

CARTWRIGHT SCHOOL DISTRICT #83

Dr. LeeAnn Aguilar-Lawlor, Superintendent

Learning for all. Every child, every school, every day.

One Team, Una Familia!



Cartwright School District
Dr. LeeAnn Aguilar Lawlor
Superintendent



Cartwright Education
Association
Mitchella Stevens

**This Combined
Educational Support Professionals and
Teacher Handbook
Includes the Following:**

**Selected Governing Board
Policies/Administrative Regulations**

Agreement Between

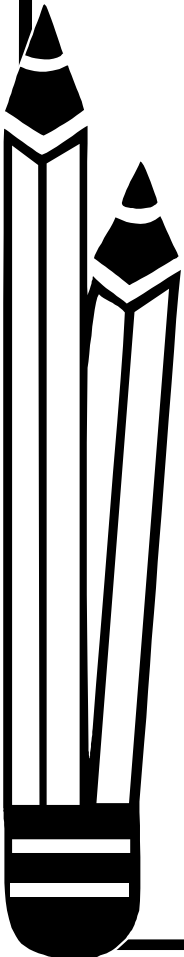
The Cartwright Governing Board

And

**The association elected by the teachers:
The Cartwright Education Association**

2021 – 2022 School Calendar

Revised 3.1.2022





CARTWRIGHT SCHOOL DISTRICT NO. 83

5220 West Indian School Road Phoenix, AZ 85031

(623)691-4000 www.csd83.org

One Team, Una Familia!

Dr. LeeAnn Aguilar-Lawlor
Superintendent

M. Victoria Farrar, MBA
Chief Financial Officer

Ena Jáuregui
Deputy Superintendent for
Educational and Family Services

Dr. Heather Cruz
Assistant Superintendent for
Educational Services

Dr. Juan Medrano
Assistant Superintendent for
District Operations

Susan Doyle
Executive Director of Human
Resources

Jonathan Larkin
Executive Director of Fundraising,
Outreach, and Public Relations

Patricia Lopez
Executive Director of School
Leadership

Raul Piña
Executive Director of Safe Schools and
SEL Programs

Dear Cartwright Team,

On behalf of the Cartwright Governing Board, the Superintendent Leadership Team and myself, I want to welcome everyone to the 2021-2022 School Year. We are excited to have you as part of the Cartwright Familia! As we continue to strive to meet the three District and Governing Board Goals: Expand Academic Achievement, Ensure Excellent Customer Service, and Promote Social Emotional Learning, my hope is that we continue to learn together and ensure we create positive relationships built on trust and appreciation for each other and the students and families we serve.

I am truly grateful for your continued dedication, and positive energy towards providing a highly engaging educational experience for our scholars. Together - we will continue to learn and grow through this pandemic and beyond.

We are "One Team, Una Familia- Together...". Thank you for taking great pride in serving our community and student scholars all year long. Have a happy, healthy and positive school year!

Sincerely,

Dr. LeeAnn Aguilar Lawlor
Superintendent

Linda Parker
Executive Assistant to
Superintendent and Governing Board

Christine Santos
Executive Assistant to
Superintendent and Governing Board

This handbook contains information that directly affects you. Its purpose is to make relevant information readily available to you. Please take time to carefully review this handbook.

This handbook does not contain all Governing Board Policies or Administrative Regulations, but those not included in this handbook can be reviewed through the internet at www.azsba.org or by visiting the Superintendent's office area, located at the District's Administrative Offices. As an employee of the District, you are expected to be knowledgeable about its Governing Board Policies and Administrative Regulations.

To ensure you are kept apprised of changes to Governing Board Policies, Administrative Regulations or new programs or procedures, the handbook may be periodically updated.

Introduction

Please take time to carefully review this Professional Agreement, heretofore referred to as the "Handbook." This Handbook, contains information that directly affects you. Its purpose is to make relevant information readily available to you. This Handbook is designed for employees to find answers to the more routine questions that may come up in day-to-day operations. This Handbook is also designed to give employees access to the current employment conditions, including Governing Board Policies and or Administrative Regulations, as agreed upon through the process of meet and confer and approval by the Governing Board. This Handbook does not contain all of the Governing Board Policies and or Administrative Regulations. Unfortunately, no Handbook can contain the answers to all employment questions. This Handbook is intended to contain enough information to be of help, when needed. Your supervisor, Principal, campus administrative staff, the Superintendent and other members of the central office staff are available to you and are always willing to provide assistance should you have any questions not answered here.

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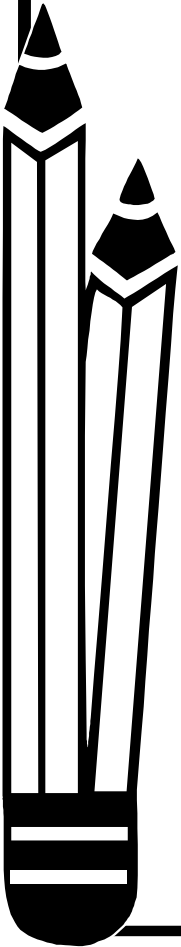
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Preamble/ Meet & Confer Agreement



PREAMBLE

The Governing Board of the Cartwright Elementary School District #83 and the Cartwright Education Association recognize the Board's responsibility to develop a quality educational program for the District's students. This can best be achieved by agreement of both parties working together toward common goals. The Board and CEA enter into this Agreement with mutual dedication, recognizing that the experience, creativity and judgment of both parties are necessary to meet the educational needs of the community. The Board and CEA recognize their responsibility toward each other and to the community for conferring in good faith to reach a satisfactory agreement.

1.0 RIGHTS AND RESPONSIBILITIES OF THE PARTIES OF THIS AGREEMENT

1.1 Definitions.

The words/phrases below have the following meanings when used in this Agreement:

- A. Association - The Cartwright Education Association ("CEA").
- B. Association's Meet and Confer Team - The CEA Meet and Confer Team.
- C. Base Salary - The amount of salary dollars agreed to in any given contract year. The base salary includes educational credits. The base salary amount does not include the \$1,320 from Fund 11 and \$3,150 from Fund 13 (301 monies), which are included within the salary schedule. Proposition 301 monies are not eligible for cost of living salary increase or percent raise adjustments.
- D. Board - The Governing Board of the Cartwright School District.
- E. Board's Team - The Board's Meet and Confer Team.
- F. District - The Cartwright Elementary School District #83.
- G. Meet and Confer Unit - All certified non-administrative personnel under contract by the Board, including teachers, certified librarians, counselors, social workers, and all other employees placed on the certified teachers' salary schedule.
- H. Teacher(s) - All employees represented by the Association in the Meet and Confer Unit.
- I. Superintendent - The District Superintendent or the Superintendent's designee.

1.2 Recognition.

- A. Association. The Board recognizes the Association as the designated representative of all employees in the Meet and Confer Unit to meet and confer with the Board's Team concerning salaries, fringe benefits, and other items subject to the meet and confer process.

- B. Individual Rights. Nothing in this Agreement is intended to or shall interfere with an employee's ability to speak or confer with District or school administrators, to deny or restrict an employee's legal rights, or to interfere with an employee's right to appear on their own behalf before the Board and/or through a representative of his/her choosing.
- C. Governing Board. Nothing in this Agreement is intended to or shall interfere with the Board's ability to fulfill its rights and responsibilities under the law and in accordance with Board Policy.
- D. Administration. Nothing in this Agreement is intended to or shall interfere with the Administration's ability to supervise, evaluate or consult with individual employees.

1.3 Meet And Confer Procedures.

- A. Scope. The Board and the Association agree to meet and confer on salaries, fringe benefits, all enumerated topics referenced throughout this Agreement, including Board Policy and Regulations, and other matters historically discussed by the Meet and Confer Teams.
- B. Team Representation. The Board's team representatives shall be selected by the Board's Team Chairperson and may include one member of the Governing Board. The Board's Team will include administrator representatives from human resources, educational services, financial services, administrative services and operational services including one Principal representative depending on the recommendation of the Board Team's Chairperson. The Association's team representatives shall be appointed by the elected Director of Meet and Confer. The Association's team will include at minimum one Educational Support Professional. Each team shall introduce team members at the initial meeting of Meet and Confer.
- C. Five Chair Meeting. Each team shall be comprised of five (5) members. A quorum may be declared by the Team Chairperson/designee if at least three (3) team members are present at a given meeting.
- D. Audience Control. Meetings shall be open to the public. Disruptive members of the audience may be asked to leave the meeting. If the audience's conduct is not controlled, the Board's Team Chairperson can table or adjourn the meeting.
- E. Convener. The Board's Team Chairperson or Association's Team Chairperson shall convene Meet and Confer meetings and call such meetings to order.
- F. Spokesperson. The Team Chairpersons shall be the spokespersons for each Team, unless that responsibility has been delegated to another Team member by the Team Chairperson.
- G. Meeting Agenda. The Teams shall develop a meeting agenda for each meeting and shall only discuss items listed on the agenda, unless modifications to the Agenda are mutually agreed upon. Notice of the meeting shall be posted in the District office and all District schools twenty-four (24) hours prior to meeting.

- H. Initial Meeting. The first official Meet and Confer Meeting should occur no later than February. The agenda for the initial meeting should include establishing the "ground rules" for all meetings. Each team may present a first round of proposals.
- I. Meeting Length. Each meeting shall be scheduled for no more than two (2) hours. However, if progress is being made and both Team Chairpersons agree, the meeting time may be extended.
- J. Minutes. The Board's Team shall provide a person who will take minutes at each meeting. The Team Chairpersons shall review and approve the minutes, which then shall be distributed as the Teams direct.
- K. Outside Consultants. Each party may invite no more than two (2) consultants to attend a meeting. Each party shall notify the other at least seven (7) calendar days before the meeting that consultants shall be in attendance. The other party receiving such notice then has the right to invite consultants to said meeting without notice. Consultants may not raise issues or introduce items not already on the agenda for the meeting.
- L. Study Committee. By mutual consent, joint study committees may be appointed under agreed upon guidelines as to functions and responsibilities. Such committees shall report their findings to the Team Chairpersons. Committee recommendations and reports shall be advisory in nature. A quorum shall consist of two members from each Team. Either party may appoint alternates. Upon completion of its study and submittal of written reports on the subject assigned to it, the committee shall be dissolved; once dissolved, no such committee shall be reactivated except by mutual consent.
- M. Approval of Items. When tentative agreement has been reached by the Teams on an item or proposal, it shall be reduced to writing and submitted for approval by the Teams. The Team Chairpersons shall sign the written approved items or proposals, which shall be included in the official minutes of the meeting. All items or proposals approved by the Teams will be submitted for ratification by the Meet and Confer Unit, as specified in the Cartwright Education Association bylaw. No one Agreement becomes final until each item is approved and ratified by the Association Executive Board and approved by the Governing Board. Final approval of Board Policies and Regulations (pursuant to Governing Board Policy BG, BGC and BGC-R) from this process will not occur until after ratification.
- N. Changes to Agreement. Once the Agreement has been approved by Association's Executive Board and the Governing Board, it shall remain in full force during the instructional year for which it is adopted. In the event language does not exist regarding compensation, benefits and working conditions, proposed language may be brought to the Board's representative(s) and the Association's representative(s) for consideration. No changes/additions shall be made unless mutually agreed upon by the Board's representative(s) and the Association's Executive Board. Any changes/additions the parties approve shall be implemented prospectively, unless the parties specifically agree that the changes/additions shall be applied retroactively.
- O. Publication and Distribution of Agreement. The Cartwright Education Association (CEA) President or designee shall be provided a draft copy of the Meet and Confer

Agreement at least two (2) weeks prior to the time the Agreement is scheduled to be printed in final form to ensure the Association has the opportunity to edit the document for typographical errors or omissions. The District will distribute the Agreement in the Employee Handbook and strive to provide it to teachers on or before their first day of work. A hard copy of the Agreement will be distributed to each member of the CEA Executive Committee and Negotiation Committee, as well as each Site Leader/Representative. Each site will have at least five (5) hard copies on file in the main office and will be accessible to all employees for individual use. An electronic copy of the agreement will be posted on the district web page with Adobe Acrobat Pro (or other comparable program). If the district is unable to post the agreement on the website through Adobe Acrobat Pro (or other comparable program), a hard copy of the handbook will be given to each employee.

Implementation will be accomplished no later than the beginning of the 2021-2022 School Year.

- P. News Release. The Teams shall work cooperatively to develop news releases and articles published to third parties relating to the Meet and Confer Process. Both Teams' Chairpersons shall approve all such materials prior to their release.

1.4 Use of School Facilities.

- A. Meetings. Cartwright Education Association is authorized to use school facilities for meetings upon approval of the building administrator. Meetings are to be scheduled outside regular teaching hours and shall in no way interfere with other duties or school activities. Cartwright Education Association mentor(s) and/or advocate(s) may meet with an employee during the employee's prep-time or lunchtime. The mentor(s) and/or advocate(s) would follow the district policy regarding visitors.
- B. Use of Mail Boxes. An authorized representative of the Cartwright Education Association shall have the right to place materials pertaining to the organizations in employee mailboxes after first notifying the building administrator. A copy of the materials being distributed to the entire staff will be provided to the Principal. Association materials for members only would not apply.
- C. Use of Bulletin Boards. If requested, Cartwright Education Association shall be given equal bulletin board space in the employee lounge with location and size to be established by the building administrator. Such bulletin board space shall be identified with the name of the Cartwright Education Association. Only authorized representatives of the organization shall post materials on the bulletin board.
- D. Email. Cartwright Education Association communications to entire school staff will be copied to the Superintendent. Email sent to members only would not apply.

1.5 Professional Association Absences.

If A.R.S. 15-504 (added by Laws 2009, 3rd S.S., Ch.12, 16) prohibiting compensated days for professional association activities is repealed or invalidated for any reason, it is agreed that the District will reinstate section 1.5 Professional Association Absences from the 2009-10 Teacher Handbook/Agreement.

2.0 RECORD KEEPING RESPONSIBILITIES

2.1 Professional Certificates.

See, Board Policy GBJ.

2.2 District Personnel Files.

See, Board Policy GBJ and Administrative Regulation GBJ-R.

2.3 Release from Contract.

See, Board Policy GCQC.

2.4 Training on Teacher Evaluation.

See, Board Policy GCO and Administrative Regulation GCO-RA.

3.0 SALARY

3.1 Salary Schedule.

A. Salary Schedule – See Appendix

B. Instructional Improvement Funds (Certified Only)

1. Fifty percent (50%) of all Instructional Improvement Funds shall be distributed equally to all teachers as additional salary.
2. The Instructional Improvement Funds shall be distributed the last week of the regular school year.
3. The definition of “teacher” shall be the same as the definition used for Classroom Site Funds.

3.2 MA Equivalency. (Certified)

MA60 is equivalent to EDS on the salary schedule.

MA75 is equivalent to EDS15 on the salary schedule.

3.3 Teacher Pay. (Certified)

Teachers shall be paid after each pay period based on actual time worked during that pay period. The seven (7) non-paid, non-work days provided for in the District calendar will be added to the teacher contract to prevent teachers from slipping back into “overpaid” status once the school year begins. This will not affect teacher pay, or teacher work days.

The first payroll will include all returning teachers and only those new teachers who have been approved on a Board agenda and have signed final papers prior to the Payroll processing deadline. Teachers who are on dock pay status as defined in Section 4.4.A shall have their last paycheck withheld at the end of the instructional year until their finances are settled with the District. See Page 64 for additional information relating to Pay for Performance Plan.

Teacher Performance Pay (Component 1 of the District Pay for Performance Award Plan) will be paid in one payment in July for the previous year. See Page 64 for additional information relating to Pay for Performance Plan.

3.4 Qualifications for Salary Adjustment. (Certified)

- A. Graduate Level Courses. Qualifications for advancement on the salary schedule are for graduate level course work in the general field of education, subject matter currently being taught in the District, or subject matter that benefits the District. Classes not designated as "education" classes in a college or university catalog must receive approval from the Assistant Superintendent for Educational Services before advancement will be granted. Any courses denied shall be petitioned through the District Professional Development and Growth Committee. (See 3.5 C.3).
- B. Undergraduate Courses. Undergraduate courses will be accepted for horizontal advancement on the salary schedule if the District administration requests that the teacher enroll in such a course. A teacher may be requested to enroll in a undergraduate course after consultation and agreement is reached between the District administration, the teacher, and the school principal.
- C. Job-Related Professional Development. Job-related professional development, including clock hours offered by the District will be accepted for horizontal advancement on the salary schedule. Teachers using clock hour credits for salary adjustment may not accept additional compensation for attending, and the course must be offered outside the professional day.
- D. Courses Outside Criteria. Teacher initiated requests for graduate or undergraduate courses outside the criteria of 3.4 A or B, should be approved in advance and will be processed as follows:
 - 1. Preferably before taking the course in question, the teacher will submit a written request to the District Educational Services Office. The request must include the course title, number, and a brief description of the course being considered for approval. Teachers electing to take courses prior to approval take the risk that the courses may not be approved.
 - 2. All requests not initially approved by the District will be forwarded to and reviewed by the District Professional Development and Growth Committee unless otherwise requested by the teacher. Committee approval will be reached by majority vote. The decision of this committee shall be final and respected by all parties.
 - 3. The District Professional Development and Growth Committee will consist of the

following members:

- a. One (1) District Office person from Educational Services.
 - b. One (1) CEA Executive Board member.
 - c. Two (2) current Meet and Confer team members; one (1) from the Board's Team and one (1) from the CEA Team.
 - d. The above committee members will mutually agree on one (1) District teacher to serve in this position.
- E. Transcript. A transcript or grade card must be submitted to the Assistant Superintendent for Human Resources as verification of successful completion of college courses before adjustments on the salary schedule are made. Official transcripts must be provided when the teacher is employed. Official transcripts are required to document completion of masters and doctoral degrees.
- F. Qualified Professional Development. Salary adjustments for qualified professional development will be added to teacher base salary in an amount of \$1,700 for every horizontal movement and \$800 for every vertical movement on the Certified Step Salary schedule; with the exception of BA30 to MA which is an increase of \$2,300 to the base salary
- G. Notification and Verification. Intent to Qualify for Salary Adjustment Form and verification for full year adjustment must be submitted to the Executive Director of Human Resources no later than **October 5**. Intent to Qualify for Salary Adjustment Form and verification for mid-year adjustment must be submitted to the Executive Director of Human Resources no later than **February 1**. Mid-year salary adjustment will be half of the salary adjustment amount for qualified professional development. No more than one salary adjustment may be made in a contract year.
- H. Prerequisites for Certification. Courses taken as prerequisites to original Arizona certificates shall not be approved for credit on the salary schedule
- I. Grade Requirement. Teachers must receive a B grade or better for advancement on the salary schedule, or if "Pass or Fail", credit shall be given for a "Pass" designation.
- J. No Limits On Hours Earned. There is no restriction on the total number of hours that may be earned in any number of years, when approved under the provisions of this Agreement.
- K. "Grand-Father Clause". Beginning with the 1993/94 school year, teachers who earn an advanced degree shall not lose any previously earned hours of college and/or District credit which were not applied toward that advanced degree.

3.5 Extra Pay for Extra Duty. (Certified)

- A. Number of Positions. The District may employ teachers to conduct Extra Pay for Extra Duty assignments. Each 6-8 Middle School is entitled to forty-one (41) Extra Pay for Extra Duty positions. Each 7-8 Middle School is entitled to thirty-three (33) Extra Pay for Extra Duty positions. Each Pre-K-8/K-8 Elementary School is entitled to thirty (30) Extra Pay for Extra Duty positions. Each Pre-K-6/K – 6 Elementary School is entitled to seventeen (17) Extra Pay for Extra Duty positions.

One of these positions in each grade, preK-6/K – 6, must be used for a Grade Level Chair. One of the positions must be used solely for a Chorus instructor who regularly meets with a choral ensemble during non-instructional time and one of the positions per School (Middle School and Elementary School) must be used for a Second Language Acquisition Compliance Chair.

Each school year prior to staffing for the following year, the Principal will survey all Faculty regarding their interest in Extra Pay for Extra Duty Assignments. Job vacancies will be posted as positions become open at each school. The job vacancy notice shall include the job title, job description, and any other duties outlined by the building administrator. A District job application form will be utilized.

B. Selection by Principal. The school principal is responsible for selecting the individuals assigned to Extra Pay for Extra Duty Assignments. Upon mutual agreement between the school principal and the individuals assigned to the positions of Student Council Sponsor, Yearbook, or Publications Sponsor at the Middle Schools, an additional "preparation period" may be assigned in lieu of extra pay.

C. Positions. Extra Pay for Extra Duty assignments may include, but are not necessarily limited to the following:

- Student Council Sponsor
- Yearbook Sponsor
- Publications Sponsor
- Computer Representative
- Mediation Coordinator
- Odyssey of the Mind Coach
- Chorus Instructor
- Elementary School: Grade Level Chair
- Middle School: Team Leader
- Department Chair

The Middle Schools also have:

- BOYS AND GIRLS COACHING**
- | | |
|---------------|---------------|
| Volleyball | Baseball |
| Basketball | Cross Country |
| Softball | Pom & Cheer |
| Wrestling | Track |
| Flag Football | |

Any positions not listed must be submitted for a collaborative approval to the Assistant Superintendent of Educational Services and the Executive Director of Human Resources or their designees.

The Superintendent is able to allocate additional Extra Duty Contracts at any time based on student needs. If state funding decreases for a given fiscal year, the Superintendent would be able to reduce the number of extra duty contracts as needed. When reductions are proposed, the Board and CEA team will meet in order to collaboratively determine those changes with a rationale for the changes.

D. Rates of Pay. The rate of pay for each position shall be as follows: c

See Appendix – Extra Pay for Extra Duty Pay Schedule

E. Mentor Teachers.

Mentors will work an additional two (2) weeks prior and two (2) weeks after the school year.

F. Teachers as Substitutes.

1. Pay Rate. The District should establish a rate of \$25 per scheduled class period/hour for all certified staff who cover substitute duty when a regular substitute is not available.
2. Assignment by School Principal. The school principal/designee shall establish an equitable system for which teachers will cover the class without a substitute. This system should be shared with the school staff at the beginning of each school year.
3. Submission of Documentation. The teacher, who is asked to cover the class or designee of the principal, is responsible for asking for, filling out, signing and turning in a timecard in order to receive substitute pay. A signed timesheet is legally required before the monies can be paid to the teacher. In the case of “division of substitute responsibilities” (see below), this money cannot be withheld if another employee does not turn in their timecard.
4. Double Duty. A teacher is eligible for substitute pay if he/she is responsible for his/her own students as well as the absent teacher's students at the same time, thereby doing "double duty".
5. Pull Out Programs. If a "pullout program" teacher's regular classes are canceled (ex: Resource or Special Reading) so the teacher can cover another class, the teacher shall not receive the extra pay, because the teacher is not doing "double duty" (such as a physical education teacher would if he/she took his/her full class and the full class of another absent physical education teacher at the same time).
6. Division of Substitute Responsibilities. If two or more teachers each take students from a class that has no substitute, they will divide the sub pay equally between them.
7. Loss of Prep Period. A teacher whose prep period is canceled due to a lack of substitutes is eligible to receive partial substitute pay for that time.
8. Teacher Vacancy. In the event of a teacher vacancy that is not filled and in which the students are divided and placed into other classrooms and become the responsibility of those teachers, those teachers will be paid based upon a rate of \$200 a day (for each day those students remain in the newly placed classes, providing the addition of these students remain in the newly placed classes,

providing the addition of these students puts the receiving teacher's class load over the grade-level staffing standard).

G. Jury Duty. See, Board Policy GCCD, (applicable to both ESP and Certified)

H. Additional Compensation. See Appendix – Extra Pay for Extra Duty Pay Schedule

I. Middle School Counselors.

Middle School Counselors will work an additional ten (10) days per school year at their per diem rate of pay.

J. Middle School Librarians.

Middle School Librarians will work an additional five (5) days per school year at their per diem rate of pay.

K. Art, Music and P.E. and Speech/Language Coordinators.

See Appendix – Extra Pay for Extra Duty Pay Schedule

3.6 Classroom Improvement Fund. (Certified Only)

Included in the teacher base contract amount is \$120, originally intended for the purchase of classroom supplies.

3.7 Reimbursement for Moving. (Certified Only)

In situations of District determined emergency, District planned relocation and/or District remodeling where a teacher is required to move, the District will develop a plan. The plan will include options for packing during contract hours, as well as relocation and set up of furniture and materials. If the plan requires work outside contract hours, the teachers will receive compensation for a maximum of sixteen (16) hours, if worked, at the rate of pay for training (3.5H).

3.8 One Time Retention and Incentive Stipend for the 21-22 School Year

The District Administration/Board Team is proposing that all employees that agree to return for the 21-22 school year receive a one-time retention stipend that will only be paid for returning for the 21-22 school year. The amounts will be: \$1,000 Full-Time and \$500 for Part-Time. If an employee shows or has shown proof of being fully vaccinated for Covid-19 by July 29, 2021, the employee would receive an additional incentive stipend. The amounts will be: \$500 Full-Time and \$250 for Part-Time. Staff with notes/documentation from a medical professional will be awarded the incentive stipend if there is an approved medical exemption that went through the process of accommodation request, review, and approval. The retention and incentive stipends will be paid at one time in November 2021.

4.0 BENEFITS (Eligible Employees)

4.1 Insurance. This Section does not apply to retired teachers returning to work under the provisions of A.R.S. 38-711.

Insurance coverage is obtained by the District through the required competitive bid process and therefore subject to change from year to year. For eligible employees, the

District will pay the employee portion of ASBAIT Classic Gold premium or Value Gold premium. For eligible employees currently on the ASBAIT Co-Pay Gold Plan, employee may remain on the plan by paying the difference between ASBAIT Co-Pay Gold and ASBAIT Classic Gold premium. Employees currently not enrolled on the ASBAIT Co-Pay Gold Plan, regardless of date of hire, are not eligible to enroll on this Plan. Employees may purchase optional dependent coverage.

A. Medical Insurance.

1. Provision of Insurance. Teachers shall be provided insurance coverage in accordance with the plan as approved by the Board. Teachers shall be responsible for paying the insurance premium for dependent care coverage.
2. District Paid Premium for Employee. The District shall pay the insurance premium for the remainder of the fiscal year when the teacher has a verified, extended illness and has exhausted his/her paid sick leave.
3. Election of No Coverage. If the teacher can prove other medical insurance coverage and elects not to take the District's medical insurance, the teacher may apply for an insurance waiver in the amount of \$1,500. The teacher may apply this amount toward his/her gross wages or available pretax deductions.
4. Husband/Wife Employees. When both husband and wife are employed by the District and carry dependent care coverage, one spouse may apply the District contribution of his/her medical coverage to the dependent care coverage.
5. Former Cartwright Employee. Several years ago the District established a program allowing District retirees to enter into an agreement with the District to substitute each year in exchange for medical insurance coverage (no dental, no life). To qualify, a certified employee would have had to work for the District a minimum of 10 years and a classified employee minimum of 15 years. Administrator retirees are required to work a full 30 days, certified retirees are required to work a full 35 days, and a non-certified educational support professional would be required to work a full 40 days. **Please keep in mind that in order to qualify for medical insurance benefits in exchange for working as a substitute, you must be:**
 1. A benefitted employee and currently be enrolled in the District's insurance program -or-
 2. A retiree that participated in the program (2020-2021) and wants to continue this year (2021-2022). Eligibility to participate in this program is contingent upon continuing satisfactory job performance and terminates when the former employee becomes eligible for Medicare (age 65).
 3. Understanding that working on Fridays will be a priority along with the District Testing Teams and other program needs as determined by the Cartwright School District, and that you will be assigned to roles/functions that meet your previous role with the Cartwright School District.

B. Life Insurance.

The District shall provide life insurance in the amount of \$50,000, with a double indemnity clause for accidental death. Amounts decrease at age 70 to 50% and at age 75 to 30%.

C. Dental Insurance.

The District shall provide employees with a dental insurance plan. Employees are responsible for paying the insurance premium for optional dependent care coverage.

D. Income Protection.

If an optional income protection plan is offered, employees shall be responsible for paying the insurance premium for such coverage.

E. Job Sharing. (Certified)

The District shall pay the equivalent of one (1) full premium toward health insurance coverage for the two teachers who job share. Each teacher shall receive his/her pro rata share of his/her premium paid by the District. The remaining premium shall be deducted from his/her paychecks over the course of 19 pays in the same timeline as voluntary benefit deductions. If one of the two teachers does not want the medical insurance, he/she will have the option of receiving either his/her pro rata share of the current insurance waiver OR may donate his/her benefit portion to his/her partner. The same procedure shall apply to dividing and paying of the District dental and life coverage. All annual and sick leave benefits shall be divided equally by the two teachers who are job sharing.

4.2 Industrial Compensation.

See, Board Policy GBGD.

4.3 Leaves (Certified Only)

A. Sick Leave

1. Use of Sick Leave. A teacher may utilize sick leave in the following circumstances:

- a. The teacher's personal illness; or
- b. Illness in the teacher's immediate family - husband, wife, domestic partner, children, brothers, sisters, parents and other dependent relatives residing with the teacher (including those of the spouse).

The Administration may request verification of the illness from the teacher's treating health care provider for absences of three or more consecutive days. In the event of a chronic pattern of absenteeism, an administrator may request verification from the teacher's treating health care provider.

2. Amount of Sick Leave. Teachers shall be provided ten (10) days of sick leave per contract year, with unlimited accumulation if hired prior to July 1, 2006. If hired on or after July 1, 2006, sick leave may be accumulated up to a maximum of 120 (960 hours) days. For those hired after 2006, any sick days over 120 (960 hours) accumulated during that year will be "sold back" according to the provisions of 4.3.A.r at the conclusion of that year.

- a. Ten (10) days (80 hours) of sick leave shall be credited to all teachers

at the beginning of the school year. However, a teacher must be on duty at his/her assignment 51% of the work days in a contract year (92 days) in order to earn all ten (10) days (80 hours). Example: If a teacher works only 90 days, he/she will receive $(90 \div 182 = 49\% \times 10 \text{ days})$ 4.94 sick days (39.5 hours).

- b. If sick leave is exhausted, any accumulated annual leave may be converted to sick leave upon employee request.
 - c. When accumulated sick leave has been exhausted, the teacher shall be placed on "dock pay" status.
 - d. A teacher who has used all sick and annual leave due to serious illness or injury may request Sick Leave Donation under subsection 4.3(A) 3 or may request unpaid Medical Leave. See, Board Policy GCCC.
3. Sick Leave Donation. A teacher may be eligible to receive sick leave donations from other teachers if the teacher has depleted his/her sick leave and has been approved for extended unpaid leave due to a serious illness or injury of the teacher, their spouse or dependent children under the age of twenty-one (21). A serious illness or injury is one that requires the teacher to be absent from work for more than five (5) consecutive workdays and any subsequent days, within the same fiscal year, that relate to the ongoing effects and/or treatment of the initial serious illness or injury. The employee may request such assistance by making a formal request to the Executive Director of Human Resources or his/her designee. The employee shall be required to produce documentation from his/her Healthcare Provider that subsequent absences are related to the original serious illness or injury. Upon approval, the employee is eligible to receive donations from other employees.

Donated sick leave may be used for a pregnant woman whose illness is a result of pregnancy or childbirth, or related to an illness or condition of the unborn fetus.

Sick Leave Donation Received During the Current Pay Period.

If donated sick leave hours and all the necessary approvals are received by the Payroll Office on Thursday before a pay date, the donated hours (subject to the maximum docked hours) will be paid to the employee during the current pay period, along with any wages earned.

Sick Leave Donation Received for Prior or Closed Pay Periods.

Donated sick leave hours for prior pay periods will be paid to an employee as a supplemental pay up to a maximum of the prior-period docked hours. For example, if an employee was sick and docked 80 hours in January, and in March, received 90 hours of donated sick leave, said employee will receive a supplemental check for 80 hours at the next regularly scheduled pay date. The remaining 10 hours will be available for future use, in the employee's sick leave bank.

A teacher may donate up to 10% of his/her accumulated sick leave. A teacher may donate no more than five (5) days (40 hours) in any given contract year.

Donations to a teacher's immediate supervisor are not permitted. No teacher will be eligible for Sick Leave Donation after qualifying for long-term disability coverage.

4. Banking Sick Leave. A teacher who has accumulated more than 960 hours of sick leave may "bank" any hours above this amount or request to "sell back" any hours above this amount at the current substitute teacher base pay.
 - a. Request for "sell back" of sick leave hours above 960 must be submitted to the Executive Director of Human Resources no later than March 1 of the year prior to the funds being paid. Approval of this request would be contingent upon funds being available.
 - b. The amount for "sell back" of sick leave hours will be added to the teacher's salary for the following year. The teacher shall have the option of receiving a lump sum payment or prorating the amount to be paid over the applicable number of pay periods.
 - c. A teacher who has elected to "sell back" sick leave is no longer eligible for Sick Leave Donation as provided in Section 4.3.

Note: If a teacher began employment prior to January 1, 1984, he/she may wish to consider the consequences of "sell back" to his/her retirement benefits.

