Flowing Wells Schools
Study Session Agenda

6:00 PM **October 27, 2026**
Doors Open 30 Minutes Prior To Meeting

District Administration Center
1556 West Prince Road
Tucson, Arizona 85705

A. **Opening of Meeting**
   1. Call to Order
   2. Pledge of Allegiance

B. **Student Report**
   1. Report from Flowing Wells Junior High School Student Representatives
      a. Student representatives will provide a review of events and activities at Flowing Wells Junior High School in academics, sports, and other extracurricular programs. 4
   2. Report from Sentinel Peak High School and Flowing Wells Digital Campus Student Representatives
      a. Student representatives will provide a review of events and activities at Sentinel Peak High School and Flowing Wells Digital Campus in academics, sports, and other extracurricular programs. 5

C. **Superintendent's Report**
   1. Recognition of Building Blocks for Character Students
      a. Superintendent Dr. Kevin Stoltzfus will recognize the October Building Blocks for Character Student from each school. 6
   2. Recognition of Employee of the Year
      a. Superintendent Dr. Kevin Stoltzfus will recognize the Laguna Elementary School Employee of the Year, Jennifer West. 9
   3. Recognition of Outstanding Volunteer of the Year
      a. Superintendent Dr. Kevin Stoltzfus will recognize the Laguna Elementary Outstanding Volunteer of the Year, Grace Yelland. 11
   4. Recognition of Teacher of the Year
      a. Superintendent Dr. Kevin Stoltzfus will recognize the Flowing Wells Junior High School Teacher of the Year, Manny Thomas. 13
   5. Update on District Events and Activities
      a. Superintendent Dr. Kevin Stoltzfus will provide an update on Flowing Wells School District Events and Activities. 14

      BREAK- The brief break provides an opportunity for families and friends to leave the meeting.

D. **Public Comments** **15**

Flowing Wells School District welcomes public comment. As outlined in A.R.S. §38-431.02, no action will be taken on issues raised in Public Comments unless items are found on agenda below. Other than this, the response to public comments will be limited to directing staff to study the matter or scheduling the matter as a future agenda item.

Names, dates and documents relevant to the agenda items are available on the District's website or at the Superintendent's office during normal business hours.

E. **Consent Agenda** **16**

These items of Board business that are addressed routinely at every meeting are presented as a Consent Agenda. The Board may elect to take action on all items collectively in one motion or may individually consider any item(s) as separate agenda subjects for action.

1. Approval of Agenda for this Meeting
   a. Request approval for the adoption of the agenda for this meeting, October 27, 2026. 17
2. Approval of Minutes of Governing Board Meetings
   a. The following Governing Board meeting minutes are presented for Governing Board approval: October 13, 2026 (Open Session Minutes and Executive Session Minutes). 21
3. Approval of District Expense and Payroll Vouchers
   a. Expense and payroll vouchers are presented for Board approval: Expense vouchers # 7218-27 - 7221-27 and 7159-26 and Payroll voucher #2808 $1,925,891.42. 27
4. Approval of Requests for Use of District Facilities
   a. None for this meeting.
5. Approval of Requests for Open Enrollment
   a. Requests for open enrollment students are submitted for approval. 33
6. Approval of Requests for Student Trips
   a. Student trip requests are submitted for approval. 35
7. Approval of Requests for Staff Travel
   a. Staff travel requests are submitted for approval. 64
8. Approval of Personnel Actions
   a. Personnel Actions are submitted for approval. 66
9. Acceptance of Gifts and Donations
   a. None for this meeting.
10. Review of District Financial Statements.
    a. None for this meeting.
11. Approval of Asset Retirement and Disposals
    a. None for this meeting.

F. **New Business**

1. Information and Discussion regarding District Marketing Strategies
   a. District administration presents for review a summary of our social media marketing strategies and outcomes, including paid advertisements on social media platforms. 80
2. Information and Discussion regarding Open Enrollment Trends
   a. District administration provides information for review and discussion regarding open enrollment for the current year in comparison to the prior three years. 102
3. Information and Discussion regarding Proposed Policy Revisions
   a. District administration presents for review proposed policy revisions, with no action to be taken at this meeting. Nearly all policies under review derive from Section G of the Policy Manual, related to Personnel. The attached document summarizes the revisions, and the accompanying policy drafts include strike-through text to indicate deletions and underlined text to indicate additions. The revisions would not result in substantive changes to existing policies, but would yield changes to policy titles and reference letters due to the consolidation of multiple related policies and the 111

elimination of redundant policies. For example, the current policies in Section G often have parallel versions for certified/professional staff and for classified staff; the revisions under review would consolidate parallel policies into a single policy for all staff.

G. **Executive Session**

1. In accordance with A.R.S. §38-431.03.A.1, an Executive Session may be called for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining, termination, or resignation of a public officer or district employees; concerning preliminary notices of inadequacy of classroom performance. 436

H. **Adjourn**

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

B-1	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Report from Flowing Wells Junior High School Student Representatives

Submitted By: Dr. Kevin Stoltzfus Date: October 21, 2026

Will Be Presented By: Flowing Wells Junior High School Student Representatives

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Student representatives will provide a review of events and activities at Flowing Wells Junior High School in academics, sports, and other extracurricular programs.

Estimated Cost $ _____ ☐ See Additional Information Attached

Recommended Action:

☐ Approve ☐ Disapprove ☐ Table ☒ No Action Required

Division Head: _____ Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

B-2	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Report from Sentinel Peak High School and Flowing Wells Digital Campus Student Representatives

Submitted By: Dr. Kevin Stoltzfus Date: October 21, 2026

Will Be Presented By: Sentinel Peak High School and Flowing Wells Digital Campus Student Representatives

Student representatives will provide a review of events and activities at Sentinel Peak High School and Flowing Wells Digital Campus in academics, sports, and other extracurricular programs.

Estimated Cost $ _____ ☐ See Additional Information Attached

Recommended Action:

☐ Approve ☐ Disapprove ☐ Table ☒ No Action Required

Division Head: _____ Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

C-1	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Recognition of Building Blocks for Character Students

Submitted By: Dr. Kevin Stoltzfus Date: October 21, 2026

Will Be Presented By: Dr. Kevin Stoltzfus

Superintendent Dr. Kevin Stoltzfus will recognize the October Building Blocks for Character Student from each school.

Estimated Cost $ _____ ☒ See Additional Information Attached

Recommended Action:

☐ Approve ☐ Disapprove ☐ Table ☒ No Action Required

Division Head: _____ Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

Flowing Wells School District

BUILDING BLOCKS FOR CHARACTER STUDENTS

For the Month of October 2026

School	Student Name	Grade	Nominator
Emily Meschter Early Learning Center	Cora Greer	PreK	Laura Herman
Centennial Elementary School	Stanley McGovern	3	Jillian Fink
Davis Elementary School	Jaylah Francies	3	Danielle Van Derlaske
Douglas Elementary School	Matteo Rodriguez Cabanillas	1	Cora Varas-Nelson
Hendricks Elementary School	Herman Ellis	1	Tyler Kiekolt
Laguna Elementary School	Kaely Mendez	1	Samantha Shreves
Richardson Elementary School	Thomas Parker	K	Destiny Lamey
Flowing Wells Junior High School	Ximena Ruiz Cardenas	8	John Leigh
Flowing Wells High School	Travis Leonard	11	Frank Thomas
Sentinel Peak High School	Marissa Shrader	12	Rosie Meyer

Flowing Wells School District

BUILDING BLOCKS FOR CHARACTER ADULTS

For the Month of October 2026

School:
Laguna Elementary School

Employee of the Year:
Jennifer West

Volunteer of the Year:
Grace Yelland

Teacher of the Year:
Manny Thomas

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

C-2	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Recognition of Employee of the Year

Submitted By: Dr. Kevin Stoltzfus Date: October 21, 2026

Will Be Presented By: Dr. Kevin Stoltzfus

Superintendent Dr. Kevin Stoltzfus will recognize the Laguna Elementary School Employee of the Year, Jennifer West.

Estimated Cost $ _____ ☒ See Additional Information Attached

Recommended Action:

☐ Approve ☐ Disapprove ☐ Table ☒ No Action Required

Division Head: _____ Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

FLOWING WELLS SCHOOLS

DISTRICT ADMINISTRATION CENTER

MEMORANDUM

TO: Dr. Kevin Stoltzfus
Governing Board

FROM: Dr. Tamára McAllister

RE: **Laguna Elementary School**
Employee of the Year – Jennifer West

DATE: October 27, 2026

School Site: Laguna

Employee Name: Jennifer West

Job Title: Instructional Assistant

Number of Years in FW: 5 years

Anytime we think of Jennifer, we think of… someone who has a bubbly, smiling personality, and her genuine love for children brings warmth and positivity to everyone around her. She is always willing to jump in, take charge, and get things done. She is incredibly efficient and effective, but she also does everything with genuine care for the people around her.

Top three things your Employee of the Year is known for:

- Taking ownership and going above and beyond. We at Laguna especially love how she took charge of Heart Word Heroes and helped make it such a successful program. She sees what needs to be done and doesn't wait to be asked. She jumps in and makes it happen.
- Yummy baked goods and keeping everyone well-fed! Her chocolate chip cookies and homemade food are legendary. She is an amazing cook and loves sharing that with the staff.
- Willing to step in, lend a hand, offer encouragement, and do whatever is needed to support both students and staff. Jenn notices the little things, remembers what matters to people, and has a way of making others feel seen and appreciated.

A quote from a student or fellow staff member about your Employee of the Year:

“Mrs. West is so sweet, I love how nice she is.” From Kaely

"Jenn is the kind of person who makes things better just by being willing to help. She gets things done, cares about everyone, and is always ready to jump in. We are so lucky to have her!" From Brandi DeVries

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

C-3	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Recognition of Volunteer of the Year

Submitted By: Dr. Kevin Stoltzfus Date: October 21, 2026

Will Be Presented By: Dr. Kevin Stoltzfus

Superintendent Dr. Kevin Stoltzfus will recognize Laguna Elementary School Volunteer of the Year, Grace Yelland.

Estimated Cost $ _____ ☒ See Additional Information Attached

Recommended Action:

☐ Approve ☐ Disapprove ☐ Table ☒ No Action Required

Division Head: _____ Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

FLOWING WELLS SCHOOLS

DISTRICT ADMINISTRATION CENTER

MEMORANDUM

TO: Dr. Kevin Stoltzfus
The Governing Board

FROM: Dr. Tamára McAllister

RE: **Laguna Elementary School**
Outstanding Volunteer of the Year – Grace Yelland

DATE: October 27, 2026

School Site: Laguna

Volunteer Name: Grace Yelland

Volunteer Role: Classroom Support

Number of Years of service: 2

Fun Fact about this Volunteer: Dr. Grace plays the oboe in two different concert bands here in Tucson and once won a contest for being able to play the longest note without taking a breath!

Top three contributions your Volunteer is known for:

- Empowering students to grow into stronger, more confident readers and lifelong learners.

- Demonstrating extraordinary patience, compassion, and encouragement that make a lasting impact on every student she supports.

- Generously sharing her time and talents to provide meaningful one-on-one support that helps students reach their full potential.

A quote from a recipient of this volunteer's services that expresses how much their work is valued:

"Thank you so much for helping me in 5th and 6th grade. I'm really sad that I have to leave next year, and I hope I could see you again when I'm older to tell you how much I succeeded because you helped me." From Michael

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

C-4	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Recognition of Teacher of the Year

Submitted By: Dr. Kevin Stoltzfus Date: October 21, 2026

Will Be Presented By: Dr. Kevin Stoltzfus

Superintendent Dr. Kevin Stoltzfus will recognize the Laguna Elementary School Teacher of the Year, Manny Thomas.

Estimated Cost $ _____ ☐ See Additional Information Attached

Recommended Action:

☐ Approve ☐ Disapprove ☐ Table ☒ No Action Required

Division Head: _____ Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

C-5
Agenda Item Number

October 27, 2026
Board Meeting Date

Item: Update on District Events and Activities

Submitted By: Dr. Kevin Stoltzfus Date: October 21, 2026

Will Be Presented By: Dr. Kevin Stoltzfus

Superintendent Dr. Kevin Stoltzfus will provide an update on Flowing Wells School District events and activities.

Estimated Cost $ _____ ☐ See Additional Information Attached

Recommended Action:

☐ Approve ☐ Disapprove ☐ Table ☒ No Action Required

Division Head: _____ Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

D	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Public Comments

Submitted By: Dr. Kevin Stoltzfus Date: October 21, 2026

Will Be Presented By: Dr. Kevin Stoltzfus

Flowing Wells School District welcomes public comment. As outlined in A.R.S. §38-431.02, no action will be taken on issues raised in Public Comments unless items are found on the agenda. Other than this, any response to public comments will be limited to directing staff to study the matter or scheduling the matter as a future agenda item.

Estimated Cost $ _____ ☐ See Additional Information Attached

Recommended Action:

☐ Approve ☐ Disapprove ☐ Table ☒ No Action Required

Division Head: _____ Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

E	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Consent Agenda for this Meeting

Submitted By: Dr. Kevin Stoltzfus Date: October 21, 2026

Will Be Presented By: Dr. Kevin Stoltzfus

Information for the Public:

Items of Board business that are addressed routinely at every meeting are presented as a Consent Agenda.

The Board may elect to take action on all items collectively in one motion or may individually consider any item(s) as separate agenda subjects for action.

Estimated Cost $ _____ ☒ See Additional Information Attached

Recommended Action:

☒ Approve ☐ Disapprove ☐ Table ☐ No Action Required

Division Head: _____ Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

E-1	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Approval of Agenda for this Meeting

Submitted By: Dr. Kevin Stoltzfus Date: October 22, 2026

Will Be Presented By: Dr. Kevin Stoltzfus

Request approval for adoption of the agenda for this meeting, October 27, 2026.

Estimated Cost $ _____ ☒ See Additional Information Attached

Recommended Action:

☒ Approve ☐ Disapprove ☐ Table ☐ No Action Required

Division Head: _____ Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

Flowing Wells Schools
Regular Agenda

6:00 PM **October 27, 2026**
Doors Open 30 Minutes Prior To Meeting

District Administration Center
1556 West Prince Road
Tucson, Arizona 85705

A. **Opening of Meeting**
   1. Call to Order
   2. Pledge of Allegiance

B. **Student Report**
   1. Report from Flowing Wells Junior High School Student Representatives
      a. Student representatives will provide a review of events and activities at Flowing Wells Junior High School in academics, sports, and other extracurricular programs.
   2. Report from Sentinel Peak High School and Flowing Wells Digital Campus Student Representatives
      a. Student representatives will provide a review of events and activities at Sentinel Peak High School and Flowing Wells Digital Campus in academics, sports, and other extracurricular programs.

C. **Superintendent's Report**
   1. Recognition of Building Blocks for Character Students
      a. Superintendent Dr. Kevin Stoltzfus will recognize the October Building Blocks for Character Student from each school.
   2. Recognition of Employee of the Year
      a. Superintendent Dr. Kevin Stoltzfus will recognize the Laguna Elementary School Employee of the Year, Jennifer West.
   3. Recognition of Outstanding Volunteer of the Year
      a. Superintendent Dr. Kevin Stoltzfus will recognize the Laguna Elementary Outstanding Volunteer of the Year, Grace Yelland.
   4. Recognition of Teacher of the Year
      a. Superintendent Dr. Kevin Stoltzfus will recognize the Flowing Wells Junior High School Teacher of the Year, Manny Thomas.
   5. Update on District Events and Activities
      a. Superintendent Dr. Kevin Stoltzfus will provide an update on Flowing Wells School District Events and Activities.

BREAK- The brief break provides an opportunity for families and friends to leave the meeting.

Names, dates and documents relevant to the agenda items are available on the District's website or at the Superintendent's office during normal business hours.

D. **Public Comments**

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E. **Consent Agenda**

These items of Board business that are addressed routinely at every meeting are presented as a Consent Agenda. The Board may elect to take action on all items collectively in one motion or may individually consider any item(s) as separate agenda subjects for action.

1. Approval of Agenda for this Meeting
    a. Request approval for the adoption of the agenda for this meeting, October 27, 2026.
2. Approval of Minutes of Governing Board Meetings
    a. The following Governing Board meeting minutes are presented for Governing Board approval: October 13, 2026 (Open Session Minutes and Executive Session Minutes).
3. Approval of District Expense and Payroll Vouchers
    a. Expense and payroll vouchers are presented for Board approval: Expense vouchers # 7218-27 - 7221-27 and 7159-26 and Payroll voucher #2808 $1,925,891.42.
4. Approval of Requests for Use of District Facilities
    a. None for this meeting.
5. Approval of Requests for Open Enrollment
    a. Requests for open enrollment students are submitted for approval.
6. Approval of Requests for Student Trips
    a. Student trip requests are submitted for approval.
7. Approval of Requests for Staff Travel
    a. Staff travel requests are submitted for approval.
8. Approval of Personnel Actions
    a. Personnel Actions are submitted for approval.
9. Acceptance of Gifts and Donations
    a. None for this meeting.
10. Review of District Financial Statements.
    a. None for this meeting.
11. Approval of Asset Retirement and Disposals
    a. None for this meeting.

F. **New Business**

1. Information and Discussion regarding District Marketing Strategies
    a. District administration presents for review a summary of our social media marketing strategies and outcomes, including paid advertisements on social media platforms.
2. Information and Discussion regarding Open Enrollment Trends
    a. District administration provides information for review and discussion regarding open enrollment for the current year in comparison to the prior three years.

3. Information and Discussion regarding Proposed Policy Revisions
    a. District administration presents for review proposed policy revisions, with no action to be taken at this meeting. Nearly all policies under review derive from Section G of the Policy Manual, related to Personnel. The attached document summarizes the revisions, and the accompanying policy drafts include strike-through text to indicate deletions and underlined text to indicate additions. The revisions would not result in substantive changes to existing policies, but would yield changes to policy titles and reference letters due to the consolidation of multiple related policies and the elimination of redundant policies. For example, the current policies in Section G often have parallel versions for certified/professional staff and for classified staff; the revisions under review would consolidate parallel policies into a single policy for all staff.

G. **Executive Session**
1. In accordance with A.R.S. §38-431.03.A.1, an Executive Session may be called for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining, termination, or resignation of a public officer or district employees; concerning preliminary notices of inadequacy of classroom performance.

H. **Adjourn**

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

E-2	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Approval of Minutes of Governing Board Meetings

Submitted By: Dr. Kevin Stoltzfus Date: October 21, 2026

Will Be Presented By: Dr. Kevin Stoltzfus

The following Governing Board meeting minutes are presented for Governing Board approval: October 13, 2026 (Open Session Minutes and Executive Session Minutes).

Estimated Cost $ _____ ☒ See Additional Information Attached

Recommended Action:

☒ Approve ☐ Disapprove ☐ Table ☐ No Action Required

Division Head: _____ Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

Flowing Wells Unified School District
Governing Board Meeting Minutes

6:00 p.m. **October 13, 2026**

District Administration Center
1556 West Prince Road
Tucson, Arizona 85705

Attendance

Governing Board Members:	Administrative Personnel:
Kevin Daily, President	Dr. Kevin Stoltzfus, Superintendent
Wendy Effing, Clerk	Dr. Tabetha Finchum, Associate Superintendent
Brianna Hamilton	Dr. Tamára McAllister, Assistant Superintendent
Stephanie Miller	Ms. Monique Mata, Chief Financial Officer
Arlene Ochoa	

3 additional staff members and guests were in attendance.

A. Opening of Meeting

A-1. Governing Board President Kevin Daily called the meeting to order at 6:00 PM.

A-2. The Pledge of Allegiance was observed.

B. Superintendent's Report

B-1. Update on District Events and Activities
Superintendent Dr. Kevin Stoltzfus provided an update on the following current district events and activities:

- Memorial for Mary Holloway on October 15;
- Re-Opening of Jacobs Park on October 15;
- FWEF Poker Tournament on October 17;
- ASBA County Meeting on October 22;
- Renovations for Governing Board Room during December 21-January 1;
- Miss Miller's first board meeting without Mrs. Alden.

C. Public Comments

Cary Kelly, Flowing Wells High School English teacher and FWEA President, spoke about the agenda item regarding Prop 301, sharing that FWEA is in support of the changes. Mr. Kelly expressed that Prop 301 continues to be a complicated piece of evaluation and compensation policy. FWEA supported Amphi Education Association, knocking on doors for their two recommended candidates. Mr. Kelly met with Dr. Teresa Leyba Ruiz, and talked with her about Health Care.

D. Consent Agenda

The following items were reviewed and approved as recommended with one motion.
Motion by Effing; second by Ochoa; 5 ayes; motion carried.

D-1. Approval of Agenda for this Meeting
Approved October 13, 2026 meeting agenda.

D-2. Approval of Minutes of Governing Board Meeting
Approved minutes of the Governing Board meeting: September 22, 2026 (Open Session Minutes and Study Session Minutes).

D-3. Approval of District Expense and Payroll Vouchers
Approved as recommended expense vouchers #7214-27, 7216-27 and payroll voucher # 2806-2807.

D-4. Approval of Requests for Use of District Facilities
There were no requests for this meeting.

D-5. Approval of Requests for Open Enrollment
There were no requests for this meeting.

D-6. Approval of Requests for Student Trips
There were no requests for this meeting.

D-7. Approval of Requests for Staff Travel
Approved as recommended for staff requests to travel.

D-8. Approval of Personnel Actions
Approved as recommended for personnel actions.

D-9. Acceptance of Gifts and Donations
Accepted as recommended gifts and donations in the amount of $906.44 for the period of September 1-30, 2026.

D-10. Review of District Financial Statements
Reviewed Student Activity Balance Sheets and Auxiliary Operations Year-to-Date Budget Reports as of October 05, 2026.

D-11. Approval of Asset Retirement and Disposals
Approved as recommended of asset retirement and disposals.

E. Business and Finance

E-1. Recommend Approval of Fiscal Year 2025-2026 Annual Financial Report and School Level Reporting Form

Approved as recommended of Fiscal Year 2025-2026 Annual Financial Report and School Level Reporting Form.

Superintendent Dr. Kevin Stoltzfus pointed out the incredible work and time that Ms. Mata put into completing the form. Ms. Mata's next step will be to submit the work to the Department of Education this week.

Board President Kevin Daily stated how much he appreciates what Ms. Mata goes through.

Board Member Stephanie Miller thanked Ms. Mata for doing such a wonderful job and stated that it helps reinforce the community's trust in the Flowing Wells district.

Motion by Effing; second by Ochoa; 5 ayes; motion carried.

E-2. Recommend Approval of FY2027 Amendment to IGA with Arizona Department of Economic Security for Transition from School to Work Program

Approved as recommended of FY2027 amendment to IGA with Arizona Department of Economic Security for Transition from School to Work Program. *Superintendent Dr. Kevin Stoltzfus gave an overview of the amendment for the IGA. Department of Economic Security makes incremental increases to the budgetary threshold. This year is an increase of $17,000; this funding helps FWHS students with disabilities learn skills to enter the work force. The grant pays for salaries and benefits for five employees: one entirely and the other four partially. About $6,000 goes towards supplies/materials.*

Motion by Miller; second by Hamilton; 5 ayes; motion carried.

E-3. Recommend Approval to Purchase 15 Additional Teacher Laptops

Approved as recommended to Purchase 15 Additional Teacher Laptops. *Superintendent Dr. Kevin Stoltzfus stated that this was a continuation of request from over the summer to purchase teacher laptops. The District miscounted and missed some of the Intensive Resources classrooms. Purchase is with Dell, so it adds to the original $100,000 threshold of needing Board approval.*

Motion by Miller; second by Ochoa; 5 ayes; motion carried.

E-4. Recommend Approval to Contract for a School Psychologist through Amergis Healthcare Staffing, Inc. for the Duration of Fiscal Year 2026-2027.

Approved as recommended to contract for a School Psychologist through Amergis Healthcare Staffing, Inc. for the Duration of Fiscal Year 2026-2027.

Superintendent Dr. Kevin Stoltzfus stated that it is a net neutral request. The District previously contracted with different staffing agencies for two school psychologists. One of the psychologists has resigned. Ms. Camacho has identified a new Psychologist with Amergis, and because it goes over the $100,000 threshold, board approval is needed.

Motion by Effing; second by Hamilton; 5 ayes; motion carried.

F. New Business

F-1. Recommend Approval of Revisions to Proposition 301 Performance Pay Plan for 2026-2027

Approved as recommended of Revisions to Proposition 301 Performance Pay Plan for 2026-2027.

Assistant Superintendent Dr. Tamára McAllister provided an overview of the process to review the proposition 301 Performance Pay Plan. The committee suggested revisions to the elementary site goals due to the challenges with the assessment in recent years. The revisions entail shifting to measurements of student growth in mathematics from a pre-test to a post-test.

Board Member Stephanie Miller asked for clarification about the ongoing use of DAP testing. Dr. McAllister clarified that the District will continue to conduct DAP testing but might change platforms. She added that teachers have DAP days where they gather as a grade level team to analyze the data and make some decisions about the interventions that the students might need.

Motion by Miller; second by Hamilton; 5 ayes; motion carried.

F-2. Information and Discussion regarding October 1 Enrollment Trends

Assistant Superintendent Dr. Tamára McAllister presented information on the enrollment trends. District enrollment is nearly unchanged between the 2 reporting dates, which are the 10th day and the October 1 day. There is a total overall change of negative 7 students. The preschool has gained 8 students since the 10th day, likely due to some strategic marketing from KaiAnn Stamp and Patricia Gutierrez.

Board President Kevin Daily stated that he likes these numbers better, compared to last year.

Superintendent Dr. Kevin Stoltzfus stated elementary and junior high enrollment is about where we forecasted. Flowing Wells High School was down about 100 students from what was forecasted, largely in the freshman class.

G. Executive Session

G-1. Motion was made at 6:31 p.m. for the following Executive Session to be held:

In accordance with A.R.S. §38-431.03.A.3 & 4, an Executive Session may be called for discussion or consultation for legal advice with the attorney or attorneys of the public body; and for discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation; regarding FY2027-2028 intergovernmental agreement with Pima JTED.

Motion by Hamilton; second by Effing; 5 ayes; motion carried.

H. Adjourn

Meeting was adjourned at 7:23 p.m.

Motion by Effing; second by Ochoa; 5 ayes; motion carried.

Signatures:

Kevin Daily, President	Wendy Effing, Clerk
Brianna Hamilton	Stephanie Miller
Arlene Ochoa	

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

E-3	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Approval of District Expense and Payroll Vouchers

Submitted By: Patricia Forgach/Monique Mata Date: October 21, 2026

Will Be Presented By: Dr. Kevin Stoltzfus/ Monique Mata

Sign vouchers for upcoming check batches (to be reviewed at next Board Meeting).

Expense Vouchers . . . . . None

The following Expense and Payroll vouchers are presented for Board Approval.

Expense Voucher 7218-27 $ 90,909.06
Expense Voucher 7219-27 $ 2,343,436.71
Expense Voucher 7220-27 $ 344,506.64
Expense Voucher 7221-27 $ 253,374.40
Expense Voucher 7159-26 $ 337,758.48

Payroll Voucher 2808 $1,925,891.42

Estimated Cost $ _____ ☒ See Additional Information Attached

Recommended Action:

☒ Approve ☐ Disapprove ☐ Table ☐ No Action Required

Division Head: Monique Mata Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

10/7/2026

VOUCHER #7218-27

NINETY THOUSAND NINE HUNDRED NINE DOLLARS & 06/100	$90,909.06

0010		$12,057.62
	FEDERAL AND STATE PROJECTS	
1127	2027 TITLE I	$34.50
1657	2027 21ST CENTURY LAGNA/JH	$709.04
1667	2027 21ST CENTURY YR3 CENT/DAV	$90.90
	OTHER	
5100	FOOD SERVICE	$69,830.42
5112	FS FRESH FRUITS/VEGETABLE P2	$3,152.01
5150	CIVIC CENTER	$951.94
5300	GIFTS AND DONATIONS	$2,424.82
5960	CTED	$282.52
6100	UNRESTRICTED CAPITAL OUTLAY	$1,375.29

10/8/2026

VOUCHER #7219-27

TWO MILLION THREE HUNDRED FORTY THREE THOUSAND FOUR HUNDRED THIRTY SIX DOLLARS & 71/100	$2,343,436.71

0010		$83,181.93
	FEDERAL AND STATE PROJECTS	
1917	2027 TITLE III	$1,734.74
3740	E RATE	$407.68
3482	PIMA EARLY EDUCATION PROGRAM	$538.33
4027	2027 CTE PRIORITY	$585.00
	OTHER	
5960	CTED	$5,877.68
6100	UNRESTRICED CAPITAL OUTLAY	$47,678.33
6350	BOND PROCEEDS 2025	$531,037.53
6910	BUILDING RENEWAL GRANTS	$1,653,164.43
9500	WAREHOUSE	$19,231.06

10/14/2026

VOUCHER #7220-27

THREE HUNDRED FORTY FOUR THOUSAND FIVE HUNDRED SIX DOLLARS & 64/100	$344,506.64

0010		$201,666.21
	FEDERAL AND STATE PROJECTS	
2910	MEDICAID PUBLIC SCHOOL DSC	$95.36
3740	E RATE	$547.85
	OTHER	
5100	FOOD SERVICE	$139.58
5200	COMMUNITY SERVICE-STAFF DEV	$81.89
5960	CTED	$11,506.08
6100	UNRESTRICTED CAPITAL OUTLAY	$44,611.59
6350	BOND PROCEEDS 2025	$85,599.64
9500	WAREHOUSE	$258.44

10/14/2026

VOUCHER #7221-27

TWO HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS & 40/100		$253,374.40
0010		$15,199.49
	FEDERAL AND STATE PROJECTS	
1127	2027 TITLE I	$99.00
1667	2027 21ST CENTURY YR3 CENT/DAV	$100.30
2827	ED. FOR HOMELESS CHLDRN & YTH	$2,197.09
	OTHER	
5100	FOOD SERVICE	$204,890.67
5112	FS FRESH FRUITS/VEGETABLE P2	$1,681.95
5150	CIVIC CENTER	$1,475.00
5300	GIFTS AND DONATIONS	$3,184.80
5960	CTED	$21,007.88
6100	UNRESTRICTED CAPITAL OUTLAY	$3,538.22

2808

10/14/2026

One Million Nine Hundred Twenty Five Thousand Eight Hundred Ninety One Dollars and Forty Two Cents 1,925,891.42

9/27/2026 10/10/2026

00100	Regular Ed Programs	1,434,428.53
	301 FUNDS	
0100	Regular Education	
01100	301 Base Pay	142,104.06
01300	Prop 301 Menu	9,934.50
	FEDERAL AND STATE PROJECTS	
02000	Prop 202	7,135.43
05020	Pima Early Education Program	
05040	STEMAZING Teacher Leader Pro	299.08
07100	SEI Structured English ELD	4,920.09
1127	2027 TITLE I	83,059.95
1657	Regular Education	8,078.24
1667	21st Century Cont	6,465.23
1687	21st Century Cont	3,473.81
1917	TITLE III- Bilingual Education	1,688.44
2227	Special Education	55,894.43
2247	Special Education	1,352.23
2627	JTED	4,182.26
2827	Regular Education	277.53
29000	Medicaid Reimbursement	23,722.46
29100	Medicaid Special Education Admin	10,697.62
31000	JROTC Instruction	3,697.39
3417	Special Education	7,379.32
3507	2017 CDBG	2,716.36
3557	Community Services	2,629.01
38420	Pima Early Education Program	22,882.86
4570	Bilingual Education	6,423.59
4627	FTF Pre-K Scholarship	6,416.34
4687	Early Literacy Grant [2026]	6,567.74
	OTHER	
51000	Food Service	2,317.81
5150	Civic Center	-
52000	Community Services	29,544.70
53000	G&D PDG FY20	2,051.35
53100	Family Resource District	75.63
57000	Indirect Cost	24,152.64
59600	JTED	11,322.79

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

E-5	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Approval of Requests for Open Enrollment

Submitted By: Barbara Elston-Pérez/Dr. Tamára McAllister Date: October 21, 2026

Will Be Presented By: Dr. Kevin Stoltzfus/ Dr. Tamára McAllister

Requests for open enrollment students are submitted for approval.

Estimated Cost $ _____ ☒ See Additional Information Attached

Recommended Action:

☒ Approve ☐ Disapprove ☐ Table ☐ No Action Required

Division Head: Tamára McAllister Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

FLOWING WELLS SCHOOL DISTRICT

Requests for Admission as Non-Resident Students

October 27, 2026

Recommend approval for the following requests:

I. Wish to Attend Flowing Wells Schools

A. Accept Under Open Enrollment (Exchange)
31 Students

B. Accept Under Open Enrollment with Conditions (Conditional)
65 Students

C. Denial
8 Students

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

E-6	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Approval of Request for Student Trips

Submitted By: Karen Gusk/Monique Mata Date: October 22, 2026

Will Be Presented By: Dr. Kevin Stoltzfus/Monique Mata

Student trip requests are submitted for approval.

Estimated Cost $ _____ ☒ See Additional Information Attached

Recommended Action:

☒ Approve ☐ Disapprove ☐ Table ☐ No Action Required

Division Head: Monique Mata Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

FLOWING WELLS SCHOOL DISTRICT

OVERNIGHT/OUT OF STATE TRIP REQUEST FORM

This form is designed to provide the basis for Board consideration and should be submitted ***AT LEAST 30 DAYS PRIOR TO THE PROPOSED DEPARTURE DATE or BEFORE ANY FUNDRAISING OR FEE COLLECTION IS DONE.*** Additional information regarding this trip should be submitted to your building principal according to established procedures. A representative shall be present at the Board meeting where this matter is considered in order to answer questions and provide any subsequent information. Upon approval of the request, please submit a Pupil Transportation Request Form, if applicable.

SCHOOL: Flowing Wells High School DATE OF REQUEST: 10/06/2026

NAME OF GROUP: N/A - Sky School SPONSOR: Isabella Olin and Cody Young

PURPOSE OF TRIP: Applying astronomical, biological and ecological knowledge in the field

OF STUDENTS PARTICIPATING: 35 DESTINATION(S): _____

DEPARTURE DATE & TIME: 04/27/27 8am ESTIMATED TIME OF ARRIVAL: 04/27/27 10:30am

RETURN DEPARTURE DATE & TIME: 04/30/27 10am ESTIMATED TIME OF RETURN: 04/30/27

PRELIMINARY ROOM ASSIGNMENTS FOR STUDENTS, COACHES, AND CHAPERONES:
(Attach a list if necessary)

Separate dorm buildings are available for men and women respectively. Eight rooms are available in each; with each room housing four people. Each building is equipped with separate bathroom, shower, and kitchen facilities.
dorm

Attach all trip protocols including dining & bed check, curfew times, and other pertinent supervisory procedures.

TOTAL NUMBER OF SCHOOL EMPLOYEES SERVING AS CHAPERONE AND LIST THEIR NAMES:
(Attach a list if necessary)

4o Isabella Olin, Cody Young, Molly Trainor, Ethan Burch

NAMES OF NON-SCHOOL PEOPLE SERVING AS CHAPERONE:
(Attach a list if necessary)

_____

COST PAID BY EACH STUDENT: $20 OTHER SOURCE: Gifts & Donations: 10282

TRANSPORTATION: (please check)

- ✓ District Bus
- _____ District Van
- _____ District Car
- _____ Private Vehicle
- _____ Other (explain) _____

PROCUREMENT COMPLIANCE: Prior approval by the Director of Business and Finance is required for procurement compliance. Please attach itemized expenditure list by type and/or vendor including total cost and quotations obtained. Please note that expenditures over $100,000 per vendor require a formal bid/RFP, which could take up to 2 months.

OVERNIGHT/OUT OF STATE TRIP REQUEST FORM – page 2

EMERGENCY CONTACTS:
(List telephone numbers & lodging locations, as well as cell phone numbers if available)

1. Cody Young (480) 466-8357
2. Isabella Olin (928) 926-9206
3. David Austin (301) 665-8029
   Ky school contact

Attach trip itinerary to include departure times and schedule of events for each day of the activity. Be specific about lodging and the location of meals. It is recognized that some details of the itinerary may change and that those changes will be submitted in writing for approval prior to departure. ***THE FINAL ITINERARY MUST BE STRICTLY ADHERED TO.***

Signature of Person Making Request — Date: 10/08/2026

Signature of Principal (approval) — Date: 10/8/26

Signature of Chief Financial Officer (approval) — Date: 10/20/26

BOARD ACTION:

APPROVED: _____ DISAPPROVED: _____ DATE: _____

Signature of Transportation Director — Date

Overnight Field Trip Budget

Purpose of Trip: Applying astronomical, biological, and ecological knowledge in the field

Dates: 04/27/27 - 04/30/27

Number of Students 35

Number of Adults 4

Cost per Person

Total Cost of Trip $13,650

List Vendors and Totals by Vendor

#	Vendor	Total	Procurement Type: Verbal, Written, Bid or State/SAVE Contract	Copies Attached: Y or N
1	VA Sky School	$13,650	written	Y
2				
3				
4				
5				
	Total			

Funding Source:

#	Fund	Amount
1	10282	$13,650
2		
3		
	Total	$13,650

Procurement Requirements:

$10,000 - $50,000 cumulative total (all district expenditures) to a vendor requires three verbal quotes.
$50,000 - $100,000 cumulative total (all district expenditures) to a vendor requires three written quotes.
$100,000 & above requires formal Bids/RFPs (Contact the Business Office).
Sole Source determinations must be approved by the Business Office.
State/SAVE Contracts requires due diligence - contact Business Office.
Business Office will assist with the budget and procurement. Please contact Stacy Trueblood or Mark Vannatta.

Approval Process:

1 - School Administration Approval
2 - Business Office Procurement Approval
3 - Board Approval
4 - Complete required purchase orders prior to securing reservations

THE UNIVERSITY OF ARIZONA
SKY SCHOOL

Projected Itinerary

Flagship Research Program

UArizona Sky Center
9800 E Ski Run Rd
Mt Lemmon, AZ 85619
Maps and Directions: Mt. Lemmon SkyCenter Observatory

School:	Flowing Wells High School
Program Dates:	April 27 - April 30, 2027
Teacher Contact:	Cody.young@fwusd.org isabella.olin@fwusd.org
Students:	35 (high school)
Chaperones:	~~TBD~~ Cody Young, Isabella Olin, Molly Trainor, Ethan Burch
Notes:	

Sky School Team:
David Austin
Outreach Education Manager
davidaustin@arizona.edu
Cell: 301-665-8029

Instructors:

- Sam Nasreldine – PhD Student, Applied Mathematics
- Alexander Ederer – PhD Student, Environmental Science
- Anna Taylor – PhD Student, Planetary Sciences
- Anu Sethuraman – PhD Student, Environmental Science
- Brian Hsu – PhD Student, Astronomy
- Gowri Somasekhar – PhD Student, Neuroscience

Instructor bios can be found here: https://skyschool.arizona.edu/contactour-team

Note: *Sky School reserves the right to make changes to the itinerary, and in some cases may have a responsibility to do so. Activities, sequence, and topics covered may vary depending on weather, timing, or other factors related to program delivery.*

Meals:

	Day 1	Days 2-3	Day 4
Breakfast	N/A	Provided	Provided
Lunch	Students bring	Provided	N/A
Dinner	Provided	Provided	N/A

DAY 1 - Tuesday

Arrival and Check-in (Dorms)	
Begins: 10:00	Ends: 10:30
☐ Welcome, orientation and expectations (15 minutes) ☐ Check-in and unpack	

Mid-Morning (Learning Center)	
Begins: 10:30	Ends: 2:00
☐ Observatory Tour (30 minutes) ☐ Meadow Loop Trail (90 minutes) ☐ Team building ☐ Sense of Place activity ☐ Begin investigation ☐ Lunch (bring packed lunches) ☐ Predatory-Prey Game (60 minutes) ☐ Reflection and discussion (15 minutes) ☐ Break (15 minutes)	

Afternoon (Learning Center)	
Begins: 2:00	Ends: 5:00
☐ Assign inquiry groups (5 minutes) ☐ Field Research Skill Building (120 minutes) ☐ Snack (20 minutes) ☐ Mandatory rest in dorms (60 minutes)	

Evening (Learning Center or Gym)	
Begins: 6:00	Ends: 10:00
☐ Sunset Viewing (Time:_____) ☐ Dinner (6:00PM) ☐ Evening activities ☐ Return to dorms ☐ Lights out (10:00PM)	

THE UNIVERSITY OF ARIZONA
SKY SCHOOL

DAY 2 - Wednesday

Early Morning (Learning Center)	
Begins: 7:30	Ends: 10:00

- ☐ Dorm clean-up (30 minutes)
- ☐ Breakfast (8:00AM)
- ☐ Orientation and expectations (15 minutes)
- ☐ Instructor Research Presentations
- ☐ Science is Everywhere Skit (20 minutes)

Mid-Morning (Meadow Loop Trail)	
Begins: 10:00	Ends: 12:30

- ☐ Continue investigation (90 minutes)
- ☐ Lunch (30 minutes)
- ☐ Reflection and Discussion (20 minutes)

Afternoon (Learning Center)	
Begins: 12:30	Ends: 6:00

- ☐ Continue investigation (120 minutes)
- ☐ Snack (3:00PM)
- ☐ Continue investigation (90 minutes)
- ☐ Mandatory rest in dorms (60 minutes)

Evening (Learning Center or Gym)	
Begins: 6:00	Ends: 10:00

- ☐ Dinner (6:00PM)
- ☐ Instructor Research Presentations
- ☐ Evening activities
- ☐ Return to dorms
- ☐ Lights out (10:00PM)

DAY 3 - Thursday

Early Morning (Learning Center)	
Begins: 7:30	Ends: 10:00

- ☐ Dorm clean-up (30 minutes)
- ☐ Breakfast (8:00AM)
- ☐ Orientation and expectations (15 minutes)
- ☐ Instructor Research Presentations
- ☐ Research Presentation Skit and Critique (45 minutes)
- ☐ Pack lunches/games (30 minutes)

Mid-Morning (Meadow Loop Trail)	
Begins: 10:00	Ends: 12:30

- ☐ Continue investigation (90 minutes)
- ☐ Lunch (30 minutes)
- ☐ Reflection and Discussion (20 minutes)

Afternoon (Learning Center)	
Begins: 12:30	Ends: 6:00

- ☐ Continue investigation (120 minutes)
- ☐ Snack (3:00PM)
- ☐ Data analysis and results (60 minutes)
- ☐ Posters and presentation prep (60 minutes)
- ☐ Mandatory rest in dorms (60 minutes)

Evening (Learning Center or Gym)	
Begins: 6:00	Ends: 10:00

- ☐ Dinner (6:00PM)
- ☐ Instructor Research Presentations
- ☐ Student Research Symposium
- ☐ Return to dorms
- ☐ Lights out (10:00PM)

DAY 4 - Friday

Early Morning	
Begins: 8:00	Ends: 10:00

- ☐ Clean dorms and pack (see checklist)
- ☐ Breakfast (8:00AM)
- ☐ Ask an instructor
- ☐ Closing reflection (9:30AM)
- ☐ Depart (10:00AM)



THE UNIVERSITY OF ARIZONA
SKY SCHOOL

Dorms

Please follow these guidelines during your visit:

- **Guests should bring their own sheets or sleeping bag as well as a pillow.** The SkyCenter has a very limited supply of linens and cannot provide for the entire group.
- Use the buddy system around campus and always let an adult know where you are going.
- No boys in girls dorms or girls in boys dorms, unless with a chaperone or staff member.
- Students must be accompanied by a chaperone or staff member in the dorms.
- Keep all doors closed after entering or leaving buildings (critters will get in).
- Be gentle on the plumbing (old pipes) and let someone know right away of any problems.
- Keep food in the kitchen area in the dorms. Food and crumbs in dorm rooms will attract animals.
- Turn the thermostat on in your room no higher than 65 degrees.
- Conserve water! The water from the sinks is spring water and good to drink. **Showers are only allowed on multi-night trips (one per student, per trip).**
- If you get hurt, let a staff member know immediately so we can administer whatever care is necessary.
- Be respectful of the site resident's house and yard area, as well as other staff and researchers—no trespassing and no loud noises.

