

## 2005-2006 Certified Negotiated Agreement

Subject	Policy	Page #
Academic Freedom	IB	53
Administrative Meetings/Coverage		58
Bereavement Leave	GCCH	25
Catastrophic Illness Leave		16
Certified Salary Plan	GCBA-EA	10
Teacher Hiring Chart	GCBA-EA	10
Class Size	IIB	56
Coaches' Salary Schedule	GCBA-EB	11
Communicable Disease	GBGCB	2
Conferences/Visitations/Workshops (Professional Leave)	GCCE	21
Contract Revisions	GCI	27
Court Appearance, Adoption	GCCA	15
Curriculum Development	IGA	55
Discipline, Suspension, and Dismissal	GCQF	40
Evaluation	GCO	37
Extracurricular Salary Schedule	GCBA-EC	13
Fringe Benefits	G CBD	14
Grade Preparation Time	IKAB	57
Grievance Procedure	GBK	4
Hiring Chart		10
Leave Days	GCCA	14
Leave of Absence without Pay (Long Term Absences & Leave)	GCCC	17
Masters Degree, Declaration of	GCI	28
Maternity Leave (Sick Leave)	GCCA	15
MEA/Administration Communication		58
Military/Legal Leave (Military Leave)	GCCD	20
Military/Legal Leave (Public Office)	GCCD	20
Negotiations Agreements	H	49
Open Positions	GCK	30
Out of District Hires	GCK	32
Personal Leave	GCCA	14
Professional Leave	GCCE	21
Professional Staff Development Contract Revision Times	GCI	27
Public Office	GCI	20
Reassignment and Transfer	GCK	28
Reduction in Force	GCK	32
Religious Leave	GCCB	17
Remedial Reading		58
Retirement	BCQE	1

Sabbatical Leave	GCCF	22
Salary Plan	GCBA-EA	9
Salary Schedule Placement	GCBA	8
Schedules/Calendars (Workday/Calendar)	GCL	34
School Budgets		58
Sick Leave Bank, Voluntary Transfer of Accrued Sick Leave	GCCG	22
Staff Development	GCI	26
Staff Health and Safety (Communicable Disease)	GBGCB	2
Student Placement	JG	57
Substitutes, Arrangements for	GCGB	25
Terms of Agreement		58
Tobacco Free Environment	KFAA	58
Transfer	GCK	28
Workday Calendar	GCL	

**(Retirement Program for Certificated Teachers)**

## Qualification Requirements

To qualify to participate in this program, the teacher must:

- X Be at least 50 years of age at retirement;
- X Have been employed by the District for at least ten full years (not counting leaves of absences).
- X Give advance notice of the employee's agreement to retire as provided below.

This coverage is limited to only persons going on early or standard full retirement from the District. This agreement does not cover employees who do not qualify under State Retirement System guidelines.

**Compensation for Unused Sick Leave**

All unused sick leave shall be paid to the teacher at the per diem rate of thirty percent (30%) or fifty percent (50%) of the teacher's full time contract at the time of application for early or standard retirement, depending on the length of advance notice given as referenced below. The maximum number of sick days' reimbursement shall not exceed one hundred twenty-five (125) days.

**Extended Group Medical Insurance Coverage**

The District will request that its group medical insurance carrier continue to provide coverage for employees electing to participate in this early retirement program. If the group medical insurance carrier offers this coverage, the retiring teacher may continue coverage under the District's group medical insurance, at the teacher's own cost, for a period of time not to exceed fifteen (15) years. The employee shall be responsible for the cost of the coverage, to be paid by the teacher in full, in advance, on an annual basis.

**Procedures for Participation**

**30% reimbursement for unused sick leave option.** A teacher wishing to participate in this retirement program must submit an application no later than ninety (90) calendar days preceding the beginning of the semester at the end of which retirement will begin. The Board may consider exceptions to this notice requirement, at its discretion. The notice must clearly specify the desired date of retirement.

**50% reimbursement for unused sick leave option.** As an incentive for additional advanced notice to the District, if the teacher notifies the District on or before January 15 of the year *preceding* the year in which retirement will begin, the teacher may receive reimbursement for unused sick leave at the rate of fifty percent (50%). The Board may consider exceptions to this notice requirement, at its discretion. The notice must clearly specify the desired date of retirement.

If state legislation concerning retirement is changed in such a way as to allow certificated employee benefits unavailable before the change, the time for application for retirement may be reopened, at the sole discretion of the Governing Board, for a period of fifteen (15) days following the enactment of the legislation.

## Payment Options

An employee who is to receive payments pursuant to this retirement program may request payment of those benefits in either of two methods:

- X A lump sum payment at the commencement of retirement; or
- X Payments distributed evenly over the teacher's last five (5) pay periods.

All termination benefits must be paid prior to June 30 of the year in which the teacher retires.

<b>Staff Health and Safety</b>	<b>Policy GBGCB</b>
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### [Excerpt from Policy GBGCB]

#### (Communicable Disease Policy for Certificated/Support Employees)

##### Communicable Disease

Any employee having a communicable disease shall be excluded from work for at least the period of time designated in the Pima County Health Department policy for the prevention and control of communicable disease. Communicable diseases will be the diseases identified by the Pima County Health Department.

Employees who have virus HTLV-III, or who have acquired immune deficiency syndrome (AIDS), and are directly involved with student, require special consideration. The District will consider each employee with AIDS on an individual basis. A physical examination will be required in conjunction with recommendations from the employee's private physician to determine if (1) the employee is free from transmissible infection and (2) the employee is not in immediate danger to infections which normally occur in the respective work setting.

Work responsibilities will be assigned or reassigned according to ongoing medical evaluations of the employee. The District will reassign the symptomatic employee to protect the employee, other high risk employees, and high risk students from infectious disease.

##### Performance-Related Examinations

The Governing Board reserves the right to require psychiatric examinations or physical examination of all employees. This requirement may be imposed when, in the reasonable opinion of a supervisor, an employee's ability to fulfill assigned duties is or may be jeopardized by the employee's physical or emotional condition. The expense of this examination will be paid by the School District.

##### Return to Work Evaluations

The suitability for any employee returning to work from a paid or unpaid leave of absence due to illness, injury, or any other health reason, may require a physician's statement, in writing, if requested by the supervisor.

##### Return to Work - Ability to Perform Tasks

Employees who return to work must be able to perform all tasks normally assigned for the position held.

**(Communicable Disease Policy for Certificated/Support Employees)**

All questions or concerns about an employee with virus HTLV-III, or acquired immune deficiency syndrome (AIDS) will be directed to the Superintendent or to the director of health services.

If an employee has pulmonary disease (i.e., cough) and infections that result in diarrhea, swollen glands, and/or fever, a physical examination may be required, including a physician's statement describing the health of the employee and assessing the suitability of the employee to remain in the current work assignment.

Selected persons within the work environment will be informed of an employee's diagnosis of AIDS. Such persons must include the administrator and the school nurse. Other persons selected to receive this information will be determined in consultation with the affected employee.

The direct transmission of AIDS from employees to students appears to be unlikely, as there is, to date, no evidence supporting casual contagion. However, as with any employee with an active illness, careful consideration will be given to an employee with AIDS who has direct involvement with students. Such employee may be reassigned or may be placed on sick leave. The employee, if sick leave is available or if qualified for disability leave, may use such leave. If not, the leave shall be without pay.

If an outbreak of any communicable disease (e.g., measles or chicken pox) occurs within a work setting, an employee with AIDS may be reassigned or may be placed on sick leave until such an outbreak no longer presents a danger of infection to the employee. If the employee has sick leave available or qualifies for disability leave, the employee may use such leave. If not, the leave shall be without pay. If exposed to communicable disease, the employee should receive appropriate immune globulin.

*All employees with AIDS must keep any open skin lesions covered.*

Employees with AIDS can have undiagnosed, transmissible infections that may represent a small but actual risk to certain students. Therefore, employees with AIDS will not be normally allowed direct contact with students with immune system abnormalities (i.e., students with chronic disease or students receiving chemotherapy).

It is highly recommended that all employees wear gloves when cleaning up blood or body fluid spills. These spills should be disinfected (household bleach diluted with water in a 10 parts water to 1 part bleach solution) or other appropriate disinfectant, and persons coming in contact with them should wash their hands afterward. Blood-soaked items should be placed in leakproof bags for washing for further disposition. Similar procedures are recommended for dealing with vomitus. Hand washing is routinely recommended if physical contact has been made with that person's blood or body fluids, including saliva. If the bleach solution is not readily available, a chemical germicide proven effective against hepatitis B Virus (HBV) and human immunodeficiency virus (HIV) may be used.

Books or other items that become soiled with infective body fluids should be cleaned as noted in above. Items that cannot be disinfected (i.e., paper tissues, paper towels, gloves, etc.) Will be placed in leakproof bags and disposed of in the waste receptacles emptied by the District's waste removal service.

Adopted: 04/08/86

Revised: 07/14/87; 06/28/88; 03/12/91; 10/22/96

**[Excerpt from Policy GBK]****(STAFF GRIEVANCES)**

This policy does not apply to any administrative recommendation or Governing Board action, discussion, or consideration involving termination of employment.

All days referred to in this policy are school days.

***Grievance Procedure***

The major assets of any educational organization are the quality of all personnel employed, the staff relationships that exist throughout the organization, the procedures for policy formation and adoption, and the plans for enhancing educational opportunities for students. This policy is intended to encourage unobstructed communications for all staff members and is designed to improve the morale, responsibility, and staff relations within the District. Reprisals shall not be taken against any teacher or any other participant in the grievance procedure by reason of such participation.

A grievance/problem is a claim by a teacher, or a group of teachers, or the Marana Education Association that there has been a violation, misinterpretation, or failure to apply the provisions of the agreement, Board policies, customary District-level practices, or inequitable treatment of teachers. A grievance may also include any problems or concerns brought by the teacher to an appropriate administrator. Any grievance that involves multiple teachers, filing as a single unit, shall be treated as a "class-action grievance." In a class-action grievance that involves more than one (1) supervisor, the Level 0 conference will be assigned to the lowest level administrator who supervises all members of the group filing the grievance. In a class-action grievance that involves only one (1) supervisor, the Level 0 conference will be with that supervisor.

A grievant may be any teacher or group of teachers or the Marana Education Association.

The term *day*, when used in this policy, shall mean days when teachers are in attendance, except as otherwise noted.

*Appropriate administrator* refers to the administrator whose action or failure of action or other circumstance is most directly related to the complaint. In the case of a class action this will be the administrator who is most directly related to the complaints, if only one (1) is involved, or the supervisor at first subsequent level who supervises all grievants, if more than one (1) supervisor is involved.

*Other representative* refers to any certificated employee of the grievant's choosing.

The purpose of this policy is to secure, at the lowest possible level, equitable solutions to problems that may, from time to time, arise. With the permission of the grievant, the Association shall have the opportunity to be present and to state its views at the formal procedure Levels 1 and 2. If the Association is not present and the grievance is not resolved, the Association may request and then receive recorded transcripts of the proceedings or a complete and detailed written summary of events and issues. The Association shall, if requested, be present and have the opportunity to state its views at a formal procedure, Levels 3 and 4.

A grievance may not change throughout the process from the initial grievance statement.

A grievance may not be based on a statement or group of statements made at another grievance unless the statement made is false or creates misrepresentation of the facts either through omission or distortion, and the person who made the statement knew it was false or acted in a reckless disregard as to its truth or falsity. If a statement is made that fits these restrictions or limitations, the person making the statement may be subject to discipline imposed by the District.

The staff grievance policy does not apply to the Performance Based Pay Plan. Any challenges to the decisions made by the Performance Based Pay Plan design team will be submitted to their own appeals review committee. Their decision will be final, and not subject to the District grievance policy.

***Level 0. Problem solving:***

- It is understood that from time to time a problem may arise that may be resolved prior to initiation of a Level 1 grievance.
- The teacher and the appropriate administrator should meet to discuss the problem. If no satisfactory solution is reached at Level 0 then the formal Level 1 procedure can be instituted.

***Level 1. Initial formal procedure - administrator:***

- In an effort to resolve a grievance on a formal plane, the grievant or the grievant's representative must, within ten (10) working days of the alleged violation being made known to the employee or the employee's representative, make a written request for an appointment with the appropriate administrator for the purpose of discussing the situation, prior to taking steps for formally filing a grievance. The grievant shall be granted the right to attend the meeting with a representative. Resolution must be reached within five (5) days of the Level 1 meeting. If no resolution can be reached, written notice shall be filed with the administrator and the central administration indicating that Level 2 is being requested. This notification will be filed after a minimum of two (2) days and a maximum of seven (7) days.
- If the two (2) to seven (7) days occur on the last contract dates with the teacher, the Marana Education Association agrees to continue the grievance process so that a solution to the problem shall be expedited.

***Level 2. Formal procedure - administrator:***

- The formal written grievance shall clearly state the nature of the complaint and the relief sought. Information copies are to be sent to the Superintendent, the Association, and the Governing Board. If mutually agreed to, this grievance may be postponed until the following year.
- The grievant or administrator may request a conference with the other prior to the time a decision is rendered. The teacher may discuss the grievance personally or may request permission to be accompanied by an Association representative or other representative. The administrator may also ask to be accompanied by a representative.
- Within five (5) days of the receipt of the written grievance or the conference, whichever is later, the administrator shall render a written decision to the grievant, with a copy to the Association.

***Level 3. Formal procedure - Superintendent:***

- If the grievant is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered, the grievant may, within five (5) days of the decision, refer the grievance in writing to the Superintendent.
- The Superintendent shall then schedule a meeting to take place within (10) days after receipt of the request for Level 3. Persons who may participate in this meeting shall be the Superintendent, the grievant, one Marana Education Association representative or other representative of the grievant's choice, and the appropriate administrator, and the administrator's representative who was involved at Level 2. These persons shall be given five (5) days' written notice of the time and place of the meeting. The Superintendent shall, within five (5) days after the meeting, render a written decision to the grievant, with a copy to the Association.

***Level 4. Formal procedure - Governing Board:***

- If the grievant is not satisfied with the Superintendent's decision, the matter may be appealed to the Board. The aggrieved shall file a request with the Board within five (5) days of the Superintendent's decision.
- The Board will consider a request for a hearing at the next regular Board meeting. The Board will set a time and place for the hearing at the next regularly scheduled Board meeting and will notify all interested parties. The date of the hearing may, with consent by the Board or aggrieved parties, be postponed by mutual agreement.
- All interested parties shall have the right to be represented by counsel of their own choosing to present such witnesses and documentary evidence as may be pertinent.
- All parties shall be afforded opportunity for reasonable oral argument and shall be permitted to file typewritten, duplicated, or printed briefs. Copies of all briefs, notices, and requests shall be furnished to the opposing parties.
- Upon request by either party, the Board shall cause testimony presented on such hearings to be reduced to writing, but, as a condition to compliance with the request, may require the requesting party to pay the actual cost of preparing such written record for evidence.
- The Board shall, within twenty (20) days, or no longer than the next regularly scheduled Board meeting after the hearing is completed, render a decision in writing.
- Except for the actual cost of preparing written record for evidence, as provided above, no costs shall be assessed against any party to said hearing.

***Level 5. Arbitration:***

- If not satisfied with the disposition of the grievance at Level 4, the aggrieved person may, within five (5) days after the decision is rendered, request in writing to the Association that the grievance be submitted to arbitration.
- The Association may, within five (5) days after the receipt of the request, submit the grievance to arbitration, by so notifying the Governing Board in writing.



- The Board, or its designee, and the Association, within five (5) days after written notice is received by the Board, will jointly select an arbitrator. To do this the parties shall first jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, 2100 "K" Street N.W., Washington, DC 20427.
- X Upon receipt of the list, the parties shall meet within five (5) working days to jointly select an arbitrator to hear the case. If the parties are unable to agree on one (1) member of the panel, the arbitrator shall be selected in the following manner:
- o The moving party shall cross one (1) name from the list. The other party shall strike one (1) name. This process shall continue until only one (1) name remains; that being the name of the arbitrator.
- X If the above procedure is restrictive because of the time required, the parties agree that they may jointly request that the American Arbitration Association appoint an arbitrator.
- X The arbitrator shall have the authority to hold hearings and make procedural rules as deemed proper as long as time is kept to a minimum.
- X The arbitrator's decision shall be submitted in writing to the Board and to the Association.
- X All costs and expenses for the services of arbitration shall be shared equally by the Board and the Association up to an amount of one thousand dollars (\$1,000) for each party, per year, after which full costs will be paid by the party requesting arbitration.

**Level 6. Failure:**

- X Failure to file a request for the next-level hearing within the time limitations set forth in this policy shall mean that the aggrieved does not wish to pursue the matter further, and the case shall be closed, unless a waiver of the time line is mutually agreed to within the specified time line.

**(Support Staff Members)**

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

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

The decision of the Governing Board is final.

*Adopted:* July 26, 2005

[Excerpt from Policy GCBA]

(Salary Schedule Placement)

Employees new to the District who receive teaching contracts in the District will be placed on the current salary schedule according to the following criteria:

- X *Experience credit:*
  - X Experience may be credited for complete years in a full-time teaching position in an accredited public or private school.
  - X Credit for a maximum of six (6) years' experience may be granted.
- X *Academic credit:*
  - X A teacher who has completed course work may receive credit for this work and be placed on the teacher's salary schedule in the appropriate cell if the following criteria are met:
    - X All course work must lead directly to improvement of the instructional program (content or methodology) in assigned teaching areas or such other areas as the District shall designate in priority areas for cross-training or extension.
    - X Advanced-degree programs in District approved areas.
    - X The course work must not be necessary to secure Arizona certification.
    - X Credit earned beyond an advanced degree may be granted only if the course work was completed after the degree was awarded and is not part of the degree program or the credit earned was a result of the District's in-service training activities.
    - X Credit will be granted only for successful completion of courses through accredited colleges or universities.

Adopted: 04/25/89  
Revised: 10/22/96; 0626/01

The following salary plan is what was developed during the meetings with the Salary Plan Committee composed of members of the MEA, Administration and the Governing Board. This salary plan does not require or limit a percentage salary increase, it is only a formula to apply to the salary increase approved by the Marana Governing Board.

**Flat Rate = Total Salary times x percent divided by total number of certified employees**

- A. Up to and including the first two percent given is a flat rate applied to all certified staff at last year's salary and one half of the flat rate amount is added to hiring base salary.
- B. Between 2.1 and including four percent the amount is added as a percent of the individual's last year's salary.
- C. Over four percent, half of the percentage would be added as a percent of the individual's last year's salary and half of the percentage would be a flat rate amount added to last year's salary.

Examples: Employees last year's salaries: \$25,000 + \$30,000 + \$35,000 = \$90,000  
 Four percent pay increase.  
 First two percent is flat rate:  $\$90,000 \times 2\% = \$1,800/3 \text{ employees} = \$600$   
 Second two percent is percent of employee's last year's salary.

For purposes of example only:	A	B	Total Salary
Percent Increase	First Two Percent	2.1 up to/incl 4%	
\$25,000 LY Salary	\$600	\$500	\$26,100
\$30,000 LY Salary	\$600	\$600	\$31,200
\$35,000 LY Salary	\$600	\$700	\$36,300

Professional Growth:

Bachelor's level: One percent of hiring base for each six units in increments of six for BA+6 through BA+48

Master's level and BA+60 through BA+96: Two percent of hiring base for each twelve units in increments of 12 for BA+60 through BA+96 and for each six units in increments of six for MA+6 through MA+66

Hiring Base will be increased at least 1/2 of flat rate. New teachers on Level A, with no experience and no additional credits above a BA, will not have a higher salary than the second year teachers.

There will be a "National Board Certification Stipend" of \$2000 per year, for up to ten years for those achieving, and maintaining the certification awarded by the National Board of Professional Teaching Standards.