5. Perfect Attendance. Teachers with perfect attendance shall receive \$100.00 the following school year. Perfect attendance is defined as no use of sick leave and no use of annual leave except as provided in Section 4.3.C.1. A full-time teacher must be employed before September 1 of the contract year to be eligible for the perfect attendance incentive.

B. Family and Medical Leave. (Applies to both ESP and Certified)

See, Board Policy GCCC.

C. Annual Leave.

1. Annual Leave of up to two consecutive days may be used without prior approval of the building principal or supervisor. Use of these annual leave days shall not count on the Teacher Evaluation Instrument.
2. Annual Leave of three or more consecutive days shall be approved beforehand with the building principal and shall not interfere with the educational program of the school or District. Annual leave days that are approved beforehand in writing shall not count on the Teacher Evaluation Instrument.
3. If sick leave is exhausted, any accumulated annual leave may be converted to sick leave upon employee's request.

See, Board Policy GCCB.

D. Bereavement Leave. (Applies to both ESP and Certified)

See, Board Policy GCCH.

F. Professional Leave Days.

Each school shall be given one (1) professional leave day for every four (4) teachers on staff. Any fraction thereof shall be rounded up.

Professional development leave days shall be approved in writing beforehand with the school principal and the Assistant Superintendent of Educational Services. Forms are available for this purpose from the building administrator.

F. Crisis Leave

Teachers may apply for up to three (3) days of crisis leave upon recommendation of the District or

Building Crisis Team and a Building Administrator. The Superintendent/designee shall grant or deny the leave. If the leave is granted, it shall be reported as District Assignment Days.

4.4 Leaves Of Absence Without Pay.

A. Dock Pay

1. Daily dock pay will be calculated as follows:

$$\frac{\text{Annual Salary}}{\text{Total number of compensable days}}$$

2. Hourly dock pay will be calculated as follows:

$$\frac{\text{Annual Salary}}{\text{Total number of compensable days} \times 8 \text{ hours}}$$

3. The above calculation formulas shall be applied equally in all areas where dock pay is in force and effect.
4. Teacher who is absent for an extended time due to doctor's orders, hospital stay, or a death in the immediate family and who has depleted his/her annual leave, sick leave, and Sick Leave Donation leave may petition the Superintendent to limit his/her dock pay to the amount paid by the District to the substitute(s) hired to cover the teacher's assignment. This provision shall not apply if the teacher is on an approved leave of absence for non-medical reasons or if the District must hire a certified teacher who receives full benefits from the District to replace the teacher who is out for an extended period.

B. Short Term and Long Term Leaves Of Absence

See, Board Policy GCCC.

This Section does not apply to retired teachers returning to work under the provisions of A.R.S.38-711.

1. To be eligible for a leave of absence, the employee must have completed four (4) consecutive years within the District.
2. All continuance rights, retirement, salary increases and other benefits provided by law shall be preserved and available to the employee after the termination of the leave of absence.

3. Employees receive a cost of living salary increase but do not receive an additional pay raise for the year on leave. However, if additional education for qualified professional development as defined in 3.4. is obtained, the appropriate salary schedule amount would apply upon return.
4. An eligible employee desiring a leave of absence shall submit his/her request in writing to the Superintendent by February 1 preceding the end of the school year prior to beginning of leave. Such request shall be submitted by the Superintendent to the Governing Board with his/her recommendation for action.
5. For all employees, leave shall terminate at the beginning of a school year. A letter of availability shall reach the Superintendent no later than the preceding February 1. Failure to comply with this provision shall be interpreted as a resignation of employment.
6. If any employee on leave accepts employment elsewhere or enters into a contract for another position without Governing Board approval, his/her leave will be automatically terminated and his/her employment terminated.
7. The employer shall not be required to assign a returning employee to the same school building, grade, level or subject area, position or assignment held prior to the leave. The employer will attempt to assign the employee to the same position if available and circumstances permit.

C. Resignation and Subsequent Rehiring
See, Board Policy GCQC.

1. If a teacher chooses to resign at the end of the school year from the District for personal, family or professional reasons and, later, reapplies and is rehired by the District within five (5) years; the teacher's salary will be determined by taking his/her last contract base salary and adjusting it by the cost of living salary increase and pay raise for the first year of his/her leave, in addition to adding the cost of living salary increase for each of the remaining applicable years (not to exceed four (4) additional years).
2. If a teacher is rehired within five (5) years, any additional education for qualified professional development as defined in Article 3.4 (Qualifications for Salary Adjustment) will be added to the teacher's base salary at the current salary schedule amount.
3. If a teacher resigns prior to the end of the contract year and is rehired within five (5) years, the teacher's salary will be determined by taking his/her last contract base salary and adjusting it by the cost of living salary increase for each of the applicable years.

4.5 Longevity Program. (Certified)

1. Certified Longevity

- a. Payment would be made for one year only. This does not repeat in future years, is not part of the individual's base pay, and there is no requirement to terminate service with the District. Eligible teachers will receive a payment of 29% of their base salary.
- b. To qualify for the longevity payment, a certified staff member must have 25 years or more with the Cartwright School District and must not have taken part in the District's previous retirement program.
- c. Upon qualification into the District Longevity Program, the employee may choose to receive the payment in one of three payment options:
 - i. Evenly spaced payments added to their regular bi-weekly paychecks.
 - ii. A one-time separate payment in the final month.
 - iii. Two equal separate payments, one in December, the second in the final month.

4.6 Termination Benefits.

A teacher whose employment is terminated by dismissal, non-renewal, resignation, retirement or death shall be compensated for his/her accumulated sick leave and annual leave at the current substitute teacher's base pay for each day of accumulated sick and/or annual leave. Termination benefits will be computed based upon the accumulated sick and/or annual leave accumulated as of the last day worked.

4.7 ESI's RetireRehire Phased Retirement Program

Any staff member that retires and is approved to remain placed in the Cartwright School District through the ESI phased retirement program will receive a contract through ESI for the remainder of that school year whether it is a full year or partial year contract with ESI. Re-employment or placement for the next school year will go through the application process.

5.0 SCHEDULING

See, Board Policy GCL.

5.1 Length of School Day.

The standard teacher work day shall be seven (7) hours, forty (40) minutes, including lunch. Starting and ending times shall be established by the school principal at the beginning of the school year. The length of the school day (above) would not apply in the case of a school on half day session.

5.2 Lunch.

Teachers shall receive a minimum four days of forty (40) minutes uninterrupted duty-free lunch, and one day of thirty (30) minutes uninterrupted duty-free lunch, unless the school principal declares an emergency. The school principal shall be responsible for lunch scheduling. This is not to be interpreted as relieving teachers of the responsibility to supervise (aid and assist) monitors if asked to do so in an emergency situation.

5.3 Traveling Teachers.

- A. **Duty Time.** Traveling teachers shall be assigned no more total minutes of duty than any other teacher at their home school.
- B. **Mileage.** Traveling teachers shall be reimbursed for mileage traveled daily between assigned schools, as required by their assigned schedule. Teachers will need to keep a mileage log and shall be reimbursed at the current mileage rate allowed by the state.
- C. **Classroom Set-up.** In situations when a traveling teacher is required to set-up classrooms at two or more different sites, the principals involved will work with the teacher in developing a plan to provide access to the classrooms and time during the contract hours for classroom set-up. If time during the contract hours cannot be provided, the principals involved must sign off that time cannot be provided. If this time cannot be provided, the District will compensate the teacher for a maximum of sixteen (16) hours, outside of contract hours, if worked, at the rate of pay for training (3.5 H).
- D. **Home School.** For Evaluation purposes, a traveling teacher's home school will be designated as the school in which the teacher is assigned the most time. The home school principal/assistant principal will complete the annual evaluation for the traveling teacher, with input from the principal(s) from the other schools to which the teacher is assigned.

5.4 School Calendar.

- A. Beginning/End Dates. School shall start on **August 2, 2021** and end **May 19, 2022**.
- A. Orientation. Orientation week shall be from **Monday, July 26, 2021** through **Friday, July 30, 2021**, a five (5) day orientation week. Two days will be organized by the administration. Two days will be teacher workdays to be utilized by the individual teacher to prepare for the opening of school.
- B. Holidays:

September 6	Labor Day
November 11	Veterans' Day
November 24–26	Thanksgiving Recess
December 17–December 31	Winter Recess/New Year Holiday
January 17	Martin Luther King, Jr Day
February 21	Presidents' Day
March 7-11	Spring Recess
April 15 & 18	Mid-Quarter Break
May 30	Memorial Day
- C. **Length of School Day.** The length of the school day for students shall not be less than the legal requirements.
- D. **Extension of School Year.** If school is not in session for any reason, the school year shall be extended to meet statutory requirements.

E. Early Dismissal.

1. The last day of school shall be a half-day for students in grades K-6. (9:30 am release for Preschool AM; 11:15 am release for elementary schools; 12:00 pm for K-8 and all middle schools. AFS release will be 12:30 pm.) Teachers will use the remainder of the day for student record preparation.

5.5 Classroom Preparation Time (Certified).

All teachers will be provided with regularly scheduled time during the week for planning, preparing lessons, collaboration and other professional pursuits. This time will normally be scheduled during the regular student day. During their planning time teachers shall have no other assignment except in an emergency situation.

Emergency situations are defined as situations that pose an immediate risk to health, life, property, or environment.

1. Monday-Thursday Classroom teachers will receive the following prep time allocations:
 - a. **Preschool Teachers will have a minimum of the following preparation minutes:**
 - i. 180 minutes uninterrupted preparation time per week.
 - b. **(K-6) Elementary Teachers will have a minimum of the following preparation minutes:**
 - i. During the School Day:
 1. 160 minutes of preparation time per week during the school day.
 - a. 3 days of 40 uninterrupted minutes a week.
 - b. 1 day of Professional Learning Communities (40 minutes).
 - ii. Before or After The School Day:
 1. Professional Learning Communities Duty:
 - iii. One optional staff meeting per week for business/professional development per week. Maximum length of 30 minutes preferably.
 - iv. Uninterrupted Preparation Time:
 1. 105 minutes of uninterrupted individual preparation time.
 - c. **(7-8) (6th grade in a middle school context) Middle School Teachers will have a minimum of the following preparation minutes:**
 - i. During the School Day:
 1. 180 Minutes of preparation time per week during the school day.
 - a. 3 days of 45 uninterrupted minutes per week.
 - b. 1 day of PLC (45 minutes).
 - ii. Before or After The School Day:
 - iii. Staff Duty:
 1. 80 minutes maximum allocated for Duty per week. It is not required that all sites use all 80 minutes.
 - iv. One optional staff meeting per week for business/professional development per week. Maximum length of 30 minutes preferably.
 - v. Uninterrupted Preparation Time:

1. 105 minutes of uninterrupted individual preparation time.

d. Classroom Preparation Fridays:

- i. 6 Teacher Days (full day work time 6 hours and 40 min.) There will be six (6) classroom preparation Fridays that will be designated for report card preparation, grading, lesson planning, parent communication, and other professional pursuits as determined by the teacher.
- ii. 4 District Professional Development Days. There will be four (4) District Professional Development Fridays. District Professional Development Fridays will occur once per quarter. District leaderships will create professional development that supports the mission and vision of the district. The district will use district assessment data, and survey the staff on professional development needs.

Time Allocation:

120 Minutes allocated for Uninterrupted Preparation Time

60 Minutes for Lunch

280 Minutes allocated for District Professional Development

- iii. 18 Blended Site Based Days.

Professional Fridays Allocation of Time:

1. Professional Preparation Time:

- a. Teachers will receive 150 minutes of uninterrupted professional preparation time. These 150 minutes will usually be at the beginning of professional Friday, except in situations that require the time to occur later in order to accommodate for professional development. It is suggested that this time is used for report card preparation, grading, lesson planning, parent communication, and other professional pursuits, as determined by the professional.

2. Site Based Collaboration Time on Friday:

- a. Sites will receive 250 minutes of site based collaborations. Site administrators will consult with their professional learning communities for the best use of this time. It is suggested that needs are assessed by surveying staff. This time can be used for grade level planning, team level planning, department planning, site based whole staff professional development, community building activities, and other needs as determined by the site administrator.

- iv. 4 Blended Teacher Work Days. There will be four (4) blended teacher work days that will be designated for report card preparation, grading, lesson planning, parent communication, and other professional pursuits, as determined by the Teacher. These days will also have district professional development and site based time, as allocated below.

Time Allocation:

220 Minutes for Teacher Preparation Time

60 Minutes for Lunch

90 Minutes for District Professional Development

90 Minutes for Site Based Professional Development

- v. 3 Quarterly PLC Days. There will be 3 Quarterly PLC Days. Teams and

departments will follow the four PLC driving questions.

Time Allocation:

60 minutes of Staff Professional Development as determined by the site

60 Minutes for lunch

60 minutes of classroom preparation time.

- vi. Emergency situations based on a pandemic, etc. may alter the dedicated minutes for preparation time, lunch, and duty.
- vii. Professional Friday Lunch:
 1. All staff will be provided with a 1 hour uninterrupted lunch on professional Fridays.

5.6 A. Professional Development.

1. All teachers shall have input in the planning of their professional development at their site through the needs assessment process and the development of the School Improvement Plan (SIP).
2. Professional development shall be targeted at meeting teacher needs as per paragraph one.
3. Teachers shall be provided a differentiated approach to staff development.
4. Professional development shall be designed to follow the Professional Development Standards and Guidelines.
5. Professional Development shall be utilized for grade level or content areas to participate in data analysis to support student achievement with the assistance and guidance of school leadership teams.

B. Professional Development Calendar.

During the first week of school, teachers shall be provided with a calendar listing all professional development opportunities being offered by the District or their site for the first semester. The day teachers return from fall break, they shall be provided with a calendar listing all professional development opportunities being offered by the District or their site for the second semester.

5.7 Lesson Planning

Lesson plans shall require the Arizona State Standard(s), Learning Target, Success Criteria, and the element of Checking for Understanding. SEI lesson plans will require items mandated by the State of Arizona Department of Education, along with those indicated above. Additional elements and components may be included if an individual teacher demonstrates a need for additional support in mastering professional development initiative(s), is on a Professional Growth Plan, or Improvement Plan. This may also be required of a first year teacher by a site administrator.

6.0 REDUCTION IN STAFF, ASSIGNMENTS, AND TRANSFERS

6.1 Reduction In Staff. (Certified)

See, Board Policy GCQA and Administrative Regulation GCQA-R.

6.2 Assignments. (Certified)

See, Board Policy GCK.

6.3 Transfers. (Certified)

“Transfer” pertains to a teacher’s movement from one facility to another within the district, but does not apply to a change in assignment within a facility, classroom, grade level or subject area. Change in school assignments for individuals who are assigned to two or more schools shall not constitute a transfer. The District shall post known vacancies available no later than April 20 of the present school year for the following year. Vacancies at the beginning of a school year due to shift in student population shall be filled by administrative procedure.

A. Voluntary Transfer Provisions

1. A voluntary transfer is a transfer initiated by the teacher.
2. Human Resources will initiate the online Transfer Application Process yearly in late winter/early spring, complete with step-by-step directions and deadlines.
3. Teachers may apply to transfer to another facility for the following year through the Transfer Application Process.
4. Teachers must be appropriately certified for the position they are applying, inform their current school principal regarding their intent to transfer, and submit a copy of their current teaching certificate.
5. Teachers on Improvement Plan are not eligible to participate in the Transfer Application Process, unless it is determined by the district, the affected teacher, and the receiving principal to be beneficial for both parties.
6. Site administrator will have the opportunity to review the transfer requests, but are not required to conduct interviews with teacher seeking voluntary transfers.

B. Involuntary Transfer Provisions (After first contracted day of the school year).

1. An involuntary transfer is a transfer initiated by the Superintendent/designee.
2. The district will first ask eligible staff for volunteers to transfer.
3. If there are an insufficient number of volunteers to transfer, the district will transfer staff based on the RIF Rubric (GCQA-R). The RIF Rubric will be applied at the affected grade level. Teachers new to the district will be granted the employee average (based on the previous year) level of performance for the

evaluation component of the Rubric.

4. Teachers who are involuntarily transferred shall be notified in person of the reason for the transfer.
5. Teachers notified of transfer after the beginning of the contract period will be compensated five (5) non-instructional working days (during instructional hours) by the District to prepare for the new assignment. The activities may include time to pack up the room, unpack and set up in the new room, and observe.

C. Transfer Supply Compensation:

1. Section C "Transfer Supply Compensation" Applies to any teacher that is transferred to another facility, grade level, or subject area, after the beginning of the school year.
2. Teachers who are transferred after the start of the school year will be given \$250 for supply reimbursement.

7.0 GRIEVANCE PROCESS

See, Board Policy GBK and Administrative Regulation GBK-R.

8.0 REPRESENTATION

Any staff member (full or part-time) may request the presence of a representative in any disciplinary or non-disciplinary conference. This does not include interactions between administrators and staff members that are a part of the typical work day as professionals. So as to not interfere with student learning the conference should be scheduled at the end of the instructional day unless the administrator determines that student safety or legal reasons require the conference to be held as soon as possible. It is understood that if the staff member is absent on the date of the proposed conference, then the conference will take place when the staff member returns to work at the end of the instructional day or at a time mutually agreed upon by the administrator and staff member.

Non-Disciplinary and General Information Gathering:

A 24-hour notice is not mandated for non-disciplinary and general information gathering conferences, unless one is specifically requested. If requested, 24-hours will be allotted for representation to be found. A staff member is entitled to know the subject matter of a conference/meeting that has been scheduled with any district employee. A staff member has the right to have a representative present, however they may not impede the timeliness of the start of the conference if representation cannot be secured in an agreed upon time frame. If a staff member feels at any point a conference is leading to disciplinary action, it is their duty and right to call a recess and ask for a new conference where representation options are available.

Disciplinary:

Staff members will receive written notification in advance if the conference with an administrator will involve (result in) disciplinary action as defined by Governing Board Policy GCQF (Informal Notice and Hearing). Written notification of a disciplinary conference will be given to the staff member at least 24 hours before the conference unless a mutually agreed upon time is established. When presented to a staff member this notice should be titled, "24 Hour Notice of Right to Representation". The staff member has the right to have a representative present.

9.0 APPENDIX

See, Certified Salary Schedule 2021 - 2022.



Cartwright School District Certified Step Salary Schedule 2021-22

(Includes \$1,320 from CSF 11 (301) and \$3,150 CSF 13 (301) Adjusted Annually)

Years	BA	BA 30	MA	MA 30	MA 45
0	46,470	48,170	50,470	52,170	53,870
1	47,270	48,970	51,270	52,970	54,670
2	48,070	49,770	52,070	53,770	55,470
3	48,870	50,570	52,870	54,570	56,270
4	49,670	51,370	53,670	55,370	57,070
5	50,470	52,170	54,470	56,170	57,870
6	51,270	52,970	55,270	56,970	58,670
7	52,070	53,770	56,070	57,770	59,470
8	52,870	54,570	56,870	58,570	60,270
9	53,670	55,370	57,670	59,370	61,070
10	54,470	56,170	58,470	60,170	61,870
11	55,270	56,970	59,270	60,970	62,670
12	56,070	57,770	60,070	61,770	63,470
13	56,870	58,570	60,870	62,570	64,270
14	57,670	59,370	61,670	63,370	65,070
15		60,170	62,470	64,170	65,870
16		60,970	63,270	64,970	66,670
17		61,770	64,070	65,770	67,470
18		62,570	64,870	66,570	68,270
19		63,370	65,670	67,370	69,070
20		64,170	66,470	68,170	69,870
21		64,970	67,270	68,970	70,670
22		65,770	68,070	69,770	71,470
23			68,870	70,570	72,270
24			69,670	71,370	73,070

Applies to teachers, teachers on special assignment, certified librarians, counselors, social workers, and any others placed on the certified salary schedule

Certified staff with Doctorate degree receive MA 45 plus Doctorate stipend of \$7,500

Eligibility of Placement:

BA: Employee may be granted up to ten years experience

MA/Doctorate: Employee may be granted up to fifteen years experience

* Effective 2020-21, clock hours may not be used to advance from BA to MA columns

* Any person who knowingly presents false degree or credit information is subject to disciplinary action which may include termination

* Salary schedule to be reviewed biennially

* Salary schedule subject to periodic renegotiation due to legislative or voter initiated budget changes

* Does not include additional pay for performance, extra duty, or endorsements

The salary set forth in this Schedule has been calculated based on anticipated legislative appropriations and revenue control limit adjustments that are required to be enacted pursuant to A.R.S. § 15-901.01. If, after issuance of the Contract, the District's total revenues or budget capacity are less than that set forth in the Preliminary Budget, individual's salary may be reduced pro rata with all staff. If, after the issuance of the Contract, the District receives appropriations or revenue control limit adjustments in excess of the minimum required amounts set forth in A.R.S. § 15-901.01, the Governing Board reserves the right, in its discretion, to increase individual's salary. Employees who have retired with the Arizona State Retirement System (ASRS) and return to work for the District are responsible for the Alternative Contribution Rate (ACR) paid to ASRS, and the salary for ASRS retirees will reflect a reduction equivalent to the applicable rate to compensate the District for payment of the ACR pursuant to A.R.S. §38-766.02.

Certified Salary Adjustments 2021 - 2022

Salary adjustments for qualified Professional Development as defined in the Meet and Confer Agreement Section 3.4 Qualification for Salary Adjustments will be added to the Base Salary in an amount of \$1,700 for every horizontal movement and \$800 for every vertical movement on the Certified Step Salary schedule; with the exception of BA30 to MA which is an increase of \$2,300 to the base salary. Clock hours cannot be used to advance from the BA level to the MA level. Clock hours can only be used to advance in the following situations: BA to BA30, MA to MA30/MA45.

The Certified Step Salary Schedule serves as a placement schedule for new hires to establish their Base Salary. All employees on the Certified Step Salary Schedule will be placed at their experience level each year, unless it is determined that due to lack of funding this is impossible.

In addition to the Base Salary amount, teachers also receive \$1,320 from Classroom Site Fund 11 and \$3,150 from Classroom Site Fund 13 adjusted annually by the 301 Committee.

2020-21 fiscal year and thereafter, changes to the Base Salary will be made for all certified employees on a step-by-step increase outlined in the Salary Schedule. Through the Meet and Confer process, the Certified Step Salary Schedule will be negotiated biennially or when additional funding for education is allocated by the state.

Classroom Site Fund that is included in the schedule is \$1,320 from fund 11 and \$3,150 from fund 13 for 2021-22.

The salary set forth in this Certified Step Salary Schedule has been calculated based on anticipated legislative appropriations and revenue control limit adjustments that are required to be enacted pursuant to A.R.S. § 15-901.01. If, after issuance of the Contract, the District's total revenues or budget capacity are less than that set forth in the Preliminary 2020-21 Budget, Teacher's salary may be reduced pro rata with all certificated staff. If, after the issuance of the Contract, the District receives appropriations or revenue control limit adjustments in excess of the minimum required amounts set forth in A.R.S. § 15-901.01, the Governing Board reserves the right, in its discretion, to increase Teacher's salary.

FY 2021 - 2022

Professional Development Compensation Matrix 2021-2022

Professional Growth/Training	Recertification hours	Pay for Performance	Salary adjustment
Graduate & Undergraduate University Credits- Teacher paid and not taken during the contract day** Coursework must be Education/Content related ** Course work for SEI endorsement cannot be utilized **	Yes	Yes	Yes
District Training - during contracted time	Yes	No	No
District Training - paid for by District and/or employee paid to attend	Yes	No	No
Workshops/Conferences - District and/or employee paid to attend	Yes	No	No
Workshops/Conferences/Professional Developments, (in person or online) NOT paid for by District or paid to attend	Yes	Yes	Yes
Cartwright Professional Development classes Attended outside contract hours with no compensation received and not hosted by contracted vendor	Yes	Yes	Yes
New Teacher Induction (can be used only if employee was not paid to attend and opted for clock hours)	Yes	No/ Yes, if teacher chose to receive clock hours vs. being paid	No

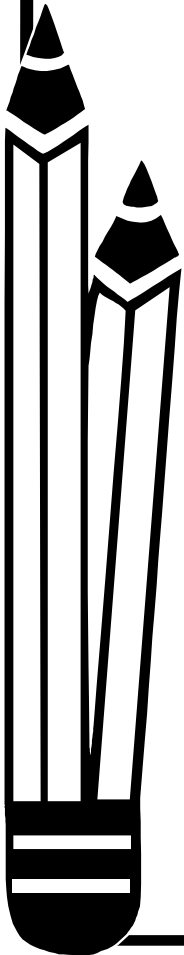
**** Classes/Workshops/Conferences must be related to the field of education and/or your teaching assignment.**

Procedure for prior approval for acceptance of hours is outlined in the Teacher Handbook.

Evidence of hours must include name of training, date, and clock hours earned.

FY 2021 - 2022

**Educational
Support
Professionals
(ESP)
Information**



ESP Working Conditions and Fringe Benefits					
	Benefit	12 Month	10 Month	Nurses	9 Month (30-40 Hours Weekly in a Single Position)
Work Year	Reference Policy GDD	261 Days	220 Days	213 Days	180 Days
Paid Holidays	Reference Policy GDD	July 4th, Labor Day, Fall Break 1 Day, Veteran's Day, Thanksgiving 3 Days, Winter Break, Martin Luther King, Jr. Day, President's Day, Spring Break 5 Days, Memorial Day	As per school calendar	As per school calendar, Spring Intersession 4 paid non-work days	Labor Day, Veteran's Day, Thanksgiving 3 Days, December 25th, January 1st, Martin Luther King, Jr. Day, President's Day, Spring Break 1 Day, Memorial Day
Work Hours	Reference Policy GDL	8 Hours per Day	8 Hours per Day	8 Hours per Day	As Assigned
The normal work week for all Educational Support Professionals shall be no more than forty (40) hours per week. No employee shall work overtime without authorization from the supervisor in charge.					
Paid Vacation	Reference Policy GDD	1 - 5 years = 80 hours per year. End of 6th year up to 15th year = 8 additional hours per year to a maximum of 160 hours for 15 years of service. Begins accruing after two months of service.			
Sick Leave	Reference Policy GDD	96 Hours per Year	80 Hours per Year	80 Hours per Year	72 Hours per Year
Unlimited accumulation if hired prior to July 1, 2006. If hired on or after July 1, 2006, sick leave may be accumulated up to a maximum of 120 days.					

Personal Leave (Annual Leave)	Reference Policy GCCB	Two days per year will be granted to full-time employees, with accumulation to 10 days. Accumulated annual leave beyond ten (10) shall be converted to sick leave. Annual leave will not be granted, except with permission by your Supervisor, <u>during the following periods:</u> *Day immediately preceding or following a holiday or vacation *During the first week of school or then last week of school If annual leave is exhausted, 2 days of sick leave may be used as annual leave with special permission by the Superintendent.
<p>The District Administration/ Board Team proposed that all 9-month benefited and all 9-month non-benefited ESP employees be transitioned to the 10-month ESP work calendar for the 2021-2022 school year and was Governing Board approved on May 6, 2021. This did not change the benefited or non-benefited status, however, it added pay for Winter Break and Spring Break. It also extended the work agreement to a July 19- June 6 annual work agreement, allowing for increased support at school sites and within departments.</p> <p>The district is responsible for recording hours worked during holidays or paid breaks. It is the employee’s decision to determine when they would like to use their flexible hours. If an employee has not used their flexible hours accrued, they will be compensated for their unused time at their hourly rate at the end of the school year (on the final pay period of the school year).</p> <p>Procedures include:</p> <ul style="list-style-type: none"> • Employees will be given a minimum of two (2) business day notice. • Employees cannot be reprimanded if they can’t comply with the request. 		

Educational Support Professionals Working Conditions and Fringe Benefits

Bereavement Leave – Refer to Policy GCCH

3 days of paid leave per occurrence shall be granted in the event of a death in the employee’s or the employee’s spouse’s family. Up to 2 additional days of paid leave may be authorized by the Superintendent in extenuating circumstances.

Buy Back of Unused Sick & Annual Leave – Refer to Policy GDQ

Upon resignation, termination, retirement or death, personnel with accumulated sick leave days and annual leave days shall receive compensation for each day as follows:

Years of Service	Sick Leave Payment
0 - 9	\$75.00
10 – 14	\$85.00
15+	\$100.00

Termination benefits will be computer based on the last complete year on employment.

Cross Training Due to Resignation or Retirement

If an ESP resigns, retires, or transfers to a new position, the District will provide 2 weeks of cross-training for the new ESP alongside the ESP that is leaving the position based on the dates of resignation, retirement, or transfer and the ability to have a new hire in place by the due date.

Fringe Benefits – Refer to Policy GDBD

Staff members who work at least thirty (30) hours per week in one position will be eligible for fringe benefits as determined by the Governing Board annually.

Jury/Court Duty – Refer to Policy GCCD

District will pay the difference between jury/witness pay and the employee's salary.

Leave of Absence – Refer to Policy GCCC

Leave of absence, not to exceed one (1) year, may be granted by the Governing Board. See Negotiated Agreement in Employee Handbook.

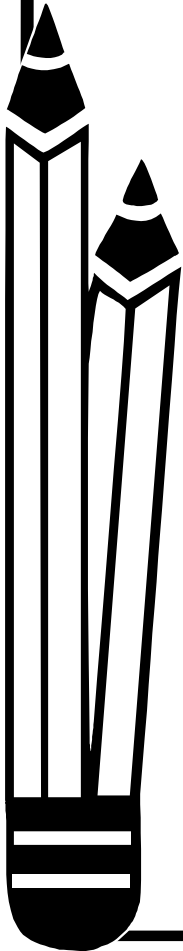
Perfect Attendance

Full-time classified staff with perfect attendance shall receive \$100.00 the following school year. Perfect attendance is defined as no use of sick leave. Annual leave and vacation are except if pre-approved by supervisor. Full-time classified staff must be employed by August 1st of the fiscal year to be eligible for the perfect attendance incentive.

Tax Sheltered Annuity (TSA)

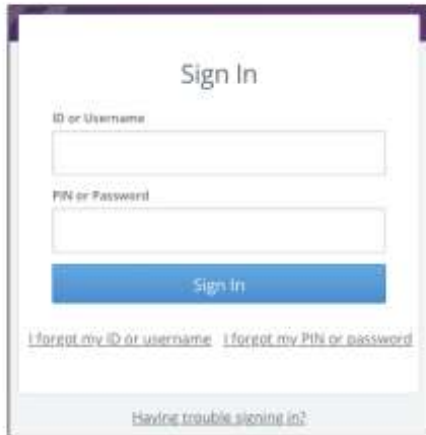
Employee may contract for and have monies, deducted for TSA. See Payroll for information.

Absence Management Instructions





Absence Management



SIGNING IN

Type aesoponline.com in your web browser's address bar or go to app.frontlineeducation.com if you have a Frontline Account.

The Sign In page will appear. Enter your ID/username and PIN/password and click **Sign In**.

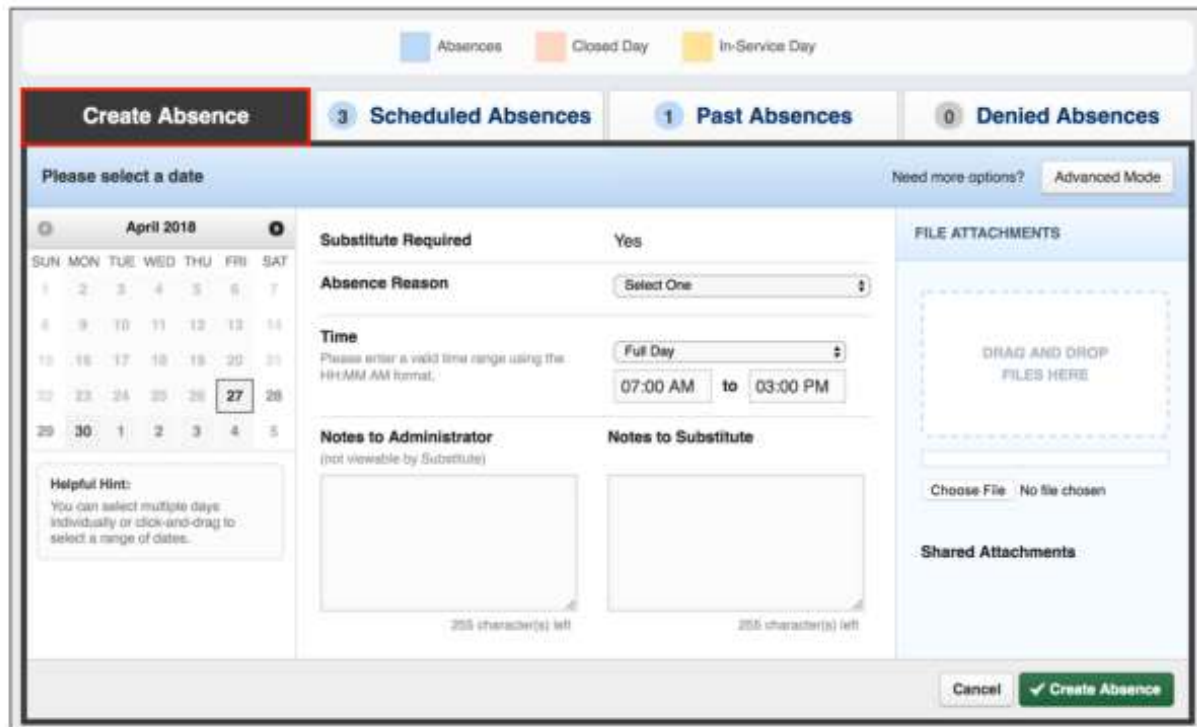
RECOVERING CREDENTIALS

If you cannot recall your credentials, use the recovery options or click the **"Having trouble signing in?"** link for more details.