Sky School checklist for departure:

- ☐ All belongings are removed—check all rooms (even if not assigned to someone on that trip), bathroom, shower room, kitchen, common area.
- ☐ All lights and thermostats are turned off—check every room (Kitchen/common room thermostats can be set to low). Leave bedroom doors **open** for ventilation.
- ☐ Linens are in decent order—each bed has a mattress pad and pillow, blankets are folded up, any used sheets or pillowcases are placed in dirty laundry bin.
- ☐ Full trash bags are tied up and put in the entry way, new garbage bags are put in baskets.
- ☐ Kitchen is in good order—any used dishes are cleaned and put away, all food is removed from the fridge.
- ☐ Bathrooms are in good order—dispose of any paper towel or TP on the floor, check that toilets are not clogged, refill TP as needed, sinks are off.
- ☐ All windows are closed and latched—bedrooms, hallways, kitchen/common areas.
- ☐ All bedroom doors are open for ventilation.
- ☐ All building doors are locked—do a final check from the outside.

Quote

UA Science
SKY SCHOOL
Steward Observatory

Quote Date: September 22nd, 2026

Group: Flowing Wells High School
Contact: Ashley Hayes
Email: Ashley-Marie.Hayes@fwusd.org

Program: Flagship Research Program
Program Date: April 27th - 30th, 2027

Description	Cost per Student	Expected # of Participants	Amount
4 Day and 3 Overnight	$390	35	$13,650
Chaperones	Free at 8:1 Ratio	4	$0
Additional Chaperones	$195	-	-
Total Amount Due			**$13,650**

Program Information:

- For schools and districts that require a purchase order to serve as the procurement contract, Sky School must have a purchase order on file prior to the start of your program.
    - Make check payable: University of Arizona Sky School
    - New Mailing address
        - 933 N. Cherry Ave., N205F, Tucson, Arizona 85721
- The base fee for your program is 20 paid participants, even if the number who attend is less than 20.
- Chaperones attend free at an 8:1 student to chaperone ratio, above which chaperones pay half of the student cost.
- The number of participants attending will be confirmed one week in advance of your trip, after which there will be no reductions in the cost of your program; no refunds are given after this point for participants who do not attend. Participants may be added with notice to Sky School in advance of your trip.
- **Final payment for programs due 14 calendar days after the final day of your program: May 14, 2027.**

Contact Information:
Associate Director: Dave Austin, davidaustin@arizona.edu 520-621-3222
Administrative: Cathi Duncan, Sky School cduncanf@arizona.edu 520-621-3120

IMC NAME_____ REF#_____

DATE_____

FLOWING WELLS PUBLIC SCHOOLS
PUPIL TRANSPORTATION REQUEST
(Educational Field Trips, Athletics, Special Trips, Etc.)

School: Flowing Wells High School Today's Date: 10/08/2026

INSTRUCTIONS: This form is to be completed in triplicate and signed by the Requester and Principal. A **Purchase Order** must be issued by the Business Office **BEFORE** the request can be sent to the Transportation Office for vehicle assignment. The completed Pupil Transportation Request should be submitted **at least 2 weeks** prior to the date of any trip.

DATE TRANSPORTATION NEEDED: 04/27/2027 DATE RETURNING: 04/30/2027

LOAD TIME: 7:30 (AM) (PM) DEPART TIME: 8:00Am

RETURN LOAD TIME: 10:00 (AM) (PM) ARRIVAL BACK AT SCHOOL: ≈12:00pm

NUMBER OF PUPILS: 35 NUMBER OF CHAPERONES 4 GRADE LEVEL: 9-12

TYPE AND NUMBER OF VEHICLES REQUESTED:

____ MINI VAN (7 PASSENGER) ✓ BUS (56/84 PASSENGER)

____ VAN (10 PASSENGER) ____ W/C BUS (2 w/c + 24 PASSENGER)

PLACE FOR PICKING UP STUDENTS AT THE SCHOOL (IF BUS IS REQUESTED): Bus bay by athletics at Flowing Wells High School

DESTINATION #1: Mt. Lemmon Sky School (NAME) 9800 E Sky Ranch Road, Mt. Lemmon, AZ 85619 (ADDRESS)

ADDITIONAL STOPS: (I.e. PARK, MEALS, ETC.) Restroom stop about halfway up Mt. Lemmon

PURPOSE OF TRIP: Apply astronomical, biological, and ecological knowledge in the field, using the Sky Islands as a phenomena

Cody Young (PERSON MAKING REQUEST) (APPROVAL) PRINCIPAL (APPROVAL) TRANSPORTATION DIRECTOR

PLEASE PRINT NAME AND PHONE #: Cody Young (480)466-8357

ACCOUNT NAME: Gifts & Donations: 10282 PO NUMBER: _____

DISTRICT USE ONLY:

MILEAGE CHARGE 55x4=220x3.00 $ 660.00

ESTIMATED DRIVER CHARGE $ _____

ESTIMATED TOTAL CHARGES $ _____

ACCOUNT CHARGED $ 660.00

COPY 1: TRANSPORTATION * COPY 2: BUSINESS OFFICE * COPY 3: SCHOOL COPY

REVISED: 1/2012 * Please press firmly, you are making 3 copies* 9-FW30170

FLOWING WELLS SCHOOL DISTRICT

OVERNIGHT/OUT OF STATE
TRIP REQUEST FORM

This form is designed to provide the basis for Board consideration and should be submitted ***AT LEAST 30 DAYS PRIOR TO THE PROPOSED DEPARTURE DATE or BEFORE ANY FUNDRAISING OR FEE COLLECTION IS DONE.*** Additional information regarding this trip should be submitted to your building principal according to established procedures. A representative shall be present at the Board meeting where this matter is considered in order to answer questions and provide any subsequent information. Upon approval of the request, please submit a Pupil Transportation Request Form, if applicable.

SCHOOL: Laguna Elementary DATE OF REQUEST: 10/1/2026

NAME OF GROUP: 6th grade SPONSOR: Rosa Amarillas

PURPOSE OF TRIP: to learn about the Grand Canyon's history and ecosystem

OF STUDENTS PARTICIPATING: 43 DESTINATION(S): Williams, Page, Sedona Arizona

DEPARTURE DATE & TIME: May 6 2:00am ESTIMATED TIME OF ARRIVAL: 7:30am

RETURN DEPARTURE DATE & TIME: May 7 6:30pm ESTIMATED TIME OF RETURN: 11:00pm

PRELIMINARY ROOM ASSIGNMENTS FOR STUDENTS, COACHES, AND CHAPERONES:
(Attach a list if necessary)

4 students per room
2 chaperone's per room

Attach all trip protocols including dining & bed check, curfew times, and other pertinent supervisory procedures.

TOTAL NUMBER OF SCHOOL EMPLOYEES SERVING AS CHAPERONE AND LIST THEIR NAMES:
(Attach a list if necessary)

8 chaperones

NAMES OF NON-SCHOOL PEOPLE SERVING AS CHAPERONE:
(Attach a list if necessary)

none

COST PAID BY EACH STUDENT: $400 OTHER SOURCE: _____

TRANSPORTATION: (please check)

_____ District Bus
__ __ District Van
__ __ District Car
__ __ Private Vehicle
__X__ Other (explain) Charter Bus

PROCUREMENT COMPLIANCE: Prior approval by the Director of Business and Finance is required for procurement compliance. Please attach itemized expenditure list by type and/or vendor including total cost and quotations obtained. Please note that expenditures over $100,000 per vendor require a formal bid/RFP, which could take up to 2 months.

EMERGENCY CONTACTS:
(List telephone numbers & lodging locations, as well as cell phone numbers if available)

1. Rosa Amarillas (6th grade teacher) 520-549-9011
2. Sarah Surratt (6th grade teacher) 520-979-2342
3. Alan Schmidt (principal) 520-775-0588

Attach trip itinerary to include departure times and schedule of events for each day of the activity. Be specific about lodging and the location of meals. It is recognized that some details of the itinerary may change and that those changes will be submitted in writing for approval prior to departure. ***THE FINAL ITINERARY MUST BE STRICTLY ADHERED TO.***

Rosa Amarillas — Signature of Person Making Request — 10/1/2026 — Date

Signature of Principal (approval) — 10/9/2026 — Date

M. Mata — Signature of Chief Financial Officer (approval) — 10/22/24 — Date

BOARD ACTION:

APPROVED: _____ DISAPPROVED: _____ DATE: _____

Signature of Transportation Director — Date

Overnight Field Trip Budget

Purpose of Trip: to learn about Grand Canyon's history and ecosystem

Dates: Thursday, May 6 and Friday, May 7

Number of Students 42

Number of Adults 8

Cost per Person $501.45

Total Cost of Trip $21,061.00

List Vendors and Totals by Vendor

#	Vendor	Total	Procurement Type: Written, Bid or State/SAVE Contract	Copies Attached: Y or N
1				
2				
3	* see attached list			
4				
5				
	Total	$21,061.00		

Funding Source:

#	Fund	Amount
1		
2	* see attached list	
3		
	Total	$21,061.00

Procurement Requirements:

$10,000 - $100,000 cumulative total (all district expenditures) to a vendor requires three written quotes.

$100,000 & above requires formal Bids/RFPs (Contact the Business Office).

Sole Source determinations must be approved by the Business Office.

State/SAVE Contracts requires due diligence - contact Business Office.

Business Office will assist with the budget and procurement.

Approval Process:

1 - School Administration Approval

2 - Business Office Procurement Approval

3 - Board Approval

4 - Complete required purchase orders prior to securing reservations

List Vendors and Totals by Vendor

		Total
1	Mountain View Tours	$6,240.00
2	Wilderness River Adventures	$6,630.00
3	Best Western	$2,805.00
4	Grand Canyon Railroad	$2,186.00
5	Fred Harvey Restaurant	$800
6	Cruiser's Route 66 Restaurar	$800
7	Canyon Breeze Restaurant	$800
8	Subway	$800
	Total	$21,061.00

Funding Source:

		Total
1	Tax Credit	$2,000.00
2	World's Finest Chocolate	$500.00
3	Gum Day	$500.00
4	Restaurant Nights	$500.00
5	Student Activities	$761
6	Student Payments	$16,800
	Total	$21,061.00

42 students 8 adults

	Cost	Cost per Person	
Bus	$5,900		
Breakfast: Restaurant	$800	$15 per student	$15 per adult
Grand Canyon Railway Depot (Conductor's Club)	$2,186	$36.39 per student	$58.49 per adult

Grand Canyon Historic Village	0		
Lunch: Sack lunch/Snack	$800	$15per student	$15 per adult
Dinner: Restaurant Page	$800	$15 per student	$15 per adult
Hotel:	$2,400	$150 per room	
16 rooms			
Float Trip: Aramark Destinations	$6,630	$120 per student, inclusive	$135 per person, inclusive
Lunch: Sack lunch Subway ?	$800	$15 per student	$15 per student
Dinner: Restaurant Sedona	$1,000	$15 per student	$15 per student
	$21,316		
	$21316 divided by 42 students =	$508	

$14,700 at $350 per student $6616 gap

Date: Thursday, May 6, 2026

Time	Activity/Action
2:00 am	Teachers arrive, Bus Arrives
2:15 am	Students arrive and check in with chaperones
2:30 am	Load luggage
3:00 am	Load passengers, Depart Laguna
7:30 am	Arrive at Breakfast: **Fred Harvey Restaurant** 233 N. Canyon Blvd. Williams, AZ (928)635-4010
9:00am	Walk to **Grand Canyon Railway Depot** 280 N. Grand Canyon Blvd. Williams, AZ (800)843-8724
9:15 am (2 hrs. 15 mins)	Arrive at **Grand Canyon Railway Depot**, Load train
11:45am - 3:15pm	Arrive at **Grand Canyon Historic Village**, spend the day at the Grand Canyon eat sack lunch/snack
3:10pm	Meet back at **train station**
3:15 pm (2 hrs 15 mins)	Load train back to **Grand Canyon Railway Depot**
5:45 pm	Arrive at **Grand Canyon Railway Depot** and walk to dinner
6:00 pm	Arrive at Dinner: **Cruiser's Route 66** 233 W. Rte 66 Williams, AZ (928)635-2445

7:00 pm	Board bus to Hotel in Page **Best Western** 208 N. Lake Powell Blvd Page, AZ 86040 1.928.645.5988
7:45 pm	Check in and assign rooms
9:30 pm	Chaperone room cheek Lights Out

Date: Friday, May 7, 2026

Time	Activity/Action
5:30 am	Wake up!
6:00-7:00 am	Continental Breakfast at Hotel
7:00 am	Pack up to leave and Depart for Lee's Ferry
8:00 am	Arrive at **Lee's Ferry** *Driver heads to back to hotel room
8:30 am-11:30 am	Float Trip
11:00 am	Driver heads back to Lee's Ferry for arrival by noon
11:30 am - 12:30 pm	Eat Lunch, Change clothes, and ride home
12:45 pm	Depart Lee's Ferry for Flagstaff
3:45 pm	Arrive at Sedona for Hike
5:00 pm	Eat dinner in Sedona
	Eat at: **Canyon Breeze Restaurant** 300 AZ-89A Sedona, AZ 86336 (928)282-2112
6:30 pm	Head Home to LagunaElementary
11:00 pm	Arrive at Laguna

Protocols including dining and bed check, curfew times

Dining

We will have students and chaperones preselect their dinner choice from a list of dinner options.

We will then give a compiled list of all the dinner choices to the restaurant facility.

Bed check

Chaperones will check each student's room at 9:30pm. We will notify students that lights out at 10pm.

Curfew Time

All students will need to be in their room by room check of 9:30pm.

MOUNTAIN VIEW TOURS

PO Box 91890
Tucson, AZ 85752-1890
Phone: 520-292-1183
Fax: 520-292-1228
Toll Free 800-341-7406
Website: www.mountainviewtours.com
Email: dodie.s@mountainviewtours.com

Charter Quote

Date: **10/01/26**
Quote No. : **59179**

Rosa Amarillas
Flowing Wells Schools
1556 West Prince Road
Tucson, AZ 85705-3087

Phone: **(520) 690-2201**
Fax: **(520) 690-2400**
Order Date **10/01/26**
SalesRep: **Dodie Stachel**

Thank you for contacting **Mountain View Tours**. We hope this Quote will be acceptable for your trip on **Thursday, May 6, 2027**. This quote is good for **210** days, after which circumstances could require us to change it. The Fuel Escalation charge will be adjusted to current EIA standards at time of trip. To accept this quote/contract, please sign below and return it by mail or fax as soon as possible. Thank you for considering **Mountain View Tours** .

Driver's Lodging & any parking fees to be provided by the customer. Driver lodging location must accommodate driver w/45 ft. motorcoach (with or w/out group). Luggage handling/driver gratuity is not included in pricing, but it may be added upon your request.

Group Name: **Laguna ES 6th Grade**
Group Leader: **Rosa Amarillas**
Destination: **Williams & Page, AZ**
Leave Date: **Thursday, May 6, 2027**
Spot Time: **2:30 am**
Leave Time: **3:00 am**
Pickup Location: **Laguna Elementary School 5001 N Shannon Rd. Tucson, AZ 85705**

Coaches: **1**
Equipment: **56 Pax**
Return Date: **Friday, May 7, 2027**
Retn\Drop Time: **11:00 pm**
Destination Details: **Fred Harvey Restaurant & Grand Cyn Railway Depot & Cruiser's Rte 66 (Williams), Best Western & Lee's Ferry (Page) & Dinner (Pending?)**

Description	# Coaches	Qty	Rate	Charge
Mileage Rate, 52-56 pax	1	975.00	$4.80	$4,680.00
Surcharge based on miles	1	975.00	$0.90	$877.50
Fuel escalation charge	1	975.00	$0.70	$682.50

Due Dates	Description	Amount
10/15/26	**Signed Contract**	
04/06/27	**Itinerary Due**	
04/29/27	**PO# Due**	**$6,240.00**

Transport Charge: **$6,240.00**

Your signature below acknowledges that you understand and agree to the terms and conditions stated.

Charter Party Signature Date

Dodie Stachel

WILDERNESS
RIVER ADVENTURES

2027 Contract

Horseshoe Bend Raft Trip

Company:	Laguna Elementary School		
Contact Name:	Rosa Amarillas		
Address:	5001 North Shannon Road Tucson AZ 85705		
Phone:	520-549-9011		
Email:	rosa.amarillas@fwusd.org	Fax:	
Group Name:	Laguna Elementary 27 WRA		

Date(s)	CONFIRMATION#	Service & Departure Time (arrive 30 mins prior)	Total # People	Per Person Price
05/07/2027	375617684	Half Day Float Trip, round trip from Lee's Ferry - 3 hours on the water ARRIVAL TIME: 8:00am LAUNCH ON WATER: 8:30am	44 students 6-8 chaperones	Adults age 16+: $135 pp incl Age 4-15: $120.00 pp incl

Tour Description

Glen Canyon Motor Trip:

- 3-hour educational boat tour.
- Explore Glen Canyon's 1400ft sandstone walls.
- Learn indigenous history and view petroglyphs with expert guides.
- Observe diverse wildlife.

Horseshoe Bend Raft Trip:

- Peaceful 15-mile float on the Colorado River.
- Scenic views and stops at key sights.
- Suitable for all ages and abilities.

Information For Your Bus Driver

- The groups' driver is responsible for getting the group to Lee's Ferry 30 minutes before the scheduled departure time. Travel Times to Lee's Ferry:
- Page AZ – 1 hour (57 miles)
- Kanab UT - 1 hour 30 minutes (84 miles) **TIME DIFFERENCE**
- North Rim Grand Canyon – 1 hr 45 min (89 miles)
- South Rim Grand Canyon – 2 hours (119 miles)
- Flagstaff AZ – 2 hr 12 min (129 miles)
- Monument Valley UT - 2 hr 45 min (164 miles) **TIME DIFFERENCE**

Best Western View Of Lake Powell
716 Rim View Drive
Page, AZ

Company Name: Laguna Elementary
Group Code: 8755679
Contact Name: Rosa Amarillas
Arrival Date: 05.06.2027
Departure Date: 05.07.2027
Deposit Due:

Room Charges

Occupancy	Rooms	Nights	Rate	Tax	Total
Single/Double	16	1	$150.00	$25.35	$2,805.60
Triple	0	0	$0.00	$0.00	$0.00
Quad	0	0	$0.00	$0.00	$0.00
				Total Room Charges:	$2,805.60

Porterage Charges
0 X $12.00 = $0.00

Meals Charges
0 X $12.00 = $0.00

Earnerst Deposit
Due 14 days after contract is signed

Total Charges: $2,805.60
Less Deposit Paid: $0.00

Total Due: **$2,805.60**

Rooms are not guaranteed and are subject to cancellation if payment is not received per contract terms.

If payment is sent prior to 30 days before arrival, please send to:

Best Western View of Lake Powell
Po BOX 4899
Page, AZ 86040

Best Western View of Lake Powell
716 Rim View Drive, Page AZ 86040
(928)645-8868 or (928)660-1802
Rooming List: Taid@wslm.biz or saleschampion03125@hotel.bestwestern.com

2027 CONTRACTS ARE NOT VALID UNLESS SIGNED BY BOTH PARTIES.

COMPANY: Laguna Elementary DATE: 10.01.2026
CONTACT: Rosa Amarillas E-MAIL: asan24ever@gmail.com

ARRIVAL DATE: May 6, 2027 **#NIGHTS: 1** **ROOMS: 16**
Group Name: 8755679

Rate: Single: $150 Double: $150 Triple: $165 Quad: $180
ALL ROOMS ARE DOUBLE QUEEN BEDS

ORIGINAL CONTRACT MUST BE SIGNED AND RETURNED *15* DAYS FROM CONTRACT DATE.

CONTRACT CONDITIONS

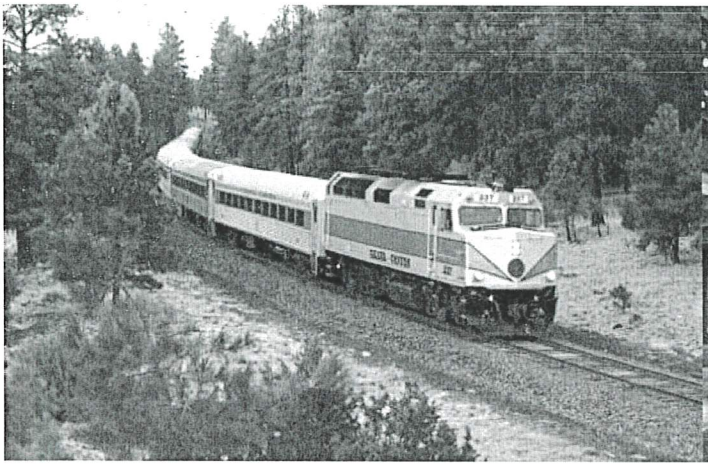
Tax:	16.9% (subject to change without notice)
Advance Deposit:	100% of total room charges are due thirty days prior to arrival date. If the deposit is not received, rooms are subject to cancellation.
Earnest Deposit:	100% of total room charges are due thirty days prior to the arrival date, refundable if group cancels 30 days prior to the arrival date.
Cancellations:	Entire group cancellations must be made at least 30 days prior to arrival date, in writing. Groups can cancel up to 20% of the total reserved rooms up to 48 hours prior to arrival.
Room List:	Final rooming list is due thirty days prior to arrival. All remaining rooms will be released thirty days prior to the arrival date. Any additional rooms will be on an availability basis. No changes can be made to the final rooming list after four p.m., 24 hours before arrival.
Child Policy:	12 and under when staying in same room as adults.
Meals:	Breakfast included in the room rate.
Porterage:	***$12 per person, per bag Yes____ No____*** if nothing marked hotel will assume no bags needed.
Personal Guarantee:	The undersigned personally guarantees any and all charges and/or money due, which amount includes any and all attorney's fees and collection costs. In the event payment is demanded by Best Western View of Lake Powell, the undersigned agrees to make payment within 30 days prior to arrival. I guarantee payment of all indebtedness of the corporate account and agree to be bound by the terms and conditions stated in this contract. I have read and agree to the terms conditions and personal guarantee.

All room reservations are guaranteed to the above company. The above-named company and no other will be held responsible for any unpaid or uncollected charges and/or changes to this contract. Upon signing and returning this contract it becomes binding. No changes can be made without a written request and approval. If it becomes necessary for us to take legal action to satisfy this contract, the above-named company agrees to pay all charges incurred.

_____ *Tai Denetsosie* 10.01.2026
Agent's Signature Date Tai Denetsosie Date
Print Name _____

GRAND CANYON
Railway & Hotel
EST. 1901

2027 GROUP RATES & POLICIES
GRAND CANYON RAILWAY & HOTEL





Experience the Luxury of a Bygone Era

Experience the luxury of a bygone era at the newly refurbished Grand Canyon Railway Hotel. The 298-room hotel is right next door to the train depot and just a block away from downtown Williams and historic Route 66. Our packages make it easy to plan a Grand Canyon vacation. It is the perfect place to stay before embarking on your grandest of journeys! For more info, visit www.thetrain.com

- **Hotel Tax Rate**: 17.9%
- **Group Minimum**: 10 fully paid rooms, per night
- **Additional Adult**: $20 plus tax, per night for each additional adult (age 16 or older)
- **Children**: Age 15 and under stay free of charge when sharing the same room with an adult
- **Group Porterage (Optional)**: $8.00 per adult round trip
- **GRA Housekeeping Gratuity (mandatory):** $2.25 per person, per night.
- **Comp Policy**: One complimentary standard room for every 20 fully paid rooms per night
- **Driver Room Rate**: $143 plus tax, per night for standard room with 10 fully paid rooms
- **Non-Smoking**: Rooms are non-smoking and will be charged $250 per room for smoked-in rooms
- **Group Space Blackout Dates**: May apply during Polar Express, Spring Break, Summer and peak periods

BLOCK CANCELLATIONS AND MODIFICATIONS

- All block cancellations must be received in writing during normal business hours, Monday – Friday, 8:00 AM to 5:00 PM MT, and shall be subject to the following cancellation terms and charges:

Cancellation Date	Charges Applied
30 days prior to Event or earlier	No charges applied. Deposits fully refunded.
29 days or less prior to Event	100% of all room charges, food, beverage, transportation, activity, and other contracted service costs, plus related tax.
48 hours or less prior to Event	100% of all meal coupons, baggage handling, and applicable attendant fees, plus related tax.

- Rooms cancelled less than 90 days prior to Arrival will be factored into the Client's utilization performance. Utilization performance is used to determine future approvals of group block requests.

FRED HARVEY RESTAURANT

Savor the rail atmosphere as a model replica of the train circles the room in the restaurant



Meals	Adult	Child	Hours
Breakfast Buffet	$15.25	$11.75	6:30 AM to 10:00 AM
Sack Lunch	$19.50	$19.50	
Dinner Buffet	$27.50	$18.25	4:00 PM to 9:00 PM

- Rates valid 1/1/2027 – 12/31/2027.
- Food & Beverage Tax Rate: 11.4% (not included in above rates)
- Buffet Meal Gratuity: $2.25 per person, per meal (Mandatory)
- Sack Lunches: Only one sack size option available for adults/children. Includes reusable Grand Canyon Railway logo insulated bag (novelty souvenir). Meal Gratuity is not required for Sack Lunch.
- Comp Policy: One complimentary meal for escort and driver (Gratuity is mandatory and not complimentary)
- Restaurant hours vary seasonally. Rates are subject to change.
- Ages: Adult 16+; Child 2-15; Children under 2 eat free

MEETING ROOMS AT GRAND CANYON RAILWAY HOTEL	Grand Canyon Meeting Room Max Capacity = 85 people	Santa Fe Meeting Room Max Capacity = 75 people
Room Rental Rate: 0-4 Hours	$300 room rental plus $50 per day room set-up fee	$300 room rental plus $50 per day room set-up fee
Room Rental Rate: 4-8 Hours	$500 room rental plus $50 per day room set-up fee	$500 room rental plus $50 per day room set-up fee

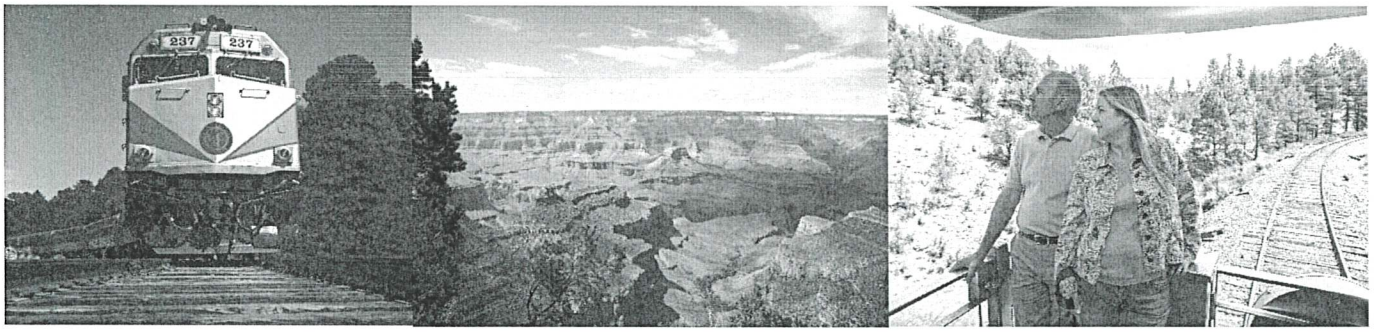
- Rates valid 1/1/2027 – 12/31/2027

All Aboard for Fun!
Plan Your Group Adventure Today

The historic Grand Canyon Railway departs daily from Williams, Arizona to the awe-inspiring Grand Canyon. Enhance your Grand Canyon experience with an entertaining train ride featuring western musicians and cowboy characters on vintage rail cars.

Also plan a group vacation including lodging at the Grand Canyon Railway Hotel and a visit inside Grand Canyon National park. For more info about the train, click here.

- Meeting rooms have very limited, if any, availability during Polar Express season. All dates subject to availability.
- The $50 per day room set-up fee is charged, in addition to the Meeting Room Rental fee.
- Sales tax 11.4% and 3.3% room rental tax will be added to meeting rooms.



GRAND CANYON RAILWAY TRAIN

Class	Route	Adult	Child
Coach Class	Roundtrip	$76.00	$48.00
Coach Class	One Way	$61.00	$38.00
First Class	Roundtrip	$145.00	$110.00
First Class	One Way	$116.00	$88.00
Observation Dome Class (age 2 and up)	Roundtrip	$170.00	$161.00
Observation Dome Class (age 2 and up)	One Way	$136.00	$129.00
Luxury Dome/Parlor Class (age 16 and up)	Roundtrip	$204.00	N/A
Luxury Dome/Parlor Class (age 16 and up)	One Way	$164.00	N/A

RATE CONDITIONS FOR GRAND CANYON RAILWAY TRAIN

- Train rates listed above are valid 1/1/27 – 12/31/27
- To view train schedule and route, click here.
- Train rates do not include current 10.4% State Tax
- A minimum of twenty (20) paid guests are required for a train group.
- Children *under the* age of two (2) are free of charge when held by an adult ("lap child") and are not allowed in Observation Dome.
- Passenger Service Attendant (PSA) Gratuity: **$2.25** per person gratuity for train guest (mandatory)

- Comp Policy: One complimentary train ride for driver and escort based on 20 or more paid guests. (PSA gratuity is mandatory and not complimentary)
- NPS Approved Park Entrance Fee:
  - Groups: 1-9 travelers - $35
  - Groups: 10-18 travelers - $70
  - Groups 19-27 travelers - $105
  - Groups 28-36 travelers - $140
  - Groups 37-45 travelers - $175
  - Groups 46-54 travelers - $210
  - Train passengers 15 years or younger = no NPS fee
- Ages:
  - Adult 16+
  - Child: Ages 2–15
  - Children: *Under* the age of two (2) are free ("lap child")
- NPS Nonresident Fee: Non-U.S. residents age 16 and older may be charged a $100 per-person nonresident fee in addition to the standard park entrance fee, unless covered by an America the Beautiful Non-Resident Annual Pass
- All rates, fees, and taxes are subject to change.

AVAILABLE INSIDE GRAND CANYON NATIONAL PARK

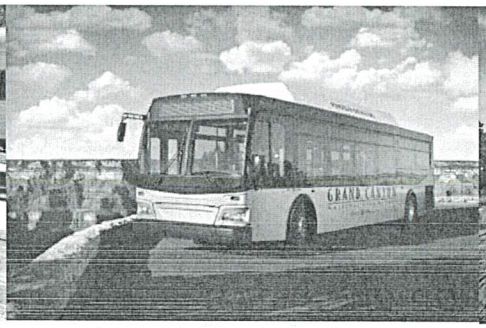
Guide-narrated rim tour along South Rim to scenic viewpoints. *GCR exclusive!*

For more info, visit click here.

MOTORCOACH RIM TOURS	Adult (tax inclusive)	Child: Ages 3-16 (tax inclusive)
Freedom Rim Tour	$46.00	$35.00
Grand Rim Tour (includes lunch)	$65.00	$52.00

- Estimated Rates valid: 1/1/27 – 12/31/27
- Children *age two (2) and under* are free of charge when held by an adult ("lap child").
- Rates listed above are tax inclusive, and non-commissionable. All rates, surcharges and taxes are subject to change without notice at any time. **All final invoices will be billed at the approved rates, regardless of when the reservation was booked and confirmed.**






MASWIK LODGE (NORTH & SOUTH) *Approved* 2027 Group Rates (2 queen beds, maximum four people)						
Date Series	**Date Begin**	**Date End**	**Maswik North Standard Room**	**Maswik North Patio/Balcony**	**Maswik South Standard Room**	**Maswik Kitchenettes**
1	01/01/2027	01/02/2027	$299.00	$319.00	$339.00	$426.00
2	01/03/2027	03/04/2027	$159.00	$179.00	$199.00	$297.00
3	03/05/2027	04/10/2027	$357.00	$377.00	$397.00	$426.00
4	04/11/2027	09/02/2027	$269.00	$289.00	$309.00	$318.00
5	09/03/2027	10/16/2027	$319.00	$339.00	$359.00	$426.00
6	10/17/2027	11/19/2027	$199.00	$219.00	$239.00	$319.00
7	11/20/2027	11/27/2027	$357.00	$377.00	$397.00	$426.00
8	11/28/2027	12/17/2027	$199.00	$219.00	$239.00	$419.00
9	12/18/2027	12/31/2027	$357.00	$377.00	$397.00	$428.00

RATE CONDITIONS FOR INSIDE GRAND CANYON NATIONAL PARK

- Rates listed above are non-commissionable, per room, per night, based on single or double occupancy. All rates, dates, surcharges and taxes are subject to change without notice at any time. **All final invoices will be billed at the approved rates, regardless of when the reservation was booked and confirmed.**
- Inside Grand Canyon National Park Room rates do not include current 6.9% State Tax.
- Inside Grand Canyon National Park Rates listed above are exclusive to train guests only.
    - Train tickets must be purchased with Maswik Lodge accommodations and/or South Rim Tours. No Exceptions.
- Comp Policy: No comp or discounted rooms or in-park tours inside the national park.
- Baggage & GRA Fees:
    1. Roundtrip baggage transfer via luggage truck from GCR Hotel (Williams, AZ) to Maswik Lodge is **$8.00** per person. This is a mandatory fee when utilizing GCR's luggage truck services (luggage larger than a backpack size is not permitted onboard the Grand Canyon Railway train service).
    2. (Mandatory) Onsite porterage service at Maswik Lodge is **$8.75** per person, roundtrip. This is the transfer of baggage from the parked luggage truck or group bus to the guestroom.
    3. (Mandatory) Guest room attendant fee at Maswik Lodge is **$2.60** per person, per night.
- There must be at least one adult (person 18 years old or older) in each room.
- Additional Adult in Room: **$20** per person (age 17 and older) per night, plus tax.
- Children age 16 and under stay free when sharing same room and existing bedding with an adult.
- Rollaway beds are **$20** plus tax of 6.9% per night, on a first come first served basis (providing the room reserved can accommodate a rollaway bed).
- All rooms are Non-Smoking and subject to $175 cleaning fee per room/night for non-compliance.
- National Park Service: Commercial Use Authorizations (CUAs) are required for all commercial visitor services provided by a company or organization not based in the park. Visit NPS: Grand Canyon CUA.

Introducing Rail Baron Charters: Your Own Private Train

Charter your own private train from Williams, AZ to Grand Canyon National Park and back. Rail Baron Charters combine the luxury of private train cars with views of the old West and provide the perfect platform for celebrating with your group. **For more info visit** www.thetrain.com/charters



FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

E-7	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Approval of Requests for Staff Travel

Submitted By: Ryan Rosete/Monique Mata Date: October 22, 2026

Will Be Presented By: Dr. Kevin Stoltzfus/ Monique Mata

Staff travel requests are submitted for approval.

Estimated Cost $ _____ ☒ See Additional Information Attached

Recommended Action:

☒ Approve ☐ Disapprove ☐ Table ☐ No Action Required

Division Head: Monique Mata Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

Flowing Wells School District
Request To Travel
Recommend approval of the following travel requests:
October 27, 2026

Name Last, First	School / Dept	Request for Travel / What	Travel to:	Dates
Romero, Jason	ESS	Annual Association of School Psychologists conference	Phoenix, AZ	November 5, 2026 - November 6, 2026
Sapien, Annysa	Homer Davis	Annual Association of School Psychologists conference	Phoenix, AZ	November 5, 2026 - November 6, 2026
Skiles, Jean	ESS	Annual Association of School Psychologists conference	Phoenix, AZ	November 5, 2026 - November 6, 2026
Andrade, Colleen	ESS	Annual Association of School Psychologists conference	Phoenix, AZ	November 5, 2026 - November 6, 2026
Embacher, Allison	FWHS	ACTE Conference	Peoria, AZ	February 3, 2026 - February 5, 2026
De La Rosa, Eduardo	Transportation	Brake Training	Tucson, AZ	Novemebr 4, 2026
Leistman, Christopher	Transportation	Brake Training	Tucson, AZ	November 4, 2026
Larson, Megan	Professional Development	Protecting Students and Strengthening Schools	Tucson, AZ	November 1, 2026
Stoltzfus, Kevin	Superintendent	Protecting Students and Strengthening Schools	Tucson, AZ	November 1, 2026

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

E-8	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Approval of District Personnel Actions

Submitted By: Stacie Stuart/Tina McGury Date: October 22, 2026

Will Be Presented By: Dr. Kevin Stoltzfus/Dr. Tamára McAllister

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District Personnel Actions may include new hires, resignations, terminations, leaves of absence, substitutes, retirements, rehire of designated staff, contract extensions/adjustments, contract language for employment, additional duties, special activities compensation, addendums, performance/merit pay, stipends, termination pay, professional development workshops, athletic compensation, career and technical compensation are submitted for your approval.

Estimated Cost $ _____ ☒ See Additional Information Attached

Recommended Action:

☒ Approve ☐ Disapprove ☐ Table ☐ No Action Required

Division Head: Tamára McAllister Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

Flowing Wells School District
Personnel Action Summary

Certified Staff

October 27, 2026

Name	Location	Action to Approve	Pay	FTE/ hrs	Contract Days	Effective Date	Additional Comments
Andersen, Hanne	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Anguis, Teresa	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Antista, Tracey	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Antista, Tracey	Douglas	Professional Development Presenter/Trainer	$30.00/hr	NTE 9.0 hrs	N/A	2026-2027	SPED Teacher PLC Workshops
Ayon, Elsa	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Ayon, Elsa	Douglas	Yearbook	$407.50	N/A	N/A	2026-2027	Split with Veronica Rios
Barber, Brie	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Berger, Laura	FWJH	Facilitate Fine Arts Night	$25.00/hr	NTE 2.5 hrs	N/A	10/8/2026	
Berger, Laura	FWJH	Prepare for Fine Arts Night	$20.00/hr	NTE 8.0 hrs	N/A	10/01/2026 - 10/07/2026	
Bley, Katrina	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Brown, Peyton	FWJH	Basketball Assistant Boys	$2,312.00	N/A	N/A	2026-2027	
Camero, Jaime	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Cline, Samantha	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Courtney, Benjamin	FWJH	Prepare for Fine Arts Night	$20.00/hr	NTE 8.0 hrs	N/A	10/01/2026 - 10/07/2026	
Curley, Jessica	FWHS	Professional Development Presenter/Trainer	$30.00/hr	NTE 8.0 hrs	N/A	2026-2027	HS English PLC
Davila, Alexia	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Davis, Alexandra	Centennial	Elementary Coach - Boys Volleyball	$1,000.00	N/A	N/A	2026-2027	
Davis, Alexandra	Centennial	Elementary Coach - Cross Country Season 2	$1,000.00	N/A	N/A	2026-2027	
Duran, Mayra	FWHS	Curriculum Work Certified - Professional Development	$20.00/hr	NTE 2.0 hrs	N/A	10/29/2026	Modern Languages Curriculum Day
Estudillo Martinez, Itzelt	EMELC	Additional Hours - Aftercare	$25.00/hr	1.5 hrs	N/A	10/9/2026	
Fanella, Carly	Richardson	IEP Writing	$50.00/hr	NTE 17 hrs	N/A	2026-2027	
Gallego, Charly	Richardson	Probationary Teacher Instructional Coaching Stipend Year 3	$350.00	N/A	N/A	2026-2027	
Garcia, Bernadette	FWHS	Curriculum Work Certified - Professional Development	$20.00/hr	NTE 1.0 hr/month	N/A	2026-2027	Target Data Meetings
Hauger, Emily	FWHS	Curriculum Work Certified - Professional Development	$20.00/hr	NTE 4.0 hrs	N/A	2026-2027	HS English PLC
Hauger, Emily	FWHS	Probationary Teacher Instructional Coaching Stipend Year 2	$500.00	N/A	N/A	2026-2027	
Heft, Lori	FWHS	Curriculum Work Certified - Professional Development	$20.00/hr	NTE 1.0 hr/month	N/A	2026-2027	Target Data Meetings
Heinzel, Madisen	Hendricks	Professional Development New 1 Day Workshop or Online Facilitator	$500.00	N/A	N/A	11/5/2026	Engaging Learners
Hill, Joshua	FWJH	Facilitate Fine Arts Night	$25.00/hr	NTE 2.5 hrs	N/A	10/8/2026	
Hill, Joshua	FWJH	Prepare for Fine Arts Night	$20.00/hr	NTE 8.0 hrs	N/A	10/01/2026 - 10/07/2026	
Hinrichs, Taylor	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Jacobson, Kristyn	Richardson	IEP Writing	$50.00/hr	NTE 12 hrs	N/A	2026-2027	
Jewett, Justin	FWJH	Basketball Head Coach Boys	$3,036.96	N/A	N/A	2026-2027	Includes 11% Longevity
Kirkbride, Ellen	FWHS	AP/Honors Coordinator	$2,204.00	N/A	N/A	2026-2027	
Laguna, Jasmyne	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Lawson, Lisa	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	

Flowing Wells School District
Personnel Action Summary

Certified Staff

October 27, 2026

Lopez, Stephanie	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Macias, Oziris	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
McGlamery, Shauna	FWJH	Facilitate Fine Arts Night	$25.00/hr	NTE 2.5 hrs	N/A	10/8/2026	
McGlamery, Shauna	FWJH	Prepare for Fine Arts Night	$20.00/hr	NTE 8.0 hrs	N/A	10/01/2026 - 10/07/2026	
Mendivil, Samantha	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Miranda Salinas, Abelardo	Douglas	Curriculum Work Certified - Professional Development	$20.00/hr	NTE 10 hrs	N/A	07/14/2026 - 07/25/2026	Summer Curriculum
Morgan, Troy	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Pearson, Livvi	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Peterson, Claire	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Plourde, Emily	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Powers, Jillian	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Rios, Veronica	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Rios, Veronica	Douglas	Yearbook	$407.50	N/A	N/A	2026-2027	Split with Elsa Ayon
Ruiz, Mario	FWJH	Facilitate Fine Arts Night	$25.00/hr	NTE 2.5 hrs	N/A	10/8/2026	
Ruiz, Mario	FWJH	Prepare for Fine Arts Night	$20.00/hr	NTE 8.0 hrs	N/A	10/01/2026 - 10/07/2026	
Switalski, Ashley	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Thomson, Arianna	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Tovar, Martha	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Trausch, Matthew	FWJH	Soccer Head Coach Girls	$3,036.96	N/A	N/A	2026-2027	Includes 11% Longevity
Urquidez, Alberto	FWHS	Curriculum Work Certified - Professional Development	$20.00/hr	NTE 3.0 hrs	N/A	10/29/2026	Modern Languages Curriculum Day
Urquidez, Maricela	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Valencia, Alycia	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Varas-Nelson, Cora	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Varas-Nelson, Cora	Douglas	Resign - 1st Grade Teacher	N/A	N/A	N/A	12/18/2026	
Villalobos, Ellen	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	
Whatton, Jessica	FWJH	Facilitate Fine Arts Night	$25.00/hr	NTE 2.5 hrs	N/A	10/8/2026	
Whatton, Jessica	FWJH	Prepare for Fine Arts Night	$20.00/hr	NTE 8.0 hrs	N/A	10/01/2026 - 10/07/2026	
White, Emily	Richardson	Probationary Teacher Instructional Coaching Stipend Year 2	$500.00	N/A	N/A	2026-2027	
Wilson, Amanda	Douglas	Facilitate Parent Engagement Night	$25.00/hr	NTE 2.0 hrs	N/A	11/4/2026	

LEGEND Walk:
Pay: Total compensation minus Performance Pay
The Additional Comments section detail additional compensation.
NTE: Not To Exceed
BOY: Balance of Year
FTE: Full Time Equivalent
YOE: Years of Experience ($350.00 per year for certified/professional; $0.20 per hour for classified)
(P): Prorated due to date of hire and/or less than 1.0 FTE
CEIP: College Credit by Exam Incentive Program