Adopted: 06/09/98  
 Revised: 06/27/00; 6/11/02; 7/8/03; 5/25/04; 05/10/05

# MARANA UNIFIED SCHOOL DISTRICT NO. 6

## Teacher Salary Chart

2005-2006

Teacher Hiring Rates:

Yrs. Experience		BA	MA	EDSP
Level A	0 - 3	\$ 29,588	\$ 31,433	\$ 35,272
Level B	4 - 5	\$ 30,537	\$ 32,443	\$ 36,409
Level C	6+	\$ 31,486	\$ 33,453	\$ 37,583

Teacher Professional Growth Increments:

BA + 6 \$296	BA + 12 \$296	BA + 18 \$296	BA + 24 \$296	BA + 30 \$296	BA + 36 \$296
BA + 42 \$296	BA + 48 \$296	BA + 60 \$592	BA + 72 \$592	BA + 84 \$592	BA + 96 \$592

MA + 6 \$592	MA + 12 \$592	MA + 18 \$592	MA + 24 \$592	MA + 30 \$592	MA + 36 \$592
MA + 42 \$592	MA + 48 \$592	MA + 54 \$592	MA + 60 \$592	MA + 66 \$592	

**Coaches' Salary Schedule**

**2005-2006**

2676

Index Base

Group	Factor	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	1.0	<u>2676</u> 1.0	<u>2810</u> 1.05	<u>2944</u> 1.10	<u>3077</u> 1.15	<u>3211</u> 1.20	<u>3345</u> 1.25	<u>3479</u> 1.30	<u>3613</u> 1.35	<u>3746</u> 1.40	<u>3880</u> 1.45	<u>4014</u> 1.50	<u>4148</u> 1.55
B	.9	<u>2408</u> .9	<u>2529</u> .945	<u>2649</u> .99	<u>2770</u> 1.035	<u>2890</u> 1.08	<u>3011</u> 1.125	<u>3131</u> 1.17	<u>3251</u> 1.215	<u>3372</u> 1.26	<u>3492</u> 1.305	<u>3613</u> 1.35	<u>3733</u> 1.395
C	.8	<u>2141</u> .8	<u>2248</u> .84	<u>2355</u> .88	<u>2462</u> .92	<u>2569</u> .96	<u>2676</u> 1.0	<u>2783</u> 1.04	<u>2890</u> 1.08	<u>2997</u> 1.12	<u>3104</u> 1.16	<u>3211</u> 1.20	<u>3318</u> 1.24
D	.7	<u>1873</u> .7	<u>1967</u> .735	<u>2061</u> .77	<u>2154</u> .805	<u>2248</u> .84	<u>2342</u> .875	<u>2435</u> .910	<u>2529</u> .945	<u>2622</u> .98	<u>2716</u> 1.015	<u>2810</u> 1.05	<u>2903</u> 1.085
E	.6	<u>1606</u> .6	<u>1686</u> .63	<u>1766</u> .66	<u>1846</u> .69	<u>1927</u> .72	<u>2007</u> .75	<u>2087</u> .78	<u>2168</u> .81	<u>2248</u> .84	<u>2328</u> .87	<u>2408</u> .90	<u>2489</u> .93
F	.5	<u>1338</u> .5	<u>1405</u> .525	<u>1472</u> .55	<u>1539</u> .575	<u>1606</u> .6	<u>1673</u> .625	<u>1739</u> .65	<u>1806</u> .675	<u>1873</u> .7	<u>1940</u> .725	<u>2007</u> .75	<u>2074</u> .775

GROUP A

Football Head High School Coach

GROUP C

E  
Cross Country

GROUP

All Other  
Head Coaches Middle School

GROUP B

Basketball Head High School Coach  
Baseball Head High School Coach  
Softball Head High School Coach  
Track Head High School Coach  
Wrestling Head High School Coach  
Soccer Head High School Coach  
Volleyball Head High School Coach  
Athletic Trainer\*

Golf  
Tennis

Head High School Coach  
Head High School Coach

GROUP

F

Swimming Head High School Coach  
Assistant Coaches Middle School

GROUP D

All Other Assistant Coaches High School  
Head Football Coach Middle School  
Athletic Trainer - Stipend for each sport

\*This amount is based on a full teaching schedule. A modified schedule may result in a reduction of the addendum amount.

Revised: 7/06/93; 6/14/94; 06/04/96; 05/27/97; 06/09/98; 05/25/99; 05/23/00; 06/12/01

**(Coaches Salary Schedule)**

## Placement of Coaches on Salary Schedule

1. Coaches would be placed on the appropriate step based on district experience (but no higher than Step 12).
2. When an assistant coach is promoted to head coach in the same sport, he/she receives full longevity credit for in-district service.
3. When a coach goes from assistant or head to a different sport, he/she is placed on Step 1.
4. When a head coach goes to an assistant coach in the same sport, he/she receives all longevity earned in that sport.
5. When a coach moves from high school to middle school, or middle school to high school in the same sport, he/she receives full longevity credit in that sport.
6. If a coach moves from middle school to high school, or high school to middle school in a different sport, he/she is placed on Step 1.
7. No longevity credit is received when one moves from the extra-curricular salary schedule to the coaches' salary schedule, or vice versa.
8. If a coach moves from boys to girls, or girls to boys in the same sport, he/she receives full longevity credit for in-district service.
9. If a coach quits coaching for several years, and then begins again in the same sport, he/she receives credit for the years he/she has earned.

Adopted: July 26, 2005

Extracurricular Salary Schedule

Pol

2005-2006

2313

Index Base

Group	Factor	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	1.0	<u>2313</u> 1.00	<u>2429</u> 1.05	<u>2544</u> 1.10	<u>2660</u> 1.15	<u>2776</u> 1.20	<u>2891</u> 1.25	<u>3007</u> 1.30	<u>3123</u> 1.35	<u>3238</u> 1.40	<u>3354</u> 1.45	<u>3470</u> 1.50	<u>3585</u> 1.55
B	.8	<u>1850</u> 0.80	<u>1943</u> 0.84	<u>2035</u> 0.88	<u>2128</u> 0.92	<u>2220</u> 0.96	<u>2313</u> 1.00	<u>2406</u> 1.04	<u>2498</u> 1.08	<u>2591</u> 1.12	<u>2683</u> 1.16	<u>2776</u> 1.20	<u>2868</u> 1.24
C	.6	<u>1388</u> 0.60	<u>1457</u> 0.63	<u>1527</u> 0.66	<u>1596</u> 0.69	<u>1665</u> 0.72	<u>1735</u> 0.75	<u>1804</u> 0.78	<u>1874</u> 0.81	<u>1943</u> 0.84	<u>2012</u> 0.87	<u>2082</u> 0.90	<u>2151</u> 0.93
D	.5	<u>1157</u> 0.50	<u>1214</u> 0.525	<u>1272</u> 0.55	<u>1330</u> 0.575	<u>1388</u> 0.60	<u>1446</u> 0.625	<u>1503</u> 0.65	<u>1561</u> 0.675	<u>1619</u> 0.70	<u>1677</u> 0.725	<u>1735</u> 0.75	<u>1793</u> 0.775
E	.3	<u>694</u> 0.30	<u>729</u> 0.315	<u>763</u> 0.33	<u>798</u> 0.345	<u>833</u> 0.36	<u>867</u> 0.375	<u>902</u> 0.39	<u>937</u> 0.405	<u>971</u> 0.42	<u>1006</u> 0.435	<u>1041</u> 0.45	<u>1076</u> 0.465
F	.2	<u>463</u> 0.20	<u>486</u> 0.21	<u>509</u> 0.22	<u>532</u> 0.23	<u>555</u> 0.24	<u>578</u> 0.25	<u>601</u> 0.26	<u>625</u> 0.27	<u>648</u> 0.28	<u>671</u> 0.29	<u>694</u> 0.30	<u>717</u> 0.31

Revised 7/6/93; 6/14/94; 6/4/96; 5/27/97; 6/9/98; 5/25/99; 5/23/00; 6/12/01; 5/25/04; 5/10/05

**Group A**

Band Sponsor High School  
Cheerleader High School

**Group B**

Student Council High School  
Drama Sponsor High School  
Yearbook Sponsor High School  
Newspaper Sponsor High School  
Head Decathlon High School

**Group C**

Danceline/Poms Sponsor High School  
Choir Sponsor High School  
Orchestra Sponsor High School  
Forensics High School  
Dance High School  
Musical Director High School  
Careerr & Technical Education Service High School  
Organizations: FFA Sponsors, FCCLA, VICA (up to 10)  
FBLA, DECA, Vocational Foods

**Group D**

Assistant Decathlon High School  
Junior Class Sponsor (Prom) (one season concession) High School  
Assistant Cheer Flag High School  
Band Sponsor Middle School  
Orchestra Sponsor Middle School  
Student Council Middle School  
Choir Sponsor Middle School  
Drama Middle School  
Yearbook Sponsor Middle School

**Group E**

Special Olympics District  
Head Sponsor \*Pep/Season Sponsor Middle School  
Newspaper Sponsor Middle School  
Musical Assistant (3) High School  
Nat'l Honor Society High/Middle  
Key Club High  
\*Key Club Middle (If not allocated, may be used for other sponsorship m

**Group F**

Senior Class Sponsor  
Chess Sponsor Sophomore Class Sponsor  
Freshman Class Sponsor  
Special Olympics Asst. Sponsor  
Decathlon Subject Honorariums  
Band,Orchestra Choir  
Elementary Schools; Bui \$2.00/student enrollment building leadership team v  
GEM \$500  
Sub Abuse \$1,000  
Intramural \$1,000  
Lunch Duty \$1,000

**[Excerpt from Policy GCBD]****(Waiver of Single Health Coverage)**

If school personnel desire **not** to carry any District group coverage, a "Waiver of Group Medical Insurance" form must be submitted to the District business office by September 8 of the current year, to be forwarded to the Governing Board for approval.

The District-paid group insurance allowance of up to \$3855.84 shall remain with the District if a Waiver of Group Medical Insurance form is executed. Notwithstanding an employee's election to waive group medical coverage, other forms of insurance, (i.e., dental, life, or vision) may, at the option of the employee, be selected. If the employee desires such insurance, four hundred dollars (\$400.00) will be allowed for these benefits. If the cost exceeds \$400.00, the additional cost will be handled as a payroll deduction or reduction through the cafeteria plan. If the cost is less than \$400.00, the excess funds will remain with the District.

Adopted: 10/28/86

Revised: 05/89; 07/10/90; 10/22/96; 06/26/01; 05/14/02; 6/11/02; 7/8/03

**(Sick Leave and Personal Business Leave)**

All "sick" and "personal" days will now be referred to as "leave days" within the entire Certificated Negotiated Agreement for those teachers who have and maintain at least twenty-four (24) days of sick leave.

A teacher shall accrue two (2) days of sick leave per pay period for each of the first six (6) pay periods of employment up to a total of twelve (12) days per year. Teachers who are employed for less than full-term contracts will receive their sick leave on a prorated basis, the unused portion of which shall accumulate from year to year to a maximum of one hundred fifty-six (156) days. The leave days shall be taken by the teacher for the following reasons and subject to the following conditions:

- *Personal health disability or impairment.* Teachers may use all or any portion of their leave for personal health reasons.
- *Family health care.* Teachers may use all or any portion of their leave to care for or make arrangements for health care for a member of their family.
- The District shall furnish all teachers with written statements of their total accumulated sick/leave days not later than the second pay period in November, which will be reconciled with the administrator of each site. In addition, the District will furnish in May to each administrator a document listing each teacher's accumulated sick leave, to be used for information purposes only.



- Effective July 1, when a teacher has reached thirty (30) days of accumulated sick/leave days, six (6) days of the teacher's accumulated sick leave may be used for personal leave for the entire school year. Effective July 1, if a teacher has less than thirty (30) days of accumulated sick leave, four (4) days of the teacher's accumulated sick/leave days may be used for personal leave for the entire school year. Personal/leave days taken will be deducted from sick leave.
- Teachers will not utilize personal/leave days on preservice days, and in-service days. Requests for personal/leave days on the days prior to, or following, a vacation must be submitted to the administration for approval or rejection.

A teacher who has exhausted all health leave shall be granted a leave of absence until the required health care is complete, not to extend beyond the end of the contract year. At the conclusion of the health care, the teacher shall be reinstated to the status held when the leave began without decrease in rate of compensation or loss of promotional opportunities or any other rights or privileges of employment, as long as the teacher returns to work prior to the end of the contract year or notifies the District of intent to return by June 30 of the following school year. This provision will apply only to this policy.

A teacher who has exhausted all earned personal days may use sick leave days for court dates for the purpose of completing adoption procedures. A maximum of five (5) days per child adopted will be available.

Effective July 1, a teacher must have accrued one hundred thirty (130) days of accumulated sick leave to be eligible to sell ten (10) days back to the District at a twenty-five percent (25%) per diem rate. A request, in writing, must be submitted to the chief financial officer between July 1 and March 31 of each school year.

Upon terminating employment with the District after three (3) years or more of continuous service, a teacher will be paid for unused sick/leave days at twenty-five percent (25%) of the current per diem rate based on current schedule, divided by the number of contract days.

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave or who has chosen not to use accumulated sick leave days shall be granted an unpaid leave of absence. Such unpaid leave shall also be granted to a teacher if a member of the immediate family has an illness or injury.

The District will make available up to ten (10) days of paid leave to any employee voluntarily entering and successfully completing an approved residential substance-dependency treatment program. These days shall be in addition to other agreed benefits.

The employee must submit official written verification of admission into the program, as well as a doctor's release to return to work.

### **Maternity Leave**

The Board shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom, and any other temporary disability resulting therefrom, as they would treat any other health leave.

A certificated employee desiring leave for maternity reasons should discuss the proposed dates of such leave with the immediate supervisor, as far in advance of the leave date as possible in order that the educational process may proceed with a minimum of interruption.

A written request for leave should be submitted to the Superintendent's office through the supervisor at least eight (8) weeks prior to the anticipated leave date.

The District may require a statement by a physician or other legally competent medical practitioner attesting to the employee's ability to discharge her duties. Such statement will have a direct bearing upon the Superintendent's recommendation regarding the leave date.

***Paternity leave.*** A male teacher shall be granted one (1) day of sick leave absence on the day of the birth of his child, and he shall be granted one (1) day of sick leave absence when the mother and/or child leave the hospital.

### **Catastrophic Illness Leave**

The catastrophic illness leave policy is intended to provide an employee additional time to spend with a family member who is terminally ill.

The employee will receive extended sick leave for the first ten (10) days utilized and will have the cost incurred for the substitute deducted from the employee's pay.

*Catastrophic illness* is defined as an illness that will, in the opinion of the attending physician, normally result in death within one (1) year. A statement to this effect must accompany the request for catastrophic illness leave.

Ten (10) days of leave per person who is ill is available. There is a maximum of ten (10) days per year per employee. The benefit will be allowed only once for each ill person during the employee's career in the District. (For the purpose of this policy a year is defined as July 1 through June 30.)

The terminally ill person must be a spouse, child, parent, or dependent, as defined by the Internal Revenue Service (IRS).

This leave will be available only after accumulated sick leave is exhausted.

### **Assault Leave**

As an additional fringe benefit, the Governing Board adopts the following assault leave policy for the benefit of all District employees:

- An employee who is injured due to a physical assault while acting in an official District capacity, and thereby is unable to perform assigned work responsibilities, may petition the Governing Board for (a) a temporary or permanent assignment to another District position or (b) a specified number of additional sick leave days above and beyond days previously accrued.
- The petition described above shall be in writing and shall demonstrate the following:
  - The employee's injury was caused by a physical assault.
  - The employee was acting in the scope of assigned employment at the time of the assault.
  - The employee did not cause, precipitate, or aggravate the assault.

- The employee's injuries were not aggravated or exacerbated by any unreasonable action by the employee.
  - The nature and extent of the employee's injuries, as documented by the employee's physician and, if requested by the District and at its expense, documented by a physician selected by the District.
- Upon receipt of the petition, the Governing Board shall evaluate and grant, deny, or grant in part and deny in part the petition, in its sole discretion. In making its decision, the Governing Board may, at its discretion, consider information other than that contained in the petition. Such other information may include, but is not limited to, the particular circumstances of the assault, whether the employee is receiving other insurance benefits such as long-term disability benefits, the availability of other suitable positions within the District, the recommendations of District administrators, and any other information the Governing Board may deem relevant.
  - Sick leave granted pursuant to this policy shall be limited initially to twenty (20) working days. The Governing Board may grant additional sick leave in increments not to exceed twenty (20) working days, provided that each increment is separately approved by the Governing Board and a new petition is prepared and submitted to the Governing Board for each increment of additional sick leave requested. Each decision to grant additional sick leave shall be at the sole discretion of the Board, irrespective of prior decisions relating to that employee or other employees.

*Adopted:* July 26, 2005

<b>Professional Staff Personal/Emergency/Religious Leave</b>	<b>Policy GCCB</b>
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**(Religious Leave)**

Any employee whose religious affiliation requires the observance of a holiday other than those scheduled in the school calendar shall be granted one (1) day paid leave per year to honor such an observance, with prior approval. A rationale for the leave may be requested.

Adopted: 11/09/82  
 Revised: 03/16/87; 09/26/95; 10/22/96

<b>Professional Staff Leaves of Absence Without Pay</b>	<b>Policy GCCC</b>
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**[Excerpt from Policy GCCC]**

**(Long-Term Absences and Leaves)**

All requests for leaves of absence shall be considered on the basis of established criteria.

Leaves of absence may be granted for up to one entire school year or the remaining portion of the school year. A leave of absence for the remainder of a school year may be granted in cases where personal emergency arises.

Each application for leave of absence shall be submitted through the building principal or immediate supervisor. The application shall state a clear, concise and specific reason for the requested leave of absence and state clearly and precisely how the time will be used if the leave is granted. The length of time for which the leave is requested shall be stated in the request.

Except in the case of a medically related leave, or an emergency, an application for a leave of absence must be received in the personnel office at least sixty (60) days prior to the start of the leave.

Leave shall begin at a time determined cooperatively between the principal or immediate supervisor and the applicant, provided that in the event of lack of agreement, final judgment shall be made by the Superintendent or designee.

The following stipulations shall apply to granted leaves of absences:

- X An employee who has taken leave will return to work in the fall semester unless another time has been mutually agreed upon with the concurrence of the Board.
- X The employee must notify the special administrator for personnel, in writing, of intention to resume employment. This notification must be received by March 15 of the school year if the employee intends to return to work in the Fall semester.

If the leave of absence is granted, all rights to tenure, retirement, accrued leave with pay, and any other benefits provided by School District policy and law shall be preserved and available to the employee upon return to work after termination of the leave of absence. No additional length of service, contribution to retirement, additional accrued leave with pay, or other benefit will be added to the credit of the employee or will be earned by the employee during the length of the leave of absence.

Benefits will be restored to the employee upon the return to work.

Employee advancement on the salary schedule for a teacher on leave for part of a school year shall be as follows:

- X If the teacher is on active teaching service for the major portion of a school year, the employee shall receive a salary increase, when applicable. *The major portion of a school year* is defined as working one-half of the working days (excluding vacations and holidays, but including any non-student contact working days) plus one (1) day of that school year.

Teachers on paid leave of absence, unless otherwise provided here, shall receive wages, health and welfare coverage, and retirement credit in the same amounts as if they were not on leave. Persons on unpaid leave of absence other than for medically related reasons shall continue health and welfare coverage and retirement through the end of the pay period.

The terms *leave* and *leave of absence* shall include, but not be limited to, maternity leave.

The teacher requesting a leave of absence may request that the discussion of the reason for the request be restricted to executive session.

The District recognizes that certain personnel absences and leaves are necessary for a variety of reasons:

- X A leave of absence of up to one (1) year, which may be renewed, may be granted to any teacher, upon application, provided that such request meet Board-approved criteria.
- X Any employee who anticipates or accrues an absence of twenty-nine (29) continuous working days or more must apply for a leave of absence. District insurance benefits will continue automatically during such period.

- X An employee who has been employed by the District for the fourth consecutive contract, and has exhausted sick leave must apply for a leave of absence. At that time the employee may petition the Governing Board for the continuation of District-paid insurance benefits through the length of the requested leave, not to exceed the end of the premium year. An employee who has been employed by the District for three (3) consecutive years or less and has exhausted sick leave must apply for a leave of absence without continued insurance benefits.
- X A teacher on leave who wishes to return prior to the end of the approved leave, will be limited to applying for any open position for which the teacher is qualified.
- X A returning teacher whose position no longer exists or has been filled by another teacher, and who is to be assigned to a different school, shall be treated under the provisions of the District transfer policy. Every effort will be made to provide returning teachers to the same or comparable positions if they return after a one (1) year period.
- X If the position of a teacher on a requested leave of absence who desires to return early has not been filled on contracted basis, the teacher may return to the original position.

In case of non-allowable leave, the contract will be divided by the number of contract days in the school year to determine the daily salary that shall be deducted for each day absent from employment (based on the current salary schedule, divided by the number of contract days).

Failure to request a leave of absence, as specified in this policy, may result in disciplinary action.

An employee who has accrued sick leave may continue to use it for approved reasons until it expires, even though the employee may have requested a leave of absence.

Adopted: 07/08/80

Revised: 11/09/82; 04/11/88; 06/28/88; 03/90; 07/10/90; 10/22/96

**[Excerpt from Policy GCCD****(Military Leave)**

A member of the national guard shall not, because of membership therein or absence from employment under competent military orders, be deprived of employment, nor shall any person be dissuaded from enlisting in the military forces of the state or the United States by threat of or actual infliction of physical punishment or economic damage.

An employer shall not refuse to permit members of the national guard to take leaves of absence from employment for the purpose of complying with competent orders of the state or United States for active duty, or to attend camps, maneuvers, formations or armory drills. The leaves of absence shall not affect vacation rights which employees other wise, have, except that an employer need not consider the period of absences as a period of work performed in determining eligibility for vacation and the amount of vacation pay to which the employee is entitled.

A member of the national guard shall not lose seniority or precedence while absent under competent military orders. Upon return to employment the employee shall be returned to her/his previous position, or to a higher position commensurate with her/his ability and experience as seniority or precedence would ordinarily entitle her/him.

An employee who is a member of the national guard shall be entitled to leave of absence from her/his duties without loss of time or efficiency rating on all days during which s/he is engaged in field training and for a period during leave of absence not to exceed thirty days in any two consecutive years s/he shall be entitled to her/his pay. An employee shall not be charged military leave for days on which the individual was not otherwise scheduled for work.

