$ 0.00		
d. Result (line 15.b plus line 15.c)	\$ 0.00		
e. The lesser of line 15.a or 15.d			\$ 0.00

**CALCULATIONS**

**CALCULATION OF THE AMOUNT AVAILABLE TO BE SPENT IN THE IMPACT AID FUND (A.R.S. §15-905.R)**

1.	FY 2020 Impact Aid Revenue	\$ 0.00
2.	Impact Aid revenue deposited in FY 2020 to the Impact Aid Revenue Bond Debt Service Fund for principal and interest payments	\$ 0.00
3.	TRCL/TSL Difference	\$ 0.00
4.	Impact Aid revenue transferred in FY 2020 to the M&O Fund to provide cash for the TRCL/TSL difference calculated on line 3	\$ 0.00
5.	Impact Aid revenue transferred in FY 2020 to the M&O Fund to reduce or eliminate taxes	\$ 0.00
6.	FY 2019 Ending Cash Balance in the Impact Aid Fund	\$ 0.00
7.	FY 2020 Amount Available to be Spent in the Impact Aid Fund (on page 6, Federal Projects line 16)	\$ 0.00

**CALCULATION OF SMALL SCHOOL ADJUSTMENT PHASE DOWN LIMIT**

Applies to any district that operated under the provisions of the small school adjustment (A.R.S. §15-949.A), and exceeded the allowable student counts for the first time before FY 2000. Districts that operated under the provisions of a small school adjustment and exceeded the allowable student counts for the first time after FY 1999, should refer to the next section to calculate their maximum override.

If in FY 2020, the K-8 student count is greater than 125 but less than 154, or the 9-12 student count is greater than 100 but less than 176, the district may continue to adopt a budget using a small school adjustment on page 7, line 4 of up to \$50,000 without an election. **OR** If the district holds an override election as provided in A.R.S. §15-481, the district may include up to the amount calculated below on page 7, line 3(a). **For purposes of small school adjustment, the FY 2020 student count is the 2019 ADM.**

1.	A district whose student count K-8 has exceeded 125 but is less than 154 may determine the small school adjustment phase down as follows:	
	a. Phase down base	\$ 150,000.00
	b. FY 2020 K-8 student count	0.000
	c. Small school student count limit	- 125.000
	d. Student count above the small school limit	= 0.000
	e. Adjusted Support Level Weight (See Table I at right for calculation)	x 0.000
	f. Weighted student count above small school limit	= 0.000
	g. Base Level Amount	x 0.00
	h. Phase down reduction factor	- \$ 0.00
	i. Grades K-8 small school adjustment phase down limit	\$ 0.00
2.	A unified or union high school district whose student count in grades 9-12 has exceeded 100 but is less than 176 may determine the small school adjustment phase down as follows:	
	a. Phase down base	\$ 350,000.00
	b. FY 2020 9-12 student count	0.000
	c. Small school student count limit	- 100.000
	d. Student count above the small school limit	= 0.000
	e. Adjusted Support Level Weight (See Table II at right for calculation)	x 0.000
	f. Weighted student count above small school limit	= 0.000
	g. Base Level Amount	x 0.00
	h. Phase down reduction factor	- \$ 0.00
	i. Grades 9-12 small school adjustment phase down limit	\$ 0.00
3.	For unified districts that qualified for a phase down limit for K-8 or 9-12 but not both, enter 10% of the RCL attributable to the nonqualifying K-8 or 9-12 weighted student count as provided in A.R.S. §15-971(B)(2)(a).	\$ 0.00
4.	Allowable Small School Adjustment, subject to an election	\$ 0.00
5.	10% of the District's Total RCL	\$ 0.00
6.	Maximum override, subject to an election (Greater of line 4 or line 5)	\$ 0.00

**ADJUSTMENT**

Applies to any district that operated under the provisions of a small school adjustment (A.R.S. §15-949.A) and exceeded the allowable student counts for the first time after FY 1999. Districts that operated under the provisions of the small school adjustment and exceeded the allowable student counts for the first time before FY 2000, should refer to the section above.