Flowing Wells School District
Personnel Action Summary
Support Staff
October 27, 2026

Name	Location	Action to Approve	Pay	FTE/ hrs	Contract Days	Effective Date	Additional Comments
Alegria, Daniela	EMELC	Additional Hours - Facilitate Family Event	$17.00/hr	NTE 2.0 hrs	N/A	11/5/2026	
Antista, Andrew	FWHS	Additional Hours -Participation in Target Data Meetings	Hrly Rate	NTE 1.0 hr/month	N/A	2026-2027	
Binger, Carl	Transportation	New Hire - School Bus Driver	$19.92/hr	6.0 hrs/day	193 (P)	10/19/2026	Highest Degree Earned: Masters
Binger, Carl	Transportation	Additional Compensation	$90.00 (P)	N/A	N/A	2026-2027	SA-1: Shoe Allowance
Borboa, Sabrina	Hendricks	Class Coverage	$12.50/hr added to hourly rate	1.0 hr	N/A	10/6/2026	
Brown, Deilyn	FWHS	Class Coverage	$12.50/hr added to hourly rate	2.0 hrs	N/A	10/7/2026	
Clark, Phyllis	FWJH	Additional Hours - Facilitate Fine Arts Night	$17.00/hr	NTE 2.5 hrs	N/A	10/8/2026	
Emery, Chelcie	Richardson	New Hire - Crossing Guard	$15.80/hr	NTE 2.5 hrs/week	N/A	10/19/2026	
Fanella, Paige	Richardson	New Hire - Special Education Teaching Assistant II	$17.92/hr	7.0 hrs/day	196 (P)	10/19/2026	YOE Granted: 3 years Highest Degree Earned: Bachelors
Ferguson, Tasha	Transportation	Transfer from School Bus Monitor (Special Needs) to School Bus Driver	$19.32/hr	6.0 hrs/day	193 (P)	10/26/2026	Differential increase of $1.41/hr
Ferguson, Tasha	Transportation	Additional Compensation	$90.00 (P)	N/A	N/A	2026-2027	SA-1: Shoe Allowance
Francis, Deborah	FWHS	Additional Hours -Participation in Target Data Meetings	Hrly Rate	NTE 1.0 hr/month	N/A	2026-2027	
Gamez, Samuel	Transportation	Transfer from School Bus Driver (Special Needs) to School Bus Driver	$20.92/hr	6.0 hrs/day	193 (P)	10/19/2026	Differential decrease of $0.53/hr
Gillie, Colin	Richardson	New Hire - Crossing Guard	$15.80/hr	NTE 2.5 hrs/week	N/A	10/19/2026	
Gilmore, April	FWJH	Class Coverage	$12.50/hr added to hourly rate	0.75 hrs	N/A	10/6/2026	
Godwin, Brittany	FWJH	New Hire - Crossing Guard Duties	$15.80/hr	NTE 6.0 hrs/week	N/A	9/28/2026	
Gonzalez, Stephanie	EMELC	Additional Hours - Facilitate Family Event	$17.00/hr	NTE 2.0 hrs	N/A	11/5/2026	
Gonzalez-Coronado, Naidelyn	EMELC	Additional Hours - Facilitate Family Event	$17.00/hr	NTE 2.0 hrs	N/A	11/5/2026	
Hillman, Cassandra	Richardson	Resign - Special Education Teaching Assistant II	N/A	N/A	N/A	10/6/2026	
Kaloi, Kalea	FWHS	Color Guard and Winter Guard Assistant	$1,125.00	N/A	N/A	2026-2027	Split with Virginia Lyon
Kishbaugh, Rosalva	EMELC	Additional Hours - Facilitate Family Event	$17.00/hr	NTE 2.0 hrs	N/A	11/5/2026	
Kishbaugh, Rosalva	EMELC	Additional Hours - RBT Training	Hrly Rate	NTE 40 hrs	N/A	10/12/2026 - 11/30/2026	
Lopez, Francisco	Richardson	New Hire - Special Education Teaching Assistant II	$17.12/hr	7.0 hrs/day	196 (P)	10/19/2026	YOE Granted: 1 year
Lopez, Renee	FWJH	Basketball Assistant Boys	$2,556.32	N/A	N/A	2026-2027	Includes 11% Longevity
Maker, Amber	FWHS	Class Coverage	$12.50/hr added to hourly rate	2.0 hrs	N/A	10/6/2026	
Merkel, Gwen	Community Schools	Additional Hours - Suicide Prevention Training	Hrly Rate	NTE 2.0 hrs	N/A	10/8/2026	
Miranda, Lesley	Douglas	Additional Hours - Discretionary Administrative Tasks	Hrly Rate	NTE 10 hrs	N/A	10/12/2026 - 10/16/2026	
Morales Rosales, Daniel	Richardson	New Hire - Special Education Teaching Assistant II	$16.64/hr	7.5 hrs/day	196 (P)	10/19/2026	
O'Donnell, Lauren	FWHS	Marching Band Assistant Director	$1,125.00	N/A	N/A	2026-2027	Split with Alvis Weaver Jr
Oswald, Jennifer	Davis	Class Coverage	$12.50/hr added to hourly rate	2.0 hrs	N/A	10/6/2026	
Pettijohn, Kayla	EMELC	Additional Hours - Facilitate Family Event	$17.00/hr	NTE 2.0 hrs	N/A	11/5/2026	
Ramirez, Brittany	Douglas	Health Office Coverage	$8.00/hr added to hourly rate	6.0 hrs	N/A	10/5/2026	

Flowing Wells School District
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Support Staff
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Rodriguez, Maria	Transportation	Transfer from Substitute Bus Monitor to School Bus Monitor (Special Needs)	$17.91/hr	6.0 hrs/day	193 (P)	10/26/2026	
Rodriguez, Maria	Transportation	Additional Compensation	$90.00 (P)	N/A	N/A	2026-2027	SA-1: Shoe Allowance
Saldana, Melissa	Transportation	Transfer from School Bus Driver to School Bus Driver (Special Needs)	$19.85/hr	8.0 hrs/day	193 (P)	10/19/2026	Differential increase of $0.53/hr
Saldana, Melissa	Transportation	Additional Hours - Field Trips during Fall Break	$1.25/hr added to hourly rate	NTE 12 hrs/week	N/A	10/12/2026 - 10/16/2026	
Tascarella, Lupita	FWHS	Additional Hours - Hall of Fame	Hrly Rate	NTE 4.5 hrs	N/A	10/05/2026 - 10/09/2026	
Urquidez, Antonio	FWJH	Class Coverage	$12.50/hr added to hourly rate	4.68 hrs	N/A	10/6/2026	
Valles, Nadine	Laguna	Class Coverage	$12.50/hr added to hourly rate	2.0 hrs	N/A	10/8/2026	
Vasquez Cervantes, Lucas	Maintenance	Resign - Custodian - Night	N/A	N/A	N/A	10/6/2026	
Warner, Amelia	FWJH	Class Coverage	$12.50/hr added to hourly rate	1.67 hrs	N/A	10/7/2026	
Weaver Jr, Alvis	FWHS	Marching Band Assistant Director	$1,125.00	N/A	N/A	2026-2027	Split with Lauren O'Donnell
Welch, Alton	FWJH	Soccer Assistant Girls	$2,556.32	N/A	N/A	2026-2027	Includes 11% Longevity
Yang, Ivan	FWHS	Class Coverage	$12.50/hr added to hourly rate	1.0 hr	N/A	10/1/2026	
Yang, Ivan	FWHS	Class Coverage	$12.50/hr added to hourly rate	1.0 hr	N/A	10/9/2026	
Zavala, Jacqueline	FWHS	Additional Hours - Facilitate Hall of Fame	Hrly Rate	NTE 10 hrs	N/A	10/05/2026 - 10/09/2026	

LEGEND:
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FTE: Full Time Equivalent
YOE: Years of Experience ($350.00 per year for certified/professional; $0.20 per hour for classified)
(P): Prorated due to date of hire and/or less than 1.0 FTE
CEIP: College Credit by Exam Incentive Program

Flowing Wells School District
Personnel Action Summary

Professional Development

October 27, 2026

Name	Location	Workshop	Pay	Hrs	Date
Aguirre, Shalina	Davis	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Brown, Derek	Richardson	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Camacho, Jacqueline	District-ESS	K-5 Math	Contract Day	6.0 hrs	11/3/2026
DeLuca, Alissandra	Laguna	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Estolano, Andrea	Hendricks	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Fink, Jillian	Centennial	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Foulk, Brianna	Hendricks	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Graf, Marcy	Davis	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Hatfield, Tess	Centennial	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Howell, Jessica	Hendricks	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Kay, Leah	Laguna	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Lovio, Jesus	Davis	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Macias, Oziris	Douglas	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Mendola, Tiffany	Centennial	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Murray, Caitlin	Laguna	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Nogami, Christopher	Davis	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Schmidt, Alan	Laguna	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Whelan, Tara	Centennial	K-5 Math	Contract Day	6.0 hrs	11/3/2026
Gutierrez Hernandez, Lizbet	FWJH	Junior High Social Studies Curriculum Day	Contract Day	6.0 hrs	11/4/2026
Lewis, Justin	FWJH	Junior High Social Studies Curriculum Day	Contract Day	6.0 hrs	11/4/2026
McCann, Emily	FWJH	Junior High Social Studies Curriculum Day	Contract Day	6.0 hrs	11/4/2026
McClellan, Kyndall	FWJH	Junior High Social Studies Curriculum Day	Contract Day	6.0 hrs	11/4/2026
Amarillas, Rosa	Laguna	Engaging Learners	Contract Day	6.0 hrs	11/5/2026
Brindley, Brian	FWJH	Engaging Learners	Contract Day	6.0 hrs	11/5/2026
Fanella, Carly	Richardson	Engaging Learners	Contract Day	6.0 hrs	11/5/2026
Gildea, Ashton	FWHS	Engaging Learners	Contract Day	6.0 hrs	11/5/2026
Groom, Jasmin	Centennial	Engaging Learners	Contract Day	6.0 hrs	11/5/2026
Gutierrez Hernandez, Lizbet	FWJH	Engaging Learners	Contract Day	6.0 hrs	11/5/2026
Holly, Shane	FWHS	Engaging Learners	Contract Day	6.0 hrs	11/5/2026
Lambson, Cory	FWJH	Engaging Learners	Contract Day	6.0 hrs	11/5/2026
Lopez, Stephanie	Douglas	Engaging Learners	Contract Day	6.0 hrs	11/5/2026
Morgan, Troy	Douglas	Engaging Learners	Contract Day	6.0 hrs	11/5/2026

Flowing Wells School District
Personnel Action Summary

Professional Development

October 27, 2026

Murphy, John	Centennial	Engaging Learners	Contract Day	6.0 hrs	11/5/2026
Powers, Michelle	Davis	Engaging Learners	Contract Day	6.0 hrs	11/5/2026
Randolph, Kayla	Hendricks	Engaging Learners	Contract Day	6.0 hrs	11/5/2026
Trainor, Molly	FWHS	Engaging Learners	Contract Day	6.0 hrs	11/5/2026
Walker, Kent	FWHS	Engaging Learners	Contract Day	6.0 hrs	11/5/2026
Wook, Kristin	Centennial	Engaging Learners	Contract Day	6.0 hrs	11/5/2026
Amjad, Ammara	Laguna	New SPED Teacher PLC	$20.00/hr	1.5 hrs	11/9/2026
Brown, Peyton	FWJH	New SPED Teacher PLC	$20.00/hr	1.5 hrs	11/9/2026
Caballero-Welchert, Jessica	FWHS	New SPED Teacher PLC	$20.00/hr	1.5 hrs	11/9/2026
Coakley, Lanaiya	FWJH	New SPED Teacher PLC	$20.00/hr	1.5 hrs	11/9/2026
Hatfield, Tess	Centennial	New SPED Teacher PLC	$20.00/hr	1.5 hrs	11/9/2026
Koellisch, Gabrielle	Laguna	New SPED Teacher PLC	$20.00/hr	1.5 hrs	11/9/2026
Masterson, Raychel	Laguna	New SPED Teacher PLC	$20.00/hr	1.5 hrs	11/9/2026
McDonnell, Kathleen	Davis	New SPED Teacher PLC	$20.00/hr	1.5 hrs	11/9/2026
Nuñez, Lauren	Richardson	New SPED Teacher PLC	$20.00/hr	1.5 hrs	11/9/2026
Roll, Sonja	FWHS	New SPED Teacher PLC	$20.00/hr	1.5 hrs	11/9/2026
Shepard, Crystal	FWJH	New SPED Teacher PLC	$20.00/hr	1.5 hrs	11/9/2026
Wook, Kristin	Centennial	New SPED Teacher PLC	$20.00/hr	1.5 hrs	11/9/2026
Yslas, David	Richardson	New SPED Teacher PLC	$20.00/hr	1.5 hrs	11/9/2026
Denogean, Aaron	FWHS	Algebra I PLC	$20.00/hr	1.0 hr	11/12/2026
Heft, Elizabeth	FWHS	Algebra I PLC	$20.00/hr	1.0 hr	11/12/2026
Brown, Peyton	FWJH	SEAS PLC	$20.00/hr	1.5 hrs	11/12/2026
Caballero-Welchert, Jessica	FWHS	SEAS PLC	$20.00/hr	1.5 hrs	11/12/2026
Fukutomi, Maya	Richardson	SEAS PLC	$20.00/hr	1.5 hrs	11/12/2026
Nuñez, Lauren	Richardson	SEAS PLC	$20.00/hr	1.5 hrs	11/12/2026
Yslas, David	Richardson	SEAS PLC	$20.00/hr	1.5 hrs	11/12/2026
Autenreith, Todd	Davis	Elementary Resource Math PLC	$20.00/hr	1.5 hrs	11/19/2026
Davey, Demitria	Hendricks	Elementary Resource Math PLC	$20.00/hr	1.5 hrs	11/19/2026
Fanella, Carly	Richardson	Elementary Resource Math PLC	$20.00/hr	1.5 hrs	11/19/2026
Gossett, Bradley	Laguna	Elementary Resource Math PLC	$20.00/hr	1.5 hrs	11/19/2026
Hatfield, Tess	Centennial	Elementary Resource Math PLC	$20.00/hr	1.5 hrs	11/19/2026
Plourde, Emily	Douglas	Elementary Resource Math PLC	$20.00/hr	1.5 hrs	11/19/2026
Duarte, Inez	FWHS	High School Social Studies Curriculum Day	Contract Day	6.0 hrs	11/19/2026

Flowing Wells School District
Personnel Action Summary

Professional Development

October 27, 2026

Finley, Michael	SPHS	High School Social Studies Curriculum Day	Contract Day	6.0 hrs	11/19/2026
Gutierrez, Alex	FWHS	High School Social Studies Curriculum Day	Contract Day	6.0 hrs	11/19/2026
Lodge, Rachel	FWHS	High School Social Studies Curriculum Day	Contract Day	6.0 hrs	11/19/2026
Mann, Jeffrey	FWHS	High School Social Studies Curriculum Day	Contract Day	6.0 hrs	11/19/2026
Pakka, Robin	FWHS	High School Social Studies Curriculum Day	Contract Day	6.0 hrs	11/19/2026
Priest, John	FWHS	High School Social Studies Curriculum Day	Contract Day	6.0 hrs	11/19/2026
Smith, Marian	FWHS	High School Social Studies Curriculum Day	Contract Day	6.0 hrs	11/19/2026
Walker, Kent	FWHS	High School Social Studies Curriculum Day	Contract Day	6.0 hrs	11/19/2026
Wingate, Jeanette	FWHS	High School Social Studies Curriculum Day	Contract Day	6.0 hrs	11/19/2026
Youmans, Julie	FWHS	High School Social Studies Curriculum Day	Contract Day	6.0 hrs	11/19/2026
Burch, Ethan	FWHS	PD Book Club - Q2 Groups	$20.00/hr	2.0 hrs	11/02/2026 - 12/10/2026
Dietrich, Jessica	FWHS	PD Book Club - Q2 Groups	$20.00/hr	2.0 hrs	11/02/2026 - 12/10/2026
Farmer, Derek	FWHS	PD Book Club - Q2 Groups	$20.00/hr	2.0 hrs	11/02/2026 - 12/10/2026
Frey, Amber	Centennial	PD Book Club - Q2 Groups	$20.00/hr	2.0 hrs	11/02/2026 - 12/10/2026
Gleeson, David	FWHS	PD Book Club - Q2 Groups	$20.00/hr	2.0 hrs	11/02/2026 - 12/10/2026
Hayes, Ashley-Marie	FWHS	PD Book Club - Q2 Groups	$20.00/hr	2.0 hrs	11/02/2026 - 12/10/2026
Hinrichs, Taylor	Douglas	PD Book Club - Q2 Groups	$20.00/hr	2.0 hrs	11/02/2026 - 12/10/2026
Lee, Kristina	FWJH	PD Book Club - Q2 Groups	$20.00/hr	2.0 hrs	11/02/2026 - 12/10/2026
Nilson, Seth	FWJH	PD Book Club - Q2 Groups	$20.00/hr	2.0 hrs	11/02/2026 - 12/10/2026
Reynolds, Caitlin	FWHS	PD Book Club - Q2 Groups	$20.00/hr	2.0 hrs	11/02/2026 - 12/10/2026
Switalski, Ashley	Douglas	PD Book Club - Q2 Groups	$20.00/hr	2.0 hrs	11/02/2026 - 12/10/2026
Thompson, Adam	FWHS	PD Book Club - Q2 Groups	$20.00/hr	2.0 hrs	11/02/2026 - 12/10/2026
Varas-Nelson, Cora	Douglas	PD Book Club - Q2 Groups	$20.00/hr	2.0 hrs	11/02/2026 - 12/10/2026
Wook, Kristin	Centennial	PD Book Club - Q2 Groups	$20.00/hr	2.0 hrs	11/02/2026 - 12/10/2026
Abeytia, Jule	Davis	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Aguirre, Shalina	Davis	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Andersen, Hanne	Douglas	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Ayon, Elsa	Douglas	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Boeck, Jessica	Laguna	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Bostic, Tracy	Centennial	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Brown, Derek	Richardson	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Buckley, Nicole	Laguna	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Campa, Elizabeth	Hendricks	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026

Flowing Wells School District
Personnel Action Summary

Professional Development

October 27, 2026

Cline, Samantha	Douglas	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Cooke, Kristen	Richardson	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Davila, Alexia	Douglas	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Derrig, Denise	Richardson	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
DeVries, Brandi	Laguna	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Estolano, Andrea	Hendricks	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Fellenzer, Allison	Richardson	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Fink, Jillian	Centennial	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Foulk, Brianna	Hendricks	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Gallego, Charly	Richardson	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Garcia, Lia	Laguna	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Groom, Jasmin	Centennial	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Hatfield, Tess	Centennial	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Henningson, Marcia	Laguna	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Howell, Sydney	Laguna	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Jacobson, Kristyn	Richardson	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Kay, Leah	Laguna	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Lawson, Lisa	Douglas	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Lopez, Stephanie	Douglas	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Lovio, Jesus	Davis	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Macias, Oziris	Douglas	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Martin, Keith	Davis	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Miguel, Karla	Hendricks	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Murray, Caitlin	Laguna	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Noriega, Lorena	Davis	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Pepe, Michaele	Richardson	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Plourde, Emily	Douglas	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Randolph, Kayla	Hendricks	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Rios, Veronica	Douglas	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Romero, Melissa	Davis	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Saraga, Sydney	Centennial	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Segroves, Susanne	Hendricks	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Skie, Taylor	Laguna	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026

Flowing Wells School District
Personnel Action Summary

Professional Development

October 27, 2026

Stephens, Lydia	Centennial	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Strickland, Kelsi	Hendricks	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Switalski, Ashley	Douglas	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Toney, Emily	Davis	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Van Derlaske, Danielle	Davis	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Wendt, Jessica	Hendricks	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Wilson, Amanda	Douglas	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026
Wook, Kristin	Centennial	K-5 Data Analysis Session 2 - Grades 3-5	$20.00/hr	2.0 hrs	11/30/2026 - 12/17/2026

LEGEND:
Pay: Total compensation minus Performance Pay
The Additional Comments section detail additional compensation.
NTE: Not To Exceed
BOY: Balance of Year
FTE: Full Time Equivalent
YOE: Years of Experience ($350.00 per year for certified/professional; $0.20 per hour for classified)
(P): Prorated due to date of hire and/or less than 1.0 FTE
CEIP: College Credit by Exam Incentive Program

Flowing Wells School District
Personnel Action Summary
Substitutes
October 27, 2026

Name	Hire Date	Certified/Support Staff	Rehire	Resignation	Comments
Srsen, Angela		Certified	10/19/2026		
Reis, Cary	10/19/2026	Certified			

Flowing Wells School District
Personnel Action Summary
Volunteers
October 27, 2026

Name	Volunteer Loction 1	Volunteer Location 2	Volunteer Location 3	Volunteer Location 4
Devoy, Alyssa	FWHS			
Schuck, Susan	Hendricks	EMELC		
Elliott Solheid	Hendricks			
West, Sara	All Sites			
Herron, Peggy	Centennial			
Trueblood, Stacy	Lagua	Davis		
Schuck, Eric	Davis			
Sierra, Elizabeth	Hendricks			
Rioux, Revecca	FWHS			
Koellish, Joseph	Laguna			
Lusane, Merlin	FWHS			
Payne, Jim	Richardson	FWHS	FWJH	
Payne, Judy	Richardson	FWHS	FWJH	
Miller, Stephanie	All Sites			
Payne, Jacquline	Richardson	FWHS	FWJH	
Gamez, Maura	Richardson			
Gamez, Robert	Richardson			

Flowing Wells School District
Personnel Action Summary
Long-Term Substitutes
October 27, 2026

Name	Location	Action To Approve	Pay	Effective Date	Position/Teacher
None for this meeting					

Flowing Wells School District
Personnel Action Summary
Professional Development for Substitutes
October 27, 2026

Name	Action to Approve	Pay	Hours	Date
None for this meeting				

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

F-1	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Information and Discussion regarding District Marketing Strategies

Submitted By: Dr. Kevin Stoltzfus/Dr. Tamára McAllister Date: October 22, 2026

Will Be Presented By: Dr. Kevin Stoltzfus/Dr. Tamára McAllister

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District administration presents for review a summary of our social media marketing strategies and outcomes, including paid advertisements on social media platforms.

Estimated Cost $ _____ ☒ See Additional Information Attached

Recommended Action:

☐ Approve ☐ Disapprove ☐ Table ☒ No Action Required

Division Head: Tamára McAllister Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

FLOWING WELLS UNIFIED SCHOOL DISTRICT

District Digital Marketing Update

Strategy, investment and results

Governing Board • October 27, 2026

Our Advertising Priorities

District Enrollment	Help families exploring school options discover Flowing Wells and learn more about our district.
Teacher Recruitment	Connect prospective educators with employment opportunities across the district.
Special Requests or Specific Needs	Provide targeted marketing and communication support in response to emerging school and program priorities.

A Strategic Approach to Advertising

Respond to a Need	Developed campaigns around district enrollment, unfilled preschool spaces, kindergarten enrollment, and teacher recruitment.
Identify the Audience and Next Step	Tailored each campaign to the families or prospective educators we wanted to reach, with a clear action for them to take.
Keep the Investment Focused	Used defined campaign periods and modest daily budgets.
Evaluate Campaign Performance	Monitor reach, clicks and cost per result to understand how each ad performs.

Reaching the Right Audience

Campaign focus	Audience approach	Next step
District Enrollment	Parents near the four closing Amphi elementary schools	Explore enrollment
Kindergarten Enrollment	Parents of children ages 3 to 5 near selected preschools and community locations	Kinder Round Up Page
Preschool Enrollment	Parents of children ages 3 to 5 near Marana and Oro Valley	Call EMELC
Teacher Recruitment	Ages 20 to 25 within 10 miles of the University of Arizona, with special education interests or backgrounds reflected in the targeting settings	View the job postings

District Enrollment Campaign

Campaign Dates: February 3 to February 28, 2026



THE MESSAGE

"When families are exploring school options, feeling confident in the fit matters. Flowing Wells offers an A-Rated district, caring schools, and a supportive community ready to welcome your child."

THE AUDIENCE

Targeted parents ages 25 to 45 with children ages 3 to 12 in areas within five miles of Copper Creek, Nash E. C., Frances Owen Holaway and Donaldson elementary schools.

$124.85
Spent

19,891
Views

9,930
Accounts Reached

246
Landing page views

$0.51
Per page view

Community Powered Enrollment Outreach

Organic Facebook post • Community sharing



THE OPPORTUNITY

The Superintendent's Parent Advisory Council (PAC) requested enrollment content members could share with family, friends, and neighbors.

THE APPROACH

Created a shareable district enrollment graphic highlighting the A rating, free kindergarten, STEAM programs, and before and after school care. Encouraged families to share the organic Facebook post.

9,752
Views

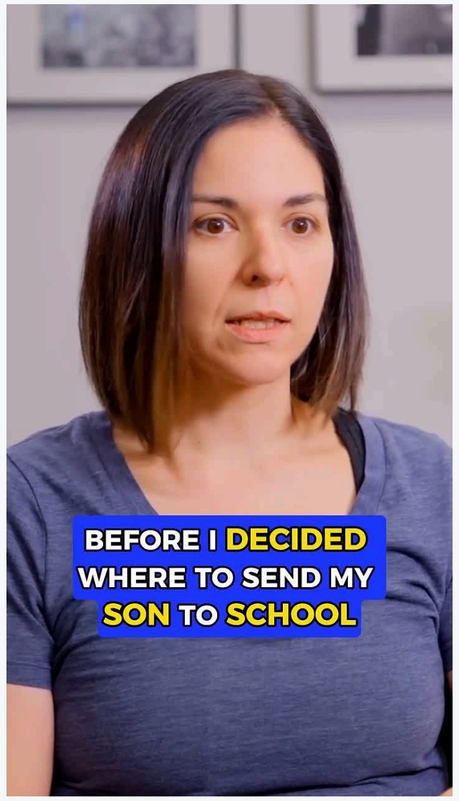
2,304
Accounts Reached

10
Shares

44.8%
Nonfollower views

District Enrollment Video Campaign

Campaign Dates: February 11 to March 20, 2026



THE MESSAGE

“Hear why parents and educators trust Flowing Wells for a safe, supportive, and lasting learning environment. When other things are changing, our commitment to your child’s success is permanent. From preschool to graduation, we’re here to help them succeed. 💙💛”

THE AUDIENCE

Targeted parents ages 25 and older with children ages 3 to 12 in areas within three miles of Copper Creek, Nash E. C., Frances Owen Holaway and Donaldson elementary schools.

$110.57	11,986	7,641	301	$0.37
Spent	Views	Accounts Reached	Landing page views	Per page view

Elementary Open Enrollment Video Campaign

Campaign Dates: February 11 to March 20, 2026



THE MESSAGE

“Exploring new school options for your child? Flowing Wells Unified School District is now accepting open enrollment applications for kindergarten through sixth grade. Safe campuses. Strong academics. Caring teachers. See if we’re the right fit for your family.”

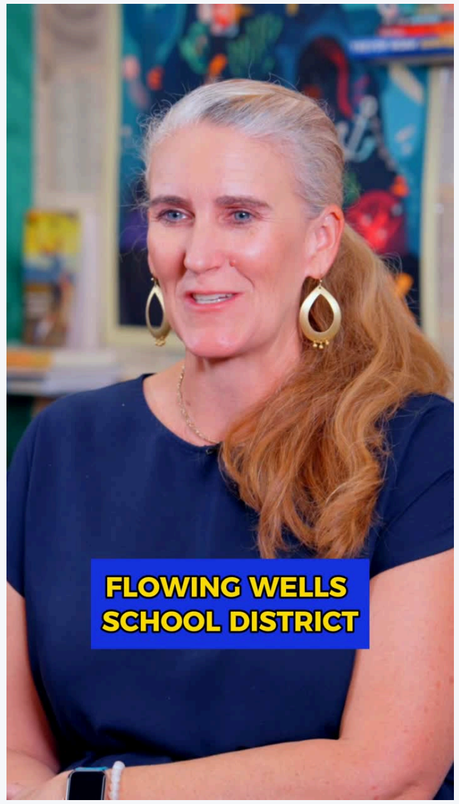
THE AUDIENCE

Targeted parents ages 25 to 45 with children ages 3 to 12 in areas within three miles of Copper Creek, Nash E. C. and Donaldson elementary schools. Advantage+ audience was on.

$110.56	16,537	8,597	319	$0.35
Spent	Views	Accounts Reached	Landing page views	Per page view

District Enrollment Campaign

Campaign Dates: February 16 to March 14, 2026



THE MESSAGE

“At Flowing Wells Unified School District, we know that every child’s path to success is different because one size does not fit all in education. Join a district that feels like a family and discover a place where your child truly belongs.”

THE AUDIENCE

Targeted parents ages 25 to 45 with children ages 3 to 12 in areas within nine miles of Nash E. C., Copper Creek and Donaldson elementary schools.

$111.84	17,920	11,489	507	$0.22
Spent	Views	Accounts Reached	Landing page views	Per page view

Kinder Round Up Campaign

Campaign Dates: February 25 to March 3, 2026



THE MESSAGE

"Starting kindergarten this fall? Join us for Kinder Round Up and see what makes our schools a great place to begin. We offer free, full day kindergarten in an A rated district where students are supported from day one. Find your school and register today. We can't wait to welcome your family 💙💛"

THE AUDIENCE

Targeted parents ages 23 to 45 with preschoolers ages 3 to 5, within one mile of nearby preschools and community centers.

$17.97
Spent

2,375
Accounts Reached

34
Landing page views

$0.53
Per page view

Special Education Teacher Recruitment

Campaign Dates: February 16 to February 28, 2026



THE MESSAGE

“The best part about teaching at Flowing Wells? Our students! If you're a Special Education teacher who wants to work with incredible students and make a real difference, we'd love to meet you. $3,000 Special Education stipend, nationally recognized new teacher induction and coaching, and a culture of excellence and deep student connection. Come be part of something meaningful.”

THE AUDIENCE

Targeted people within a 10 mile radius of the University of Arizona, with a special education field of study or relevant job titles, including Special Education Teacher, Resource Teacher, Behavior Specialist, and Elementary Special Education Teacher.

$86.07	15,078	6,401	193	$0.45
Spent	Views	Accounts Reached	Landing page views	Per page view

Preschool Openings: Static Ad

Campaign Dates: July 27 to August 4, 2026



THE MESSAGE

High-quality preschool. Affordable tuition. Emily Meschter Early Learning Center's half-day preschool program is available for $75 per week. Children learn through play while building the social, emotional, and academic skills that prepare them for kindergarten and beyond.
Now enrolling ages 3 to 5.

THE AUDIENCE

Targeted parents ages 18 to 65+ with preschoolers ages 3 to 5. Locations: within 25 miles of Casas Adobes, Marana and Oro Valley, plus one mile of the Amphitheater School District Office. Optimize locations and Advantage+ detailed targeting were on; Advantage+ audience was off.

$79.82	6,488	3,116	28	$2.85
Spent	Views	Accounts Reached	Phone link clicks	Per link click

Preschool Openings: Mister Ben Video Ad

Campaign Dates: July 27 to August 25, 2026



THE MESSAGE

Looking for a preschool where your child can learn, play, and grow? Emily Meschter Early Learning Center is enrolling children ages 3 to 5. Our caring teachers create a fun, engaging environment where children build confidence, make friends, and develop a love of learning. Half-day and full-day tuition spots are available. Call 520.696.8909 to learn more or schedule a tour. We'd love to meet your family!

THE AUDIENCE

Targeted parents ages 18 to 65+ with children ages 3 to 5, within 25 miles of Marana and within 25 miles of Oro Valley. Advantage+ detailed targeting enabled.

$276.69	18,858	6,062	104	$2.66
Spent	Views	Accounts Reached	Phone link clicks	Per phone link click

What Targeted Advertising Delivered

TOTAL INVESTMENT IN THE CAMPAIGNS PRESENTED

$918.37

THREE DISTRICT PRIORITIES

Enrollment, teacher recruitment, and filling open seats

94

01 DISTRICT + KINDERGARTEN

1,407

Visits to enrollment and kindergarten information

$475.79 spent

02 PRESCHOOL OPENINGS

132

Phone link clicks

$356.51 spent

03 TEACHER RECRUITMENT

193

Job page views

$86.07 spent

HOW THE BUDGET WAS ALLOCATED

52% / 39% / 9%



District and kindergarten

Preschool openings

Teacher recruitment

Facebook Outreach Helped Families Discover EMELC

7 to 21

Overall half day tuition enrollment
Start of year to September 30

Families enrolled through Facebook referrals and other pathways.

“My mom saw it on Facebook and told me to call.”

95

Parent feedback relayed by Tricia Gutiérrez, Director of Early Learning

Strengthening Our Marketing Funnel

AWARENESS
Families see our Facebook and Instagram ads

INITIAL ACTION
They click to learn more or call

FURTHER EXPLORATION
They consider the school's fit



ENROLLMENT
They choose Flowing Wells

96

Request a Tour

A personal connection.
A chance to
experience
our schools.

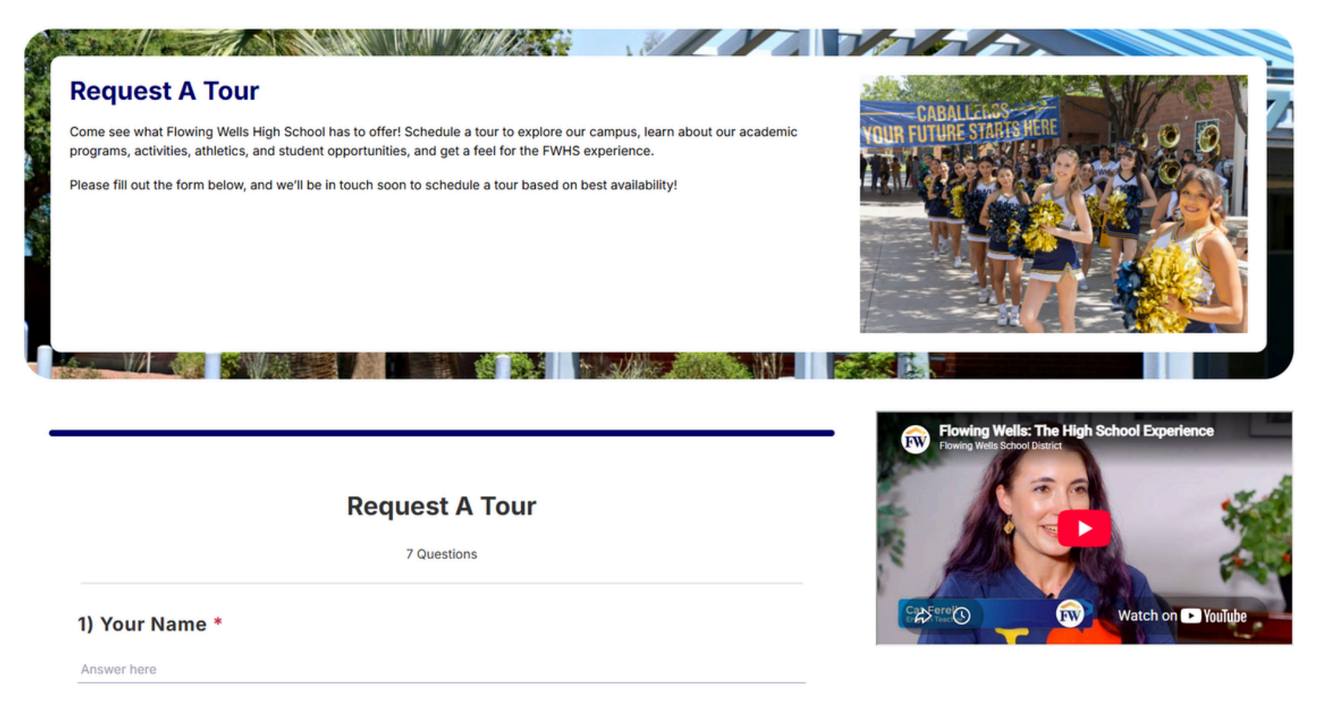
Request a Tour Is Ready for Families

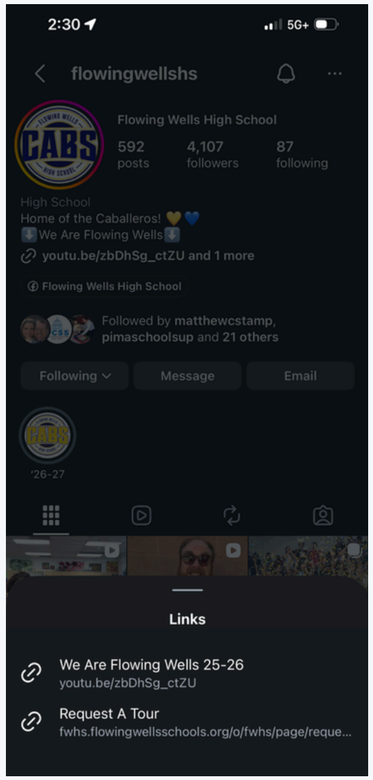
Choose a school	Each school has its own Request a Tour page and form.
Submit a request	Families share their contact information and interest in a tour.
Connect with staff	Requests reach school staff so they can follow up with families.

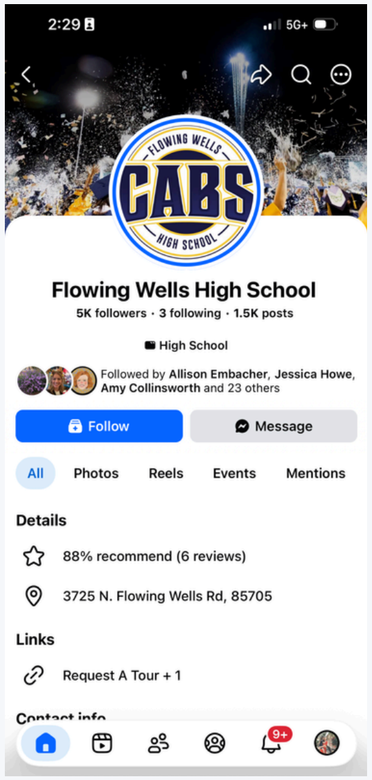
97

One Clear Next Step for Families

Find Request a Tour on school websites and social profiles.







Already Generating Interest Without Paid Ads

12 tour inquiries

Across four schools through October 19,
in only a few weeks of being live.

Upcoming enrollment ads can invite
families to request a school tour.

8 high school
2 early learning
2 elementary

99

Already Generating Interest Without Paid Ads

12 tour inquiries

Across four schools through October 19,
in only a few weeks of being live.

Upcoming enrollment ads can invite
families to request a school tour.

8 high school
2 early learning
2 elementary

100

FLOWING WELLS UNIFIED SCHOOL DISTRICT

Do you have any questions?

Strategy, investment and results

Governing Board • October 27, 2026

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

F-2 — Agenda Item Number

October 27, 2026 — Board Meeting Date

Item: Information and Discussion regarding Open Enrollment Trends

Submitted By: Dr. Kevin Stoltzfus/Dr. Tamára McAllister Date: October 22, 2026

Will Be Presented By: Dr. Kevin Stoltzfus/Dr. Tamára McAllister

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District administration provides information for review and discussion regarding open enrollment for the current year in comparison to the prior three years.