Adopted: 11/09/82

Revised: 05/27/97

**[Excerpt from Policy GCCD]****(Public Office)**

An employee elected to public office may be required to take a leave without pay when such duties conflict with the employee's regular school district assignment.

All other rights and benefits shall be restored to the teacher as fully as though such leave had never been taken. Seniority shall accrue during the periods of leave, but not for salary purposes.

Adopted: 11/09/82

Revised: 10/22/96

**Professional Leave**

Leave for certificated employees participating in activities of a professional nature may be granted by school principals and/or the Superintendent. Professional leave may be granted with the following stipulations:

- X Request for leave must be presented to the school principal in writing prior to granting of leave.
- X The request will state, in a clear manner, the purpose of the leave and the length of time requested for the leave.
- X The request should be presented to the principal at least six days prior to the day the leave is to begin.
- X If the employee receives pay during participation in the professional activity, no salary credit increase on the teacher's salary schedule will accrue to the employee.
- X If the employee is required to attend the professional activity by the School District, the employee will, in addition to professional leave, be granted travel costs, meals, lodging, and fees required for participation in the activity.
- X The Board may grant out-of-state employee travel costs, lodging, meals, and activity registration fees, as well as professional leave, upon recommendation by the school principal and the Superintendent. In-state travel may be approved by the Superintendent.
- X Seniority shall accrue during the period of leave, but not for salary schedule purposes.
- X Professional leave with pay will be granted to teachers to attend the funerals of their current students.

Contingent on IDEA funding being available and allowed for this purpose, at the discretion of the school principal, three (3) days of additional professional release time will be made available for each FTE of special education teacher per year. The District shall fund three (3) days of additional professional release time for each FTE of special education teacher per year, as needed, and an annual maximum of 15 hours paid at the ancillary pay rate, at the discretion of the building principal. This additional release will be available for the 2005 – 2006 school year only, after which it is subject to reconsideration in negotiations.

Adopted: 07/08/80

Revised: 11/09/82; 03/31/89; 10/22/96; 07/08/03; 05/10/05

**Sabbatical Leave****Policy GCCF**

Sabbatical leave may be granted for the purpose of furthering a teacher's professional growth, with the following stipulations:

- X A teacher who has been employed in the District for a period of seven consecutive years immediately prior to the year of sabbatical leave will be eligible to apply for a sabbatical leave for either one-half year (a semester) or one full year (two consecutive semesters).
- X Sabbatical leave may not exceed a period of one year. The Board may authorize sabbatical leave, as early as possible, when it deems such leave of absence to be reasonable, for good cause, and of benefit to the District as well as to the individual.
- X The Board shall authorize a salary as provided by the state law (A.R.S. 15-548) to be paid to the teacher to whom a sabbatical leave is granted.
- X Applications for sabbatical leaves for the first semester or for a full year beginning with the first semester must be submitted to the District prior to February first of the previous school year. Applications for sabbatical leave for the second semester shall be submitted by October 1 of the school year.
- X Teachers shall include with their application for sabbatical leaves recommendations from the principal and from the Association, and a plan of study that includes the details for travel and/or study in an approved college or university or for a problem or project for research or writing to be pursued independently by the applicant.

Adopted: 11/09/82

Revised: 03/13/84; 07/85; 10/22/96

**Professional Staff Voluntary Transfer of Accrued Sick Leave****Policy GCCG****(Sick Leave Bank)**

Subject to the terms, conditions and limitations referenced in this policy, a qualifying employee may be able to receive and use sick leave in addition to the leave normally afforded to the employee by means of a grant of additional sick leave from the District's sick leave bank.

To be entitled to request and, if granted, use additional sick leave from the District's sick leave bank an employee must:

- X Have a non-job related extended and seriously incapacitating illness, injury or disability, either personally or in the immediate family. (For the purpose of this policy, the term *immediate family* is defined as the employee's spouse and the children and parents of the employee or spouse.) An extended and seriously incapacitating illness, injury or disability is one that results in a reasonably unavoidable absence of the employee from regularly assigned duties for a minimum of fifteen (15) days. These days are to be taken consecutively unless the qualifying employee has (in addition to the required doctor's written documentation of the condition) doctors' written order to receive intermittent debilitating temporary treatment(s) for a life-threatening condition. A doctor's written orders for the treatment(s), including the schedule of the treatment(s) required, must be provided



with the employee's request for days from the sick leave bank. The employee must provide documentation that each treatment was received.

- X Have exhausted all accumulated leave days, or be in a position where all such leave days will be exhausted prior to use of any days from the sick leave bank.
- X Be a qualifying employee. (For the purpose of this policy, a qualifying employee is any District employee who, in compliance with the conditions described below, either (a) has indicated an intention to donate sick leave, or (b) has donated sick leave for the current fiscal year, or (c) has donated sick leave in five (5) prior fiscal years, as described in and subject to the conditions described below. An employee ceases to be a qualifying employee when the employee, or the family member, whichever is applicable, qualifies for long-term disability coverage under the Arizona State Retirement System or any other long-term disability program. Notwithstanding the above, substitute teachers, regular and long-term, may not participate in the sick leave bank program referenced by this policy, and are not qualifying employees.)

An employee who satisfies all of the requirements outlined above and who desires to receive additional sick leave must submit a written petition to the District's personnel office, directed to the attention of the sick leave bank review committee, requesting a grant of additional sick leave from the District's sick leave bank. The petition must contain information indicating that the employee satisfies the criteria set forth above and must be supported by a written statement from the personal physician of the employee or the family member, whichever is applicable. The written statement from the personal physician should contain information regarding the condition (diagnosis), medication (if any), and prognosis.

In the petition for additional sick leave, the employee may request up to thirty (30) days of sick leave from the sick leave bank. If additional leave is warranted, the employee may later apply for additional days, up to a maximum of (a) sixty (60) days per approved illness, injury or disability or (b) ninety (90) days in any two fiscal years (July 1 to June 30), whichever limitation first occurs. If an employee who requests and receives additional sick leave from the sick leave bank later qualifies for long-term disability coverage under the Arizona State Retirement System or other disability program, or the family member qualifies for such coverage, whichever is applicable, the right to use the additional sick leave previously granted is automatically terminated effective as of the date that the person who is ill, injured or disabled qualifies for such coverage. If an employee loses pay solely as a result of a late request for additional sick leave, and the additional leave is thereafter granted, the employee's pay will be restored, and the records pertaining to the employee will be amended to show absence due to the use of sick leave, as of the next succeeding pay period.

The sick leave bank review committee shall, if reasonably possible, review an employee's request to receive additional leave from the sick leave bank within five (5) working days of its receipt by the personnel office, and shall notify the employee of its decision within three (3) working days thereafter. Decisions concerning use of the sick leave bank are made at the absolute discretion of the sick leave bank review committee, which may deny an employee's application for additional sick leave in whole or in part for any reason, including but limited to reasons relating to (a) the remaining number of days in the sick leave bank, (b) the employee's past history of contributing leave days to the sick leave bank, (c) other resources available to the employee, or (d) the nature of the illness, injury or disability. Any requests of the sick leave bank review committee that do not satisfy the requirements of the sick leave bank policy are not subject to appeal. If policy requirements were met and the request was denied, an appeal may be requested for a medical review by a medical professional. The medical professional must be impartial and submit within five (5) work days their medical review to the sick leave bank review committee for their final review.

Any District employee (other than regular and long-term substitute teachers, who are not eligible to participate in the sick leave bank program) who desires to be eligible to request additional sick leave from the District's sick leave bank must contribute one (1) day of earned sick leave in the applicable fiscal year to the sick leave bank. To donate sick leave so as to be eligible for the sick leave bank program, an employee must give written notice, on a form supplied by the District, of intention to do so within the 30 consecutive day period immediately following the employee's return to work for a new fiscal school year or in the case of a new employee within the 30 consecutive day period immediately following their date of employment. Upon receipt by the District's business office of the written notice, the employee becomes a qualifying employee beginning on the day after the expiration of the 30 consecutive day period and ending after a 12 month period. An employee having donated in the 2000-2001 school year who will be returning to work at the usual time for their position in the 2001-2002 school year retains their "qualifying employee status" until the expiration of their 30 consecutive day period after return to work. A new employee hired with the District has one month from the date of employment in which to submit their written notice directly to the business office. The employee's "qualifying employee status" then continues through the remainder of that fiscal year. Notwithstanding the above, when a District employee has donated five (5) days to the sick leave bank, no further donation of sick leave is required for the employee to remain a qualifying employee, which status would then terminate only if and when the employee (a) ceases to remain continuously employed by the District, or (b) receives a grant of additional leave from the sick leave bank. Once an employee has donated a maximum of five (5) days to the sick leave bank, a donation of only one additional day per year will be accepted, unless days are granted to the employee from the sick leave bank. If the total number of days in the sick leave bank is unable to fulfill acceptable requests, current staff will be notified and up to three additional days per staff member will be accepted for a predetermined 30 day period. An employee who requests and is granted leave from the sick leave bank shall donate one (1) sick leave day per fiscal year, for a period of five (5) years following the employee's return to work. Donations to the sick leave bank are irrevocable, and an employee who resigns, retires, or is terminated or declines to make continue contributions to the sick leave bank is not entitled to withdraw previously contributed days.

Sick leave days available in the sick leave bank shall be available for use on a first-come, first-served basis, and the sick leave bank committee will deny all requests for additional sick leave if, in any given fiscal year, the committee has already awarded to other employees all available additional sick days. Unused days in the sick leave bank shall be carried over from year to year.

Days of leave donated to the sick leave bank pursuant to this policy shall be converted into a dollar equivalent based on the per diem salary of each donating employee. Similarly, paid days of leave received from the sick leave bank shall be based on the receiving employee's per diem salary as of the date that the leave is utilized. As an example, if four employees each earning \$100.00 per day each contribute one day of leave to the sick leave bank, the bank will be credited with \$400.00. A qualifying employee earning \$200.00 per day could be awarded up to two days of additional leave from the sick leave bank as a result of these donations ( $2 \times \$200.00 = \$400.00$ ).

The personnel office shall, on no less than an annual basis, determine and report to the District's employees the status of the sick leave bank, including the dollar value of and number of days donated to the bank, as well as the value of and number of days used from the bank by the District's employees. This information will be used to determine if changes should be made to this policy in future years.

The sick leave bank review committee shall be composed of one member appointed by MEA, one member appointed by MESP, and one member appointed by the District administration. These three will meet annually and shall select two additional members at large. The terms of all members shall be one year.

Policy Adopted: 10/10/95  
Revised: 05/27/97; 05/25/99; 06/26/01

<b>Professional Staff Bereavement Leave</b>	<b>Policy GCCH</b>
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In case of death in the employee's immediate family, and upon approval by the building principal or immediate supervisor, a certificated employee may be authorized bereavement leave of up to and including five (5) working days with pay, not to be deducted from the employee's accumulated sick leave. If the death in the family requires a leave longer than five (5) days, such additional approved leave with pay shall be deducted from the employee's accumulated sick leave. Should the employee not have sufficient accumulated sick leave to cover the approved leave, the employee's pay shall be reduced by an amount equal to the daily rate of pay multiplied by the number of days of absence for bereavement not covered by sick leave.

*Immediate family* is defined as spouse, children, parents of either spouse, grandparents of either spouse, brothers and sisters of either spouse, grandchildren, guardian or dependent person or either spouse (defined by the Internal Revenue Code).

In the event of the death of a staff member, other staff members, upon request, may be excused from duties to attend local funeral services at no loss of pay.

Adopted: 11/09/82  
Revised: 10/22/96

<b>Arrangements for Substitute Staff Members</b>	<b>Policy GCGB</b>
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The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers will be required to call the substitute line at least one and one-half hours before the time they are to report for work, to advise the District of their need for substitutes.

The District will maintain and substitute calling system that includes at least the following features and procedures:

- X The system will provide 24-hour access.
- X Teachers will be able to leave recorded messages.
- X Teachers will have instruction cards.
- X Teachers will receive instruction on use of the system.

The teacher's request for a specific substitute will be honored when possible and practical. If a teacher is absent for an extended illness (four days or more), every reasonable effort will be made to employ the same substitute for that classroom assignment.

Covering for another teacher shall be on a voluntary basis, and the lists and arrangement shall be worked out at the individual buildings.

Adopted: 08/23/83  
Revised: 04/85; 06/28/88; 09/26/95; 10/22/96

**(Professional Improvement)**

The Board recognizes that participation by certificated teachers in activities of a professional nature contributes to the professional growth of the teachers and the improvement of instruction in the school system. Such participation includes, but is not limited to, activities of professional education organizations; service on committees, boards, and commissions; attendance at conferences, workshops, and other meetings; and observation of other programs in action in the subject-matter areas in which they teach.

Professional leave with pay may be granted to a teacher to serve on a board, committee, or commission sponsored by a professional education association if the teacher is an official delegate to the association. Expenses for registration, transportation, and meals and lodging will be assumed by the teacher or the professional association.

Professional leave with pay may also be granted to teachers to attend conferences, workshops, and other programs in action related to the subject-matter areas they teach or coach. Expenses for registrations, transportation, meals and lodging may be assumed by the District in all or in part.

Request for any professional leave must be approved in advance of the leave by the principal or by the Superintendent or designee, and will be approved only if District funds are available.

The Governing Board recognizes and encourages participation in activities that increase instructional effectiveness in the assigned teaching area or such other areas as the District shall designate as priority areas for cross training. Salary schedule advancement or compensation for attendance in these types of activities may be granted, with the following stipulations:

- X Participants may not be paid or have any or all of their registration and conference expenses from other out-of-District development activities paid by the District, and receive salary schedule advancement. If the participant's registration, conference expenses, or expenses from other out-of-District development activities are paid through competitive grant or other nonentitlement grant monies, the employee may receive salary schedule advancement.
- X Expenses that would result in a denial of professional growth credits include, but are not limited to, professional leave, lodging, meals, transportation, and materials paid by the District or through a District-controlled entitlement grant such as Title II, Title I, and so on.
- X Out-of-District in-service for which the District or a District-controlled entitlement program pays any part of the expense will not be available for professional growth. If the District issues a purchase order, it will be considered to be paid for by the District.
- X Activities funded by competitive grants that include special funds for in-service training or that are funded by other non-entitlement grant programs may be eligible for reimbursement of expenses *and* professional growth.
- X The Participant must have approval by the principal and by the Superintendent or designee prior to

registration.

- X Salary schedule advancement may be granted for approved in-service training activities taken outside of the normal work day at a rate of one unit of credit for each 15 hours of in-class activity.
- X An option for payment for District staff development course work in lieu of professional growth credit would be a one-time payment of \$25 for course work attended between four (4) and up to seven (7) hours or \$50 for course work attended for seven (7) hours or more per day. This District staff development course work would include Saturday, evening or summer classes.

Salary schedule advancement may be earned for:

- X Approved course work leading directly to improvement of the instructional program (content or methodology) in assigned teaching areas or such other areas as the District shall designate as priority areas for cross-training or extension.
- X Advanced degree programs in District-approved areas.
- X In order to receive credit beyond a master's degree, the course work must be completed after the degree is earned and may not be part of the degree program, or the credit earned must have been earned as a result of the District's in-service training activities.

### **Definition of *Competitive***

Competitive grants are those that are not distributed on an entitled allocation. Entitlement (noncompetitive) grants are distributed on a per-student basis or via some more complex formula, but the amount of funding available for a given grant is known in advance to the writer and is available to the writer. Competitive grants can be fully or partially approved or disapproved by the funding agency based on the merit of the proposal.

### **Contract Revision Time lines**

Teachers will submit requests and supporting evidence for contract revisions on or before September 15 of each school year. Evidence of professional growth and other factors influencing contract status shall be submitted as they occur, or are accrued in the year, and not later than one calendar year from the date of completion or occurrence. In order for a contract to be revised in any year, evidence must be submitted by September 15 of the contract year. Sufficient evidence must be in writing and must be of a nature that is normally acceptable, such as a grade card, a letter from an instructor, or other documentation as is considered reasonable in normal practice. If evidence other than original, official transcripts is submitted, original transcripts, or acceptable alternates, must follow as soon as available, and not more than one year from date of completion. Failure to submit substantiating transcripts will result in contract reduction for subsequent contract terms.

During the initial year of implementation, a grace period until September 15, will be allowed for all staff members to fully update their files in regard to contract revision information. Following the deadline of the grace period, no credit will be given for course work completed prior to September 15.

## **Declaration of Master's Degree**

Upon completion and declaration of a master's degree, the teacher will move to the beginning cell of the master's degree professional growth plan with no loss of pay. All courses shall have been pre-approved prior to registration.

No credit will be given twice for District-earned in-service training.

Adopted: 12/09/80

Revised: 11/09/82; 12/02/86; 03/31/89; 07/10/90; 07/09/91; 06/14/94; 06/04/96;  
10/22/96; 06/12/01; 05/25/04; 05/10/05

<b>Professional Staff Assignments and Transfers</b>
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<b>Policy GCK</b>
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### **(Vacancy and Transfer)**

At the beginning of service in the District, teachers shall be employed for the District-at-large to meet District needs and shall be assigned to specific schools to implement their educational programs in accordance with District goals.

All certificated positions shall be posted including supervision, administrative, special projects, extracurricular, summer school, title programs, et cetera.

#### **Reassignments:**

Reassignment shall be defined as movement of certificated personnel within the same school initiated by the school principal and/or the teacher.

District reassignments shall be defined as movement of certificated personnel within specific District positions (e.g., special education, GEM, remedial reading/math, Title I, elementary PE and music, and ESL) due to changes in enrollment or District program needs. In addition, reassignments may occur in the case of an emergency, or to prevent undue disruption of the instructional program or to improve the instructional program.

There are times when the reassignment of a teacher within the school is necessary. Reassignment may occur for a variety of reasons, some of which are the increase or decrease of student enrollment within a specific department or grade level, a change or reduction in a District program or subject area, or a change in the interest or desire of a teacher.

Should an opportunity for reassignment occur prior to July 15<sup>th</sup> for the next school year, the opening shall be advertised within the affected school for five (5) days.

Teachers who request reassignment should notify the school principal of this desire in writing. The teacher with District experience in the grade level/subject area shall be given first consideration for a reassignment in that school.

In the event there are no requests, it may be necessary for the school principal to initiate the reassignment. Every effort will be made by the school principal to ensure that the instructional program will be improved as a result of the reassignment.

If the teacher objects to such a reassignment for the reason given, the dispute may be resolved through the grievance procedure.

Changes of assignment within the same school are not to be considered as open positions.

Additional reassignments will be posted until there are no teacher initiated requests for reassignment, and the school principal feels that an intra-school reassignment would be inappropriate. If no teachers are reassigned in the school, the open position will then be advertised simultaneously inside and outside the District. Refer to the "Open Position" section under "Transfers" within this policy.

If a position becomes available during the summer months the principal must make every effort, within five (5) days, to contact the teachers who have submitted written notification of interest.

### **Transfers:**

#### Eliminated-position transfers (EPTs):

Eliminated position transfers (EPTs) shall be defined as the movement of certificated personnel because of a decrease of student enrollment or enrollment in that subject area at the current site.

There are times when the transfer of a position due to elimination may occur: such as an increase or decrease of student enrollment within a specific department or grade level, when it is necessary to transfer certificated employees to a new school at opening time, or when there is a change or reduction in a District program or subject area.

If the number of positions being transferred to another school due to nonrenewal, resignation, retirement, or leave of absence is not equal to or greater than the total number of positions being eliminated, additional positions will be eliminated.

Teachers whose positions are being eliminated shall be selected on a last-in/first-out basis determined by their enter-on-duty (EOD) date. In grades seven (7) through twelve (12) the eliminated positions will be based on the affected subject area and the number of sections. In grades kindergarten (K) through six (6) the eliminated positions will be based on grade level, including each grade level in a combination classroom, multiage classroom or looping situation (teacher rotation over a multiyear period). Should two (2) teachers have the same employment date and neither have taken a leave of absence that is greater than or equal to a semester, seniority rank will be determined by the date the Personnel Action form requesting a teacher for hire was received by the personnel department. In the event the same date is listed on the Personnel Action form, seniority rank shall be determined by lottery (Social Security numbers and a random-numbers chart).

A list of open positions shall be made available to all teachers whose positions are being eliminated. The teacher may designate preferred positions of transfer and order of preference on a Request for Transfer form. A switch occurs when a teacher in a position that is not being eliminated voluntarily requests to trade with a teacher whose position is being eliminated. That teacher now becomes the EPT teacher. Both teachers must agree to the switch in writing, and it must be approved by the principal. EPT teachers cannot be guaranteed the same grade level currently teaching or a specific site.

Using a block-interview format, all principals with open positions will interview each EPT teacher. EPT teachers will be placed in all available positions. Upon placement of all EPT transfers, any positions not

filled will be forwarded to the personnel office to be advertised both inside and outside the District simultaneously, as an open position. The teacher to be transferred shall be given adequate time off for the purpose of visiting schools at which open positions exist, not to exceed two (2) school days. This time-off provision does not apply if the transfer is made during the summer vacation.

Noncontinuing teachers must remain in their schools of original assignment for three (3) years unless their positions are eliminated.