If in FY 2020, the K-8 student count is greater than 125 but less than 181, or the 9-12 student count is greater than 100 but less than 185, the district may hold an override election as provided in A.R.S. §15-481. The maximum amount the district may budget on Budget, page 7, line 3(a), subject to an override election, is the amount calculated below. **For purposes of small school adjustment, the FY 2020 student count is the 2019 ADM.**

1.	A district whose K-8 student count has exceeded 125, but is less than 181 may determine the maximum small school adjustment override as follows:	
	a. FY 2020 K-8 student count	0.000
	b. Small school student count limit	- 125.000
	c. Student count above the small school limit	= 0.000
	d. Phase-down factor	x 0.0045
	e. Result	= 0.0000
	f. Maximum Percent Increase to apply to RCL (.35 minus line 1.e)	= 0.0000
	g. K-8 Revenue Control Limit	x 0.00
	h. K-8 small school budget override limit (line 1.f x line 1.g) (If less than zero, zero is entered)	\$ 0.00
2.	A district whose 9-12 student count has exceeded 100, but is less than 185 may determine the maximum small school adjustment override as follows:	
	a. FY 2020 9-12 student count	0.000
	b. Small school student count limit	- 100.000
	c. Student count above the small school limit	= 0.000
	d. Phase-down factor	x 0.0065
	e. Result	= 0.0000
	f. Maximum Percent Increase to apply to RCL (.65 minus line 2.e)	= 0.0000
	g. 9-12 Revenue Control Limit	x 0.00
	h. 9-12 small school budget override limit (line 2.f x line 2.g) (If less than zero, zero is entered)	\$ 0.00
3.	For unified districts that qualified for a phase down limit for K-8 or 9-12 but not both, enter 10% of the RCL attributable to the nonqualifying K-8 or 9-12 weighted student count as provided in A.R.S. §15-971(B)(2)(a).	\$ 0.00
4.	Allowable Small School Adjustment, subject to an election (line 1.h plus line 2.h plus line 3)	\$ 0.00
5.	10% of the District's Total RCL	\$ 0.00
6.	Maximum override, subject to an election (Greater of line 4 or line 5)	\$ 0.00

**CALCULATIONS**

**CALCULATION OF TUITION OUT FOR HIGH SCHOOL STUDENTS (A.R.S. §§15-448.J, 15-824, 15-910.M, and 15-951)  
For Common School Districts NOT within a High School District (Type 03)**

LINES 1 AND 2 ARE FOR BUDGET ADOPTION

1. Increase to the GBL for Debt Service Tuition Outside the RCL

Attending District Name	Attending District CTD Number	A	B	C	D	Increase to GBL (A x D)
		Tuition Out High School Count	Debt Service Per Pupil Tuition	Debt Service Tuition Limit	Per Pupil Tuition in Excess of Debt Service Limit (B-C)	
a.	0	0.000	0.00	0.00	0.00	0.00
b.	0	0.000	0.00	0.00	0.00	0.00
c.	0	0.000	0.00	0.00	0.00	0.00
d.	0	0.000	0.00	0.00	0.00	0.00
e.	0	0.000	0.00	0.00	0.00	0.00
f.	Total High School Count:		0.000			
g.	Increase to GBL for Debt Service Tuition Outside the RCL (to line 5):					0.00

2. Increase to DSL and RCL for Tuition

Attending District Name	E	F	Increase to DSL and RCL (A x F)
	M&O & UCO, Per Pupil Tuition	Per Pupil Tuition Incl. Limited Debt Service (E + lesser of B or C)	
a.	0.00	0.00	0.00
b.	0.00	0.00	0.00
c.	0.00	0.00	0.00
d.	0.00	0.00	0.00
e.	0.00	0.00	0.00
f.	Increase to DSL and RCL for Tuition:		0.00

LINES 3 AND 4 ARE FOR BUDGET REVISION

3. Increase to the GBL for Debt Service Tuition Outside the RCL

Attending District Name	Attending District CTD Number	A	B	C	D	Increase to GBL (A x D)
		Tuition Out High School Count	Debt Service Per Pupil Tuition	Debt Service Tuition Limit	Per Pupil Tuition in Excess of Debt Service Limit (B-C)	
a.	0	0.000	0.00	0.00	0.00	0.00
b.	0	0.000	0.00	0.00	0.00	0.00
c.	0	0.000	0.00	0.00	0.00	0.00
d.	0	0.000	0.00	0.00	0.00	0.00
e.	0	0.000	0.00	0.00	0.00	0.00
f.	Total High School Count:		0.000			
g.	Revised Total Increase to GBL for Debt Service Tuition Outside the RCL (to line 5):					0.00