Estimated Cost $ _____ ☒ See Additional Information Attached

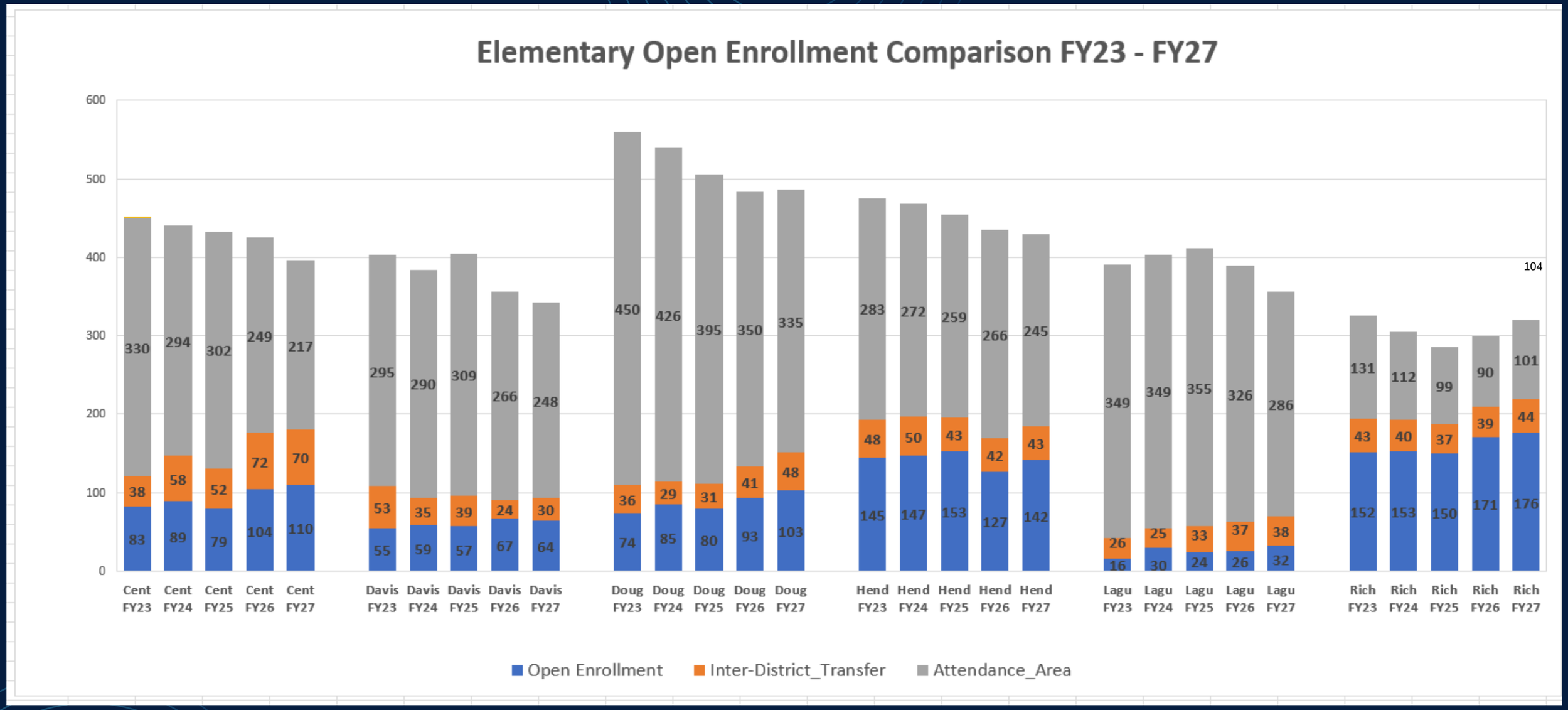
Recommended Action:

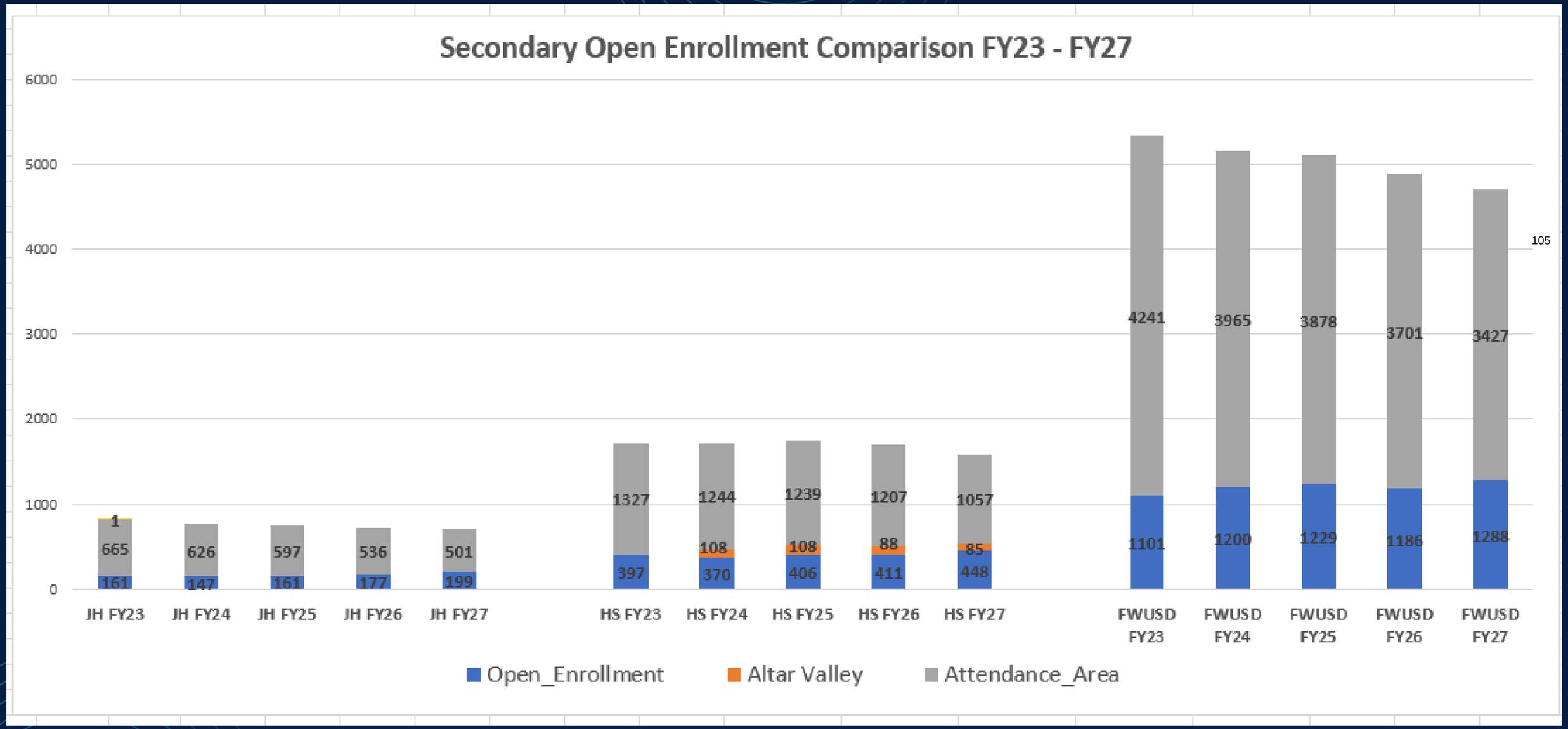
☐ Approve ☐ Disapprove ☐ Table ☒ No Action Required

Division Head: Tamára McAllister Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

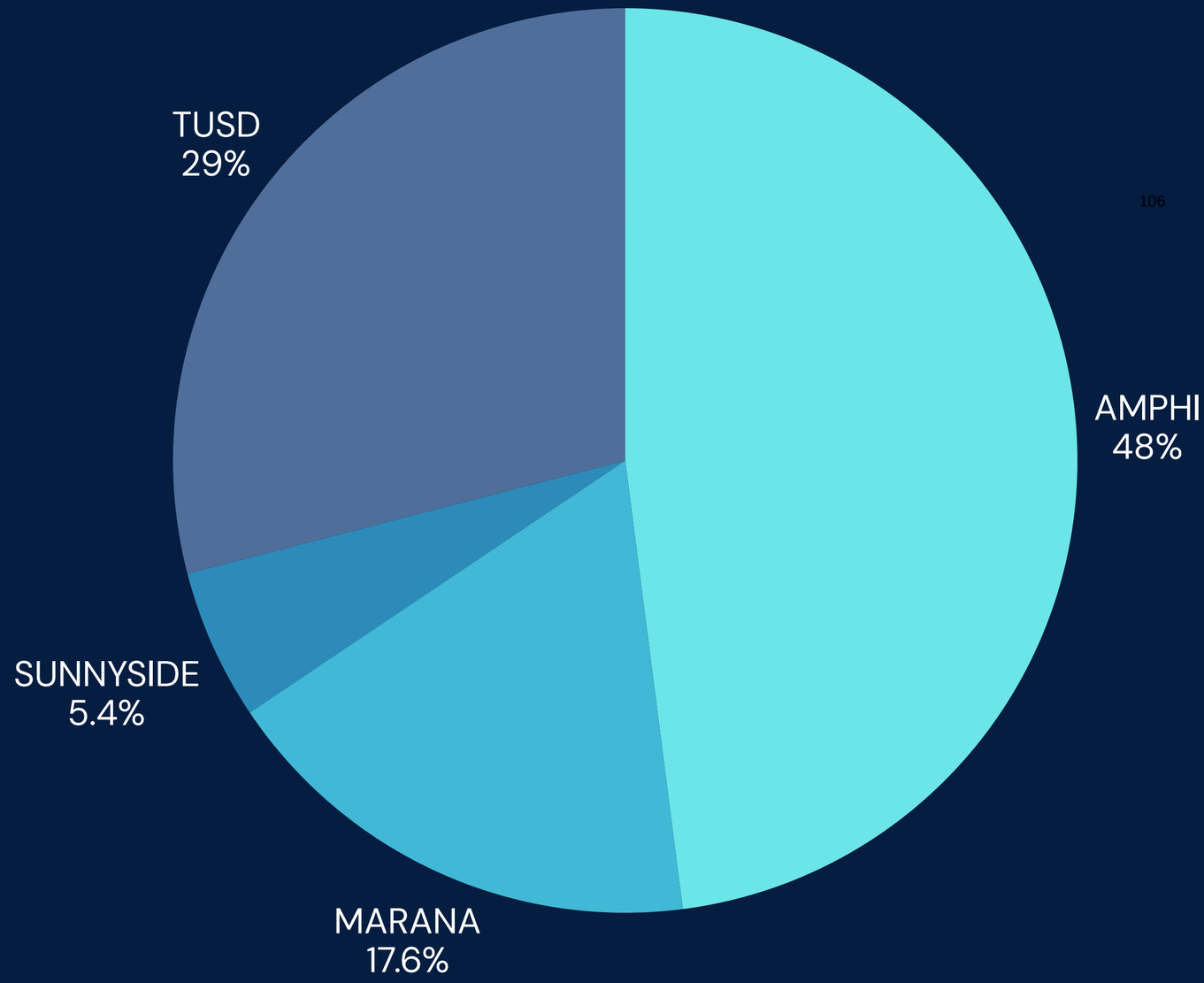
Open Enrollment
2026-2027 School Year


Elementary Open Enrollment Comparison FY23 - FY27
600
500
400
300
200
100
0
104
Cent FY23 330 38 83
Cent FY24 294 58 89
Cent FY25 302 52 79
Cent FY26 249 72 104
Cent FY27 217 70 110
Davis FY23 295 53 55
Davis FY24 290 35 59
Davis FY25 309 39 57
Davis FY26 266 24 67
Davis FY27 248 30 64
Doug FY23 450 36 74
Doug FY24 426 29 85
Doug FY25 395 31 80
Doug FY26 350 41 93
Doug FY27 335 48 103
Hend FY23 283 48 145
Hend FY24 272 50 147
Hend FY25 259 43 153
Hend FY26 266 42 127
Hend FY27 245 43 142
Lagu FY23 349 26 16
Lagu FY24 349 25 30
Lagu FY25 355 33 24
Lagu FY26 326 37 26
Lagu FY27 286 38 32
Rich FY23 131 43 152
Rich FY24 112 40 153
Rich FY25 99 37 150
Rich FY26 90 39 171
Rich FY27 101 44 176
Open Enrollment
Inter-District_Transfer
Attendance_Area


Secondary Open Enrollment Comparison FY23 - FY27
6000
5000
4000
3000
2000
1000
0
JH FY23
JH FY24
JH FY25
JH FY26
JH FY27
HS FY23
HS FY24
HS FY25
HS FY26
HS FY27
FWUSD FY23
FWUSD FY24
FWUSD FY25
FWUSD FY26
FWUSD FY27
1
665
161
626
147
597
161
536
177
501
199
1327
397
1244
108
370
1239
108
406
1207
88
411
1057
85
448
4241
1101
3965
1200
3878
1229
3701
1186
3427
1288
105
Open_Enrollment
Altar Valley
Attendance_Area

OE INTO FW

Amphitheater	636
TUSD	399
Marana	235
Altar Valley	100
Sunnyside	62
Sahuarita	7
Red Rock	7
Catalina Foothills	4
Vail	4
Baboquivari	1

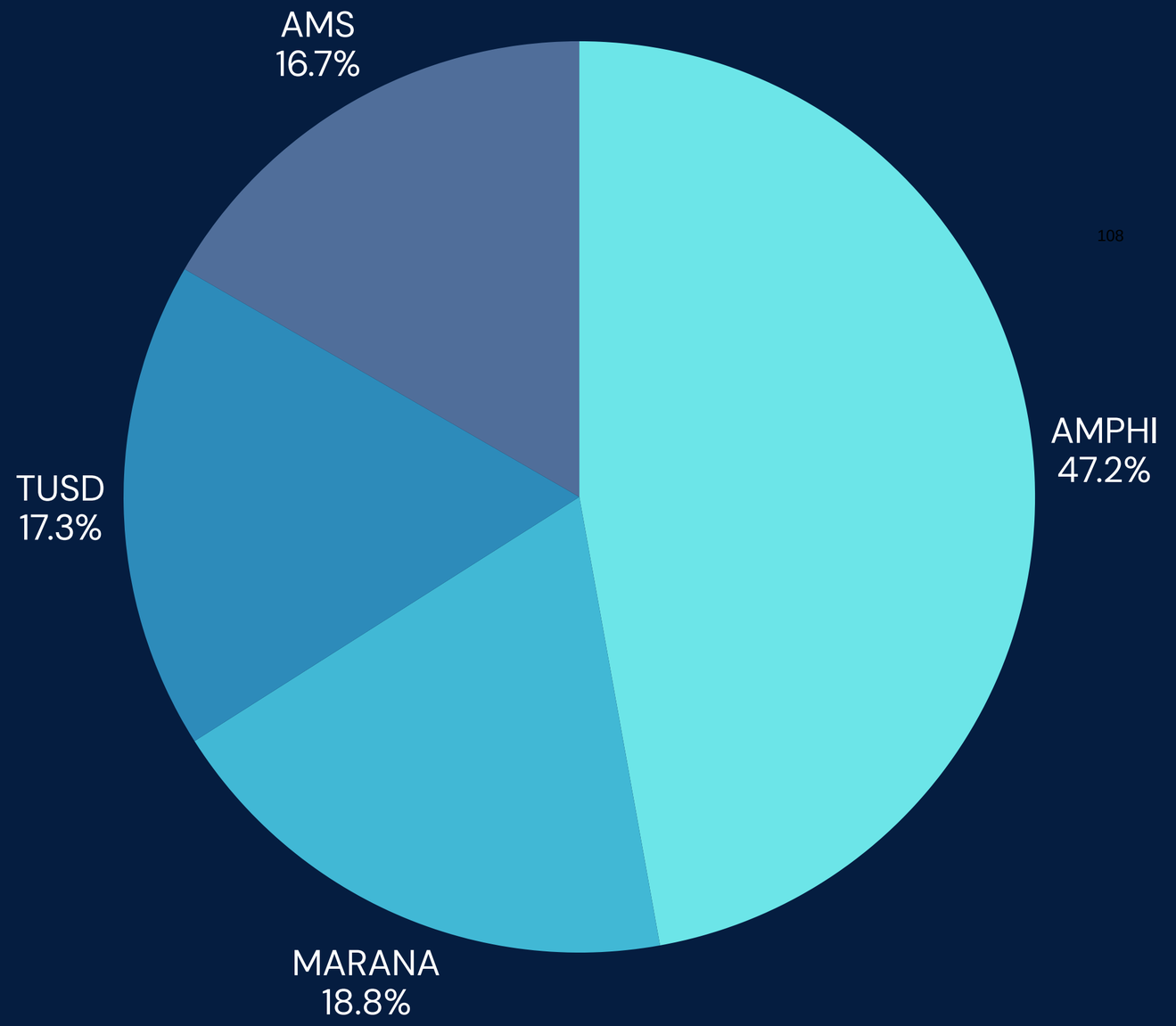


Students From Amphi School Closures

FW School	OE Students
Centennial	6
Davis	8
Douglas	12
Laguna	1
Hendricks	15
Richardson	14
Total	56

OE OUT OF FW

Amphitheater	268
Marana	109
TUSD	109
AMS	111
Sonoran Science	97
Legacy	55
Leman	52
Academy Del Sol	34
Basis	31
Carden of Tucson	29



SIDE BY SIDE COMPARISON

Tranfers In 1447

Transfers Out 1189

Net Gain 258

Amphitheater	574
TUSD	382
Marana	258
Altar Valley	100
Sunnyside	68
Sahuarita	7
Catlina Foothills	4
Vail	3
Red Rock	4
Baboquivari	1

Amphitheater	268
Marana	109
TUSD	109
AMS	111
Sonoran Science	97
Legacy	55
Leman	52
Academy Del Sol	34
American Virtual Academy	34
Catalina Foothills	26

Questions?

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

F-3	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Information and Discussion regarding Proposed Policy Revisions

Submitted By: Dr. Kevin Stoltzfus Date: October 22, 2026

Will Be Presented By: Dr. Kevin Stoltzfus

District administration presents for review proposed policy revisions, with no action to be taken at this meeting. Nearly all policies under review derive from Section G of the Policy Manual, related to Personnel. The attached document summarizes the revisions, and the accompanying policy drafts include strike-through text to indicate deletions and underlined text to indicate additions. The revisions would not result in substantive changes to existing policies, but would yield changes to policy titles and reference letters due to the consolidation of multiple related policies and the elimination of redundant policies. For example, the current policies in Section G often have parallel versions for certified/professional staff and for classified staff; the revisions under review would consolidate parallel policies into a single policy for all staff.

Estimated Cost $ _____ ☒ See Additional Information Attached

Recommended Action:

☐ Approve ☐ Disapprove ☐ Table ☒ No Action Required

Division Head: _____ Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____

Policy	Master Policy	Accept	Accept to Delete	Decline	Notes	P.A. No.
GA © PERSONNEL GOALS / PRIORITY OBJECTIVES	GA © PERSONNEL GOALS / PRIORITY OBJECTIVES		x		DELETED Policy GA — Personnel Goals / Priority Objectives Policy language formerly included in Policy GA has been revised and incorporated into Policy GB to improve clarity and alignment. Policy GA has been removed from the manual.	961
GB © GENERAL PERSONNEL POLICIES	GB © PERSONNEL POLICIES	x			Policy GB — General Personnel Policies The original language in Policy GB has been retained, while incorporating content from the former Policy GA to improve clarity and alignment. In addition, headings have been added, “General” was removed from the title, and one sentence encouraging employee participation in decision-making, previously found under the now-deleted Policy GBB, has been included under the heading Personnel Guidelines.	962
GBA EQUAL EMPLOYMENT OPPORTUNITY	GBA © EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION	x			Policy GBA — Equal Employment Opportunity Regulation GBA-R — Equal Employment Opportunity Exhibit GBA-E — Equal Employment Opportunity The titles of the policy, regulation, and exhibit have been updated to include “and Non-Discrimination,” now reading Equal Employment Opportunity and Non-Discrimination. Language aligned with Policy AC – Nondiscrimination/Equal Opportunity has been incorporated, and additional revisions were made to expand and clarify the policy. In addition, headings were added to the regulation, and the exhibit was revised to include a date line next to the signature line for clarity.	963
GBA-R ©	GBA-R ©	x			See above.	963
GBA-E ©	GBA-E ©	x			See above.	963
	GBAC © INDIAN PREFERENCE IN EMPLOYMENT			x	Policy GBAC — Indian Preference in Employment Legal references have been updated in Policy GBAC.	964
GBB © STAFF INVOLVEMENT IN DECISION MAKING	GBB © STAFF INVOLVEMENT IN DECISION MAKING		x		DELETED Policy GBB — Staff Involvement in Decision Making Language from Policy GBB encouraging employee participation in decision-making has been condensed and incorporated into Policy GB under the heading Personnel Guidelines. Therefore, Policy GBB has been removed from the model manual.	965
GBEA © STAFF ETHICS	GBEA © ETHICS AND CODE OF CONDUCT	x			Policy GBEA - Staff Ethics The policy title has been updated to include "and Code of Conduct," now reading Ethics and Code of Conduct. Content from former Policy GBEB addressing potential consequences for District employees who violate rules has been incorporated into Policy GBEA. Accordingly, Policy GBEB has been removed from the model manual. Provisions concerning the use of physical force have been cross-referenced in Regulation GBEA-R (M.) and in Policy JLDB, while the reference to unauthorized weapons possession or carry in the opening paragraph has been removed, as this topic is already addressed in Regulation GBEA-R (G.). The legal references have also been updated to include A.R.S. 15-105, relating to restraint, and A.R.S. 13-403, relating to the use of physical force. Under the new Code of Conduct heading in Policy GBEA, the list of staff expectations has been revised for clarity and expanded to include provisions on protecting students (C.) and maintaining confidentiality (M)	966
	GBEA-R ©	x			Regulation GBEB-R and Exhibit GBEB-E have been recodified as GBEA-R and GBEA-E, respectively, with corresponding removals from the model manual. Additional information concerning restraint and seclusion (M.) and inappropriate personal relationships with students (L.) has been added to Regulation GBEA-R. Finally, staff expectation language originally contained in GBEB-R has been updated for clarity and incorporated into Policy GBEA under the Code of Conduct section, as well as Policy ECAC under the heading Observed Weapons and Drug-Free School Zone Violations and Regulation ECAC-R under the heading Suspected Crimes or Incidents Reporting.	966
	GBEA-E ©	x			See above.	966

GBEAA © STAFF CONFLICT OF INTEREST	GBEAA © CONFLICT OF INTEREST	x			Policy GBEAA — Staff Conflict of Interest Policy GBEAA was revised to add hiring provisions, including the substitute-teacher exception for small school districts in A.R.S. 15-421, for clarity. The policy was also aligned more closely with Arizona conflict-of-interest law, including the substantial-interest framework in A.R.S. 38-502 through 38-509, and the Uniform System of Financial Records (USFR) guidance regarding annual employee conflict-of-interest disclosures and retention of related records. The titles of the policy and exhibit were updated to Conflict of Interest. The exhibit was further revised to clarify employee disclosure obligations, where disclosures are to be filed and maintained, and when updated disclosures must be submitted.	967
GBEAA-E	GBEAA-E ©	x			See above.	967
GBEB © STAFF CONDUCT	GBEB © STAFF CONDUCT		x		Policy GBEB — Staff Conduct DELETED Regulation GBEB-R — Staff Conduct DELETED Exhibit GBEB-E — Staff Conduct Information from Policy GBEB was incorporated into Policy GBEA and Regulation GBEA-R; therefore, Policy GBEB has been removed from the model manual. Regulation GBEB-R and Exhibit GBEB-E have been recodified as GBEA-R and GBEA-E, respectively, with the corresponding removals of GBEB-R and GBEB-E from the model manual.	968
GBEB-R ©	GBEB-R ©		x		See above.	968
GBEB-E ©	GBEB-E ©		x		See above.	968
GBEBB © STAFF CONDUCT WITH STUDENTS	GBEBB © CONDUCT WITH STUDENTS	x			Policy GBEBB — Staff Conduct with Students Policy GBEBB was reorganized and reworded for clarity to emphasize employee expectations regarding professional relationships with students and appropriate staff conduct. The revised policy consolidates supervision, behavioral, and professional standards into a concise list format and reinforces compliance with A.R.S. 15-105 and Policy JLDB on restraint and seclusion.	969
GBEBC © GIFTS TO AND SOLICITATIONS BY STAFF MEMBERS	GBEBC © GIFTS TO AND SOLICITATIONS BY EMPLOYEES	x			Policy GBEBC — Gifts to and Solicitations by Staff Members Policy GBEBC was reworded for clarity, and existing provisions regarding gifts to employees and gifts to students were separated into distinct sections with new headings for easier reference.	970
GBEC © DRUG - FREE WORKPLACE	GBEC © ALCOHOL AND DRUG - FREE WORKPLACE	x			Policy GBEC - Drug - Free Workplace Policy GBEC has been updated to incorporate language from Policies GBECA and GBECB; therefore, those policies have been removed from the model manual. To reflect the expanded content, the policy, regulation, and exhibit titles have been revised to Alcohol and Drug-Free Workplace. Additional information clarifying the possession of alcohol in an employee's personal vehicle was added under the heading Exceptions, and new definitions and subheadings were included to enhance clarity and organization. The accompanying Exhibit GBEC-E was also updated to specify that an employee's notification to their supervisor of a conviction must be made in writing, clarifying the required method of notification. Exhibit GBEC-EB was recodified as Regulation GBEC-R due to its content, and Legal References were updated.	971
GBEC-EB ©	GBEC-R ©	x			See above.	971
GBEC-EA ©	GBEC-E ©	x			See above.	971
GBECA © NONMEDICAL USE OR ABUSE OF DRUGS OR ALCOHOL	GBECA © NONMEDICAL USE OR ABUSE OF DRUGS OR ALCOHOL		x		DELETED GBECA — Nonmedical Use or Abuse of Drugs or Alcohol Language from Policy GBECA was incorporated into Policy GBEC; therefore, Policy GBECA has been removed from the model manual.	972
GBECB © ALCOHOL USE BY STAFF MEMBERS	GBECB © ALCOHOL USE BY STAFF MEMBERS		x		DELETED Policy GBECB — Alcohol use by Staff Members Language from Policy GBECB was incorporated into Policy GBEC; therefore, Policy GBECB has been removed from the model manual.	973
GBED © SMOKING BY STAFF MEMBERS	GBED © SMOKING	x			Policy GBED — Smoking by Staff Members Headings were added for organization, and clarifying language was included under Violations to specify that employees who violate the policy are subject to disciplinary action, up to and including dismissal. Additional language was added under Exceptions to address the possession of legal tobacco products, tobacco substitutes, electronic cigarettes, or vapor products in an employee's locked personal vehicle, while maintaining the prohibition on their use on District property or at District-sponsored activities.	974

GBEF STAFF USE OF DIGITAL COMMUNICATIONS AND ELECTRONIC DEVICES	GBEF © PORTABLE WIRELESS COMMUNICATIONS DEVICES	x			Policy GBEF — Staff Use of Digital Communications and Electronic Devices Language from Policy GBEFA was incorporated into Policy GBEF; therefore, Policy GBEFA was removed from the model manual. The definition of social media was streamlined and modernized for clarity and relevance. References to specific platforms and technologies (e.g., Facebook, LinkedIn, X, YouTube, Android, iPhone) were removed to ensure the policy remains current as technologies evolve. The revised language groups these platforms into broader categories, such as social networking sites, blogs, microblogs, and content or virtual communities, and retains the reference to "successor protocols" to encompass emerging forms of communication. The overall update reduces redundancy, simplifies technical descriptions, and enhances long-term applicability without altering the intent of the policy. Headings were also added to improve organization, and a reference to the Child Internet Protection Act (CIPA) was included under the heading Guidelines.	975
GBEFA © STAFF USE OF DIGITAL WIRELESS COMMUNICATIONS OR ELECTRONIC DEVICES WHILE OPERATING A MOTOR VEHICLE	GBEFA © STAFF USE OF DIGITAL WIRELESS COMMUNICATIONS OR ELECTRONIC DEVICES WHILE OPERATING A MOTOR VEHICLE		x		DELETED Policy GBEFA - Staff Use of Digital Wireless Communications or Electronic Devices While Operating a Motor Vehicle Language from Policy GBEFA was incorporated int Policy GBEF under the following headings: *Operating a Portable Wireless Communication Device While Driving, Definitions,* and *Training* ; therefore, Policy GBEFA was removed from the manual.	976
	GBGA © HEALTH	x			Newly created Policy GBGA consolidates health, safety, and protective measures previously contained in Policies GBGB, GBGC, GBGCA, and GBGCB; therefore, these policies have been removed from the model manual. Disease-specific language regarding HIV/AIDS transmission, as well as the paragraph describing notification to staff with special vulnerabilities during outbreaks, have been removed from GBGA. These topics are now addressed generally through provisions on universal precautions, confidentiality, and reporting/notification, with references to applicable public-health directives. Language from former Policy GBGC regarding Districtdirected medical tests or examination for employment, retention, or when an employee's condition warranted examination was not carried forward, as GBGA is focused on communicable-disease management, bloodborne-pathogen controls, immunizations, universal precautions, and eye protection. For reference, the Equal Employment Opportunity Commission's (EEOC) Enforcement Guidance on Disability-Related Inquiries and Medical Examinations of Employees under the ADA provides the applicable standard for employer-required medical examinations. Language under the heading Threats from GBGB was also not carried forward because	977
	GBGA-EA ©	x			See description for GBGA above	977
	GBGA-EB ©	x			See description for GBGA above	977
	GBGA-RA ©	x			See description for GBGA above	977
	GBGA-RB ©	x			See description for GBGA above	977
GBGB © STAFF PERSONAL SECURITY AND SAFETY	GBGB © STAFF PERSONAL SECURITY AND SAFETY		x		DELETED Policy GBGB - Staff Personal Security and Safety Language from Policy GBGB pertaining to Eye Protective Devices has been incorporated into Policy GBGA under that heading; accordingly, Policy GBGB has been removed from the model manual. As noted in Policy Advisory 977, the language under the heading Threats was not carried forward as those protocols are generally addressed in the District's safety and security plans. Provisions from Regulation GBGB-R regarding Eye Protective Devices have been recodified as GBGA-RB; accordingly, GBGB-R has been removed from the model manual.	978
GBGB-R ©	GBGB-R ©		x		See above.	978
GBGC © EMPLOYEE ASSISTANCE	GBGC © EMPLOYEE ASSISTANCE		x		DELETED Policy GBGC - Employee Assistance Language from Policy GBGC was incorporated into Policy GBGA under the headings Required Compliance Procedures and Bloodborne Pathogens Exposure; accordingly, Policy GBGC has been removed from the model manual. As noted in Policy Advisory 977, the EEOC provides guidance regarding the standard for employers seeking medical examinations of employees. Exhibit GBGC-E has been recodified as GBGA-EA; accordingly, GBGC-E has been removed from the model manual.	979
GBGC-E ©	GBGC-E ©		x		See above.	979

GBGCA © WELLNESS PROGRAMS	GBGCA © WELLNESS PROGRAMS		x		DELETED Policy GBGCA - Wellness Programs A general statement from Policy GBGCA was incorporated into Policy GBGA under the heading Immunization, and disease-specific immunity information was incorporated into Regulation GBGA-RA; therefore, Policy GBGCA was removed from the model manual. Regulation GBGCA-R was recodified as GBGA-RA; accordingly, GBGCA-R has been removed from the model manual.	980
GBGCA-R ©	GBGCA-R ©		x		See above.	980
GBGCB © STAFF HEALTH AND SAFETY	GBGCB © STAFF HEALTH AND SAFETY		x		DELETED Policy GBGCB - Staff Health and Safety Language from Policy GBGCB was incorporated into Policy GBGA under the headings Communicable Diseases, COVID-19, Universal Precautions, Exclusion from School, Reporting and Notification, Confidentiality, and Food Service Workers; accordingly, Policy GBGCB has been removed from the model manual. Exhibit GBGCB-E has been recodified as GBGA-EB; accordingly, GBGCB-E has been removed from the model manual.	981
GBGCB-E ©	GBGCB-E ©		x		See above.	981
GBGD © WORKERS' COMPENSATION	GBGD © WORKERS' COMPENSATION	x			Policy GBGD - Workers' Compensation The policy and regulation were revised to clarify coverage by replacing "accident" with "personal injury by accident," aligning the terminology with A.R.S. 23-904. Exhibit GBGD-E was also updated: Item "C." and the final paragraph were revised to align with EEOC/ADA return-to-work standards.	982
GBGD-R ©	GBGD-R ©	x			See above.	982
GBGD-E ©	GBGD-E ©	x			See above.	982
GBI © STAFF PARTICIPATION IN POLITICAL ACTIVITIES	GBI © PARTICIPATION IN POLITICAL ACTIVITIES	x			Policy GBI — Staff Participation in Political Activities Policy GBI was updated with minor edits, including expanding the prohibition on using District assets to influence elections to include “or any other thing of value of the District,” consistent with A.R.S. 15-511.	983
GBJ © PERSONNEL RECORDS AND FILES	GBJ © PERSONNEL RECORDS AND FILES	x			Policy GBJ — Personnel Records and Files NEW Regulation GBJ-R — Personnel Records and Files DELETED Exhibit GBJ-E — Personnel Records and Files Policy GBJ was reorganized with headings, and teacher confidentiality protections under A.R.S. 15-537 were added for clarity. Exhibit GBJ-E was recodified as a Regulation GBJ-R due to its compliance directive and replaced “bulleted above” with “listed above” in Item 4.a.	984
	GBJ-R ©	x			See description for GBJ above	984
GBJ-E ©	GBJ-E ©		x		See description for GBJ above	984
GBK © STAFF GRIEVANCES	GBK © GRIEVANCES	x			Policy GBK - Staff Grievances Policy GBK has been updated to include the Board's discretionary delegation to the Superintendent to establish an employee grievance procedure. Timelines remain a local decision; if the Board modifies the timelines in policy, the accompanying regulation and exhibits must be updated for consistency. Cross references were also added to the policy, and the regulation and exhibits were revised to specify "business" days for clarity and alignment with the policy.	985
GBK-R ©	GBK-R ©	x			See above.	985
GBK-EA ©	GBK-EA ©	x			See above.	985
GBK-EB ©	GBK-EB ©	x			See above.	985
GBK-EC ©	GBK-EC ©	x			See above.	985
GBK-ED ©	GBK-ED ©	x			See above.	985
GBK-EE ©	GBK-EE ©	x			See above.	985
GBP © PROHIBITED PERSONNEL PRACTICES	GBP © REPRISALS	x			Policy GBP — Prohibited Personnel Practices Policy GBP was retitled Reprisals to more accurately reflect its scope, improving alignment between the title and the policy’s content.	986
GCA © PROFESSIONAL STAFF POSITIONS	GCA © PROFESSIONAL STAFF POSITIONS		x		DELETED Policy GCA — Professional Staff Positions Policy GCA has been removed from the model manual as its provisions are primarily operational and generally covered by HR procedures. Districts may retain the policy locally if it aligns with and supports their internal processes.	987
GCB © PROFESSIONAL STAFF CONTRACTS AND COMPENSATION	GCB © COMPENSATION	x			Policy GCB — Professional Staff Contracts and Compensation Policy GCB was reorganized with headings and added definitions to improve clarity. Content from Policies GCBD, GDB, and GDBD was consolidated into GCB; accordingly, GCBD, GDB, and GDBD have been removed from the model manual. The title was revised to Compensation to better reflect the policy’s scope and contents.	988

GCBA PROFESSIONAL STAFF SALARY SCHEDULES	GCBA © SALARIES	x (revised version)			Policy GCBA — Professional Staff Salary Schedules Policy GCBA consolidates content from GCBC, GDBA, and GDBC; accordingly, those policies have been removed from the model manual. Headings were added for clarity, and the title was updated to Salaries to better reflect the policy's scope.	989
GCBC © PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS	GCBC © PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS		x		DELETED Policy GCBC — Professional Staff Supplementary Pay Plans Policy GCBC was incorporated into Policy GCBA under the heading Extra-Duty; accordingly, Policy GCBC was removed from the model manual.	990
GCBD © PROFESSIONAL STAFF FRINGE BENEFITS	GCBD © PROFESSIONAL STAFF FRINGE BENEFITS		x		DELETED Policy GCBD — Professional Staff Fringe Benefits Policy GCBD was incorporated into Policy GCB under the heading Salaries and Benefits; accordingly, Policy GCBD was removed from the model manual.	991
GCC PROFESSIONAL STAFF LEAVES AND ABSENCES	GCC © PROFESSIONAL / SUPPORT STAFF LEAVES AND ABSENCES		x		DELETED Policy GCC — Professional / Support Staff Leaves and Absences Policy GCC was incorporated into Policy GCCA under the heading Absent Without Leave; accordingly, Policy GCC was removed from the model manual.	992
GCCA PROFESSIONAL STAFF SICK LEAVE	GCCA © TYPES OF LEAVES	x (Revised Version)			Policy GCCA - Professional / Support Staff Sick Leave To improve clarity, reduce redundancy, and centralize statutory references in one place, multiple leave-related policies (GCC, GCCA, GCCB, GCCC, GCCD, GCCE, GCCF, GCCG, GCCH, GCD, GDCG, and GDD) were consolidated into a single, comprehensive policy (GCCA - Types of Leaves). The unified policy organizes all common leave types-sick leave and earned paid sick time (A.R.S. 23-372, 23-373), FMLA (29 U.S.C. 2601-2654; 29 C.F.R. Part 825), banked/voluntary sick-leave transfer, personal and bereavement leave, victim leave (A.R.S. 8-420/13-4439), jury duty (A.R.S. 21-236), voting leave (A.R.S. 16-402), military/USERRA (A.R.S. 26-168; 38-610; 38 U.S.C. 4303), holidays (A.R.S. 15-801), vacation leave, sabbatical leave (A.R.S. 15-510), professional development leave, unpaid leaves of absence, and absent without leave-under clear headings. Districts may localize details, such as the number and use of personal days, leave-request lead times, and vacation-leave provisions, within the updated policy or in accompanying regulations.	993
	GCCA-RA ©	x				993
	GCCA-RB ©	x				993
	GCCA-RC ©	x				993
	GCCA-E ©	x				993
GCCB PROFESSIONAL STAFF PERSONAL / EMERGENCY / RELIGIOUS LEAVE	GCCB © PROFESSIONAL / SUPPORT STAFF PERSONAL / EMERGENCY / RELIGIOUS LEAVE		x		DELETED Policy GCCB — Professional / Support Staff Personal / Emergency / Religious Leave Policy GCCB was incorporated into Policy GCCA under the heading Personal Leave; accordingly, Policy GCCB was removed from the model manual.	994
GCCC © PROFESSIONAL / SUPPORT STAFF LEAVES OF ABSENCE WITHOUT PAY	GCCC © PROFESSIONAL / SUPPORT STAFF LEAVES OF ABSENCE WITHOUT PAY		x		DELETED Policy GCCC - Professional / Support Staff Leaves of Absence without Pay Policy GCCC has been incorporated into Policy GCCA under the headings Family and Medical Leave, Leaves of Absence Without Pay, Requests for Leave, Approval, and Preservation of Rights for Continuing Certificated Teachers and Regulation GCCA-RB; accordingly, Policy GCCC has been removed from the model manual. Forms provided in Exhibits GCCC-EA, GCCC-EB, GCCC-EC, GCCC-ED, and GCCC-EE may now be accessed via the link provided in GCCA-RB under the heading Regulations, Process and Forms, accordingly, Exhibits GCCC-EA through GCCC-EE have been removed from the model manual.	995
GCCC-EA ©	GCCC-EA ©		x		See above.	995
GCCC-EB ©	GCCC-EB ©		x		See above.	995
GCCC-EC ©	GCCC-EC ©		x		See above.	995
GCCC-ED ©	GCCC-ED ©		x		See above.	995
GCCC-EE ©	GCCC-EE ©		x		See above.	995
GCCC © PROFESSIONAL / SUPPORT STAFF LEAVES OF ABSENCE WITHOUT PAY	GCCC © PROFESSIONAL / SUPPORT STAFF LEAVES OF ABSENCE WITHOUT PAY	NA			DELETED Policy GCCC — Professional / Support Staff Leaves of Absence without Pay (Fewer than 50 Employees) Content from Policy GCCC (applicable to districts with fewer than fifty employees) has been incorporated into Policy GCCA and Regulation GCCA-RB; accordingly, GCCC has been removed from the model manual.	996

GCCD © PROFESSIONAL / SUPPORT STAFF MILITARY / LEGAL LEAVE	GCCD © PROFESSIONAL / SUPPORT STAFF MILITARY / LEGAL LEAVE		x		DELETED Policy GCCD — Professional / Support Staff Military / Legal Leave Policy GCCD has been incorporated into Policy GCCA under the headings Victim Leave, Jury Duty Leave, and Military Leave; accordingly, Policy GCCD has been removed from the model manual. Exhibit GCCD-E has been recodified as GCCA-E; accordingly, GCCD-E has been removed from the model manual.	997
GCCD-E ©	GCCD-E ©		x		DELETED Exhibit GCCD-E - Professional / Support Staff Military / Legal Leave Exhibit GCCD-E has been recodified as GCCA-E; accordingly, GCCD-E has been removed from the model manual.	997
GCCE © PROFESSIONAL / SUPPORT STAFF CONFERENCES / VISITATIONS / WORKSHOPS	GCCE © PROFESSIONAL / SUPPORT STAFF CONFERENCES / VISITATIONS / WORKSHOPS		x		DELETED Policy GCCE — Professional / Support Staff Conferences / Visitations / Workshops Policy GCCE has been incorporated into Policy GCCA under the heading Professional Development Leave and Regulation GCCA-RC; accordingly, GCCE has been removed from the model manual.	998
GCCF SABBATICAL LEAVE	GCCF © SABBATICAL LEAVE		x		DELETED Policy GCCF — Sabbatical Leave Policy GCCF has been incorporated into Policy GCCA under the heading Sabbatical Leave; accordingly, GCCF has been removed from the model manual.	999
GCCG PROFESSIONAL /SUPPORT STAFF VOLUNTARY TRANSFER OF ACCRUED SICK LEAVE	GCCG © PROFESSIONAL STAFF VOLUNTARY TRANSFER OF ACCRUED SICK LEAVE			x	DELETED Policy GCCG - Professional Staff Voluntary Transfer of Accrued Sick Leave Policy GCCG has been removed from the model manual as its detailed, operational provisions are more appropriately addressed in District HR procedures or in a regulation. To preserve local flexibility, Policy GCCA now includes a concise sentence authorizing districts to offer a voluntary transfer of accrued sick leave (banked sick leave) at their option. This approach avoids prescriptive program details in policy and allows districts to tailor any sick-leave bank through a regulation and/or HR procedure. Districts that use a sick-leave bank may incorporate the prior elements in a GCCA regulation or retain GCCG locally if preferred. Accordingly, GCCG-RA and GCCG-RB have been removed from the model manual; districts that maintain a sick-leave bank may retain these regulations locally.	1000
	GCCG-RA ©	NA			DELETED Regulation GCCG-RA - Professional Staff Voluntary Transfer of Accrued Sick Leave Policy GCCG has been removed from the model manual as its detailed, operational provisions are more appropriately addressed in District HR procedures or in a regulation. To preserve local flexibility, Policy GCCA now includes a concise sentence authorizing districts to offer a voluntary transfer of accrued sick leave (banked sick leave) at their option. This approach avoids prescriptive program details in policy and allows districts to tailor any sick-leave bank through a regulation and/or HR procedure. Districts that use a sick-leave bank may incorporate the prior elements in a GCCA regulation or retain GCCG locally if preferred. Accordingly, GCCG-RA and GCCG-RB have been removed from the model manual; districts that maintain a sick-leave bank may retain these regulations locally.	1000
	GCCG-RB ©	NA			DELETED Regulation GCCG-RB - Professional Staff Voluntary Transfer of Accrued Sick Leave Policy GCCG has been removed from the model manual as its detailed, operational provisions are more appropriately addressed in District HR procedures or in a regulation. To preserve local flexibility, Policy GCCA now includes a concise sentence authorizing districts to offer a voluntary transfer of accrued sick leave (banked sick leave) at their option. This approach avoids prescriptive program details in policy and allows districts to tailor any sick-leave bank through a regulation and/or HR procedure. Districts that use a sick-leave bank may incorporate the prior elements in a GCCA regulation or retain GCCG locally if preferred. Accordingly, GCCG-RA and GCCG-RB have been removed from the model manual; districts that maintain a sick-leave bank may retain these regulations locally.	1000
GCCH PROFESSIONAL STAFF BEREAVEMENT LEAVE	GCCH © PROFESSIONAL / SUPPORT STAFF BEREAVEMENT LEAVE		x		DELETED Policy GCCH — Professional / Support Staff Bereavement Leave Policy GCCH is referenced in Policy GCCA under the heading Personal Leave; accordingly, GCCH has been removed from the model manual.	1001
GCD PROFESSIONAL STAFF VACATIONS AND HOLIDAYS	GCD © PROFESSIONAL STAFF VACATIONS AND HOLIDAYS		x		DELETED Policy GCD — Professional Staff Vacations and Holidays Policy GCD was incorporated into Policy GCCA under the headings Holiday Leave and Vacation Leave; accordingly, GCD was removed from the model manual.	1002

GCF © PROFESSIONAL STAFF HIRING	GCF © Hiring	x			NEW	1003
GCF-R ©	GCF-R ©	x			Regulation GCF-R - Professional Staff Hiring Regulation GDF-R was incorporated into GCF-R; accordingly, GDF-R was removed from the model manual.	1003
GCF-EA ©	GCF-EA ©	x			Exhibit GCF-EA - Professional Staff Hiring Exhibit GDF-EC was revised and incorporated into GCF-EA; accordingly, GDF-EC was removed from the model manual. Exhibit GDF-ED was revised and incorporated into GCF-EB; accordingly, GDF-ED was removed from the model manual. Exhibit GDF-EE was revised and incorporated into GCF-ED; accordingly, GDF-EE was removed from the model manual. Exhibit GCFE-E was recodified as GCF-EE, accordingly, GCFE-E was removed from the model manual. Exhibits GDF-EA and GDF-EB were revised and combined as GCF-EF.	1003
GCF-EB ©	GCF-EB ©	x			See above.	1003
GCF-EC ©	GCF-EC ©	x			See above.	1003
GCF-ED ©	GCF-ED ©	x			See above.	1003
	GCF-EE ©	x			See above.	1003
	GCF-EF ©	x			See above.	1003
GCFC © PROFESSIONAL STAFF CERTIFICATION AND CREDENTIALING REQUIREMENTS	GCFC © FINGERPRINTING REQUIREMENTS	x			Policy GCFC - Professional Staff Certification and Credentialing Requirements Policy GDFA was incorporated into Policy GCFC; accordingly, GDFA was removed from the model manual. The policy and exhibit titles were updated to Fingerprint Requirements as both documents address certificated and noncertificated employees. Exhibit GDFA-E was incorporated into GCFC-E; accordingly, GDFA-E was removed from the model manual.	1004
GCFC-E ©	GCFC-E ©	x			See above.	1004
GCFE © PROFESSIONAL / SUPPORT STAFF HIRING - OATH OF OFFICE	GCFE © PROFESSIONAL / SUPPORT STAFF HIRING - OATH OF OFFICE		x		DELETED Policy GCFE - Professional / Support Staff Hiring - Oath of Office Policy GCFE was incorporated into Policy GCF under the heading Oath of Office; accordingly, GCFE was removed from the model manual.	1005
GCFE-E ©	GCFE-E ©		x		See above.	1005
GCG PART - TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT	GCG © PART - TIME AND SUBSTITUTE EMPLOYMENT	x			Policy GCG — Time and Substitute Professional Staff Employment Policy GDG was incorporated into Policy GCG, accordingly, GDG was removed from the model manual.	1006
GCGB © ARRANGEMENTS FOR SUBSTITUTE STAFF MEMBERS	GCGB © ARRANGEMENTS FOR SUBSTITUTE STAFF MEMBERS		x		DELETED Policy GCGB - Arrangements for Substitute Staff Members Policy GCGB was incorporated into GCMF, accordingly, GCGB was removed from the model manual.	1007
GCGB-R	GCGB-R ©		x		DELETED Regulation GCGB-R - Arrangements for Substitute Staff Members Regulation GCGB-R was recodified as GCMF-RB, accordingly, GCGB-R was removed from the model manual.	1007
GCH © PROFESSIONAL / SUPPORT STAFF ORIENTATION AND TRAINING	GCH © ORIENTATION AND TRAINING	x			Policy GCH — Professional / Support Staff Orientation and Training Policy GCH was updated with minor wording changes only. “Salary and fringe-benefit plans” was streamlined to “salary and benefit plans,” and “self-improvement opportunities” was updated to “professional development opportunities.”	1008
GCI PROFESSIONAL STAFF DEVELOPMENT	GCI © PROFESSIONAL STAFF DEVELOPMENT			x	DELETED Policy GCI — Professional Staff Development Policy GCI has been removed from the model manual as professional development (PD) expectations and processes are already addressed across existing policies and regulations (e.g., educator obligations in GBEA; the District’s PD commitment in GB; orientation/PD for new hires in GCH; leave/approvals for PD in GCCA; and procedural criteria for release time and travel in GCCA-RC). Removing GCI avoids prescriptive provisions (e.g., credit-for-salary-advancement language) that are generally managed through local HR procedures and/or regulations. Districts that require additional detail (such as credit-eligible PD frameworks) may place it in a GCCA regulation and/or local HR guidance.	1009
GCJ © PROFESSIONAL STAFF PROBATIONARY AND CONTINUING STATUS	GCJ © PROFESSIONAL STAFF PROBATIONARY AND CONTINUING STATUS		x		Policy GCJ — Professional Staff Probationary and Continuing Status Policy GCJ has been incorporated into Policy GCO under the heading Definitions; accordingly, GCJ has been removed from the model manual.	1010