A teacher transferred because of enrollment changes shall be given first priority in returning to the original school due to an opening. Teachers who have indicated their desire to return to the specific grade level/subject area from which their positions were eliminated shall have first return rights. This priority will extend for two (2) years after the date of transfer. This option will be offered after all school reassignments have taken place. In the event a position becomes available that was not the position eliminated, every teacher who indicated a desire to return to the site at a specific grade level/subject area will be interviewed, and selections will be based on the open position transfer policy. Teachers will have a one-time option to waive the right to return to their original school.

### **Open positions:**

An open position shall be defined as a position previously held by any certificated person, or a newly created position.

Transfer shall be defined as movement of a certificated employee to an open position on another school campus initiated by the teacher.

Should an opportunity for transfer within the School District occur prior to July 15 for the next school year, the opening shall be posted within all schools for five (5) days and on the job hotline.

Requests for transfers shall be submitted to the personnel office in writing via the Request for Transfer form as each position is posted and within the required five (5) working days. Each Request for Transfer form shall indicate the school, and the grade or subject area, or position for which the teacher wishes to be considered. The school principal shall rule on the request based on the instructional program of the relinquishing school. Request for Transfer forms will be available at each school. The principal must make every effort, within five (5) days, to contact the teachers who have given written notification of interest.

Beginning no later than March 15, the personnel department shall, with the cooperation and assistance of the District area and school administration and supervisory staff members, attempt to fill open positions for the following school year. The appropriate administrator shall submit a job-specific statement concerning the open position to the director of personnel.

When a determination is made that an open position will be filled, after leave-of-absence agreements have been honored, the position will be advertised both inside and outside the District simultaneously for a period of five (5) working days. Notices of the open position shall be posted in conspicuous places within each appropriate District facility. A copy of the posting will also be mailed to each certificated employee who has been affected by a reduction in force (RIF).

Whenever an open-position opportunity occurs during the summer months the principal must make every effort, within five (5) days, to contact the teachers who have given written notification of interest.

When filling any open position occurring at any time, first consideration will be given to certificated District employees. This means that certificated District employees will be interviewed before any outside candidates.



The following points, not listed in priority order, are to be considered by the school principal when acting upon a transfer request.

District seniority will be a primary consideration. The term seniority, as used in this policy, means the status of teachers with respect to total length of full-time teaching service with the District. Seniority shall be computed from the teacher's first day worked since the most recent date of full-time employment. Part-time teachers shall attain seniority only in relationship to other part-time teachers. In the event two (2) or more teachers began work on the same date, their seniority rank shall be determined by the date the Personnel Action form was received by the personnel department requesting a teacher for hire, and, in the event of the same date on the Personnel Action form, seniority rank shall be determined by lottery (Social Security numbers and a random-numbers chart).

Potential for contributing to the program needs of the school or department as addressed in the open-position announcement.

Teaching experience at the grade level and/or subject considered and academic preparation.

Instructional effectiveness as determined from personal recommendations, evaluations, and information provided in the interview process.

The principal's professional judgment as to how the potential transferring teacher would work as a team member with the present school staff and the principal, as determined from personal recommendations, evaluations and the interview process.

Each of the previous listed criteria shall be rated on a scale of one (1) to ten (10), with a maximum total of fifty (50) points.

The school principal shall make every effort to contact all interested certificated personnel. The interview with the District employee shall be scheduled by the school principal. If the interview is scheduled at a time that conflicts with the teacher's assigned responsibilities, arrangements shall be made so the teacher may be present for the interview. District employees who are not selected shall be notified by the school principal and shall be given their criteria point ratings within five (5) days of the date of written request for point ratings.

Whenever a transfer occurs during the school year, the teacher shall be allowed two (2) days relieved of regular duties to complete the transfer.

When a teacher applies for a transfer, the position held at that time shall not be declared open until the transfer has been made.

If a grievance filed as a result of a District-initiated transfer is found in favor of the grievant, the transfer will be rescinded at the earliest possible opportunity.

Every effort will be made to retain noncontinuing teachers in the schools of their original assignment during their first three (3) years. Some exceptions may occur as a result of reduction in enrollment, or specific certification requirements.

A teacher must remain in the school to which transfer was made for two (2) years before requesting another transfer. An exception will be made when an EPT teacher returns to the original school.

Any transfer request will be submitted by July 15 for that school year. Any positions not filled by August 1 will be filled with year-end contracts. Requests for transfer after August 1 will not be considered for that year unless an EPT situation arises.

A year-end teacher will be notified by the school principal on or before the last teacher work day if an interview will not be scheduled for the applicant for the position held in the current year.

It may be necessary to fill a position vacated during the school year on a temporary basis until the end of the current school year, at which time the position will be considered open. When an opening occurs because of a year's leave of absence or sabbatical, that position may be filled with a year-end contract.

After selecting the teacher for transfer, the school principal shall forward a Personnel Action form to the personnel office, listing the transfer activity.

#### **Out-of-District Hires:**

If an open position is not filled by a certificated District employee, applicants other than District personnel will be employed. If necessary, the position will be listed with the appropriate university placement office. The school principal shall review and screen applications of those qualified for the position and arrange interviews. When interviewing applicants for certificated personnel positions, an attempt will be made for the appropriate department chairperson or immediate supervisor to interview the candidates also, and make suggestions or recommendations to the appropriate administrator before action is taken. The applicants not selected after the interviews will be notified of such by the school principal.

After selecting a candidate, the school principal shall forward a Personnel Action form to the personnel office. The successful applicant's credentials will be forwarded to the Governing Board for consideration.

An applicant shall not be denied employment because of age, marital status, race, color, religion, sex, sexual orientation, national origin, and disability.

#### **Reduction in Force:**

##### Layoff:

No teacher shall be laid off pursuant to a necessary reduction in personnel unless there is a substantial decrease in the number of students enrolled in that teacher's certification area(s) or a change or reduction in a District program or subject area and there is no other position that the teacher is certificated to teach available in the District. The criteria used to determine the certificated personnel affected by the reduction in force (RIF) shall be on a last-in/first-out basis within the District.

No teacher who has a signed contract shall be laid off during the school year of the contract. Certificated personnel who are in danger of involuntary termination due to reduction in enrollment in an area shall be notified by April 15 that their contracts will not be renewed in the following year unless they apply for unpaid leave of absence, attain necessary certification in another area, or resign.

In the event that a reduction of personnel shall become necessary, the Board shall accomplish the layoff through normal attrition. Should further reduction be necessary, the Board shall first attempt to make such reduction by means of voluntary early retirement of persons who are on sabbatical leave and leaves of absence and then retain the teachers possessing current teaching certificates with the greatest amount of in-District seniority, who are certificated to teach in the areas of discipline to be preserved.

Any teacher whose job is eliminated, but is certificated to teach in another area and has signed four (4)

consecutive contracts, will be reassigned based upon transfer procedures.

In the event federal or state program funding sources are substantially decreased, and require reduction in force, every attempt will be made to reassign program teachers to regular District positions in keeping with the transfer policy. This process may, as an end result, require the reduction in force of some teacher newer to the District. Any teacher who appears to be in danger of RIF due to reduction in enrollment in an area shall be notified that this may be the case as soon as possible after notification of the substantial decrease in funding sources.

**Recall:**

Teachers affected by the RIF shall be recalled in the order of the most seniority for available positions for which they are or can be certificated.

Teachers shall be recalled in the following order:

- Full time teaching position to full time teaching position.
- Full time teaching position to part time teaching position.
- Part time teaching position to part time teaching position if the position has been declined by all full time teachers or part time teachers with more seniority.

Recall notice:

The District shall give written notice of recall from layoff by sending a registered or certified letter to said teachers, at their last known addresses and notifying the association. It shall be the responsibility of each such teacher to notify the personnel office of any change in address.

Any teachers so notified shall respond within ten (10) calendar days from receipt of the notice whether they accept or reject the position. If teachers reject the positions for which they are certificated to teach and such positions are offered consistent with aforementioned provisions of the Article, such teachers shall not have waived their rights to remain on the recall list.

A teacher who is laid off will remain on the recall list for three (3) years after the effective day of layoff unless the teacher:

- Waives recall rights in writing.
- Resigns.
- Fails to report to work in a position after its acceptance unless the teacher is sick or injured. A teacher who has secured temporary employment elsewhere will be allowed up to twenty (20) days before being required to report to work.

A teacher returning to District employment after being subject to a reduction in force shall be entitled to the same salary earned while employed by the District.

Adopted: May 24, 2004  
Revised: 05/10/05

**(Workday/Calendar)**

The professional workday concept for the District shall be defined as follows:

- Teachers are responsible for adequate planning and preparation at all times.
- A teacher shall be in the classroom at least fifteen (15) minutes before the beginning of the student day unless otherwise assigned and on campus at least fifteen (15) minutes after the end of the student day. Each teacher shall be on campus for a minimum of seven (7) hours per day including a thirty (30) minute duty-free lunch. The length of the workday may vary within reasonable limits, according to individual schedules.
- Teachers will be responsible for attending all scheduled meetings, conferences, and staffings. Attendance will also be required during reasonable emergency meetings, conferences, and staffings.
- Reasonable supervision duties will be required, with volunteer teachers being utilized first (i.e., dance supervision, campus supervision, bus supervision, performances, cafeteria duty, playground duties, and other like duties).
- There will be no early dismissal before holidays and vacations. An employee who resigns or is terminated must be on duty or on a paid leave the day before and the day after a holiday to receive holiday pay.
- Principals will make every attempt to call faculty meetings at least two (2) days in advance. This provision does not prevent the calling of meetings by the principal on shorter notice if necessary.
- Junior and senior high school teachers shall teach in no more than two (2) disciplines per day or *have more than four (4) preparations per day within a discipline without their approval.*
- No first-year teacher will be assigned an extracurricular activity without having been apprised of it and having agreed to it.
- One hundred twenty (120) minutes of uninterrupted preparation time per week, in no less than thirty (30) minute increments, shall be provided during the student day for elementary teachers.
- At least one (1) teaching period of uninterrupted planning time shall be provided each day for teachers in the junior and senior high schools.
- Required teacher attendance before students arrive or after students are dismissed shall not be considered as preparation time. Preparation period adjustments may be made with the approval by the teacher if the adjustment is equivalent to one (1) period per day.
- At the beginning of the school year, each school will develop a plan for coverage of preparation period/plan time, to be amended as needed and placed in the school staff handbook.

- *Preparation period/plan time coverage* is defined as coverage that will be assigned to certificated personnel by the principal. The teacher who covers will be compensated at a rate of fourteen dollars (\$14) per hour only if there is a loss of preparation period/plan time. The loss of preparation period/plan time is defined as an occurrence when (a) the teacher is required by the principal to teach because no substitute is available, (b) an elementary teacher loses plan time because a specialty teacher (i.e., music or physical education) is unavailable, (c) covering for an athletic or extracurricular activity when no substitute is requested, or (d) a special education teacher loses plan time to tutor special education students.
  - For any elementary special area teachers, any additional preparation periods over the four (4) regularly scheduled per week will not be compensated.
  - A certificated teacher who may cover for another teacher shall not include any Title I teacher. A special education teacher may be used only in an extreme emergency.
  - Preparation period/plan time minutes worked will be accumulated and submitted to the payroll department at the end of each semester. The accumulated minutes will then be divided by sixty (60), determining the number of hours worked rounded off to the nearest quarter (1/4) hour.
- At the elementary level, if no substitute teacher is available and the students are distributed among other grade level teachers, the following formula will be used to compensate those teachers: fifty dollars (\$50) divided by the number of teachers receiving those students.
- The first reporting of time accumulated by both preparation period/plan time and substitution coverage will be given to the payroll department by December 1, and the second time will be at the end of the instructional year.
- The administrator will take utmost care to maintain a balanced allocation of coverage duty.
- Teachers who do not comply with professional day requirements may be placed on mandatory eight (8) hour workdays at the discretion of the administration. The following levels of notification will prevail prior to imposition:
  - An informal notice of difficulty from the administrator.
  - A conference with the administrator.
  - An official reprimand.
  - Imposition of the mandatory workday after review by the Superintendent.
- The imposition of a mandatory workday will be for a specified period.
- Continued deficiencies in this area may result in suspension or termination.

- *All returning teachers will be expected to work one hundred eighty-one (181) days, of which one hundred seventy-six (176) will be student contact days, two (2) days will be preservice days, and one (1) day at the end of each semester will be for work/grade preparation.* New teachers will be required to work four (4) additional preservice days in addition to those worked by returning teachers. During this four (4) day period the new teachers will attend an in-service program presented by the District that will include instruction in classroom management, District procedures, lesson planning, District mission, school procedures, and instructional practice specifically geared to a preservice teacher. If any portion of this preservice program is redundant for a teacher on a year-end contract, as determined by the director of educational development, that teacher will be excused to work in the classroom. In addition, each teacher who is new to the District will be required to complete a minimum of thirty (30) clock hours of training in designated course work in effective instructional practices as provided through the District staff development program. This in-service training will be made available during the school year, with the teacher having an option to take the course on release time or after school hours for professional growth credit. Failure to complete the required course of study prior to April 15 of the first year of employment will be considered grounds for not renewing a new teacher's contract and the employee will be submitted to the Governing Board for nonrenewal. Any teacher holding a provisional certificate will be required to participate in ongoing mentoring/induction until such time as a standard certificate is obtained.
  - Any teacher hired by the District must attend four (4) additional preservice days in order to be considered a returning teacher. New teachers may be excused from segments of the preservice training program that are redundant in the estimation of the director of educational development. Teachers excused from such preservice activity will be allowed to work in their classrooms.
  - If any of the preservice days are missed, the teacher will not be paid for those days. In addition, the teacher will be responsible for arranging make-up sessions and/or obtaining the information/knowledge that was missed during the days missed.
  - A needs assessment will be conducted to assist in the selection of in-service training topics.
  - The concept of voluntary Saturday or vacation in-service training activities is endorsed.
  - A committee will be formed to have input in planning professional development activities. This committee shall be composed of at least three (3) teachers and three (3) administrators. The teachers will be selected by the Marana Education Association (MEA).
  - The calendar committee, composed of teachers, administrators, parents, and support employees, will formulate proposals to submit to the various employee groups and parents, with specific dates of attendance and holidays for both employees and students. All proposals must fall within the parameters of existing Governing Board policy. Once the Board has adopted a calendar, it will allow for input from all constituents represented on the committee prior to modification

- Teachers hired after the first (1st) report day for new teachers will accrue paid vacation days only after they have been employed for a twenty (20) working day initial period. Vacation days falling during the twenty (20) day initial period will be deducted from the total contract term. All legal holidays adopted by the Governing Board in the calendar will be paid whether they fall during the initial period or not. Leave without pay will not be counted as part of the initial period.

*Adopted:* July 26, 2005

<b>Evaluation</b>	<b>Policy GCO</b>
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**Philosophy:**

The Governing Board and educational professionals of the Marana Unified School District are committed to the continued growth of the district’s strong education program. Our program is designed for educators to assist students in realizing their unique potential, learning at their maximum ability and developing a personal vision and plan for their future. An effective teacher evaluation system focuses on the improvement of instruction and maintains instructional strengths, while recognizing the integrity of the teacher’s individual teaching style.

**Purpose:**

The participants involved in the evaluation process will:

- Collect and review relevant information as a means toward improving and maintaining skills
- Provide opportunities for self-assessment and self-directed inquiry
- Collaborate and participate in open communication with colleagues and supervisors
- Improve instructional practice in order to enhance student achievement
- Develop and maintain skills through professional growth

**State Statute:**

Teacher evaluation will be conducted in concurrence with plans filed with the State Department of Education as required by Arizona Law (ARS 15-537) as amended.

**Evaluator:**

Evaluation shall only be conducted by a qualified evaluator who is not a member of the bargaining unit. Qualified evaluators shall be designated by the Board. All monitoring or observation of the classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of closed circuit television, public address or audio system, and similar devices shall be strictly prohibited for purposes of evaluation.

The teacher’s evaluator shall be his/her immediate supervisor, unless otherwise specified by the District. The District shall notify the teacher of the identity of his/her evaluator, if it is different from his/her immediate supervisor, by September 15<sup>th</sup> of each school year.

**Evaluatee:**

Teacher evaluation shall include all classroom teachers and other certified nonadministrative staff members.

**Orientation:**

By September 15<sup>th</sup>, the Superintendent or designees and the Association shall orient all teachers regarding evaluative procedures and instruments.

**Procedures:**

Evaluations of certificated teachers who have *not* been employed by the district for more than three consecutive school years (probationary) shall be conducted using the Summative Evaluation Check Sheet and the teacher growth plan (Form A) that meets the criteria as required for state funding. Evaluations of teachers who have been employed by the district for more than three consecutive school years (continuing), and who are performing adequately, shall use the Summative Evaluation Check Sheet and the Teacher Growth Plan Sheet (Form A) once every three years. Continuing teachers shall use the Alternative Growth Plan (Form B) on the alternate cycle years. The components are:

- Summative Evaluation Check Sheet Component
- Teacher Growth Plan Component
- Support System for Teachers in Need of Performance Improvement Component
- Teacher in Danger of Nonrenewal/Dismissal Component

Each teacher will develop a growth plan, in the appropriate format, each year prior to the planning conference which is designed to clearly lead to improvement in the teacher's performance. During the planning conference, the teacher and the administrator will agree on the specifics of the growth plan and how it will be evaluated. If mutual agreement cannot be reached, the teacher will continue to resubmit until such time as agreement can be reached. If agreement has not been reached after four (4) attempts, the assistant superintendent will finalize the structure and requirements of the teacher growth plan. The teacher will be permitted to be accompanied by a representative at the conference during which the assistant superintendent finalizes the plan.

If an evaluator becomes concerned about the overall performance of any teacher who has been employed by the district for more than three consecutive school years (continuing), and is in a year of the three-year cycle in which a check sheet evaluation would not normally be required, the evaluator may notify the teacher of his/her concern in writing and institute a regular evaluation using the check sheet and all other components of the evaluation system. This notification should include a description of the specific areas of concern that require the reinstatement of the check sheet. A conference should be scheduled to discuss the concerns.

Should a teacher be placed in either Component #3 (Support System for Teachers in Need of Performance Improvement) or Component #4 (Teacher in Danger Of Nonrenewal/Dismissal), the evaluator will draft a plan that makes "specific recommendations as to areas of improvement in the teacher's performance" (ARS 15-537(F)) and "shall provide assistance and opportunities for the certificated teacher to improve his/her performance and follow up with the teacher after a reasonable period of time for the purpose of ascertaining that the teacher is demonstrating adequate classroom performance." (ARS 15-537(F)). In this case, the teacher will also be evaluated using the standard check sheet, even if they have been employed for more than three consecutive school years. This plan shall be prepared using the standard "Growth Plan/Improvement Plan Sheet (Form A)." When such a plan is drafted, the regular "Teacher Growth Plan Component" will be waived until



completion of the above referenced plan.

The summative evaluation check sheet and the growth plan will be considered in the total evaluation of the teacher.

The method used to implement the system of evaluation will be standardized throughout the District, and all evaluators will use the same method of implementation.

All evaluators will be trained in the use of the system of evaluation before they use the system.

The standardized method used by the evaluators in all schools will be clarified to all persons evaluated during the orientation period.

This instrument will be reviewed and up-dated at the end of each school year. Teacher input in the revisions will be secured. This committee will make no changes to the procedure or instrument that abrogates the Policy, as it appears in the Negotiated Agreement.

#### Limitations:

A teacher shall be evaluated using all relevant information, including a variety of information related to student learning. The types of information to be utilized will be agreed to during the preconference.

A teacher shall not be held accountable for any aspect of the educational program over which he/she has no authority to correct deficiencies.

No negative evaluation of performance shall be made unless the teacher has been provided adequate text, reference books, equipment, supplies, materials and storage space to properly perform his/her assigned duties.

No teacher shall be denied an increase on the certificated salary plan as a result of a single evaluation.

A teacher has the right to representation of his/her choice during any conference related to evaluation or complaints.

#### Complaints:

Any complaints regarding a teacher which may have an effect on the teacher's evaluation or continued employment, that are made to the administration by any third party, shall be in writing, and shall be called to the teacher's attention within 5 contracted work days. Said teacher shall have the right to answer in writing and the answer shall be reviewed by the administrator and attached to the complaint. Comments by the reviewing administrator shall be signed and also attached to the complaint.

The only exception to this provision shall be an instance in which the teacher is the alleged perpetrator of an incident of physical injury, abuse, or child abuse pursuant to A.R.S. 13-3620, Arizona's Mandatory Reporting Statute. In such a case, the complaint shall be immediately reported to law enforcement and shall not be brought to the attention of the teacher, until authorization is given by the law enforcement agency or the District's Superintendent and/or the District's legal counsel.

#### Personnel File:

A teacher shall have the right to review the contents of his/her personnel file and to receive one copy per year at Board expense. A teacher shall be entitled to have an employee representative accompany him/her

during each review. A teacher shall have the right to indicate those documents and/or other materials in the file which may be obsolete, inaccurate or otherwise inappropriate to retain. Said documents shall be reviewed by the District superintendent or designees and if, in fact, the Superintendent or designee determines that the designated material is obsolete, inaccurate, or otherwise inappropriate to retain in the employee's personnel file, the material shall be removed from the employee's personnel file or destroyed, as appropriate.