CREATING AN ABSENCE

You can enter a new absence from your Absence Management home page under the **Create Absence** tab.

Enter the absence details including the date of the absence, the absence reason, notes to the administrator or substitute, etc. and attach any files, if needed. You can then click **Create Absence**.



MANAGING YOUR PIN AND PERSONAL INFORMATION

Using the “Account” option, you can manage your personal information, change your PIN number, upload shared attachments (lesson plans, classroom rules, etc.), manage your preferred substitutes, and more.

Personal Info	Personal Info
Change Phone Pin	General Information Name: Amy Pond Phone: 6105553747 Email Address: Apond@education.com Title: Room Number: Main Office Language: English Your language preference can be changed in your Account Settings . Address
Shared Attachments	
Preferred Substitutes	
Excluded Substitutes	
Absence Reason Balances	



GETTING HELP AND TRAINING

If you have questions, want to learn more about a certain feature, or need more information about a specific topic, click **Help Resources** and select **Frontline Support**. This opens a knowledge base of help and training materials.

ACCESSING ABSENCE MANAGEMENT ON THE PHONE

In addition to web-based, system accessibility, you can also create absences, manage personal information, check absence reason balances, and more, all over the phone.

To call the Absence Management system, dial **1-800-942-3767**. You'll be prompted to enter your ID number (followed by the # sign) and then your PIN number (followed by the # sign).

Over the phone you can:

- Create an absence (within the next 30 days) – **Press 1**
- Review upcoming absences – **Press 3**
- Review a specific absence – **Press 4**
- Review or change your personal information – **Press 5**

If you create an absence over the phone, please note the confirmation number that the system assigns the new absence, for future reference.



Inicio de session en la web

Para iniciar sesión en Aesop, escriba **www.aesoponline.com** en la barra de direcciones de su navegador web (si se trata de un dispositivo móvil, escriba **m.aesoponline.com**).



Ingrese su número de ID y PIN, y luego haga clic en **Login (Inicio de sesión)**.

¿No recuerda su información de inicio de sesión?

Si tiene problemas para iniciar sesión, haga clic en el enlace **Forgot your login?** (¿Se olvidó sus datos de inicio de sesión?) junto al botón "Login" para obtener más información.

Cómo crear una ausencia

Usted puede crear una nueva ausencia desde su página de inicio de Aesop bajo la pestaña **Crear ausencia**.



Complete los detalles de la ausencia incluso la fecha de la ausencia, el motivo de la ausencia, las notas para el administrador o sustituto y más. También puede adjuntar archivos a la ausencia desde aquí.



Una vez que haya completado el ingreso de los detalles de la ausencia, haga clic en el botón **Crear ausencia**.

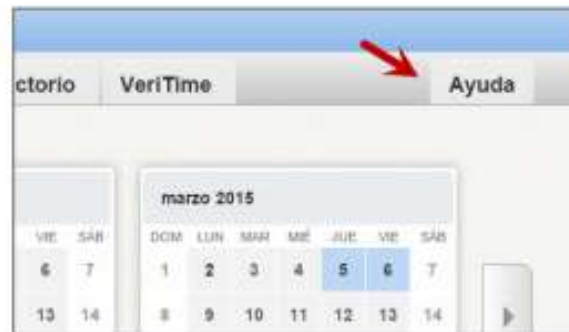


Gestión de su PIN e información personal

Bajo la pestaña Cuenta, usted puede administrar su información personal, cambiar su número de PIN, cargar anexos compartidos (planes de lecciones, reglas del aula, etc.), ver los balances de los motivos para las ausencias, gestionar sus sustitutos preferidos y más en la pestaña Cuenta.

Cómo obtener ayuda y capacitación

Si tiene preguntas, desea saber más sobre cierta característica o necesita más información sobre un tópic específico, haga clic en la pestaña **Ayuda** para ir al Aesop Learning Center donde puede buscar en la base de conocimientos de Aesop ayuda y material de capacitación.



Uso telefónico de Aesop

Aesop no solamente está disponible en la web, sino que, además, también puede crear ausencias, gestionar información personal, verificar balances de motivos de ausencia y más, todo ello telefónicamente.

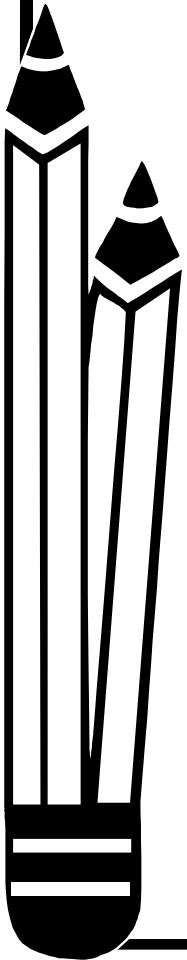
Para llamar a Aesop, marque **1-800-942-3767**. Se le pedirá que ingrese su número de ID (seguido por el signo #) y luego su número de PIN (seguido por el signo #).

Telefónicamente usted puede:

- Crear una ausencia (dentro de los próximos 30 días) – **Apriete 1**
- Verificar sus balances de motivos de ausencia (admisibilidad) – **Apriete 2**
- Revisar ausencias venideras – **Apriete 3**
- Revisar una ausencia específica – **Apriete 4**
- Revisar o cambiar su información personal – **Apriete 5**

Si usted crea una ausencia telefónicamente, asegúrese de tomar nota del número de confirmación que Aesop asigna a la nueva ausencia como referencia.

ESP Salary Schedules



Cartwright School District ESP Job Titles

Series Title	New Class Title	Series Level	Placement	Series Title	New Class Title	Series Level	Placement
Administrative	Administrative Series			Maintenance	Buildings		
	Administrative Assistant	1/4	A12		Custodian	1/3	A13
	Administrative Technician	2/4	A12		Facility Maintenance Technician	2/3	B21
	Administrative Specialist	3/4	B21		Lead Facility Maintenance Technician	3/3	B22
	Administrative Coordinator	4/4	B23	Maintenance	Security		
	Administrative Coordinator School Site	1/1	B23		Security Service Assistant	1/1	A12
Administrative	Misc. Jobs			Maintenance	Trades		
	Training and Support Services Coordinator	1/1	B24		Maintenance Assistant	1/3	A12
	District Interpreter	1/1	B22		Maintenance Technician	2/3	A13
	Executive Coordinator	1/1	B24		Maintenance Specialist	3/3	B23
	Family Engagement Coordinator	Other	Other	Printing Services			
	Federal Programs Coordinator	Other	Other		Printing Services Technician	1/1	B21
Fiscal	Admin Support			School Support Staff			
	Fiscal Support Specialist	1/3	B21		Instructional Assistant	1/1	A12
	Fiscal Support Coordinator	2/3	B23		Instructional Assistant Child Care Lead	1/1	A13
	Fiscal Support Supervisor	3/3	B24		Intervention Assistant	1/1	A12
Fiscal	Misc. Jobs				Special Ed Assistant	1/1	A12
	Buyer	2/2	B22		Behavioral Technician	1/1	A13
	Benefits Coordinator	1/1	B23		Medical Assistant	1/1	B21
Food Services					Safe and Caring Team Member	1/1	B21
	Food Service Worker	1/1	FSW		Parent Liaison	1/1	B22
	Senior Food Service Worker	2/8	FS/SFS		Speech Language Pathology Assistant	1/1	B24
	Cook	3/8	FS/SFS	School Support Staff	Misc. Jobs		
	Kitchen Manager Trainee	4/8	Cook/Mgr		Crosswalk Guard	1/1	A12
	Receiving Kitchen Manager	5/8	RKM		Monitors	1/1	A12
	Base Kitchen Manager	6/8	RKM	Transportation			
	Central Kitchen Manager	7/8	Central Kitchen Mgr		Bus Driver Trainee	1/1	A12
	Food Service Lead Manager	8/8	B24		Bus Driver	1/2	B22
	Garden Educator Coordinator	1/1	B22		Bus Driver Trainer	2/2	B24
	Food Service Custodian	1/1	FSW		Fueler	1/1	B22
	Food Service/ Material Handler Driver	1/1	B21		Van Driver	1/1	A13

Cartwright School District ESP Job Titles

Information Technology					Dispatcher	1/1	B22
	Information Systems Technician 1	1/1	B21		Router	1/1	B24
	Information Systems Technician 2 (Equip Repair Tech)	1/1	B22		Maintenance Specialist	1/1	B24
	Information Systems Technician 3 (Comm. Spec.)	1/1	B23	Material Center			
	Student Information Systems Specialist	1/1	B23		Material Handler/ Driver	1/1	B21
	SQL Programmer	1/1	B24		Material Supervisor	1/1	Other
	Multimedia Communications Coordinator	1/1	B24				
						Revised 07/21/2021	

Cartwright School District

2021 – 2022

Education Support Professional (ESP) Salary Schedule

Step	A12	A13	B21	B22	B23	B24
0	13.20	14.90	16.53	18.26	19.96	22.13
1	13.53	15.25	16.87	18.59	20.31	22.48
2	13.81	15.55	17.21	18.96	20.71	22.93
3	14.06	15.87	17.54	19.34	21.11	23.38
4	14.31	16.15	17.88	19.71	21.53	23.85
5	14.57	16.46	18.21	20.08	21.93	24.33
6	14.84	16.76	18.52	20.45	22.33	24.81
7	15.13	17.06	18.91	20.83	22.77	25.32
8	15.42	17.39	19.26	21.24	23.23	25.82
9	15.70	17.73	19.60	21.66	23.66	26.33
10	15.96	18.05	20.01	22.06	24.12	26.86
11	16.31	18.39	20.38	22.48	24.57	27.39
12	16.60	18.72	20.75	22.91	25.05	27.95
13	16.91	19.09	21.16	23.33	25.54	28.51
14	17.19	19.46	21.56	23.80	26.00	29.07
15	17.54	19.79	21.98	24.28	26.52	29.65
16	17.88	20.19	22.35	24.72	27.02	30.25
17	18.19	20.58	22.84	25.19	27.54	30.86
18	18.53	20.96	23.27	25.67	28.11	31.47
19	18.92	21.37	23.71	26.15	28.61	32.10
20	19.23	21.79	24.17	26.68	29.20	32.75
21	19.60	22.18	24.60	27.17	29.74	33.40
22	19.97	22.60	25.10	27.71	30.33	34.06
23	20.36	23.03	25.58	28.23	30.89	34.76
24	20.73	23.45	26.04	28.76	31.50	35.45
25	21.11	23.93	26.58	29.34	32.09	36.16
26	21.53	24.40	27.11	29.93	32.74	36.88

Employees working solely in hourly substitute positions (Custodians, Monitors, Crosswalk Guards, and Food Service Workers) will be paid \$13.00 per hour. When placed on regular status, the employee will move to Range A12, Row 1. Employees working solely in hourly substitute positions other than those listed above shall be paid the range under which the job is assigned.

Employees currently working in non-substitute positions shall be paid their regular hourly rate if asked to substitute in another position.

- Additional \$0.50 per hour for one (1) verified Associate Degree
- Additional \$1.00 per hour for one (1) verified Bachelor Degree
- Maintenance Specialist (Plumber) receives additional \$2.00 per hour for certification in backflow prevention valve maintenance. (Limit to one position)
- Information Technology Technicians receive additional \$2.00 per hour

Eligibility of placement is dependent on experience due to market conditions. This will be reviewed annually.

Training: Employees regular rate of pay associated with the job to which the training pertains. Placement on the salary schedule for bus drivers without CDL will be at Row 1 Column A12 while in training. Upon certification, employee will move to a Row 1 Column B22.

Interpreters: Employees used as interpreters will be paid a minimum of \$13.00 per hour and/or maximum of current rate of pay.

An individual employee who adds or changes job assignments *within the same range* will maintain his/her current placement.

The salary set forth in this Schedule has been calculated based on anticipated legislative appropriations and revenue control limit adjustments that are required to be enacted pursuant to A.R.S. § 15-901.01. If, after issuance of the Letter of Intent, the District's total revenues or budget capacity are less than that set forth in the Preliminary Budget, individual's salary may be reduced pro rata with all staff. If, after the issuance of the Letter of Intent, the District receives appropriations or revenue control limit adjustments in excess of the minimum required amounts set forth in A.R.S. § 15-901.01, the Governing Board reserves the right, in its discretion, to increase individual's salary. Employee acknowledges that the District shall place Employee on the salary schedule so as to recoup the costs associated with paying the Alternative Contribution Rate pursuant to A.R.S. § 38-766.02

Cartwright School District 2021 - 2022

Nurse Schedule

STEP	LPN	RN	BSN	MSN
0	34,290	39,560	41,442	46,500
1	34,632	39,955	41,843	46,957
2	34,980	40,355	42,268	47,420
3	35,328	40,758	42,693	47,892
4	35,683	41,166	43,131	48,378
5	36,038	41,578	43,545	48,863
6	36,399	41,993	43,980	49,346
7	36,763	42,414	44,419	49,843
8	37,131	42,839	44,864	50,340
9	37,502	43,265	45,313	50,843
10	37,877	43,699	45,765	51,351
11	38,256	44,135	46,223	51,864
12	38,639	44,577	46,685	52,382
13	39,024	45,023	47,153	52,907
14	39,414	45,472	47,625	53,435
15	39,810	45,928	48,101	53,970
16	40,207	46,387	48,581	54,510
17	40,610	46,851	49,069	55,055
18	41,015	47,318	49,558	55,605
19	41,426	47,792	50,054	56,161
20	41,840	48,270	50,554	56,724

RNs supervising LPNs receive an additional \$1,500.00 per contract year.

The salary set forth in this Schedule has been calculated based on anticipated legislative appropriations and revenue control limit adjustments that are required to be enacted pursuant to A.R.S. § 15-901.01. If, after issuance of the Contract, the District's total revenues or budget capacity are less than that set forth in the Preliminary Budget, individual's salary may be reduced pro rata with all staff. If, after the issuance of the Contract, the District receives appropriations or revenue control limit adjustments in excess of the minimum required amounts set forth in A.R.S. § 15-901.01, the Governing Board reserves the right, in its discretion, to increase individual's salary. Employees now have retired with the Arizona State Retirement System (ASRS) and return to work for the District are responsible for the Alternative Contribution Rate (ACR) paid to ASRS, and the salary for ASRS retirees will reflect a reduction equivalent to the applicable rate to compensate the District for payment of the ACR pursuant to A.R.S. §38-766.02.

Cartwright School District

2021 – 2022

Food Service Kitchen Staff Salary Schedule

Placement Row	FS/SFS Worker	Cook/MGR Trainee	RKM	BKM	Central Kitchen
0	16.02	17.66	19.60	20.93	23.58
1	16.35	18.00	19.91	21.27	
2	16.61	18.29	20.21	21.61	
3	16.85	18.60	20.54	21.95	
4	17.11	18.87	20.85	22.31	
5	17.35	19.17	21.19	22.67	
6	17.60	19.45	21.54	23.04	
7	17.89	19.76	21.89	23.40	
8	18.17	20.06	22.25	23.81	
9	18.43	20.40	22.59	24.19	
10	18.69	20.69	22.96	24.58	
11	19.02				
Substitutes	13.00				

Employees working solely in hourly substitute positions (Custodians, Monitors, Crosswalk Guards, and Food Service Workers) will be paid \$12.00 per hour. When placed on regular status, the employee will move to FS/SFA Worker, Row 1. Employees working solely in hourly substitute positions other than those listed above shall be paid the range under which the job is assigned.

Employees currently working in non-substitute positions shall be paid their regular hourly rate if asked to substitute in another position.

1. Additional \$0.50 per hour for one (1) verified Associate Degree

2. Additional \$1.00 per hour for one (1) verified Bachelor Degree

Eligibility of placement is dependent on experience and market conditions. This will be reviewed annually.

An individual employee who adds or changes job assignments within the same range will maintain his/her current placement.

The salary set forth in this Schedule has been calculated based on anticipated legislative appropriations and revenue control limit adjustments that are required to be enacted pursuant to A.R.S. § 15-901.01. If, after issuance of the Letter of Intent, the District's total revenues or budget capacity are less than that set forth in the Preliminary Budget, individual's salary may be reduced pro rata with all staff. If, after the issuance of the Letter of Intent, the District receives appropriations or revenue control limit adjustments in excess of the minimum required amounts set forth in A.R.S. § 15-901.01, the Governing Board reserves the right, in its discretion, to increase individual's salary.

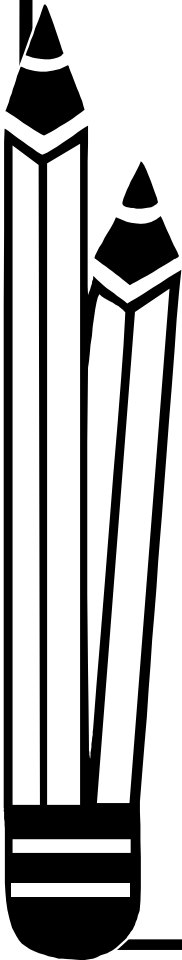
5/7/20

**EDUCATIONAL SUPPORT PROFESSIONALS AS SUBSTITUTES FOR AN
EXTENDED ABSENCE**

Employees that substitute for an extended employee absence will be paid at the following rate:

On the 4th consecutive day of work, the rate of pay will be placed on Row 1 of the absent employee's position. If the substitute's current rate of pay is higher, the substitute will remain at their current rate of pay. It is not retroactive back to the first day started.

Additional ESP Benefits



Work Hours

Breaks & Meal Periods

Federal law does not require lunch or coffee breaks. However, when employers don't offer short breaks (usually lasting about 5 to 20 minutes), federal law considers the breaks work-time that must be paid. Unauthorized extensions of authorized work breaks need not be counted as hours worked when the employer has expressly and unambiguously communicated to the employee that the authorized break may only last for a specific length of time, that any extension of the break is contrary to the employer's rules, and any extension of the break will be punished.

Bona fide meal periods (typically lasting at least 30 minutes), serve a different purpose than coffee or snack breaks and, thus, are not work time and are not compensable.

29 CFR 785.19 – Meal *

- Section Number: 785.19
- Section Name: Meal

(a) Bona fide meal periods. Bona fide meal periods are not work time.

Bona fide meal periods do not include coffee breaks or time for snacks. These are rest periods. The employee must be completely relieved from duty for the purposes of eating regular meals. Ordinarily 30 minutes or more is long enough for a bona fide period. A shorter period may be long enough under special conditions. The employee is not relieved if he is required to perform any duties, whether active or inactive, while eating. For example, an office employee who is required to eat at his desk or a factory worker who is required to be at his machine is working while eating. (Culkin v. Glenn L. Martin, Nebraska Co., 97 F. Supp. 661 (D. Neb. 1951), aff'd 197 F. 2d 981 (C.A. 8, 1951), cert. denied 344 U.S. 888 (1952); Thompson v. Stock & Sons, Inc., 93 F. Supp. 213 (E.D. Mich. 1950), aff'd 194 F. 2d 493 (C.A. 6, 1952); Biggs v. Joshua Hendy Corp., 183 F. 2d 515 (C.A. 9, 1950), 187 F. 2d 447 (C.A. 9, 1951); Walling v. Dunbar Transfer & Storage Co., 3 W. H. Cases 284; 7 Labor Cases para. 61.565 (W.D. Tenn. 1943); Lofton v. Seneca Coal and Coke Co., 2 W. H. Cases 669; 6 Labor Cases para. 61.271 (N.D. Okla. 1942); aff'd 136 F. 2d 359 (C.A. 10, 1943); cert. denied 320 U.S. 772 (1943); Mitchell v. Tampa Cigar Co., 36 Labor Cases para. 65, 198, 14 W. H. Cases 38 (S.D. Fla. 1959); Douglass v. Hurwitz Co., 145 F. Supp. 29, 13 W. H. Cases (E.D. Pa. 1956)

(b) Where no permission to leave premises. It is not necessary that an employee be permitted to leave the premises if he is otherwise completely freed from duties during the meal period.

*Reference source – U.S. Department of Labor

ESP Longevity Pay Calculation

Scheduled number of hours worked per day

X

Scheduled number of work days per school calendar

X

Rate of pay

=

Total Annual Salary
(Non-overtime earned wages)

X

29% (.29)

=

Longevity Pay

Cartwright School District For 2021 - 2022

ESP Longevity Schedule

To qualify for the longevity payment, an ESP staff member must have 25 years or more with Cartwright School District and must not have taken part in the District's previous retirement programs. Employees must still be employed at the end of the year to earn longevity. There will be no prorated payment for partial services. Payment will be made based on hours paid during the period (not including overtime). Payments would be made for one year only. This does not repeat in future years, is not part of base pay and there is no requirement to terminate service with the district.

Payment will be for 29% of the non-overtime earned wages for the year.

Termination Benefits ESP Staff

Increase payment of sick leave from the current 5/6 of the certified substitute pay (\$70.83) to the following schedule:

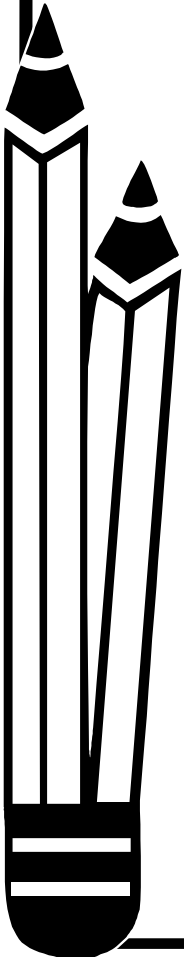
Years of Service	Sick Leave Payment
0-9	75.00
10-14	\$85.00
15+	\$100.00

Former Cartwright ESPs as Substitutes

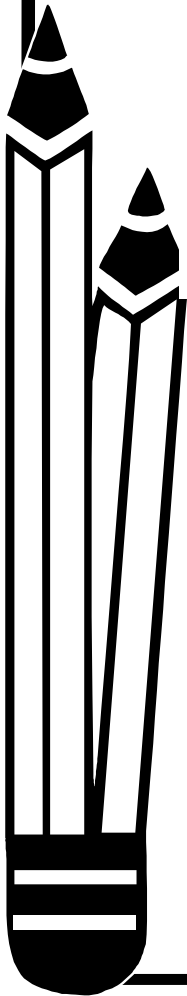
A former Cartwright ESP who has previously worked for the district for 15 years and not benefited from the districts former retirement incentives may return and work for **40** days per year performing appropriate temporary services in return for the district paying the cost of the employee medical insurance (no dental, no life) on the district policy. ***Retired employee may be eligible for this program if benefited and enrolled in the District's current health insurance plan on the day before retirement.*** Employee's eligibility to participate in this program terminates when the employee becomes eligible for Medicare.

For all subsequent years, notification must be made by February 1 of the year prior to leaving.

District Information



Americans with Disabilities Act



Americans with Disabilities Act

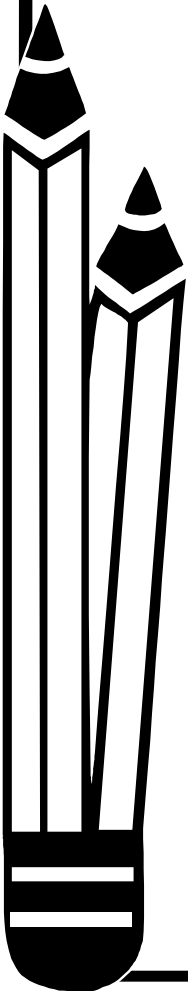
The Americans with Disabilities Act (ADA) is a federal law that prohibits discrimination against persons with disabilities and facilitates the inclusion of persons with disabilities in employment, education, public accommodations, transportation and communication systems. The ADA requires that individuals with disabilities be given an equal opportunity to gain access to available employment and public accommodations. It also requires accommodations to the physical and mental limitations of individuals with disabilities.

If you are disabled within the meaning of the ADA, you may request a reasonable accommodation to be considered for a position in the District, to perform your essential job functions, or to enable you to enjoy the same benefits and privileges of employment as those enjoyed by similarly situated non-disabled employees. It is generally up to you to inform the District that you need an accommodation.

The District is committed to complying with ADA and other laws that protect individuals from unlawful discrimination. The District has designated the Executive Director of Human Resources, as the ADA Coordinator. If you are a person with a disability and wish to request workplace accommodations, please contact Human Resources at (623) 691-4000.

Information about the ADA is available by contacting the District's Human Resources Department. You may also contact the Equal Employment Opportunity Commission at (202) 663-4900 or the Department of Justice, Civil Rights Division, Disability Related Matters at (800) 514-0301.

2021 – 2022 Payroll Calendar

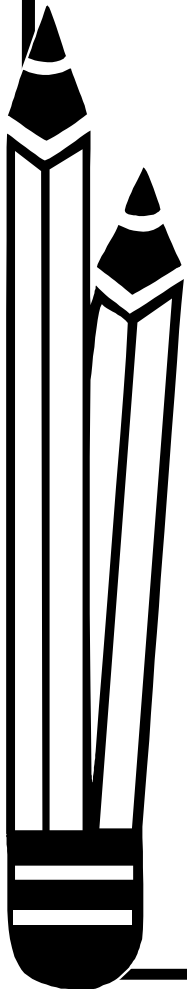


Cartwright Elementary School District Payroll Dates

2021-2022 School Year

DATE WORKED FROM	DATE WORKED TO	PAY DATE
07/01/21	07/07/21	07/15/21
07/08/21	07/21/21	07/29/21
07/22/21	08/04/21	08/12/21
08/05/21	08/18/21	08/26/21
08/19/21	09/01/21	09/09/21
09/02/21	09/15/21	09/23/21
09/16/21	09/29/21	10/07/21
09/30/21	10/13/21	10/21/21
10/14/21	10/27/21	11/04/21
10/28/21	11/10/21	11/18/21
11/11/21	11/24/21	12/02/21
11/25/21	12/08/21	12/16/21
12/09/21	12/22/21	12/30/21
12/23/21	01/05/22	01/13/22
01/06/22	01/19/22	01/27/22
01/20/22	02/02/22	02/10/22
02/03/21	02/16/22	02/24/22
02/17/21	03/02/22	03/10/22
03/03/22	03/16/22	03/24/22
03/17/22	03/30/22	04/07/22
03/31/22	04/13/22	04/21/22
04/14/22	04/27/22	05/05/22
04/28/22	05/11/22	05/19/22
05/12/22	05/25/22	06/02/22
05/26/22	06/08/22	06/16/22
06/09/22	06/22/22	06/30/22
06/23/22	06/30/21	07/14/22

2021 – 2022 Staff Calendars



2021-2022 Carwright School District 83 Staff Calendar

July-21

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August-21

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September-21

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October-21

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November-21

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December-21

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January-22

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February-22

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March-22

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April-22

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May-22

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June-22

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

10 mo = 220 days
 12 mo = 261 days
 Social Worker = 214 days

Psychologist/Psych Intern = 226 days
 Teacher/Counselors = 214 days
 Nurse = 220 days

Daycare = 220 days
 NP/NW = Non Paid Non Work
 PNW = Paid Non Workday

Start/End Days
 Major Holidays
 Mid Quarter Break
 Fall/Spring Recess
 Summer Schedule

7/1 = Start of Fiscal Year
7/5 = Observing Independence Day = PNW 12 mo
Summer Schedule DO/Schools Closed 12 mo 7/2, 7/9, 7/16
7/19 = First Day of Work 10mo, Nurses, Medical Asst, Psych/Psych Intern
7/21 = Summer Schedule Ends 12mo
7/26 = Teachers, Social Workers Return
8/2 = First Day of School
9/6 = Labor Day = PNW = 10mo, 12mo, Nurses, Medical Asst, Social Workers, Psych/Interns, Teacher
10/4 - 10/8 = Fall Recess = NP/NW 10mo, Nurses, Medical Asst, Teacher, Social Worker, Psych/Phych Intern
10/8 = PNW = 12mo
11/11= Veterans Day = PNW = 10mo, 12mo, Nurses, Medical Asst, Social Worker, Psych,Psych Intern, Tchr
11/24 - 11/28 = Thanksgiving Recess = PNW = 10mo, 12mo, Nurse, Medical Asst, Social Worker, Psych/Psych Intern, Tchr
12/17 -12/31 = Winter/New Year Recess = PNW = 10mo, 12mo, Nurses, Medical Asst, Social Worker, Psych/Psych Intern, Tchr
1/17 = Martin Luther King Jr =PNW = 10mo, 12mo, Nurses, Medical Asst, Social Worker, Psych/Psych Intern, Tchr
2/21 = Presidents' Day = PNW = 10mo, 12mo, Nurses, Medical Asst, Social Worker, Psych/Psych Intern, Tchr
3/7 - 3/11 = Spring Recess = PNW = 12mo, Social Worker, Psych/Psych Intern, Tchr
3/7 -3/10 = Spring Recess = PNW 10 mo, Medical Asst., Nurses
3/11 = Spring Recess = NP/NW 10 mo, Medical Asst, Nurses
4/15 & 4/18 = Mid Quarter Break
5/19 = Last Day of School
5/20 = Last Day of Work = Nurses, Medical Asst, Teachers, Counselors, Social Workers
5/31 = Memorial Day PNW = 10 mo, 12 mo, Social Worker, Psych/Psych Intern
6/8 = Last Day of Work = 10mo
Summer Schedule DO/Schools Closed 12 mo 5/27, 6/3, 6/10, 6/24

9.9.21

CARTWRIGHT SCHOOL DISTRICT #83 2021-22 CALENDAR

JULY 2021						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

4 Independence Day
Día de la Independencia

26 All Teachers Return
Regresan Todos los Maestros

JANUARY 2022						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1 New Year's Holiday –
Año Nuevo

17 MLK Day – School Closed
Día de MLK-Escuela Cerrada

AUGUST 2021						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2 First Day of School
Inicio de Labores

FEBRUARY 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

21 Presidents' Day-School Closed
Día de los Presidentes-Escuela Cerrada

SEPTEMBER 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6 Labor Day-School Closed
Día del Trabajo-Escuela Cerrada

30 Parent-Teacher Conferences
Juntas de Padres y Maestros

MARCH 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

7-11 Spring Break- School Closed
Receso de Primavera-Escuela Cerrada

3-4 Parent-Teacher Conferences
Juntas de Padres y Maestros

OCTOBER 2021						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1 Parent-Teacher Conferences
Juntas de Padres y Maestros

4-8 Fall Recess-School Closed
Receso de Otoño - Escuela Cerrada

APRIL 2022						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

15 Mid Quarter Break-School Closed
Receso de Medio Trimestre-Escuela Cerrada

18 Mid Quarter Break – School Closed
Receso de Medio Trimestre-Escuela Cerrada

NOVEMBER 2021						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

11 Veterans Day – School Closed/*Día de los Veteranos-Escuela Cerrada*

24-26 Thanksgiving -School Closed
Día de Acción de Gracias-Escuela Cerrada

MAY 2022						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

19 Last Day of school
Ultimo Día de Clases

30 Memorial Day
Día Conmemorativo

DECEMBER 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

17-31 Winter Recess - School Closed
Receso de Invierno-Escuela Cerrada

JUNE 2022						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

 First/Last Day of School/*Primer/Ultimo Día de clases*
 *No School Day Friday/*Viermes de No Escuela*
 **Holiday/School Closed - *Día Festivo/Escuelas Cerrada*

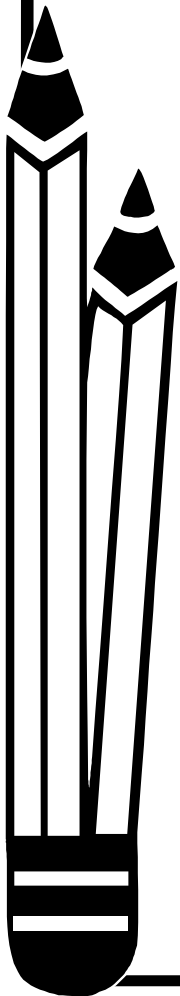
* Child care will be available for those scholars who need care on No School Day Fridays/*Los Viermes de No Escuela tendremos disponible cuidado de alumnos para aquellos que lo necesitan*
 **No child care is available on Holidays/*No habrá cuidado de alumnos los días festivos*

Board Approved. 1.28.21

10-Month ESP Calendar

21-22 School Year	
Employee Group	10-Month ESPs
Holiday	Date Observed
First Day of Work	July 19th
Labor Day	September 6th
Fall Break *	October 4 th – October 8th
Veteran's Day	November 11th
Thanksgiving Recess	November 24 th , 25 th and 26th
Winter Recess	December 17 th - December 31st
Martin Luther King Jr. Day	January 17th
Presidents Day	February 21st
Spring Break *	March 7 th – 11 th Paid Days: March 7 th - March 10th
Mid Quarter Break *	April 15th and April 18th
Memorial Day	May 30th
Summer Work Schedule Begins May 23rd	DO/ Schools Closed: 5/27, 6/3, 6/10, 6/17, 6/24, 7/1, 7/8 & 7/15
Last Day of Work	June 6th
* Denotes that holiday is not paid.	