GCK © PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS	GCK © ASSIGNMENTS AND TRANSFERS	x			Policy GCK — Professional Staff Assignments and Transfers Policy GDJ has been incorporated into Policy GCK; accordingly, GDJ has been removed from the model manual. This update consolidates provisions applicable to certificated and noncertificated employees into a single policy so that all expectations regarding assignment, transfer, and prohibited transfer/re-assignment basis appear in one comprehensive policy.	1011
GCL © PROFESSIONAL STAFF SCHEDULES AND CALENDARS	GCL © PROFESSIONAL STAFF SCHEDULES AND CALENDARS		x		DELETED Policy GCL — Professional Staff Schedules and Calendars Policy GCL was incorporated into Policy GCMF under the heading Certificated Employees – Schedules; accordingly, GCL was removed from the model manual.	1012
GCMC © PROFESSIONAL STAFF MEETINGS	GCMC © PROFESSIONAL STAFF MEETINGS		x		DELETED Policy GCMC — Professional Staff Meetings Policy GCMC was incorporated into Policy GCMF under the heading All Employees – Meetings; accordingly, GCMC was removed from the model manual.	1013
GCMF © PROFESSIONAL STAFF DUTIES AND RESPONSIBILITIES	GCMF © DUTIES AND RESPONSIBILITIES	x			Policy GCMF - Professional Staff Duties and Responsibilities To improve clarity, reduce redundancy, and centralize statutory references in one place, policies GCGB, GCL, GCMC, GDK, GDL, and GDLB were consolidated into a single, comprehensive policy (GCMF - Duties and Responsibilities). The A.-F. list originally in GCMF was removed because its content is addressed more generally in Policy GBEA and Regulation IKE-RA (regarding retention/promotion); taking and maintaining daily classroom attendance was retained in Policy GCMF. In addition, the information regarding sectarian instruction was moved to Policy IHAL - Teaching About Religion.	1014
	GCMF-RA ©	x			See above.	1014
	GCMF-RB ©	x			See above.	1014
GCO EVALUATION OF PROFESSIONAL STAFF MEMBERS	GCO © EVALUATIONS AND CONTRACTS	x (revised version)			Policy GCO - Evaluation of Professional Staff Members Policy GDO (Support Staff Evaluations) was incorporated into Policy GCO, consolidating all employee evaluation requirements into one policy and eliminating duplication; accordingly, GDO was removed from the model manual. The Definitions section was expanded and standardized by adding continuing teacher and probationary teacher, originally in Policy GCJ, and by using certificated and noncertificated consistently. Procedural provisions formerly included in the policy were moved to Regulation GCO-R.	1015
GCO-RA ©	GCO-R ©	x (revised version)			Regulation GCO-RA - Evaluation of Professional Staff Members Regulations GCO-RA and GCO-RB were combined, revised, and recodified as GCO-R, with content reorganized into clear sections and key timelines clarified.	1015
GCO-RB ©	GCO-RB ©		x		DELETED Regulation GCO-RB - Evaluation of Professional Staff Members NEW Exhibit GCO-E - Evaluations and Contracts Regulations GCO-RA and GCO-RB were combined, revised, and recodified as GCO-R, with content reorganized into clear sections and key timelines clarified.	1015
	GCO-E ©			x		1015
GCO-EA				x		NA
GCO-EB				x		NA
GCP © PROFESSIONAL STAFF PROMOTIONS	GCP © PROFESSIONAL STAFF PROMOTIONS		x		DELETED Policy GCP — Professional Staff Promotions Policy GCP was removed as its brief directive on filling positions of increased responsibility duplicated guidance now covered by Policies GCF and GCK; accordingly, GCP was removed from the model manual.	1016
GCQA PROFESSIONAL STAFF REDUCTION IN FORCE	GCQA © REDUCTION IN FORCE	x			Policy GCQA — Professional Staff Reduction in Force Policy GDQA was incorporated into Policy GCQA under the heading Noncertificated Employees; accordingly, GDQA was removed from the model manual.	1017
GCQC RESIGNATION OF PROFESSIONAL STAFF MEMBERS	GCQC © RESIGNATION	x (revised version)			Policy GCQC — Resignation of Professional Staff Members Policy GDQB (Support Staff Resignations) and GCQC were consolidated into a single policy, GCQC, to centralize resignation procedures, eliminate duplication, and distinguish requirements for certificated and noncertificated employees; accordingly, GDQB was removed from the model manual. The GDQB clause on vacation payout was not retained as this practice is discretionary; however, districts may preserve language if applicable.	1018

	GCQE © RETIREMENT OF PROFESSIONAL / SUPPORT STAFF MEMBERS		NA		DELETED Policy GCQE — Retirement of Professional / Support Staff Members Policy GCQE was removed from the model manual as its retirement-incentive and sick-leave payout provisions are highly district-specific and fiscally variable. The Retirement Incentive Program portion was removed due to current retention priorities, and the Sick Leave Payment upon Retirement portion is already addressed generally in Regulation GCCA-RA (noting no statutory requirement to pay out accrued earned paid sick time). Districts that wish to offer sick-leave payouts upon separation may do so locally through GCCA-RA and/or HR procedures.	1019
GCQF © DISCIPLINE, SUSPENSION, AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS	GCQF © DISCIPLINE, SUSPENSION, AND DISMISSAL	x			Policy GCQF - Discipline, Suspension, and Dismissal of Professional Staff Members Policy GCQF now incorporates the "Required" and "Not Allowed" provisions drawn directly from A.A.C. R7-2-1308 (Unprofessional and Immoral Conduct), grounding the listed categories of misconduct in the same rule framework used by the State Board of Education. This revision establishes a unified expectation for all employees (certificated and noncertificated) by applying the same standards of professional conduct across the District.	1020
	GCQF-RA ©	x			NEW	1020
	GCQF-RB ©	x			NEW	1020
GCR © NONSCHOOL EMPLOYMENT BY PROFESSIONAL STAFF MEMBERS	GCR © NONSCHOOL EMPLOYMENT	x			Policy GCR — Nonschool Employment by Professional Staff Members Policy language was streamlined for consistency and tone without changing the original intent, and the title was updated to reflect that the policy now applies to both certificated and noncertificated employees.	1021
GCRD © TUTORING FOR PAY	GCRD © TUTORING FOR PAY	x			Policy GCRD — Tutoring for Pay Legal references were expanded to include A.R.S. 15-341, 15-512, and 15-1105 to more fully reflect the statutory authority underlying this policy. A.R.S. 15-341 authorizes the Governing Board to prescribe and enforce policies governing employee conduct and use of District facilities. A.R.S. 15-512 addresses fingerprinting and related requirements for noncertificated individuals providing services to students, complementing the existing reference to A.R.S. 15-534 for certificated personnel. A.R.S. 15-1105 governs the lease and rental of school property, supporting the policy's requirement that private tutoring for pay on school premises occur only pursuant to an appropriate facility-use or rental agreement.	1022
GCS © PROFESSIONAL RESEARCH AND PUBLISHING	GCS © PROFESSIONAL RESEARCH AND PUBLISHING	x			Policy GCS adds the heading "Proprietary Rights."	1023
GDA © SUPPORT STAFF POSITIONS	GDA © SUPPORT STAFF POSITIONS		x		DELETED Policy GDA has been removed from the model manual as its provisions are primarily operational and generally covered by HR procedures. Districts may retain the policy locally if it aligns with and supports their internal processes (if retaining Policy GCA, these two policies may be combined to include both certificated and noncertificated employees).	1024
GDB © SUPPORT STAFF CONTRACTS AND COMPENSATION	GDB © SUPPORT STAFF CONTRACTS AND COMPENSATION		x		DELETED Policy GDB was incorporated into Policy GCB under the headings Compensation and Employment Status (Noncertificated); accordingly, GDB was removed from the model manual.	1025
GDBA SUPPORT STAFF SALARY	GDBA © SUPPORT STAFF SALARY		x		DELETED Policy GDBA was incorporated into Policy GCBA under the heading Noncertificated – Wages; accordingly, Policy GDBA was removed from the model manual.	1026
GDBC © SUPPORT STAFF SUPPLEMENTARY PAY / OVERTIME	GDBC © SUPPORT STAFF SUPPLEMENTARY PAY / OVERTIME		x		DELETED Policy GDBC was incorporated into Policy GCBA under the heading Noncertificated – Supplementary Pay / Overtime; accordingly, Policy GDBC was removed from the model manual.	1027
GDBD © SUPPORT STAFF FRINGE BENEFITS	GDBD © SUPPORT STAFF FRINGE BENEFITS		x		DELETED Policy GDBD was incorporated into Policy GCB under the subheading Salaries and Benefits; accordingly, Policy GDBD was removed from the model manual.	1028

	GDCG © SUPPORT STAFF VOLUNTARY TRANSFER OF ACCRUED SICK LEAVE	NA			DELETED Policy GDCG has been removed from the model manual as its detailed, operational provisions are more appropriately addressed in District HR procedures or in a regulation. To preserve local flexibility, Policy GCCA now includes a concise sentence authorizing districts to offer a voluntary transfer of accrued sick leave (banked sick leave) at their option. This approach avoids prescriptive program details in policy and allows districts to tailor any sick-leave bank through a regulation and/or HR procedure. Districts that use a sick-leave bank may incorporate the prior elements in a GCCA regulation or retain GDCG locally if preferred. Accordingly, GDCG-R has been removed from the model manual; districts that maintain a sick-leave bank may retain this regulation locally.	1029
	GDCG-R ©	NA			DELETED (See above)	1029
GDCA Support Staff Sick Leave		Delete (Note: Not in PA)				
GDCB Support Staff Personal / Emergency / Religious Leave		Delete (Note: Not in PA)				
GDCD Support Staff Military / Legal Leave		Delete (Note: Not in PA)				
GDCE Support Staff Conferences / Visitations / Workshops		Delete (Note: Not in PA)				
GDCH Support Staff Bereavement Leave		Delete (Note: Not in PA)				
GDD SUPPORT STAFF VACATIONS AND HOLIDAYS	GDD © SUPPORT STAFF VACATIONS AND HOLIDAYS		x		DELETED Policy GDD was incorporated into Policy GCCA under the headings Holiday Leave and Vacation Leave; accordingly, GDD was removed from the model manual.	1030
GDF © SUPPORT STAFF HIRING	GDF © SUPPORT STAFF HIRING		x		DELETED Policy GDF was incorporated into Policy GCF and GDF was removed from the model manual. Regulation GDF-R was incorporated into GCF-R and GDF-R was removed from the model manual. Exhibit GDF-EC was incorporated into GCF-EA; accordingly, GDF-EC as removed from the model manual. Exhibit GDF-ED was incorporated into GCF-EB; accordingly, GDF-ED was removed from the model manual. Exhibit GDF-EE was revised and incorporated into GCF-ED; accordingly, GDF-EE was removed from the model manual. Exhibits GDF-EA and GDF-EB were combined and recodified as GCF-EF; accordingly, GDF-EA and GDF-EB were removed from the model manual.	1031
GDF-R ©	GDF-R ©		x			1031
GDF-EA ©	GDF-EA ©		x			1031
GDF-EB ©	GDF-EB ©		x			1031
GDF-EC ©	GDF-EC ©		x			1031
GDF-ED ©	GDF-ED ©		x			1031
GDF-EE ©	GDF-EE ©		x			1031
GDFA © SUPPORT STAFF QUALIFICATIONS AND REQUIREMENTS	GDFA © SUPPORT STAFF QUALIFICATIONS AND REQUIREMENTS		x		DELETED Policy GDFA was incorporated into Policy GCFC; accordingly, GDFA was removed from the model manual. Exhibit GDFA-E was incorporated into GCFC-E; accordingly, GDFA-E was removed from the model manual.	1032
GDFA-E © SUPPORT STAFF QUALIFICATIONS AND REQUIREMENTS	GDFA-E © SUPPORT STAFF QUALIFICATIONS AND REQUIREMENTS		x		DELETED Exhibit GDFA-E	1032
GDG © PART - TIME AND SUBSTITUTE SUPPORT STAFF EMPLOYMENT	GDG © PART - TIME AND SUBSTITUTE SUPPORT STAFF EMPLOYMENT		x		DELETED Policy GDG was incorporated into Policy GCG under the heading Part-Time Employees, accordingly, GDG was removed from the model manual.	1033
GDJ © SUPPORT STAFF ASSIGNMENTS AND TRANSFERS	GDJ © SUPPORT STAFF ASSIGNMENTS AND TRANSFERS		x		DELETED Policy GDJ has been incorporated into Policy GCK; accordingly, GDJ has been removed from the model manual. This update consolidates provisions applicable to certificated and noncertificated employees into a single policy so that all expectations regarding assignment, transfer, and prohibited transfer/re-assignment basis appear in one comprehensive policy.	1034
GDK © SUPPORT STAFF SCHEDULES AND CALENDARS	GDK © SUPPORT STAFF SCHEDULES AND CALENDARS		x		DELETED Policy GDK was incorporated into Policy GCMF under the heading Noncertificated Employees – Schedules; accordingly, GDK was removed from the model manual.	1035
GDL © SUPPORT STAFF WORKLOAD	GDL © SUPPORT STAFF WORKLOAD		x		DELETED Policy GDL has been incorporated into Policy GCMF under the headings Noncertificated Employees—Schedules and Overtime; accordingly, GDL has been removed from the model manual. Regulation GDL-R has been revised and recodified as GCMF-RA. For clarity and compliance, the updated regulation includes a direct link to 29 U.S.C. 207(o), which provides the controlling compensatory-time requirements.	1036
GDL-R	GDL-R ©		x		DELETED (See above)	1036

GDLB © SUPPORT STAFF MEETINGS	GDLB © SUPPORT STAFF MEETINGS		x		DELETED Policy GDLB was incorporated into Policy GCMF under the heading All Employees – Meetings; accordingly, GDLB was removed from the model manual.	1037
GDN © SUPERVISION OF SUPPORT STAFF MEMBERS	GDN © SUPERVISION OF SUPPORT STAFF MEMBERS		x		DELETED Policy GDN was removed from the manual as information regarding a District-wide orientation program for all new employees is provided in Policy GCH. Supervisor and evaluation information for noncertificated employees is addressed in Policy GCO.	1038
GDO EVALUATION OF SUPPORT STAFF MEMBERS	GDO © EVALUATION OF SUPPORT STAFF MEMBERS		x		DELETED Policy GDO has been incorporated into Policy GCO so all employee evaluation requirements appear in one policy and duplicative language is removed (accordingly, GDO was removed from the model manual). Exhibits GDO-EA and GDO-EB have been combined, revised, and recodified as GCO-E; accordingly, GDO-EA and GDOEB have been removed from the model manual.	1039
	GDO-EA ©			x	DELETED (See above)	1039
	GDO-EB ©			x	DELETED (See above)	1039
GDP © SUPPORT STAFF PROMOTIONS AND RECLASSIFICATION	GDP © SUPPORT STAFF PROMOTIONS AND RECLASSIFICATION		x		DELETED Policy GDP was removed from the manual because its content is now addressed in Policies GCF and GCK. Policy GCF establishes the District's commitment to selecting the most qualified candidates, and Policy GCK addresses assignments and transfers, including the requirement for Board approval when a transfer involves a change to a position with a different pay grade.	1040
GDQA © SUPPORT STAFF REDUCTION IN FORCE	GDQA © SUPPORT STAFF REDUCTION IN FORCE		x		DELETED Policy GDQA was incorporated into Policy GCQA under the heading Noncertificated Employees; accordingly, GDQA was removed from the model manual.	1041
GDQB RESIGNATION OF SUPPORT STAFF MEMBERS	GDQB © RESIGNATION OF SUPPORT STAFF MEMBERS		x		DELETED Policy GDQB (Resignation of Support Staff Members) and GCQC (Resignation of Professional Staff Members) were consolidated into a single policy, GCQC, to centralize resignation procedures, eliminate duplication, and distinguish requirements for certificated and noncertificated employees; accordingly, GDQB was removed from the model manual. The GDQB clause on vacation payout was not retained as this practice is discretionary; however, districts may preserve language if applicable.	1042
GDQD © DISCIPLINE, SUSPENSION, AND DISMISSAL OF SUPPORT STAFF MEMBERS	GDQD © DISCIPLINE, SUSPENSION, AND DISMISSAL OF SUPPORT STAFF MEMBERS		x		DELETED Newly created Regulation GCQF-RB consolidates the procedural information for noncertificated employees that was originally contained in Policy GDQD; accordingly, Policy GDQD has been removed from the model manual.	1043
GDR © NONSCHOOL EMPLOYMENT BY SUPPORT STAFF MEMBERS	GDR © NONSCHOOL EMPLOYMENT BY SUPPORT STAFF MEMBERS		x		DELETED Policy GDR was removed from the model manual as its contents are provided in the updated Policy GCR – Nonschool Employment.	1044
	ECAC © VANDALISM AND REPORTING SUSPECTED CRIMES	x			Policy ECAC - Vandalism Information on Reporting Suspected Crimes Language from Regulation GBEB-R (Staff Conduct) regarding employee reporting duties for observed weapons, firearms, drug-free school zone, and related safety incidents was incorporated into Policy ECAC and Regulation ECAC-R to better align those provisions with the District's school safety and crime-reporting content in Section E. The added policy language addresses the specific immediate reporting duties imposed by law when school personnel observe violations involving weapons, a minor in possession of a firearm, or drug-free school zone offenses. The added regulation language provides the administrative process for documenting, routing, and escalating those reports. Transferring these provisions to ECAC/ECAC-R improves organization, aligns the language with the District's school safety reporting framework, and separates these legal reporting duties from the more general employee-conduct provisions formerly housed in GBEB-R.	1045
ECAC-R ©	ECAC-R ©	x			Regulation ECAC-R — Vandalism (See above)	1045
	IHAL © TEACHING ABOUT RELIGION	x			The information regarding sectarian instruction formerly in Policy GCMF was moved to Policy IHAL. This policy aligns with ARS 15-717.01.	1046

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~~GA ©~~
~~PERSONNEL GOALS / PRIORITY OBJECTIVES~~

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

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

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

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

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

~~C. Professional development and in-service training programs for employees that will improve their rates of performance and retention.~~

~~D. Deployment of the available personnel to ensure that they are utilized as effectively as possible within budgetary constraints.~~

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

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

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-341~~
~~15-502~~
~~15-503~~

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GB ©
~~GENERAL~~ PERSONNEL POLICIES

Personnel Policies

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

The policies are framed and intended to be interpreted within the context of applicable laws and regulations. Changes in the laws and agency rules, as well as in the needs, conditions, purposes, and objectives of the District may result in revisions, deletions, and additions to the policies. Therefore, to the extent permitted or required by law, District personnel policies may be modified, amended, or repealed at any time as the Board determines to be in the best interest of the District.

No person shall be deemed to have a vested right to continuing employment or benefits associated with District employment except as may be required by law and provided in the respective employee's written contract or employment agreement.

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

Personnel Guidelines

The Board establishes the following guidelines regarding District personnel. The District prioritizes:

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

B. Providing an employee evaluation program that will contribute to the continuous improvement of staff performance.

C. Providing professional development and training programs for employees that will improve their rates of performance and retention.

D. Utilizing available personnel as effectively as possible within budgetary constraints.

F. Offering staff compensation sufficient to attract and retain qualified employees within the fiscal limitations of the District.

G. Encouraging participation in District decision-making.

Adopted: _____

LEGAL REF.:
A.R.S.
15-341
15-342
15-502

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GBA ©
EQUAL EMPLOYMENT OPPORTUNITY
AND NON-DISCRIMINATION

~~Discrimination against an otherwise qualified individual with a disability or any individual by reason of~~ The Board is committed to a policy of nondiscrimination in relation to race, color, religion, sex, age, ~~or~~ national origin ~~is prohibited~~, and disability, or any other basis prohibited by law. This policy will prevail in all matters concerning staff members, students, the public, educational programs and services, and individuals with whom the Board does business.

Efforts will be made in recruitment and employment to ensure equal opportunity in employment for all qualified persons, which includes but is not limited to hiring, training, promotion, discipline, compensation, benefits and termination of employment. The District is an equal opportunity employer and complies with all applicable federal, state, and local laws regarding equal employment opportunity and anti-discrimination.

Adopted: _____

LEGAL REF.:
A.R.S.
13-904
15-110
23-341
41-1461 – 41-1468
~~41-1463~~
~~41-1465~~
20 U.S.C. 1681 *et seq*., Title IX of the Education Amendments of 1972 (sex-based discrimination)
29 U.S.C. 206(d), Equal Pay Act of 1963
29 U.S.C. 621 *et seq*., Age Discrimination in Employment Act (ADEA)
29 U.S.C. 701 *et seq*., Rehabilitation Act of 1973
42 U.S.C. 2000c, Title IV of the Civil Rights Act of 1964 (religion)
42 U.S.C. 2000e *et seq*., Title VII of the Civil Rights Act of 1964
42 U.S.C. 2000e(k), Pregnancy Discrimination Act (PDA)
42 U.S.C. 2000gg *et seq*., Pregnant Workers Fairness Act (PWFA)
42 U.S.C. 2000ff *et seq*., Genetic Information Nondiscrimination Act (GINA)
42 U.S.C. 12101 *et seq*., Americans with Disabilities Act (ADA)
Public Law No. 102–166 (codified in multiple sections of 42 U.S.C.), Civil Rights Act of 1991

CROSS REF.:
AC - Nondiscrimination/Equal Opportunity
ACA - Sexual Harassment
IHBA - Special Instructional Programs and Accommodations for Disabled Students

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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JB - Equal Educational Opportunities
KED - Public Concerns/Complaints about Facilities or Services

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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REGULATION

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

Compliance Officer

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

Complaint Procedure

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

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

Violations by a Teacher/Administrator

If the person alleged to have violated policy is a teacher or an administrator, the due process provisions of the District's Policy GCQF and Regulation GCQF-RA 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.

Violations by a Noncertificated Employee

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

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Violations by a Student

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

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

~~**Timelines**~~ **Internal Complaint Process**

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

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

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

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

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EXHIBIT

EQUAL EMPLOYMENT OPPORTUNITY
AND NON-DISCRIMINATION

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

Please print:

Name _____ Date _____

Address _____

Telephone _____ Another phone where you can be reached _____

During the hours of _____

E-mail address _____

I wish to complain against:

Name of person, school (department), program, or activity _____

_____

_____

Address _____

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

_____

_____

_____

_____

_____

_____

_____

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

Name Address Telephone Number

_____

_____

_____

_____

The projected solution

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

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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

_____

Signature of Complainant

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

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STAFF INVOLVEMENT IN DECISION MAKING

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

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

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

Adopted: _____

LEGAL REF.:
A.R.S.
15-321

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GBEA ©
~~STAFF~~ ETHICS AND CODE OF CONDUCT

~~(Statement of Ethics for School Employees)~~

All employees of the District are expected to ~~maintain high standards in their school relationships. These standards must be idealistic and at the same time practical, so that they can apply reasonably to all staff members. The employees acknowledge that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, every employee assumes responsibility for providing leadership in the school and community. This responsibility requires the employee to maintain standards of exemplary conduct. It must be recognized that the employee's actions will be viewed and appraised by the community, associates, and students. To these ends, the Board adopts the following statements of standards~~ conduct themselves in a manner consistent with effective and orderly education and to protect students and District property. No employee shall, by action or inaction, interfere with or disrupt any District activity or encourage any such disruption. All employees shall at all times attempt to maintain order, abide by the policies, rules, and regulations of the District, and carry out all applicable orders issued by the Superintendent.

All employees of the District are expected to maintain high professional standards in their professional capacities. Therefore, the Board adopts the following Code of Conduct standards to which all employees are expected to comply.

Code of Conduct

The school employee:

A. Makes the well-being of students the fundamental ~~value~~ basis of all decision making and actions.

B. Maintains ~~just~~ fair, courteous, and ~~proper~~ professional relationships with students, parents, staff members, and other~~s~~ community members.

C. ~~Strives for the maintenance of efficiency and knowledge of developments in the employee's field of work~~ Protects students from harmful conditions related to health, well-being or safety as is reasonably practicable.

D. Fulfills job responsibilities with honesty and integrity.

E. ~~Directs any criticism of other staff members or of any department of the school system toward improving the District. Such constructive criticism is to be made directly to the school administrator who has the responsibility for improving the situation~~ Supports the principle of due process and protects the civil and human rights of all individuals, as reasonably practicable.

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~~F. Supports the principle of due process and protects the civil and human rights of all individuals.~~

F. ~~G.~~ Obeys local, state, and ~~national~~ federal laws ~~and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government~~.

G. ~~H.~~ Implements the Governing Board's policies and administrative rules and regulations.

H. ~~I.~~ Refrains from using school contacts and privileges to promote political or sectarian religious views or personal agenda of any kind.

~~J. Pursues appropriate measures to correct any laws, policies, or regulations that are not consistent with sound educational goals.~~

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

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

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

L. ~~N.~~ Honors all contracts until fulfillment or release.

M. Maintains confidentiality in the performance of duties, unless disclosure serves legitimate District purposes or is required by law.

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

Consequences

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

A. Warning.

B. Reprimand.

C. Removal from school grounds.

D. Suspension.

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E. Dismissal.

F. Having consideration given to any such violations in the determination of or establishment of any pay or salary in later contracts or employment, if any.

G. Applicable civil and criminal sanctions/penalties.

Adopted: _____

LEGAL REF.:
A.R.S.
15-203(23)
15-505
A.A.C.
R7-2-205
R7-2-1301 – R7-2-1309
18 U.S.C. 2385

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REGULATION

ETHICS AND CODE OF CONDUCT

(Prohibited Conduct)

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

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

B. Causing damage, or threat of damage, to any property located on any premises controlled by the District.

C. Unauthorized entry to or occupation of District facilities, including buildings and grounds.

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

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

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

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

H. A violation of District policies and regulations.

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

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

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

L. Inappropriate personal relationships with students, including romantic or sexual conduct.

M. Improper or unauthorized use of restraint and seclusion techniques, in violation of A.R.S. 15-105 or District Policy JLDB.

Violations shall be considered serious and may result in significant disciplinary action.

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GBEA-E ©

EXHIBIT

ETHICS AND CODE OF CONDUCT

NOTIFICATION CONCERNING NONAPPEALABLE OFFENSES

Notice is herein provided, in accordance with A.R.S. 15-550, that any employee of a public school district or charter school in this state who is arrested for or charged with one (1) or more of the offenses listed below as nonappealable offenses precluding that person from receiving a fingerprint clearance card shall immediately report the arrest or charge to the person's supervisor or the person shall be immediately dismissed from employment with the public school district or charter school. A person dismissed from employment for failure to report being arrested for or charged with a nonappealable offense has no right to appeal under the provisions of A.R.S. 15-539, subsection F.

1. Sexual abuse of a vulnerable adult.
2. Incest.
3. First or second degree murder.
4. Sexual assault.
5. Sexual exploitation of a minor.
6. Sexual exploitation of a vulnerable adult.
7. Commercial sexual exploitation of a minor.
8. Commercial sexual exploitation of a vulnerable adult.
9. Child prostitution as prescribed in section 13-3212.
10. Child abuse.
11. Abuse of a vulnerable adult.
12. Sexual conduct with a minor.
13. Molestation of a child.
14. Molestation of a vulnerable adult.
15. A dangerous crime against children as defined in section 13-705.

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16. Exploitation of minors involving drug offenses.

17. Taking a child for the purpose of prostitution as prescribed in section 13-3206.

18. Neglect or abuse of a vulnerable adult.

19. Sex trafficking.

20. Sexual abuse.

21. Production, publication, sale, possession and presentation of obscene items as prescribed in section 13-3502.

22. Furnishing harmful items to minors as prescribed in section 13-3506.

23. Furnishing harmful items to minors by internet activity as prescribed in section 13-3506.01.

24. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in section 13-3512.

25. Luring a minor for sexual exploitation.

26. Enticement of persons for purposes of prostitution.

27. Procurement by false pretenses of person for purposes of prostitution.

28. Procuring or placing persons in a house of prostitution.

29. Receiving earnings of a prostitute.

30. Causing one's spouse to become a prostitute.

31. Detention of persons in a house of prostitution for debt.

32. Keeping or residing in a house of prostitution or employment in prostitution.

33. Pandering.

34. Transporting persons for the purpose of prostitution, polygamy and concubinage.

35. Portraying adult as a minor as prescribed in section 13-3555.

36. Admitting minors to public displays of sexual conduct as prescribed in section 13-3558.

37. Unlawful sale or purchase of children.

38. Child bigamy.

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

A. Surrender any certificates issued by the Department of Education.

B. Notify the person's employer or potential employer of the conviction.

C. Notify the Department of Public Safety of the conviction.

D. Surrender the person's fingerprint clearance card.

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

_____ _____

Employee signature Date

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~~STAFF~~ CONFLICT OF INTEREST

Employment of Close Relatives

~~No person employed by the District may be directly supervised by a close relative (father, mother, son, daughter, sister, brother, or spouse).~~ The Superintendent, Principals, or other administrators with hiring authority may not participate in the hiring of any person related to them within the third degree of consanguinity, affinity, or by law, and no District employee shall be placed in a position where they directly supervise or are directly supervised by such a relative.

No dependent, as defined in A.R.S. 43-1001 (see also Internal Revenue Code 26 U.S.C. 152), of a Governing Board member may be employed in the District, except by consent of the Board in accordance with A.R.S. 15-502. Small school Districts, as defined by A.R.S. 15-901, are granted an exception regarding employment of substitute teachers. A.R.S. 15-421(E).

This policy will apply for summer or part-time work as well as for full-time employment.

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

Business Relations

Any Governing Board member, administrator, or employee who has, or whose relative has, a substantial interest in any ~~decision of~~ contract, sale, purchase, or service to the District shall make known ~~this~~ that interest in the official records of the District, and shall refrain from participating in any manner as an employee in such ~~a decision~~ contract, sale, or purchase, as provided in A.R.S. 38-501, 38-502 and 38-503.

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

Vendor Relations

No employee of the District will accept a gift or benefit from any person, group, or entity doing, or desiring to do, business with the District as described in Policy DJ, ~~Purchasing (~~Purchasing Ethics ~~Policy)~~.

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District Purchases from Employees

The District must comply with competitive purchasing rules for any acquisition of goods or services from District employees regardless of the dollar amount. The District may only acquire equipment, material, supplies, or services from its employees ~~only~~ under an award or contract ~~let~~ after public competitive bidding ~~[~~(A.R.S. 38-503; A.G.O. I06-002~~]~~). The requirement applies to any purchase using District monies, including extracurricular activities fees, tax credit contributions, and monies held in trust by the District such as student activities monies, when a District employee acts as the vendor. ~~Oral and written quotations do not satisfy the public competitive bidding requirements.~~

Employee ~~Training~~ Guidance and Acknowledgement of Understanding

The ~~Governing Board may require annual employee training to ensure District conflict of interest policies are communicated to employees and acknowledged as received and understood. Each employee shall~~ District shall annually provide written guidance to all employees regarding what constitutes a substantial interest, and each employee shall annually complete and sign the District's conflict-of-interest disclosure form, (GBEAA-E)~~, as determined by the District~~. Evidence of the guidance provided and signed disclosure forms shall be maintained by the District in compliance with the Uniform System of Financial Records (USFR), and all disclosures shall be kept on file for public inspection as required by A.R.S. 38-509.

Investigations

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

Adopted: _____

LEGAL REF.:
A.R.S.
15-213
15-323
15-421
15-502
38-481
38-501 ~~*et seq.*~~- 38-511 (Title 38, Chapter 3, Article 8)
~~38-502~~
~~38-503~~
43-1001

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A.G.O.
I82-004
I83-093
I83-111
I00-013
I03-005
I06-002
Attorney General Arizona Agency Handbook, Chapter 8, Appendix 8.1,
Conflict of Interest Disclosure Memorandum
Uniform System of Financial Records
26 U.S.C. 152

CROSS REF.:
BCB - Board Member Conflict of Interest
DJ – Purchasing Ethics
DJE - Bidding/Purchasing Procedures
GBP - ~~Prohibited Personnel Practices~~ Reprisals

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GBEAA-E ©

EXHIBIT

~~STAFF~~ CONFLICT OF INTEREST

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

(Instructions)

1. Employees must file a Conflict-of-Interest Disclosure within five (5) calendar days after commencing work and at least annually thereafter, either identifying any ~~conflict~~ substantial interest the employee or the employee's relative has or stating that neither the employee nor the employee's relative has ~~no conflict~~ any substantial interest requiring disclosure.

2. All Conflict-of-Interest Disclosures shall be ~~kept on~~ filed ~~at~~ with _____ [*name District location/department*] and maintained in the District's official records in accordance with law.

3. It is the employee's responsibility to update and submit ~~to both District Legal and Human Resources Departments~~ a revised Disclosure to the location/department noted above within fifteen (15) calendar days ~~of~~ after any new ~~conflict~~ substantial interest aris~~inges~~ ~~after~~ following the date of the most recent Disclosure.

STATEMENT OF CONFLICT

I, _____, do hereby indicate:

1. That I am presently an employee of the _____ School District;

2. That I (or my relative[s]: _____) have a substantial interest in the contract, sale, purchase, decision, investigation, or other matter by the _____ Governing Board as described below.

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

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

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STATEMENT OF DISQUALIFICATION
To be completed if you have a conflict as identified above.

To avoid any possible conflict of interest under A.R.S. ~~§§~~ 38-501 to 38-511, I will refrain from participating in any manner in the matter identified above.

_____ _____
Date Signature

STATEMENT OF NO CONFLICT
To be completed only if neither you ~~do not~~ nor your relative ~~does not have a conflict of~~ has a substantial interest requiring disclosure.

I, _____, do hereby indicate that I do not have, and none of my relatives has, a substantial interest in any contract, sale, purchase, service, decision, investigation, or other matter of the _____ School District.

_____ _____
Date Signature

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GBEB © STAFF CONDUCT

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

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

A. Removal from school grounds.

B. Both civil and criminal sanctions, which may include, but are not limited to, criminal proceedings under Title 13, Chapter 29, Arizona Revised Statutes.

C. Warning.

D. Reprimand.

E. Suspension.

F. Dismissal.

G. Having consideration given to any such violations in the determination of or establishment of any pay or salary in later contracts or employment, if any.

Reporting Suspected Crimes or Incidents

Staff members are to report any suspected crime against a person or property that is a serious offense, involves a deadly weapon or dangerous instrument or that could pose a threat of death or serious injury and any conduct that poses a threat of death or serious physical injury to employees, students or others on school property. All such reports shall be documented and communicated to the Superintendent who shall be responsible for reporting to local law enforcement. Conduct that is considered to be bullying, harassment or intimidation shall be addressed according to Policy JICK as required in A.R.S. 15-341(A)(36).

The school district or charter school is to notify the parent or guardian of each student who is involved in a suspected crime or any conduct that is described above, subject to the requirements of federal law.

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~~On or before January 1, 2020, the District shall post the policies and procedures pertaining to "Reporting Suspected Crimes or Incidents" on its website as the Department of Education shall develop a process to verify that each school district has adopted the required policies and procedures by this date.~~

~~If the District maintains an online Manual of policies and procedures, the District may post a link to that manual with a reference to the appropriate policies and procedures.~~

~~A person who violates the reporting requirements may be disciplined for violating the policies of the School District Governing Board pursuant to A.R.S. 15-341 and notwithstanding A.R.S. 15-341, may be subject to dismissal. Each school district governing board shall prescribe and enforce policies and procedures that require the School District to maintain a record on any person who is disciplined pursuant to this policy and, on request, shall make that record available to any public school, school district governing board or charter school governing body that is considering hiring that person.~~

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

~~Use of Physical Force by Supervisory Personnel~~

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

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

~~Adopted: _____~~

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~~LEGAL REF.:~~
~~A.R.S.~~
~~13-2911~~
~~13-3102~~
~~13-3111~~
~~13-3411~~
~~15-153~~
~~15-341~~
~~15-342~~
~~15-507~~
~~15-509~~
~~15-511~~
~~15-512~~
~~15-514~~
~~15-539~~
~~15-550~~
~~38-531~~
~~38-532~~
~~41-770~~
~~41-1758.03~~
~~A.A.C.~~
~~R7-2-205~~

~~CROSS REF.:~~
~~GCF - Professional Staff Hiring~~
~~GCMF - Professional Staff Duties and Responsibilities~~
~~GCO - Evaluation of Professional Staff Members~~
~~JIC - Student Conduct~~
~~JK - Student Discipline~~
~~KFA - Public Conduct on School Property~~

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REGULATION

STAFF CONDUCT

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

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

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

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

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

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

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

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

H. A violation of District policies and regulations.

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

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

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

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

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

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

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

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

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

F. Comply with the requirement of A.R.S. 15-153 and 15-515 by immediately reporting to the Superintendent or the administrator who is their immediate supervisor:

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

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

3. A violation of A.R.S. 13-3411 [possession, use, or intent to sell marijuana, peyote, or dangerous or narcotic drugs, or intent to sell prescription-only drugs in a drug-free school zone (i.e., school grounds and the area within three hundred [300] feet and public property within one thousand [1,000] feet of school grounds, the area at a school bus stop, and a school bus)].

Any administrator receiving a report of a violation of A.R.S. 13-3102, 13-3111, or 13-3411 shall immediately report such violation to a peace officer in compliance with A.R.S. 15-153 and 15-515.

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

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~~EXHIBIT~~

~~STAFF CONDUCT~~

~~NOTIFICATION CONCERNING NONAPPEALABLE OFFENSES~~

~~Notice is herein provided, in accordance with A.R.S. 15-550, that any employee of a public school district or charter school in this state who is arrested for or charged with one (1) or more of the offenses listed below as nonappealable offenses precluding that person from receiving a fingerprint clearance card shall immediately report the arrest or charge to the person's supervisor or the person shall be immediately dismissed from employment with the public school district or charter school. A person dismissed from employment for failure to report being arrested for or charged with a nonappealable offense has no right to appeal under the provisions of A.R.S. 15-539, subsection F.~~

~~1. Sexual abuse of a vulnerable adult.~~

~~2. Incest.~~

~~3. First or second degree murder.~~

~~4. Sexual assault.~~

~~5. Sexual exploitation of a minor.~~

~~6. Sexual exploitation of a vulnerable adult.~~

~~7. Commercial sexual exploitation of a minor.~~

~~8. Commercial sexual exploitation of a vulnerable adult.~~

~~9. Child prostitution as prescribed in section 13-3212.~~

~~10. Child abuse.~~

~~11. Abuse of a vulnerable adult.~~

~~12. Sexual conduct with a minor.~~

~~13. Molestation of a child.~~

~~14. Molestation of a vulnerable adult.~~

~~15. A dangerous crime against children as defined in section 13-705.~~

~~16. Exploitation of minors involving drug offenses.~~

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~~17. Taking a child for the purpose of prostitution as prescribed in section 13-3206.~~

~~18. Neglect or abuse of a vulnerable adult.~~

~~19. Sex trafficking.~~

~~20. Sexual abuse.~~

~~21. Production, publication, sale, possession and presentation of obscene items as prescribed in section 13-3502.~~

~~22. Furnishing harmful items to minors as prescribed in section 13-3506.~~

~~23. Furnishing harmful items to minors by internet activity as prescribed in section 13-3506.01.~~

~~24. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in section 13-3512.~~

~~25. Luring a minor for sexual exploitation.~~

~~26. Enticement of persons for purposes of prostitution.~~

~~27. Procurement by false pretenses of person for purposes of prostitution.~~

~~28. Procuring or placing persons in a house of prostitution.~~

~~29. Receiving earnings of a prostitute.~~

~~30. Causing one's spouse to become a prostitute.~~

~~31. Detention of persons in a house of prostitution for debt.~~

~~32. Keeping or residing in a house of prostitution or employment in prostitution.~~

~~33. Pandering.~~

~~34. Transporting persons for the purpose of prostitution, polygamy and concubinage.~~

~~35. Portraying adult as a minor as prescribed in section 13-3555.~~

~~36. Admitting minors to public displays of sexual conduct as prescribed in section 13-3558.~~

~~37. Unlawful sale or purchase of children.~~

~~38. Child bigamy.~~

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

~~A. Surrender any certificates issued by the department of education.~~

~~B. Notify the person's employer or potential employer of the conviction.~~

~~C. Notify the department of public safety of the conviction.~~

~~D. Surrender the person's fingerprint clearance card.~~

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

_____ _____

~~Employee signature~~ ~~Date~~

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~~STAFF~~ CONDUCT WITH STUDENTS

District ~~E~~employees are expected to ~~exercise general supervision over the conduct of students, not only while in the schoolroom, but also~~ maintain professional relationships with students at all times, including social media interactions. Expected behaviors include but are not limited to:

A. Supervise student conduct during the school day, before and after school and during recess.

B. Treat students with ~~At all times teachers and other staff members will accord students the~~ dignity and respect, avoiding embarrassment or humiliation ~~that they deserve, and avoid embarrassing any student unnecessarily~~.

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

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

~~All personnel employed by the District are expected to relate to students of the District in a manner that maintains social and moral patterns of~~

C. Model social, moral, and professional behavior consistent with community standards and ~~acceptable professional conduct~~ District policy.

D. Abstain from any conduct that violates ethical or professional standards under law or policy.

E. Abstain from romantic or sexual conduct with students.

F. Comply with state law (A.R.S. 15-105) and Board Policy JLDB regarding the use of restraint and seclusion techniques.

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

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

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

Adopted: _____

LEGAL REF.:
A.R.S.
13-1401
13-1405
~~15-321~~
15-341
15-514

CROSS REF.:
JIC - Student Conduct

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GBEBC ©
GIFTS TO AND SOLICITATIONS
BY EMPLOYEES ~~STAFF MEMBERS~~

Gifts to Employees

~~Students, parents, and other patrons of the District shall be discouraged from the routine presentation of gifts~~ The District discourages the routine giving of gifts from students, parents, or other community members to employees. This ~~shall~~ provision is not ~~be interpreted as~~ intended to ~~discourage~~ prevent acts of generosity in ~~unusual situations~~ exceptional circumstances, and ~~simple remembrances expressive of affection~~ modest tokens of appreciation or gratitude shall not be ~~regarded as~~ considered violations of this policy.

Gifts to Students

~~Gifts to students by staff members shall be discouraged. Simple remembrances on certain occasions~~ Staff members are discouraged from giving gifts to individual students. However, small tokens presented to all students in a class or ~~section~~ group on special occasions shall not be regarded as a violation of this policy.