**Derogatory Material:**

No material derogatory to a teacher's conduct, performance, character or personality shall be placed in the personnel file unless the teacher has had the opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material which shall be reviewed and signed by the Superintendent or his designee and attached to the file copy(ies). The signature of the Superintendent or his/her designee shall in no way indicate agreement with the contents thereof.

Regarding specified deficiencies relative to the evaluation procedure, the District will provide necessary resources to assist in the amelioration of identified problem areas. The teacher and administrator will meet and, to the extent reasonably possible, agree upon these resources and procedures.

*Adopted:* July 26, 2005

<b>Discipline, Suspension, and Dismissal of Professional Staff Members</b>	<b>Policy GCQF</b>
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**(Discipline, Suspension, and Dismissal of Professional Staff Members)**

**STATEMENT OF PURPOSE**

District teachers hold a position of public trust. They are entrusted to provide care and supervision for the children of the District. To maintain this trust, District teachers must exhibit a high standard of integrity in their conduct, both professionally and personally. In order to ensure that these high standards are maintained, and in order to provide District teachers with an opportunity to correct inappropriate conduct, the District has enacted the following discipline policy. Under this policy, District teachers will generally be given notice of behavior the teacher must change to maintain a high standard of conduct, an opportunity to address criticism of the teacher's behavior, and an opportunity to correct that behavior to maintain a high standard of conduct.

NOTE: As used in this policy, the term "teacher" refers to all employees who are part of the certified bargaining unit, including all teachers, librarians, counselors, speech/language pathologists, and nurses.

**CONDUCT WARRANTING SUSPENSION OR DISMISSAL**

There is some conduct that the District considers so egregious in nature that, depending upon the circumstances, a single act may be regarded as sufficient reason for suspension or dismissal. Such conduct may include, but is not limited to:

1. Theft or abuse of property of the District, students, visitors, or other District employees.
2. Falsification of application for employment, records, reports, or other data required by the District.
3. Bringing unauthorized intoxicants, drugs or narcotics onto District property; or consuming

unauthorized intoxicants, drugs or narcotics on District property; or reporting for duty or being present on District property while under the influence of such intoxicants, drugs or narcotics.

4. Possessing, buying and/or selling of any unlawful intoxicant, drug or narcotic, or arranging to do so.

5. Unauthorized possession of weapons on District property.

6. Fighting or inciting a fight on District property.

7. Unauthorized disclosure of confidential District or student information.

8. Discriminating against any student, visitor, or employee because of race, color, age, religion, sex, national origin, or disability.

9. Violation of the Sexual Harassment Policy. The District expressly prohibits all personnel from making unwanted sexual advances towards other District employees or engaging in conduct of a sexual nature that a reasonable man or woman would find offensive, abusive, degrading, discriminatory or hostile.

10. Conduct constituting violations of state or federal law sufficient to justify suspension without pay in excess of ten (10) contract days or dismissal.

11. Insubordination, including refusal to perform assigned duties or follow directives from the employee's supervisor, failure to cooperate with a District investigation, and failure to correct inappropriate behavior after receiving notification under the District's discipline policy.

12. Unprofessional conduct sufficient to justify suspension in excess of ten (10) contract days or dismissal.

In the event of employment termination, wages due will be paid within three working days from the date of discharge. In each case of employment termination, procedures will be in compliance with state and federal statutes.

## DUTIES

All teachers employed by the Governing Board shall:

- Enforce the course of study for their assigned classes.
- Enforce the use of the adopted textbooks for their assigned classes.
- Enforce and abide by the policies, rules and regulations governing the schools prescribed by the Governing Board, the Arizona Department of Education, and any other lawfully empowered authority.
- Comply with the State Mandatory Reporting Law (A.R.S. 13-3620) regarding child abuse, nonaccidental injuries, neglect, or sexual abuse of a minor.
- Hold pupils to strict account for disorderly conduct.
- Exercise supervision over pupils during duties as assigned, which may include recess, common areas, or transition times.
- Make the decision to promote or retain a pupil in the same grade in a common school or to pass or fail a pupil in a course in high school.
- Present their certificates to the County School Superintendent before assuming charge of school, except as provided in A.R.S. 15-502(B).
- Maintain a current fingerprint clearance card from the Arizona Department of Public Safety as referenced by A.R.S. 15-534.
- Make such reports as may be reasonably required by the Governing Board or the school administration.
- Obey lawful directives of the Governing Board, the Superintendent, and other administrators.
- Conduct themselves lawfully and in a professional manner before the public, as referenced by

R7-2-1308.

#### VIOLATIONS:

- A violation is considered a "first" violation the first time formal action is taken by the administrator. A violation should be considered as a "second" or "third" violation only when it is of the same general nature as to the previous violation and the undesirable action has been identified in writing to the teacher previously. When a previous violation has occurred, the time elapsed between the previous violation and the current violation should be considered in determining the disciplinary action. On some occasions, a teacher may commit more than one kind of violation at the same time. The discipline imposed shall not be determined by simply adding together the actions for such violations.

#### DISCIPLINARY ACTION:

Conduct or behavior which does not meet the standards of the District, but is not cause for suspension without pay in excess of ten (10) contract days or dismissal, will be addressed through this discipline policy. The expectation is that, generally, the discipline shall be handled in a progressive manner. Progressive discipline requires that repeated violations normally should carry more severe corrective action than first violations. Teachers shall be disciplined only for just cause, with full rights of due process as described in this policy.

#### NON-DISCIPLINARY CORRECTIVE MEASURES

Non-disciplinary corrective measures include verbal warnings/counseling and letters of direction.

##### Procedures for Verbal Warnings/Counseling

When a teacher's inappropriate conduct or behavior is first identified, that teacher shall be notified of the inappropriate conduct and the District's expectations regarding the employee's behavior. The teacher and an administrator shall engage in an informal discussion, which normally will include:

- (1) A description of the teacher's inappropriate behavior or conduct (i.e.; absenteeism, tardiness, unprofessional conduct).
- (2) Specific instances of inappropriate behavior.
- (3) Suggestions for appropriate corrective action.

The administrator may keep a record of the date he/she met with the teacher and the behavior discussed. Documentation of verbal warnings/counseling may be placed in the evaluator's working file, but shall NOT be placed into the teacher's District personnel file.

##### Procedures for Letters of Direction

If a teacher continues to engage in similar inappropriate conduct or behavior, or if the teacher's

conduct or behavior is such that bypassing a verbal warning/counseling is justified, the District may issue a letter of direction to the teacher whose conduct falls below District standards. The letter of direction normally will include:

- (1) A description of the teacher's inappropriate conduct or behavior.
- (2) Specific instances of the inappropriate conduct or behavior.
- (3) Suggestions for appropriate corrective action.
- (4) Previous dates when the conduct or behavior was discussed with the teacher (if applicable).

The letter of direction must be signed by the teacher acknowledging receipt and discussion of the inappropriate conduct or behavior. If the teacher disputes the contents of the letter of direction, the teacher may submit a written response to the letter of direction. The letter of direction and any teacher response shall be placed in evaluator's working file, but shall NOT be placed into the teacher's District personnel file.

## PROCEDURES FOR DISCIPLINARY ACTION

Disciplinary measures include:

- 1) Reprimands
- 2) Suspensions with or without pay for up to ten (10) contract days (minor suspensions),
- 3) Suspensions without pay in excess of ten (10) contract days (major suspensions), and
- 4) Dismissals.

### Procedures for Written Reprimands

If a teacher continues to engage in misconduct similar to that for which the teacher has already received a verbal warning/counseling or a letter of direction, or if the teacher's misconduct is such that bypassing a verbal warning/counseling or letter of direction is justified, the teacher may be disciplined by means of a reprimand. All reprimands shall be in writing. The procedures for a reprimand are set forth below.

#### (1) Notice

A teacher who is alleged to have engaged in misconduct sufficient to justify a written reprimand shall first be given written notice of the possible discipline, which notice shall include a description of the alleged misconduct and specification of the time, date, and location of a hearing with the building administrator who is proposing that the discipline be imposed. The notice shall have attached to it the reprimand that the building administrator is recommending be imposed should the administrator determine, following the hearing, that discipline is warranted. The reprimand shall include the following:

- (a) A description of the teacher's misconduct including, to the extent known, any specific instances of such misconduct.
- (b) If applicable, previous dates when the teacher has been counseled, warned, issued a letter of direction, or disciplined for the same or similar misconduct.
- (c) Suggestions for corrective action.
- (d) Specification of the specific discipline.
- (e) A statement that the teacher has a right to appeal the discipline if the teacher so desires, along with a reference to the fact that the appeal procedures are contained in this policy.

## (2) Hearing

Prior to receiving a reprimand, a teacher shall be afforded the right to a hearing before the building administrator who is proposing to administer the discipline. The hearing shall be at the time, date and location set forth in the notice described above unless otherwise agreed. The hearing shall be informal in nature. The building administrator shall review with the teacher the allegations of misconduct and shall generally describe the information that the administrator has received indicating that the teacher has engaged in the misconduct. The teacher shall then be given the opportunity to state or otherwise present his/her version of the relevant events and the opportunity to indicate why, in the teacher's opinion, discipline should not be imposed. The teacher may be accompanied by an employee representative if the teacher so chooses. At the conclusion of the hearing, the building administrator may:

- (a) impose the discipline initially proposed,
- (b) decide that discipline is not warranted, or
- (c) decide that further review of the situation is warranted.

In any event, within ten (10) contract days of the hearing, the building administrator shall issue his/her written decision with respect to the matter and shall send a copy of the decision to the teacher and to the District's human resources department for placement in the teacher's personnel file.

The written reprimand must be signed by the teacher, acknowledging receipt and discussion of the inappropriate behavior. If the teacher disputes the contents in the written reprimand, the teacher may submit a written response to the written reprimand. Any teacher response shall be placed in the teacher's District personnel file.

## (3) Appeal

- If not satisfied with the decision of the administrator imposing the reprimand, the teacher may appeal in writing to the Superintendent within ten (10) contract days after the teacher's receipt of the building administrator's decision.
- The Superintendent shall schedule an appeal within ten (10) contract days upon receipt of the teacher's request for appeal.
- The teacher shall have the right to have an employee representative present at the appeal. At the appeal, the teacher or the teacher's representative will be given a reasonable opportunity to state why the teacher believes that discipline should not be imposed, or why a new disciplinary hearing is warranted, as appropriate.
- The Superintendent shall, within five (5) contract days after the meeting, render his/her decision in writing to the teacher and building administration. The Superintendent's decision is final.

## Procedures for Suspension With or Without Pay for Ten (10) or Fewer Days

### (1) Notice

A teacher who is alleged to have engaged in misconduct sufficient to justify a minor suspension (i.e., a suspension of ten (10) or fewer contract days) shall first be given written notice of the possible discipline, which notice shall include a description of the alleged misconduct and specification of the time, date, and location of a hearing with the building administrator who is proposing that the discipline

be imposed. The notice shall have attached to it all relevant documentation of the minor suspension that the building administrator is recommending be imposed should the administrator determine, following the hearing, that discipline is warranted. The documentation of a minor suspension shall include the following:

- (a) A description of the teacher's misconduct including, to the extent known, any specific instances of such misconduct including all relevant accusations.
- (b) If applicable, previous dates when the teacher has been counseled, warned, issued a letter of direction, or disciplined for the same or similar misconduct.
- (c) Suggestions for corrective action.
- (d) Specification of the specific discipline and the number of days of the suspension and an indication as to whether the suspension is with or without pay.
- (e) A statement that the teacher has a right to appeal the discipline if the teacher so desires, along with a reference to the fact that the appeal procedures are contained in this policy.

## (2) Hearing

Prior to receiving a minor suspension, a teacher shall be afforded the right to a hearing before the building administrator who is proposing to administer the discipline. The hearing shall be at the time, date and location set forth in the notice described above unless otherwise agreed. The hearing shall be informal in nature. The building administrator shall review with the teacher the allegations of misconduct and shall generally describe the information that the administrator has received indicating that the teacher has engaged in the misconduct. The teacher shall then be given the opportunity to state or otherwise present his/her version of the relevant events and the opportunity to indicate why, in the teacher's opinion, discipline should not be imposed or, alternatively, why less severe discipline should be imposed than that initially being recommended. The teacher may be accompanied by an employee representative if the teacher so chooses. At the conclusion of the hearing, the building administrator may:

- (a) impose the discipline initially proposed,
- (b) impose less severe discipline than that initially proposed,
- (c) decide that discipline is not warranted, or
- (d) decide that further review of the situation is warranted.

In any event, within ten (10) contract days of the hearing, the building administrator shall issue his/her written decision with respect to the matter and shall send a copy of the decision to the teacher and to the District's human resources department for placement in the employee's personnel file.

The documentation of the minor suspension must be signed by the teacher acknowledging receipt and discussion of the inappropriate behavior. If the teacher disputes the minor suspension, the teacher may submit a written response. Any teacher response shall be placed in the teacher's District personnel file.

## (3) Appeal

- If not satisfied with the decision of the administrator imposing the minor suspension, the teacher may appeal in writing to the Superintendent within ten (10) contract days after the teacher's receipt of the building administrator's decision.
- The Superintendent shall schedule an appeal within ten (10) contract days upon receipt of the teacher's request for appeal.
- The teacher shall have the right to have an employee representative present at the appeal. At the appeal, the teacher or the teacher's representative will be given a reasonable opportunity to state why the teacher believes that discipline should not be imposed, why lesser discipline should be imposed, or why a new disciplinary hearing is warranted, as appropriate.

- The Superintendent shall, within five (5) contract days after the meeting, render his/her decision in writing to the teacher and building administration. The Superintendent's decision is final.

#### SUSPENSION WITHOUT PAY IN EXCESS OF TEN (10) CONTRACT DAYS AND/OR DIMISSAL

If a teacher continues to engage in similar inappropriate conduct or behavior, or if a teacher's inappropriate conduct or behavior falls within the categories delineated in this policy, the District may suspend the teacher without pay in excess of ten (10) contract days or dismiss the teacher engaging in inappropriate behavior. In instances where the District seeks to suspend a teacher without pay in excess of ten (10) contract days or dismiss a teacher, the provisions of notice, hearing and appeal contained in all appropriate State statutes, particularly A.R.S. 15-539, will apply.

#### PERSONS ENTITLED TO IMPOSE CORRECTIVE MEASURES AND DISCIPLINE

Verbal warnings and letters of direction shall be administered by the teacher's immediate supervisor or a person of equal or superior authority to the teacher's immediate supervisor. Written reprimands and suspensions with or without pay for ten (10) or fewer contract days may be administered by a school principal, assistant principal, District administrator, or person of equal or superior authority to a school principal or District administrator.

#### RIGHTS OF TEACHERS:

- All information bearing on any disciplinary action will be made available to the teacher (and, if requested by the teacher, a representative assisting the teacher).
- A teacher shall at all times be entitled to a hearing and to have present an employee representative when being reprimanded, or otherwise disciplined for any misconduct. The teacher shall be given notice of the conduct that is allegedly cause for disciplinary action, a hearing, and an appeal of the decision if requested by the teacher after the hearing as outlined in this policy. No disciplinary action shall be taken against the teacher until after the appeal, if one is requested by the teacher.
- Complaints that may result in disciplinary action against a teacher shall be called to the attention of the teacher within five (5) contract days. No disciplinary action shall be taken against a teacher, nor shall any notice or documents related thereto be included in a teacher's personnel file or the evaluator's working file unless within five (5) contract days such matter is reported in writing to the teacher concerned. If a complaint is received during the last five (5) contract days of the school year or during summer months, the notice of receipt of complaint shall be sent to the teacher by certified mail within five (5) days excluding weekends and holidays. Complaints from complainants whose identities are undisclosed to the teacher shall NOT be used as the basis for a written reprimand or other discipline. The requirements of this paragraph do not apply in a situation in which the teacher is the alleged perpetrator of an incident of physical injury, abuse, or child abuse pursuant to A.R.S. 13-3620, Arizona's Mandatory Reporting Statute. In such a case, the complaint shall be immediately reported to law enforcement and shall not be brought to the attention of the teacher, until authorization is given by the law enforcement agency or the District's Superintendent and/or the District's legal counsel. Teachers shall not be disciplined or reprimanded in the presence of students, parents, other employees (except his/her representative and appropriate administration representatives), or at public gatherings except when Governing Board action is required to be taken at a public meeting.



## COMPLAINTS FILED AGAINST A TEACHER

When complaints are brought to the attention of the District, every attempt will be made to resolve such complaints on an informal basis. Following a complaint, information given by all parties will be considered before the facts and validity of the complaint have been established. Decisions regarding subsequent disciplinary actions shall be shared with the teacher, and will be subject to due process.

Any complaint regarding a teacher that may have an effect on the teacher's evaluation of continued employment and that are made to the administration by any third party, shall be put in writing, and shall be called to the teacher's attention within five (5) contract days. The teacher shall have the right to respond to the complaint in writing and the teacher's response shall be reviewed by the administrator and attached to the complaint. Comments by the reviewing administrator shall be signed and also attached to the complaint.

The only exception to this provision shall be an instance in which the teacher is the alleged perpetrator of an incident of physical injury, abuse, or child abuse pursuant to A.R.S. 13-3620, Arizona's Mandatory Reporting Statute. In such a case, the complaint shall be immediately reported to law enforcement and shall not be brought to the attention of the teacher, until authorization is given by the law enforcement agency or the District's Superintendent and/or the District's legal counsel.

## EMPLOYEE PERSONNEL AND PAYROLL FILES

A teacher shall have the right to review the contents of his/her personnel file and to receive one copy per year at Board expense. A teacher shall be entitled to have an employee representative accompany him/her during a review of his/her personnel file. A teacher shall have the right to indicate those documents and/or other materials in the file, which may be obsolete, inaccurate or otherwise inappropriate to retain. Said documents shall be reviewed by the District Superintendent and if, in fact, the Superintendent determines that the designated material is obsolete, inaccurate, or otherwise inappropriate to retain in the employee's personnel file, the material shall be removed from the employee's personnel file or destroyed, as appropriate.

### District Personnel and Payroll Files

The official personnel and payroll files shall be maintained at the District office and include the following:

#### Personnel Files

- Employment application forms and letters of recommendation
- Certificates and records of certification
- Letters of commendation/notices of awards
- Discipline records—written reprimand, suspension, dismissal
- Transcripts
- Copy of fingerprint clearance card
- Report of injury
- Other items of a non-disciplinary nature

\* Medical records and insurance information are available in the Human Resources Department.

## Payroll Files

- Pay record
- Signed contracts
- Record of absences

All personnel and payroll files shall be kept in a secure place, and, to the extent permitted by law be classified as confidential and be available to authorized personnel only. Authorized personnel shall be the Governing Board, Superintendent, Director of Human Resources, and administrative personnel who have supervisory responsibility to the individual employee. Clerical personnel assigned to maintain specific personnel records shall also be authorized to have access to records they are responsible for maintaining.

A teacher who has been disciplined and who has not incurred any further discipline for a period of five years, may request that the discipline records be purged from his or her file pursuant to the procedures set forth above.

All individual personnel records shall be available to the employee with the exception of job application forms that include employment recommendations.

Other agencies may have access to employee records when authorized by the employee, by court order, when required by the Arizona Public Records Law, and/or when other official agencies have responsibility for making judgments in regard to a certain aspect of the employee's record of employment.

## EVALUATOR'S WORKING FILE

Evaluator's working files are kept in each school and may include the following:

1. Professional Growth petitions
2. Teacher evaluation records
3. Records of verbal warnings and letters of direction shall stay with the evaluator/site and cannot be used by an administrator at a different site.
4. Leave of absences
5. Letters of complaints/compliments from parents or students & teacher's response
6. Letters of intent to sign contract
7. Syllabus
8. Curriculum map
9. Blood-borne pathogens class

*Evaluator's working files shall be kept in a secure place and, to the extent permitted by law and except as provided above, be classified as confidential. Any exception to their confidential status shall be authorized by the Governing Board or the Superintendent. Notes in the evaluator's file are for the personal use of the evaluator. The notes may not be used for disciplinary purposes, unless they are placed in the personnel file, with an opportunity for the employee to review and rebut them prior to placement in the personnel file.*

Adopted: July 26, 2005

**Negotiations Agreement**

**Policy H**

**(Negotiations Procedure--Certificated Staff)**

**Preamble**

The Governing Board, the Superintendent, the administrative staff, certificated staff, and the Marana Education Association (MEA) have, as a common goal, the development and continuance of the best possible educational program for the students of the District, consistent with community resources.

The general purpose of this policy is to create and sustain a professional climate and operational procedures that call for and use the full creative capacities of all employees in the attainment of educational goals. This calls for common understanding, mutual respect, and confidence among all employees and the Board.

The specific purpose of this policy is to provide ways and means for the Governing Board to have an opportunity for negotiations with the certificated, nonadministrative staff members in regard to salary, fringe benefits, and working conditions.

The Board shall not discriminate against any teacher on the basis of age, race, creed, color, national origin, sex, marital status, sexual orientation, membership or non-membership, or participation in the lawful activities of any teacher organization. This policy shall be applied equitably to all teachers.