Employee Request for Transfer



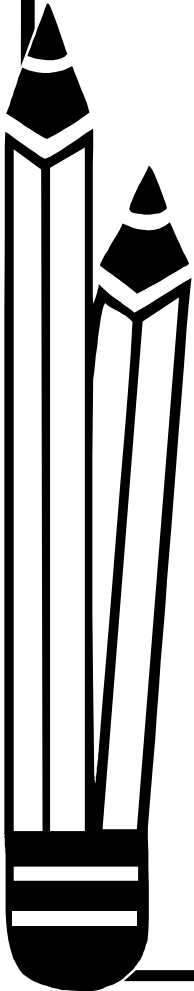
Directions for Completing the On-Line Certified –Internal Transfer Request Form

1. Via website access employment link (www.csd83.org)
2. Click on application link
3. a. If you have set up an account in the application process before, log in on the top green bar.
b. If you have never applied for internal postings, then click on INTERNAL link on the top green bar on the right side of the page.
4. a. For employees with previous accounts, you will be directed to the job listings. Click on the CERTIFIED-INTERNAL TRANSFER REQUEST FORM
b. For new internal applicants, complete the information required. Once you have completed the information, you will be directed to the job listings page.
5. Click on **CERTIFIED-INTERNAL TRANSFER REQUEST FORM**.
6. Complete the form.

Questions required for completion of the Certified-Internal Transfer Request Form (please refer to this, if needed, as you answer the questions on the form)

1. Schools requested- please answer with specific schools **or** “any elementary school” **or** “any middle school”.
2. Indicate which grade levels – please list with specific grades **or** “open to all grade levels for which I am HQ”
3. Middle School transfer – please answer “not interested in Middle School” **or** LA, MATH, SOCIAL STUDIES, SCIENCE
4. Special Area transfer request – please answer “ not interested in Special Area” **or** PE, Music-General, Music – Instrumental, Computers, Journalism, Industrial Arts.
5. Special Education transfer request – please answer “not interested in Special Ed” **or** Early Chld/SpEd, LFI, PEER (ED), Reach (Autism), Resource (LD), LFI Cluster, A/E.
6. Please answer question as indicated. (limited to 100 characters)
7. Please answer question as indicated (limited to 100 characters)
8. Please answer question as indicated (limited to 100 characters)
9. Please make sure to advise your supervisor that you have submitted a request for transfer.
10. Attach your current certificate. (request for transfer will not be considered without this document)
11. Complete final page with “terms agreement” and initials.

Industrial Compensation



INDUSTRIAL COMPENSATION

Arizona Revised Statutes require that the Cartwright District participate in a worker's compensation insurance plan approved by the industrial Commission of the State of Arizona.

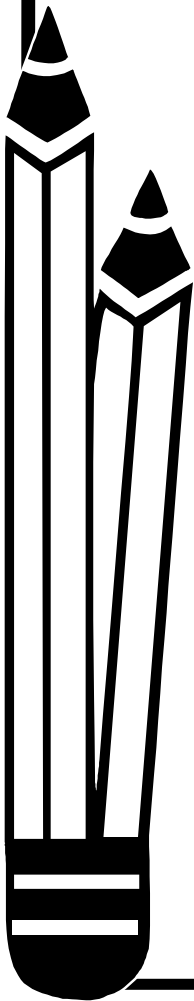
An employee who feels they have a work related injury or illness should immediately contact their school nurse to file a worker's compensation claim. If the nurse is not available, contact your supervisor. If no one at our work site is available, call the District Insurance Office.

An employee on leave due to injury or disease, which happened while on their assigned duty with the school district, shall be allowed to use sick leave if available, to make up the difference between industrial and gross pay. Sick leave charged is the same percentage as compensation paid by the District.

SCHEDULE	TIME MISSED	COMPENSATION FROM INDUSTRIAL COMMISSION	COMPENSATION FROM SCHOOL DISTRICT
A.	Less than 8	None	Pay for those days missed until sick and or annual leave expires
B.	8 through 13 days	A percentage of the employee's pay as determined by the Industrial Commission formula, excluding the first 7 days.	District will pay balance of regular base pay for 8 th through 13 th calendar days until sick and annual leave expires.
C.	14 or more calendar days	A percentage of the employee's pay as determined by the Industrial Commission formula, including the first 7 calendar days missed.	Difference between base pay and that paid by the Industrial Commission until sick and annual leave expires.

Note: The first 7 days off work are not paid for lost wages unless the disability extends to 14 days. For example, if the employee is off 10 days, compensation is retroactive to the date of injury and they are paid for 14 days. Compensation is not generally paid for the date of injury because the employee worked that day.

Job Sharing (Certified)



Job Sharing Program

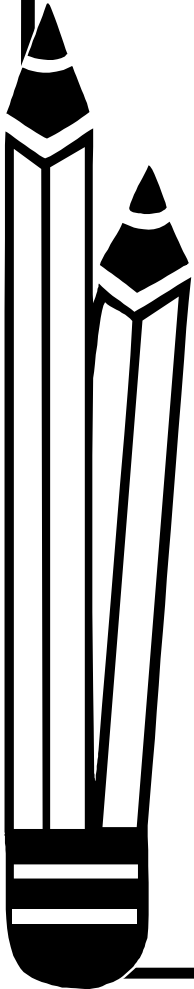
Job Sharing is a program in which two (2) teachers currently employed by the District share one (1) full-time teaching position. Only teachers who have jointly requested the opportunity to work together shall be considered for job-sharing assignments. Both teachers are expected to attend all scheduled parent/teacher conferences, staff development meetings, in-services, faculty meetings and other assigned duties. Whether a school will or will not offer job-sharing opportunities is solely a building principal decision.

Job Sharing assignments are for a period of one (1) year only. The program shall be monitored throughout the year and evaluated annually to determine whether or not it will be continued for another year. Employees participating in sharing arrangements who wish to return to full-time employment will be considered for available classroom vacancies.

The District shall pay the equivalent of one (1) full premium toward health insurance coverage for the two teachers who job share. Each teacher will receive his/her pro rata share of his/her premium paid by the District. The remaining premium will be deducted from his/her paychecks over the course of pays from October through May. If one of the two teachers does not want the medical insurance, he/she will have the option of receiving either his/her pro rata share of the current insurance waiver or may donate his/her benefit portion to his/her partner. This same procedure shall apply to dividing and paying for the District dental and life coverage. All annual and sick leave benefits will be divided equally by the two teachers who are job sharing.

At the appropriate time, Human Resources will post for Job Sharing Positions for the following school year. The posting will require the employee to submit both an *Internal Transfer Form* **and** a *written proposal*. The written proposal must contain a statement of compatible philosophies in the areas of classroom management, classroom organization, record keeping and grading; anticipated benefits to students; anticipated benefits to teaching partners; anticipated division of classroom curriculum, a work schedule, including a common planning time each week; a statement that if one job sharing partner is absent, the other partner will make every effort to substitute in his/her place and will be paid the District's daily substitute rate of pay and; a statement of support from the building principal(s). The posting will also indicate the grade level/content areas and maximum number of job share positions that may be available at both the elementary and middle schools.

Jury Duty Procedures



Jury Duty Procedures



As indicated on the Summons form, all potential jurors are to call the Jury System after 4:30 p.m. on the day before the summoned is to report. When you call at this time, one of these scenarios may occur. Please review each scenario below and follow the steps for the one that applies to your circumstance, as defined by the group you were assigned and the message relayed for your particular group, when you called the Jury System.

GROUPS CALLED TO SERVE FIRST THING IN THE MORNING:

If you are required to report to Jury Duty first thing in the morning, call the Absence Management System (REASON: Jury Duty). When you are released from Jury Service, be sure to SECURE THE JURY DUTY SERVICE PAPERWORK PROVIDED BY THE COURT SYSTEM as verification of service. This paperwork **must be submitted to payroll as soon as possible.**

GROUPS ASKED TO CALL AT 11:00 A.M.:

If you are asked to call the Jury System at 11:00 a.m. the following day, call the Absence Management (REASON: Jury Duty) and **THEN REPORT TO WORK AS USUAL.**

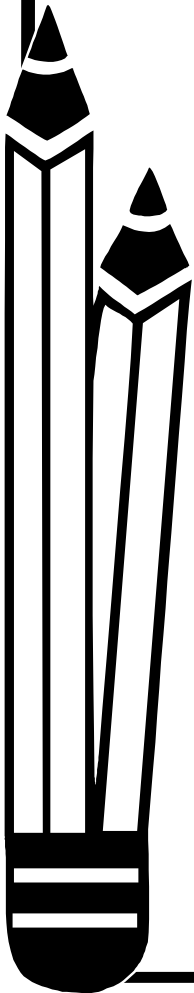
If at 11:00 a.m. when you call the Jury System you are required to report to Jury Service, let your administrator know you are leaving campus. When you are released from Jury Service, be sure to SECURE THE JURY DUTY SERVICE PAPERWORK PROVIDED BY THE COURT SYSTEM as verification of service. This paperwork **must be submitted to Payroll as soon as possible.**

If at 11:00 a.m. when you call the Jury System you are **released** from Jury Duty, please notify your administrator so he/she can have the Administrative Specialist correct the absence in the Absence Management System.

Mandatory Report:

Child Abuse

A.R.S. 13-3620



Arizona Revised Statute §13-3620 Duty to Report...

13-3620. Duty to report abuse, physical injury, neglect and denial or deprivation of medical or surgical care or nourishment of minors; medical records; exception; violation; classification; definitions

A. Any person who reasonably believes that a minor is or has been the victim of physical injury, abuse, child abuse, a reportable offense or neglect that appears to have been inflicted on the minor by other than accidental means or that is not explained by the available medical history as being accidental in nature or who reasonably believes there has been a denial or deprivation of necessary medical treatment or surgical care or nourishment with the intent to cause or allow the death of an infant who is protected under section 36-2281 shall immediately report or cause reports to be made of this information to a peace officer, to the department of child safety or to a tribal law enforcement or social services agency for any Indian minor who resides on an Indian reservation, except if the report concerns a person who does not have care, custody or control of the minor, the report shall be made to a peace officer only. A member of the clergy, a Christian Science practitioner or a priest who has received a confidential communication or a confession in that person's role as a member of the clergy, as a Christian Science practitioner or as a priest in the course of the discipline enjoined by the church to which the member of the clergy, the Christian Science practitioner or the priest belongs may withhold reporting of the communication or confession if the member of the clergy, the Christian Science practitioner or the priest determines that it is reasonable and necessary within the concepts of the religion. This exemption applies only to the communication or confession and not to personal observations the member of the clergy, the Christian Science practitioner or the priest may otherwise make of the minor. For the purposes of this subsection, "person" means:

1. Any physician, physician's assistant, optometrist, dentist, osteopath, chiropractor, podiatrist, behavioral health professional, nurse, psychologist, counselor or social worker who develops the reasonable belief in the course of treating a patient.
2. Any peace officer, child welfare investigator, child safety worker, member of the clergy, priest or Christian Science practitioner.
3. The parent, stepparent or guardian of the minor.
4. School personnel, domestic violence victim advocates or sexual assault victim advocates who develop the reasonable belief in the course of their employment.
5. Any other person who has responsibility for the care or treatment of the minor.

B. A report is not required under this section either:

1. For conduct prescribed by sections 13-1404 and 13-1405 if the conduct involves only minors who are fourteen, fifteen, sixteen or seventeen years of age and there is nothing to indicate that the conduct is other than consensual.

2. If a minor is of elementary school age, the physical injury occurs accidentally in the course of typical playground activity during a school day, occurs on the premises of the school that the minor attends and is reported to the legal parent or guardian of the minor and the school maintains a written record of the incident.

C. If a physician, psychologist or behavioral health professional receives a statement from a person other than a parent, stepparent, guardian or custodian of the minor during the course of providing sex offender treatment that is not court ordered or that does not occur while the offender is incarcerated in the state department of corrections or the department of juvenile corrections, the physician, psychologist or behavioral health professional may withhold the reporting of that statement if the physician, psychologist or behavioral health professional determines it is reasonable and necessary to accomplish the purposes of the treatment.

D. Reports shall be made immediately either electronically or by telephone. The reports shall contain the following information, if known:

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

E. A health care professional who is regulated pursuant to title 32 and who, after a routine newborn physical assessment of a newborn infant's health status or following notification of positive toxicology screens of a newborn infant, reasonably believes that the newborn infant may be affected by the presence of alcohol or a drug listed in section 13-3401 shall immediately report this information, or cause a report to be made, to the department of child safety. For the purposes of this subsection, "newborn infant" means a newborn infant who is under thirty days of age.

F. Any person other than one required to report or cause reports to be made under subsection A of this section who reasonably believes that a minor is or has been a victim of abuse, child abuse, physical injury, a reportable offense or neglect may report the information to a peace officer or to the department of child safety, except if the report concerns a person who does not have care, custody or control of the minor, the report shall be made to a peace officer only.

G. A person who has custody or control of medical records of a minor for whom a report is required or authorized under this section shall make the records, or a copy of the records, available to a peace officer, child welfare investigator or child safety worker investigating the minor's neglect, child abuse, physical injury or abuse on written request for the records signed by the peace officer, child welfare investigator or child safety worker. Records disclosed pursuant to this subsection are confidential and may be used

only in a judicial or administrative proceeding or investigation resulting from a report required or authorized under this section.

H. When reports are received by a peace officer, the officer shall immediately notify the department of child safety. Notwithstanding any other statute, when the department receives these reports, it shall immediately notify a peace officer in the appropriate jurisdiction.

I. Any person who is required to receive reports pursuant to subsection A of this section may take or cause to be taken photographs of the minor and the vicinity involved. Medical examinations of the involved minor may be performed.

J. A person who furnishes a report, information or records required or authorized under this section, or a person who participates in a judicial or administrative proceeding or investigation resulting from a report, information or records required or authorized under this section, is immune from any civil or criminal liability by reason of that action unless the person acted with malice or unless the person has been charged with or is suspected of abusing or neglecting the child or children in question.

K. Except for the attorney client privilege or the privilege under subsection L of this section, no privilege applies to any:

1. Civil or criminal litigation or administrative proceeding in which a minor's neglect, dependency, abuse, child abuse, physical injury or abandonment is an issue.
2. Judicial or administrative proceeding resulting from a report, information or records submitted pursuant to this section.
3. Investigation of a minor's child abuse, physical injury, neglect or abuse conducted by a peace officer or the department of child safety.

L. In any civil or criminal litigation in which a child's neglect, dependency, physical injury, abuse, child abuse or abandonment is an issue, a member of the clergy, a Christian Science practitioner or a priest shall not, without his consent, be examined as a witness concerning any confession made to him in his role as a member of the clergy, a Christian Science practitioner or a priest in the course of the discipline enjoined by the church to which he belongs. This subsection does not discharge a member of the clergy, a Christian Science practitioner or a priest from the duty to report pursuant to subsection A of this section.

M. If psychiatric records are requested pursuant to subsection G of this section, the custodian of the records shall notify the attending psychiatrist, who may excise from the records, before they are made available:

1. Personal information about individuals other than the patient.

2. Information regarding specific diagnosis or treatment of a psychiatric condition, if the attending psychiatrist certifies in writing that release of the information would be detrimental to the patient's health or treatment.

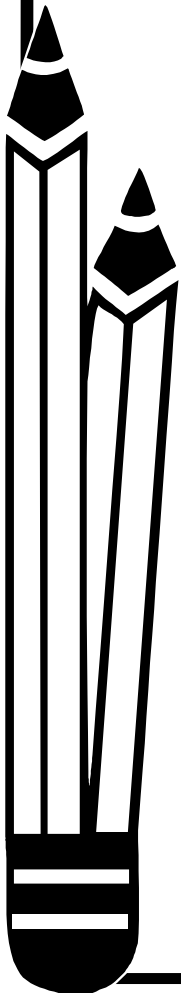
N. If any portion of a psychiatric record is excised pursuant to subsection M of this section, a court, on application of a peace officer, child welfare investigator or child safety worker, may order that the entire record or any portion of the record that contains information relevant to the reported abuse, child abuse, physical injury or neglect be made available to the peace officer, child welfare investigator or child safety worker investigating the abuse, child abuse, physical injury or neglect.

O. A person who violates this section is guilty of a class 1 misdemeanor, except if the failure to report involves a reportable offense, the person is guilty of a class 6 felony.

P. For the purposes of this section:

1. "Abuse" has the same meaning prescribed in section 8-201.
2. "Child abuse" means child abuse pursuant to section 13-3623.
3. "Neglect" has the same meaning prescribed in section 8-201.
4. "Reportable offense" means any of the following:
 - (a) Any offense listed in chapters 14 and 35.1 of this title or section 13-3506.01.
 - (b) Surreptitious photographing, videotaping, filming or digitally recording or viewing a minor pursuant to section 13-3019.
 - (c) Child sex trafficking pursuant to section 13-3212.
 - (d) Incest pursuant to section 13-3608.
 - (e) Unlawful mutilation pursuant to section 13-1214.

Performance Pay Plan (Certified)



Cartwright School District No. 83

Pay for Performance Award Plan

For the 2020-2021 School Year

To be distributed during the 2021-2022 School Year

This plan will continue to be reviewed on a yearly basis and there may be changes based on available funds. Upon recommendation from the Pay for Performance Committee, the Governing Board may consider amendments to specific criteria when funds become available on a one-time only basis.

1. Performance Pay:

Part 1: Scientific criteria are used for a school to receive all or part of their teacher compensation. The anticipated performance pay amount is to be paid, in July 2021. See the attached criteria, Classroom site fund chart.

Part 2: A.R.S. 15-977 C.2 requires that districts include a component for individual teacher performance that equals 33% of the Pot B funding allocation. The anticipated performance pay for this component is as follows:

- *Because the 2020-2021 school closure has caused evaluation to be suspended, all teachers will receive 100% funding for this component for the 2020-2021 school year*
 - *Any portion of the 33% Pot that is unused will roll into the following fiscal year and will be included in the allocation for this performance component the following year.*
 - *Part 2 will also be paid out in one installment July 2021.*

2. **Professional Development:** The qualifying certificate(s) or endorsement(s) must be submitted annually and no later than Monday, November 1, 2021 by 4:00 p.m. for the 2021-2022 school year. The *completed Additional Certificates/Endorsements* form and a copy of the teaching certificate is to be sent to Michelle Robertson, in Human Resources. Pay for qualifying certificates and endorsements is issued on the final paycheck in November.

Basic certifications (including SEI*)

- 1 certificate/endorsement \$ 550.00
- 2 certificates/endorsements \$1,100.00
- Second National Board Certificate \$1,100.00

Certificate and Endorsement Requirements

SEI Endorsements do not qualify for this allocation - SEI endorsements are a requirement as a term of employment.

*BLE/ESL take the place of the required SEI endorsement, if an SEI endorsement is not held. Therefore, the BLE/ESL endorsement cannot be counted as an additional endorsement in this situation.

BLE/ESL endorsement may qualify if an SEI endorsement is held.

***Please note:** Certificates and endorsements that qualify are certificates and endorsements **NOT** required by the Arizona Department of Education to be appropriately certified and/or by the Cartwright School District job description for the position held. (If you have any questions, please call Michelle Robertson in Human Resources)

Certificates and Endorsements that are excluded:

- *BLE/ESL endorsement does not count if an SEI endorsement is not held.
- Excluded: Reserve Officer Training Certificates (ROTC), Junior Reserve Officer Training Certificates (JROTC), Driver's, Adult, and Co-op education certificates, Emergency/Intern/Sub-certificates, Community College certificates.

Approved areas on certificates do not qualify for the additional certificates and endorsements allocation.

3. **Professional Development:** A teacher who does not receive the full amount for additional certificates and endorsements as outlined in #2, can receive additional Pay for Performance money for clock hours collected from November 1, 2020 until October 31, 2021. The qualifying clock hours must be submitted annually, by Monday, November 1, 2021, along with the Pay for Performance Clock Hours form submitted to the building principal or department Director for approval. Please note: **Qualifying clock hours must be clock hours in which the District did not pay for the training and/or not pay the employee to attend. These hours cannot have been completed during contract times regardless of who did/did not pay for the training. Please refer to Professional Development Compensation Matrix for further clarification or call Michelle Robertson in HR.**

Pay for qualifying clock hours is issued on the paycheck in April of current year.

- 15 clock hours = 1 credit hour \$550.00
- 30 clock hours = 2 credit hours \$1,100.00

- **The maximum a teacher can receive from #2 and #3 combined is \$1,100.00.**

- Only “certificates/endorsements” carry over for more than one year.

- Documents submitted as evidence of earned clock hours must include: the name of the training or course, date taken, and number of clock hours earned. Please remember any training district paid for and/or paid you to attend does not qualify for this allocation.

- Clock hours must be earned on or before by Sunday, October 31, 2021 and submitted by Monday, November 1, 2021 to the building principal and/or Director on the required “ Teachers Professional Development Eligibility Documentation List ” with copies of certificates as verification to the building principal and/or department director for approval. Principals and department directors will submit the Additional Professional Development Clock Hours Eligibility/Documentation Roster to Yvette Evans in the Finance Department, no later than Monday, November 15, 2021, at 4:00 p.m.

Teachers are responsible for maintaining their own records. Please keep a copy of all documents submitted to your principal and/or department director.

4. **National Board Certification:** If a teacher receives an initial, National Board Certificate, he/she will be eligible to receive a \$3,000.00 addendum to his/her contract. He/she will be eligible for this addendum for the valid period of the certificate. This financial support will come from Pay for Performance funds. Options for the method-of-disbursement will be provided by the finance department; a one-time payment in May, two payments in December-May, or spread out over the year in paychecks.

The following criteria will work in sequence:

- If the District attains Criteria #1, then all teachers will receive their full performance pay.
- If the District does not attain Criteria #1, then we move to school Criteria #2.
- If the school attains criteria #2, then all teachers at that school receive their full performance pay.
- A school can still receive 100% of their Performance Pay by meeting Components I-IV of Criteria #3.

1. **District criteria:** All teachers will receive 100% of eligible performance pay (\$1,500.00) if at least 14 of 20 (70%) schools in the district receive letter Grade of C or better.
2. **School profile criteria:** Schools that receive a Letter Grade of C or better will receive 100% of their eligible performance (\$1,500.00)
3. **Sub-components:** (if the District AND school does not meet criteria 1or 2) They can also meet a combination of the following to earn partial portion of their performance pay (\$1,500.00)

*Component I– Subject/grade value improvement: Schools that show improvement from the prior year in two subject/grade values (Elementary School K-5 & K-8); or two subject/grade value on AzMERIT (Middle School), with no subject/grade value decreasing; and has at least 60% of kindergarten -second grade students having improved in AIMS Web Plus, or (middle school) sixth through eighth grade students having improved on AIMS WEB Plus will receive 20% (\$1,500 x 20%= \$300.00) of the eligible Pay for Performance award.

Component II – Upon analyzing the percentage of students in both minimal proficient and proficient/highly proficient categories in all subject areas, schools that show more positive gains than negative according to the state measurement formula will receive 20% (\$1,500.00 x 20%= \$300.00) of the eligible Pay for Performance award.

Component III – Attendance Criteria: If a school meets the 90% attendance standard set by the state they can receive 30% (\$1,500.00 x 30%= \$450.00) of the eligible pay for performance.

Component IV– Parent Satisfaction Survey: If a school achieves an 85% or better rating, by combining strongly agree and agree, on each question listed below, from the parent survey, they can receive 30% (\$1,500 x 30%= \$450.00) of the eligible Pay for Performance Award.

9. My child’s teacher(s) are friendly and helpful.

14. My child’s teacher cares about my child and wants my child to be successful. # 15. My child’s teacher has high expectations of his/her students.

17. I receive enough communication from the school about my child’s educational progress.

Additional Information

- Traveling teachers (a traveling teacher is defined as any teacher providing services to more than one school) will receive their performance pay based on whichever of their schools receive the highest award. Award amounts would be determined according to Performance Pay for Academic Achievement criteria as listed on page 2 of this document.
- Teachers working in the following situations will receive their full performance pay as long as any school in the district received their full performance award: Self Contained Special Education classrooms that contain students outside their home school attendance area, Vision/Hearing, Alternative Education, Teachers on Special Assignment (TOSA), Specialist. Award amounts would be determined according to Performance Pay for Academic Achievement qualifying criteria. This applies to Cartwright School District Teachers with a teacher contract only.
- Those employees who only work one semester or less are subject to review for receipt of performance pay funding.

Appeals Process

Any exceptions concerning the implementation of the Pay for Performance Plan would be communicated to the Pay for Performance Review Committee. The Committee shall consist of one co- chair or their designee from the Pay for Performance Committee, a School Administrator, a Superintendent Designee, one Elementary Representative and one Middle School Representative from the Pay for Performance Committee. Decisions will be made based on consensus. If a consensus cannot be reached the decision would move to a majority vote.

Evaluation/Assessment Process

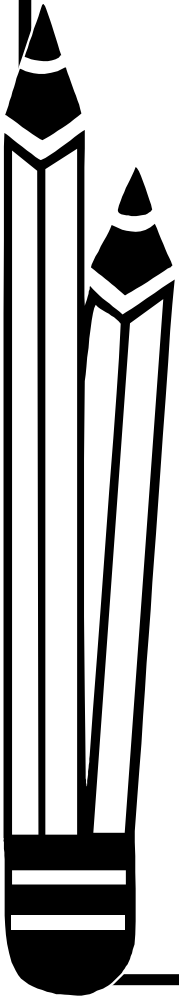
This plan will continue to be reviewed and evaluated based on the Arizona Performance Based Compensation Task Force Rubric on an annual basis.

In addition, the areas to be evaluated for effectiveness and distribution of funding will include but not be limited to:

- Number of teachers holding one or two additional endorsements/qualifying certificates
- Number of teachers earning 15 or 30 professional development clock hours
- Number of teachers receiving National Board Certification.
- School performance on AZ Learns:
- School Label
- Improvement on AIMS Web Plus
 - Highly Proficient
 - Proficient
 - Partially
 - Minimally Proficient
- School attendance criteria.
- Parent Satisfaction Survey criteria

Changes may be made based on available funds and effectiveness of the components. Component I (EXCEPT 8TH GRADE MATH)

Request for Bereavement Leave



CARTWRIGHT SCHOOL DISTRICT NO. 83 (Form GCCH)

5220 W. Indian School Rd Phoenix, AZ 85031 (623) 691-4000 www.csd83.org

"Learning for all. Every Child, every school, every day"

"One Team, Una Familia"

REQUEST FOR BEREAVEMENT LEAVE

Date: _____

Employee Name: _____

School/Department: _____

Number of Bereavement days requested (check one): _____ 1 day _____ 2 days _____ 3 days

Date(s) requested: _____

For the purposes of this policy, family member is defined in Policy GCCA-Professional/Support Staff Sick Leave as an employee's (or employee's spouse's):

- | | |
|-------------------------------------|---------------------------------------|
| _____ Spouse | _____ Grandparent |
| _____ Former Spouse | _____ Grandchild |
| _____ Parent | _____ Niece or Nephew |
| _____ Parent-in-law | _____ Aunt or Uncle |
| _____ Brother or Sister | _____ First Cousin |
| _____ Son or Daughter | _____ Brother-in-law or Sister-in-law |
| _____ Son-in-law or Daughter-in-law | _____ Fiancé |
| _____ Domestic Partner | |

The term family member may also include a person for whom the employee has assumed the rights, duties, and responsibilities as a guardian or a person who was living in the same household as the employee at the time of death.

If more than three (3) days are requested, up to two (2) additional days of paid bereavement leave may be authorized by the Superintendent in extenuating circumstances. If additional days are requested state reason for extended time (travel time, arrangement time).

Appropriate evidence may be required to justify absence.

_____ I request this information be kept confidential.

Site Administrator Signature of Approval

Date

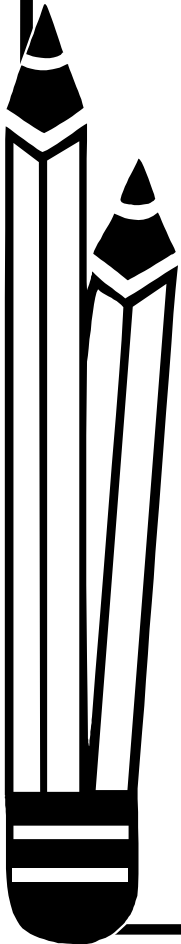
HR Administrator Signature of Approval

Date

Superintendent Signature of Approval

Date

Teacher Assessment & Evaluation Form



Teacher: _____ T < 3 yrs T > 3 yrs Evaluator: _____

School: _____ Assignment: _____ Evaluation Period: _____

The following guiding principles, developed and revised by the Cartwright School District Evaluation Committee are aligned with the Arizona Professional Teaching Standards and the InTASC Model Core Teaching Standards in compliance with the Arizona Framework for Measuring Educator Effectiveness. 67% of the evaluation is based upon teaching performance in principles 1-12. 33% of the evaluation is based upon student achievement data noted in the final section of the evaluation instrument.

If an individual receives an ineffective rating in one or more of the principles, the individual will be placed on a professional improvement plan. Additionally, at the discretion of the evaluator, an individual who receives a developing rating may be placed on a professional improvement plan.

Principle 1: Creates an Environment of Respect and Rapport	
Standard 2-1:	Establishes and maintains standards of mutual respect.
Standard 2-4:	Respects the individual differences among learners.
Standard 2-8:	Listens thoughtfully and responsively.

Indicator	Not Observed	Ineffective	Developing	Effective	Highly Effective
Standards 2-1		Students display disrespect for the teacher and/or each other.	Students inconsistently display respect for the teacher and/or each other.	Students exhibit respect for teacher and each other.	Students self-management is evident and effective.
2-4 2-8		Teacher demonstrates inappropriate interactions with students.	Teacher interaction with students are limited and inconsistently appropriate.	Teacher/student interactions consistently demonstrate caring and respect.	Teacher creates an environment in which students demonstrate genuine caring for one another as individuals and as students.

Comments:

Principle 2: Establishes a Culture for Learning: Student Pride in Work/Expectations	
Standard 2-6:	Provides a motivating learning experience.
Standard 4-1:	Promotes student reflection and self-assessment.
Standard 8-6:	Considers influences of individual development, experiences, talents, prior learning, language, culture, gender, family, and community on student learning.
Standard 8-7:	Incorporates principles of human motivation and behavior and their implication for managing the classroom and organizing individual and group work.

Indicator	Not Observed	Ineffective	Developing	Effective	Highly Effective
Standards 2-6		Teacher demonstrates little or no evidence of providing a safe, motivating learning experience for students.	Teacher inconsistently provides a safe, motivation learning experience for students.	Teacher consistently provides a safe, motivating learning experience for students.	Teacher exceeds district expectations for providing a safe, motivation learning experience for students.

4-1		Teacher does not encourage student reflection and self-assessment.	Teacher inconsistently encourages student reflections and self-assessment.	Teacher consistently encourages student reflections and self-assessment.	Teacher exceeds district expectations in encouraging student reflections and self-assessment.
8-6 8-7		Teacher demonstrates little or no knowledge of human motivational techniques and behavior modification when dealing with students.	Teacher demonstrates some knowledge of human motivational techniques and behavior modification when dealing with students.	Teacher consistently utilizes knowledge of human motivational techniques and behavior modification when dealing with students.	Teacher is exemplary in utilizing knowledge of human motivational techniques and behavior modification when dealing with students.

Comments:

Principle 3: Manages Student Behavior

Standard 2-2:	Displays effective classroom management.
Standard 2-3:	Encourages the student to demonstrate self-discipline and responsibility to self and others.
Standard 2-5:	Facilitates students working productively and cooperatively with each other.
Standard 2-9:	Organizes materials, equipment and other resources appropriately.

Indicator	Not Observed	Ineffective	Developing	Effective	Highly Effective
Standards 2-2		Teacher demonstrates little or no evidence of classroom procedures, rules, and routines for student conduct. The rules are not clearly communicated or enforced.	Teacher demonstrates inconsistent evidence of classroom procedures, rules, and routines for student conduct. The rules are not always clearly communicated or enforced.	Teacher demonstrates consistent evidence of classroom procedures, rules, and routines for student conduct. The rules are clearly communicated and enforced.	Teacher ensures classroom procedures, rules and routines are explicitly defined and enforced by all.
2-3 2-5		Teacher response to student behavior is repressive, disrespectful, or not evident.	Teacher response to student behavior is inconsistent and not always effective.	Teacher response to student behavior is consistent, pro-active and respectful.	Teacher facilitates students' monitoring of their own behavior, which allows students to work productively, responsibly, and collaboratively.
2-9		Teacher inappropriately utilizes physical space.	Teacher attempts to utilize physical space appropriately.	Teacher effectively organizes physical space for student learning.	Teacher organizes physical space to enhance and optimize student learning.