Solicitations

~~A school employee's position in the District shall not be used~~ Employees shall not use their District position to influence parents or students to purchase books or other merchandise, except for materials approved by the Superintendent for classroom use ~~in the classroom~~. ~~Staff member~~ Any solicitation~~(s)~~ of ~~other~~ employees ~~and/~~or students, whether for ~~any~~ profit, nonprofit, or charitable ~~groups, institutions, or organizations must have the~~ purposes, requires prior approval ~~of~~ from the Superintendent ~~in advance~~. No other solicitations ~~shall be made~~ by or of employees are permitted during official duty ~~time~~ hours.

Adopted: _____

LEGAL REF.:
A.R.S.
~~15-321~~
15-341

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GBEC ©
ALCOHOL AND DRUG – FREE WORKPLACE

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

Alcohol or Illegal Drugs

Prohibitions

The use or possession of intoxicants on District property or at District-sponsored activities is prohibited.

Violations

Any person in violation of the provisions of this policy shall be subject to removal from school property and shall be subject to prosecution in accordance with the provisions of the law.

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

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

Exceptions

This policy does not prohibit the following:

A. A District employee while at a District workplace may possess alcohol in an unopened container in a locked, personal motor vehicle as long as the container cannot be viewed from outside the vehicle.

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

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1. The employee shall not possess (except for possession at said residence), sell, offer to sell, transfer, use, or be under the influence of alcohol while on duty.

2. Any alcohol consumption that occurs on school property when the employee is not on duty shall be done in moderation and shall occur within the employee's residence.

Medical Marijuana

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

Definitions

In addition to being defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and 21 C.F.R. 1308.11 through 1308.15, "dangerous drug," "narcotic drugs," "marijuana," and "precursor chemical" are also defined in A.R.S. 13-3401.

"Alcohol" means beer, wine, spiritous liquor or any distilled spirits as defined in A.R.S. 4-101.

Workplace includes any school building or any school premises and any school-owned vehicle or any other school-approved vehicle used to transport staff members or students to and from school or school activities or on school business. Off school property, the *workplace* includes any school-sponsored or school-approved activity, event, or function where students or staff members are under the jurisdiction of the District. In addition, the *workplace* shall include all property owned, leased, or used by the District for any educational or District business purpose.

Process After Violation

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

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

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

Reporting

Any employee who has been convicted under any criminal drug statute for a violation occurring in the workplace, as defined above, shall notify their supervisor within five (5) calendar days thereof that such conviction has occurred.

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

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

Adopted: _____

LEGAL REF.:
A.R.S.
4-101
~~13-2911~~
13-3401 *et seq*.
15-341
36-2801 *et seq*., Arizona Medical Marijuana Act
41 U.S.C. 8101 *et seq*. ~~702~~, Drug-free workplace requirements for Federal grant recipients
21 C.F.R. 1308.11 *et seq*.
34 C.F.R. Part 84~~5~~

CROSS REF.:
EEAEA~~A~~ – Bus Driver Requirements, Training, and Responsibilities ~~Drug and Alcohol Testing of Transportation Employees~~

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GBEC-R ©

REGULATION

ALCOHOL AND DRUG – FREE WORKPLACE

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

A. Gather information relative to availability of local community drug and alcohol counseling, rehabilitation, and reentry programs that are available to employees and make such information available to employees.

B. Provide each employee a copy of standards of conduct and the statement of disciplinary sanctions that apply to alcohol and drug violations. Use Exhibit GBEC-E to notify employees that compliance with such standards is mandatory.

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

A. Ensure that disciplinary sanctions for employees are consistently enforced.

B. Determine program effectiveness and implement change to the program if needed.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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EXHIBIT

ALCOHOL AND DRUG – FREE WORKPLACE

NOTICE TO EMPLOYEES

YOU ARE HEREBY NOTIFIED that it is a violation of Policy GBEC for any employee to violate the law or District policy in the manufacture, distribution, purchasing, dispensing, possession, or use, on or in the workplace, of alcohol or any dangerous drug, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, precursor chemical, or any other controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C.F.R. 1308.11 through 1308.15.

Workplace includes any school building or any school premises and any school-owned vehicle or any other school-approved vehicle used to transport staff members or students to and from school or school activities or on school business. Off school property, the *workplace* includes any school-sponsored or school-approved activity, event, or function where students or staff members are under the jurisdiction of the District. In addition, the *workplace* shall include all property owned, leased, or used by the District for any educational or District business purpose.

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

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

- -

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

____________________________ __________________

Signature Date

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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NONMEDICAL USE OR ABUSE OF DRUGS OR ALCOHOL

Employee Drug Use, Abuse or Possession

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

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

Medical Marijuana

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

Adopted: _____

LEGAL REF.:
A.R.S.
13-2911
13-3401 *et seq.*
15-341
23-493
23-493.03
36-2801 *et seq.*
41 U.S.C. 702, Drug-free workplace requirements for Federal grant recipients
34 C.F.R. Part 85

CROSS REF.:
EEAEAA - Drug and Alcohol Testing of Transportation Employees

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~~GBECB ©~~
~~ALCOHOL USE BY STAFF MEMBERS~~

~~(Illegal Drugs)~~

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

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

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

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

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

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

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-321~~
~~15-341~~

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GBED ©
SMOKING ~~BY STAFF MEMBERS~~

Prohibitions

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

A. School grounds.

B. School buildings.

C. School parking lots.

D. School playing fields.

E. School buses ~~and other~~ or District vehicles.

F. Off-campus school-sponsored events.

Violations

Under the provisions of A.R.S. 36-798.03, a person who violates the prohibition is guilty of committing a petty offense. Any employee who violates this policy in any manner is subject to discipline, which may include, but is not limited to, dismissal.

Exceptions:

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

1. ~~A.~~ Approved by the school.

2. ~~B.~~ Established in accord with Arizona Revised Statute 15-712.

B. A District employee may possess legal tobacco products, tobacco substitutes, electronic cigarettes, other chemical inhalation devices, or vapor products that are kept in the employee's personal locked motor vehicle as long as the product or device cannot be seen from outside the vehicle. However, the use of such products in said personal vehicle while on District property or at any District-sponsored activity is prohibited.

Adopted: _____

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LEGAL REF.:
A.R.S.
13-3622
15-341
15-712
36-798.03
20 U.S.C. 6083

CROSS REF.:
JICG - Tobacco Use by Students

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~~STAFF~~ USE OF ~~DIGITAL~~ PORTABLE WIRELESS COMMUNICATIONS ~~AND ELECTRONIC~~ DEVICES

Social Media

Social media is the use of web-based and mobile technologies to communicate through interactive dialogue. Social media technologies/platforms include social networking sites, blogs, microblogs, content communities and virtual communities ~~include but are not limited, to blogs, picture-sharing, vlogs, wall-postings, e-mail, instant messaging, music-sharing, crowdsourcing, voice over IP (VoIP), Facebook, LinkedIn, X, YouTube~~, and any successor protocol to transmit information.

Mobile Technologies

Mobile technologies are any devices that: transmit sounds, images, texts, messages, videos, or electronic information; electronically records, plays, or stores information; or accesses the Internet, or private communication or information networks. ~~Current examples are Smartphones such as Android, iPhone, and other such mobile technologies and subsequent generations of these and related devices~~.

Guidelines

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

The Board establishes the following parameters:

District employees:

A. shall adhere to all Governing Board policies related to technologies including but not limited to the use of District technology, copyright laws, student rights, parent rights, the Family Educational Rights and Privacy Act (FERPA), the Child Internet Protection Act, staff ethics, and staff-student relations;

B. are responsible for the content of their posting on any form of technology through any form of communication;

C. shall only use District controlled and approved technologies when communicating with students or parents;

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D. shall ensure that technologies used to communicate with students and District staff are maintained separate from personal technologies used to communicate with others;

E. shall not use District owned or provided technologies to endorse or promote a product, a cause or a political position or candidate;

F. in all instances must be aware of his/her association with the District and ensure the related content of any posting is consistent with how they wish to present themselves to colleagues, community members, parents and students;

G. shall not use District logos or District intellectual property without the written approval of the Superintendent;

H. shall use technologies to enhance and add value to communications with all recipients and be respectful of those with whom they communicate;

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

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

Operating a Portable Wireless Communication Device While Driving

Arizona law (A.R.S. 28-914, effective January 1, 2021), states that a person may not operate a motor vehicle on a street or highway if the person does either of the following:

A. physically holds or supports with any part of the person's body either of the following:

1. portable wireless communication device, except that a person may use a portable wireless communication device with an earpiece, headphone device or device worn on a wrist to conduct a voice-based communication.

2. a stand-alone electronic device.

B. writes, sends or reads any text-based communication, including a text message, instant message, e-mail or Internet data, on a portable wireless communication device or stand-alone electronic device.

This does not apply to either of the following:

A. the use of voice-based communications, including through the use of a portable wireless communication device or stand-alone electronic device, to direct the writing, sending, reading or other communicating of any text-based communication.

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B. the use of a portable wireless communication device or stand-alone device when used in a hands-free manner for:

1. navigation of the motor vehicle.

2. use of a global positioning system.

3. obtaining motor vehicle information or information related to driving a motor vehicle.

This also does not prohibit the operation of a motor vehicle while using a device, including a device that is accessible through an interface that is embedded in a motor vehicle, that allows communication without the use of either of the driver's hands, except to activate or deactivate a function of the device.

An operator may use a portable wireless communication device:

A. to report illegal activity or summon emergency help.

B. that was permanently or temporarily affixed to the motor vehicle to relay information in the course of the operator's occupational duties between the operator and either: i) a dispatcher, ii) a digital network or software application service.

Definitions

Portable wireless communication device:

A. means a cellular telephone, a portable telephone, a text-messaging device, a personal digital assistant, a stand-alone computer, a global positioning system receiver or a substantially similar portable wireless device that is used to initiate or receive communication, information or data.

B. does not include a radio, citizens band radio, citizens band radio hybrid, commercial two-way radio communication device or its functional equivalent, subscription-based emergency communication device, prescribed medical device, amateur or ham radio device or in-vehicle security, navigation or remote diagnostics system.

Stand-alone electronic device:

means a portable device other than a portable wireless communication device that stores audio or video data files to be retrieved on demand by a user.

Communication

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

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

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

Violations

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

Adopted: _____

LEGAL REF.:
A.R.S.
15-341
15-514
28-914
28-963
28-3164
20 U.S.C. 1232g Family Educational Rights and Privacy Act (FERPA)
47 CFR 54.520 Child Internet Protection Act

CROSS REF.:
EEAE - Bus Safety and Student Conduct
EEAEA - Bus Driver Requirements, Training, and Responsibilities
EEA - Student Transportation
EEB - Business and Personnel Transportation Services and Records and Reports
GBEA - ~~Staff~~ Ethics and Code of Conduct
~~GBEB - Staff Conduct~~
GBEBB - ~~Staff~~ Conduct With Students
GCQF - Discipline, Suspension, and Dismissal ~~of Professional Staff Members~~
~~GDQD - Discipline, Suspension, and Dismissal of Support Staff Members~~
IJNDB - Use of Technology Resources in Instruction
JIC - Student Conduct

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~~GBEFA ©~~
~~STAFF USE OF DIGITAL WIRELESS COMMUNICATIONS OR ELECTRONIC DEVICES WHILE OPERATING A MOTOR VEHICLE~~

~~Arizona law (A.R.S. 28-914, effective January 1, 2021), states that a person may not operate a motor vehicle on a street or highway if the person does either of the following:~~

~~A. physically holds or supports with any part of the person's body either of the following:~~

~~1. portable wireless communication device, except that a person may use a portable wireless communication device with an earpiece, headphone device or device worn on a wrist to conduct a voice-based communication.~~

~~2. a stand-alone electronic device.~~

~~B. writes, sends or reads any text-based communication, including a text message, instant message, e-mail or Internet data, on a portable wireless communication device or stand-alone electronic device.~~

~~This does not apply to either of the following:~~

~~A. the use of voice-based communications, including through the use of a portable wireless communication device or stand-alone electronic device, to direct the writing, sending, reading or other communicating of any text-based communication.~~

~~B. the use of a portable wireless communication device or stand-alone device when used in a hands-free manner for:~~

~~1. navigation of the motor vehicle.~~

~~2. use of a global positioning system.~~

~~3. obtaining motor vehicle information or information related to driving a motor vehicle.~~

~~This also does not prohibit the operation of a motor vehicle while using a device, including a device that is accessible through an interface that is embedded in a motor vehicle, that allows communication without the use of either of the driver's hands, except to activate or deactivate a function of the device.~~

~~An operator may use a portable wireless communication device:~~

~~A. to report illegal activity or summon emergency help.~~

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B. that was permanently or temporarily affixed to the motor vehicle to relay information in the course of the operator's occupational duties between the operator and either: i) a dispatcher, ii) a digital network or software application service.

"*Portable wireless communication device*:"

A. means a cellular telephone, a portable telephone, a text-messaging device, a personal digital assistant, a stand-alone computer, a global positioning system receiver or a substantially similar portable wireless device that is used to initiate or receive communication, information or data.

B. does not include a radio, citizens band radio, citizens band radio hybrid, commercial two-way radio communication device or its functional equivalent, subscription-based emergency communication device, prescribed medical device, amateur or ham radio device or in-vehicle security, navigation or remote diagnostics system.

"*Stand-alone electronic device*" means a portable device other than a portable wireless communication device that stores audio or video data files to be retrieved on demand by a user.

The Superintendent will develop training to implement this policy prior to the effective date.

Adopted: _____

LEGAL REF.:
A.R.S.
15-341
15-514
28-914
28-963
28-3164

CROSS REF.:
EEAE - Bus Safety Program
EEAEA - Bus Driver Requirements, Training, and Responsibilities
EEAG - Student Transportation in Private Vehicles
EEB - Business and Personnel Transportation Services
GBEA - Staff Ethics
GBEB - Staff Conduct
GBEBB - Staff Conduct With Students
GCQF - Discipline, Suspension, and Dismissal of Professional Staff Members
GDQD - Discipline, Suspension, and Dismissal of Support Staff Members
IJNDB - Use of Technology Resources in Instruction
JIC - Student Conduct

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Required Compliance Procedures

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

Communicable Diseases

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

Immunization

The District shall require vaccination against communicable diseases from all employees unless an exception is requested and granted, consistent with state and federal laws.

Bloodborne Pathogens Exposure

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

COVID-19

The School District shall not:

A. Require a resident of this state to receive a vaccination for COVID-19 or any variant of COVID-19.

B. Impose any requirement to wear a mask or face covering anywhere on the School District's premises, except where long-standing workplace safety and infection control measures unrelated to COVID-19 may be required. See GBGA-RB for a list of long-standing workplace safety control measures.

Universal Precautions

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

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Exclusion from School

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

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

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

Reporting and Notification

If an outbreak of a communicable disease occurs in a school setting, the Superintendent or the school nurse shall promptly inform staff members who are known to have special vulnerability to infection.

The District does not assume any duty to notify an employee of health risks caused by the presence of a communicable disease in the school setting unless the at-risk employee has notified the District of the conditions when notification is needed.

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

Eye Protective Devices

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

The Board shall equip the schools with eye protective ware.

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

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Confidentiality

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

A. Staff members who must have such information to carry out their duties under this policy; or

B. Staff members or students (or their parents/guardians) who must have such information to protect themselves from direct threat to their health or safety.

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

Food Service Workers

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

Adopted: _____

LEGAL REF.:
A.R.S.
15-151
15-505
23-901
23-902
23-904
23-906
23-908
23-961
23-962
36-681
36-685
A.A.C.
R9-6-706
R9-6-707

CROSS REF.:
EBBB - Accident Reports
GBGD - Workers' Compensation

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GBGA-RA ©

REGULATION

HEALTH

Immunizations

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

Measles (Rubeola)

Acceptable proof of immunity to measles shall consist of:

A. A record of immunization against measles with a live virus vaccine given on or after the first birthday; or

B. A statement, signed by a licensed physician or a state or local health officer, that affirms serologic evidence of having had measles.

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

German Measles (Rubella)

Evidence of immunity to rubella shall consist of:

A. A record of immunization against rubella given on or after the first birthday; or

B. A statement, signed by a licensed physician or a state or local health officer, that affirms serologic evidence of having had rubella.

Outbreak Information

In the event of an outbreak of either disease, self-reported history of immunization or prior disease is not acceptable; written documentation of immunity consistent with the acceptable proof described above is required.

During an outbreak of measles or rubella, nonimmune staff members, including those who utilize the exemption, may be excluded from the workplace at the direction of the local health agency.

Staff members who are excluded from the workplace shall be placed on leave in accordance with Policy GCCA, applicable employment agreements, and applicable state or federal law.

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Implementing Policy

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

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

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

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

Maintaining Policy

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

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

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REGULATION

HEALTH

Eye Protective Devices

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

A. Molten metals or other molten materials.

B. Cutting, shaping, and grinding of materials.

C. Heat treatment, tempering, or kiln firing of any metal or other materials.

D. Welding fabrication processes.

E. Explosive materials.

F. Caustic solutions.

G. Radiation materials.

The Board shall equip the schools with eye protective ware.

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

Definition

For purposes of this procedure, *eye protective ware* means devices meeting the requirements of the American National Standards Institute's standards for occupational and education eye protection, Z87.1-1989. [A.R.S. 15-151]

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EXHIBIT

HEALTH

BLOODBORNE PATHOGEN REQUIREMENTS

Exposure Control Plan

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

This Exposure Control Plan contains the following elements:

A. The exposure determination outlined below.

B. The schedule and method of implementation.

C. The procedure for the evaluation of circumstances surrounding exposure.

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

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

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

Exposure Determination

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

A. High risk - Coaches, physical education instructors, custodians, certain special education program personnel, playground duty personnel, health services personnel, and security personnel.

B. Moderate risk - Regular instructional program personnel, other special education program personnel, school level office personnel, maintenance personnel, food services personnel, and special assignment personnel (e.g., counselors, librarians).

C. Low risk - District level office personnel.

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Methods of Compliance

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

Engineering and work practice controls:

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

B. Engineering controls shall be examined and maintained or replaced on a regular schedule to ensure their effectiveness.

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

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

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

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

G. Contaminated needles and other contaminated sharps shall not be bent, recapped, or removed except as noted below. Shearing or breaking of contaminated needles is prohibited.

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

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

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H. Immediately or as soon as possible after use, contaminated reusable sharps shall be placed in appropriate containers until properly reprocessed.

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

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

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

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

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

1. The container for storage, transport, or shipping shall be labeled or color coded according to law and closed prior to being stored, transported, or shipped. When a facility utilizes "universal precautions" in the handling of all specimens, the labeling/color coding of specimens is not necessary, provided containers are recognizable as containing specimens. This exemption applies only while such specimens/containers remain with the facility. Labeling or color coding is required when such specimens/containers leave the facility.

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

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

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

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

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

Personal protective equipment:

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

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

C. *Accessibility.* Appropriate personal protective equipment in the appropriate sizes must be readily accessible at the work site or issued to employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to employees who are allergic to the gloves normally provided.

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

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

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

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

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

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

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

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

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

Housekeeping:

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

B. All school activity areas are cleaned daily.

C. In cleaning operations involving human blood, a cleaning solution consisting of ten to one (10:1) ratio of water and bleach will be used.

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

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

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

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

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

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

E. *Regulated waste*:

1. Contaminated sharps discarding and containment:

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

I. Closable.

II. Puncture resistant.

III. Leakproof on sides and bottom.

IV. Labeled or color coded.

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

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

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II. Maintained upright throughout use.

III. Replaced routinely and not be allowed to overfill.

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

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

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

i. Closable.

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

iii. Labeled or color coded.

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

2. Other regulated waste containment:

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

I. Closable.

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

III. Labeled or color coded.

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

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

I. Closable.

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

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III. Labeled or color coded.

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

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

F. *Laundry*:

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

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

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

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

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

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

Hepatitis B Vaccination and Postexposure Evaluation and Follow-up

General:

A. **The District shall make available the hepatitis B vaccine and vaccination series to all employees who have occupational exposure, and postexposure evaluation and follow-up to all employees who have had an exposure incident.**

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

1. Made available at no cost to the employee.

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

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

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

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

Hepatitis B vaccination:

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

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

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

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

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

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

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

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

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

1. The source individual's blood shall be tested as soon as feasible, and after consent is obtained, in order to determine HBV and HIV infectivity. If consent is not obtained, the District shall establish that legally required consent cannot be obtained. When the source individual's consent is not required by law, the source individual's blood, if available, shall be tested and the result documented.

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

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

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

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

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

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

E. Counseling.

F. Evaluation of reported illnesses.

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Information provided to the health care professional:

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

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

1. A copy of this document.

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

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

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

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

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

A. The health care professional's written opinion for hepatitis B vaccination shall be limited to whether hepatitis B vaccination is indicated for an employee and whether the employee has received such vaccination.

B. The health care professional's written opinion for postexposure evaluation and follow-up shall be limited to the following information:

1. That the employee has been informed of the results of the evaluation.

2. That the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials that require further evaluation or treatment.

C. All other findings or diagnoses shall remain confidential and shall not be included in the written report.

Medical record keeping. Medical records required by this standard shall be maintained.

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Communication of Hazards to Employees

Labels:

A. Warning labels shall be affixed to containers of regulated waste, refrigerators and freezers containing blood or other potentially infectious material, and other containers used to store, transport, or ship blood or other potentially infectious materials, except as provided in law.

B. These labels shall contain the "biohazard" label.

C. These labels shall be fluorescent orange or orange-red or predominantly so, with lettering or symbols in a contrasting color.

D. Labels are required to be affixed as close as feasible to the container by string, wire, adhesive, or other method that prevents their loss or unintentional removal.

E. Red bags or red containers may be substituted for labels.

F. Containers of blood, blood components, or blood products that are labeled as to their contents and have been released for transfusion or other clinical use are exempted from the labeling requirements of this section on communication of hazards to employees.

G. Individual containers of blood or other potentially infectious materials that are placed in a labeled container during storage, transport, shipment, or disposal are exempted from the labeling requirements.

H. Labels required for contaminated equipment shall be in accordance with this section and shall also state which portions of the equipment remain contaminated.

I. Regulated waste that has been decontaminated need not be labeled or color coded.

Information and training:

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

B. Training shall be provided as follows:

1. At the time of initial assignment to tasks where occupational exposure may take place.

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2. Within ninety (90) days after the effective date of the standard.

3. At least annually thereafter.

C. For employees who have received training on bloodborne pathogens in the year preceding the effective date of the standard, only training with respect to the provisions of the standard that were not included need be provided.

D. Annual training for all employees shall be provided within one (1) year of their previous training.

E. The District shall provide additional training when changes such as modification of tasks or procedures or institution of new tasks or procedures affects the employee's occupational exposure. The additional training may be limited to addressing the new exposures created.

F. Material appropriate in content and vocabulary to educational level, literacy, and language of employees shall be used.

G. The training program shall contain at a minimum the following elements:

1. An accessible copy of the regulatory text of this standard and an explanation of its contents.

2. A general explanation of the epidemiology and symptoms of bloodborne diseases.

3. An explanation of the modes of transmission of bloodborne pathogens.

4. An explanation of the District's Exposure Control Plan and the means by which the employee can obtain a copy of the written plan.

5. An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials.

6. An explanation of the use and limitations of methods that will prevent or reduce exposure, including appropriate engineering controls, work practices, and personal protective equipment.

7. Information on the types, proper use, location, removal, handling, decontamination, and disposal of personal protective equipment.

8. An explanation of the basis for selection of personal protective equipment.

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9. Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine and vaccination will be offered free of charge.

10. Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials.

11. An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available.

12. Information on the postexposure evaluation and follow-up that the District is required to provide for the employee following an exposure incident.

13. An explanation of the labels and/or color coding required.

14. An opportunity for interactive questions and answers with the person conducting the training session.

H. The person conducting the training shall be knowledgeable in the subject matter covered by the elements contained in the training program as it relates to the workplace that the training will address.

Record Keeping

Medical records:

A. The District shall establish and maintain an accurate record for each employee with occupational exposure as defined herein.

B. This record shall include:

1. The name and Social Security number of the employee.

2. A copy of the employee's hepatitis B vaccination status, including the dates of all hepatitis B vaccinations and any medical records relative to the employee's ability to receive vaccination.

3. A copy of all results of examinations, medical testing, and follow-up procedures.

4. The District's copy of the health care professional's written opinion.

5. A copy of the information provided to the health care professional.

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C. *Confidentiality*. The District shall ensure that employee medical records required by law are:

1. Kept confidential.

2. Not disclosed or reported, without the employee's express written consent, to any person within or outside the workplace, except as required by law.

D. The District shall maintain the records required by law for at least the duration of employment plus thirty (30) years.

Training records:

A. Training records shall include the following information:

1. The dates of the training sessions.

2. The contents or a summary of the training sessions.

3. The names and qualifications of persons conducting the training.

4. The names and job titles of all persons attending the training sessions.

B. Training records shall be maintained for three (3) years from the date on which the training occurred.

Availability:

A. The District shall ensure that all records required to be maintained shall be made available, upon request, to the Assistant Secretary of Labor and the Director of the Occupational Safety and Health Administration for examination and copying.

B. Employee training records required by law shall be provided upon request for examination and copying to employees, to employee representatives, to the Director of the Occupational Safety and Health Administration, and to the Assistant Secretary of Labor.

C. Employee medical records required by law shall be provided upon request, for examination and copying, to the subject employee, to anyone having written consent of the subject employee, to the Director of the Occupational Safety and Health Administration, and to the Assistant Secretary of Labor.

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Transfer of records:

A. The District shall comply with the legal requirements involving transfer of records.

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

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EXHIBIT

HEALTH

COMMUNICABLE DISEASES

Handling Body Fluids in School

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

The body fluids of all people should be considered to contain potentially infectious agents. The term *body fluids* includes blood, semen, drainage from scrapes and cuts, feces, urine, vomit, respiratory secretions (such as nasal discharge), and saliva.

A. Whenever possible, avoid direct skin contact with body fluids. Disposable gloves are recommended when direct hand contact with body fluids is anticipated. If extensive contact is made with body fluids, hands must be washed afterwards. Gloves used for this purpose should be put in a plastic bag, secured, and disposed of daily.

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

C. Proper handwashing requires the use of soap and water and vigorous washing under a stream of running water for at least twenty (20) seconds.

D. Clothing and other nondisposable items that are soaked through with body fluids should be rinsed and placed in plastic bags. If presoaking is required to remove stains, rinse or soak the item in cold water prior to bagging. Clothing should be sent home with the student for washing, with appropriate directions to parents and teachers (see *laundry instructions* below). Always wear gloves when handling items that have come in contact with body fluids.

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

F. Body fluid spills on hard surfaces (i.e., floors, countertops, books, et cetera) shall be disinfected with bleach (diluted to ten [10] parts water and one [1] part bleach), and bleach solution should remain on the surface for at least one (1) minute before wiping. Gloves shall always be worn during cleanup.

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G. Cleaning equipment:

1. Nondisposable cleaning equipment (such as dust pans, brooms, and buckets) shall be disinfected by thoroughly rinsing in diluted bleach (ten [10] parts water and one [1] part bleach). Mops shall be soaked in the disinfectant after use and then rinsed with hot water. The disinfectant solution shall be promptly disposed of down a drain pipe.

2. Disposable cleaning equipment (such as paper towels, the vacuum bag, or sweepings) shall be placed in plastic bags, secured, and disposed of daily. No special handling is required for vacuuming equipment. Gloves shall always be used during cleanup.

H. Laundry instructions:

Clothing soaked with body fluids shall be washed separately from other items. Presoaking may be required for heavily soiled clothing. Otherwise, wash and dry as usual. If the material can be bleached, add one-half (1/2) cup of household bleach to the wash cycle. If the material is not colorfast, add one-half (1/2) cup of all-fabric bleach to the wash cycle.

LEGAL REF.:
A.R.S.
36-621 *et seq*.
A.A.C.
R9-6-101 *et seq*.

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~~GBGB © STAFF PERSONAL SECURITY AND SAFETY~~

~~Threats~~

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

~~Eye Protective Devices~~

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

~~The Board shall equip the schools with eye protective ware.~~

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

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~13-1203~~
~~13-1204~~
~~13-2911~~
~~15-151~~
~~15-507~~

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REGULATION

STAFF PERSONAL SECURITY AND SAFETY

Threats

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

Eye Protective Devices

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

A. Molten metals or other molten materials.

B. Cutting, shaping, and grinding of materials.

C. Heat treatment, tempering, or kiln firing of any metal or other materials.

D. Welding fabrication processes.

E. Explosive materials.

F. Caustic solutions.

G. Radiation materials.

The Board shall equip the schools with eye protective ware.

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

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

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~~GBGC ©~~
~~EMPLOYEE ASSISTANCE~~

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

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

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

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

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-505~~
~~23-901~~
~~23-902~~
~~23-904~~
~~23-906~~
~~23-908~~
~~23-961~~
~~23-962~~

~~CROSS REF.:~~
~~EBBB - Accident Reports~~
~~GBGD - Workers' Compensation~~

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GBGC-E ©

EXHIBIT

EMPLOYEE ASSISTANCE

BLOODBORNE PATHOGEN REQUIREMENTS

Exposure Control Plan

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

This Exposure Control Plan contains the following elements:

A. The exposure determination outlined below.

B. The schedule and method of implementation.

C. The procedure for the evaluation of circumstances surrounding exposure.

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

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

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

Exposure Determination

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

A. High risk - Coaches, physical education instructors, custodians, certain special education program personnel, playground duty personnel, health services personnel, and security personnel.

B. Moderate risk - Regular instructional program personnel, other special education program personnel, school level office personnel, maintenance personnel, food services personnel, and special assignment personnel (e.g., counselors, librarians).

C. Low risk - District level office personnel.

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Methods of Compliance

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

Engineering and work practice controls:

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

B. Engineering controls shall be examined and maintained or replaced on a regular schedule to ensure their effectiveness.

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

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

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

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

G. Contaminated needles and other contaminated sharps shall not be bent, recapped, or removed except as noted below. Shearing or breaking of contaminated needles is prohibited.

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

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

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H. Immediately or as soon as possible after use, contaminated reusable sharps shall be placed in appropriate containers until properly reprocessed.

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

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

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

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

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

1. The container for storage, transport, or shipping shall be labeled or color coded according to law and closed prior to being stored, transported, or shipped. When a facility utilizes "universal precautions" in the handling of all specimens, the labeling/color coding of specimens is not necessary, provided containers are recognizable as containing specimens. This exemption applies only while such specimens/containers remain with the facility. Labeling or color coding is required when such specimens/containers leave the facility.

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

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

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

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

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

Personal protective equipment:

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

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

C. *Accessibility*. Appropriate personal protective equipment in the appropriate sizes must be readily accessible at the work site or issued to employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to employees who are allergic to the gloves normally provided.

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

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

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

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

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

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

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

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

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

Housekeeping:

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

B. All school activity areas are cleaned daily.

C. In cleaning operations involving human blood, a cleaning solution consisting of ten to one (10:1) ratio of water and bleach will be used.

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

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

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

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

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

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

E. *Regulated waste*:

1. Contaminated sharps discarding and containment:

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

I. Closable.

II. Puncture resistant.

III. Leakproof on sides and bottom.

IV. Labeled or color coded.

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

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

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II. Maintained upright throughout use.

III. Replaced routinely and not be allowed to overfill.

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

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

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

i. Closable.

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

iii. Labeled or color coded.

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

2. Other regulated waste containment:

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

I. Closable.

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

III. Labeled or color coded.

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

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

I. Closable.

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

III. Labeled or color coded.

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

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

F. *Laundry*:

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

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

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

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

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

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

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

~~General:~~

~~A. **The District shall make available the hepatitis B vaccine and vaccination series to all employees who have occupational exposure, and postexposure evaluation and follow-up to all employees who have had an exposure incident**.~~

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

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

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

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

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

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

~~Hepatitis B vaccination:~~

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

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

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

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

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

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

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

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

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

1. The source individual's blood shall be tested as soon as feasible, and after consent is obtained, in order to determine HBV and HIV infectivity. If consent is not obtained, the District shall establish that legally required consent cannot be obtained. When the source individual's consent is not required by law, the source individual's blood, if available, shall be tested and the result documented.

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

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

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

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

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

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

E. Counseling.

F. Evaluation of reported illnesses.

Information provided to the health care professional:

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

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

1. A copy of this document.

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

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

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

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

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

A. The health care professional's written opinion for hepatitis B vaccination shall be limited to whether hepatitis B vaccination is indicated for an employee and whether the employee has received such vaccination.

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B. The health care professional's written opinion for postexposure evaluation and follow-up shall be limited to the following information:

1. That the employee has been informed of the results of the evaluation.

2. That the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials that require further evaluation or treatment.

C. All other findings or diagnoses shall remain confidential and shall not be included in the written report.

Medical record keeping. Medical records required by this standard shall be maintained.

Communication of Hazards to Employees

Labels:

A. Warning labels shall be affixed to containers of regulated waste, refrigerators and freezers containing blood or other potentially infectious material, and other containers used to store, transport, or ship blood or other potentially infectious materials, except as provided in law.

B. These labels shall contain the "biohazard" label.

C. These labels shall be fluorescent orange or orange-red or predominantly so, with lettering or symbols in a contrasting color.

D. Labels are required to be affixed as close as feasible to the container by string, wire, adhesive, or other method that prevents their loss or unintentional removal.

E. Red bags or red containers may be substituted for labels.

F. Containers of blood, blood components, or blood products that are labeled as to their contents and have been released for transfusion or other clinical use are exempted from the labeling requirements of this section on communication of hazards to employees.

G. Individual containers of blood or other potentially infectious materials that are placed in a labeled container during storage, transport, shipment, or disposal are exempted from the labeling requirements.

H. Labels required for contaminated equipment shall be in accordance with this section and shall also state which portions of the equipment remain contaminated.

I. Regulated waste that has been decontaminated need not be labeled or color coded.

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Information and training:

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

B. Training shall be provided as follows:

1. At the time of initial assignment to tasks where occupational exposure may take place.

2. Within ninety (90) days after the effective date of the standard.

3. At least annually thereafter.

C. For employees who have received training on bloodborne pathogens in the year preceding the effective date of the standard, only training with respect to the provisions of the standard that were not included need be provided.

D. Annual training for all employees shall be provided within one (1) year of their previous training.

E. The District shall provide additional training when changes such as modification of tasks or procedures or institution of new tasks or procedures affects the employee's occupational exposure. The additional training may be limited to addressing the new exposures created.

F. Material appropriate in content and vocabulary to educational level, literacy, and language of employees shall be used.

G. The training program shall contain at a minimum the following elements:

1. An accessible copy of the regulatory text of this standard and an explanation of its contents.

2. A general explanation of the epidemiology and symptoms of bloodborne diseases.

3. An explanation of the modes of transmission of bloodborne pathogens.

4. An explanation of the District's Exposure Control Plan and the means by which the employee can obtain a copy of the written plan.

5. An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials.

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~~6. An explanation of the use and limitations of methods that will prevent or reduce exposure, including appropriate engineering controls, work practices, and personal protective equipment.~~

~~7. Information on the types, proper use, location, removal, handling, decontamination, and disposal of personal protective equipment.~~

~~8. An explanation of the basis for selection of personal protective equipment.~~

~~9. Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine and vaccination will be offered free of charge.~~

~~10. Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials.~~

~~11. An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available.~~

~~12. Information on the postexposure evaluation and follow-up that the District is required to provide for the employee following an exposure incident.~~

~~13. An explanation of the labels and/or color coding required.~~

~~14. An opportunity for interactive questions and answers with the person conducting the training session.~~

~~H. The person conducting the training shall be knowledgeable in the subject matter covered by the elements contained in the training program as it relates to the workplace that the training will address.~~

~~Record Keeping~~

~~Medical records:~~

~~A. The District shall establish and maintain an accurate record for each employee with occupational exposure as defined herein.~~

~~B. This record shall include:~~

~~1. The name and Social Security number of the employee.~~

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2. A copy of the employee's hepatitis B vaccination status, including the dates of all hepatitis B vaccinations and any medical records relative to the employee's ability to receive vaccination.

3. A copy of all results of examinations, medical testing, and follow up procedures.

4. The District's copy of the health care professional's written opinion.

5. A copy of the information provided to the health care professional.

C. *Confidentiality*. The District shall ensure that employee medical records required by law are:

1. Kept confidential.

2. Not disclosed or reported, without the employee's express written consent, to any person within or outside the workplace, except as required by law.

D. The District shall maintain the records required by law for at least the duration of employment plus thirty (30) years.

Training records:

A. Training records shall include the following information:

1. The dates of the training sessions.

2. The contents or a summary of the training sessions.

3. The names and qualifications of persons conducting the training.

4. The names and job titles of all persons attending the training sessions.

B. Training records shall be maintained for three (3) years from the date on which the training occurred.

Availability:

A. The District shall ensure that all records required to be maintained shall be made available, upon request, to the Assistant Secretary of Labor and the Director of the Occupational Safety and Health Administration for examination and copying.

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~~B. Employee training records required by law shall be provided upon request for examination and copying to employees, to employee representatives, to the Director of the Occupational Safety and Health Administration, and to the Assistant Secretary of Labor.~~

~~C. Employee medical records required by law shall be provided upon request, for examination and copying, to the subject employee, to anyone having written consent of the subject employee, to the Director of the Occupational Safety and Health Administration, and to the Assistant Secretary of Labor.~~

~~Transfer of records:~~

~~A. The District shall comply with the legal requirements involving transfer of records.~~

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

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~~GBGCA ©~~
~~WELLNESS PROGRAMS~~

~~Measles (Rubeola)~~

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

~~Evidence of immunity to measles shall consist of:~~

~~A. A record of immunization against measles with a live virus vaccine given on or after the first birthday; or~~

~~B. A statement, signed by a licensed physician or a state or local health officer, that affirms serologic evidence of having had measles.~~

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

~~German Measles (Rubella)~~

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

~~Evidence of immunity to rubella shall consist of:~~

~~A. A record of immunization against rubella given on or after the first birthday; or~~

~~B. A statement, signed by a licensed physician or a state or local health officer, that affirms serologic evidence of having had rubella.~~

~~General Information~~

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

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

~~Adopted: _____~~

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~~LEGAL REF.:~~
~~A.R.S.~~
~~36-624~~
~~A.A.C.~~
~~R9-6-347~~
~~R9-6-360~~
~~R9-6-704~~
~~A.G.O.~~
~~I88-037~~

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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REGULATION

WELLNESS PROGRAMS

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

Measles (Rubeola)

Acceptable proof of immunity to measles shall consist of:

A. A record of immunization against measles with a live virus vaccine given on or after the first birthday; or

B. A statement, signed by a licensed physician or a state or local health officer, that affirms serologic evidence of having had measles.

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

German Measles (Rubella)

Evidence of immunity to rubella shall consist of:

A. A record of immunization against rubella given on or after the first birthday; or

B. A statement, signed by a licensed physician or a state or local health officer, that affirms serologic evidence of having had rubella.

General Information

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

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

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

Implementing Policy

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

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

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

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

~~Maintaining Policy~~

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

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

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GBGCB ©
STAFF HEALTH AND SAFETY

(Communicable Diseases)

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

Prohibition on COVID-19 Vaccination and Mask or Face Coverings

The School District shall not:

A. Require a resident of this state to receive a vaccination for COVID-19 or any variant of COVID-19.

B. Impose any requirement to wear a mask or face covering anywhere on the School District's premises, except where long-standing workplace safety and infection control measures unrelated to COVID-19 may be required. See GBGB-R for a list of long-standing workplace safety control measures.

Exclusion from School

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

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

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

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~~Reporting and Notification~~

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

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

~~Confidentiality~~

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

~~A. Staff members who must have such information to carry out their duties under this policy; or~~

~~B. Staff members or students (or their parents/guardians) who must have such information to protect themselves from direct threat to their health or safety.~~

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

~~Universal Precautions~~

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

~~Food Service Workers~~

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

~~HIV/AIDS~~

~~Current medical information indicates that HIV can be transmitted by sexual intercourse with an infected partner, by injection of infected blood products, and by transmission from an infected mother to her child in utero or during the birth process. None of the identified cases of HIV infection in the United States are known to have been transmitted in a school setting or through any other casual person-to-person contact. There is no evidence that HIV is spread by sneezing, coughing,~~

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~~shaking hands, hugging, or sharing toilets, food, water, or utensils. According to best medical knowledge and judgments, the use of the "universal precautions" and other procedures that implement this policy are sufficient to protect staff members and students from transmission of HIV at school.~~

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~36-621~~
~~36-624~~
~~36-681~~
~~36-685~~
~~A.A.C.~~
~~R9-6-203 *et seq*.~~
~~R9-6-355~~
~~29 U.S.C. 794 *et seq*., Rehabilitation Act, (Section 504)~~
~~42 U.S.C. 12101 *et seq*. (Americans with Disabilities Act)~~
~~29 C.F.R. 1630.1 *et seq*. (ADA guidelines)~~
~~29 C.F.R. 1910.10 *et seq*. (OSHA Universal Precautions Standard)~~

~~CROSS REF.:~~
~~GBGC - Employee Assistance~~
~~GBGCA - Wellness Programs~~
~~JLCB-R - Immunizations of Students~~

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GBGCB-E ©

EXHIBIT

STAFF HEALTH AND SAFETY

COMMUNICABLE DISEASES

Handling Body Fluids in School

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

The body fluids of all people should be considered to contain potentially infectious agents. The term *body fluids* includes blood, semen, drainage from scrapes and cuts, feces, urine, vomit, respiratory secretions (such as nasal discharge), and saliva.

A. Whenever possible, avoid direct skin contact with body fluids. Disposable gloves are recommended when direct hand contact with body fluids is anticipated. If extensive contact is made with body fluids, hands must be washed afterwards. Gloves used for this purpose should be put in a plastic bag, secured, and disposed of daily.

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

C. Proper handwashing requires the use of soap and water and vigorous washing under a stream of running water for approximately ten (10) seconds.

D. Clothing and other nondisposable items that are soaked through with body fluids should be rinsed and placed in plastic bags. If presoaking is required to remove stains, rinse or soak the item in cold water prior to bagging. Clothing should be sent home with the student for washing, with appropriate directions to parents and teachers (*see laundry instructions below*). Always wear gloves when handling items that have come in contact with body fluids.

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

F. Body fluid spills on hard surfaces (i.e., floors, countertops, books, et cetera) shall be disinfected with bleach (diluted to ten [10] parts water and one [1] part bleach). Gloves shall always be worn during cleanup.

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~~G. Cleaning equipment:~~

~~1. Nondisposable cleaning equipment (such as dust pans, brooms, and buckets) shall be disinfected by thoroughly rinsing in diluted bleach (ten [10] parts water and one [1] part bleach). Mops shall be soaked in the disinfectant after use and then rinsed with hot water. The disinfectant solution shall be promptly disposed of down a drain pipe.~~

~~2. Disposable cleaning equipment (such as paper towels, the vacuum bag, or sweepings) shall be placed in plastic bags, secured, and disposed of daily. No special handling is required for vacuuming equipment. Gloves shall always be used during cleanup.~~

~~H. Laundry instructions:~~

~~Clothing soaked with body fluids shall be washed separately from other items. Presoaking may be required for heavily soiled clothing. Otherwise, wash and dry as usual. If the material can be bleached, add one-half (1/2) cup of household bleach to the wash cycle. If the material is not colorfast, add one-half (1/2) cup of all-fabric bleach to the wash cycle.~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~36-621 *et seq.*~~
~~A.A.C.~~
~~R9-6-101 *et seq.*~~

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WORKERS' COMPENSATION

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

Adopted: _____

LEGAL REF.:
A.R.S.
15-505
23-901
23-902
23-904
23-906
23-908
23-961
23-962

CROSS REF.:
EBBB - Accident Reports
~~GBGC - Employee Assistance~~

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REGULATION

WORKERS' COMPENSATION

Process When Injured

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

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

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

Compensation Claims

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

A. The physician will be responsible for reporting the circumstances of the injury to the District, the Industrial Commission, and the District's insurance carrier.