The Board and the Association recognize that the Board has certain powers, discretions and duties that, under the constitution and laws of the state of Arizona, may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this policy or any application to any teacher covered hereby shall be found contrary to law, such provision or application shall be void, but all other provisions or applications of this policy shall nevertheless continue in full force and effect. It is further agreed that within ten (10) days of receipt of notification of the court's actions, bargaining shall commence, during which a new policy on such matters can be determined.

**Recognition**

The Association shall be recognized as the representative organization of all nonadministrative certificated personnel. If another professional organization desires recognition as the representative, a notice of challenge must be given to the Association and the Board prior to November 1 of the school year. Notice of challenge must be accompanied by a petition bearing the signatures of 35% of the bargaining unit. If a challenge exists, an election shall be conducted within 30 days of the November 1 deadline, following rules mutually established. The American Arbitration Association shall conduct the election. All costs will be borne by the challenging organization.

**Information and Exchanges**

The Board will make available, immediately, to the representatives, copies of the adopted budget and the latest monthly copy of budget expenditures.

The Board will, through the administration, respond, in writing, to specific written requests for budgetary information whenever possible. If it is not possible to respond, a written statement will be made as to the reasons therefore.

### **Tenure of Agreement**

Except as this policy shall hereinafter otherwise provide, all terms and conditions of employment agreed upon shall continue to be so applicable during the term of said policy. Any modification of the terms of this policy shall be made only by mutual agreement between the Board and the Association.

The items agreed to in the negotiations will be in effect until changes as a result of the negotiated process.

### **Teams for Dialogue**

All members of both teams, at all times, shall be either certificated District employees, Board members, or Board members' designees. Each team shall have no more than three participating members.

### **Caucus and Tabling**

A caucus may be called when either side believes it is needed. No caucus shall exceed 20 minutes in length, unless the time is extended by mutual agreement.

Either team may choose to table an agenda item. The team choosing to table the agreement may or may not choose to set forth a date to bring the item back to the table.

### **Agenda**

The entire agenda for negotiations must be included in each side's initial package. The maximum number of items will be ten. Each item must be specific. For example, *sick leave* is specific. *Fringe benefit* is general and unacceptable.

The maximum number of items under "Win-Win" negotiations shall also be ten (10). The same level specificity between these two modes may not be required.

### **Meetings**

The representatives and the Board team shall meet to discuss issues at a mutually agreed upon time. Should no meetings be called, the two sides will meet by February 15.

No meeting shall exceed 2 hours, except by mutual consent.

All meetings shall be held in a mutually agreed upon place.

All meetings shall be open to the public. The public shall not be allowed to participate in any way.

### **Agreements**

Any agreements reached, during any session, on any agenda item shall be put into written form at the meeting where the agreement is reached, dated and signed by the two team chairpersons.

These agreements shall be included in the final agreement and shall be subject to further discussion and attention only by mutual agreement of both sides.

The final total agreement shall be fully supported by both teams when the agreement is presented to the educational organization and to the Board. The educational organization and the Board shall take a ratification vote on any final agreement, the results of which shall be made known to the other team.

This policy constitutes officially adopted Board policy for the term of said policy, and the Board and the Association will carry out the commitments contained herein and give them full force and effect.

Any contract between the Board and individual teachers shall be subject to the terms and provisions of this policy.

MUSD will maintain written documentation on any communication with MEA regarding special contract discussions and on any issue that diverges from the Certified Negotiated Agreement. Documentation will be verified by MEA representatives to insure mutual agreement and understanding. Specific to contract discussions, in the event the Marana Unified School District has made every effort yet is still unable to recruit any hard to fill and necessary positions, special contract addenda may be issued. In good faith, with flexibility, any addenda shall be paid for primarily with alternative funding sources (IDEA, Title I, Title II, etc.) before M&O funds are used. The funding source for all special contract addenda will be revisited on a yearly basis.

### **Impasse**

If an impasse is declared by either side, the cost of any outside assistance from that point on shall be shared by both sides.

If an impasse is declared, the side making such a declaration shall put into writing, at the moment of the declaration, the items that are considered at impasse.

These items, and only these items, shall be in the impasse procedure. The District and the Association shall, within five working days, request that the Federal Mediation and Conciliation Service furnish a mediator. The format, dates and times of meetings shall be arranged by the mediator, and such meetings shall be conducted in closed sessions.

Negotiation teams will meet following mediation to conclude the final agreement.

### **Definition**

The term *day* refers to regular working day.

### **Association Right under the Procedure**

The Association and its representatives shall be permitted to transact Association business on school property and shall have the right to use school facilities provided that it does not interrupt schedules, classroom activities and other school functions.

The Association and its representatives shall have the right to post notices of activities and matters of Association concern on the teacher bulletin boards. Space on at least one such bulletin board shall be provided in each school.

The Association may use teacher mailboxes and the District delivery service for communication to teachers. Copies of communications placed in teacher mailboxes will be given to school administrators and the Superintendent.

The Association and its representatives shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating/copy equipment, calculators, audiovisual equipment, and computer terminals at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use.

The District agrees to furnish the Association available information concerning the financial resources of the District, including but not limited to financial reports, pertinent budgetary data and allocations, agenda and minutes of Board meetings, and seniority lists. The District also agrees to provide the Association with information needed by the Association to develop constructive negotiation proposals; however, the District shall not be required to prepare reports or surveys. Also, any information that may be necessary for the

Association to process any grievance or complaint shall be provided.

The District agrees to furnish the Association available information concerning the financial reports, pertinent budgetary data and allocations, agenda and minutes of regular and special meetings, and all pertinent documents, data and/or information included in Governing Board meeting materials.

The District agrees to furnish the Association seniority lists as they pertain to the transfer and reduction-in-force policies in the event of a grievance.

The Association shall, upon request, be granted time at faculty meetings, subject to availability at each faculty meeting, to present reports and announcements.

Association meetings may be held at any reasonable times that do not interfere with scheduled classes or other assigned duties.

The Association shall be placed on all agendas of the District's orientation programs.

Within fifteen days of the ratification of this agreement, the Board shall have sufficient copies thereof prepared and delivered to each teacher in the District and ten (10) copies to the Association.

Members of the Association's executive board shall be permitted to leave the school in sufficient time to attend regularly scheduled executive board meetings provided that it does not interfere with their scheduled class times or other assigned duties.

Upon request of the Association or the District, the Association and the District agree to meet and consult upon matters of concern as needed.

The District reserves the right to consult with any individual or organization on any topic, but will negotiate only with the Association with regard to nonadministrative certificated staff members.

The Marana School District Board Policies and Procedures handbooks will be kept current. All changes and additions shall be posted in the handbooks within thirty (30) days.

At the beginning of each school year, the Marana Education Association shall be credited with fifteen (15) association leave days excluding days used for professional dialogue. Such days may be used without loss of pay by teachers serving as officers or agents of MEA, at the discretion of the Association, and with approval by the Superintendent. Notice of intent to use such days shall be submitted in writing to the Superintendent and principal five (5) days in advance, or less by mutual consent.

The Marana Education Association will be allowed to purchase up to 25 additional association days per year at the current substitute rate of pay. The Association may use these days for the following:

- X Attending conferences that feature dialogue on school issues, such as:
- ✗ AIMS
- X At risk issues.
- X Coping with violence in the schools.
- X Gang awareness.
- X Delegate assembly (voting members only).
- X Any conferences that impact educational issues and build awareness of those concerns
- X Educational support activities at the State Legislature
- X Community relations:
- X MFEE
- X DISC meetings.
- X Metropolitan Education Commission

- X PTOs, PTAs
- X On-site meetings with the District
- X Such other activities as approved by the Governing Board.
- X Utilization of the days meeting the established criteria will be individually approved by the Superintendent.

None of these days may be approved for any purpose felt by the administration to be detrimental to the general welfare of the District. This category will include, but not be limited to:

- X Negotiation training.
- X Job-action activities.
- X Membership recruitment.
- X Grievance training.

Any request for days in excess of the 25 days contained in this policy must be submitted to the Governing Board for consideration.

The Board agrees to deduct from the salary of each Association member an amount of money sufficient to pay the member's dues in the Association, the National Education Association and the Arizona Education Association as certified by the Association, and all other Association-approved programs designated by the member. The Board further agrees to transmit all such monies so deducted to the Arizona Education Association on a bi-monthly basis.

Authorization for payroll deduction for dues shall be submitted to the District following the member's initial enrollment in the Association and selection of the payroll deduction option. Dues deductions will be automatically renewed for each succeeding school year during the member's employment by the District unless written notice of revocation of dues deduction is delivered to the District by the employee. Such a revocation will remain effective for at least the remainder of the school year or until payroll deduction is again requested by the employee in subsequent years.

All rights and privileges granted to the Association under the terms and provisions of the Agreement are for the exclusive use of the Association.

With the exception of salaries and fringe benefits, any items agreed to are good for two years, and the items may not be brought back to the table prior to that two years, unless by mutual consent.

Adopted: 04/09/85  
 Revised: 06/03/86; 03/31/87 (8.1 & 8.2); 04/03/87 (15.b); 03/27/89; 07/06/93; 06/14/94; 0/22/96;  
 07/08/03; 05/10/05

<b>Academic Freedom</b>	<b>Policy IB</b>
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**(Management of the Academic Atmosphere)**

The Governing Board is:

- X *The elected representative of the parents and citizens of the District.* In this capacity, the Board must determine what the parents and citizens want as goals and objectives for the school system, and, within the parameters of funds and legal restraints, work to achieve those goals and objectives.
- X Parents, via the Governing Board, have the right to determine the subject matter taught to their

children.

- X *The employer of a staff, including professional educators.* In this capacity the Board must establish teaching goals and objectives after consulting with the professionals, and provide a ways and means to achieve these goals and objectives. In providing these ways and means, the Board, among other duties, must protect the professional educator from harassment from any person or any group that wishes to alter those goals and objectives.
- X *The provider of an educational system for the students that is professionally sound and acceptable to the community.* That educational system must be consistent with the abilities and maturity of the student recipients of that system. In order to achieve this, the Board must protect the students from influences that they are not mature enough to handle, or that are sharply contrary to their home values.

Inasmuch as students in school are a captive audience and, because of that, the Board has a heavy burden of protection to provide. The academic atmosphere is subject to, but not necessarily limited to, the following guidelines:

- X Parents have the primary responsibility for their children's education.
- X Pupils have certain rights that the schools may not take away.
- X Parents have the responsibility to ensure that their children's religious faith and moral values are not undermined by the schools.
- X Parents, via the Governing board, have the right to determine the subject matter taught to their children.
- X Emphasis shall be placed upon, but not necessarily limited to, patriotism, integrity, honesty, industry, temperance, courage, politeness, and inquiry.
- X Parents have the right to expect that the schools, in their teaching approaches and selection of instructional materials, will support the values and standards that their children are taught at home. If the schools cannot support those values, they must at least avoid deliberate destruction of them.

It is the policy of the Board to educate young people in a democratic tradition, to foster a recognition of individual freedom and social responsibility, and to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights. It is recognized that these democratic values can best be transmitted in an atmosphere that is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for the teacher and the student is encouraged.

It is mutually recognized that freedom carries with it responsibility; academic freedom also carries with it academic responsibility, which is determined by the basic ideals, goals, and institutions of the local community. Discussion and analysis of controversial issues should

be conducted within the framework of the fundamental values of the community as they are expressed in the educational philosophy and objectives of the Board.

Within the preceding frame of reference and as it pertains to the course to which a teacher is assigned, academic freedom in the schools is defined as:

- The right to teach and learn about controversial issues that have economic, political, scientific, philosophical or social significance.



- The responsibility to select and use materials that are relevant to the levels of ability and maturity of the students and to the purpose of the school system.
- The right to determine and utilize instructional methodologies that are appropriate for the teacher and consistent with the learning needs of the student.
- The right to maintain a classroom environment that is conducive to the free exchange and examination of ideas that have economic, political, scientific, philosophical or social significance.
- The right of teachers to participate fully in the public affairs of the community.
- The right of students to hold divergent ideas as long as the expression of their dissent is done within the guidelines of debate and discussion that are generally accepted by teachers in a normal classroom environment.
- The right of teachers to a free expression of conscience as private citizens with the correlative responsibility of a professional presentation of balanced views relating to controversial issues as they are studied in the classroom.

Guidelines for selection of controversial issues to be studied in the classroom are:

- X The issue should be suitable for students of the maturity and background represented in the class.
- X The issue should be related to the course content and should help achieve course objectives.
- X The issue should provide the students an opportunity to study controversial issues that have political, economic, philosophical or social significance about which they will begin to have opinions.
- X The issue should provide the students competent instructions, balancing the various and/or conflicting points or view in an atmosphere free from bias and prejudice.
- X The issue should provide the students their right to form, identify and express their own opinions on controversial issues as long as a balanced presentation is made on conflicting positions.

Questions and concerns about the use of controversial materials will follow established due process procedures, provided the use of such materials is consistent with District guidelines.

The teacher shall retain the exclusive right to determine grades of students. No grade shall be changed without following the duly prescribed process enumerated in District policy.

Adopted: 11/09/82  
Revised: 10/22/96

<b>Curriculum Development</b>	<b>Policy IGA</b>
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**(Curriculum Development)**

The need and value of a systematic, ongoing program of curriculum development and evaluation involving students, parents, teachers, and administrators are recognized. It is essential that the school system continually develop and modify its curriculum to meet changing needs. The Board authorizes the Superintendent to develop the curriculum for the school system and to organize committees to review the curriculum. All curriculum changes shall be approved by the Governing Board.

It shall be the responsibility of the Superintendent to develop proposals relating to curriculum modifications and additions that, in the opinion of the professional staff and consultants, are essential to the maintenance of a high-quality program of education from prekindergarten (PK) through grade twelve (12).

All certificated personnel have professional obligations to the school program beyond regular classroom duties, and these obligations may include work on curriculum committees.

### **Curriculum Revision**

As the need arises the Superintendent will form curriculum committees to revise the curriculum. The committees will be made up of the appropriate District-level administrators, teachers from each level (elementary, middle school, high school) to be selected by the school administrators if appropriate, parent representatives if available, and such other persons as are deemed appropriate to the area under consideration

These committees will meet to revise the curriculum and adopt associated text and support materials. The meetings will be open to the public. Public input will be accepted. No decision to modify the published curriculum of the District will be made without input from the teachers involved.

The committee's decision shall be reached by consensus or majority vote. A written majority recommendation, with justification if necessary, will be presented to the Governing Board. Signed dissenting opinions, with justifications from the dissenting committee members, may be attached to the report

The decision of the Governing Board will be final.

During the years between revisions, if a person is concerned about a proposed addition to or reduction from the curriculum, that person may request, in writing, a meeting of the curriculum committee, via letter to the Superintendent. The Superintendent will convene the committee within twenty (20) days for the purposes of consideration of the concerned person's request. The change may go into effect during the consideration process, unless it involves loss of position.

The committee will be constituted as a normal curriculum committee and, insofar as possible, will include the original members of the committee that adopted the curriculum. Their recommendation will be reached by consensus or majority vote, after hearing the concerns, and will be transmitted, in writing, to the Superintendent and the Board. Signed dissenting opinions may be attached.

*Adopted:* July 26, 2005

<b>Class Size</b>	<b>Policy IIB</b>
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Class size shall be equitably derived based on the smallest average of teacher-pupil ratios possible within levels.

Regular class sizes in elementary school buildings are as follows:

- X Kindergarten 25
- X Grades 1 & 2 30
- X Grades 3 - 6 32
- X Combination 28

Elementary teachers with classes exceeding this prescribed number shall be entitled to increased aide time to be reallocated from the present District staff personnel.

All specialty areas of education are excluded from the above class-size numbers.

Students with quantifiable behavioral problems or verified learning disabilities who are mainstreamed shall be equitably distributed.

The certificated staff members shall have the opportunity to give input into student assignments. Within the limits of the scheduling process, classes at the secondary level will be equalized by period and by subject area. Scheduling mechanics will be utilized to distribute the teaching load as equitably as possible. Where classes exceed reasonable limits (understood to mean cases where classes exceed the limits of classroom size, student safety, and equipment availability), additional staff personnel will be added, as funding is available.

Adopted: 6/17/75

Revised: 11/09/82; 3/31/87; 3/31/89; 10/22/96

<b>Report Cards/Progress Reports</b>	<b>Policy IKAB</b>
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**[Excerpt from Policy IKAB]**

**Grade Preparation Time**

Report cards for the elementary and junior high schools for the last grading period are due at noon on the teacher-only report day at the end of the school year. Grade sheets for the high schools are voluntarily due at 3:00 p.m. on the day prior to the teacher only report day at the end of the first and second semester.

First semester grades for the elementary and junior high schools will be due at the end of the day before Winter Vacation.

Adopted: 06/28/89

Revised: 07/10/90; 05/27/97

<b>Assignment of Students to Classes and Grade Levels</b>	<b>Policy JG</b>
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**[Excerpt from Policy JG]**

**Student Placement**

Elementary classroom teachers will be consulted and have opportunities for input prior to a student being removed from their classes or placed in their classes due to parental request.

Adopted: 06/28/88  
Revised: 10/22/96

<b>Tobacco Free Environment on School Grounds At Public Functions</b>	<b>Policy KFAA</b>
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This policy applies to all students, employees, volunteers, and visitors.

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

- \$ School grounds
- \$ School buildings
- \$ School parking lots
- \$ School playing fields
- \$ School buses and other District vehicles
- \$ Off-Campus school sponsored events

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

Adopted: 06/27/95  
Revised: 10/22/96; 08/24/99; 06/26/01

**Administrative Meetings/Coverage**

When necessary for Principals to be out of their buildings, an administratively appointed designee shall assume the duties of the Principal in an emergency.

**MEA/Administration Communication**

The Superintendent or Assistant Superintendent will be available one hour every two weeks to meet with the MEA President. This must be arranged so that there will be no loss of student contact time for the MEA President.

**Remedial Reading**

Board will continue the same levels of programs at new schools.

**School Budgets**

Building budgets shall be available for review upon request.

Revised: 0407/89

**Terms of Agreement**

All items of this agreement and all items of previous agreements that remain unchanged are to be in effect

until June 30, 2002.\*

\*Date Revised from 1998 to 2002.

THE FOLLOWING PAGES CONTAIN INFORMATIONAL ITEMS ONLY AND ARE NOT PART OF THE NEGOTIATED AGREEMENT.

**INFORMATIONAL ITEMS  
ONLY**

**Not a Part of the  
Certified Negotiated Agreement**

**Professional Staff Leaves of Absence Without Pay**

**Policy GCCC**

**[Excerpt from Policy GCCC]**

**(FAMILY AND MEDICAL LEAVE ACT)**

**Purpose**

The Family and Medical Leave Act of 1993 (FMLA) gives eligible employees the right to take up to twelve (12) weeks of unpaid leave in any twelve-month period for any of the following reasons:

- X Because of the birth of a child or the placement of a child with the employee for adoption or foster care.
- X Because the employee is needed to care for a child, spouse, or parent who has a serious health condition.
- X Because the employee has a serious health condition that makes the employee unable to perform assigned duties.

The employee generally has the right to return to the same position or an equivalent position with equivalent pay, benefits, and working conditions at the conclusion of the leave.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility or a period of incapacity of more than three (3) calendar days coupled with continuing treatment by a health care provider.

**Eligibility**

An eligible employee, for purposes of this policy, is one who has been employed by the District for at least twelve (12) months and who has worked at least 1,250 hours during the twelve-month period immediately preceding the commencement of the leave.

**Kinds of Leave and Notice Required**

Leave taken under this policy by an employee for the birth or placement of a child must be taken in one continuous segment, up to twelve (12) weeks, and must be taken within twelve (12) months of the birth or placement of the child. Employees are required to give thirty (30) days' written notice of their intent to take leave for this purpose to the personnel office, unless the need for such leave is unforeseeable. In such a case, an employee must give such notice as soon as practicable.

Leave taken under this policy to attend to the serious health condition of the employee or the employee's family member may be taken in one continuous segment, up to twelve (12) weeks, or may be taken on an intermittent or reduced schedule leave, if medically necessary. If such leave is foreseeable, the employee must make a reasonable effort to schedule the leave so as not to unduly interrupt District operations and must provide the personnel office thirty (30) days' written notice of intent to take such leave. If such leave is unforeseeable, the employee must provide such notice as soon as practicable.

If an employee chooses to take intermittent or reduced schedule leave, the District may require the employee to transfer temporarily to another position in the District for which the employee is qualified that would provide equivalent pay and benefits and would better accommodate the employee's recurring periods of leave.

### **Spouses Employed by the District**

If a husband and wife are employed by the District and eligible for FMLA leave, they are permitted to take only a combined total of twelve (12) weeks of FMLA leave between them during any twelve-month period if the leave is taken for one of the following reasons:

- X The birth or placement of a child.
- X To care for a parent with a serious health condition.

If eligible employee spouses both use a portion of the total twelve (12) weeks of FMLA leave entitlement for one of the purposes set forth above, each is entitled to the difference between the amount taken individually and twelve (12) weeks for leave that is taken for a FMLA-qualifying purpose other than those set forth above.

If one employee is ineligible for FMLA leave, the other eligible employee spouse is entitled to a full twelve (12) weeks of FMLA leave.

### **Instruction Personnel**

The FMLA provides special rules for employees of education agencies who are employed in an instructional capacity, due to the disruption that FMLA leaves may have on such agencies' education mission.