Comments:

Principle 4: Analyzes Student Data to Guide Instruction

Standard 1-3:	Aligns curriculum with the student assessments.
Standard 1-13:	Incorporates appropriate assessment of student progress.
Standard 3-15:	Adjusts instruction based on feedback from students.
Standard 4-2:	Uses a variety of appropriate formal and informal assessments aligned with instruction.
Standard 4-3:	Maintains records of student work and performance and uses them to guide instructional decisions.
Standard 8-9:	Considers the characteristics, uses, advantages, and limitations of different types of assessment for evaluating how students learn, determining what they know and are able to do, and identifies what experiences will support their further growth and development.
Standard 8-10:	Has knowledge of measurement theory, interpretation of test results and assessment related issues, such as validity, reliability, bias and scoring; uses this knowledge and these tools to guide instruction.

Indicator	Not Observed	Ineffective	Developing	Effective	Highly Effective
Standards 1-3 1-13 3-15 4-2 4-3 8-9 8-10		Teacher demonstrates little or no evidence that lesson delivery is based on student assessment, need, and interest.	Teacher demonstrates inconsistent use of data in lesson delivery. The data is inconsistently based upon student assessment, need, and interest.	Teacher consistently demonstrates that data guides instruction. Student need and interest are consistently considered in delivery of lessons.	Teacher consistently utilizes data in lesson implementation. The teacher demonstrates flexibility in facilitating student learning and modifies instructional activities based upon student need and feedback.

Comments:

Principle 5: Designs Lessons that Focus on Academic Standards and Student Learning	
Standard 1-1:	Focuses instruction on Arizona’s academic standards.
Standard 1-2:	Focuses instruction on the school and district academic standards.
Standard 1-6:	Indicates short and long term curriculum goals.
Standard 1-8:	Includes learning experiences that are developmentally appropriate for learners.
Standard 1-9:	Includes learning experiences that address a variety of cognitive levels.
Standard 1-10:	Includes learning experiences that are appropriate for curriculum goals.
Standard 1-11:	Includes learning experiences that are based upon principles of effective instruction.
Standard 1-12:	Includes learning experiences that accurately represent content.
Standard 3-1:	Appropriately implements a teacher design lesson plan.
Standard 8-2:	Uses interdisciplinary learning experiences that integrate knowledge, skills and methods of inquiry from several subject areas.
Standard 8-4:	Has knowledge of learning theories, subject matter, curriculum development and student development and demonstrates use of this knowledge in planning instruction to meet curricular goals.
Standard 8-8:	Effective evaluation of curriculum materials and resources for accuracy, comprehensiveness, and usefulness for representing particular ideas and concepts.

Indicator	Not Observed	Ineffective	Developing	Effective	Highly Effective
Standards 1-1 1-2 1-6		Teacher demonstrates little or no lesson planning and lesson planning is without reference to Arizona Academic Standards or District Competencies/Standards. Lesson planning and instruction are not aligned.	Teacher demonstrates inconsistent lesson planning and lesson planning is with limited reference to Arizona Academic Standards or District Competencies/Standards. Lesson planning and instruction are inconsistently aligned.	Teacher demonstrates consistent lesson planning which is aligned with Arizona Academic Standards and District Competencies/Standards by using curriculum mapping. Lesson planning and instruction are consistently aligned.	Teacher exceeds at planning lessons aligned with Arizona Academic Standards and District Competencies/Standards. Teacher enhances instruction beyond district and state standards using curriculum mapping, supplemental materials, and best practices.
1-8 1-9 1-10 1-11 1-12 3-1		Teacher demonstrates little or no implementation of learning theories, or appropriate and effective use of materials in lesson	Teacher demonstrates inconsistent implementation of learning theories or appropriate and effective use of materials in lesson	Teacher demonstrates consistent implementation of learning theories and appropriate and effective use of materials in	Teacher demonstrates exemplary implementation of learning theories and appropriate and effective use of materials in lesson

8-2		planning.	planning.	lesson planning.	planning.
8-4					
8-8					

Comments:

Principle 6: Demonstrates Knowledge of Content

Standard 7-1:	Demonstrates knowledge of the skills and concepts related to the subject area. (a) At the elementary level, the teacher demonstrates knowledge of language arts and reading, math, science, social studies and fine arts or areas he/she is certified to teach. (b) At the secondary level, the teacher demonstrates knowledge of the subject area or areas he/she is certified to teach.
Standard 7-2:	Incorporates major facts and assumptions that are central to the discipline.
Standard 7-3:	Debates and the processes of inquiry, which are central to the discipline.
Standard 7-4:	Integrates disciplinary knowledge with other subject areas.
Standard 7-5:	Makes connections between knowledge of the subject area and real life situation at the level of the students being taught.
Standard 8-1:	Uses variety of methods for teaching language arts, reading, math, science, social studies, and fine arts at the elementary level or a variety of methods for teaching reading and the subject area or areas in which the teacher is certified to teach at the secondary level.

Indicator	Not Observed	Ineffective	Developing	Effective	Highly Effective
Standards 7-1 7-2 7-3 7-4 7-5 7-6 8-1		Teacher demonstrates little or no evidence of content knowledge (may make content errors and/or does not correct students' content errors). connections between disciplines, and properly sequenced or paced information and may not use a variety of methods.	Teacher inconsistently demonstrates content knowledge, connections between disciplines and properly sequenced or paced information while using a variety of methods.	Teacher demonstrates solid content knowledge, connections between disciplines, and properly sequenced or paced information while using a variety of methods.	Teacher demonstrates extensive content knowledge, emphasizing connections between disciplines, and properly sequenced or paced information while using a variety of methods.

Comments:

Principle 7: Engages Students in Learning

Standard 1-4:	Address any physical, mental, social, cultural, and community differences among learners.
Standard 1-5:	Addresses prior knowledge of individual and group performance.
Standard 1-7:	Includes appropriate use of a variety of methods, materials and resources.
Standard 2-7:	Promotes appropriate classroom participation.
Standard 3-3:	Links learning with students' prior knowledge, experiences, and backgrounds.
Standard 3-7:	Uses strategies that are appropriate to students' developmental levels.
Standard 3-8:	Incorporates strategies that address the diverse needs of learners and demonstrates multicultural sensitivity.
Standard 3-9:	Encourages critical thinking.
InTASC Standards 5(d):	The teacher engages learners in applying content knowledge to real world problems through the lens of interdisciplinary themes (e.g., financial literacy, environmental literacy).
5(e):	The teacher develops learners' communication skills in disciplinary and interdisciplinary contexts by creating meaningful opportunities to employ a variety of forms of communication that address varied audience and purposes.
5(f):	The teacher engages learners in generating and evaluating new ideas and novel approaches, seeking inventive solution to problems, and developing original work.

5(g):	The teacher facilitates learner’s ability to develop diverse social and cultural perspectives that expand their understanding of local and global issues and create novel approaches to solving problems.
5(h):	The teacher develops and implements supports for learner literacy development across content areas.
Standard 3-10:	Connects lesson content to real life situations when appropriate.
Standard 3-11:	Uses technology and a variety of instructional resources appropriately.
Standard 3-12:	Uses a variety of effective teaching strategies to engage students actively in learning.
Standard 3-13:	Maximizes the amount of class time students are engaged in learning which results in a high level of success for students.
Standard 3-14:	Provides opportunities for students to use and practice what is learned.
Standard 8-3:	Uses principles and techniques associated with various instructional strategies.
InTASC Standards 8(d):	The teacher varies his/her role in the instructional process (e.g., instructor, facilitator, coach, audience). In relation to the content and purposes of instruction and the needs of learners.
8(e):	The teacher provides multiple models and representations of concepts and skills with opportunities for learners to demonstrate their knowledge through a variety of products and performance.
8(f):	The teacher engages all learners in developing higher order questioning skills and met a cognitive processes.
8(g):	The teacher engages learners in using a range of learning skills and technology tools to access, interpret, evaluate, and apply information.
8(h):	The teacher uses a variety of instructional strategies to support and expand learners’ communication through speaking, listening, reading, writing, and other modes.
8(i):	The teacher asks questions to stimulate discussion that serves different purposes (e.g., probing for learner understanding, helping learners articulate their ideas and thinking processes, stimulating curiosity, and helping learners to question).

Indicator	Not Observed	Ineffective	Developing	Effective	Highly Effective
Standards 1-4 1-5 1-7 2-7 3-3 3-7 3-8		Teacher plans inappropriate activities and assignments for students in terms of their diverse needs, age, cultural background, and previous knowledge.	Teacher inconsistently plans activities and assignments that are appropriate and relevant for students in terms of their diverse needs, age, cultural background, and previous knowledge.	Teacher consistently plans activities and assignments that are appropriate and relevant for students in terms of their diverse needs, age, cultural background, and previous knowledge.	Teacher plans activities and assignments that motivate students to strive for additional knowledge.
Standards 3 – 9 InTASC Standards 5(d), 5(e), 5(f), f(g), 5(h)		Teacher allows few or no opportunities for critical thinking. Questions are on the lower levels of Bloom’s Taxonomy. Few or no questions asked.	Teacher allows inconsistent opportunities for critical thinking. Questions are limited and/or inconsistently reflect a variety of levels of Bloom’s Taxonomy.	Teacher allows consistent opportunities for critical thinking. Questions are of high quality and reflect a variety of levels of Bloom’s Taxonomy.	Teacher allows exemplary opportunities for critical thinking. Questions and activities are consistently of high quality fostering students’ self-directed reflections.
Standards 3-10 3-11 3-14 8-3 InTASC Standards 8(d), 8(e), 8(f), 8(g), 8(h), 8(i)		Teacher demonstrates little or no evidence of effective instructional strategies.	Teacher inconsistently demonstrates evidence of effective instructional strategies.	Teacher consistently demonstrates evidence of effective instructional strategies.	Teacher demonstrates a variety of appropriate instructional strategies.
Standard 3-12 3-13		Few or no students are actively engaged in the lesson or activity.	Students are inconsistently engaged in the lesson or activity.	Students are consistently and actively engaged in the lesson or activity.	Students are actively engaged and self-motivated to move beyond assignments to experience relevant learning for their diverse needs.

Comments:

Principle 8: Communicates Clearly and Accurately with Students

Standard 3-2:	Communicates to students specific standards and high expectations.
Standard 3-4:	Models the skills, concepts, attributes or thinking processes to be learned.
Standard 3-5:	Demonstrates effective written and oral communication.
Standard 3-6:	Uses appropriate language to communicate clearly and accurately with learners incorporating SEI and other strategies.
Standard 4-4:	Offers students appropriate and timely feedback on progress toward learning expectations.

Indicator	Not Observed	Ineffective	Developing	Effective	Highly Effective
Standards 3-4		Teacher demonstrates little or no evidence of modeling skills and strategies.	Teacher inconsistently models skills and strategies.	Teacher consistently models skills and strategies.	Teacher exceeds district expectations for modeling skills and strategies.
3-5		Teacher's spoken and written language is difficult to understand, inaccurate, and/or unclear.	Teacher's spoken and written language is clear and correct.	Teacher's spoken and written language is correct and expressive.	Teacher's spoken and written language is correct, expressive, enriching, and expands student vocabulary.
3-6		Teacher shows little or no evidence of appropriate strategies during instruction.	Teacher inconsistently incorporates appropriate strategies into daily instruction.	Teacher consistently embeds appropriate strategies into daily instruction.	Teacher consistently embeds appropriate instructional strategies in all curricular areas.

3-2 4-4		Teacher does not provide quality and timely feedback regarding performance standards and high expectations.	Teacher inconsistently provides quality and timely feedback regarding performance standards and high expectations.	Teacher consistently provides quality and timely feedback regarding performance standards and high expectations.	Teacher consistently provides high quality and specific feedback in a timely manner.
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Comments:

Principle 9: Works and Communicates with Parents	
Standard 2-8:	Listens thoughtfully and responsively.
Standard 4-4:	Offers students and parents appropriate and timely feedback on progress toward learning expectations.
Standard 5-1: InTASC	Works with parents to enhance student learning at home & school.
Standards10(d):	The teacher works collaboratively with learners and their families to establish mutual expectations and ongoing communication to support learner development and achievement.

Indicator	Not Observed	Ineffective	Developing	Effective	Highly Effective
Standards 4-4		Teacher provides little or no information regarding student achievement and classroom instructional program to parents.	Teacher inconsistently adheres to the district and school procedures for communicating with parents. Parent concerns are handled inconsistently.	Teacher consistently adheres to the district and school procedures for communicating with parents. Parent concerns are handled promptly and with sensitivity.	Teacher exceeds the district and school procedures for communicating with parents. Parent concerns are anticipated and handled promptly and with sensitivity.
2-8 5-1		Teacher demonstrates little or no response to parent concerns.	Teacher inconsistently works with parents to enhance student learning.	Teacher consistently works with parents to enhance student learning.	Teacher engages families in a variety of responsive, consistent, two-way communications in support of student success.

Comments:

Principle 10: Address the Needs of Exceptional Learners

Standard 8-3: Uses principles and techniques associated with various instructional strategies.
 Standard 8-5: Uses methods for recognizing and accommodating exceptional children.
 Standard 8-11: Provides services and resources to meet the needs of exceptional children and knows how to access the services and resources.
 Standard 9-1: Demonstrates knowledge of disabilities and their education laws, rules and regulations.
 Standard 9-2: Demonstrates knowledge of state and federal special education laws, rules and regulations.
 Standard 9-5: Assists in the design and implementation of individualized education programs through diagnostic teaching, instructional adaptations and individual management techniques.

Indicator	Not Observed	Ineffective	Developing	Effective	Highly Effective
Standards 8-3 9-1 9-2		Teacher demonstrates few or no modifications/accommodations for students with special needs.	Teacher demonstrates limited modifications/accommodations for students with special needs.	Teacher consistently demonstrates modifications/accommodations for all students with special needs.	Teacher demonstrates highly proficient cross-curricular teaching techniques to accommodate differences in learning styles and abilities incorporating services, resources, and research.

8-5 8-11		Teacher does not utilize services/resources to assist in meeting the needs of exceptional students.	Teacher inconsistently utilizes services/resources to assist in meeting the needs of exceptional students.	Teacher consistently utilizes services/resources to assist in meeting the needs of exceptional students.	Teacher seeks additional services to assist in meeting the needs of exceptional students.
9-5		Teacher does not or seldom assists in the design and implementation of Individual Education Program (IEP).	Teacher is inconsistent in the design and implementation of Individual Education Program (IEP).	Teacher consistently assists in the design and implementation of Individual Education Program (IEP).	Teacher effectively assists in the design and implementation of Individual Education Program (IEP).

Comments:

Principle 11: Leadership and Collaboration with Colleagues, Parents, Community and Agencies

Standard 5-2: InTASC Collaborates with other professionals and agencies to improve the overall learning environment for students.
 Standard 10(e): Working with school colleagues, teacher builds ongoing connections with community resources to enhance student learning and well being.
 Standard 5-3: Accesses the community resources and services to foster student learning.
 Standard 5-4: InTASC Demonstrates productive leadership and team membership skills that facilitate the development of mutually beneficial goals.
 Standard 10(a): The teacher takes an active role on the instructional team, giving and receiving feedback on practice, examining learner work, analyzing data from multiple sources, and sharing responsibility for decision making and accountability for each student's learning.
 10(f): The teacher engages in professional learning, contributes to the knowledge and skill of others, and works collaboratively to advance professional practice.
 10(h): The teacher uses and generates meaningful research on education issues and policies.
 10(i): The teacher seeks appropriate opportunities to model effective practice for colleagues, to lead professional learning activities, and to serve in other leadership roles.

10(j):	The teacher advocates to meet the needs of learners, to strengthen the learning environment, and to enact system change.
10(k):	The teacher takes on leadership roles at the school, district, state, and/or national level and advocates for learners, the school, the community, and the profession.
Standard 5-5: InTASC	Collaborates with colleagues to achieve school and district goals.
Standard10(b):	The teacher works with other school professionals to plan and jointly facilitate learning on how to meet diverse needs of learners.
10(c):	The teacher engages collaboratively in the school-wide effort to build a shared vision and supportive culture, identify common goals, and monitor and evaluate progress toward those goals.
10(d):	The teacher works collaboratively with learners and their families to establish mutual expectations and ongoing communication to support learner development and achievement.
10(g):	The teacher uses technological tools and variety for communication strategies to build local and global learning communities that engage learners, families, and colleagues.

Indicator	Not Observed	Ineffective	Developing	Effective	Highly Effective
Standards 5-2 5-3 5-5		Teacher demonstrates little or no collaboration with colleagues, community, and other professionals to improve overall learning and achieve school and district goals.	Teacher inconsistently collaborates with colleagues, community, and other professionals to improve overall learning and achieve school and district goals.	Teacher consistently collaborates with colleagues, community, and other professionals to improve overall learning and achieve school and district goals.	Teacher volunteers to participate in school and district events or projects making a substantial contribution.
5-4		Teacher demonstrates little or no leadership and team skills.	Teacher inconsistently demonstrates leadership and team skills.	Teacher consistently demonstrates leadership and team skills.	Teacher assumes a leadership role in some aspect of school life and initiates collaboration with colleagues.

Comments:

Principle 12: Professional Growth and Responsibilities	
InTASC Standards9(a):	The teacher engages in ongoing learning opportunities to develop knowledge and skills in order to provide all learners with engaging curriculum and learning experiences based on local and state standards.
9(b):	The teacher engages in meaningful and appropriate professional learning experiences aligned with his/her own needs and the needs of the learners, school, and system.
Standard 2-10	Applies to daily practice the ethics of the profession.
Standard 4-5:	Maintains privacy of student records and performance.
Standard 8-12	Understands schools as organizations within the larger community context and the operations of the relevant aspects of the educational system.
InTASC Standards9(e):	The teacher reflects on his/her personal biases and accesses resources to deepen his/her own understanding of cultural, ethnic, gender, and learning differences to build stronger relationships, and create more relevant learning experiences.
Standard 8-13	Abides by laws and ethics related to student, parent and teacher rights and responsibilities.
InTASC Standards9(f):	The teacher advocates, models and teaches safe, legal, and ethical use of information and technology including appropriate documentation of sources and respect for others in the use of social media.

Indicator	Not Observed	Ineffective	Developing	Effective	Highly Effective
InTASC Standards 9(a) 9(b)		Teacher engages in little or no professional learning experiences.	Teacher inconsistently engages in professional learning experiences.	Teacher consistently engages in professional learning experiences.	Teacher actively seeks opportunity for appropriate professional learning experiences.
Standards 2-10 4-5 8-12 8-13		Teacher demonstrates little or no adherence to district and site professional responsibilities in	Teacher inconsistently adheres to district and site professional responsibilities in accordance with	Teacher consistently adheres to district and site professional responsibilities in accordance with	Teacher exceeds in demonstrating a commitment to district and site professional

		accordance with district and site teacher handbooks and Board Policy.	district and site teacher handbooks and Board Policy.	district and site teacher handbooks and Board Policy.	responsibilities in accordance with district and site teacher handbooks and Board Policy.
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Comments:

I have read and received a copy of this document.

I understand that I have the right to attach a written response to this evaluation and submit it to the evaluator or District Personnel Department within 14 days of receipt.

I understand that my signature acknowledges that I have read and received a copy of this document, but does not indicate concurrence with the contents of the evaluation.

Teacher Signature

Date

Evaluator Signature

Date

Final Evaluation Summary

2021 - 2022

All teachers will be evaluated on the Teacher “B” model with 67% of the final score based upon the Standards Evaluation completed by the qualified evaluator and 33% of the final score based upon multiple points of School Performance and Growth Data.

- **Teacher “B”**

- **67% Standards Evaluation**

(Principal Observations)

HE = 2.0 E = 1.5 D = 1 I = 0

The arithmetic average of all 29 ratings (excluding “Not Observed”) will determine 67% of the evaluation score.

- **33% School Performance and Growth Data**

School Letter Grade – 3-8 Grade AZ Merit, All Students - Growth and Proficiency – A=3, B=2, C=1, D=0

Parent Survey – 95%+ = 2, 85-94% = 1.5, 75-84% = 1, 74%-below = 0
(% of “Strongly Agree” and “Agree” responses on questions 9, 14, 15, 17)

ELL - Growth and Proficiency – AIMS Web K-2, AZ Merit Grade 3-8 -10 points = 2.0,
9.9-7.6 = 1.5, 7.5-5.2 = 1, 2.8-below = 0

Special Education – Growth and Proficiency – AIMS Web K-2, AZ Merit Grade 3-8 – 4%
= 2, 2% = 1, 0% = 0

AIMS Web – K-8 All Students – Mean growth – Top 33% = 2, Mean growth – Middle
33% = 1.5, Mean growth – Bottom 33% = 1

The arithmetic average of these five measures will determine 33% of the evaluation score.

Final Score Evaluation Range - Standards Instrument (67%) + School Data (33%)

Ineffective	Developing	Effective	Highly Effective
0.00 to 0.74	0.75 to 1.25	1.26 to 1.75	1.76 to 2.00

_____ I understand that my signature acknowledges that I have read and received a copy of this document, but does not indicate concurrence with the contents of the evaluation.

_____ I understand that I have the right to attach a written response to this evaluation and submit it to the evaluator or the District Human Resources Department within 14 days of receipt.

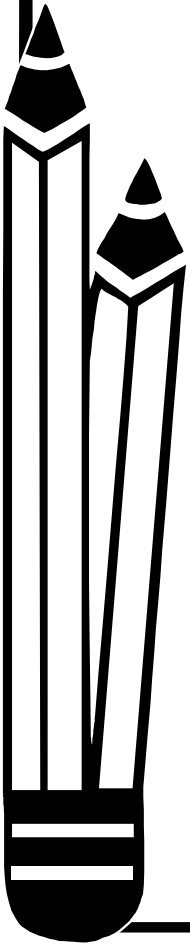
Teacher Signature

Date

Evaluator Signature

Date

Teacher Mentoring Program



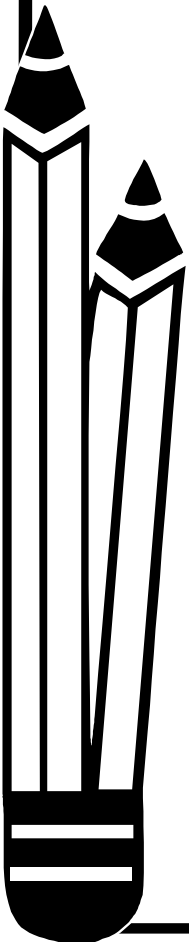
New Teacher Support

The Cartwright Elementary School District has full time Induction and Retention Specialists whose responsibility is to support new teachers. Each Induction and Retention Specialist is assigned new teachers to work with one-on-one. They will provide each new teacher on-site support totaling approximately two (2) hours per week.

Cartwright School District strives to develop and maintain a professional environment that is supportive of its teachers and students. Our ultimate goal is to provide support and professional development for our new teachers, based on research about education and how children learn, in order to ensure success in teaching and learning. Therefore, our induction program focuses on the following:

1. Creating an Environment of Respect and Rapport
2. Establishing a Culture for Learning; Student Pride in Work/Expectations
3. Managing Student Behavior
4. Analyzing Student Data to Guide Instructions
5. Designing Lessons that Focus on Academic Standards Student Learning
6. Demonstrating Knowledge of Content
1. Engaging Students in Learning
2. Communicating Clearly and Accurately with Students
3. Working and Communicating with Parents
4. Addressing the Needs of Exceptional Learners
5. Leadership and Collaborating with Colleagues, Parents, Community, and Agencies
6. Professional Growth and Responsibilities

**Extra Pay
For
Extra Duty
Pay
Schedule
(Certified)**



Extra Pay for Extra Duty Pay Schedule

Extra Pay for Extra Duty Assignments (See Teacher Handbook Section 3.5 A, B, C for positions)

Rate of Pay - The rate of pay for each position shall be as follows:		
Step 1:	\$1,500	Beginning Salary
Step 2:	\$1,750	Beginning on an employee's third extra duty contract.
Step 3:	\$2,000	Beginning on an employee's fifth extra duty contract.

The activities listed below must meet the funding source criteria in order to be eligible for compensation.

Additional Compensation

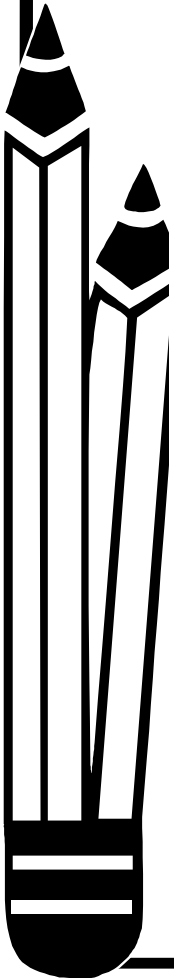
Position	Hourly Rate	Description
Training and Translating outside the contract day	\$20	Teachers who attend District/Site sponsored training outside contract hours.
Curriculum Writing	\$25	Teachers who serve on District/Site curriculum writing committees outside of contract hours.
Tutoring/Intervention	\$25	Teachers who tutor students in District/Site sponsored programs after school. The hourly rate shall be based on fifteen (15) minutes of preparation time for every forty-five (45) minutes taught.
Intersession, Summer School, and Saturday Classes/Programs	\$30	Teachers who teach District/Site sponsored classes or programs during intersessions, summer break or on Saturdays receive \$30 per hour. (Teachers are limited to teaching one week during spring intersession). The hourly rate shall be based on fifteen (15) minutes of preparation time for every forty-five (45) minutes taught.
District-Wide Committee Work (Intersessions, summer break, or Saturdays) School /District Improvement-Planning and Monitoring	\$25/\$30*	Teachers who participate in District-Wide committee work during intersessions, summer break, or on Saturdays. (Teachers are limited to additional compensation during one week of spring intersession). Teachers who participate in school/district improvement planning and/or monitoring.
District Level Assessments and Projects	\$20	Teachers who participate in administration, scoring and/or evaluation of assessments or instructionally based projects.
Adult Education	\$35	Teachers who teach District/Site sponsored classes or programs for adults outside contract

Addendums

Position	Amount Per Year	Description
Art Coordinator	\$5,000	This addendum is based upon 2.5 additional weeks or 12.5 days of work (\$1,000 per week) with an additional \$2,500 for duties above and beyond typical teacher responsibilities during the school year.
Music Coordinator	\$5,000	
P.E. Coordinator	\$5,000	
Speech/Language Coordinator	\$5,000	
Mentor Coordinator	\$5,000	

1. \$30 rate will be applied for Saturdays, Intersessions, and Summer Work.

**Selected
Governing
Board
Policies
&
Administrative
Regulations**



NONDISCRIMINATION / EQUAL OPPORTUNITY

The Board is committed to a policy of nondiscrimination in relation to race, color, religion, sex, age, national origin, and disability. This policy will prevail in all matters concerning staff members, students, the public, educational programs and services, and individuals with whom the Board does business. Furthermore, the Board recognizes the right to oppose discriminatory practices and is committed to preventing retaliation against individuals based on their protected class status of race, color, religion, sex, age national origin and disability.

Adopted: May 24, 2017

LEGAL REF.:

A.R.S.

[23-341](#)

[41-1463](#)

Arizona Constitution, Ordinance Art. XX, Par. Seventh

20 U.S.C. 1400 et seq., Individuals with Disabilities Education Act

20 U.S.C. 1681, Education Amendments of 1972, Title IX

20 U.S.C. 1703, Equal Employment Opportunity Act of 1972

29 U.S.C. 794, Rehabilitation Act of 1973, (Section 504)

42 U.S.C. 2000, Civil Rights Act of 1964, Titles VI and VII

42 U.S.C. 12101 et seq., Americans with Disabilities Act

CROSS REF.:

[ACA](#) - Sexual Harassment

[GBA](#) - Equal Employment Opportunity

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

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

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

[JB](#) - Equal Educational Opportunities

[JII](#) - Student Concerns, Complaints and Grievances

[JK](#) - Student Discipline

[JKD](#) - Student Suspension

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

AC-R

REGULATION

NONDISCRIMINATION / EQUAL 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, as well as conduct interviews and/or review pertinent documentation as part of the investigation; unless, it is established that there are no interviews needed or documents to be reviewed. 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 have five (5) working days from the completion of the investigation to determine whether or not to hold an informal hearing and/or to recommend bringing the matter before the Board, unless extenuating circumstances require an extension of the five (5) day timeframe. If an extension is deemed necessary, the Superintendent will notify all the parties in writing and include the date by which the Superintendent will make the determination of whether or not to hold the informal 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 JK, JKD and JKE.

The outcome and resolution of the Superintendent's investigation shall be provided to the parties involved, in writing and within fifteen (15) working days of the Superintendent's final determination, regardless of whether or not a violation of policy is deemed to have taken place. Either party may appeal the decision of the Superintendent by writing to the Governing Board within fifteen (15) working days of receiving the Superintendent's written decision. The Governing Board shall not consider any new documentation or evidence not included in the original investigation upon appeal. The Governing Board shall issue a written decision to all parties in response to the appeal no later than thirty (30) working days after its filing.

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 fifteen (15) working days.

If the immediate supervisor or site administrator does not respond, the Superintendent will have fifteen (15) 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) working days to respond to the complaining party in writing.

AC-E ©

EXHIBIT

NONDISCRIMINATION / EQUAL OPPORTUNITY

COMPLAINT FORM

(To be filed with the compliance officer as provided in AC-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.

If there is anyone who could provide more information regarding this, please list name(s), address(es), and telephone number(s).

Name Number	Address	Telephone

The projected solution

Indicate what you think can and should be done to solve the problem. Be as specific as possible.

I certify that this information is correct to the best of my knowledge.

Signature of Complainant

The compliance officer, as designated in AC-R, shall give one (1) copy to the complainant and shall retain one (1) copy for the file.

ACA © SEXUAL HARASSMENT

All individuals associated with this District, including, but not necessarily limited to, the Governing Board, the administration, the staff, and students, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment.

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

- Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment or education; or
- Submission to or rejection of such conduct is used as a basis for employment or education decisions affecting such individual; or
- Such conduct has the purpose or effect of substantially interfering with an individual's educational or work performance, or creating an intimidating, hostile, or offensive employment or education environment.

Sexual harassment may include, but is not limited to:

- Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding or blocking movement, leering, gestures, or display of sexually suggestive objects, pictures, or cartoons.
- Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment.)
- Implying or withholding support for an appointment, promotion, or change of assignment; suggesting that a poor performance report will be prepared; suggesting that probation will be failed; implying or actually withholding grades earned or deserved; or suggesting that a scholarship recommendation or college application will be denied.
- Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee; or engaging in coercive sexual behavior to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.
- Offering or granting favors or educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable

duties or shifts, recommendations, reclassifications, et cetera, in exchange for sexual favors.

Anyone who is subject to sexual harassment, or who knows of the occurrence of such conduct, should inform the compliance officer, as provided in ACA-R.

A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action.

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

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

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[41-1461](#) et seq.

20 U.S.C. 1681, Education Amendments of 1972, Title IX

20 U.S.C. 1703, Equal Employment Opportunity Act of 1972

42 U.S.C. 2000, Civil Rights Act of 1964 as amended, Title VII

CROSS REF.:

[AC](#) - Nondiscrimination/Equal Opportunity

[GBA](#) - Equal Employment Opportunity

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

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

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

[JB](#) - Equal Educational Opportunities

[JII](#) - Student Concerns, Complaints and Grievances

[JK](#) - Student Discipline

[JKD](#) - Student Suspension

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

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

ACA-R ©

REGULATION

SEXUAL HARASSMENT

Compliance Officer

The Superintendent shall be the compliance officer. Any person who feels unlawfully discriminated against or who has 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 JK, JKD and JKE.

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

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.

ACA-E ©

EXHIBIT

SEXUAL HARASSMENT

COMPLAINT FORM

(To be filed with the compliance officer as provided in ACB-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.

If there is anyone who could provide more information regarding this, please list name(s), address(es), and telephone number(s).

Name	Address	Telephone Number
------	---------	------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The projected solution

Indicate what you think can and should be done to solve the problem. Be as specific as possible.

I certify that this information is correct to the best of my knowledge.

Signature of Complainant

The compliance officer, as designated in ACA-R, shall give one (1) copy to the complainant and shall retain one (1) copy for the file.

ACAA ©
TITLE IX SEXUAL HARASSMENT

Title IX of the Federal Education Amendments Act protects people from discrimination based on sex in education programs or activities that receive Federal financial assistance. The District does not discriminate on the basis of sex and is required by Title IX not to discriminate in such a manner. The District adheres to all conditions established by Title IX by recognizing the right of every student who attends school in the District and every employee who works in the District to do so without the fear of sexual harassment.