B. During the first seven (7) days of absence due to a job-related injury~~/accident~~, the employee will be placed on sick leave, provided the employee has accumulated sufficient sick leave.

C. If a job-related injury~~/accident~~ results in more than seven (7) days absence, the insurance carrier will be responsible for handling the claim for lost pay. During such period the employee may be directed to:

1. Endorse over to the District the payments received from the insurance carrier, continue to receive a regular salary, and be charged sick leave. When the amount of the insurance payment is determined and received by the District, the employee's sick leave record will be adjusted for that fraction of the time paid by the insurance carrier (e.g., the insurance carrier pays one-half [1/2] of the normal salary of the employee, the sick leave will be adjusted on a pro rata basis); or

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2. Draw compensation from the insurance carrier, provide the District with a record of such payment, and receive payment for sick leave pay for the uncompensated portion of missed time, up to the limit of accumulated sick leave.

D. In no event will an employee receive a combined salary and worker's compensation in excess of the employee's regular salary.

E. An employee who has used all accumulated sick leave will be removed from the payroll and will receive only such amounts as are paid by the District's insurance carrier.

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EXHIBIT

WORKERS' COMPENSATION

EARLY RETURN TO WORK

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

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

When considering an early return assignment the District should:

A. Analyze the job and determine its purpose and essential functions.

B. Consult with the employee to determine the precise job limitations imposed by the attending physician.

C. Determine if the employee can perform the ~~duties~~ essential functions of the job with or without reasonable accommodation.

D. Analyze the risk of reinjury or deterioration of the employee's condition.

~~Adjustments in the job description for personal accommodations such as an amenity or convenience that is not job related shall not be the responsibility of the District. The District shall require that all aspects of the job description be performed adequately.~~ The District is not required to eliminate essential job functions. Reasonable accommodations will be provided where appropriate, consistent with the Americans with Disabilities Act and applicable workers' compensation law.

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~~STAFF~~ PARTICIPATION IN POLITICAL ACTIVITIES

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

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

A. No employee, while on duty, shall engage in political activities upon property under the jurisdiction of the Board.

B. The prohibition on the use of public resources to influence the outcome of bond, budget override and other tax-related elections includes the use of School District-focused promotional expenditures that occur after an election is called and through election day. This prohibition does not include routine School District communications which are messages or advertisements that are germane to the functions of the School District and that maintain frequency, scope and distribution consistent with past practices or are necessary for public safety.

C. Campaigning and other election activities must be done in off-duty hours, when not working in an official capacity or representing the District, and without the participation of District employees or students acting in the capacity of District or school representatives.

D. Invitations to participate in election activities on a given campus, except when extended by groups leasing or using school facilities, shall be permitted only when such invitations are to all candidates for the office. The rental use of District property by a private person or entity that may lawfully attempt to influence the outcome of an election is permitted if it does not occur at the same time and place as a related District-sponsored forum or debate.

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

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

G. Students may not be given written materials to influence the outcome of an election or to advocate support for or opposition to pending or proposed legislation.

H. Students may not be involved in writing, addressing or distribution of material intended to influence the outcome of an election or to advocate support for or opposition to pending or proposed legislation.

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

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

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

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

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

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

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

Adopted: _____

LEGAL REF.:
A.R.S.
15-481
15-491
15-511
15-903
16-402
A.G.O.
I15-002

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PERSONNEL RECORDS AND FILES

The District will maintain a complete and current official personnel file for each District employee.

Employee Responsibilities

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

It is the duty and responsibility of each certificated employee to keep such certification current. ~~The District will maintain a complete and current official personnel file for each District employee.~~

Disciplinary/Derogatory Information

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

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

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

Confidentiality

The District may create such subfiles within a personnel file as are appropriate to ensure confidentiality of those files made confidential by law and efficient use of the file. Access to personnel files will be limited to authorized District officials and employees authorized to handle personnel files. Individual Board members may only inspect confidential staff files when specifically authorized by the Board, as evidenced by action of a quorum of the Board in a legal meeting properly noticed.

Employees may review their own files by making written requests to the Superintendent. Materials obtained prior to an employee's employment, such as confidential recommendations or interview notes, will not be available for review by the employee.

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

Per A.R.S. 15-537, copies of the evaluation report and performance classification of a certificated teacher retained by the governing board and the department of education are confidential, do not constitute a public record and shall not be released or shown to any person except: 1) the certificated teacher; 2) authorized district officers and employees; 3) to school districts and charter schools; 4) any relevant court action.

Personal Identifying Information

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

A. Use an individual's social security number on forms of identification.

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

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

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

Adopted: _____

LEGAL REF.:
A.R.S.
15-302
15-502
15-537
23-926
23-1361
23-1362
38-233
39-121 *et seq*.
41-1482
44-1373

CROSS REF.:
DKA - Payroll Procedures/Schedules
KDB - Public's Right to Know/Freedom of Information

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~~EXHIBIT~~ REGULATION

PERSONNEL RECORDS AND FILES

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

A. Intentionally communicate or make an individual's social security number available to the general public.

B. Print an individual's social security number on any card required for the individual to receive services.

C. Require the transmission of an individual's social security number over the internet unless providing a secure connection or the social security number is encrypted.

D. Require the use of an individual's social security number to access a web site unless a password or unique personal identification number or other authentication device is also required to access the site.

E. Print a number that the person or entity knows to be an individual's social security number on any materials that are mailed to the individual unless required by law to place these numbers on the material.

1. This does not preclude the transmission of documents of enrollment, amendment, termination, or contracting for financial services nor does it preclude transmitting documents confirming the accuracy of the numbers previously submitted.

2. No requirement is made to check third party submitted numbers and unless the recipient of the number has actual knowledge that the number is or includes the individual's social security number, the person or entity may print the number on materials that are mailed to the individual.

3. No prohibition on mailing the individual any copy or reproduction of a document that includes a social security number is made if the social security number was included on the original document before January 1, 2005.

4. The exception is that if a social security number has been used inconsistent with the use described above after January 1, 2005, so long as the usage is continuous, the person or entity may continue to use the number subject to the conditions below:

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a. If the use stops for any reason then the social security number cannot be used and the use reverts to the conditions ~~bulleted~~ listed above.

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

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

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

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

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~~STAFF~~ GRIEVANCES

~~Effective communication between District employees, the administrative staff, and the Board is essential for proper operation of the schools.~~ The Governing Board may~~, therefore,~~ authorize~~s~~ 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~~ business 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~~ business days following such review.

The decision of the Governing Board is final.

Adopted: _____

LEGAL REF.:
A.R.S.
15-341
~~38-532~~

CROSS REF.:
ACAA - Title IX Sex Discrimination
JII - Student Concerns, Complaints and Grievances

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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REGULATION

~~STAFF~~ GRIEVANCES

Definitions

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

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

Terms and conditions of employment means the hours of employment, the compensation therefor, including fringe benefits, and the employer's personnel policies directly affecting the employee. In the case of ~~professional~~ certificated employees, the term does not include educational policies of the District.

A *day* is any day during which the District conducts business.

The *immediate supervisor* is the lowest-level administrator having line supervisory authority over the grievant.

Timeline

A grievant must initiate a grievance within fifteen (15) business days of the date of the violation that is the basis for the grievance.

Informal Level

Before filing a formal written grievance, the grievant must attempt to resolve the matter by one (1) or more informal conferences with the immediate supervisor. The first of these informal conferences must be conducted within ten (10) business days after the employee knew, or should have known, of the act or omission giving rise to the grievance. A second or any subsequent conference must occur within five (5) business days after the initial informal conference, or any subsequent conference.

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Formal Level

Level I. Within fifteen (15) business days after the employee knew, or should have known, of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate supervisor.

The grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, a citation of the specific article, section, and paragraph of the policy or regulation that directly and specifically governs the employee's terms and conditions of employment that are alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

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

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

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

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

Level III. If the grievant is not satisfied with the decision at Level II, the grievant may, within five (5) business days, submit an appeal in writing to the Superintendent for consideration by the Governing Board.

The decision by the Governing Board is final.

General Provisions

Section 1. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the decision rendered at that step, and there shall be no further right of appeal. Failure to file a grievance within fifteen (15) business days after the employee knew, or should have known, of the circumstances upon which the grievance is based shall constitute a waiver of that grievance.

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

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EXHIBIT

~~STAFF~~ GRIEVANCES

LEVEL I GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

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

Grievant _____ Date of last informal presentation _____

School _____ Immediate supervisor _____

Assignment _____

Policy or regulation alleged to have been violated _____

Statement of grievance:

Action requested:

_____

Signature of grievant

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EXHIBIT

~~STAFF~~ GRIEVANCES

LEVEL I GRIEVANCE FORM B

DECISION OF IMMEDIATE SUPERVISOR

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

Grievant ____

Date of formal grievance presentation ___________________________

School ____

Immediate supervisor ___________________________________

Decision of immediate supervisor and reasons therefor:

Date of decision ________________ ______________________________
(Signature of immediate supervisor)

- -

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

- ☐ I accept the above decision of the immediate supervisor.
- ☐ I hereby refer the above decision to the Superintendent, with reasons detailing nonacceptance at Level I and any relief sought (Level II).

Date of response ________________ ______________________________
(Signature of grievant)

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EXHIBIT

~~STAFF~~ GRIEVANCES

LEVEL II GRIEVANCE FORM C

REFERRAL TO SUPERINTENDENT

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

Grievant _____

Date of formal presentation _____

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

☐ The attached grievance is hereby referred to the Superintendent.

Date of referral _____ _____
(Signature of grievant)

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EXHIBIT

~~STAFF~~ GRIEVANCES

LEVEL II GRIEVANCE FORM D

DECISION OF SUPERINTENDENT

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

Grievant _____

Date of formal grievance presentation _____

Date appeal received by Superintendent _____

Date hearing held by Superintendent (optional) _____

Decision of Superintendent and reasons therefor:

Date of decision _____ _____
(Signature of Superintendent)

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

- ☐ I accept the above decision of the Superintendent.
- ☐ I hereby appeal to the Governing Board for a review of this grievance (Level III).

Date of response _____ _____
(Signature of grievant)

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EXHIBIT

~~STAFF~~ GRIEVANCES

LEVEL III (Final Action) GRIEVANCE FORM E

REVIEW BY GOVERNING BOARD

Grievant _____

Date of formal grievance receipt _____

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

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

Date appeal received by Governing Board _____

BOARD RESPONSE:

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

[TO BE COMPLETED WITHIN FIFTEEN (15) ~~WORKING~~ BUSINESS DAYS OF REVIEW]

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~~PROHIBITED PERSONNEL PRACTICES~~
REPRISALS

Disclosure Protected

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

A. A violation of law.

B. Mismanagement, a gross waste of monies, or an abuse of authority.

An employee, or former employee, who believes that an adverse personnel action taken is the result of such person's disclosure of information under A.R.S. 38-532 shall make a complaint to the Board. The Board shall make a determination pursuant to the rules under A.R.S. 41-783.

Reporting Protected

A governing board or school district employee who has control over personnel decisions shall not take unlawful reprisal against an employee for good-faith reports about certificated personnel engaged in conduct involving minors that is reportable under A.R.S. 13-3620 (Reporting Child Abuse).

Unlawful reprisal means an action taken by a governing board that results in:

A. Disciplinary action.

B. Transfer or reassignment.

C. Suspension, demotion, or dismissal.

D. An unfavorable performance evaluation.

E. Other significant changes in duties or responsibility that are inconsistent with the employee's salary or employment classification.

Adopted: _____

LEGAL REF.:
A.R.S.
13-3620
15-213
15-514
23-425
38-532
41-783

CROSS REF.:
DJ - Purchasing Ethics
DJE - Bidding/Purchasing Procedures

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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PROFESSIONAL STAFF POSITIONS

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

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

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

Adopted: _____

LEGAL REF.:
A.R.S.
15-501
15-502
15-503

CROSS REF.:
CCB - Line and Staff Relations

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~~PROFESSIONAL STAFF~~
~~CONTRACTS AND~~ COMPENSATION

Definitions

Administrator: any school district administrator except a school principal who devotes at least fifty percent (50%) of the principal's time to classroom teaching.

Certificated Teacher: a person who holds a certificate from the state board of education to work in the schools of this state and who is employed under contract in a school district in a position that requires certification except a psychologist or an administrator who devotes at least fifty percent (50%) of the person's time to classroom teaching.

Noncertificated Personnel: employees of the District who are not required by state law or by a District policy, regulation, or job description to possess *teaching certificates* from the Arizona Department of Education for the purpose of performing their jobs.

Compensation

Compensation Statement

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

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

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

Every fiscal year, each School District employee will be provided with a total compensation statement that is broken down by category of benefit or payment and that includes, for that employee, at least all of the following:

A. Base salary and any additional pay.

B. Medical benefits and the value of any employer-paid portions of insurance plan premiums.

C. Retirement benefit plans, including social security.

D. Legally required benefits.

E. Any paid leave.

F. Any other payment made to or on behalf of the employee.

G. Any other benefit provided to the employee.

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Salaries and Benefits

Salaries within the District will be set in accordance with assigned duties and responsibilities. The Superintendent will recommend salary and benefit levels to the Governing Board.

Within budgetary limits, the Board at any time may establish employee salaries and benefits for the upcoming year and will review benefit offerings annually during the budget process. Adjustments may be made as needed to serve the best interests of the District.

Eligibility standards for benefits will also be determined by the Board each year.

Employment Status

Certificated

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

Noncertificated

All noncertificated personnel are either term employees or at-will employees of the District.

Term employee. A term employee is a noncertificated staff member who is employed by the District pursuant to a written contract that specifies the duration of the employment contract, which shall not exceed one (1) year. All noncertificated staff members who are not term employees are at-will employees.

At-will employee. An at-will employee is a noncertificated staff member who is employed by the District for no specific term and who has no right of continued employment. The employment of an at-will employee may be terminated by action of the Governing Board without advance notice. No employee or Governing Board member shall have the authority to make any agreement or contract to the contrary or any agreement with an at-will employee for any specified period of time. No District policy or regulation or item within the District's handbook is intended to - and shall not operate to - create any property or contract rights inconsistent with the at-will employment status of noncertificated staff members.

Adopted: _____

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LEGAL REF.:
A.R.S.
15-341
15-501
15-502
15-503
15-544
15-977

CROSS REF.:
GCF - Professional Staff Hiring
GCO – Evaluations and Contracts ~~of Professional Staff Members~~

GCBA
~~PROFESSIONAL STAFF~~
~~SALARY SCHEDULES~~

SALARIES

Certificated

Administrators

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

Other Certificated Personnel

Salary Schedule

The ~~teacher's compensation plan for new hires~~ salary schedule pertains to personnel holding provisional, basic, or standard certificates at the ~~early childhood,~~ elementary~~,~~ or secondary levels.

Initial Placement on Salary Schedule. New teachers entering the system with prior teaching service, who have met academic and certificated qualifications for Arizona State Department of Education certification, will be given credit for up to eight (8) years for substantiated experience. Additional credit for years of experience beyond eight (8) years must be approved by the Superintendent.

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

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

~~Substitutes~~

Substitute Teachers

Pay for substitute teaching will be established by the Board.

Extra-Duty

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

Advancement on Salary Schedule

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

Other ~~Contract~~ Provisions

Any person who does not work the full ~~contract year~~ term as set by the salary schedule shall be paid on a prorated basis for the number of days to be worked for the remainder of the school year; this shall include school days taught plus the number of days required for orientation.

For newly hired, critical, and difficult-to-fill certificated personnel positions placed on the ~~teacher's compensation plan for new hires~~ teachers' salary schedule, differentials above the stated ~~compensation plan~~ schedule may be paid.

A teacher who is or has been employed by or teaching at a charter school, and was previously employed by the School District, shall receive the benefits, protections, and preferences granted under A.R.S. 15-187~~, if the teacher is appropriately certificated and highly qualified for the position being sought~~.

Non-Certificated

Wages

Initial Placement

Wages for all new noncertificated personnel and for all currently employed personnel selected for another position in the District will be recommended by the Superintendent and approved by the Board at the time of employment. The Superintendent's recommendation will be based on consideration of the candidate's qualifications, relevant job experience, and years of District employment, if applicable.

Advancement

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

Supplementary Pay/Overtime

The Superintendent will recommend extra-duty pay each year for the Board's review and action.

Whenever applicable, pay for extra duty must be coordinated with the regular pay in accordance with the requirements of the Fair Labor Standards Act.

Adopted: ~~date of Manual adoption~~ (NEW ADOPTION DATE)

LEGAL REF.:
A.R.S.
15-502
15-504
15-941

CROSS REF.:
~~GCCE - Professional/Support Staff Conferences/Visitations/Workshops~~
~~GCO-RB - Evaluation of Professional Staff Members~~
GCCA – Types of Leaves
GCO-R – Evaluations and Contracts

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~~**PROFESSIONAL STAFF**~~
~~**SUPPLEMENTARY PAY PLANS**~~

~~**(Extra Duty Pay)**~~

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

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-502~~

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~~FRINGE BENEFITS~~

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

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

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-187~~
~~15-502~~

~~CROSS REF.:~~
~~DKB - Salary Deductions~~
~~GCBA - Professional Staff Salary Schedules~~

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~~PROFESSIONAL / SUPPORT STAFF~~
~~LEAVES AND ABSENCES~~

~~(Absent Without Leave)~~

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

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

~~B. A reason that does not conform to any policy currently in effect; or~~

~~C. Failure to report to work without prior notification to the Superintendent.~~

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

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

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-341~~

GCCA
~~PROFESSIONAL STAFF SICK LEAVE~~

TYPES OF LEAVES

~~(And Personal Leave)~~

~~All professional staff employees shall accrue and may use paid sick and personal leave as set forth in this policy. Accrued paid sick leave may be used when, as the result of personal or family illness, injury or other reason as set forth in this policy below, an employee reasonably needs to be absent from work. A portion of sick leave may be used as personal leave as set forth in this policy below.~~

Leaves may be granted to employees by the Board based on state or federal law, policy, employee agreements and/or employment contracts.

Such leaves may include but are not limited to the following classifications:

Sick Leave

Earned Paid Sick Leave

Per A.R.S. 23-372, each employee shall accrue one (1) hour of earned paid sick time (EPST) for every thirty (30) hours worked. This includes full-time, part-time, and temporary employees. Employees who are exempt from overtime under the Fair Labor Standards Act (FLSA) are assumed to work forty (40) hours per week for EPST purposes, unless their normal week is less than forty (40) hours.

In districts with fifteen (15) or more employees, an employee shall not be entitled to accrue or use more than forty (40) hours of EPST per year, unless the district selects a higher limit.

In districts with fewer than fifteen (15) employees, an employee shall not be entitled to accrue or use more than twenty-four (24) hours of EPST unless the district selects a higher limit.

EPST is carried over to the following year, subject to the forty (40)-hour/twenty-four (24)-hour limits provided above. An employee who separates from employment but is rehired within nine (9) months is entitled to reinstatement of their previously accrued EPST.

A district may provide each employee with an EPST balance for immediate use at the beginning of the year, at the district's sole discretion.

The use of accrued EPST is provided in A.R.S. 23-373.

EPST rights and obligations may be modified pursuant to a valid collective bargaining agreement.

Accrual and Carry Over of Paid Sick Leave

~~Professional staff e~~Employees, including regular and substitute teachers, accrue paid sick leave as follows:

Twelve (12)-month employees:

~~Professional staff e~~Employees who work on a year-round basis – i.e., twelve (12)-month employees – shall receive four (4) paid sick leave days on the first day of each fiscal year and shall accrue an additional eight (8) paid sick leave days on a proportional basis over the remainder of the fiscal year, for a total of twelve (12) paid sick leave days per fiscal year.

Ten (10)-month employees (other than substitute teachers):

~~Professional staff e~~Employees (other than substitute teachers) who work on a ten (10) month per fiscal year basis, including teachers other than substitute teachers, shall receive four (4) paid sick leave days on the first day of their employment each fiscal year and shall accrue an additional six (6) paid sick leave days on a proportional basis over the remaining ten (10) months of their employment for that fiscal year, for a total of ten (10) paid sick leave days per fiscal year.

Permanent substitute teachers:

Permanent substitute teachers accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked. A permanent substitute's accrued paid sick leave that is not used prior to the end of the fiscal year shall be carried forward to the following fiscal year.

Substitute teachers:

Substitute teachers accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum accrual of forty (40) hours per fiscal year, inclusive of any paid sick leave hours carried forward from the prior fiscal year. Substitute teachers may neither accrue nor use more than forty (40) hours of paid sick leave in any fiscal year (these limits do not apply to permanent substitutes).

For ~~a~~ an ~~professional staff~~ employee (other than a substitute teacher), the number of paid sick leave hours that are included in a "day" of accrued paid sick leave is

determined by dividing that employee's regularly scheduled weekly work hours by five (5). *For example*, for an employee who typically works eight (8) hours per day, five (5) days a week, a "day" of accrued paid sick leave equates to eight (8) hours of paid sick leave for that employee (eight [8] *times* five [5] *divided* by five [5] *equals* eight [8]). For an employee who normally works four (4) hours per day, four (4) days a week, a "day" of accrued paid sick leave equates to three and two tenths (3.2) hours of paid sick leave for that employee (four [4] *times* four [4] *divided* by five [5] *equals* three and two-tenths [3.2.]). This paragraph does not apply to substitute teachers because substitute teachers accrue and use paid sick leave on an hourly rather than daily basis.

For accrual purposes, an "exempt" professional staff employee other than a substitute teacher will be assumed to work forty (40) hours each work week unless that employee's normal work week is less than forty (40) hours, in which case accrual of paid sick time shall be based on the hours in that employee's normal work week. Substitute teachers accrue (and use) paid sick leave time on an hourly basis, with accrual of paid sick leave based upon the time clocked in the District time management software. An employee's accrued paid sick leave that is not used prior to the end of the fiscal year shall be carried forward to the following fiscal year.

Use of Paid Sick Leave

Paid sick time may be used, and shall be apportioned, in quarter hour increments, up to an employees' regularly scheduled daily hours.

A permanent substitute or other substitute teacher who uses paid sick leave on a day when he or she was scheduled or asked to work shall be paid for either (8) hours, or the number of paid sick leave hours the substitute teacher has available, whichever is less.

Accrued paid sick leave may be used for any of the following reasons:

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

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

C. Reasons related to child care, domestic violence, sexual violence, abuse or stalking, and legal services as described in A.R.S. 23-373.

Communicable Disease Exposure/

Outbreak Exclusion

When an employee is excluded from the workplace due to a communicable disease outbreak response, or because the health authorities having jurisdiction determine the employee's presence in the community may jeopardize the health of others due to exposure to a communicable disease, the employee may use available accrued sick leave, consistent with A.R.S. 23-373.

If the employee does not have accrued paid leave available, or chooses not to use available paid leave, the absence shall be addressed under Leave of Absence Without Pay or applicable leave provision of this policy, consistent with employment agreements and law.

Family and Medical Leave

The District shall comply with all components of the Family and Medical Leave Act (FMLA). Eligible employees are entitled up to twelve (12) or twenty-six (26) weeks of leave as designated in the FMLA. Any employee seeking to understand rights under FMLA may inquire with the benefits department in Human Resources, review posted materials, and/or review GCCA-RB.

Notice, Scheduling and Documentation of Use of Paid Sick Leave

Whenever reasonably possible, an employee shall give the District advance notice of the need to use paid sick leave and shall include in such notice the expected duration of the absence.

When the need to use paid sick leave is foreseeable, the employee shall make reasonable good faith efforts to:

A. Provide to the District as much advance notice of the need to use leave as is reasonably possible; and

B. Schedule the use of such leave in a manner that does not unduly disrupt District operations.

If an employee uses three (3) or more consecutive work days of paid sick leave that is not used as personal leave, the District may require the employee to provide reasonable documentation that the paid sick leave has been used for an authorized purpose, as set out above. Documentation signed by a health care professional indicating that the employee's use of paid sick leave is necessary shall be considered reasonable documentation for purposes of this section.

Definition of Family Member

For the purpose of this policy and as defined in A.R.S. 23-371, "family member" means:

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

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

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

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

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

Miscellaneous Provisions

If an employee exhausts all paid and Family and Medical Leave Act (FMLA) leave that the employee has available, the employee must request an unpaid leave of absence pursuant to District policy.

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

When there is a separation from employment and the employee is rehired by the District within nine (9) months thereafter, previously accrued but unused paid leave shall be reinstated.

The District shall not retaliate against an employee for the employee's proper use of paid sick leave as set out in this policy.

Banked Sick Leave

A district may provide a mechanism for the voluntary transfer of accrued sick leave among employees. See Policy GCCG Professional/Support Staff Voluntary Transfer of Accrued Sick Leave.

Personal Leave

A district may grant leave for an employee's personal business, bereavement, religious observances, and other approved situations.

~~In addition to the above and subject to the restrictions and limitations on the use of personal leave set out in Policy GCCB, an~~ An employee may use a portion of his or her paid sick leave as personal leave, as follows:

A. For twelve (12)-month employees who have completed less than ten (10) years of employment in the District, up to four (4) paid sick leave days per fiscal year may be used as personal leave.

B. For twelve (12)-month employees who have completed ten (10) or more years of employment in the District, up to five (5) paid sick leave days per fiscal year may be used as personal leave.

C. For ten (10)-month employees other than substitute teachers, up to ten (10) paid sick leave days per fiscal year may be used as personal leave. These personal leave days only may be used from the current year's allocation of available sick leave and may not be used from accrued sick leave from prior years.

Personal leave days used are deducted from the employee's accrued paid sick leave, except that after having completed fifteen (15) years of employment in the District, the employee's first day of personal leave in any given fiscal year will not be deducted from the employee's accrued paid sick leave.

A request for use of personal leave need not state the reason the leave is needed. Any such request, however, must be submitted electronically through District software and approved by the school principal or director at least three (3) working days prior to the date of the personal leave. In emergency situations, the District may waive the three (3) working day notice requirement. In both emergency and non-emergency situations, the District reserves the right to request the reason for the requested leave.

Personal leave may be granted for up to five percent (5%) of the employees at each site on the day before or after a regularly scheduled holiday or recess.

Personal leave will not normally be granted during the first or last week of school. The District recognizes that some flexibility in the policy is required to accommodate those unique, rare, or unforeseen circumstances where the need for leave is undisputed and compelling. In these circumstances, a reason for the absence must be given.

Additional personal leave may be available under special circumstances, if and to the extent authorized by the Superintendent.

Employees absent due to the observation of special religious holidays may receive one of the following accommodations to be determined in the discretion of the District: (a) personal leave as authorized by policy; (b) working an equal amount of compensation time; or (c) authorizing the daily substitute rate to be deducted from the contracted salary.

An additional day of personal leave is available for a religious holiday upon the employee's request.

Bereavement Leave

With the approval of the supervisor an eligible employee may be absent for up to five (5) days (prorated to full time equivalent [FTE]) with full pay on each occasion in the case of death of a relative or family member. For the purpose of this paragraph of this policy, relatives or family members include spouse, child, mother, father, brother, sister, sister-in-law, brother-in-law, grandparents, spouse's grandparents, grandchild, spouse's grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, step-child, step-mother, and step-father. These days are not deducted from accumulated sick leave. Up to an additional five (5) days, which are deducted from accumulated sick leave, may be granted for extended travel.

With the approval of the supervisor, an employee may be absent up to three (3) days in case of the death of an aunt, uncle, niece, nephew, or cousin. These days are deducted from accumulated sick leave.

Crime Victim Leave

A district with fifty (50) or more employees as determined by law shall allow an employee leave if the employee is the victim of a juvenile or adult crime and is exercising a right to be present at a proceeding as defined in A.R.S. 8-420 and/or 13-4439. While the district is not required to compensate the employee when the employee leaves work to attend such proceedings, the district is prohibited from dismissing the employee or discriminating against the employee in compensation or other terms, conditions, or privileges of employment because the employee exercised their victim leave rights under A.R.S. 8-420 or 13-4439. Leave for this purpose may be limited if the leave creates an undue hardship to the employer's business.

Regardless of the number of employees employed by the District, EPST may also be used for certain absences occasioned by the employee or their family member having been the victim of domestic violence, sexual violence, abuse, or stalking. [A.R.S. 23-373(A)(4), (G), (H), and (I)]

Jury Duty Leave

Jury duty leaves of absence must be provided per A.R.S. 21-236.

Voting Leave

An employee may take time from work to vote in a primary or general election per A.R.S. 16-402.

Military Leave

An employee who is a member of the Military Reserve or National Guard shall be entitled to leave of absence without loss of pay, time, or efficiency rating when engaged in field training up to the statutory limit [A.R.S. 26-168 and 38-610].

An employee who is a member of the uniformed service may use any vacation leave or other accumulated paid time off during their service or may take unpaid leave of absence.

The District must reemploy uniformed service members, as provided in 38 U.S.C. 4301 *et seq.*, after returning from a period of service.

Holiday Leave

Employees shall be entitled to holidays and breaks as established by the Governing Board and noted on each year's school calendar, consistent with Arizona Revised Statutes. Uncompensated days off will be established by the Board and noted on each year's school calendar. When July 4, Veterans' Day, December 25, or Thanksgiving Day, occurs within the school week, the schools shall be closed, and the compensation of the teachers shall not be diminished on that account. The Governing Board may declare a recess during the Christmas holiday season not to exceed two (2) school weeks, and teachers shall receive compensation during the recess. [A.R.S. 15-801]

Other holidays will be established by the school calendar.

Qualifying for Paid Holidays

If an employee is eligible to receive a paid holiday, the employee must be working or be on paid leave immediately preceding and following a regularly scheduled holiday. Except, if an employee is eligible to receive pay for the *first* (1st) five (5) winter holidays, the employee must be working or on paid leave at least half of the scheduled work days for fall semester; if an employee is eligible to receive pay for the *second* (2nd) five (5) winter holidays, the employee must be working or on paid leave at least half (1/2) of the scheduled work days for spring semester.

An employee cannot elect to defer available paid leave in order to be on paid status before or after a holiday. Employees will be paid all available paid leave before being placed on unpaid leave.

Vacation Leave

A district may grant vacation leave as it deems appropriate.

Eligibility

For the purpose of this policy, the following employees are eligible for vacation and paid holidays: Employees, including administrators, who work on a twelve (12)

month basis for at least four (4) hours per day, whose paid vacation shall be accrued prorated at their respective full-time equivalences.

Accrual

Vacation hours for eligible employees are accrued monthly using the following formula: Annual vacation days multiplied by hours worked per day divided by twelve (12) months.

Vacation hours for eligible employees are accrued as follows:

Employees Hired on July 1, 2018 and After:

A. During the first through fifth years of service, the employee will accrue ten (10) vacation days.

B. During the sixth through tenth years of service, the employee will accrue fifteen (15) vacation days.

C. Following the completion of the tenth (10) year of service, the employee will accrue twenty (20) vacation days.

Employees Hired by June 30, 2018:

A. During the first and second years of service, the employee will accrue ten (10) vacation days.

B. During the third and fourth years of service, the employee will accrue fifteen (15) vacation days.

C. During the fifth through tenth years of service, the employee will accrue twenty (20) vacation days.

D. Following the completion of the tenth (10) year of service, the employee will accrue twenty-one (21) vacation days.

Vacation days will be prorated for a partial year of employment.

Administrators: Unless the administrator's written contract specifies otherwise, a District administrator on a twelve (12) month appointment is entitled to twenty-one (21) vacation days annually.

Earned vacation must be taken by June 30 of the year following the year in which it is earned or it will be forfeited, unless special arrangements have been made with the employee's supervisor and approved by the Superintendent. A request for vacation must be submitted electronically and approval granted by the employee's supervisor at least (3) days prior to vacation leave.

Sabbatical Leave

Sabbatical leave may be granted to certificated teaching and administrative personnel for a maximum of one (1) year when conforming to A.R.S. 15-510 and other applicable Arizona Revised Statutes. The maximum number of sabbaticals granted within the District in any year shall not exceed one percent (1%) of the District's certificated staff. While on sabbatical leave, payment for qualified employees shall be at the following established rate: 7-10 years (1/4 pay); 11-15 years (1/3); 16+ years (1/2 pay). Normal salary deductions shall be taken. A request for sabbatical leave must be submitted to the Superintendent prior to March 1 of the current school year if leave is to commence in August or thereafter of the following school year.

Professional Development Leave

To attend meetings or conferences, employees must obtain approval from the administration at least twenty (20) days prior to the meeting or conference dates (whenever such prior request is possible).

Leave of Absence Without Pay

The District recognizes that on occasion extenuating circumstances arise that may necessitate absence from duty that is not covered by other specific leave provisions of the District. To address such situations, a leave of absence, without pay, may be granted to certificated or non-certificated personnel for not longer than one (1) year when deemed reasonable, for good cause, and not detrimental to education within the School District.

Requests

Each request for a leave of absence without pay shall be in a written application stating the purpose of the leave of absence, the starting date and duration of the leave of absence, the facts as to its necessity or advisability, and any other information the applicant deems relevant to the request.

Approval

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

A. Approved by the Superintendent if the leave period does not exceed twelve (12) weeks; or

B. Recommended by the Superintendent and approved by the Governing Board if the leave period exceeds twelve (12) weeks.

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

Preservation of Rights for Continuing

Certificated Teachers

In accordance with A.R.S. 15-510, all rights of retirement, accrued leave with pay, salary increments and other benefits provided by law shall be preserved and available to the continuing certificated teacher after the termination of the leave of absence.

Absent Without Leave

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

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

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

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

Employees shall not be compensated for time lost due to being absent without leave.

An employee who is ~~not required to be compensated for accrued but unused paid sick leave upon the employee's termination, resignation, retirement or other separation from employment unless such compensation is expressly provided for in a separate Governing Board policy and the employee qualifies for such payment.~~ absent from work without prior approval is subject to disciplinary action, up to and including dismissal, in accordance with applicable law, Governing Board policy, and established District procedures.

Adopted: ~~May 14, 2024~~ (UPDATE WITH NEW ADOPTION DATE)

LEGAL REF.:
A.R.S.
8-386
8-420
13-4405
13-4439
15-187
15-341
15-502
15-510
15-801
16-402
21-236

23-363
23-364
23-371
23-372
23-373
23-374
23-375
26-168
38-608
38-610
38-615
29 U.S.C. 2601 *et seq.*
38 U.S.C. 4301 *et seq.*
29 CFR 825.100 *et seq.*

CROSS REF.:
GCBA - ~~Professional Staff Salary Schedules~~ Salaries
GCCG - Professional/Support Staff Voluntary Transfer of Accrued Sick Leave.

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GCCA-RA ©

REGULATION

TYPES OF LEAVES

(Sick Leave/Earned Paid Sick Time)

Use of Earned Paid Sick Time

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

A. An employee's mental or physical illness, injury or health condition or care for a family member with these conditions; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care for a family member with these conditions; an employee's need for preventive medical care or care for a family member with these conditions;

B. Reasons as described in A.R.S. 23-373 including but not limited to: public health emergency/exposure circumstances (including workplace closure or a child's school/place of care closure), domestic violence, sexual violence, abuse or stalking, and legal services.

Employee Request

Earned paid sick time shall be provided upon the request of an employee made orally, in writing, by electronic means or by any other means acceptable to the employer. When possible, the request shall include the expected duration of the absence.

The employee shall try to provide notice as early as possible and try to schedule the sick time so it disrupts District operations as little as possible.

If an employer requires notice from an employee needing to use earned paid sick time, even when the need was not foreseeable, the employer must provide a written policy of the required procedures for providing such notice. If this is not done, the employer cannot deny earned paid sick time because the employee did not follow the correct procedures.

An employee is not responsible for finding a replacement worker for an absence when using earned paid sick time.

Earned paid sick time may be used in the smallest hourly increments used by the District to account for absences or use of other time.

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If an employee requests paid sick time for three (3) or more consecutive work days, the District may request reasonable documentation (documentation signed by a health care professional) indicating that earned paid sick time is necessary. Reasonable documentation in cases of domestic violence, sexual violence, abuse or stalking, is provided in A.R.S. 23-373(G). An employer may not require that document explain the nature of the health condition or the details of the domestic violence, sexual violence, abuse or stalking.

Accrual of Earned Paid Sick Time

Accrual of earned paid sick time shall be determined in accordance with A.R.S. 23-372(D).

Per A.R.S. 23-372, the following guidelines shall be used in determining accrual of earned paid sick time.

Number of Employees:

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

B. Employees of a district with fewer than fifteen (15) employees shall accrue a minimum of one (1) hour of earned paid sick time for every thirty (30) hours worked, but employees shall not be entitled to accrue or use more than twenty-four (24) hours of earned paid sick time per year, unless the District selects a higher limit.

Number of employees should be determined in accordance with A.R.S. 23-372(C).

District Paid Leave

A district with a paid leave policy, such as a paid time off policy, that makes available an amount of paid leave sufficient to meet the accrual requirements listed above that may be used for the same purposes and under the same conditions as earned paid sick time under statute is not required to provide additional paid sick time.

Unused Sick Time

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

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Notice:

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

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

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

D. A district's violation of the notice requirements shall be subject to a civil penalty as prescribed in A.R.S. 23-364.

Retaliation Prohibited

It is unlawful for a district or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected in statute.

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

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

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

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Definitions

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

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

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

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

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

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

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REGULATION

TYPES OF LEAVES

(Family and Medical Leave Act)

Family and Medical Leave Act (FMLA) Leave

Regulations, Process and Forms

The District shall fully comply with the Family and Medical Leave Act in accordance with the requirements of federal law and guidance issued by the U.S. Department of Labor. All procedures, forms, and timelines shall conform to these requirements.

Information and resources regarding FMLA rights and responsibilities, including required forms, are available from the U.S. Department of Labor at:

https://www.dol.gov/agencies/whd/fmla

https://www.dol.gov/agencies/whd/fmla/forms

Number of Employees

FMLA applies to any employer that employs fifty (50) or more employees in twenty (20) or more workweeks in the current or preceding calendar year.

The employee must work at a location where the employer employs at least fifty (50) employees within seventy-five (75) miles.

All districts must post required FMLA information regardless of number of employees. Posters are available at the FMLA link above.

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REGULATION

TYPES OF LEAVES

(Professional Development)

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

A. Value of the meeting or conference.

B. Funds available in the appropriate budgets.

C. Availability of a substitute, if one is necessary.

With prior approval, expenses associated with authorized employee attendance at meetings and conferences may be eligible for compensation in accordance with District Policy DKC. Staff member travel and expense for participation in student field trips and excursions shall be in accordance with District Policy IJOA.

Employee absences for attendance at or participation in professional association activities are not eligible for compensation under the employee's contract or work agreement. The District may authorize an employee to take other eligible unused accumulated compensated leave for a personal, professional, or other lawful purpose.

For the purpose of this policy, *professional association activities* for which compensation is not available do not include in-service training in the certificated employee's assigned area of employment.

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EXHIBIT

TYPES OF LEAVES

MILITARY / LEGAL LEAVE

Part 200 - Regulations Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (Appendix to Part 1002 - Your Rights Under USERRA)

The Uniformed Services Employment and Reemployment Rights Act

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

Reemployment Rights

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

A. you ensure that your employer receives advance written or verbal notice of your service;

B. you have five (5) years or less of cumulative service in the uniformed services while with that particular employer;

C. you return to work or apply for reemployment in a timely manner after conclusion of service; and

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

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

Right to be Free from Discrimination and Retaliation

If you:

A. are a past or present member of the uniformed service;

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B. have applied for membership in the uniformed service; or

C. are obligated to serve in the uniformed service;

then an employer may not deny you:

A. initial employment;

B. reemployment;

C. retention in employment;

D. promotion; or

E. any benefit of employment

because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

Health Insurance Protection:

A. If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to twenty-four (24) months while in the military.

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

Enforcement:

A. The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.

B. For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USA-DOL or visit its website at http://www.dol.gov/agencies/vets/programs/userra. An interactive online USERRA Advisor can be viewed at https://webapps.dol.gov/elaws/vets/userra/.

C. If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice for representation.

D. You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

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The rights listed here may vary depending on the circumstances. This notice was prepared by VETS, and may be viewed on the Internet at this address: http://www.dol.gov/vets/programs/userra/poster.htm.

Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying this notice where they customarily place notices for employees.

U.S. Department of Labor, Veterans
Employment and Training Service
Washington, DC 20210
1-866-487-2365

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~~PROFESSIONAL / SUPPORT STAFF~~
~~PERSONAL / EMERGENCY /~~
~~RELIGIOUS LEAVE~~

~~Each staff member will be granted personal leave not to exceed two (2) days per year. No more than ten percent (10%) of the staff or other groupings of employees may take personal leave at any one time. Requests for personal leave must be received at least four (4) working days prior to the first day of leave, and must be approved by the principal.~~

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

~~Personal leave will not be granted during the following periods:~~

~~A. On the day immediately preceding or following a holiday or vacation.~~

~~B. During the first two (2) weeks of school or the last two (2) weeks of school.~~

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-510~~

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EXHIBIT

PROFESSIONAL / SUPPORT STAFF
LEAVES OF ABSENCE WITHOUT PAY

CERTIFICATION OF HEALTH CARE PROVIDER
(Family and Medical Leave Act of 1993)
When completed, this form goes to the employee.

1. Employee's Name _____

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

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

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

_____
_____

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

5. a. State the approximate **date** the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present ***incapacity***[2] if different):

b. Will it be necessary for the employee to take work only **intermittently or to work on a less than full schedule** as a result of the condition (including for treatment described in Item 6 below)?

If yes, give the probable duration:

c. If the condition is a **chronic condition** (condition 4) or **pregnancy**, state whether the patient is presently incapacitated[2] and the likely duration and frequency of **episodes of incapacity**[2]:

_____
_____

[1] Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

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

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

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

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

C **If a regimen of continuing treatment** by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

---

7. a. If medical leave is required for the employee's **absence from work** because of the **employee's own condition** (including absences due to pregnancy or a chronic condition), is the employee **unable to perform work** of any kind?

b. If able to perform some work, is the employee **unable to perform any one (1) or one (1) or more of the essential functions of the employee's job** (the employee or the employer should supply you with information about the essential job functions)? If yes, please list the essential functions the employee is unable to perform:

c. If neither a. nor b. above applies, is it necessary for the employee to be **absent from work for treatment**?

---

8. a. If leave is required to **care for a family member** of the employee with a serious health condition, **does the patient require assistance** for basic medical or personal needs or safety, or for transportation?

b. If no, would the employee's presence to provide **psychological comfort** be beneficial to the patient or assist in the patient's recovery?

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c. If the patient will need care only **intermittently** or on a part-time basis, please indicate the probable **duration** of this need:

Signature of Health Care Provider | Type of Practice

Address | Telephone Number

Date

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

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

Employee Signature | Date

Definitions

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

1. Hospital Care

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

2. Absence Plus Treatment

(a) A period of incapacity[2] of **more than three (3) consecutive calendar days** (including any subsequent treatment or period of incapacity[2] relating to the same condition), that also involves:

(1) **Treatment**[3] **two (2) or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(2) **Treatment** by a health care provider on **at least one (1) occasion** which results in a **regimen of continuing treatment**[4] under the supervision of the health care provider.

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3. Pregnancy

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

4. Chronic Conditions Requiring Treatments

A chronic condition which:

(1) Requires **periodic visits** for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(2) Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and

(3) May cause **episodic** rather than a continuing period of incapacity[2] (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of **Incapacity**[2] which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of Incapacity2 of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

This optional form may be used by employees to satisfy a mandatory requirement to furnish a medical certification (when requested) from a health care provider, including second or third opinions and recertification (29 C.F.R. 825.306).