***Requests for intermittent or reduced scheduled leave taken for planned medical treatment.*** If an eligible employee who is employed primarily in an instruction capacity requests intermittent leave of absence on a reduced schedule to care for a family member, or for the employee's own serious health condition, that is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of total number of working days over the period the leave would extend, the District may require the employee to choose either to:

- X Take leave for a period or periods of a particular duration, not to exceed the duration of the planned treatment; or
- X Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

***Requests for leave to commence more than five weeks from end of semester.*** When an employee employed primarily in an instructional capacity requests leave to commence more than five (5) weeks prior

to the end of a semester, the District may require the employee to continue taking leave until the end of the semester if:

- X The leave is of at least three (3) weeks duration; and
- X The employee's return to employment would occur during the three-week period before the end of the semester.

***Requests for leave to commence less than five weeks from end of semester.*** When an employee employed primarily in an instructional capacity requests leave for a purpose other than the employee's own serious health condition to commence during the five (5) week period prior to the end of a semester, the District may require the employee to continue taking leave until the end of the semester if:

- X The leave is of at least two (2) weeks duration; and
- X The employee's return to employment would occur during the two-week period before the end of the semester.

***Requests for leave to commence less than three weeks from end of semester.*** When an employee primarily in an instructional capacity requests leave for a purpose other than the employee's own serious health condition to commence during the three-week period prior to the end of a semester, and the duration of the leave is greater than five (5) working days, the District may require the employee to continue taking leave until the end of the semester.

### **Medical Certification**

An employee who requests FMLA leave to care for the employee's own serious health condition or the serious health condition of a family member must submit a certification from a health care provider to the personnel office to substantiate the leave within fifteen (15) days of the request for such certification. Failure to provide the required certification may affect the employee's ability to take leave as requested.

In its discretion, and at its expense, the district may also require a second medical opinion after an employee submits a medical certification. This second opinion shall not be given by a medical professional regularly utilized by the District. If the second medical opinion differs from the original medical certification, the District may require the employee to submit to examination by a third health care provider, the identity of whom will be agreed upon by the District and the employee requesting the leave of absence. This third medical opinion shall be obtained at the District's expense and will be binding on the district and the employee.

The District may require that an employee on FMLA leave provide it with periodic recertification of a serious health condition when the District, in its discretion, deems recertification warranted. An employee returning from leave taken for the employee's own serious health condition must provide a certification of fitness to return to work from the employee's health care provider to the personnel office prior to returning from FMLA leave.

### **Substitution of Paid Leave**

A District employee may substitute accrued paid vacation or personal leave for any leave taken for a FMLA-qualifying purpose. A District employee is entitled to substitute accrued paid sick leave for FMLA leave taken to care for a spouse, child, or parent with a serious health condition or for the employee's own serious health condition. When an employee substitutes paid leave for FMLA leave, the employee is only required to comply with the notice requirements set forth in the policies and regulations relating to such paid leave, and not with any more stringent notice and certification requirements set forth in this policy, unless

the paid leave period is followed by a period of unpaid FMLA leave.

Paid leave being substituted for all or a portion of any employee's FMLA leave shall be designated as FMLA leave and shall be deducted from an eligible employee's FMLA leave entitlement.

If it is necessary for eligible employee to extend a period of paid leave (which was taken either in substitution for otherwise unpaid FMLA leave or for another purpose for which paid leave is available) into a period of unpaid FMLA leave, the employee must notify the personnel office at least thirty (30) days prior to the taking of the unpaid FMLA leave, unless the need for FMLA leave is unforeseeable, in which case the employee must provide the personnel office with as much notice of the need for the unpaid FMLA leave as is practicable.

### **Effect on Benefits**

An employee on FMLA leave is entitled to have the employee's group health plan benefit maintained while on such leave. If an employee was paying all or part of the premium payments prior to leave, the employee is required to continue to pay the same share of such payments during the leave period. The personnel office shall provide employees with written notice of the manner in which any employee-owned premiums are to be paid during FMLA leave at the time such leave is requested. If an employee does not return to work after the FMLA leave period, the District shall require the employee to repay any health care premiums paid by the District during the leave period, unless the employee does not return due to a serious health condition or due to other circumstances beyond the employee's control.

All rights of seniority, retirement, accrued sick leave, and other benefits, provided by the Governing Board, that the employee had at the time FMLA leave was taken shall be preserved and available to the employee after the leave of absence has ended. The employee, however, does not accrue benefits during the leave period, nor does the leave period entitle the employee to any greater rights than would have been obtained if the employee had not taken FMLA leave.

### **Reinstatement**

An employee returning from FMLA leave will be reinstated to the same position or an equivalent position, with equivalent pay, benefits, and other terms of employment, unless the employee would not otherwise have been employed at the time reinstatement is requested. An employee on FMLA leave shall notify the personnel office in writing of intent to return to work at least fifteen (15) days prior to the date of reinstatement.

The District may require an employee on leave to check in periodically with the personnel office to inform the District of the employee's status and intent to return to work. In such cases, a check-in schedule will be arranged between the employee and the personnel office prior to the commencement of the employee's leave.

Certain higher level employees (salaried employees who are among the highest paid 10 percent of District employees) may be denied their right to reinstatement if the denial of reinstatement is necessary to prevent substantial and grievous economic injury to the District's operations. The personnel office shall provide written notice to such employees that they fall within this category at the time FMLA leave is requested, or



as soon as practicable thereafter, and shall provide written notice of the District's intent to deny reinstatement to any such employee when the District first determines that such action is necessary to prevent substantial and grievous economic injury to the District's operations. If an employee is on FMLA leave when this determination is made, the employee shall be given the opportunity to return to work within a reasonable period of time, in order to avoid the loss of reinstatement.

Adopted: 10/22/96

<b>Accident Reports</b>	<b>Policy EBBB-RB</b>
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**[Except from Policy EBBB]**

**(Industrial Accident and Contagious Childhood Disease)**

All employees are protected by Workers' Compensation Insurance for injuries incurred on the job. To be protected, the accident must have been sustained in the course of employment.

The employee must initiate the first step on a claim for Workers' Compensation by reporting the accident immediately to the supervisor or comptroller who will furnish the necessary report forms.

Compensation under this provision shall be based upon the employee's average monthly wage. (ARS 23-1041).

The employee may choose to apply for Family and Medical Leave and, if approved, may elect to use all, or a portion, or any accumulated sick leave; however, wages cannot be received from the Workers' Compensation carrier and the District at the same time.

If the employee is not on Family and Medical Leave, the employee may elect to use all, or a portion of, any accumulated sick leave in conjunction with Workers' Compensation. In such cases, the following procedure will apply:

- X Use accrued sick leave earned besides amount received under Workers' Compensation.
- X Use only amount of accrued sick leave with amount received under Workers' Compensation to come to actual salary.

X	Example:	Employee's monthly rate	\$400.00
		Amount received under Workers' Compensation	\$260.00
		Maximum amount that may be Paid from sick leave fund	\$140.00

- X Use no sick leave accrued and receive only the amount received under Workers' Compensation.
- X During the first ninety (90) days of employment, an employee who is injured on the job will be granted up to seven (7) District-provided sick leave days to supplement accrued sick leave of the employee, if the employee provides a doctor's excuse documenting the injury.

An employee may elect, at the end of thirty (30) days' absence due to an industrial-related injury, to reimburse the District for all salaries received from the District for sick leave used for such industrial-related absence, and claim only the amount awarded by the State Compensation Fund, in order to have such sick

leave restored to the credit of the employee concerned.

In addition to the work-related-injury clause covered by Workers' Compensation, leave for contagious childhood diseases contracted at work will be allowed up to five (5) days, which shall not be deducted from sick leave. Contagious childhood diseases shall be identified as mumps, measles, chicken pox, whooping cough, scarlet fever, and diphtheria.

In addition to the work-related-injury clause covered by Workers' Compensation, support employees whose work is primarily involved in direct contact with school children shall be granted leave for contagious childhood diseases contracted at work up to five (5) days, which shall not be deducted from sick leave. Instructional aides, secretaries, nurses and nurses' aides, and bus drivers are included in this group.

Adopted: 05/13/80

Revised: 05/16/88; 06/24/97; 10/22/96

### **PROCEDURES FOR INJURED EMPLOYEES**

- Complete Section A of the "Report of Injury" form. This is basic personal information and brief description of the injury. If medical attention is desired or may be desired, then the form is turned into our workers compensation insurance carrier. If a supervisor or the designated site person is not available, take a "Report of Injury" form and complete Section A and fax to our insurance carrier. The form may be located in the Workers Compensation B Injury Report Manual or in any one of the red folders located in the various departments at your site.
- Section B of the "Report of Injury" form. This is to be conducted by a supervisor or the designated site person. **It need not be completed before going for medical attention.** The objective of Section B is to confirm injury date, injury details and, most important, determine if a work place safety hazard exists in which case immediate attention may be needed to prevent future injuries.
- Seek medical attention, if so desired. Instructions entitled "Employee Instructions and Information" are on the reverse side of this information form. Remember your first visit must be to one of the clinics listed on the form.
- Participate in Injury Review Process (IRP). All injured employees participate in the Injury Review Process which supplies information pertinent to Marana Unified School District's objective to reach our Safety Vision and Goal of reducing personal suffering, loss of work time, and the high cost associated with workplace injuries. All IRP correspondence can be obtained in your sites white three ring binder entitled the "ZAC Information Kit".

All this information can be obtained at individual sites in either the three-ring binder entitled "Workers Compensation - Injury Report Manual", a green over white binder, or in any one of the red folders located in the various departments. Both should be at a convenient, centrally located area on your campus.

**NOTE:** A representative of our workers compensation insurance carrier may also interview you. This interview is usually conducted to acquire more detailed information regarding the incident. For example, an injury that resulted from a tool breaking, an employee injured as a result of a student's actions, etc.

### **Employee Instructions and Information regarding a work related injury**

**If you desire to see a physician:**

Be sure to notify your supervisor that you are going to the clinic before you go. Substitute employees would notify their supervisor at the location of their incident/injury. *If no supervisor or designated site person is available, take a "Report of Injury form" and complete Section A and fax to company.*

You must go to one of the occupational clinics listed on this form. Be sure to take your copy of the "Report of Injury" form with you.

If the Physician:

- Releases you to work be sure to bring a copy of the release with you because you cannot return to work without a release from the physician.
- Takes you off work completely, you may either bring the off work form into your supervisor or have it sent/faxed to your supervisor.
- Releases you to regular work with restrictions which is also called modified work) or to light duty or alternate work, be sure you have the release form with you when you return to work. It must be turned into your supervisor. A determination will be made if work is available based on the restrictions on the form.

*Be aware that the physician's form that takes you off work does not replace a leave of absence request. Any paperwork required, as outlined in school district policy, must be completed within the applicable time allowed.*

*Substitute employees do not file any leave of absence paperwork with the district.*

Our Workers' Compensation Insurance Company is:

State Fund, P.O. Box 33049, Phoenix, AZ 85067

You will need this insurance company information if the physician gives you a prescription. Be sure you have it with you when you have the prescription filled.

If you decide to see a physician you must go to one of the following Clinics. The addresses listed below are those closest to our district.

Tucson Occupational Medicine	1661 W. Grant Road, Tucson AZ 85745 Exit Grant Rd on south side just past MAACO. Phone 628-4340 Fax 628-1871
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Concentra Medical Center	2005 W. Ruthrauff #111, Tucson AZ 85705 E. of La Cholla on south side in the business center Phone 293-7250 Fax 293-7234
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**NOTE: YOU WILL NOT BE PAID REGULAR WAGES WHILE YOU ARE OUT ON WORKERS'S COMPENSATION.**

<b>Part-time and Substitute Professional Staff Employment</b>	<b>G-3850 GCG</b>
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The purpose of this policy is to specify circumstances when part-time employment will be permitted.

Part-time employment means:

- X Scheduled/contracted employment for a portion of, but not the entire, regular school day; or
- X Scheduled/contracted employment for less than the entire academic or fiscal year; whichever is applicable to the employment position under consideration.

#### Intention of the District to Favor Full-time Employment

It is the policy of the District to favor full-time employment. Correspondingly, part-time employment is limited to certain unique circumstances generally determined to be beneficial to the District. The District's preference for full time employees is especially applicable with respect to teachers and other employees who have significant daily interaction with students. It has been the experience of the District that full-time teachers have more involvement, and better quality involvement, with students and student activities.

#### Circumstances Where Part-time Employment is permitted

Part-time employment is permitted in the following circumstances:

- X Substitute teachers;
- X Team teaching situations and other job share situations determined to be beneficial to the District;
- X Situations where an employee desires to reduce his or her employment to part-time status for not more than one (1) year as a result of a circumstance that would allow the employee, if otherwise qualified, to take leave pursuant to the Family Medical and Leave Act (FMLA).
- X Other extraordinary situations where it is determined by the District Superintendent or the Superintendent's designee, that due to unique needs of the District, it is in the District's best interest to advertise for, and hire, a part-time employee. This may include situations where the District has difficulty filling a specific need without resorting to a part-time employee or employees. Any position to be filled pursuant to this paragraph will be competitively advertised and may not be filled by means of a transfer instead of a competitive selection process.

#### Substitute Teacher Pay

- X \$80.00 per day (\$40.00 per half day)
  - " A full day is more than 3.5 hours; a half day is up to and including 3.5 hours.
  - " Any substitutes who accept substitute positions on the west side of the District (excluding Coyote Trail and Twin Peaks Elementary Schools) will receive \$5.00 extra per day for mileage. Site program substitutes will receive mileage plus an additional \$5.00 per day.
- X Long-term Substitute. If thirty (30) or more consecutive days in the same assignment, on the thirtieth (30<sup>th</sup>) day and thereafter pay will be \$100.00 per day. (No benefits will be included.)
  - " Note. The increased salary for long-term assignments is not retroactive.
- X Contracted Substitute. A teacher who assumes an assignment anytime prior to March 15<sup>th</sup> for the remainder of the school year will receive a prorated, year end contract (at a BA, Level A salary level), and will be eligible for prorated fringe benefits of holidays, sick leave, and the

District's contribution to the cafeteria plan. These benefits are not accumulable.

Adopted: March 23, 1999  
Revised: 2/22/00, 7/11/00, 6/11/02

**Reporting Child Abuse/Child Protection**

**Policy JLF**

Any school personnel or any other person who reasonably believes that a minor is or has been the victim of physical injury, child abuse, or neglect that appears to have been inflicted upon the minor by other than accidental means or that is not explained by the available medical history as being accidental in nature or who reasonably believes there has been a denial or deprivation of necessary medical treatment or surgical care or nourishment with the intent to cause or allow the death of an infant who is protected under A.R.S. 36-2281 shall immediately report or cause reports to be made of such information to a peace officer or to the Child Protective Services (CPS) of the Department of Economic Security, except if the report concerns a person who does not have care, custody, or control of the minor, the report shall be made to a peace officer only. Such reports shall be made immediately by telephone or in person and shall be followed by a written report within seventy-two (72) hours. Pursuant to A.R.S. 13-3620, such reports shall contain:

- X The names and addresses of the minor, the parents, or the person or persons having custody of such minor, if known.
- X 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.
- X 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 person who fails to report abuse as provided in A.R.S. 13-3620 is guilty of a class 1 misdemeanor, except if the failure to report involves a reportable offense, the person is guilty of a class 6 felony.

Any certificated person or Governing Board member who reasonably suspects or receives a reasonable allegation that a person certificated by the Department of Education has engaged in conduct involving

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

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

*Adopted:* July 26, 2005

<b>Reporting Child Abuse/Child Protection</b>	<b>Policy JLF-R</b>
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*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]

- X Public sexual indecency to a minor [A.R.S. 13-1403]
- X Sexual abuse [A.R.S. 13-1404]
- X Sexual conduct with a minor [A.R.S. 13-1405]
- X Sexual assault [A.R.S. 13-1406]
- X Molestation of a child [A.R.S. 13-1410]
- X Furnishing items that are harmful to a minor via the internet [A.R.S. 13-3506.01]
- X Surreptitious photographing, videotaping, filming, or digitally recording of a minor [A.R.S. 13-3019]
- X Incest [A.R.S. 13-3608]
- X Child prostitution [A.R.S. 13-3212]
- X Commercial sexual exploitation of a minor [A.R.S. 13-3552]
- X Sexual exploitation of a minor (concerning visual depiction of a minor engaged in exploitive exhibition or other sexual conduct) [A.R.S. 13-3553]
- X Luring a minor for sexual exploitation [A.R.S. 13-3554]
- X Admitting a minor to public displays of sexual conduct [A.R.S. 13-3558]









**ADMINISTRATIVE REGULATION  
SALARY INCREASE FOR  
YEAR END TEACHERS  
as of June 9, 1998**

All year end teachers who have worked the major portion of a school year, shall receive a salary increase, when applicable. The major portion of a school year is defined as working one-half of the working days (excluding vacations and holidays, but including any non-students contact working days) plus one (1) day of that school year.

<b>Sexual Harassment</b>	<b>Policy ACA</b>
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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 or by a student to a member of the school staff where:

- X Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment or education; or
- X Submission to or rejection of such conduct is used as a basis for employment or education decisions affecting such individual; or
- X 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:

- X 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.
- X Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment.)

- X     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.
  
- X     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.
  
- X     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:*   July 26, 2005

<b>Sexual Harassment</b>	<b>Policy ACA-R</b>
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**(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. 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, or 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.

**(Sexual Harassment)**

**COMPLAINT FORM**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## **GENERAL DRESS STANDARDS**

1. Marana Unified School District employees will dress in a neat and professional manner. All apparel should be modest, reflect good taste and not violate the student dress code.
2. The employee's attire should not prevent or hinder the employee from performing the requirements of their position. Safety considerations should not be compromised. Seasonal considerations should be given.
3. Exceptions to these dress standards will be considered for special days, such as Spirit Days and non-student contact days at the site level.

### **Court Appearance (Jury Duty)**

Leave for court appearance such as jury duty will be granted without loss of pay. Stipends received (excluding transportation allowance) must be paid to the District. Court appearance for employee misconduct, employee initiated-legal actions, or civil litigation not related to the District, will be with loss of pay, unless another appropriate leave is taken. All such leave must be as the result of a subpoena and must be approved in advance.

### **Tobacco Free Environment on School Grounds At Public Functions**

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

Possession of tobacco products on school grounds and at school events is prohibited even if the tobacco products are not being used. Tobacco products include cigarettes, cigarette papers, cigars, smokeless tobacco and cigarette tobacco.

The following guidelines will be in effect.

#### For Support Staff Employees

\$	1 <sup>st</sup> Offense	Written letter of instruction from immediate supervisor.
\$	2 <sup>nd</sup> Offense	3 points and written reprimand (failure to comply with established work practices of the District).
\$	3 <sup>rd</sup> Offense	6 points and 2 days suspension without pay (Insubordination or failure to carry out orders of the designated supervisor).
\$	4 <sup>th</sup> Offense	Termination of employment (Continued Insubordination).

or Certified Personnel

§	1 <sup>st</sup> Offense	Written letter of instruction from immediate supervisor.
§	2 <sup>nd</sup> Offense	Written reprimand from immediate supervisor.
§	3 <sup>rd</sup> Offense	Written reprimand from immediate supervisor to include intent to dismiss fro further failure to comply; 2 days suspension without pay (Insubordination).
§	4 <sup>th</sup> Offense	Termination of employment based on continued insubordination.

**COMPREHENSIVE STUDENT DISCIPLINE POLICY**

***R. Appendix R - Continued disruption of the educational process:***

§ Any student who accumulates infractions for disrupting the educational process may receive more serious consequences.

***S. Appendix S - Refusal to readmit a student under A. R. S. 15-841:***

§ *Student Discipline:*

< Teachers and principals are authorized to remove a student from a class in accord with A.R.S. 15-841. A teacher may remove a student to the principal, or to a person designat4d by the school administrator, in accord with the conditions of A.R.S. 15-841, when applicable.

§ *Student disciplinary proceeding:*

< Each teacher wishing to remove a student under A.R.S. 15-841 will provide the principal, or the designee of the school administrator, with documentation of the teacher’s reason(s) for the removal of a student from class, using the appropriate form titled “Notice to Principal of Refusal to Readmit Student” at the time the student is initially sent to the office.

§ *Refusal to readmit per A.R.S. 15-841:*

< The administrator will discuss the requested removal with the teacher as soon as practical after the student is referred. The administrator will make the teacher aware of the disciplinary action implemented as a result of the removal in accord with the rules established by the Board. At that time the teacher will be required to state an intent to readmit or refuse to readmit the removed student. If the teacher refused to readmit the student, the reason shall be written on the Notice to Principal of Refusal to Readmit Student form by the teacher, explaining the conditions used to determine the removal, and shall be provided to the administrator by the next business day following the removal.

< Either of the following conditions must exist for a removal under A.R.S. 15-841:

# The teacher has documented that the pupil has repeatedly interfered with the teacher’s ability to communicate effectively with the other pupils in the



class or with the ability of the other pupils to learn.

# The teacher has determined that the pupil's behavior is so unruly, disruptive or abusive that it seriously interferes with the teacher's ability to communicate effectively with the other pupils in the classroom or with the ability of the other pupils to learn.