4. Increase to DSL and RCL for Tuition

Attending District Name	E	F	Increase to DSL and RCL (A x F)
	M&O & UCO, Per Pupil Tuition	Per Pupil Tuition Incl. Limited Debt Service (E + lesser of B or C)	
a.	0.00	0.00	0.00
b.	0.00	0.00	0.00
c.	0.00	0.00	0.00
d.	0.00	0.00	0.00
e.	0.00	0.00	0.00
f.	Revised Increase to DSL and RCL for Tuition (to line 6):		0.00

5. Adopted or Revised Increase to GBL for Debt Service Tuition Outside the RCL

0.00

6. Total Adjustment for Increase/(Decrease) in Tuition Out for High School Students after budget revision (line 4.f minus line 2.f)

0.00

**CALCULATION OF ADJUSTMENT FOR TUITION LOSS AND STUDENT REVENUE LOSS PHASE-DOWN (A.R.S. §§15-954 and 15-902.01)**

NOTE 1: This section is completed only if the district has indicated that it receives less tuition from a district which is inside or outside of this state because the district of residence began to offer instruction in one or more high school grade levels not previously offered.

1. Base Year Attending ADM Grades 9-12		0.00
2. Factor of 5%	x	0.05
3. ADM loss required to qualify	=	0.000
4. Number of tuitioned students lost in the year after the base year due to district of residence offering instruction in grades 9-12 not offered previously		0.000

NOTE 2: If line 3 is greater than line 4, do not complete the rest of this section. District does not qualify for an increase in the base support level (BSL).

5. Tuition received in base year		0.00
6. Tuition received in fiscal year after base year	-	0.00
7. Tuition loss (If result is less than zero, zero is entered)	=	0.00
8. BSL Adjustment for the first year after the base year	first year factor x	0.75 = 0.00
9. BSL Adjustment for the second year after the base year	second year factor x	0.50 = 0.00
10. BSL Adjustment for the third year after the base year	third year factor x	0.25 = 0.00
11. Increase in BSL for Tuition Loss Adjustment (line 8 + line 9 + line 10)		0.00

NOTE 3: In addition to any adjustment for tuition loss received pursuant to A.R.S. §15-954, a district which loses students from its student count resulting from the formation of a joint unified school district (pursuant to A.R.S. §15-450) and does not receive tuition for those students for the budget year, may increase its BSL (A.R.S. §15-902.01).

12. A district which loses at least 500 students may increase the BSL:		
a. By \$650,000 for the first year of the loss.	\$	0.00
b. By \$600,000 for the second year following the loss.	\$	0.00
c. By \$500,000 for the third year following the loss.	\$	0.00
d. By \$300,000 for the fourth year following the loss.	\$	0.00
e. By \$100,000 for the fifth year following the loss.	\$	0.00
13. A union high school district may increase the BSL:		
a. By \$100,000 if it loses at least 50 students in the first year.	\$	0.00
b. By \$200,000 if it loses an additional 50 students in the second year.	\$	0.00
c. By \$325,000 if it loses an additional 50 students in the third year.	\$	0.00
d. By \$200,000 in the fourth year if it was eligible for the third year loss.	\$	0.00
e. By \$100,000 in the fifth year if it was eligible for the fourth year loss.	\$	0.00

**ADDITIONAL STATE AID TO EDUCATION (ASAE) INFORMATION FOR DEPARTMENT OF REVENUE (A.R.S. §15-992)**

1. Dropout Prevention Program (from page 1, line 27)	\$	0.00
2. Tuition-Out Debt Services (from Calculation of Tuition Out for High School Students section, lines 1.a through 1.e, column A x column B)	\$	0.00
3. Adjustment for Tuition Loss (from APOR55 tab, page 4, BSL Adjustments section)	\$	0.00
4. Liabilities in Excess of School Budget (from TNT Work Sheet, line 13)	\$	0.00
5. Vocational M&O Expenses (from page 1, line 28)	\$	0.00
6. Adjacent Ways (from TNT Work Sheet, line 12)	\$	55,353.00
7. Phase Down Small School Budget Limit Exemption (based on Calculation of Small School Adjustment Phase Down Limit section, only if \$50,000 option is used without an election)	\$	0.00