The District accepts and shall employ the definition of sexual harassment as established by the Title IX regulations. Sexual harassment means conduct on the basis of sex that satisfies one (1) or more of the following:

- A. An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
- B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- C. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

The District also accepts and shall employ the definition of a complainant as an individual who is alleged to be the victim of conduct that could constitute sexual harassment, and a respondent as an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

The District shall designate and authorize an employee as the "Title IX Coordinator" to comply with its responsibilities pertaining to sexual harassment under Title IX. Inquiries about the application of Title IX may be referred to the District's Title IX Coordinator.

Any person may report sex discrimination, including sexual harassment, regardless of whether the person reporting is the person alleged to be the victim of the reported conduct or not. A report may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator. The District shall notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator.

The District will respond promptly when any school employee has notice of sexual harassment. Upon receipt of notice of sexual harassment, the District shall notify

students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the District's grievance procedures and grievance process, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the District shall respond. The District is committed to investigating each formal complaint submitted and to taking appropriate action on all confirmed violations of policy. The District shall follow grievance procedures that provide for the prompt and equitable resolution of complaints from students and employees alleging sexual harassment.

The District shall, to the extent reasonably feasible, keep confidential the identity of any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as is necessary to carry out the grievance process and as may otherwise be permitted by law.

Title IX sexual harassment complaints may include violations covered by Arizona's mandatory reporting statute, A.R.S. [§13-3620](#). Any abuses classified by statute as "reportable offenses" must be reported as such to the authorities because not reporting a reportable offense is classified as a Class 6 Felony.

Retaliation Prohibited

Neither the District nor any person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has in good faith made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing. Intimidation, threats, coercion, or discrimination, including charges against an individual for violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

Adopted: August 27, 2020

LEGAL REF.:

A.R.S.

[13-3620](#)

20 U.S.C. 1092

20 U.S.C. 1681, Education Amendments of 1972, Title IX

34 U.S.C. 12291

CROSS REF.:

[AC](#) - Nondiscrimination/Equal Opportunity

[JB](#) - Equal Educational Opportunities

ACAA-R ©

REGULATION

TITLE IX SEXUAL HARASSMENT

Title IX Coordinator

The Superintendent shall appoint an employee as the "Title IX Coordinator." If the Title IX Coordinator is the respondent, the complaint shall be filed with the Superintendent.

Title IX Coordinator:

Name/Title: Dr. Heather Cruz

Address: 5220 W. Indian School Rd.
Phoenix, AZ 85301

E-mail: hcruz@csd83.org

Telephone: 623-691-4026

Response to Sexual Harassment

When the District has actual knowledge of sexual harassment in an education program or activity of the District against a person in the United States, it shall respond promptly in a manner that is not deliberately indifferent.

A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to a District's Title IX Coordinator or to any employee.

B. An "education program or activity" includes locations, events, or circumstances over which the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs, and also includes any building owned or controlled by a student organization that is officially recognized by the District.

C. A District is "deliberately indifferent" only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

The District's initial response to any report of sexual harassment must treat complainants and respondents equally by offering supportive measures to both and must follow the established grievance process before disciplining a respondent.

Even if no formal complaint has been filed, the Title IX Coordinator shall promptly:

- A. Contact the complainant to discuss the availability of supportive measures;
- B. Consider the complainant's wishes with respect to supportive measures;
- C. Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- D. Explain to the complainant the process for filing a formal complaint.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, and other similar measures. The District shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The District may remove a respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Response to a Formal Complaint

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed above, and by any additional method designated by the District that results in the Title IX Coordinator receiving the complaint.

The District may place a non-student employee respondent on administrative leave during the pendency of a grievance process in response to a formal complaint. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

For the purpose of addressing formal complaints of sexual harassment, this grievance process shall comply with the following basic elements:

A. Provide written notice to all parties upon receipt of complaint, which must include:

1. Notice of the District's formal grievance process, including any informal resolution process;
2. Notice of the allegations, including sufficient details to allow respondent to prepare a response (such as the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident);
3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
4. Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
5. Notice of any provision in the District's code of conduct that prohibits knowingly making false statements or providing false information in the grievance process.

B. Treat complainants and respondents equitably;

C. Require an objective evaluation of all relevant evidence;

D. Require that the Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process, be properly trained and not have a conflict of interest against complainants and respondents generally or against the particular complainant and respondent;

E. Include a presumption that the respondent is not responsible for the alleged conduct until a determination has been made at the conclusion of the grievance process;

F. Include reasonably prompt timeframes for the conclusion of the grievance process;

G. Describe or list the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility;

H. State that the District uses a preponderance of evidence standard to determine responsibility;

I. Include the procedures and permissible reasons for appeal by a respondent or a complainant;

J. Describe the range of supportive measures available to complainants and respondents; and

K. Not require, allow, or use evidence or questions that constitute or seek legally privileged information, unless the privilege is waived.

If the conduct alleged in a formal complaint does not meet the Title IX definition of sexual harassment as established in Governing Board policy, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District shall dismiss the allegations for purposes of Title IX but may still address the allegations in any manner the District deems appropriate under other District policies.

The District may dismiss a formal complaint or any allegations therein, if at any time:

A. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

B. The respondent is no longer enrolled or employed by the District; or

C. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal of a formal complaint or any allegations therein, the District shall promptly send written notice of the dismissal, including the reasons for the dismissal, simultaneously to the parties.

When investigating a formal complaint and throughout the grievance process, the District shall:

A. Ensure that the burden of proof and the burden of gathering evidence rests on the District and not on the parties, except that certain treatment records cannot be obtained without voluntary, written consent of a party;

B. Provide an equal opportunity for the parties to present witnesses and evidence;

C. Not restrict the ability of either party to discuss the allegations or to gather and present evidence;

D. Provide the parties with the same opportunities to have others present during any meeting or grievance proceeding;

E. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of any meeting or grievance proceeding, with sufficient time for the party to prepare to participate;

F. Provide both parties an equal opportunity to inspect and review any evidence so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation (prior to completion of the investigative report, the investigator will send to each party and the party's advisor, if any, a copy of all evidence gathered

during the investigation and will allow the parties at least ten (10) days to submit a written response to any of the evidence); and

G. Create an investigative report that fairly summarizes relevant evidence and, at least ten (10) days prior to a determination of responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response.

After the District has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker(s) shall afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence are offered to prove consent.

The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), shall apply the District's established standard of evidence and shall issue a written determination regarding responsibility that includes:

- A. Identification of the allegations potentially constituting sexual harassment;
- B. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- C. Findings of fact supporting the determination;
- D. Conclusions regarding the application of the District's code of conduct to the facts;
- E. A statement of and rationale for the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity shall be provided by the District to the complainant; and
- F. The District's procedures and permissible bases for the complainant and respondent to appeal.

The District shall provide the written determination to the parties simultaneously. The Title IX Coordinator is responsible for effective implementation of any remedies.

The District shall offer both parties the right to appeal from a determination regarding responsibility and from a dismissal of a formal complaint or any allegations therein, on the following bases:

- A. Procedural irregularity that affected the outcome of the matter;
- B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- C. The Title IX Coordinator, investigator(s), or decision-makers(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affect the outcome of the matter.

As to all appeals, the District shall:

- A. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- B. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
- C. Ensure that the decision-maker(s) for the appeal does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- D. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- E. Issue a written decision describing the result of the appeal and the rational for the result; and
- F. Provide the written decision simultaneously to both parties.

The District may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment. Similarly, the District may not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility during a formal complaint process, the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the District:

- A. Provides to the parties a written notice disclosing:
 - 1. The allegations;
 - 2. The requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from

the informal resolution process and resume the grievance process with respect to the formal complaint; and

3. Any consequences resulting from participating in the informal resolution process, including the records that shall be maintained or could be shared;

B. Obtains the parties' voluntary, written consent to the informal resolution process; and

C. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

The District shall maintain for a period of seven (7) years records of:

A. Each sexual harassment investigation including:

1. Any determination regarding responsibility;

2. Any disciplinary sanctions imposed on the respondent; and

3. Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity.

B. Any appeal and the result therefrom;

C. Any informal resolution and the result therefrom; and

D. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District shall make these training materials publicly available on its website, or if the District does not maintain a website the District shall make these materials available upon request for inspection by members of the public.

The District shall create and maintain for a period of seven (7) years, records of any actions, including supportive measures taken in response to a report or formal complaint of sexual harassment. In each instance, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If a District does not provide a complainant with supportive measures, then the District shall document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

DKA ©
PAYROLL PROCEDURES / SCHEDULES

The District will establish two (2) or more days in each month, not more than sixteen (16) days apart, as fixed paydays for payment of wages in accord with Arizona Statute. Employees may choose to have their salaries paid in full upon the last pay date following completion of their assignments or may annualize their pay. Employees who choose to receive payment of wages beyond the period in which the wages were earned (deferred payment) will be subject to Internal Revenue Service (IRS) penalties unless they provide a written election of such deferral prior to the first duty day of the year of deferral. Forms for such deferral shall be made available. Any change to the election must be made prior to the first duty day of the fiscal year of the deferment.

An employee who quits the service of the District shall be paid all wages due on the regular payday for the pay period during which termination occurs. Such wages may be paid by mail if requested.

An employee who is discharged from service of the District shall be paid all wages due within ten (10) calendar days from the date of discharge.

Adopted: April 11, 2018

LEGAL REF.:

A.R.S.

[15-502](#)

[23-351](#)

[23-353](#)

CROSS REF.:

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

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

DKB © SALARY DEDUCTIONS

The Superintendent shall establish procedures that conform to all requirements of the law and all policies of the District, that ensure employees receive paychecks not later than the stated payroll dates, and that ensure all amounts withheld from employee compensation are remitted and reported appropriately, correctly, and timely.

Involuntary Deductions (Public Record)

Federal and Arizona income taxes, Social Security (OASI/FICA), and employee contributions to the Arizona State Retirement System (ASRS) will be deducted as mandated by state and federal statutes. All other deductions must be authorized by the Board and the employee unless ordered by a court of competent jurisdiction.

Voluntary Deductions and Redirections (Not Public Record)

The following deductions and redirections have been authorized by the Board:

- Insurance premiums for staff members or dependents who are being covered under Board-approved Section 125 cafeteria programs.
- Direct deposits of net payroll with financial institutions.
- Tax-sheltered annuities for companies approved by the District.
- Credit union deposits.
- U.S. Savings Bonds.
- Professional dues.
- Contributions to qualified charitable organizations.
- Contributions to a public school for the support of extracurricular activities or character education programs of the public school.

Adopted: August 21, 2013

LEGAL REF.:

A.R.S.

[15-121](#)

[15-135](#)

[23-352](#)

[42-2001](#)

[43-401](#)

ECABA IDENTIFICATION BADGES FOR STAFF AND VISITORS

All District employees, including certificated and support staff substitutes, will be provided picture identification badges. Employees and substitutes will wear their badges to assure easy identification while at work and all other school sponsored activities.

All visitors to any school facility must wear a school-issued "visitor" badge/pass at all times.

It is the responsibility of each site administrator to ensure that this policy is followed. Employees who fail to follow this policy are subject to disciplinary action.

Adopted: July 3, 2013

LEGAL REF.:

A.R.S.

[13-2905](#)

[13-2911](#)

[13-3102](#)

[13-3411](#)

[13-3622](#)

[15-341](#)

[15-507](#)

[36-2802](#)

CROSS REF:

[EB](#) - Environmental and Safety Program

[GBEB](#) - Staff Conduct

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

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

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

[KI](#) - Visitors to Schools

ECABA-EA

EXHIBIT

**IDENTIFICATION BADGES FOR
STAFF AND VISITORS**

REQUEST FOR EMPLOYEE IDENTIFICATION BADGE

(Top portion must be completed and identification verified for everyone.)

For employees, signature of Supervisor/Human Resources required before employee badge may be produced.)

Employee Name: _____

School/Department: _____

Position: _____

Reason for badge request:

- new hire
- position change
- name change
- lost badge

Supervisor/Human Resources Printed Name

Supervisor/Human Resources Signature

Date

***Employee's receipt of badge and understanding of
Governing Board Policy ECABA***

Employee Printed Name

Employee Signature

Date

Employee identification badge creator, please return this form to Human Resources for placement in employee's personnel file. Thank you.

ECABA-EB

EXHIBIT

**IDENTIFICATION BADGES FOR
STAFF AND VISITORS
REQUEST FOR VISITOR BADGE/PASS
TO CONDUCT SCHOOL BUSINESS**

(Top portion must be completed and identification verified for everyone.)

Visitor printed name: _____

School/Room/Department/Office: _____

Type of Identification Verified:

Driver's license: _____
Number and State or Country of origin

State/country issued picture identification card: _____
Number and State or
Country of origin

Passport: _____
Number and State or Country of origin

Other picture identification/Voter Registration card: _____
Number and State or
Country of origin

Reason for Badge Request:

- visit to classroom parent/teacher conference
- volunteer activity other school sponsored activity

**Visitor's receipt of badge and understanding of Policies
ECABA - Identification Badges for Staff and Visitors,
KI and Regulation KI-R - Visitors to Schools.**

Visitor Signature

Date

Visitor Badge/Pass Creator Printed Name

Date

Visitor badge/pass creator, please replace visitor log with this sheet. Thank you.

EEAEAA ©
DRUG AND ALCOHOL TESTING OF
TRANSPORTATION EMPLOYEES

The District is committed to the establishment of a drug and alcohol misuse prevention program that meets or exceeds all applicable requirements of the Omnibus Transportation Employee Testing Act of 1991 (Omnibus Act). All statements in this document will be interpreted so as to conform to the Department of Transportation rules.

Each employee of the District who is required to have a commercial driver's license (CDL) for performance of job functions shall be prohibited from:

- Reporting for duty or remaining on duty to perform safety-sensitive functions as defined in 49 CFR 382.107 while having an alcohol concentration of 0.04 or greater. [49 CFR 382.201]
- Being on duty or operating a commercial motor vehicle (school bus) while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken. [49 CFR 382.204]
- Using alcohol while performing safety-sensitive functions. [49 CFR 382.205]
- Performing safety-sensitive functions within eight (8) hours after using alcohol. [49 CFR 382.207 and R17-9-102]
- Using alcohol within eight (8) hours following an accident or prior to undergoing a postaccident alcohol test, whichever comes first. [49 CFR 382.299]
- Refusing to submit to an alcohol or controlled substance test as required under postaccident, random, reasonable suspicion or follow-up testing requirements in DOT rules. [49 CFR 382.211]
- Reporting for duty or remaining on duty, requiring the performance of safety-sensitive functions, when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. [49 CFR 382.213]
- Reporting for duty, remaining on duty, or performing a safety-sensitive function if the driver tests positive for controlled substances. [49 CFR 382.215]

A driver will inform the supervising administrator of any therapeutic drug use. [49 CFR 382.213]

Drugs as used in this policy refers to controlled substances as covered by the Omnibus Act and to drugs circumscribed by the Arizona Revised Statutes, Title 13, Chapter 34.

All drivers shall be subject to pre-employment/pre-duty drug and alcohol testing, including reasonable suspicion, random, and post-accident testing in accord with the regulations of the Omnibus Act. If applicable, return to duty and follow up testing shall be required in accord with regulations of the Omnibus Act. [49 CFR 382.301 *et seq.*]

All offers of employment with the District for drivers will be made contingent upon pre-employment test results. An applicant testing positive for alcohol or controlled substances will not be employed. [49 CFR 382.505]

A transportation employee who refuses to submit to drug and alcohol testing or whose test results are positive may be disciplined in accordance with District policy up to and including being terminated from employment. [A.R.S. [15-513](#)]

Each driver who engages in the conduct prohibited herein shall:

- Be advised of resources available to the driver in evaluating and resolving problems associated with drug or alcohol use, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.
- Be evaluated by a substance abuse professional, who shall determine what assistance, if any, the employee needs to resolve drug or alcohol problems.
- Before return to duty in a safety-sensitive position, undergo a return-to-duty alcohol test with a result indicating less than 0.02 or a substance test with a verified negative result.
- If identified as needing assistance by a substance abuse professional, be evaluated by a substance abuse professional to determine if that driver has properly followed any rehabilitation program prescribed, and be subject to unannounced follow-up tests following return to duty in accord with federal regulations. [49 CFR 382.605]

The District shall assume the cost for the initial evaluation by a substance abuse professional to determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use. Evaluation and rehabilitation of the employee, if the employee is allowed to return to work in any position, shall be in accordance with 49 CFR 382.605 and by a substance abuse professional paid by the employee.

The School District shall assume the costs of the drug and alcohol testing of a transportation employee. If the results of the test are positive, the School

District may charge the costs of the test to the tested employee. The cost charged to the employee is limited to the actual costs incurred as a result of testing. If the results of a test are negative, the School District shall not charge the costs of testing to the tested employee. [A.R.S. [15-513](#)]

The Superintendent is responsible for supervision of the District drug and alcohol misuse prevention program. The Superintendent will develop procedures for the implementation of the program in compliance with the applicable provisions and regulations of the Omnibus Transportation Employee Testing Act of 1991 and Arizona Revised Statutes.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[15-513](#)

[13-3402](#)

49 U.S.C. 31306, (Omnibus Transportation Employee Testing Act of 1991)

49 C.F.R. Part 40

49 C.F.R. Part 382

49 C.F.R. Part 395

CROSS REF.:

[GBEC](#) - Drug-Free Workplace

[GBECA](#) - Nonmedical Use or Abuse of Drugs or Alcohol

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: date of Manual adoption

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

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 JK, JKD and JKE.

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

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.

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 the well-being of students the fundamental value of all decision making and actions.
- Maintains just, courteous, and proper relationships with students, parents, staff members, and others.
- Strives for the maintenance of efficiency and knowledge of developments in the employee's field of work.
- Fulfills job responsibilities with honesty and integrity.
- Directs any criticism of other staff members or of any department of the school system toward improving the District. Such constructive criticism is to be made directly to the school administrator who has the responsibility for improving the situation.
- Supports the principle of due process and protects the civil and human rights of all individuals.
- 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 the Governing Board's policies and administrative rules and regulations.
- Refrains from using school contacts and privileges to promote partisan politics, sectarian religious views, or selfish propaganda of any kind.

- Pursues appropriate measures to correct any laws, policies, or regulations that are not consistent with sound educational goals.
- Avoids using position for personal gain through political, social, religious, economic, or other influence.
- Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
- Stresses the proper use and protection of all school properties, equipment, and materials.
- Honors all contracts until fulfillment or release.

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

Adopted: date of 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 as described in Policy DJ, Purchasing (Purchasing Ethics Policy).

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: August 22, 2018

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

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 District activity or encourage any such disruption. No employee, other than one who has obtained authorization from the appropriate school administrator, shall carry or possess a weapon on school grounds. All employees shall at all times attempt to maintain order, abide by the policies, rules, and regulations of the District, and carry out all applicable orders issued by the Superintendent.

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

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

Reporting Suspected Crimes or Incidents

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

A person who is employed by the School District or is an applicant for employment with the School District, who is arrested for or charged with any 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 G. Prior to an

action to terminate for failure to report, an employee will be given the opportunity to provide a written explanation of circumstances or events which they believe mitigate the failure to report.

Use of Physical Force by Supervisory Personnel

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

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

Adopted: 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](#)

[15-514](#)

[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 Proper

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](#).

Employee Dress Guidelines

District employees are expected to dress appropriately for their position. Standardized guidelines have been developed to ensure all District employees meet (or exceed) high expectations required to positively represent the site, District, and education profession. This is not an exhaustive list of do's and don'ts. It is meant to clarify "professional dress" by providing a picture of what is generally acceptable according to Cartwright community standards. As trends change, new questions will arise. These guidelines will be reviewed annually.

Acceptable:

Clothing should have adequate coverage to allow a safe and full range of movement without skin or undergarments showing. Individuals wearing a District uniform must wear the entire uniform at all times and must maintain a neat and clean appearance.

Monday - Friday Business Casual Dress - Listed below is an overview of what is generally accepted as "business casual" attire.

A. Slacks/Pants/Shorts: Slacks/pants of all materials except for those listed on the unacceptable list. Slacks/pants include: capris, gauchos, and walking (dressy) shorts as long as they are no more than three (3) inches above the knee.

B. Skirts/Dresses: Skirts, dresses, skorts - no more than three (3) inches above the knee.

C. Shirts, Tops/Blouses: Casual shirts, dress shirts, sweaters, tops, golf shirts are acceptable attire as long as they do not meet any of the "unacceptable" criteria listed below.

D. Shoes and Footwear: All shoes (except those on the unacceptable list), including tennis shoes, must be clean and neat. Sandals, leather or leather like with or without straps. Stricter requirements may exist depending on the job.

E. Appearance, Hygiene and Grooming: Employees must maintain good hygiene and have no offensive body odor. Hair and beards must be trimmed, neat and well-groomed and non-distracting. Visible tattoos must be non-distracting to the educational environment. Piercings in the ears are acceptable. Nostril piercing with visible portion no longer than three to four millimeters (3-4 mm) is acceptable. Clothing should be wrinkle-free.

Unacceptable:

A. Blue jeans are unacceptable for all employees except as listed below under exceptions.

B. Athletic wear including sweat suits and spandex pants, sagging pants, leggings or tights worn as slacks.

C. Non-uniform t-shirts

D. Torn, frayed or disheveled clothing.

E. Anything on the body with inappropriate language or symbols.

F. Low cut tops, spaghetti straps, tank tops, sheer body clinging fabrics/sheer fabrics, halter tops, midriff tops, tops with bare shoulders, visible undergarments and any clothing that exposes the midriff when sitting, bending or moving.

G. Flip-flops (beach, shower, rubber or plastic).

H. Hats or caps indoors.

I. Piercings other than ears and nostril with visible portion no longer than three to four millimeters (3-4 mm). Unacceptable nostril piercings include any ring type or circular barbell. No nasal septum or bridge piercings.

Exceptions:

A. Support Departments: (i.e., grounds, custodial, security, crossing guards, bus drivers, food service workers) may wear shorts or denim that meet all above criteria Monday - Friday.

B. Physical Education Staff: May wear shorts/matching, matching/coordinated warm up/sweat suits and t-shirts but must meet all other above criteria.

C. Blue jeans are acceptable for use by a supervisor as a reward incentive, fundraiser or for "Spirit Day" for a maximum of fifteen (15) days per school year. Supervisors will determine the acceptable days for wearing blue jeans, up to the site maximum of fifteen (15) days. Supervisors also have the authority to not provide a blue jean exception at their site.

Summer Break Attire:

Shorts no more than three (3) inches above the knee may be worn between the last day of the school year and first day of the next school year as long as all of the acceptable criteria are met.

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

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

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. 1308.11 through 1308.15.

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](#)

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

21 C.F.R. 1308.11 *et seq.*

34 C.F.R. Part 85

CROSS REF.:

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

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. 1308.11 through 1308.15.

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

GBEC-EB ©

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-EA 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: date of Manual adoption

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](#)

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

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

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

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

Adopted: April 9, 2014

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

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, post-exposure 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 post-exposure 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: date of Manual adoption

LEGAL REF.:

A.R.S.

[15-505](#)

[23-901](#)

[23-902](#)

[23-906](#)

[23-908](#)

[23-961](#)

[23-962](#)

CROSS REF.:

[EBBB](#) - Accident Reports

[GBGD](#) - Workers' Compensation

GBGCA © WELLNESS PROGRAMS

Measles (Rubeola)

It shall be a condition of employment that, unless exempted, all employees, including substitutes, shall present proof of immunity to Rubeola (measles) prior to reporting for work.

Evidence 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.
- 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 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.

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 adoption

LEGAL REF.:

A.R.S.

[36-624](#)

A.A.C.

[R9-6-347](#)

[R9-6-360](#)

[R9-6-704](#)

A.G.O.

I88-037

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.
- Anyone born prior to January 1, 1957 shall be considered to be immune to measles. (Rubeola)

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.

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 non-immunity 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.

GBGD ©
WORKERS' COMPENSATION

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

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[15-505](#)

[23-901](#)

[23-902](#)

[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 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.

Compensation Claims

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

- The physician will be responsible for reporting the circumstances of the injury to the District, the Industrial Commission, and the District's insurance carrier.
- 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.
- 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:
 - 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
 - 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.
- In no event will an employee receive a combined salary and worker's compensation in excess of the employee's regular salary.
- 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.

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 an individual's social security number on forms of identification.
- Transmit to another individual material that contains both the individual's social security number and the individual's financial institution account number. 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.

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: 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.*

[41-1482](#)

CROSS REF.:

[DKA](#) - Payroll Procedures/Schedules

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

GBJ-R

REGULATION

PERSONNEL RECORDS AND FILES

Transfer of Disciplinary Documentation from Personnel File to

Administrator's Sub-File

Employees shall be entitled to submit a written request to the Assistant Superintendent for Human Resources or designee to have documentation relating to letter of reprimand and/or suspensions transferred from their personnel file to a Personnel Services administrator's sub-file (which shall be maintained in a location other than the employee's file) as follows:

- A minimum of three (3) years has passed since the date the disciplinary action to which the documentation refers has occurred.
- During the intervening three (3) years, the employee has not been disciplined for the same or substantially similar behavior giving rise to the original letter of reprimand or suspension.

The Assistant Superintendent for Human Resources or designee shall notify the employee in writing within fifteen (15) working days as to whether the employee's request has been granted or denied. If it is not possible to render a decision within fifteen (15) working days, the employee shall be so notified.

GBK STAFF GRIEVANCES

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.

The decision of the Governing Board is final.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[38-532](#)

GBK-R

REGULATION

STAFF GRIEVANCES

General

Open Door Policy. In an effort to facilitate good communication between District employees and administrative staff, the District shall maintain an "open door" policy, whereby employees are encouraged to speak with their supervisors, and supervisors are expected to listen to employees, when employees have concerns regarding the actions of their supervisors. The window for Supervisor acknowledgement of the employee's open door request is two (2) working days.

Purpose of Procedure. The purpose of this procedure is to facilitate the prompt and fair resolution of employee grievances.

Scope of Procedure. This procedure pertains to employee complaints that there has been a violation, misinterpretation, or misapplication of a specific Board policy or administrative regulation that covers a term or condition of employment which adversely affects the employee. This procedure also pertains to teacher complaints that there has been a violation, misinterpretation, or misapplication of the "Agreement between the Governing Board and the Association elected by teachers."

Party in Interest/Grievant. A party in interest is the person(s) filing the grievance and any person who may be required to take action or against whom action may be taken as a result of the grievance. The individual(s) filing the grievance may also be referred to as a "Grievant."

Reprisals. Reprisals shall not be taken against any individual because of his/her participation in a grievance action.

Representation. A party in interest shall have the right to be accompanied by or represented by an individual of his/her choosing at all levels of the grievance procedure, with the exception that legal counsel shall not be permitted at Levels I and II unless prior approval of the District has been obtained. If the representative is not a Cartwright Elementary School District employee, the party in interest shall notify the District of the name of the chosen representative at least forty-eight (48) hours prior to any meeting held pursuant to this regulation. If such notification is not provided, the District may reschedule the meeting.

Disruption to School Activities. The Grievant or the Supervisor shall not disrupt classroom activities in any phase of the grievance procedure. The Grievant shall not involve students in any phase of the grievance procedure without first obtaining the permission of the Grievant's supervisor at Levels I and II, permission of the Superintendent at Level III, and permission of the Governing Board or arbitrator at Level IV. The Grievant and the Supervisor shall only involve students relevant to the

issue being grieved. Unless otherwise agreed by the parties, Level III and IV hearings shall be held outside the regular school day or during assigned periods that do not interfere with assigned duties.

Closed Meetings. Conferences held pursuant to this regulation shall be closed to the general school community and the public, unless otherwise required for Level IV hearings before the Board. No news releases shall be made concerning closed conferences held pursuant to this regulation.

Confidentiality of Grievance Documents. All documents generated pursuant to this regulation shall be kept separate from the Grievant's personnel file and shall be maintained under the Superintendent's supervision.

Withdrawal of Grievance. The Grievant may withdraw his/her grievance at any level of the proceedings.

Effect of Grievance. The filing or pendency of a grievance shall not necessarily operate to impede, delay, or interfere with the District's right to take the action complained of, subject, however, to the final decision on the grievance.

Time Limits. A Grievant's failure to appeal a decision at any level within the time required shall be deemed an acceptance of the decision, and there shall be no further right to appeal. If the Grievant does not receive a decision on a grievance within the time required, the Grievant shall be entitled to appeal to the next level. Time limits may be extended by mutual agreement or for good cause shown.

Definition: Working Days. For purposes of this regulation, working days shall mean normal working days (Monday through Friday) that the District's administrative offices and schools are open. Notwithstanding the foregoing, a working day shall not include a day on which the administrative employee required to respond to a grievance is on approved leave or is on temporary assignment away from his/her regular administrative duties.

Year End Grievance. A grievance that is not resolved prior to the end of the school year shall be processed in as timely a manner as possible following the end of the school year.

Level I - Conference

The Grievant shall attempt to resolve his/her grievance through informal discussions with the supervisor responsible for the action being grieved within twenty (20) days after the Grievant knows or should have known of the grievable action.

Level II - Written Grievance to Supervisor

Submission of Written Grievance. If the Grievant is not satisfied with the outcome of his/her conference with the supervisor, he/she may file a written grievance with

the supervisor within ten (10) working days following the conference. The written grievance should contain the following:

- The factual basis of the issue(s) grieved, including a statement of how the Grievant believes he/she was negatively impacted by the action/decision.
- The laws, policies, administrative regulations, rules, procedures, or "Agreement between the Governing Board and the Association elected by teachers" provisions that relate to the grievance.
- The names, addresses, and phone numbers (if known) of witnesses who have knowledge or information relevant to the grievance.
- A description of or copies of documents relevant to the grievance.
- Any other information that would be helpful to resolving the grievance.
- The Grievant's printed name and signature.
- The date the Grievant submitted the grievance.

Witnesses and evidence in existence at the time of the Level II grievance that are not disclosed at that time shall not be considered at Level III or Level IV, unless by special permission of the Superintendent, Governing Board, or arbitrator for good cause shown.

Conference. The parties-in-interest or the supervisor may request a personal conference prior to the time the supervisor renders a decision on the matter.

Written Response. The supervisor shall respond in writing to the grievance within ten (10) working days. The response shall include information regarding the Grievant's right to request a review by the Superintendent.

Level III - Superintendent's Review

Submission of Request for Review. If the Grievant is not satisfied with the supervisor's response, or if the grievance relates to an action of the Superintendent, the Grievant may file a request for review by the Superintendent within ten (10) days following receipt of the supervisor's response. The request shall include a copy of the Level II decision (if applicable) and state with specificity the reasons why the Grievant disagrees with the Level II decision or the Superintendent's action.

Conference. The parties-in-interest or the Superintendent may request a personal conference with the Grievant and any other appropriate individuals when the request for review has been submitted to the Superintendent. Any such conference should take place within seven (7) working days after receipt of the request for review.

Written Decision. The Superintendent or his/her designee shall provide the Grievant and the supervisor (if applicable) with a written decision regarding the grievance within seven (7) working days following receipt of the request for review or within seven (7) working days from the date of any conference held.

Level IV - Governing Board Review

Submission to Governing Board. If the Grievant is not satisfied with the Superintendent's decision, he/she may request that the Governing Board review the Superintendent's decision. The request shall be submitted within ten (10) working days after the Grievant receives the Superintendent's decision. The Grievant shall provide the Governing Board with copies of all pertinent documents and state with specificity the reasons why the Grievant disagrees with the Superintendent's decision. If the Governing Board chooses to hear or take action upon the grievance, it will generally do so based upon its review of the written record. In its sole discretion, the Governing Board may schedule a hearing for the purpose of taking testimony or receiving additional documentary evidence or for permitting oral presentations by the parties.

Written Decision. If the Governing Board has agreed to hear or take action upon the matter, it shall provide the Grievant and the Superintendent with a written decision regarding the grievance within a reasonable time after its review. The Governing Board's decision shall be final.

Arbitration Option

If the Grievant is not satisfied with the Superintendent's decision at Level III, and: (a) The Governing Board has declined to hear or take action upon the grievance; or (b) The Grievant wishes to submit the matter to an arbitrator for review; he/she may submit a written request to the Superintendent that the grievance be submitted to arbitration.

The District and the Grievant shall evenly share responsibility for paying all costs incurred for the arbitration. The Grievant shall be responsible for taking any and all steps required by his/her professional Association to obtain financial or other support from the Association.

Within five (5) working days after the Superintendent receives the Grievant's request for arbitration, the administration and the Grievant shall jointly select an arbitrator who in an experienced and impartial person of recognized competence. If the parties cannot reach agreement, the American Arbitration Association shall be called upon to select an arbitrator.

The arbitrator shall confer with the parties, review relevant documents, and hold such other meetings or hearings with the parties as the arbitrator deems necessary. The arbitrator shall issue a written report (which shall include findings of fact, analysis, and advisory recommendation(s)) to the parties within twenty (20) days after the close of the final meeting or hearing. If the parties agree to submit the

matter on the written record only, the arbitrator shall provide the parties with his/her written report within twenty (20) days after the written record was submitted to the arbitrator.

The arbitrator's report shall be submitted to the Board. The Board shall consider the report and provide the Grievant and the Superintendent with a written decision regarding the grievance. The Governing Board's decision shall be final.