< The matter will be referred to the school placement review committee (SPRC) constituted in accord with the statute if the conditions are consistent with those stated in A.R.S. 15-841. Within three business days following the date of removal, the SPRC shall determine to either place the student in a new class or return the student to the existing class, if that is the best or only practicable alternative. (The committee will be composed of two teachers elected by the faculty at large and an alternate, plus an administrator designated by the building principal.) The decision of the SPRC is final.

# If the student is qualified for educational services under the Individuals with Disabilities Education Act (IDEA), any change in the student's individualized education program (IEP) shall be determined by the IEP team in accord with federal regulations.

§ *Professional conduct:*

< It is expected that before excluding a student and refusing to readmit, the teacher will have exerted diligent and professionally sound efforts to manage the student's behavior. Such effort will include the application of a variety of sound disciplinary techniques over a reasonable period of time. The teacher will be expected to confer with administration and colleagues (counselors, child study team members, parents, psychologist) and to implement reasonable suggestions before invoking A.R.S. 15-841. The teacher will also have made reasonable attempts to obtain parental support in solution of the problem.

< Upon referral to the principal for action under A.R.S. 15-841 the teacher will present reasonable documentation of the preceding requirements. All exclusions under A.R.S. 15-841 will be submitted on the Notice to Principal of Refusal to Readmit Student form.

< It will be the responsibility of the teacher to notify the parent that the student is being excluded under A.R.S. 15-841. This notification will include a statement of the reasons the teacher is excluding, and refusing to readmit, the student. The teacher will contact the parent within twenty-four (24) hours of making the exclusion.

**NOTICE TO PRINCIPAL OF REFUSAL TO READMIT STUDENT**  
(must be submitted by next business day following temporary removal)

Teacher\_\_\_\_\_ Student\_\_\_\_\_

School\_\_\_\_\_ Class\_\_\_\_\_ Period\_\_\_\_\_

Under the provisions of the A.R.S.15-841, I am refusing to readmit the above-named student to the identified class. The temporary removal was made under the following condition (one of the two conditions must be selected and substantiated).

- \_\_\_\_\_ 1. **The pupil has repeatedly interfered with my ability to communicate effectively with the other pupils in the classroom or with the ability of the other pupils to learn.**
  
- \_\_\_\_\_ 2. **The pupil's behavior is so unruly, disruptive, or abusive that it seriously interferes with my ability to communicate effectively with the other pupils in the classroom or with the ability of the other pupils to learn.**

**Instructions:**

Describe the incidents that have prompted the decision to remove the student from the class. It is important that complete and detailed information is provided, as it will be used (1) by the principal in determining the appropriate discipline management techniques, consistent with the Governing Board rules, to be applied to this case, and (2) by the placement review committee to determine whether the student should be placed back in the class if the teacher and principal cannot reach consensus that acceptable corrective measures have been accomplished to effect the student's return to class.

To the extent possible, report literal disruptive remarks made by the student, and list contributing factors such as the student's facial or bodily expressions, gestures, sounds, and so forth. Explain how the student attempted to divert the attention of other students, to encourage their participation in the misbehaviors, and to otherwise interfere with the classroom management, teaching, and learning processes. State the techniques, both successful and unsuccessful, that have been attempted to restrain the student's misconduct, gain the student's cooperation, or otherwise control the situation. List the dates of and summarize the communications and conferences with the student's parent(s) or other responsible adult(s) to elicit their assistance in resolving the difficulties with the student.

If the space on this form is inadequate, check the box on the following page and indicate the number of supplemental sheet(s) you are attaching to this notice.

Date of misbehavior: Description of Incident:

Techniques attempted:

Parental conference held? \_\_\_ Yes \_\_\_ No [If yes, date held and summary of outcome.]

SUPPLEMENT TO

NOTICE TO PRINCIPAL OF REFUSAL TO READMIT STUDENT

Teacher \_\_\_\_\_ Student \_\_\_\_\_

School \_\_\_\_\_ Class \_\_\_\_\_ Period \_\_\_\_\_

Date of misbehavior: Description of Incident:

Techniques attempted:

Parental conference held? \_\_\_ Yes \_\_\_ No [If yes, date held and summary of outcome.]

Date of misbehavior: Description of Incident:

Techniques attempted:

Parental conference held? \_\_\_ Yes \_\_\_ No [If yes, date held and summary of outcome.]

Adopted: September 9, 1997

Date of misbehavior: Description of Incident:

Techniques attempted:

Parental conference held? \_\_\_\_Yes \_\_\_\_No [If yes, date held and summary of outcome.]

Date of misbehavior: Description of Incident:

Techniques attempted:

Parental conference held? \_\_\_\_Yes \_\_\_\_No [If yes, date held and summary of outcome.]

\_\_\_\_\_Additional space is needed. \_\_\_\_\_supplemental sheets are attached to this notice.

Express your opinion of the action(s) that will be most effective with the student and state your expectation for the outcome of your decision to remove the student from your class.

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\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date notice submitted to principal

<b>Potpourri - Bits of Information that may be helpful.</b>
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- t **Annuities:** Our list of annuity companies is available at any time. The District does not advocate any annuity company nor does the District contribute to any annuity company. You must contact a broker of your choice to begin your annuity. The form required by the District is necessary to allow for payroll deductions. Call payroll for the list of annuity companies and the required District form.
  
- t **District allotment:** District allotment for insurance is based on the percentage of your contract. If you are contracted for one day more than the shortest semester, you are eligible to enroll for coverage and receive a pro-rated amount of the District allotment.
  - District allotment is earned within a fiscal year: July 1 to June 30 and is applied toward the upcoming insurance year.
  - Our insurance year begins October 1 and ends September 30.
  - Open enrollment annual insurance coverage and premiums are for a full 12 months.
  
- t **Retirement:** If you are retiring be sure to contact the Benefit Specialist (682-4753) approximately 4 months prior to your retirement date.
  - You should contact the Arizona State Retirement System approximately 6 months prior to your retirement date.
  
- t **Retirement Buy-back of service years:** You must contact the Arizona State Retirement System for information and the necessary paperwork.
  
- t **Telephone Number for the Arizona State Retirement System**  
Tucson No. 239-3100

**Holiday Pay:** Our past practice regarding the payment of holidays is as follows. Certified personnel are required to be actively working, have an approved paid personal day, or a paid sick day the workday immediately preceding the holiday. This applies to all paid holidays including Spring Break and Winter Break. (If the work day before a holiday is a half day of paid work and half day unpaid, the second half of the workday constitutes unpaid time and the holiday will not be paid).

## LEAVE DAYS EXAMPLES

Policy GCCA Professional Staff Sick Leave states:

*“All sick and personal days will now be referred to as “leave days” within the entire Certified Negotiated Agreement for those teachers who have and maintain at least 24 days of sick leave. Any days taken under this provision must be approved in advance. The administrator will have the authority to disapprove any such days, in excess of normal personal leave allocations that would adversely affect the school program, with reason given. A maximum of twelve total days may be taken under this provision in any year. This will continue as a one year pilot test.”*

**Example 1:** Employee has 50 sick days. In one fiscal year employee may take up to 6 personal days and up to 6 leave days. The total of both cannot exceed 12 days and all remaining days are sick days (38)

**Example 2:** Employee has 29 sick days. In one fiscal year employee may take up to 4 personal days and 1 leave day. If the balance of sick leave days is 24 or less, leave days may not be taken. Therefore, in this example, only 1 leave day is available. The remaining 24 days are all sick days. (29 sick days - 4 personal days – 1 leave day = 24 sick days)

**Example 3:** Employee has 15 sick days. In one fiscal year, employee may take up to 4 personal days and no leave days. No leave days are available because the balance of sick days is less than 24. The remaining 11 days are all sick days.  
(15 sick days – 4 personal days = 11 sick days)

## TRAINING OF TRAINERS

The purpose of the Training of Trainers program is to provide a cost-effective approach to systemic improvement of teaching and learning. The Training of Trainers model identifies expert teachers in a particular area and sends them to various trainings from experts in the field, with the understanding that they will become designated trainers for the district. The district reserves the right to determine which trainings are priorities in reaching goals.

Trainers are paid according to the Ancillary Pay Scale, at \$14 an hour for preparation and \$16 an hour for presentation. The first time a teacher presents a class, he/she is paid for two hours of preparation for every one hour of presentation (an equivalent of \$44 per hour). Thereafter, he/she is paid for one hour of preparation for every hour of presentation (an equivalent of \$30 per hour).

If the Training of Trainers is paid for through Professional Development funds, the trainer is expected to prepare and present an agreed-upon number of district-level trainings. The trainer will be compensated according to the Ancillary Pay Scale.

Revised 6-28-04

### 2005-2006 changes to Negotiated Agreement.

<p><b>Policy GCBA</b> - increase the professional growth by one cell MA + 66 on the current salary chart . Salary increase - 2% flat and then 1.55% to base salary (If additional funds are allocated by the State Legislature monies will be appropriated accordingly) Building Leadership Pool, flexibility for Middle Schools in allocating \$8000; Elementary School Building Leadership Pool increased by \$.50 per student Add "*" to Pep/Season and Key Club Sponsors for Middle School. "*" means if not allocated, then stipend can be assigned for other sponsorships not designated.</p>
<p><b>Policy GCBA-EB</b> – Placement of Coaches on Salary Schedule</p> <ol style="list-style-type: none"> <li>10. Coaches would be placed on the appropriate step based on district experience (but no higher than Step 12).</li> <li>11. When as assistant coach is promoted to head coach in the same sport, he/she receives full longevity credit for in-district service.</li> <li>12. When a coach goes from assistant or head to a different sport, he/she is placed on Step 1.</li> <li>13. When a head coach goes to an assistant coach in the same sport, he/she receives all longevity earned in that sport.</li> <li>14. When a coach moves from high school to junior high, or junior high to high school in the same sport, he/she receives full longevity credit in that sport.</li> <li>15. If a coach moves from junior high to high school, or high school to junior high school in a different sport, he/she is placed on Step 1.</li> <li>16. No longevity credit is received when one moves from the extra-curricular salary schedule to the coaches' salary schedule, or vice versa.</li> <li>17. If a coach moves from boys to girls, or girls to boys in the same sport, he/she receives full longevity credit for in-district service.</li> <li>18. If a coach quits coaching for several years, and then begins again in the same sport, he/she receives credit for the years he/she has earned.</li> </ol>
<p><b>Policy GCBA-EC</b> – Extracurricular and Coaching receive one step.</p>
<p><b>Policy GCCA</b> – extend leave days policy for one year</p>
<p><b>Policy GCCE</b> – one year extension of sub days for Special Ed Teachers, paid by IDEA; additional 3 days (as needed), 15 hours maximum pre/post contract stipend based on need, paid at ancillary pay rate (one year pilot program)</p>
<p><b>Policy GCK</b> – change language to "Should an opportunity for reassignment occur prior to July 15...."</p>
<p><b>Policy GCO</b> – Revised Teacher Evaluation Instrument</p>
<p><b>Policy GCQF</b> – Revised Teacher Discipline policy</p>
<p><b>Policy H</b> - MUSD will maintain written documentation on any communication with MEA regarding special contract discussions and on any issue that diverges from the Certified Negotiated Agreement. Documentation will be verified by MEA representatives to insure mutual agreement and understanding. Specific to contract discussions, in the event that the Marana Unified School District has made every effort yet is still unable to recruit any hard to fill and necessary positions, special contract addenda may be issued. In good faith, with flexibility, any addenda shall be paid for primarily with alternative funding sources (IDEA, Title I, Title II, etc.) before M&amp;O funds are used. The funding source for all special contract ADDENDA will be revisited on a yearly basis.</p>
<p><b>Other Items:</b></p> <p><u>Lead Trainer/Professional Development Facilitator</u> - concept and language as written, subject to new Superintendent discretion in the implementation.</p> <p><u>Two half days on calendar</u> – one year extension</p>

MUSD/MEA Ad. Hoc. Committee on Time – create an electronic data bank available on the district web page of lesson plans, outlines, curriculum maps and other resources designed by MUSD teachers.
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5/13/05
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## **MARANA UNIFIED SCHOOL DISTRICT**

### Bloodborne Pathogens Information Sheet for MUSD Employees

#### **MARANA UNIFIED SCHOOL DISTRICT'S EXPOSURE CONTROL PLAN**

The District's Bloodborne Pathogens Policy and Bloodborne Pathogens (HBV/HIV) Exposure Control Plan can be found in the Arizona School Board Association policies on the network. It explains the District's specific procedure for meeting OSHA requirements for control of exposure to bloodborne pathogens in the workplace. It describes the scope and application, definitions, exposure control plan, methods of compliance, laboratory requirements, vaccination and post-exposure evaluation and follow-up, communication of hazards to employees, record keeping, and effective dates for standards. Employees are free to read the plan in its entirety. A copy of this ASBA Policy may be reviewed or downloaded and printed.

The information required to meet annual training standards is printed in the employee certified and support handbooks for the current year. Staff at a specific site may be required to view the Bloodborne Pathogens Video as part of the annual training. Employees new to the district receive initial Bloodborne Pathogens training through orientation.

#### **CONTROL OF EXPOSURE TO BLOODBORNE PATHOGENS**

Employees with occupational exposure to human blood, human blood components, products made from human blood, or other potentially infectious material are at risk for contracting Hepatitis B, HIV, or other bloodborne diseases. This applies to some employees of school districts. The Occupational Safety and Health Administration (OSHA) has established rules and regulations to protect workers from this risk.

#### **SIGNIFICANT WORK EXPOSURE TO BODILY FLUIDS**

A staff exposure incident is any contact with blood or other potentially infectious materials (OPIM) to an employee's ruptured or broken skin or mucous membrane. OPIM's include semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids.



## **PROTECTION VIA WORK PRACTICE CONTROLS AND PERSONAL PROTECTIVE EQUIPMENT**

Hand washing facilities are readily accessible to employees in most settings. Contaminated sharp or broken glass will be deposited into a puncture resistant, hazardous-waste labeled, leakproof container designated for that purpose, without touching the sharp items with the hands. When full, these containers are disposed of by the Maintenance Department. Custodians are to use special care in picking up contaminated sharp objects. Latex gloves are provided in a variety of sizes and are available from the custodian/secretary at each building/department. In emergency situations latex gloves may be supplied by the school health office. Gloves are to be worn when the employee believes he/she is likely to have hand contact with blood or OPIM's. They are to be discarded after contact with one person and removed by pulling the cuff over the hand so the glove is turned inside out, avoiding touching the contaminated surface of the gloves with bare hands. The gloves are discarded in a plastic-bag-lined receptacle and hands washed with soap and water. This use of latex gloves and hand washing is included in the Universal Precautions Approach. [Note: Vinyl gloves are acceptable and can be purchased thru your site for those employees allergic to latex.] Microshield masks can also be purchased thru your site so they are available for use when cardiopulmonary resuscitation is necessary. Always place a barrier between yourself and potential blood exposure.

## **POSTEXPOSURE EVALUATION AND FOLLOW-UP**

An employee who believes he/she has had a significant exposure to blood or other potentially infectious materials is to report the incident to their supervisor and/or school nurse immediately, completing a Report of Significant Exposure To Bodily Fluids (Appendix V) **within 24 hours of the exposure incident**. It is vital that the employee read and follow the Other Required Steps indicated at the bottom of this form. In addition, the employee's supervisor **must** complete a Supervisor's Report of Injury Form. The employee's supervisor **must also complete** an Exposure Incident Investigation Form (Appendix VI) **within 24-48 hours of the exposure incident**. The supervisor or school nurse will notify Health Services. During the spring, summer and winter break, notify Benefits/Personnel. Health Services or Benefits will notify the District's medical provider of the exposure incident and verify that the employee testing and/or vaccine will be covered by the District. The supervisor or school nurse will refer the employee to the medical provider. The employee who is referred will receive an immediate confidential medical evaluation and follow-up including documentation of the route(s) and circumstances of exposure, identification and documentation of the source individual (if possible), collection and testing of blood for HBV and HIV, post-exposure vaccination (if not received earlier), counseling, and evaluation of reported illnesses.

## **INFORMATION ABOUT HEPATITIS B**

### **Epidemiology:**

Hepatitis B is a disease that causes inflammation of the liver. It is caused by the Hepatitis B Virus. It strikes about 200,000 persons in the United States each year.

Good liver function is essential for life. The liver is located in the upper right part of the abdomen and is protected by the rib cage; its functions are many and complex.

Among other things, the liver helps to store several important energy resources for the body, such as iron, glycogen (sugar) and Vitamin B12. It helps remove poisonous chemicals from the blood, destroy old blood cells, produce bile used in the digestion of fats, and regulate many metabolic processes necessary for life. It is important to protect the liver from injury and infections.

One type of infection that can damage or destroy the liver is Hepatitis B infection. Certain population groups are at increased risk of developing Hepatitis B because of their occupations, lifestyles, or health problems.

### **Transmission of Hepatitis B:**

Hepatitis B is usually spread by contact with infected blood or blood products. It can also be spread in such ways as illicit injectable drug use, tattooing, and ear piercing. In addition to its presence in blood, Hepatitis B Virus has been found to be infectious in saliva, semen and vaginal secretions. As a result, transmission of the disease can also occur through close interpersonal contact, including sexual contact.

### **Symptoms:**

Some people may be infected with Hepatitis B but never have symptoms. However, if they occur, the usual symptoms may be flu-like and include fatigue, mild fever, muscle and joint aches, nausea, vomiting, loss of appetite, vague abdominal pain, occasional diarrhea, and jaundice. While most patients recover, Hepatitis B can be very serious and even fatal.

### **Treatment:**

Therapy is directed toward relieving symptoms and making the patient more comfortable. Patients with severe cases may need to be hospitalized. There is no specific treatment and no known cure for Hepatitis B.

### **Protection via Vaccination:**

Vaccination is available to protect against Hepatitis B infection. The most effective vaccines are manufactured using recombinant genetic technology. The vaccine is a **non-infective** sub-unit of the virus and cannot cause Hepatitis B. Since it is derived from a yeast microorganism, it is free from any human blood or blood products. Any person at risk of contact with blood and/or blood fluids of other persons should consider immunization against Hepatitis B infection. The vaccine is given by intramuscular injection in the deltoid muscle (upper, outer arm). The standard dosage regimen is three injections at 0, 1, and 6 months. Studies with more than 100,000 subjects proved that the vaccine was well tolerated. Recipients of the vaccine may experience local reactions such as soreness, redness, and swelling at the injection site. These reactions are mild and generally subside within two days of vaccination.

All Class A Employees, those employees most “at risk” as defined in the MUSD Bloodborne Pathogens (HBV/HIV) Control Plan, are eligible to receive the vaccine series at District expense through the District’s medical provider. Necessary paperwork is available through Health Services. Health Services will issue authorization to receive the vaccine series through the District’s medical provider.

### Over \$50,000 Calculation Explanation Sheet

This information applies to employees having a total amount of life insurance over \$50,000 on themselves. The total amount of life insurance includes the amount of Group Term Life Insurance and Voluntary Term Life Insurance. The amount of life insurance above \$50,000 is subject to fringe benefit tax. Add the two Life insurance amounts, subtract the allowed amount of \$50,000, multiply the remainder by the cost according to the age rated table below. (This table is supplied by the IRS for fringe benefits.) The result will give you the taxable fringe benefit amount. **\*\*PLEASE NOTE: This figure is not the taxes you will pay, it is the fringe benefit amount subject to taxes.\*\***

Table

**Cost Per \$1,000 of Protection for one Month**

AGE	COST
Under 25-----	\$.05
25 through 29-----	.06
30 through 34-----	.08
35 through 39-----	.09
40 through 44-----	.10
45 through 49-----	.15
50 through 54-----	.23
55 through 59-----	.43
60 through 64-----	.66
65 through 69-----	1.27
70 and older-----	2.06

Example: Age 33

Group Term Life	=	\$ 23,573.16
Voluntary Term Life	=	\$ 40,000.00
 Total Life Insurance		 \$ 63,573.16
Over 50	-	<u>\$ 50,000.00</u>
Total		\$ 13,573.16
 Over 50		 \$ 13,573.16

Age Rate  $\frac{x}{.08}$   
 Fringe benefit amount \$ 1,085.85 \*\* This amount is subject to taxes.

Revised 7/03

<b>Pay Day</b>	
07/08/05	
07/22/05	
08/05/05	
08/19/05	
09/02/05	
09/16/05	
09/30/05	Estimated date to have dues and United Way taken.
10/14/05	
10/28/05	
11/10/05	
11/23/05	PREP time slips due pay date is Wed. due to Thanksgiving
12/09/05	PREP time slips will be paid
12/23/05	
01/06/06	
01/20/06	
02/03/06	
02/17/06	
03/03/06	
03/17/06	
03/31/06	
04/14/06	
04/28/06	PREP and Misc time slips due
05/12/06	Coach, PREP and Mics will be paid
05/26/06	School Year Only and Balance of Contract will be paid
06/09/06	
06/23/06	
07/07/06	
07/21/06	
08/04/06	
06/30/06	

**\*\*Everything paid from  
6/16/2006 thru 6/30/2006  
needs to be turned into  
payroll by 6/16/2006 to paid  
on the 6/30/2006 pay date.**