**Basic Calculations For Equalization Assistance FY 2019-20**

Non-AOI Student Counts									
Student Count	PSD	K-8	9-12	Total	Student Count	PSD	K-8	9-12	Total
FY 2019-20 ADM	83.305	11,039.952	0.000	11,123.257	FY 2018-19 ADM	83.305	11,251.952	0.000	11,335.257

<u>Weighted Student Counts</u>	<u>Student Count</u>	<u>Support Level Weight</u>	<u>Weighted Student Count</u>
FY 2019-20 ADM: District PSD	83.305	x 1.450	= 120.792
District K-8	11,039.952	x 1.158	= 12,784.264
District 9-12	0.000	x 0.000	= 0.000
<b>SubTotal</b>	<b>11,123.257</b>		<b>12,905.056</b>

<u>Add-Ons (FY 2019-20 ADM)</u>	<u>Student Count</u>	<u>Support Level Weight</u>	<u>Weighted Add-on Count</u>
K-3 Reading	4,297.076	x 0.040	= 171.883
K-3	4,297.076	x 0.060	= 257.825
ELL	1,695.047	x 0.115	= 194.930
HI	1,975	x 4.771	= 9,423
MD-R, A-R, SID-R	41.648	x 6.024	= 250.888
MD-SC, A-SC, SID-SC	110.004	x 5.833	= 641.653
MD-SSI	6.000	x 7.947	= 47.682
OI-R	5.390	x 3.158	= 17.022
OI-SC	12.061	x 6.773	= 81.689
P-SD	22.455	x 3.595	= 80.726
DD*, ED, MIID, SLD, SLI*, OHI	1,213.475	x 0.003	= 3.640
ED-P	7.400	x 4.822	= 35.683
MOID	15.940	x 4.421	= 70.471
VI	0.000	x 4.806	= 0.000
<b>Total Weighted Student Count Add-Ons</b>			<b>1,863.515</b>

\*School aged students only

**Basic Calculations For Equalization Assistance FY 2019-20**

AOI Full Time Student Counts					Student Count
Student Count	PSD	K-8	9-12	Total	FY 2018-19 ADM
FY 2019-20 ADM		0.000	0.000	0.000	Prior year AOI Full-Time Student Counts are shown on the APOR 55-1, p. 2

<u>Weighted Student Counts</u>	<u>Student Count</u>	<u>Support Level Weight</u>	<u>Weighted Student Count</u>
FY 2019-20 ADM: District PSD	0.000	x 1.450	= 0.000
District K-8	0.000	x 1.158	= 0.000
District 9-12	0.000	x 0.000	= 0.000
<b>SubTotal</b>	<b>0.000</b>		<b>0.000</b>

<u>Add-Ons (FY 2019-20 ADM)</u>	<u>Student Count</u>	<u>Support Level Weight</u>	<u>Weighted Add-on Count</u>
K-3 Reading	0.000	x 0.040	= 0.000
K-3	0.000	x 0.060	= 0.000
ELL	0.000	x 0.115	= 0.000
HI	0.000	x 4.771	= 0.000
MD-R, A-R, SID-R	0.000	x 6.024	= 0.000
MD-SC, A-SC, SID-SC	0.000	x 5.833	= 0.000
MD-SSI	0.000	x 7.947	= 0.000
OI-R	0.000	x 3.158	= 0.000
OI-SC	0.000	x 6.773	= 0.000
P-SD	0.000	x 3.595	= 0.000
DD*, ED, MIID, SLD, SLI*, OHI	0.000	x 0.003	= 0.000
ED-P	0.000	x 4.822	= 0.000
MOID	0.000	x 4.421	= 0.000
VI	0.000	x 4.806	= 0.000
<b>Total Weighted Student Count Add-Ons</b>			<b>0.000</b>