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 violation of law.
- 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 action.
- Transfer or reassignment.
- Suspension, demotion, or dismissal.
- An unfavorable performance evaluation.
- Other significant changes in duties or responsibility that are inconsistent with the employee's salary or employment classification.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[15-514](#)

[23-425](#)

[38-532](#)

[41-785](#)

**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.

Each staff member shall be credited with a sick leave allowance at the rate of one (1) day per month up to ten (10) or twelve (12) days, determined by the number of months employed:

Twelve (12) month employment	twelve (12) days
Ten (10) month employment	ten (10) days

Staff hired prior to July 1, 2006 may accumulate unlimited sick leave. If hired on or after July 1, 2006, sick leave may be accumulated up to a maximum of one hundred twenty (120) days (nine hundred sixty [960] hours). For those hired after 2006, in each subsequent year, any sick days of one hundred twenty (120) days (nine hundred sixty [960] hours) accumulated during that year will be "sold back" (according to the provisions of 4.3 A.4 of the Meet & Confer Agreement that was Board approved on April 26, 2017) at the conclusion of that year.

When a staff member exhausts all days of accumulated sick leave, an unpaid leave of absence must be requested, pursuant to District policy.

Sick leave of any staff member who does not serve a full school year shall be prorated at the rate of one (1) day per month.

If an employee does not wish to return to her duties following childbirth, an extended leave of absence must be requested, consistent with existing District policy.

Upon request, the staff member shall inform the Superintendent of the following:

- A. Purpose for which sick leave is being taken.
- B. Expected date of return from sick leave.
- C. Where the staff member may be contacted during the leave.

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.

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

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 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.

J. At its discretion, an employer may loan earned paid sick time to an employee in advance of accrual by such employee.

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.

Adopted: May 10, 2017

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

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

Each staff member will be granted annual leave not to exceed two (2) days per year, accumulable to ten (10) days. Accumulated annual leave beyond ten (10) days shall be converted to sick leave. Requests to use annual leave of more than two (2) days must be received prior to the first day of leave, and must be approved by an administrator.

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 time. Annual leave shall not interfere with the educational program of the school or the District.

Annual leave will not be granted, except with permission by the Superintendent, during the following periods:

- On the day immediately preceding or following a holiday or vacation.
- During the first week of school or the last week of school.
- On a day when a teacher is scheduled to administer an Arizona State mandated summative assessment (unless prior to the scheduling of the state mandated assessments, prior authorization has been obtained from the site administration).

If annual leave is exhausted, two (2) days of sick leave may be used as annual leave with special permission by the Superintendent. Annual leave may be taken for religious observances. Salary shall be docked if annual leave is taken contrary to the agreement.

Adopted: April 26, 2017

LEGAL REF.:
A.R.S.
[15-510](#)

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

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

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

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

An *eligible* employee is one who has been employed by the District at least twelve (12) months and who has completed at least one thousand two hundred fifty (1,250) hours of service immediately prior to the time 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 service member shall be entitled to a total of twenty-six (26) workweeks of leave during a

twelve (12)-month period to care for the service member. The leave described to care for a covered service member shall only be available during one (1) single twelve (12)-month period.

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

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 service member being cared for by an employee) and the employee is unable to return to work, certification issued by the health care provider of the entity with the serious health condition shall be required to support the inability of the employee to return to work.

Intermittent or reduced time (IRT) leave. FMLA leave may be taken intermittently or on a reduced leave schedule under the following circumstances:

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

If approved by the District.

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

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

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

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

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

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

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

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

Health care continuation. An employee taking FMLA leave shall be entitled to have the health care plan in which the employee is participating continue under the same terms and conditions applicable to actively working employees. The District shall require the repayment of any health care premiums paid by the District for continuing coverage during the period of 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: date of Manual adoption

LEGAL REF.:

A.R.S.

[15-510](#)

Family and Medical Leave Act of 1993

29 C.F.R. Part 825



CARTWRIGHT SCHOOL DISTRICT NO. 83

220 W. Indian School Rd.

Phoenix, AZ 85031

(623) 691-4000

www.csd83.org

Learning for all. Every child, every school, every day.

One Team, Una Familia!

To: Cartwright District Schools and Departments

Re: Request for Donation of Leave Time

Any employee wishing to apply for Sick Leave Donation may do so under the provisions of the Meet and Confer Agreement, Benefits Section 4.3(A)3.

- An employee may be eligible to receive sick leave donations if the employee has depleted his/her sick leave and has been approved for extended unpaid leave due to a serious illness or injury to employee, their spouse or dependent children under the age of twenty-one (21). A serious injury is one that requires the employee to be absent for more than 5 consecutive work days and subsequent days, within the same fiscal year. No employee will be eligible for Sick Leave Donation after qualifying for long-term disability coverage.
- An employee may donate up to 10% of his/her accumulated sick leave. An employee may donate no more than (5) days (40 hours) in any given contract year. Donations to an employee's immediate supervisor are not permitted.

If you need to request Sick Leave Donation, contact Human Resources for information.

EXHIBIT

**PROFESSIONAL / SUPPORT STAFF
LEAVES OF ABSENCE WITHOUT PAY**

MILITARY FAMILY LEAVE

The National Defense Authorization Act for FY 2008 (NDAA), Public Law 110-181, Section 585(a), 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 service member 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 service member. 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.

**A Spanish translation of this form may be downloaded
at <http://www.dol.gov/whd/fmla/index.htm>**

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

Victim Leave

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

- An employee's accrued vacation, personal, sick or other applicable leave shall be used to the extent available by policy.
- If paid leave is unavailable, the employee must request an unpaid leave of absence in accord with policy.
- Before an employee may leave work for this purpose, the employee shall provide the employer with a copy of the form provided by law enforcement and if

applicable a copy of the information the law enforcement agency provides the employee pursuant to either A.R.S. [8-386](#) or [13-4405](#).

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

Military Leave

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

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[8-386](#)

[8-420](#)

[13-4405](#)

[15-502](#)

[16-402](#)

[21-236](#)

[26-168](#)

[38-297](#)

[38-298](#)

[38-610](#)

38 U.S.C. 2021-2026

38 U.S.C. 4301 *et seq.*, Uniformed Services Employment and Reemployment Rights Act

A.G.O.

I80-177

Uniformed Services Employment and Reemployment Rights Act of 1994 (U.S.E.R.R.A.)

GCCD-R

REGULATION

PROFESSIONAL / SUPPORT STAFF MILITARY / LEGAL LEAVE

The District will adhere to the following procedures when employees are called to duty as members of the Military Reserve and National Guard:

In accord with A.R.S. [26-168](#), [38-610](#), and 38 U.S.C. Sec. 2021-2026, leave shall be given to National Guard members and reservists who require leave to perform military obligations.

Duration and Reinstatement

The period of leave shall be limited to the minimum required by federal and state law. To be entitled to return to work, the employee must meet any and all prerequisites set forth in applicable state or federal statutes, including, but not limited to:

- Possession of a certificate of satisfactory training and services or honorable discharge issued by the proper military or naval authorities.
- Except as expressly stated in this policy, qualifications to perform the duties of the position.
- Submission of an application for reemployment within the minimum entitlement period established by law:

Length of Service	Days to Reapply
Less than 31 days	Must return to work on the next calendar day which is a regularly scheduled work day after discharge
Greater than 30 days but less than 181 days	14 days after discharge
Greater than 180 days	90 days after discharge

- Employees who are hospitalized or recovering from injuries caused by active duty may have up to two (2) years to apply.

An employee whose service is less than ninety-one (91) days shall be reemployed in a position the employee would have reached if not called away for duty. An employee who has served for more than ninety (90) days shall be reemployed in the position the

employee would have reached if not called away for duty, or in a position of like seniority, pay, and status. If not qualified for the new position, the employee must be returned to the former position after the employer's reasonable attempts to qualify the employee for the new position fail.

If during the employee's leave the District lays off employees, including the jobs held by departed reservists or National Guard members, and does not call back any employees with less seniority, returning employees cannot reclaim their jobs immediately, but must be put on the job callback list with all seniority rights intact.

An employee who, for reasons of disability sustained during the intervening military service, is not qualified to perform the duties of the prior position but is qualified to perform the duties of another District position shall be offered a position for which the employee is qualified. The position will provide the employee with comparable seniority status and pay consistent with the specific circumstances.

A returning employee may not be discharged, except for cause, for a period of one (1) year if military service was more than one hundred eighty (180) days, or for a period of one hundred eighty (180) days if the military service was for more than thirty (30) but less than one hundred eighty-one (181) days.

A person hired to fill a vacancy arising as a result of an employee having been inducted or ordered into active service in the armed services shall be notified that the term of replacement, apart from other considerations, is contingent upon restoration of the position to the former employee, as provided in A.R.S. [38-298](#).

Seniority and Benefits

No leave will be charged to the employee except for scheduled workdays (i.e., five [5] days maximum per week).

The period of leave will not be considered as work performed, for accrual of vacation or sick leave. Time on leave shall not be deducted from any vacation with pay to which the employee is otherwise entitled. However, the employee can use accrued vacation or annual leave to cover any interruption in employment.

During the military leave, an employee is eligible for continuous coverage under the health insurance plan for up to eighteen (18) months. This coverage will be at the employee's normal share for the coverage if the period of military service is less than thirty-one (31) days. If more than thirty (30) days, the employee may be required to pay up to one hundred percent (100%) of the full premium under the plan.

The employee shall not lose seniority while on leave.

The District will notify the state retirement service office that the employee is on military leave and pay the employer and employee contributions to the Arizona State Retirement System as required by law.

The District will offer returning reservists or National Guard members the same insurance rights and benefits as other employees in the same respective positions.

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
Rights 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 of the uniformed services, and applicants to the uniformed services.

Reemployment Rights

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- you ensure that your employer receives advance written or verbal notice of your service;
- you have five years or less of cumulative service in the uniformed services while with that particular employer;
- you return to work or apply for reemployment in a timely manner after conclusion of service; and

In addition, an employer may not retaliate against anyone 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 Protection

- If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.
- Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

Enforcement

- The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.
- For assistance in filing a complaint, or for any other information on USERRA, contact VETS at **1-866-4-USA-DOL** or visit its

- you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to 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 Retaliation

If you:

- are a past or present member of the uniformed service;
- have applied for membership in the uniformed service; or
- are obligated to serve in the uniformed service;

then an employer may not deny you:

- initial employment;
- reemployment;
- retention in employment;
- promotion; or
- any benefit of employment;

Because of this status.

website at <http://www.dol.gov/vets>. An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>.

- If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice for representation.
- You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

The rights listed here may vary depending on the circumstances. This notice was prepared by VETS, and may be viewed on the internet at this address: <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.S. Department of Labor, Veterans Employment and Training Service
Washington, DC 20210
1-866-487-2365

**GCCH
PROFESSIONAL / SUPPORT STAFF
BEREAVEMENT LEAVE**

As a fringe benefit, employees shall be provided three (3) days of paid leave per occurrence upon the death of an employee's family member. Up to two (2) additional days of paid bereavement leave may be authorized by the Superintendent in extenuating circumstances.

For the purposes of this policy, family member is defined in Policy GCCA-Professional/Support Staff Sick Leave and/or as an employee's:

Spouse	Grandparent
Former spouse	Grandchild
Parent	Niece or nephew
Parent-in-law	Aunt or uncle
Brother or sister	First cousin
Son or daughter	Brother-in-law or sister-in-law
Son-in-law or daughter-in-law	Fiancée
Domestic partner	

The term family member may also include a person for whom the employee has assumed the rights, duties, and responsibilities as a guardian or a person who was living in the same household as the employee at the time of death.

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 sick or annual leave.

In the absence of any earned sick or annual leave, and upon request, the Superintendent may approve an unpaid leave of absence for each day of extended bereavement leave used.

Adopted: May 23, 2018

LEGAL REF.:

A.R.S.

[15-502](#)

CARTWRIGHT SCHOOL DISTRICT NO. 83 (Form GCCH)

5220 W. Indian School Rd Phoenix, AZ 85031 (623) 691-4000 www.csd83.org

"Learning for all. Every Child, every school, every day"

"One Team, Una Familia"

REQUEST FOR BEREAVEMENT LEAVE

Date: _____

Employee Name: _____

School/Department: _____

Number of Bereavement days requested (check one): _____ 1 day _____ 2 days _____ 3 days

Date(s) requested: _____

For the purposes of this policy, family member is defined in Policy GCCA-Professional/Support Staff Sick Leave as an employee's (or employee's spouse's):

- | | |
|-------------------------------------|---------------------------------------|
| _____ Spouse | _____ Grandparent |
| _____ Former Spouse | _____ Grandchild |
| _____ Parent | _____ Niece or Nephew |
| _____ Parent-in-law | _____ Aunt or Uncle |
| _____ Brother or Sister | _____ First Cousin |
| _____ Son or Daughter | _____ Brother-in-law or Sister-in-law |
| _____ Son-in-law or Daughter-in-law | _____ Fiancé |
| _____ Domestic Partner | |

The term family member may also include a person for whom the employee has assumed the rights, duties, and responsibilities as a guardian or a person who was living in the same household as the employee at the time of death.

If more than three (3) days are requested, up to two (2) additional days of paid bereavement leave may be authorized by the Superintendent in extenuating circumstances. If additional days are requested state reason for extended time (travel time, arrangement time).

Appropriate evidence may be required to justify absence.

_____ I request this information be kept confidential.

Site Administrator Signature of Approval

Date

HR Administrator Signature of Approval

Date

Superintendent Signature of Approval

Date

WHITE – HUMAN RESOURCES

YELLOW - PAYROLL

GCJ PROFESSIONAL STAFF PROBATIONARY AND CONTINUING STATUS

Probationary teacher means a certificated teacher who is not a continuing teacher.

Continuing teacher means:

- a certificated teacher who has been and is currently employed by the District for the major portion of three (3) consecutive school years, and;
- who has not been designated in the lowest performance classification for the previous school year or who has 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 7, 2013

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.

I78-150

I78-286

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 that 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 school 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.

See the "Agreement between the Governing Board and the Association Elected by Teachers."

Adopted: August 7, 2013

GCL PROFESSIONAL STAFF SCHEDULES AND CALENDARS

All professional staff members shall report to their duty stations on time each workday and shall, as scheduled, be available there until the designated time(s) they are scheduled to leave. The school principal or building administrator shall determine the specific arrival and departure times.

Professional staff members are expected to fulfill all of their contractual obligations, and 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. Only with prior approval from the site administrator may family members or non-staff be allowed in professional staff work areas during scheduled duty hours for extended periods of time.

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. School administrators shall make every effort to ensure that adjunct duty responsibilities of teachers are equally or equitably shared by all teachers at a particular school, and that these responsibilities are scheduled as far in advance as possible so teachers may plan their instructional preparation activities accordingly.

Professional staff members are expected to attend scheduled faculty meetings and other school or District meetings or in-services, as requested by the school principal or District administration. Teachers will typically be expected to attend the aforementioned meetings or in-services within the standard teacher workday.

The school principal or other administrator responsible for administering this policy shall make every effort to allow reasonable flexibility on an individual basis, if the circumstances warrant.

For addition information, please refer to the "Agreement between the Governing Board and the Association elected by teachers."

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[15-521](#)

CROSS REF.:

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

[JLIA](#) - Supervision of Students

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.

These categories will be used in evaluating each teacher's performance in the areas of competency listed on the evaluation instrument.

Highly Effective: A highly effective teacher consistently exceeds expectations. This teacher's students generally made exceptional levels of academic progress. The highly effective teacher demonstrates mastery of the State Board of Education adopted professional teaching methods.

Effective: An effective teacher consistently meets expectations. This teacher's students generally made satisfactory levels of academic progress. The effective teacher demonstrates competency in the State Board of Education adopted professional teaching standards.

Developing: A developing teacher fails to consistently meet expectations and requires a change in performance. This teacher's students generally made unsatisfactory levels of academic performance. The developing teacher demonstrates an insufficient level of competency in the State Board of Education-adopted professional teaching standards, as determined by at least two (2) classroom observations. The Developing classification may be appropriate for new or newly-reassigned teachers, but for all other teachers it shall be limited to two (2) years.

Ineffective: An ineffective teacher consistently fails to meet expectations and requires a change in performance. This teacher's students generally made unacceptable levels of academic progress. The ineffective teacher demonstrates minimal competency in the State Board of Education adopted professional teaching standards, as determined by at least two (2) classroom observations.

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.

Professional Growth Plan. Setting goals and objectives is a crucial first step in the process of performance evaluation to address ineffective performance, or to further refine effective or highly effective areas of performance. By completing a professional growth plan, a teacher is better able to identify specific areas wherein the teacher would like to or needs to improve job performance. If asked to complete a professional growth plan, the teacher should complete the plan in collaboration with the evaluator.

Improvement Plan. An improvement plan will be developed when a professional growth plan has been unsuccessful, three (3) or more areas of the teacher evaluation are rated ineffective, or in severe cases of inadequacy. The evaluator will confer with the teacher to make specific recommendations as to areas of improvement in the teacher's performance. The evaluator or other designated individual will provide assistance and opportunities for improvement for the teacher's performance and follow up with the teacher after a reasonable period of time for the purpose of ascertaining whether the teacher is demonstrating adequate classroom performance.

The improvement plan places the primary responsibility for improvement on the teacher. The improvement plan establishes the following intervention sequence:

- A. The teacher is informed of the need for improvement and is provided the opportunity to respond.
- B. A plan for improvement is recommended in accordance with identified deficiencies.
- C. The teacher and the evaluator work together to bring about the desired performance improvement.
- D. Documentation that may be needed to substantiate cause of dismissal or nonrenewal is available.

The components of classroom performance are those set forth under principals one (1) through twelve (12) of the evaluation instrument. However, if there is reliable and substantial evidence that a teacher's failure to meet the standards of these components is deliberate (the result of the teacher's choice), the teacher's failure to meet components of classroom performance may be deemed unprofessional conduct.

The District shall issue preliminary notice of inadequacy of classroom performance no later than the second consecutive year that a 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 the teacher is designated in the lowest performance classification rating of "*ineffective*" in one (1) or more of the components/indicator statements set forth in the District's teacher evaluation system, or with respect to the evaluation instrument as a whole. A teacher's classroom performance is also inadequate if the teacher is designated in the second lowest performance classification rating of "*developing*" with respect to the evaluation instrument as a whole, during each of two (2) consecutive school years, with the exception of new or newly-reassigned teachers.

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 (see "Procedural Steps in the Process of Evaluation," GCO-RA). The teacher shall have the burden of proof in the appeal. The appeal shall go to the Superintendent or the Superintendent's designee.

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 four (4) performance classifications for principals are Highly Effective, Effective, Developing, and Ineffective. Professional development opportunities for principals, will be aligned to evaluation results.

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/her 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: September 25, 2018

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

PROFESSIONAL GROWTH PLAN

Professional growth plans are the first step in the teacher improvement process, but may also be used for Effective and/or Highly Effective teachers at the discretion of the evaluator. The plan is for use prior to Teacher Improvement Plans when the evaluator has concerns about teacher performance. Professional Growth Plans will have a maximum of 3 Principles for improvement, with the understanding that sever situations or more than 3 Principles of concern will result in a Teacher Improvement Plan. The Growth Plan will be completed within 20 instructional days, with a post-conference taking place within 10 instructional days at the completion of the plan's timeline.

AREA(S) OF CONCERN (Principle and Standards Listed with Concerns):

EXPECTATIONS (The teacher is expected to...):

SUPPORTS/RESOURCES (The administration will...):

MONITORING/ASSESSMENT (The plan will be monitored and assessed by...):

EVIDENCE OF COMPLETION (Plan completion will be measured by...):

Plan Start Date: _____

Plan Completion Date: _____

Teacher Signature Date

Evaluator Signature Date

Teacher Signature acknowledges receipt of the Professional Growth Plan with the understanding that failure to complete the plan may result in a Teacher Improvement Plan as part of the Evaluation Process.

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 teacher performance evaluation system shall include at least two (2) actual classroom observations of the certificated teacher demonstrating teaching skills in a complete and uninterrupted lesson by the qualified evaluator. However, the Governing Board may waive the requirement of a second classroom observation for a continuing teacher whose teaching performance based on the first classroom observation places the teacher in one (1) of the two (2) highest performance classifications for the current school year, unless the teacher requests a second observation.
- There shall be at least sixty (60) calendar days between the first and last observations.
- Preliminary notice of inadequacy may follow the first observation.
- The last observation may follow the issuance of a preliminary notice of inadequacy of classroom performance, the completion of any performance improvement plan and be used to determine whether the teacher has corrected inadequacies and has demonstrated adequate classroom performance.

- An observation shall not be conducted within two (2) instructional days of any scheduled period in which school is not in session for one (1) week or more.
- Informal or additional formal observations may be made at the discretion of the administrator.

Procedural Steps in the Process of Evaluation:

- The evaluation procedures shall be reviewed at each school. At the beginning of the school year, during orientation, the principal shall meet with the school's faculty for the purpose of orienting the teachers to the total evaluation plan. Any teacher that is hired after the school year begins must also be given a review of evaluation procedures prior to the teacher's evaluation.
- Within ten (10) business days after each observation, the qualified evaluator observing the teacher shall conference with the teacher and shall provide written feedback to the teacher and a copy shall be retained for the principal's file. A third copy shall be placed in the teacher's personnel file and made available to authorized District officers and employees and as otherwise provided by law.
- The results of an annual evaluation shall be in writing, or provided in electronic format to the certificated teacher and a copy shall be transmitted or provided in an electronic format to the certificated teacher within five (5) business days after completion of the evaluation.
- 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 (See Policy GCO; Professional Growth Plans, Improvement Plans).
- The official summative evaluation shall be signed by both the teacher and the evaluator and recorded on the District's adopted evaluation instrument. The teacher's signature shall not mean concurrence. The teacher shall be allowed fourteen (14) calendar days after receiving a written copy of the evaluation to write and submit any comments, which shall be attached to the evaluation. Upon receipt of the comments in Human Resources, a written confirmation will be sent to the teacher within fourteen (14) calendar days, to verify that the comments have been attached and have become part of the evaluation. Any evaluations accompanied by comments submitted by the teacher will be reviewed by a Human Resources administrator to ensure compliance with Policy GCO and this regulation. The teacher will have the opportunity to conference with the evaluator, the reviewing Human Resources administrator, and a Cartwright Education Association (CEA) representative (if requested), to discuss the teacher's comments and concerns. Subsequent to the conference, upon written request by either the

teacher or the evaluator, an additional observation under this regulation, will be conducted by a Human Resources administrator.

- The evaluator or the teacher may request that other individuals conduct classroom observations of the teacher as part of the evaluation process. Observations by others that may affect the teacher's evaluation will be known to both the teacher and the evaluator. A copy of the observer's observation notes will be included with the evaluation documents.
- Copies of the evaluation report and performance classification of a certificated teacher retained by the Governing Board and the Department of Education are confidential, do not constitute a public record and shall not be released to any person except to those stipulated in statute which allows release to school districts and charter schools that inquire about the performance of the teacher for employment purposes.
- A school district or charter school that receives information about a certificated teacher from the evaluation report and performance classification shall use this information solely for employment purposes and shall not release to or allow access to this information by any other person, entity, school district or charter school for employment purposes.

Preliminary Notice of Inadequacy of Classroom Performance:

- A teacher whose classroom performance has been evaluated as being inadequate shall be given a preliminary notice of inadequacy of classroom performance if the teacher may be dismissed or nonrenewed because of this notice. The notice will provide the teacher at least forty-five (45) instructional days in which to overcome the inadequacies and shall specify the nature of the inadequacy with such particularity as to furnish the teacher an opportunity to correct the inadequacies and maintain adequate classroom performance as defined by the Governing Board.
- The Superintendent is authorized to issue preliminary notice of inadequacy of classroom performance without prior Board approval. The Superintendent will notify the Board of such issuance within ten (10) days of such issuance.
- The preliminary notice of inadequacy of classroom performance shall be accompanied by a performance improvement plan designed to help the teacher correct inadequacies and demonstrate adequate classroom performance.

Nonrenewal/Dismissal of Certificated Employees:

- The Board shall authorize, as necessary, and send notice to teachers who will not be reemployed for the ensuing school year.
- The written notice of intention to dismiss or not to reemploy shall include a copy of any valid evaluation pertinent to the charges made.

- Notice of the Board's intention not to reemploy the teacher shall be made by delivering it personally to the teacher or by sending it by registered or certified mail to the teacher at the teacher's place of residence, as recorded in the District's records. The notice shall incorporate a statement of reasons for not reemploying the teacher.
- If a teacher does not correct inadequacies and demonstrate adequate classroom performance following the preliminary notice of inadequacy of classroom performance accompanied by a performance plan and the statutory time allocated for such improvement has elapsed, a written notice of intention to dismiss or not to reemploy may be issued.
- The Governing Board shall give any certificated teacher notice of intention to dismiss or not to reemploy if such intention is based on charges of inadequacy of classroom performance. The Governing Board or its authorized representative at least forty-five (45) instructional days before such notice, shall give the teacher written preliminary notice of inadequacy of classroom performance, specifying the nature thereof with such particularity as to furnish the teacher an opportunity to correct inadequacies and maintain adequate classroom performance. A notice of the Governing Board's intention to dismiss or not to reemploy for inadequacy of classroom performance shall not be issued until the District has completed an observation at the conclusion of a performance improvement plan.
- In the case of a continuing teacher, if the teacher does not demonstrate adequate classroom performance within the allotted time the Board shall dismiss the teacher as provided by statute.

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.

Teachers designated in the highest performance classification, "highly effective," will be afforded appropriate District recognition for this accomplishment. Teachers designated in the two (2) highest performance classifications may be offered multi-year contracts as an incentive to transfer to schools assigned letter grades of *D* or *F*. Overall evaluation ratings of teachers transferring to schools assigned letter grades of *D* or *F* will not be adversely impacted by current school data for a period of two (2) years. Teachers recommended for nonrenewal or dismissal by principals rated in the lowest performance classification may request that an alternative evaluator be assigned to conduct their final evaluation.

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 delivered,
- placed in the teacher's school-provided mailbox, including electronic mail, or
- 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 contract has not been transmitted to the certificated employee by the end of the current school year, an electronic contract to that certificated employee, if provided in that format by the District, shall be transmitted prior to the start of the next school year shall be submitted to both the certificated employee's District e-mail as well as the certificated employee's personal e-mail in order to notify the certificated employee of the offer of contract.
- Each certificated employee shall be responsible for submitting his or her personal e-mail to human resources personnel at the District for this purpose.
- Documents transmitted in an electronic format pursuant to this subsection shall be considered written documents for the purposes of sections [15-536](#) and [15-538.01](#).
- If the Governing Board has so adopted, electronic signatures are to be followed by original signatures within a specified time period.

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

Principals, Other Administrators and Certificated School Psychologists:

- The results of an annual evaluation shall be in writing, or be provided in electronic format, to the evaluatee and a copy shall be transmitted or provided in an electronic format within five (5) business days after completion of the evaluation.
- Evaluation documents and procedures shall be developed based on the unique responsibilities and expectations inherent in the assignment.
- The evaluation and performance classification of each principal in the District will be made available to school districts and charter schools that are inquiring about the performance of the principal for hiring purposes.

Principal, Other Administrator, and Certificated School Psychologist Contract Renewal

If the administrator's, (Superintendent's or Principal'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 criterion for establishing compensation and who disagrees with the evaluation may make a written appeal no later than fourteen (14) days after the conference where the disputed evaluation is discussed (see "Procedural Steps in the Process of Evaluation," GCO-RA).

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.

GCQA PROFESSIONAL STAFF REDUCTION IN FORCE

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 positions required to implement the District's educational program will be determined by the Board after recommendation from the Superintendent.

The Board 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 Superintendent shall submit to the Board recommendations for the termination of specific staff members. Factors to be considered in recommending the release of specific teachers shall include, but shall not necessarily be limited to, the following:
 - Staffing needs to continue educational programs at the highest possible level of effectiveness.

 - Educational and other qualifications, including federal and state requirements, that are needed to accomplish the District's educational programs and mission.

 - Job performance, competency and effectiveness as recorded in written evaluations, documentation and other evidence of a teacher's performance.

 - Overall teaching experience in relevant grade levels and subjects, including experience at other comparable educational institutions or in other comparable programs.

 - Contributions to the educational programs of the District.

Employment retention priority for teachers shall not be based upon tenure or seniority.

Teachers to be released shall be notified as soon as practical.

Adopted: 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

GCQA-R

REGULATION

PROFESSIONAL STAFF REDUCTION IN FORCE

The order of teachers to be placed on a reduction-in-force list will be determined by the following one hundred (100)-point rubric. Each teacher will complete the rubric annually if needed to determine placement on the list. Teachers with the lowest point total on the rubric will be subject to reduction-in-force first.

Teacher Evaluation System (forty [40] points possible)

In most recent evaluation:

- Teacher will be awarded *ten (10) bonus points* for achieving an overall "*Highly Effective*" rating. (To a maximum of *ten bonus [10] points*.) **50 points**
- Teacher is rated "*Effective*" on overall evaluation. **40 points**
- Teacher is rated "*Developing*" on evaluation. (First or second year teachers, and teachers in year one [1] or two [2] of a new assignment, add *ten bonus [10] points*.) **30 points**
- Teacher is rated "*Ineffective*" in one (1) category on evaluation instrument under principles one (1) through twelve (12). **20 points**

Deduct five (5) points for each additional "*Ineffective*" rating.

Professional Conduct (ten [10] points possible) –last three (3) years:

- No documented offenses/clean record. **10 points**
- Letter of Reprimand (District file).
 - Deduct *five (5) points* per offense within *one (1) year*.
 - Deduct *three (3) points* per offense within *two (2) years*.
 - Deduct *one (1) point* per offense within *three (3) years*.
- Suspensions:

- Deduct *ten (10) points* for each suspension.

Certificates and Endorsements (ten [10] points possible)

Certificates and endorsements will be recognized based upon the principles defined in the Cartwright School District Pay for Performance Award Plan.

- Basic certificate/endorsement. **0 points**
- One (1) certificate/endorsement. **5 points**
- Two (2) certificates/endorsements. **5 points**
- National Board Certificate (five [5] bonus points to a maximum of five [5]).

Educational Level (ten [10] points possible)

<u>Education Level (as recognized on current contract)</u>	<u>Points</u>
BA	1
BA+15	2
BA+30	3
BA+45	4
MA	5
MA+15	6
MA+30	7
MA+45	8
MA+60/EDS	9
MA+75/Doctorate	10

Overall Certificated Teaching Experience in Relevant Grade Levels and Subjects
(ten [10] points possible):

<u>Years</u>	<u>Points</u>
3 or less	2
4-6	4
7-9	6
10-12	8
13+	10

Contributions to the Educational Programs of the District
(twenty [20] points possible):

- Paid leadership roles and assignments as defined in *Meet and Confer Agreement 3.5, C., and 3.5, H.* (if Section H activity is an ongoing project or committee).

- Non-paid school leadership positions. This category may include the following:
 - District committees (unpaid).
 - State/local committees.
 - Professional association leadership.
 - Mentoring a student teacher or intern.

(five [5] points per position to a maximum of twenty [20] points).

Tie Breakers:

- Multiple teaching certificates.
- More than one (1) approved subject area.
- Lottery.

Total 150 points

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 be subject to the penalty as provided under Arizona statutes and State Board of Education regulations.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[15-545](#)

[23-353](#)

A.A.C.

[R7-2-205](#)

**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, be 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 within ten (10) working day's of the administrator's determination. 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 certificated staff member may not provide new evidence or supporting documentation during appeal that was not addressed during Steps 1 and/or Step 2. 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. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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](#).

If the original complaint against the professional staff member resulted from a complaint submitted pursuant to Administrative Regulation AC-R, the Complainant shall be notified of the outcome of the complaint within fifteen (15) working days of the date of final determination regarding the complaint.

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 13, 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

**GDB
SUPPORT STAFF CONTRACTS
AND COMPENSATION**

Every fiscal year, each School District employee will be provided a total compensation statement that is broken down by category of benefit or payment and that includes, for that employee, at least all of the following:

- A. Base salary and any additional pay.
- B. Medical benefits and the value of any employer-paid portions of insurance plan premiums.
- C. Retirement benefit plans, including social security.
- D. Legally required benefits.
- E. Any paid leave.
- F. Any other payment made to or on behalf of the employee.
- G. Any other benefit provided to the employee.

There shall be established two (2) general categories of support staff (classified) personnel:

A. Support staff term-certain appointment. An employee in this category shall receive a contract from the District for a term certain, not to exceed one (1) school year. There shall be no expectancy of continued employment for a support staff member in this category beyond the term of the contract. The Board shall not be required to provide the employee with cause, reason, or a hearing should the Board not renew the term of employment. A full-time benefited employee who has been employed with the District for three (3) periods of at least eight and one-half (8 1/2) consecutive months, and who receives a consecutive subsequent appointment shall be classified a term-certain-appointment staff employee.

Definition. Full-time benefited employees work thirty (30) hours or more per week in their primary positions and are receiving District benefits in accordance with Board Policy GDBD.