\*School aged students only

**Basic Calculations For Equalization Assistance FY 2019-20**

AOI Part Time Student Counts					Student Count	Prior year AOI Part-Time Student Counts are shown on the APOR 55-1, p. 2
Student Count	PSD	K-8	9-12	Total	FY 2018-19 ADM	
FY 2019-20 ADM		0.000	0.000	0.000		

Weighted Student Counts	Student Count	Support Level Weight	Weighted Student Count
FY 2019-20 ADM: District PSD	0.000	x 1.450	= 0.000
District K-8	0.000	x 1.158	= 0.000
District 9-12	0.000	x 0.000	= 0.000
<b>SubTotal</b>	<b>0.000</b>		<b>0.000</b>

Add-Ons (FY 2019-20 ADM)	Student Count	Support Level Weight	Weighted Add-on Count
K-3 Reading	0.000	x 0.040	= 0.000
K-3	0.000	x 0.060	= 0.000
ELL	0.000	x 0.115	= 0.000
HI	0.000	x 4.771	= 0.000
MD-R, A-R, SID-R	0.000	x 6.024	= 0.000
MD-SC, A-SC, SID-SC	0.000	x 5.833	= 0.000
MD-SSI	0.000	x 7.947	= 0.000
OI-R	0.000	x 3.158	= 0.000
OI-SC	0.000	x 6.773	= 0.000
P-SD	0.000	x 3.595	= 0.000
DD*, ED, MIID, SLD, SLI*, OHI	0.000	x 0.003	= 0.000
ED-P	0.000	x 4.822	= 0.000
MOID	0.000	x 4.421	= 0.000
VI	0.000	x 4.806	= 0.000
<b>Total Weighted Student Count Add-Ons</b>			<b>0.000</b>

\*School aged students only

**Basic Calculations For Equalization Assistance FY 2019-20**

<b>Base Support Level</b>				<b>Base Support Level</b>			
	Non-AOI	AOI FT	AOI PT		Non-AOI	AOI FT	AOI PT
Extended BSL Amount	\$62,062,113.60	\$0.00	\$0.00	Weighted Student	12,905.056	0.000	0.000
Teacher Experience Index	1.0000	1.0000	1.0000	Weighted Add-On	+ 1,863.515	0.000	0.000
	\$62,062,113.60	\$0.00	\$0.00	Total Weighted	= 14,768.571	0.000	0.000
				AOI Funding	x	0.95	0.85
Extended BSL Amount Total		\$ 62,062,113.60		Base Level Amount	x \$4,202.31	\$4,202.31	\$4,202.31
Base Support Level Adjustments Total		\$ 60,567.00		Extended Amount	= \$62,062,113.60	\$0.00	\$0.00
<b>Base Support Level/Base Revenue Control Limit</b>		<b>\$ 62,122,680.60</b>		<b>Base Support Level Adjustments</b>			
<b>Calculation For TSL</b>				<b>Calculation for DSL</b>			
Approved Daily Route Miles				<u>Audit Service Expense</u>		\$ 60,567.00	
Total Approved Daily Route Miles			2,038	Increase for Tuition Loss Adjustment		\$ 0.00	
Eligible Students Transported			2,168	Increase for Student Revenue Loss Phase-Down		\$ 0.00	
Unadjusted Route Miles Per Eligible Student			0.940				
State Support Level Per Route Mile			2.20	Base Support Level Adjustments Total		\$ 60,567.00	
Daily Route Miles x 180 Days			366,840.00	<b>Calculation for RCL</b>			
To and From School Support Level			\$ 807,048.00	2019-20 Base Support Level (BSL)/BRCL		\$ 62,122,680.60	
<u>Activity Trip Level Factor</u>			0.10	2019-20 Consolidation		\$ 0.00	
Activity Trip Support Level			\$ 80,704.80	Tuition Out For High School Students (Type 03)		\$ 0.00	
Handicapped Extended School Year Mileage			2,279.000	2019-20 Transportation Support Level (TSL)		\$ 892,766.60	
Handicapped Extended School Year Support Level			\$ 5,013.80	<b>2019-20 District Support Level (DSL)</b>		<b>\$ 63,015,447.20</b>	
Annual Expenditures For:	Bus Passes	Bus Tokens		<b>Calculation For TRCL</b>			
Districts	\$0.00	\$0.00	\$ 0.00	2019-20 Base Support Level (BSL)/BRCL		\$ 62,122,680.60	
<b>2019-20 Transportation Support Level (TSL)</b>			<b>\$ 892,766.60</b>	2019-20 Consolidation		\$ 0.00	
				Tuition Out For High School Students (Type 03)		\$ 0.00	
				2019-20 Trans. Revenue Control Limit (TRCL)		\$ 1,228,528.19	
				<b>2019-20 Revenue Control Limit (RCL)</b>		<b>\$ 63,351,208.79</b>	
<b>Calculation For TRCL</b>				<b>2019-20 DSL</b> \$ <b>63,015,447.20</b> <b>2019-20 RCL</b> \$ <b>63,351,208.79</b>			
2018-19 Transportation Revenue Control Limit (TRCL)			\$ 1,228,528.19				
Change:	2019-20 TSL	\$ 892,766.60					
	2018-19 TSL	\$ 1,142,738.15					
	Difference:	\$ 0.00					
Preliminary FY2019-20 TRCL			\$ 1,228,528.19				
120% of FY2019-20 TSL		\$ 1,071,319.92					
Adjusted FY2019-20 TRCL			\$ 1,228,528.19				
<b>2019-20 Transportation Revenue Control Limit</b>			<b>\$ 1,228,528.19</b>				

**Basic Calculations For Equalization Assistance FY 2019-20**

<u>District Additional Assistance (DAA) Calculations</u>	<u>PSD</u>	<u>K-8</u>	<u>9-12</u>	<u>Total</u>
FY 2019-20 District Student Count	83.305	11,251.952	0.000	
Type 03 District Tuition Out Trans. Count (For Type 03 High School Only, Per Student Count Factor at 50%)			0.000	
DAA Per Student Count	x \$450.76	x \$450.76	x \$0.00	
Preliminary DAA	= \$37,550.56	= \$5,071,929.88	= \$0.00	\$5,109,480.44
<b><u>DAA Growth Factor</u></b>				
FY 2019-20 Actual Student Count	11,335.257			
FY 2018-19 Actual Student Count	/ 11,902.556			
FY 2019-20 DAA Growth Factor*	= 0.9523	x 1.0000 *	x 1.0000 *	
<i>*If less than or equal to 1.05, use 1. If greater than 1.05%, use 1 plus 50% of growth.</i>				
<b>District DAA</b>	<b>\$37,550.56</b>	<b>\$5,071,929.88</b>	<b>\$0.00</b>	<b>\$5,109,480.44</b>
<b><u>DAA For High School Textbooks</u></b>				
FY 2019-20 Actual 9-12 Student Count			0.000	
Support Level Amount For Textbooks			x \$69.68	
DAA For Textbooks				\$0.00
				\$5,109,480.44
<b><u>DAA Adjustment</u></b>	<b>(\$1,640,143.22)</b>		<b>\$0.00</b>	<b>(\$1,640,143.22)</b>
<b>Total FY 2019-20 DAA Base</b>	<b>\$3,469,337.22</b>		<b>\$0.00</b>	<b>\$3,469,337.22</b>

**Basic Calculations For Equalization Assistance FY 2019-20**

**Equalization Base for Lesser of DSL/RCL**

	<u>Weighted Student Count</u>	<u>Percentage</u>	<u>Lesser of DSL or RCL</u>	<u>RCL/DSL Allocation</u>
PSD-8	12,905.056	1.0000	\$63,015,447.20	\$63,015,447.20
9-12	0.000	0.0000	\$63,015,447.20	\$0.00
Tuition Out For High School Student (Type 03)				\$0.00
<b>Total</b>	<b>12,905.056</b>			<b>\$63,015,447.20</b>