B. Support staff indefinite-term appointment. An employee in this category shall receive a contract from the District designated "Support Staff Indefinite-Term Appointment" (SSITA). All support staff employees, during their three (3) initial appointments, shall be SSITA employees. A SSITA employee shall be employed for an indefinite term. Either the Board or the employee may terminate the employment relationship for any reason, with or without cause, upon giving the other three (3) working days' notice. No justifiable expectancy of continued employment beyond the three (3)-day notice is created by these policies, District handbooks, salary or compensation agreements, job description, annual duration of the duties of the position to which the employee is assigned, or representations

by District agents unless specifically exempted from the provisions of this category by Board authority. The Board shall not be required to provide a hearing or other process to demonstrate cause or provide a reason if three (3) working days' notice is provided the employee.

Adopted: August 26, 2021

LEGAL REF.:

A.R.S.

[15-341](#)

[15-502](#)

A.A.C.

[R7-2-601](#) *et seq.*

CROSS REF.:

[GDQB](#) - Resignation of Support Staff Members

GDCA SUPPORT STAFF SICK LEAVE

Sick leave for support staff 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, for purposes of sick leave, shall include:

Spouse	Parents of spouse
Children	Brothers or sisters of spouse
Parents	Dependent relatives residing with the employee
Brothers or sisters	

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

Each staff member shall be credited with a sick leave allowance at the rate of one (1) day per month up to ten (10) or twelve (12) days, determined by contract length:

Twelve (12) month employees	twelve (12) days
Ten (10) month employees	ten (10) days

An employee must be on duty or at the proper assignment fifty-one percent (51%) of the compensable days in a calendar month in order to earn one (1) sick leave day for that month. The unused portion of which allowance shall have unlimited accumulation. When accumulated sick leave has been exhausted, the employee shall be placed on "dock pay" status. When a staff member exhausts all days of accumulated sick leave, an unpaid leave of absence must be requested, pursuant to District policy. Sick leave of any staff member who does not serve a full school year shall be prorated at the rate of one (1) day per month.

Upon request, the staff member shall inform the Superintendent of the following:

- Purpose for which sick leave is being taken.
- Expected date of return from sick leave.
- Where the staff member may be contacted during the leave.

Sick leave is only for the purpose of recuperative activities, e.g., obtaining medical care or treatment, 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 if the District determines such examination is reasonably necessary, to determine 1) whether or not the continued use of sick leave is appropriate or 2) whether return to duty is appropriate.

Any employee who willfully violates or misuses the District's sick leave policy or misrepresents any statement or condition may be subject to discipline, which may include reprimand, suspension, and/or dismissal.

Adopted: date of manual adoption

GDD SUPPORT STAFF VACATIONS AND HOLIDAYS

Holidays

The following shall be regular paid holidays and paid non-work days for all twelve (12) month employees:

Independence Day	Christmas Day
Labor Day	New Year's Eve
Fall Intersession Day (1 day)	New Year's Day
Veterans Day	Martin Luther King, Jr., Day
Thanksgiving (3 days, includes one [1] paid non-work day)	Presidents' Day
Christmas Eve	Spring Intersession (5 day)
	Memorial Day

Twelve (12) month employees shall receive one (1) paid non-work day during fall intersession.

Twelve (12) month employees shall receive a paid non-work day the Wednesday before Thanksgiving.

Twelve (12) month employees shall receive eleven (11) paid non-work days during the winter break, which must include December 24, December 25, December 31, and January 1.

Twelve (12) month employees shall receive five (5) paid non-work days during spring intersession.

Ten (10) month employees and school nurses shall receive paid holidays as per the school calendar.

Ten (10) month employees shall receive a paid non-work day the Wednesday before Thanksgiving.

Intersessions are not considered holidays; however, ten (10) month employees shall receive four (4) paid non-work days during the spring intersession.

Other days may be designated by the Board as paid holidays.

District department heads will consult with the Superintendent to establish work schedules for District-level personnel.

Principals will consult with the Superintendent to establish work schedules for building-level personnel.

Hourly employees who work six (6) to eight (8) hours per day in a single position for a total of thirty (30) to forty (40) hours per week shall receive the following paid holidays and paid non-work days:

Labor Day	Martin Luther King, Jr., Day
Veterans' Day	Presidents' Day
Thanksgiving (3 days, includes one [1] paid non-work day)	Spring Intersession (1 day)
Christmas Day	Memorial Day (only if school is in session following Memorial Day)
New Year's Day	

Hourly employees who work six (6) to eight (8) hours per day in a single position for a total of thirty (30) to forty (40) hours per week shall receive a paid non-work day the Wednesday before Thanksgiving.

Hourly employees who work less than six (6) hours per day (thirty [30] hours per week) in a single position will not receive paid holidays.

Vacations

Employees who work twelve (12) months per fiscal year are entitled to vacation time.

Vacation time earned is based on a July 1 to June 30 work year. A twelve (12)-month employee with one (1) to five (5) years of service shall be granted ten (10) workdays of vacation. At the end of the sixth (6th) year, and up to fifteen (15) years, one (1) additional day per year up to a maximum of twenty (20) workdays of vacation for fifteen (15) years of service shall be granted. New employees will begin to accrue vacation days after two (2) months of service. The time period for vacations shall be specified by the Superintendent. Vacation time must be arranged with the immediate supervisor and approved by the Superintendent. Vacation days over ten (10) total must be taken on or before June 30 of the fiscal year following the work year in which it is accumulated, or it shall be forfeited. Exception: Up to ten (10) unused vacation days may be converted to sick leave in lieu of forfeiture.

Employees who begin employment with the District within the last two (2) months of the fiscal year shall not be entitled to any vacation time.

Employees who work less than a twelve (12) month work year do not receive vacation time.

Adopted: August 8, 2019

LEGAL REF.:

A.R.S.

[1-301](#)

[15-502](#)

[15-801](#)

[38-608](#)

**GDJ ©
SUPPORT STAFF
ASSIGNMENTS AND TRANSFERS**

Assignments

The Superintendent will determine all support staff assignments.

Support staff shall be assigned based on the needs of the District, 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.

The transfer/reassignment of support staff members will be based on the needs of the District, employee qualifications, and the employee's expressed desires. When it is not possible to meet all three (3) conditions, an employee shall be 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 employee.

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. Transfer/reassignment of an employee to a position of greater or lesser pay requires Board approval.

Adopted: April 12, 2017

GDL © SUPPORT STAFF WORKLOAD

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

Individual employee work schedules will be based on the position held by the respective employees and on District needs 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. on Thursday and conclude at 12:00 midnight the following Wednesday.

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](#)

29 U.S.C. 207, Fair Labor Standards Act

29 C.F.R. 516 *et seq.*, Fair Labor Standards Act

Arizona Constitution, Article 18, Section 1

CROSS REF.:

[GDBC](#) - Support Staff Supplementary Pay/Overtime

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.

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 during the first year of employment and not later than ninety (90) days after the first day of work. A second first-year evaluation will be not later than the anniversary date of employment. At least once each year thereafter, an evaluation will be conducted. The evaluation will be used to increase job proficiency and for recommending continued employment.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[15-341](#)

[15-1326](#)

**GDQ
SUPPORT STAFF TERMINATION
OF EMPLOYMENT**

Termination Benefits

Upon termination from the District, support staff personnel with accumulated sick leave days and annual leave days shall receive compensation for each day earned as follows:

Years of Service	Sick Leave Payment
0-9	\$75.00
10-14	\$85.00
15+	\$100.00

Termination benefits will be computed based on the last complete year of employment.

Adopted: date of Manual adoption

**GDQD
DISCIPLINE, SUSPENSION, AND
DISMISSAL OF
SUPPORT STAFF MEMBERS**

This policy has been adopted with the intent of giving the administration the broadest discretion in administering appropriate disciplinary action for misconduct.

The Board authorizes the Superintendent to reassign a support staff member during an investigation of alleged misconduct or pending possible disciplinary action, if the Superintendent determines such reassignment is in the best interest of the District.

The Board authorizes the Superintendent to conduct a background check as part of any investigation of employee misconduct, provided that the District satisfies any applicable provisions of the Federal Fair Credit Reporting Act.

The Board authorizes the Superintendent to develop administrative procedures for the discipline and dismissal of support staff members.

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, 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 or his/her designee for any conduct by the employee that, in the judgment of the Superintendent, is inappropriate. Before suspending an at-will employee, the Superintendent or his/her designee 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.

Dismissal

At-will employees. The employment of an at-will employee may be terminated by action of the Governing Board for any reason, or for no reason, with or without 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 at least two days 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:

- A. Absence without leave
- B. Abuse of leave
- C. Alcohol or drug impairment
- D. Child abuse or molestation
- E. Discourteous treatment of the public
- F. Dishonesty
- G. Excessive absenteeism
- H. Fraud in securing employment
- I. Improper attitude
- J. Incompetence or inefficiency
- K. Insubordination
- L. Neglect of duty
- M. Unauthorized possession of a weapon on school grounds
- N. Unauthorized use of school property
- O. Unlawful conduct
- P. Use of illegal drugs

Q. Violation of a directive of a supervisor

R. 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 a hearing officer within not less than three (3) work days and not more than ten (10) calendar days after a request for hearing is submitted by the employee. The date of the hearing may be postponed as the hearing officer deems 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.

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.

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:

A. Any administrative recommendation or Governing Board action, discussion, or consideration involving the nonrenewal of a term employee.

B. Ratings, comments, and recommendations made in the course of an evaluation of a support staff member.

C. The decision of the Superintendent to place a support staff member on administrative leave.

D. Counseling of or directives to a support staff member regarding future conduct.

Adopted: August 26, 2021

LEGAL REF.:

A.R.S.

[13-2911](#)

[15-153](#)

[15-341](#)

[15-502](#)

[41-770](#)

CROSS REF.:

[DKA](#) - Payroll Procedures/Schedules

[GBEB](#) - Staff Conduct

[GBEBB](#) - Staff Conduct With Students

GDQD-R

REGULATION

DISCIPLINE, SUSPENSION, AND DISMISSAL OF SUPPORT STAFF MEMBERS

Scope of Administrative Regulation

This regulation addresses discipline of all support staff, as well as dismissal of support staff term-certain employees.

The District may exercise its authority to discipline employees for misconduct that occurs:

- During the course of the employee's work day;
- While the employee is on District property, or while participating in school or work related events;
- Before or after regular work hours if the employee is engaged in activities on behalf of the District;
- Off campus and during non-working hours, if there is a sufficient relationship between the employee's conduct and the District's legitimate interest in protecting the school community from harm; or
- In any other circumstance in which the District can lawfully exert its authority to discipline an employee for misconduct.

Examples of Possible Consequences for Misconduct

This regulation is not intended to restrict or eliminate the discretion traditionally afforded to supervising administrators to determine whether discipline is appropriate. Supervising administrators are expected to exercise discretion in determining whether a particular alleged violation merits discipline. Possible consequences for misconduct may include non-disciplinary action and/or disciplinary action.

Non-disciplinary actions include, but are not necessarily limited to:

- Informal consultations or counseling;
- Verbal warnings;
- Letters of Direction containing directives or instructions for future conduct;

- Evaluation procedures or the resulting evaluations;
- Temporary reassignments by the Superintendent during an investigation of alleged misconduct or pending possible disciplinary action;
- Nonrenewal; or
- Civil and/or criminal sanctions.

Disciplinary actions include, but are not necessarily limited to:

- Letters of reprimand;
- Suspension; and
- Dismissal.

Disciplinary Action – Letter of Reprimand

A supervisor is authorized to provide a written warning or reprimand to an employee. The written reprimand should include the following information:

- A description of the deficiency or problem to be corrected.
- A statement of the corrective action required.
- Reference to prior oral warnings or discussions regarding the subject of the written warning, if any.
- Information regarding the employee's right to submit a written response within five (5) working days of receiving the written warning or reprimand.

If the employee submits a written response, the response shall be attached to the written warning or reprimand. The employee is not entitled to any review or appeal of a written warning or reprimand.

Disciplinary Action - Suspension

The Director of Personnel Services (or other administrator designated by the Superintendent) shall be authorized to suspend an employee for a set period of time up to ten (10) working days, with or without pay. The Director of Personnel Services shall provide an employee with notice of his/her intent to suspend the employee and the opportunity to respond and provide relevant information. The Director of Personnel Services shall conduct any necessary follow-up investigation prior to making a decision regarding suspension.

An employee who is recommended for suspension with or without pay for less than five (5) days may request an informal, pre-suspension hearing before the assistant

superintendent for personnel (or other designated administrator). The assistant superintendent's decision is final.

An employee who is recommended for suspension with or without pay for more than five (5) days may request an informal, pre-suspension hearing before the assistant superintendent for personnel (or other designated administrator). The decision of the assistant superintendent may be appealed to the Superintendent. The decision of the Superintendent shall be final.

Notwithstanding the foregoing, if the Director of Personnel determines the employee's immediate removal is necessary for health or safety reasons, the employee may be immediately suspended. Written notice of the suspension will be mailed or delivered to the employee within twenty-four (24) hours of the suspension. A post-suspension hearing may be provided to the employee.

The written notice of suspension should include the following information:

- The reason for the suspension.
- Inclusive dates of the suspension and whether the suspension is with or without pay.
- Information regarding the employee's right to submit a written response within five (5) working days of receiving the notice of suspension.

If the employee submits a written response, the response shall be attached to the written warning or reprimand.

Dismissal

If a supervisor believes that a support staff term-certain employee's unsatisfactory performance or alleged misconduct warrants dismissal, the supervisor shall recommend to the Director of Personnel that the employee be dismissed for cause. The Director of Personnel shall:

- Review the charges, the factual basis/evidence on which the recommendation of dismissal is based, and any position or evidence asserted or produced by the employee.
- Determine whether dismissal is appropriate.
- If appropriate, make a recommendation to the Superintendent that the employee be dismissed for cause.

If the Superintendent determines that dismissal is appropriate, the employee shall be notified in writing within ten (10) working days of the Director of Personnel's recommendation for dismissal, that the administration will recommend that the

Governing Board dismiss the employee. The employee shall remain on pay status pending Board action.

Appeal

If the Governing Board approves the dismissal recommendation, the employee shall be notified, in writing, of the dismissal and of the right to appeal and request a post-dismissal hearing. The notice of dismissal shall include the specific grounds for the dismissal. The dismissed employee must request a hearing, in writing, within five (5) working days of service of the dismissal notice, or the right to a hearing is waived.

Post-Dismissal Hearing

If the dismissed employee timely requests a post-dismissal hearing, the Superintendent shall designate an impartial hearing officer to preside over the hearing, unless the Board chooses to preside over the hearing.

The hearing shall be scheduled no less than ten (10) and no more than fifteen (15) working days after receipt of a timely request from the dismissed employee for a post-dismissal hearing, unless it is otherwise agreed between the parties.

Prior to the post-dismissal hearing, the District and the dismissed employee shall each provide to the other the names and nature of the testimony of all witnesses and copies of all documentary evidence each side plans to introduce at the hearing. Dismissed employees shall have access to materials in their official personnel records relevant to the post-dismissal hearing.

The post-dismissal hearing shall provide:

- An opportunity to confront and cross-examine available adverse witnesses.
- An opportunity to present witnesses and introduce evidence.
- An opportunity to be represented by counsel.

The hearing shall be recorded manually or by use of mechanical device. A copy of the record shall be available to the dismissed employee upon request; however, the record shall not routinely be transcribed. The dismissed employee may make a recording of the hearing at his/her own expense.

If the hearing officer presides over the hearing, the hearing officer shall make a written recommendation to the Board within five (5) working days after the hearing. The written recommendation shall include a statement of the evidence relied upon, findings of fact, and the conclusions upon which the recommendation is based. This recommendation is advisory only and is not binding on the Board. The

written recommendation shall also be provided to the administration and the dismissed employee.

If a hearing officer presided over the hearing, the Board shall review the hearing officer's written recommendation. In open meeting, the Board shall render a decision whether to uphold the dismissal or reinstate the dismissed employee with back pay and retroactive benefits.

The Board's decision will be effective immediately. However, the administration shall provide the employee with written documentation of the Board's decision.

If the original complaint against the support staff member resulted from a complaint submitted pursuant to Administrative Regulation AC-R, the Complainant shall be notified of the outcome of the complaint within fifteen (15) working days of the date of final determination regarding the complaint.

IJNDB ©
USE OF TECHNOLOGY RESOURCES
IN INSTRUCTION

**Appropriate use of Electronic
Information Services**

The District may provide electronic information services (EIS) to qualified students, teachers, and other personnel who attend or who are employed by the District. Electronic information services include networks (e.g., LAN, WAN, Internet), databases, and any computer-accessible source of information, whether from hard drives, tapes, compact disks (CDs), floppy disks, or other electronic sources. The use of the services shall be in support of education, research, and the educational goals of the District. To assure that the EIS is used in an appropriate manner and for the educational purposes intended, the District will require anyone who uses the EIS to follow its guidelines and procedures for appropriate use. Anyone who misuses, abuses, or chooses not to follow the EIS guidelines and procedures will be denied access to the District's EIS and may be subject to disciplinary and/or legal action.

The Superintendent shall determine steps, including the use of an Internet filtering mechanism, that must be taken to promote the safety and security of the use of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Technology protection measures shall protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography or, with respect to use of computers by minors, harmful to minors. Safety and security mechanisms shall include online monitoring activities.

As required by the Children's Internet Protection Act, the prevention of inappropriate network usage includes unauthorized access, including "hacking," and other unlawful activities; unauthorized disclosure, use and dissemination of personal identification information regarding minors.

It is the policy of the Board to:

- A. prevent user access over the District's computer network, or transmissions of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications;
- B. prevent unauthorized access and other unlawful online activity;
- C. prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and
- D. comply with the Children's Internet Protection Act [P.L. No. 106-554 and 47 U.S.C. 254(h)].

Each user will be required to sign an EIS user's agreement. The District may log the use of all systems and monitor all system utilization. Accounts may be closed and files may be deleted at any time. The District is not responsible for any service interruptions, changes, or consequences. The District reserves the right to establish rules and regulations as necessary for the efficient operation of the electronic information services.

The District does not assume liability for information retrieved via EIS, nor does it assume any liability for any information lost, damaged, or unavailable due to technical or other difficulties.

Filtering and Internet Safety

As required by the Children's Internet Protection Act, the District shall provide for technology protection measures that protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography, or, with respect to use of the computers by students, harmful to students. The protective measures shall also include monitoring the online activities of students.

Limits, controls, and prohibitions shall be placed on student:

- A. Access to inappropriate matter.
- B. Safety and security in direct electronic communications.
- C. Unauthorized online access or activities.
- D. Unauthorized disclosure, use and dissemination of personal information.

Education, Supervision and Monitoring

It shall be the responsibility of all District employees to be knowledgeable of the Board's policies and administrative guidelines and procedures. Further, it shall be the responsibility of all employees, to the extent prudent to an individual's assignment to educate, supervise, and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, and the Protecting Children in the 21st Century Act.

The Superintendent shall provide for appropriate training for District employees and for students who use the District's computer network and have access to the Internet. Training provided shall be designed to promote the District's commitment to:

- A. the standards and acceptable use of the District's network and Internet services as set forth in District policy;

B. student safety in regards to use of the Internet, appropriate behavior while using, but not limited to, such things as social networking Web sites, online opportunities and chat rooms; and cyberbullying awareness and response; and compliance with E-rate requirements of the Children's Internet Protection Act.

While training will be subsequently provided to employees under this policy, the requirements of the policy are effective immediately. Employees will be held to strict compliance with the requirements of the policy and the accompanying regulation, regardless of whether training has been given.

The Superintendent is responsible for the implementation of this policy and for establishing and enforcing the District's electronic information services guidelines and procedures for appropriate technology protection measures (filters), monitoring, and use.

Parent Notification

Parents will be notified of the policies regarding the use of technology and the Internet while at school. Parents will also be notified of their ability to prohibit the student from the use of technology and the Internet while at school in which covered information may be shared with an operator pursuant to A.R.S. [15-1046](#). This does not apply to software or technology that is used for the daily operations or administration of a local education agency or Arizona Online instruction programs authorized pursuant to A.R.S. [15-808](#).

Adopted: October 18, 2017

LEGAL REF.:

A.R.S.

[13-2316](#)

[13-3506.01](#)

[13-3509](#)

[15-341](#)

[15-808](#)

[15-1046](#)

[34-501](#)

[34-502](#)

20 U.S.C. 9134, The Children's Internet Protection Act

47 U.S.C. 254, Communications Act of 1934 (The Children's Internet Protection Act)

REGULATION

USE OF TECHNOLOGY RESOURCES IN INSTRUCTION

(Safety and use of Electronic Information Services)

Use of the electronic information services (EIS) requires that the use of the resources be in accordance with the following guidelines and support the education, research, and educational goals of the District. Filtering, monitoring, and access controls shall be established to:

- Limit access by minors to inappropriate matter on the Internet and World Wide Web.
- Monitor the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications.
- Monitor for unauthorized access, including so-called "hacking," and other unlawful activities by minors online.
- Restrict access by minors to materials harmful to minors.

Content Filtering

A content filtering program or similar technology shall be used on the networked electronic information services (EIS) as well as on standalone computers capable of District authorized access to the Internet. The technology shall at a minimum limit access to obscene, profane, sexually oriented, harmful, or illegal materials. Should a District adult employee have a legitimate need to obtain information from an access-limited site, the Superintendent may authorize, on a limited basis, access for the necessary purpose specified by the employee's request to be granted access.

Education, Supervision, and Monitoring

It is the responsibility of all District employees to be knowledgeable of the Board's policy and administrative regulations and procedures related to the use of technology resources. Employees are further responsible, to the extent prudent to an individual's assignment, to educate, supervise, and monitor student use of the District's online computer network use. District, department, and school administrators shall provide employees with appropriate in-servicing and assist employees with the implementation of Policy IJNDB.

As a means of providing safety and security in direct electronic communications and to prevent abuses to the appropriate use of electronic equipment, all computer access to the Internet through the District electronic information services (EIS) or standalone connection shall be monitored periodically or randomly through in-use monitoring or review of usage logs.

Access Control

Individual access to the EIS shall be by authorization only. Designated personnel may provide authorization to students and staff who have completed and returned an electronic information services user agreement. The Superintendent may give authorization to other persons to use the EIS.

Acceptable Use

Each user of the EIS shall:

- Use the EIS to support personal educational objectives consistent with the educational goals and objectives of the School District.
- Agree not to submit, publish, display, or retrieve any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material.
- Abide by all copyright and trademark laws and regulations.
- Not reveal home addresses, personal phone numbers or personally identifiable data unless authorized to do so by designated school authorities.
- Understand that electronic mail or direct electronic communication is not private and may be read and monitored by school employed persons.
- Not use the network in any way that would disrupt the use of the network by others.
- Not use the EIS for commercial purposes.
- Follow the District's code of conduct.
- Not attempt to harm, modify, add, or destroy software or hardware nor interfere with system security.
- Understand that inappropriate use may result in cancellation of permission to use the electronic information services (EIS) and appropriate disciplinary action up to and including expulsion for students.

In addition, acceptable use for District employees is extended to include requirements to:

- Maintain supervision of students using the EIS.
- Agree to directly log on and supervise the account activity when allowing others to use District accounts.
- Take responsibility for assigned personal and District accounts, including password protection.
- Take all responsible precautions, including password maintenance and file and directory protection measures, to prevent the use of personal and District accounts and files by unauthorized persons.

Each user will be required to sign an EIS user agreement. A user who violates the provisions of the agreement will be denied access to the information services and may be subject to disciplinary action. Accounts may be closed and files may be deleted at any time. The District is not responsible for any service interruptions, changes, or consequences.

Details of the user agreement shall be discussed with each potential user of the electronic information services. When the signed agreement is returned to the school, the user may be permitted use of EIS resources through school equipment.

EXHIBIT

**USE OF TECHNOLOGY RESOURCES
IN INSTRUCTION**

**ELECTRONIC INFORMATION SERVICES
USER AGREEMENT**

Details of the user agreement shall be discussed with each potential user of the electronic information services (EIS). When the signed agreement is returned to the school, the user may be permitted use of EIS resources.

Terms and Conditions

Acceptable use. Each user must:

- A. Use the EIS to support personal educational objectives consistent with the educational goals and objectives of the School District.
- B. Agree not to submit, publish, display, or retrieve any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material.
- C. Abide by all copyright and trademark laws and regulations.
- D. Not reveal home addresses, personal phone numbers or personally identifiable data unless authorized to do so by designated school authorities.
- E. Understand that electronic mail or direct electronic communication is not private and may be read and monitored by school employed persons.
- F. Not use the network in any way that would disrupt the use of the network by others.
- G. Not use the EIS for commercial purposes.
- H. Follow the District's code of conduct.
- I. Not attempt to harm, modify, add/or destroy software or hardware nor interfere with system security.
- J. Understand that inappropriate use may result in cancellation of permission to use the educational information services (EIS) and appropriate disciplinary action up to and including expulsion for students.

In addition, acceptable use for District employees is extended to include requirements to:

- A. Maintain supervision of students using the EIS.

- B. Agree to directly log on and supervise the account activity when allowing others to use District accounts.
- C. Take responsibility for assigned personal and District accounts, including password protection.
- D. Take all responsible precautions, including password maintenance and file and directory protection measures, to prevent the use of personal and District accounts and files by unauthorized persons.

Personal responsibility. I will report any misuse of the EIS to the administration or system administrator, as is appropriate.

I understand that many services and products are available for a fee and *acknowledge my personal responsibility for any expenses incurred without District authorization.*

Network etiquette. I am expected to abide by the generally acceptable rules of network etiquette. Therefore, I will:

- A. *Be polite and use appropriate language.* I will not send, or encourage others to send, abusive messages.
- B. *Respect privacy.* I will not reveal any home addresses or personal phone numbers or personally identifiable information.
- C. *Avoid disruptions.* I will not use the network in any way that would disrupt use of the systems by others.
- D. *Observe the following considerations:*
 - 1. Be brief.
 - 2. Strive to use correct spelling and make messages easy to understand.
 - 3. Use short and descriptive titles for articles.
 - 4. Post only to known groups or persons.

Services

The School District specifically denies any responsibility for the accuracy of information. While the District will make an effort to ensure access to proper materials, the user has the ultimate responsibility for how the electronic information services (EIS) is used and bears the risk of reliance on the information obtained.

I have read and agree to abide by the School District policy and regulations on appropriate use of the electronic information system, as incorporated herein by reference.

I understand and will abide by the provisions and conditions indicated. I understand that any violations of the above terms and conditions may result in disciplinary action and the revocation of my use of information services.

Name _____

Signature _____ Date _____
(Student or employee)

School _____ Grade (if a student) _____

Note that this agreement applies to both students and employees.

The user agreement of a student who is a minor must also have the signature of a parent or guardian who has read and will uphold this agreement.

Parent or Guardian Cosigner

As the parent or guardian of the above named student, I have read this agreement and understand it. I understand that it is impossible for the School District to restrict access to all controversial materials, and I will not hold the District responsible for materials acquired by use of the electronic information services (EIS). I also agree to report any misuse of the EIS to a School District administrator. (Misuse may come in many forms but can be viewed as any messages sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, inappropriate language, or other issues described in the agreement.)

I accept full responsibility for supervision if, and when, my child's use of the EIS is not in a school setting. I hereby give my permission to have my child use the electronic information services.

Parent or Guardian Name (print) _____

Signature _____ Date _____

JLF ©
REPORTING CHILD ABUSE /
CHILD PROTECTION

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

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

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

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

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

Calling 1-888-SOS-CHILD (1-888-767-2445),

TDD: 602-530-1831 (1-800-530-1831), or

Submitting *non-emergency* concerns via the Online Reporting Service at <https://dcs.az.gov/about/contacts>.

Pursuant to A.R.S. [13-3620](#), such reports shall contain, if known:

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

A person who furnishes a report, information, or records required or authorized under Arizona Revised Statutes or a person who participates in a judicial or administrative proceeding or investigation resulting from a report, information or records required or authorized under Arizona Revised Statutes is immune from any civil or criminal liability by reason of that action unless such person has acted with malice or unless such person has been charged with or is suspected of abusing or neglecting the child or children in question.

A report is not required under A.R.S. [13-3620](#) for conduct prescribed by A.R.S. [13-1404](#) and [13-1405](#) if the conduct involves only minors who are fourteen (14), fifteen (15), sixteen (16) or seventeen (17) years of age and there is nothing to indicate that the conduct is other than consensual.

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

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

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

Any person who is employed as the immediate or next higher-level supervisor to or administrator of a person who is statutorily required to report is not required to report if the supervisor or administrator reasonably believes that the report has been made by the person who is required to report.

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

Each school that is operated by a school district and each charter school shall post in a clearly visible location in a public area of the school that is readily accessible to students a sign that contains all of the following:

- A. In boldfaced type, the telephone number of the centralized intake hotline concerning suspected abuse and neglect of children that is established pursuant to A.R.S. [8-455](#).
- B. Instructions to call 911 for emergencies.
- C. Directions for accessing the website of the Department of Child Safety for more information on reporting child abuse, child neglect and the exploitation of children.

Adopted: August 26, 2021

LEGAL REF.:
A.R.S.
[8-201](#)
[13-1404](#) *et seq.*

[13-1410](#)
[13-3019](#)
[13-3212](#)
[13-3506](#)
[13-3506.01](#)
[13-3552](#)
[13-3553](#)
[13-3608](#)
[13-3619](#)
[13-3620](#)
[13-3623](#)
[15-160.01](#)
[15-514](#)
[46-451](#)
[46-454](#)

CROSS REF.:

[GBEB](#) - Staff Conduct

[GBEBB](#) - Staff Conduct With Students

[JKA](#) - Corporal Punishment

REGULATION

REPORTING CHILD ABUSE / CHILD PROTECTION

Abuse means the infliction or allowing of physical injury, impairment of bodily function, or disfigurement, or the infliction of or allowing another person to cause serious emotional damage as evidenced by severe anxiety, depression, withdrawal, or untoward aggressive behavior, and which emotional damage is diagnosed by a medical doctor or psychologist pursuant to A.R.S. [8-821](#), and which is caused by the acts or omissions of an individual having care, custody, and control of a child. *Abuse* shall include inflicting or allowing sexual abuse pursuant to A.R.S. [13-1404](#), sexual conduct with a minor pursuant to A.R.S. [13-1405](#), sexual assault pursuant to A.R.S. [13-1406](#), molestation of a child pursuant to A.R.S. [13-1410](#), commercial sexual exploitation of a minor pursuant to A.R.S. [13-3552](#), sexual exploitation of a minor pursuant to A.R.S. [13-3553](#), incest pursuant to A.R.S. [13-3608](#), or child prostitution pursuant to A.R.S. [13-3212](#).

Child, youth, or juvenile means an individual who is under the age of eighteen (18) years.

Abuses classified by statute as "reportable offenses" are:

- Indecent exposure [A.R.S. [13-1402](#)]
- Public sexual indecency to a minor [A.R.S. [13-1403](#)]
- Sexual abuse [A.R.S. [13-1404](#)]
- Sexual conduct with a minor [A.R.S. [13-1405](#)]
- Sexual assault [A.R.S. [13-1406](#)]
- Molestation of a child [A.R.S. [13-1410](#)]
- Furnishing items that are harmful to a minor via the Internet [A.R.S. [13-3506.01](#)]
- Surreptitious photographing, videotaping, filming, or digitally recording or viewing of a minor [A.R.S. [13-3019](#)]
- Incest [A.R.S. [13-3608](#)]
- Child prostitution [A.R.S. [13-3212](#)]
- Commercial sexual exploitation of a minor [A.R.S. [13-3552](#)]
- Sexual exploitation of a minor (concerning visual depiction of a minor engaged in exploitive exhibition or other sexual conduct) [A.R.S. [13-3553](#)]
- Luring a minor for sexual exploitation [A.R.S. [13-3554](#)]

- Admitting a minor to public displays of sexual conduct [A.R.S. [13-3558](#)]

EXHIBIT

**REPORTING CHILD ABUSE /
CHILD PROTECTION**

SUSPECTED ABUSE, PHYSICAL INJURY, CHILD ABUSE,
REPORTABLE OFFENSE OR NEGLECT

To: Department of Child Safety, D.E.S. (or law enforcement agency)

Student's Name _____ Birthdate _____ Sex _____

Address _____

Names of parents/guardians _____

E-mail address _____

School _____ Grade _____ Teacher _____

Description of suspected present or prior abuse, child abuse, physical injury, or
neglect (use additional page if necessary) _____

Symbols:

- A = Abrasion
- Bl = Blister
- Bu = Burn
- Br = Bruise
- La = Laceration
- Le = Lesions
- S = Scar
- R = Rash
- V = Vermin
- O = Other (describe)

Severity:

- (1) = Mild
- (2) = Moderate
- (3) = Severe

Signature and Title of Person Making the Report

Date

Oral Report to: Name _____

Agency _____ Position _____

Date _____ Time _____

Written report to _____ Date _____

Copy filed in school nurse's office