		<u>Qualifying Tax Rate</u>		<u>Qualifying Levy</u>
Primary Assessed Valuation (AV)	\$310,039,429.00	K-8	\$1.8954	
Primary Assessed Valuation 2 (AV2)	\$0.00	9-12	\$1.8954	
SRP Assessed Valuation	\$0.00			
GPLET Assessed Valuation	\$0.00			
<b>Equalization Assessed Valuation</b>	<b>\$310,039,429.00 (/100)</b>	<b>X</b>	<b>\$1.8954</b>	<b>=</b>
				<b>\$5,876,487.34</b>

**Calculation of Equalization Assistance**

	<u>PSD-8</u>	<u>9-12</u>	<u>Total</u>
RCL/DSL Allocation	\$63,015,447.20	\$0.00	\$63,015,447.20
DAA Allocation	\$3,469,337.22	\$0.00	\$3,469,337.22
District Type 03 Tuition Out Charge	\$0.00	\$0.00	\$0.00
<b>FY 2019-20 Equalization Base</b>	<b>\$66,484,784.42</b>	<b>\$0.00</b>	<b>\$66,484,784.42</b>
Qualifying Levy	\$5,876,487.34	\$5,876,487.34	\$11,752,974.68
<b>Total Equalization Assistance</b>	<b>\$60,608,297.08</b>	<b>\$0.00</b>	<b>\$60,608,297.08</b>

GLENDALE ELEMENTARY SCHOOL DISTRICT

**INFORMATIONAL AGENDA ITEM**

AGENDA NO: 9.A. TOPIC: Future Meetings

SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent

RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent

DATE ASSIGNED FOR CONSIDERATION: June 27, 2019

Board Meetings dates for the 2019-2020 school year are listed below with the agenda topics anticipated for each meeting. Routine items, i.e., vouchers, personnel reports, travel, etc., are not included in the list.

July 11	2019-2020 Expenditure Budget Policy Manual Adoption Study Session - Community Involvement/Committees
July 25	Special Meeting - Vacated
August 8	Report on Opening of School Study Session - Demographics ASBA Political Agenda Direction ASBA Delegate Assembly Representative Fundraiser Activity Requests Recruitment Trips
August 22	Special Meeting Board Discussion on Strategic Planning Priorities
September 12	AzMERIT 100% Club Recognition Peer Observers Qualified Evaluators Phased Retirement Plan
September 26	Special Meeting Annual Financial Report
October 17	Superintendent Goal Progress Report Board Self Evaluation <i>Annual Board Self-Evaluation deadline October 30</i> ASBA Bylaw Changes
November 7	Executive Session for Superintendent's Evaluation Strategic Plan Presentation A-F Letter Grade Presentation
November 21	Special Meeting <i>Superintendent Summative Performance Evaluation Deadline November 30</i>
December 12	Revised Budget School Year Calendars
January 9	Organizational Meeting <i>Organizational Meeting deadline January 15</i> Employee and Student Discipline Hearing Procedures Hearing Officer List
January 23	Employment Contracts and Agreements
February 6	Certified Contract Renewals
February 20	Special Meeting
March 5	Meet and Confer/Salary Recommendations Administrative Contract Renewals
March 26	Special Meeting
April 9	Board Meeting Schedule Classified Employment Renewals Medical, Dental, Vision, Life, Mid-Term and Short-Term Disability Insurance Pay for Performance Plan ASBA Political Agenda Submissions
April 23	Special Meeting

May 14	Authorized Signatories Budget Revision Call for Election Renewal of Sole Source, Cooperative, and Purchasing Contracts Facsimile Signatures Salary Tables, Fringe Benefits and Extra Duty Stipends
May 28	Special Meeting
June 11	Strategic Plan Update/Discussion Employee Garnishments Student Activity Treasurer Execution of Vouchers Workers Compensation, Property, Casualty and Liability Insurance Claims Service Agreement Authorization to Settle Claims Evaluation Handbooks
June 25	Principal and Teacher Evaluation Ratings Proposed Expenditure Budget State Assessment Data Extracurricular Fee Schedule SFB Capital Plan Facility Use Fee Schedule and Agreement

### Agenda Item Requests Tracking:

Agenda Item	Date of Board Request	Board Member Making Request	Date Placed on Agenda	Action Taken
Salary Schedule Study Session	5/9/19	Sara Smith		
Community Involvement, Committee information and discussion	6/13/19	Sara Smith	7/11/19	