---

[3] Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

[4] A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

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EXHIBIT

PROFESSIONAL / SUPPORT STAFF
LEAVES OF ABSENCE WITHOUT PAY

EMPLOYER RESPONSE TO EMPLOYEE REQUEST
FOR FAMILY OR MEDICAL LEAVE
(Family and Medical Leave Act of 1993
Optional Use Form - See 29 C.F.R. § 825.300)

Date: _____

To: _____
(Employee's Name)

From: _____
(Name of Appropriate Employer Representative)

Subject: **REQUEST FOR FAMILY/MEDICAL LEAVE**

On _____, you notified us of your need to take family/
(Date)
medical leave due to:

[ ] The birth of a child, or the placement of a child with you for adoption or foster care; or

[ ] A serious health condition that makes you unable to perform the essential functions for your job; or

[ ] A serious health condition affecting your [ ] spouse, [ ] child, [ ] parent, for which you are needed to provide care; or

[ ] A qualifying exigency (as the Secretary shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

You notified us that you need this leave beginning on _____.
(Date)

and that you expect leave to continue until on or about _____.
(Date)

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Except as explained below, you have a right under the FMLA for up to twelve (12) weeks of unpaid leave in a twelve (12) month period for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or 2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

This is to inform you that: (*check appropriate boxes: explain where indicated*)

1. You are [ ] eligible [ ] not eligible for leave under the FMLA.

2. The requested leave [ ] will [ ] will not be counted against your annual FMLA leave entitlement.

3. You [ ] will [ ] will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by _____ (insert date; must be at least fifteen [15] days after you are notified of this requirement), or we may delay the commencement of your leave until the certification is submitted.

4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We [ ] will [ ] will not require that you substitute accrued paid leave for unpaid FMLA leave. If paid leave will be used, the following conditions will apply: (Explain)

5. (a) If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payment have been discussed with you, and it is agreed that you will make premium payments as follows: (Set forth dates, e.g., the tenth [10th] of each month, or pay periods, etc., that specifically cover the agreement with the employee.)

   (b) You have a minimum thirty (30) day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least fifteen (15) days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work. We [ ] will [ ] will not pay your share of health insurance premiums while you are on leave.

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(c) We o will o will not do the same with other benefits (e.g., life insurance, life insurance, disability insurance, etc.) while you are on FMLA leave. If we do pay your premiums for other benefits, when you return from leave you [ ] will [ ] will not be expected to reimburse us for the payments made on your behalf.

6. You [ ] will [ ] will not be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until certification is provided.

7. (a) You [ ] are [ ] are not a "key employee" as described in § 825.217 of the FMLA regulations. If you are a "key employee:" restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to the District as discussed in § 825.218.

(b) We [ ] have [ ] have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us §825.219 of the FMLA regulations.)

8. While on leave, you [ ] will [ ] will not be required to furnish us with periodic reports every _____ (indicate interval of periodic reports, as appropriate for the particular leave situation) of your status and intent to return to work (see § 825.309 of the FMLA regulations). If the circumstances of your leave change and you are able to return to work earlier than the date indicated on the reverse side of this form, you [ ] will [ ] will not be required to notify us at least two (2) work days prior to the date you intend to report to work.

9 You [ ] will [ ] will not be required to furnish recertification relating to a serious health condition. (Explain below, if necessary, including the interval between certifications as prescribed in §825.308 of the FMLA regulations.)

This optional use form may be used to satisfy mandatory employer requirements to provide employees taking FMLA leave with written notice detailing specific expectations and obligations of the employee and explaining any consequences of a failure to meet these obligations. (29 C.F.R. 825.300(b).)

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~~EXHIBIT~~

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

~~YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993~~

~~The Family and Medical Leave Act of 1993 (FMLA) requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for their employer for at least one (1) year, and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months, and if there are at least fifty (50) employees within seventy-five (75) miles. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.~~

~~*Reasons for Taking Leave*~~

~~Unpaid leave must be granted for any of the following reasons:~~

~~A. To care for the employee's child after birth, or placement for adoption or foster care;~~

~~B. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or~~

~~C. For a serious health condition that makes the employee unable to perform the employee's job.~~

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

~~*Advance Notice and Medical Certification*~~

~~The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.~~

~~A. The employee ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable."~~

~~B. An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.~~

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Job Benefits and Protection:

A. For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."

B. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

C. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

A. interfere with, restrain, or deny the exercise of any right provided under FMLA.

B. discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement:

A. The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.

B. An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

For Additional Information

If you have access to the Internet visit the FMLA website: http://www.dol.gov/esa/whd/fmla. To locate your nearest Wage-Hour Office, telephone the Wage-Hour toll-free information and help line at 1-866-4USWAGE (1-866-487-9243); a customer service representative is available to assist you with referral information from 8am to 5pm in your time zone; or log onto the following at http://www.wagehour.dol.gov.

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

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EXHIBIT

PROFESSIONAL / SUPPORT STAFF
LEAVES OF ABSENCE WITHOUT PAY

MILITARY FAMILY LEAVE

The National Defense Authorization Act for FY 2008 (NDAA), Public Law 110-181, Section 585(a), amended the Family and Medical Leave Act of 1993 (FMLA) to provide eligible employees working for covered employers two (2) important new leave rights related to military service:

(1) New Qualifying Reason for Leave. Eligible employees are entitled to up to twelve (12) weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining "any qualifying exigency." In the interim, employers are encouraged to provide this type of leave to qualifying employees.

(2) New Leave Entitlement. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for the servicemember. This provision became effective immediately upon enactment. This military caregiver leave is available during "a single twelve (12) month period" during which an eligible employee is entitled to a combined total of twenty-six (26) weeks of all types of FMLA leave.

Additional information on the amendments and a version of Title I of the FMLA with the new statutory language incorporated are available on the FMLA amendments Web site at http://www.dol.gov/agencies/whd/fmla/law.

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

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EXHIBIT

PROFESSIONAL / SUPPORT STAFF
LEAVES OF ABSENCE WITHOUT PAY

FACT SHEET NO. 28:
THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

The FMLA became effective on August 5, 1993 for most employers and entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave in a twelve (12) month period for specified family and medical reasons. Amendments to the FMLA by the National Defense Authorization Act for FY 2008 (NDAA). Public Law 110-181, expanded the FMLA to allow eligible employees to take up to twelve (12) weeks of job-protected leave in the applicable twelve (12) month period for any "qualifying exigency" arising out of the fact that a covered military member is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. The NDAA also amended the FMLA to allow eligible employees to take up to twenty-six (26) weeks of job-protected leave in a "single twelve (12)-month period" to care for a covered servicemember with a serious injury or illness.

Employer Coverage

FMLA applies to all public agencies, including state, local and federal employers, local education agencies (schools), and private-sector employers who employed fifty (50) or more employees in twenty (20) or more workweeks in the current or preceding calendar year, including joint employers and successors of covered employers.

Employee Eligibility

To be eligible for FMLA benefits, an employee must:

A. work for a covered employer;

B. have worked for the employer for a total of twelve (12) months;

C. have worked at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) months; and

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D. work at a location in the United States or in any territory or possession of the United States where at least fifty (50) employees are employed by the employer within seventy-five (75) miles.

While the twelve (12) months of employment need not be consecutive, employment periods prior to a break in service of seven (7) years or more need not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA), or a written agreement, including a collective bargaining agreement, exists concerning the employer's intention to rehire the employee after the break in service. See, special rules for returning reservists under USERRA.

Leave Entitlement

A covered employer must grant an eligible employee up to a total of twelve (12) workweeks of unpaid leave during any twelve (12)-month period for one (1) or more of the following reasons:

A. For the birth and care of a newborn child of the employee;

B. For placement with the employee of a son or daughter for adoption or foster care;

C. To care for a spouse, son, daughter, or parent with a serious health condition;

D. To take medical leave when the employee is unable to work because of a serious health condition; or

E. For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

A covered employer also must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of twenty-six (26) workweeks of unpaid leave during a "single twelve (12) month period" to care for the servicemember.

Spouses employed by the same employer are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of twelve (12) weeks (or twenty-six [26] weeks if leave to care for a covered servicemember with a serious injury or illness is also used). Leave for birth and care, or placement for adoption or foster care, must conclude within twelve (12) months of the birth or placement.

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Under some circumstances, employees may take FMLA leave intermittently - taking leave in separate blocks of time for a single qualifying reason - or on a reduced leave schedule - reducing the employee's usual weekly or daily work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation. If FMLA leave is for birth and care, or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.

Under certain conditions, employees or employers may choose to "substitute" (run concurrently) accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

"*Serious health condition*" means an illness, injury, impairment, or physical or mental condition that involves either:

A. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or

B. Continuing treatment by a health care provider, which includes:

1. A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:

a. treatment two (2) or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within seven [7] days and both within thirty [30] days of the first day of incapacity); or

b. one (1) treatment by a health care provider (i.e., an in-person visit within seven [7] days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or

2. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or

3. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or

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4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or

5. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.

Maintenance of Health Benefits

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

Job Restoration

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked, products sold, or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave.

An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed.

Notice and Certification

Employee Notice

Employees seeking to use FMLA leave are required to provide thirty (30)-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable - generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.

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~~Employees must provide sufficient information for an employer reasonably to determine whether the FMLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to perform the functions of the job, and/or that the employee or employee's qualifying family member is under the continuing care of a health care provider.~~

~~When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. When an employee seeks leave, however, due to a FMLA-qualifying reason for which the employer has previously provided the employee FMLA-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.~~

~~Employer Notice~~

~~Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to one hundred ten dollars ($110) for each separate offense. Additionally, employers must either include this general notice in employee handbooks or other written guidance to employees concerning benefits, or must distribute a copy of the notice to each new employee upon hiring.~~

~~When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA purpose, the employer must notify the employee of his or her eligibility to take leave, and inform the employee of his/her rights and responsibilities under FMLA. When the employer has enough information to determine that leave is being taken for a FMLA-qualifying reason, the employer must notify the employee that the leave is designated and will be counted as FMLA leave.~~

~~Certification~~

~~Employers may require that an employee's request for leave due to a serious health condition affecting the employee or a covered family member be supported by a certification from a health care provider. An employer may require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. An employer may use a health care provider, a human resource professional, a leave administrator, or a management official - but not the employee's direct supervisor - to authenticate or clarify a medical certification of a serious health condition. An employer may have a uniformly-applied policy requiring employees returning from leave for their own serious health condition to submit a certification that they are able to resume work. If reasonable safety concerns exist, an employer may, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave.~~

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Unlawful Acts

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

Enforcement

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also be able to bring a private civil action against an employer for violations.

Other Provisions

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent leave or when leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 C.F.R. Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to an "eligible" employee's use of leave required by FMLA.

For additional information, visit the Wage and Hour Division Website: http://www.wagehour.dol.gov and/or call the toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

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~~PROFESSIONAL / SUPPORT STAFF~~
~~MILITARY / LEGAL LEAVE~~

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

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

~~Jury Duty~~

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

~~Only the regular salary may be received by an employee on jury duty.~~

~~1. It is the responsibility of the employee to reimburse the District for jury duty pay when such payment is made directly to the employee. Failure to reimburse the District at the completion of the jury duty service will result in a full deduction equal to the number of contract days missed.~~

~~2. An employee excused from jury duty after being summoned shall report for regular duty as soon as possible. Failure to report for duty will result in a deduction equal to that portion of a contract day missed [A.R.S. 21-236].~~

~~Victim Leave~~

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

~~A. An employee's accrued vacation, personal, sick or other applicable leave shall be used to the extent available by policy.~~

~~B. If paid leave is unavailable, the employee must request an unpaid leave of absence in accord with policy.~~

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

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

Military Leave:

A. An employee who is a member of the Military Reserve or National Guard shall be entitled to leave of absence without loss of pay, time, or efficiency rating when engaged in field training [A.R.S. 26-168 and 38-610].

B. An employee who is a member of the uniformed service may use any vacation leave or other accumulated paid time off during their service, or may take unpaid leave of absence.

C. The District must reemploy uniformed service members, as defined in 38 U.S.C. 4303, returning from a period of service, if the service member:

1. Was employed by the District.

2. Gave the District notice that he or she was leaving the job for service in the uniformed services, unless giving notice was precluded by military necessity or otherwise impossible or unreasonable.

3. Has a cumulative period of service in the uniformed services not exceeding five (5) years.

4. Was not released from service under dishonorable or other punitive conditions.

5. Has reported back to the District in a timely manner or has submitted a timely application for reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act.

Adopted: _____

LEGAL REF.:
A.R.S.
8-386
8-420
13-4405
15-502
16-402
21-236
26-168
38-610
A.G.O.
I80-177
38 U.S.C. 4301 *et seq*., Uniformed Services Employment and Reemployment Rights Act

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EXHIBIT

PROFESSIONAL / SUPPORT STAFF
MILITARY / LEGAL LEAVE

Part 200 - Regulations Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (Appendix to Part 1002 - Your Rights Under USERRA)

The Uniformed Services Employment and Reemployment Rights Act

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

Reemployment Rights

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

A. you ensure that your employer receives advance written or verbal notice of your service;

B. you have five years or less of cumulative service in the uniformed services while with that particular employer;

C. you return to work or apply for reemployment in a timely manner after conclusion of service; and

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

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

Right to be Free from Discrimination and Retaliation

If you:

A. are a past or present member of the uniformed service;

B. have applied for membership in the uniformed service; or

C. are obligated to serve in the uniformed service;

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then an employer may not deny you:

A. initial employment;

B. reemployment;

C. retention in employment;

D. promotion; or

E. any benefit of employment;

because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

Health Insurance Protection:

A. If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to twenty four (24) months while in the military.

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

Enforcement:

A. The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.

B. For assistance in filing a complaint, or for any other information on USERRA, contact VETS at **1-866-4-USA-DOL** or visit its website at **http://www.dol.gov/agencies/vets/programs/userra**. An interactive online USERRA Advisor can be viewed at **https://webapps.dol.gov/elaws/vets/userra/**.

C. If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice for representation.

D. You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

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~~The rights listed here may vary depending on the circumstances. This notice was prepared by VETS, and may be viewed on the Internet at this address: http://www.dol.gov/vets/programs/userra/poster.htm.~~

~~Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying this notice where they customarily place notices for employees.~~

~~**U.S. Department of Labor, Veterans Employment and Training Service**~~
~~**Washington, DC 20210**~~
~~**1-866-487-2365**~~

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~~PROFESSIONAL / SUPPORT STAFF~~
~~CONFERENCES / VISITATIONS / WORKSHOPS~~

~~To attend meetings or conferences, employees must obtain approval from the administration at least twenty (20) days prior to the meeting or conference dates (whenever such prior request is possible).~~

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

~~A. Value of the meeting or conference.~~

~~B. Funds available in the appropriate budgets.~~

~~C. Availability of a substitute, if one is necessary.~~

~~With prior approval, expenses associated with authorized employee attendance at meetings and conferences may be eligible for compensation in accordance with District Policy DKC. Staff member travel and expense for participation in student field trips and excursions shall be in accordance with District Policy IJOA.~~

~~Employee absences for attendance at or participation in professional association activities are not eligible for compensation under the employee's contract or work agreement. The District may authorize an employee to take other eligible unused accumulated compensated leave for a personal, professional, or other lawful purpose.~~

~~For the purpose of this policy, professional association activities for which compensation is not available do not include in-service training in the certificated employee's assigned area of employment.~~

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-504~~
~~38-621~~

~~CROSS REF.:~~
~~GCB - Professional Staff Contracts and Compensation~~
~~GCC - Professional/Support Staff Leaves of Absence~~
~~GDB - Support Staff Contracts and Compensation~~
~~IJOA - Field Trips~~

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~~SABBATICAL LEAVE~~

~~Sabbatical leave may be granted to certificated teaching and administrative personnel for a maximum of one (1) year when conforming to Arizona Revised Statute, 15-510.~~

~~Application for sabbatical leave must be received by March 15. It will be considered within the framework of all applicable law, on the basis of improvement of professional preparation and/or the educational program of the District, current assignment of the individual, value of the leave to the District, and funds that are available.~~

~~An employee's sabbatical leave will be governed by applicable Arizona Revised Statutes.~~

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-510~~
~~A.G.O.~~
~~I81-053~~

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PROFESSIONAL / SUPPORT STAFF
BEREAVEMENT LEAVE

An employee may be granted, upon request to the Superintendent, up to five (5) days of leave per year, with pay, to be used in the event of death of an employee's family member as defined in Policy GCCA.

Extensions of bereavement leave may be granted upon personal request to the Superintendent. If approved, all such extensions of bereavement leave shall be deducted from the employee's accrued sick leave.

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

Adopted: _____

LEGAL REF.:
A.R.S.
15-502

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PROFESSIONAL STAFF
VACATIONS AND HOLIDAYS

Vacations

Twelve (12) month administrators earn four (4) weeks of vacation, which shall be taken when school is not in session. Vacation may accumulate to a maximum of _____ days, at which time no more vacation can be earned. As accumulated vacation days are used and drop below _____ days, an eligible employee may again accumulate vacation up to the maximum limit. If workloads disallow vacations as established, the Superintendent may approve vacation days during the school year.

Holidays

When July 4, Veterans Day, December 25, or Thanksgiving Day occurs within the school week, the schools shall be closed and the compensation of the teachers shall not be diminished on that account. The Governing Board may declare a recess during the Christmas holiday season not to exceed two (2) school weeks, and teachers shall receive compensation during the recess.

Other holidays will be established by the Board and noted on each year's school calendar.

Adopted: _____

LEGAL REF.:
A.R.S.
15-502
15-801
38-608

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~~PROFESSIONAL STAFF~~ HIRING

~~It shall be the policy of t~~The District will strive to employ and retain the ~~best~~ most qualified personnel.~~.~~ ~~This will be accomplished by considering qualifications and by providing competitive salary schedules within the financial capability of the District, adequate facilities, and good~~ ensure competitive compensation, provide safe facilities and favorable working conditions.

~~Before employing a certificated or noncertificated person, school districts and charter schools shall conduct a search of the prospective employee on the educator information system that is maintained by the Department of Education.~~

Requirements

Per A.R.S. 15-505, ~~A~~a school district or charter school may not employ either of the following in a position that requires a valid fingerprint clearance card:

A. A certificated person whose certificate has been suspended, surrendered or revoked, unless the State Board of Education has subsequently reinstated the person's certificate.

B. A noncertificated person who has been prohibited from employment at a school district or charter school by the State Board of Education pursuant to A.R.S. 15-505.

Candidates shall disclose whether they have pled guilty, pled no contest, been convicted of or are awaiting trial pursuant to A.R.S. 15-509.

Each school district and charter school shall annually submit to the Department of Education a list of certificated and noncertificated persons who are employed at the school district or charter school. The department shall issue guidance to school districts and charter schools regarding this requirement.

Selection Process

The Board ~~has the legal responsibility of~~ approves~~ing~~ the employment of all employees~~. While this responsibility cannot be waived, the Board~~ but may assigns~~s~~ to the Superintendent the process of recruiting and selecting staff members. In carrying out this responsibility, the Superintendent may involve other staff members as needed. All personnel selected for employment must be recommended by the Superintendent and approved by the Board.

Criteria

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

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

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B. Candidates for all ~~professional~~ positions shall be mentally and physically qualified for and have the education and/or training necessary to perform the instructional duties or functions for which they have applied.

C. Each candidate for a certificated position shall provide evidence of meeting state requirements for certification.

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

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

Information obtained about an employee or applicant for employment by the District in the performance of a background investigation, including any records indicating that a current or former employee of a school or school district was disciplined for violating policies of the School District Governing Board pursuant to A.R.S. 15-153, may be retained by that district and may be provided to any school district or other public school that is performing a background investigation.

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

Employment

Before ~~employment, schools or~~ employing a certificated or noncertificated person, school districts and charter schools shall ~~verify the certification and fingerprint status of applicants who apply for school or school district positions that require certification~~ conduct a search of the prospective employee on the educator information system that is maintained by the Department of Education.

Additionally, for positions that require certification, schools or school districts shall verify the applicant's certification and fingerprint status.

~~Should the need arise to employ a teacher who meets the requirements for a conditional certificate before an applicant has obtained the appropriate valid fingerprint clearance card, the District may assist in obtaining the conditional certificate, and employ the teacher, by meeting all of the following conditions:~~ Subject to the conditions below, a district may hire and place an employee into services before receiving the results of the mandatory fingerprint check or before a fingerprint clearance card is issued or denied. However, until fingerprint clearance has been received, an applicant who is required or allowed to have unsupervised contact with

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students shall not be placed into service unless the applicable requirements below are met.

A. *Certificated*: The District verifies in writing on a form provided by the Arizona Department of Education (ADE) the necessity for hiring and placing the applicant into service before a fingerprint~~ing~~ check is completed.

Noncertificated: The District documents in the applicant's file the necessity for hiring and placing the applicant into service before a fingerprint check could be completed or a fingerprint clearance card could be issued.

B. The District ensures that ~~obtains from~~ the Department of Public Safety completes a state-wide criminal records check on the applicant. Subsequent statewide criminal records ~~checks~~ must be completed every one hundred twenty (120) days until ~~a permanent certificate is received~~ the date the fingerprint check is completed or the fingerprint clearance card is issued or denied, as applicable.

C. *Certificated*: The District ~~searches the~~ completes a search of criminal records ~~of~~ in all local jurisdictions outside Arizona where the applicant has lived in the previous five (5) years.

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

E. The District provides general supervision of the applicant until permanent certification is issued by ADE or until the date the fingerprint check is completed or the fingerprint clearance card is issued or denied, as applicable.

F. Before an applicant is employed for a certificated position, the District shall verify the certification and fingerprint status of an applicant.

E-Verify

Upon recommendation for employment the District shall confirm employment authorization and employment eligibility verification required by A.R.S. 23-214 ~~participating in the E-Verify program of the Department of Homeland Security's (DHS) U.S. Citizenship and Immigration Services Bureau (USCIS) and the Social Security Administration (SSA). The District will then complete the Form I-9 as required and maintain the form with copies of the necessary documents and documentation of the authorization and verification pending any inquiry~~.

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~~The Superintendent of Public Instruction may also impose any additional conditions or restrictions deemed necessary.~~

Fingerprints and Criminal History

Noncertificated Applicants

The District must report to the Superintendent of Public Instruction on June 30 and December 31 of each year the number of applicants hired prior to the completion of a fingerprint check or the issuance of a fingerprint clearance card and the number of applicants for whom fingerprint checks or fingerprint clearance cards have not been received after one hundred twenty (120) days and after one hundred seventy-five (175) days of hire.

The District may provide information received as a result of a fingerprint check required by A.R.S. 15-512 to any other school district if requested to do so by the person who was the subject of the fingerprint check or communicate to any school district if requested to do so by the person who applied for a fingerprint clearance card whether the person has been issued or denied a fingerprint clearance card. A copy of any written communication regarding employment must be sent by the employer providing the information to the person's last known address.

The Superintendent of Public Instruction may also impose any additional conditions or restrictions deemed necessary.

Criminal History

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

Acceptance of Contract

Certificated Applicant

A ~~professional~~ certificated candidate's acceptance of a contract offer must be indicated within _____ (_____) business days from the date of the written contract or the offer is revoked. Written notice of the deadline date for acceptance shall be included in the contract offer or an attachment to the contract offer. The candidate accepts the contract by signing the contract and returning it to the Governing Board or by making a written instrument which accepts the terms of the contract and delivering it to the Governing Board. If the written instrument includes terms in addition to the terms of the contract offered by the Board, the candidate fails to accept the contract.

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Oath of Office

Every school employee shall take and subscribe to the oath prescribed for public officers pursuant to A.R.S. 38-231. The person taking the oath shall file a copy of the acknowledged oath in the District office. The District office shall keep such copy on file as long as the employee remains employed by the District and for a period of five (5) years after termination of employment with the District.

Adopted: _____

LEGAL REF.:
A.R.S.
13-3716
15-153
15-502
15-503
15-505
15-509
15-512
15-534
15-536
15-538.01
15-539
15-550
23-211
23-212
23-214
23-1361
38-201
38-231
38-232
38-481
38-766.01
41-1750
41-1756

CROSS REF.:
GCB - ~~Professional Staff Contracts and~~ Compensation
GCFC - ~~Professional Staff Certification and Credentialing Requirements (f~~Fingerprinting R~~r~~equirements~~)~~
GCO – Evaluations and Contracts ~~of Professional Staff Members~~

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REGULATION

~~PROFESSIONAL STAFF~~ HIRING

Definition

A *background investigation* is defined as any communication with an applicant's (or employee's) former employer that concerns the education, training, experience, qualifications, and job performance of the individual and that is used for the purpose of evaluation for employment. Background investigation does not include the results of any state or federal criminal history records check.

Background Investigation Requirements

Only persons designated by the Superintendent shall perform background investigations. Prior to contacting former employers or other persons, the background investigator shall:

A. Ascertain that the standard employment application for the type of position has been completed in full.

B. Obtain from the individual a consent to background investigation and release as determined by the District.

C. Make certain that the individual has identified at least two (2) persons from each past employer who can verify basic job information and discuss the individual's work performance and reason for leaving.

D. Examine the application for a complete work history, accounting for any gaps in employment.

Two (2) persons should be contacted at each past employer if possible (any exceptions should be documented). Upon making contact, the contacts or the former employer or employer's agent should be provided the following information:

A. The name and identifying information of the District.

B. The name of the District representative making the inquiry and how the representative can be contacted.

C. The name of the former employee and period of employment as indicated by the individual whose background is being investigated.

D. The position for which the individual has applied, with descriptive information as to the duties, if requested or necessary to understanding of the inquiry.

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The background investigator shall:

A. Ask the questions, and complete the background check form(s) as provided by the District.

B. Make impression notes as necessary based upon the questions and responses, and determine if there may be cause to contact others or make further inquiries based upon the responses.

C. Provide the information to the Superintendent.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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EXHIBIT

~~PROFESSIONAL STAFF~~ HIRING

CONSENT TO CONDUCT BACKGROUND INVESTIGATION AND RELEASE

I, _____ [applicant's name], have applied for employment with the _____ School District ~~to work as a~~ for the position of _____ [job title]. I understand that in order for the School District to determine my eligibility, qualifications, and suitability for employment, the School District will conduct a background investigation to determine if I am to be considered for an offer of employment. This investigation may include ~~asking~~ contacting my current employer, any former employer, and any educational institution I have attended ~~about~~ regarding my education, training, experience, qualifications, job performance, professional conduct, and evaluations, as well as confirming my dates of employment or enrollment, position(s) held, reason(s) for leaving employment, whether I ~~could be~~ am eligible for rehire~~d~~, reasons for not rehiring me (if applicable), and similar information.

I hereby give my consent for any employer or educational institution to release any information requested in connection with this background investigation.

~~According~~ Pursuant to the Family Educational Rights and Privacy Act, I understand that I have ~~a~~ the right to ~~see~~ inspect most education records ~~that are~~ maintained by any educational institution.

In light of the preceding paragraph, I waive _____/do not waive _____ (initial only one [1]) my right to ~~see~~ inspect any written reference or other information provided to the School District by any educational institution.

~~According~~ Pursuant to ~~Arizona Revised Statutes Section~~ A.R.S. 23-1361, I understand that any employer that provides a written communication to the School District regarding my current or past employment must send me a copy at my last known address. I acknowledge that some employers are unwilling to provide factual written references concerning a current or past employee unless they may do so confidentially, without revealing the references to the employee, and that the School District ~~will~~ may ~~not further consider~~ discontinue consideration of my application if it ~~cannot~~ is unable to complete its background investigation.

In light of the preceding paragraph, I waive _____/do not waive _____ (initial only one [1]) my right to receive a copy of any written communication furnished to the School District by any employer.

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Whether or not I have waived my right to ~~see~~ inspect or ~~to~~ receive copies of written references furnished to the School District by employers or educational institutions, I release, hold harmless, and agree not to sue or file any claim of any kind against any current or former employer or educational institution, and any officer or employee ~~of either~~ thereof, that in good faith furnishes written or oral references requested by this School District to complete its background investigation.

A ~~photocopy or facsimile ("fax")~~ copy of this form that shows my signature shall be as valid as an original.

DATED this _____ day of _____, 20_____.

_____ _____

Witness Applicant

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EXHIBIT

~~PROFESSIONAL STAFF~~ HIRING

BACKGROUND CHECK FORM

Applicant _____ Date _____

Person contacted _____ Telephone _____

Address _____

E-mail address _____

Relationship to applicant:

☐ Former employer - position _____

District, business, or other entity _____

☐ Personal reference

Method of contact: ☐ Telephone ☐ Letter ☐ Other _____

QUESTIONS FOR EMPLOYERS

Dates of employment _____

Position held _____

Final rate of pay _____

Was the person reliable? _____ If no, explain _____

Was the person<u>s job performance</u> satisfactory? _____ If no, explain _____

_____

<u>Was there a</u>~~A~~ny concern about the person ~~being late to work without authorization~~ <u>related to punctuality, unauthorized tardiness, or other work schedule matters</u>? _____

If yes, explain _____

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Was there a~~A~~ny concern ~~with~~ regarding abuse of leave policies (such as sick leave or personal leave)? _____

If yes, explain _____

Did the person have a~~A~~ny difficulty establishing ~~communication and~~ rapport and communicating with children? _____

If yes, explain _____

Did the person have a~~A~~ny difficult~~ies in~~ establishing ~~communication and~~ rapport and communicating with supervisors, parents, or community members? _____

If yes, explain _____

Did the person ever receive a written counseling statement, letter of direction, or reprimand? _____

If yes, describe _____

Did the ~~District~~ employer ever consider taking action or take action to suspend, decline to renew, or dismiss the employee? _____

If yes, describe _____

Was there ever an allegation or complaint ~~about~~ involving any of the following:

Abusive language? _____

Insulting or derogatory comments? _____

Inappropriate contact with a child? _____

Verbal or physical contact of a sexual nature? _____

Dishonesty? _____

Substance abuse? _____

Failure to provide adequate supervision? _____

Failure to follow reasonable directions or instructions? _____

If yes ~~on~~ to any of the above, ~~get explanation~~ explain _____

_____

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Was the person ever involved in an incident that resulted in injury to an adult or child? _____

If yes, explain _____

Would you rehire this person? _____

_____

Can you identify anyone else who could provide relevant information regarding the applicant's fitness for employment? _____

_____

Is there any other information I have not asked about that would help us determine this person's eligibility, qualifications, and suitability for employment with our District? _____

_____

QUESTIONS FOR PERSONAL REFERENCE

How long have you known the applicant? _____

What is the nature of your relationship? _____

Why do you think the applicant would be a good choice for this position?

_____

Do you know of any reasons that ~~could prevent~~ would affect the applicant's ~~from fulfilling the functions of~~ suitability for the position? _____

_____

Background check form completed by _____

Date completed _____

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EXHIBIT

~~PROFESSIONAL STAFF~~ HIRING

~~AFFIRMATION~~ ACKNOWLEDGEMENT OF A RETIRED EMPLOYEE UPON RETURN TO EMPLOYMENT

To satisfy the requirements of A.R.S. 38-766.01~~, and to retain my eligibility to receive retirement benefits from the Arizona State Retirement System (ASRS)~~ following my return to employment ~~following~~ after a qualified retirement, ~~by my signature below~~ I affirm ~~my awareness and acceptance of the following provisions~~ by my signature below that I understand and accept the following:

A. I have attained ~~a~~ normal retirement age as defined by the Arizona State Retirement System (ASRS).

B. I ~~am returning to greater than half (1/2) time employment not sooner than twelve (12) months following my termination of full-time employment for the purpose of retirement~~ terminated direct employment with an employer at least three hundred sixty-five (365) consecutive days before returning to work.

C. If I return to work as a certificated teacher, my employment is not subject to the requirements prescribed in A.R.S. 15-536, 15-538, 15-538.01, and 15-539 through 15-543.

D. I understand that:

1. pursuant to A.R.S. 38-766.01 my election to return to work is irrevocable for the remainder of the employment for which I ~~have made~~ make this election~~.~~; and

2. I must make this acknowledgement in writing and file it with my employer within thirty (30) days ~~of~~ after returning to work~~.~~ ; and

3. during this period of employment, no ASRS contributions will be made on my behalf, and I will not accrue credited service, additional retirement benefits, or long-term disability benefits.

_____ _____

Signature Date

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EXHIBIT

~~PROFESSIONAL STAFF~~ HIRING

PROCEDURES AND PRACTICES FOR EMPLOYMENT AUTHORIZATION AND EMPLOYMENT ELIGIBILITY VERIFICATION

Anti-Discrimination Notice. It is ~~illegal~~ unlawful to discriminate ~~against any individual (other than an alien not authorized to work in the U.S.)~~ in hiring, discharging, or recruiting or referring for a fee because of ~~that~~ an individual's national origin or citizenship status,~~. It is illegal to discriminate against work eligible individuals~~ except with respect to an individual who is not authorized to work in the United States (8 U.S.C. 1324a and 1324b). Employers cannot specify which document(s) ~~they will accept from~~ an employee must present for Form I-9 completion. The refusal to hire an individual because of a future document expiration date may also constitute illegal discrimination.

Employment Authorization ~~Procedure~~ Verification

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

~~The Department of Homeland Security's (DHS) U.S. Citizenship and Immigration Services Bureau (USCIS) and the Social Security Administration (SSA) are jointly conducting E-Verify, formerly known as the Basic Pilot. E-Verify involves verification checks of the SSA and DHS databases, using an automated system to verify the employment authorization~~ Pursuant to the Immigration Reform and Control Act (IRCA) and A.R.S. 23-214, the District shall verify the employment eligibility of all newly hired employees. This verification process includes:

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

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

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

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~~The following e-mail address will allow navigation to both instructions and forms for the I-9 for verifying the identity and employment authorization of individuals hired for employment in the United States:~~

~~https://www.uscis.gov/i-9~~

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

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

~~I-9 Form Completion~~

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

~~The Employment Eligibility Verification (Form I-9) must be completed as follows:~~

~~Section 1. Employee Information and Attestation~~

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

~~Section 2. Employer or Authorized Representative Review and Verification~~

~~Employers or their authorized representative must complete and sign Section 2 within three (3) business days of the employee's first day of employment.~~

A. Form I-9 Completion:

1. Each newly hired employee must complete and sign Section 1 of Form I-9 no later than the first day of employment and only after accepting a job offer.

2. The District, as the employer, must complete and sign Section 2 of Form I-9 within three (3) business days of the employee's first day of employment (8 C.F.R. 274a.2).

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B. E-Verify Participation. The District shall comply with A.R.S. sections 23-214 and 41-4401 as applicable to District employees and District contractors and subcontractors.

Resources

Information and instructions regarding Form I-9 are available at: https://www.uscis.gov/i-9.

E-Verify program resources are available at: https://www.e-verify.gov.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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EXHIBIT

HIRING

OATH OF OFFICE

In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before entering upon the duties of office or employment, any officer or employee shall take and subscribe to the following oath or affirmation:

State of Arizona, County of _____,
I, _____ [type or print name], do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of _____ [name of office] according to the best of my ability, so help me God (or so I do affirm).

_____
(Signature of officer or employee)

LEGAL REF.:
A.R.S.
38-231

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GCF-EF ©

EXHIBIT

HIRING

NONCERTIFICATED NOTICE OF EMPLOYMENT AND WAGE TERMS

☐ New Hire ☐ Wage/Status Change

Employee: _____ Position: _____

Supervisor: _____

Effective Date: _____/_____/_____

Rate: $_____

(*If change*) Prior Rate: $_____ → New Rate: $_____

Work Schedule (attach if needed): _____

Governing Board action on _____/_____/ _____

Acknowledgments (check all that apply):

☐ I received the position description and understand the duties and requirements.

☐ I acknowledge this notice does not alter my employment status (at-will employees have no expectation of continued employment).

☐ I will comply with Governing Board policies and administrative regulations.

☐ I received information on hourly rate of pay, pay periods, timekeeping, and overtime rules (if non-exempt).

Employee Signature _____ Date _____

Superintendent Signature _____ Date _____

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GCFC ©
~~PROFESSIONAL STAFF CERTIFICATION AND CREDENTIALING~~ FINGERPRINTING REQUIREMENTS

~~(Fingerprinting Requirements)~~

New Hires

Certificated Employees

All certificated personnel ~~to be~~ hired by the District shall be fingerprinted as a condition of employment, except ~~for personnel~~ those who, as a condition of certification are required to ~~have~~ hold a valid fingerprint clearance card.

~~The candidate's f~~Fingerprints shall be submitted, along with the form ~~presented as an exhibit to this policy~~ GCFC-E, immediately upon ~~being~~ notifi~~ed~~cation of possible employment. The form shall be ~~considered a~~ part of the application for employment.

An expired fingerprint clearance card may be used ~~to satisfy the fingerprint requirements of section 15-183, 15-503, 15-512, 15-534, 15-782.02, 15-1330 or 15-1881~~ if the person signs an affidavit ~~stating both of the following~~ affirming that:

A. ~~The person submitted a~~ A completed application for renewal was submitted to the ~~Finger Printing Division of the~~ Department of Public Safety (DPS) ~~for a new fingerprint clearance card~~ within ninety (90) days before ~~the~~ expiration ~~date on the person's current fingerprint clearance card.~~, and

B. The person is not awaiting trial on, and has not been convicted of, a disqualifying criminal offense ~~that would make the person ineligible for a fingerprint clearance card~~.

This does not apply to a fingerprint clearance card that has been denied, suspended or revoked or to a person who has requested a good cause exception hearing.

Noncertificated Employees

All newly hired noncertificated personnel, and unpaid personnel who are not the parent or guardian of a student but who provide direct services to students without the supervision of a certificated employee, shall be fingerprinted as a condition of employment under A.R.S. 15-512, except:

A. Personnel fingerprinted as a condition of licensing, if the license is required for employment.

B. Personnel previously employed by the District and reemployed within one (1) year of termination.

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Additional provisions:

A. The District may require noncertificated or unpaid personnel to obtain a fingerprint clearance card as a condition of employment.

B. For the purposes of this policy, *supervision* means under the direction of and, except for brief periods, within sight of a certificated employee while providing direct services to students.

C. If a fingerprint clearance card is not required, such personnel may still apply for one, and the District may share results or status with other school districts for employment purposes.

D. Fingerprints and the form GCFC-E must be submitted within twenty (20) days of beginning work. Employment may be terminated if information on the affidavit is inconsistent with the fingerprint check or fingerprint clearance card results.

E. The District may fingerprint or require a fingerprint clearance card for any other employee or applicant not otherwise required by law.

All Employees:

A. The District shall assume the cost of fingerprint checks and clearance card applications but may assess paid employees for actual costs. Unpaid personnel will not be charged.

B. ~~Candidates shall certify on the prescribed notarized forms~~ Individuals shall complete the form GCFC-E, certifying whether they are awaiting trial on or have ever been convicted of or admitted ~~in open court or pursuant to a plea agreement committing~~ to, any of the following criminal offenses in Arizona or similar offenses in any other jurisdictions, including ~~a~~ charges or convictions that ~~has~~ have been vacated, set aside or expunged:

1. ~~A.~~ Sexual abuse of a minor.

2. ~~B.~~ Incest.

3. ~~C.~~ First- or second-degree murder.

4. ~~D.~~ Kidnapping.

5. ~~E.~~ Arson.

6. ~~F.~~ Sexual assault.

7. ~~G.~~ Sexual exploitation of a minor.

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8. ~~H.~~ Felony offenses involving contributing to the delinquency of a minor.

9. ~~I.~~ Commercial sexual exploitation of a minor.

10. ~~J.~~ Felony offenses involving the sale, distribution, or transportation of~~, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute~~ marijuana, ~~or~~ dangerous drugs, or narcotic drugs.

11. ~~K.~~ Felony offenses involving ~~the~~ possession or use of marijuana, dangerous drugs, or narcotic drugs.

12. ~~L.~~ Misdemeanor offenses involving ~~the~~ possession or use of marijuana or dangerous drugs.

13. ~~M.~~ Burglary in the first degree.

14. ~~N.~~ Burglary in the second or third degree.

15. ~~O.~~ Aggravated or armed robbery.

16. ~~P.~~ Robbery.

17. ~~Q.~~ A dangerous crime against children as defined in A.R.S. 13-705.

18. ~~R.~~ Child abuse.

19. ~~S.~~ Sexual conduct with a minor.

20. ~~T.~~ Molestation of a child.

21. ~~U.~~ Manslaughter.

22. ~~V.~~ Aggravated assault.

23. ~~W.~~ Assault.

24. ~~X.~~ Exploitation of minors involving drug offenses.

25. ~~Y.~~ Sexual abuse under A.R.S. 13-1404 or sexual assault under 13-1406 in which the victim was a minor.

26. ~~Z.~~ An act committed in another ~~state or territory~~ jurisdiction that if committed in this state would ~~have been subject to disclosure under Q and Y above~~ fall under the above Arizona provisions.

27. ~~AA.~~ Any crime ~~that~~ requires~~ing the person to register as a~~ sex offender registration pursuant to (A.R.S. 13-3821).

28. ~~AB. A p~~Preparatory offenses ~~as prescribed in~~ (A.R.S. 13-1001) of any ~~offense that is subject to disclosure under Q, S, Y, Z, or AA~~ crime listed above.

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False statements on the form GCFC-E are ~~A person who makes a false statement, representation, or certification in any application for employment with the School District is guilty of~~ a Class 3 misdemeanor. The District may refuse to hire or may review or terminate personnel ~~who have been~~ convicted of or who have admitted ~~committing any of the criminal offenses above or a similar offense in another jurisdiction. In conducting a review~~ to such offenses, consistent with A.R.S. 15-512. In making determinations, the Governing Board shall ~~utilize the guidelines, including the list of offenses that are not subject to review, as prescribed by the State Board of Education pursuant to A.R.S. 15-534. In considering whether to hire or terminate the employment of a person, the Governing Board shall take into account the factors listed in A.R.S. 15-512~~ consider the statutory factors. Before termination under A.R.S. 15-512, a hearing shall be held.

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

Identity Verified Prints (IVP) Fingerprint Clearance Card Requirements

The following individuals must obtain an IVP Fingerprint Clearance Card pursuant to A.R.S. 15-106:

A. Applicants for a new teaching certificate to teach in a school district.

B. Participants in field experience or student teaching in Arizona.

C. Applicants for renewal of a teaching certificate in order to continue teaching in a school district.

D. Applicants required for the first time to be fingerprinted to teach in a charter school and applicants required to renew fingerprints to continue teaching in a charter school under A.R.S. 15-183.

E. Applicants required to be fingerprinted under A.R.S. 15-512.

F. Individuals contracted by this state, a school district, or a charter school to provide tutoring services.

Exceptions:

A. A person who participates in a teacher preparation program that is approved by the State Board of Education and who does not participate in field experience or student teaching in Arizona shall not be required to obtain a fingerprint clearance card pursuant to A.R.S. 15-106.

B. A person who has a set of identity verified fingerprints on file with the Department of Public Safety pursuant to A.R.S. 15-106 shall not be required to submit a new set of fingerprints to the DPS to renew the person's fingerprint clearance card.

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Required Employment Process

The Superintendent shall develop and implement procedures ~~that include the following in the employment process~~ to ensure compliance with this policy and A.R.S. 15-106, 15-512, and 41-1750, including:

A. Providinge for fingerprinting of ~~employees~~ covered employees ~~under this policy and A.R.S. 15-512~~.

B. Submitting ~~Provide for~~ fingerprint checks pursuant to A.R.S. 41-1750.

C. Collecting and depositing fingerprinting fees with the county treasurer as required by A.R.S. 15-512.

Adopted: _____

LEGAL REF.:
A.R.S.
13-705
15-183
15-503
15-509
15-512
15-534
15-782.02
15-1330
15-1881
23-1361
41-1750
41-1758.07

CROSS REF.:
GCF - ~~Professional Staff~~ Hiring
GCG - Part-Time and Substitute ~~Professional Staff~~ Employment
IJOC - School Volunteers

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EXHIBIT

~~PROFESSIONAL STAFF CERTIFICATION AND CREDENTIALING~~ FINGERPRINTING REQUIREMENTS

AFFIDAVIT OF CRIMINAL HISTORY

_____ _____

Name (typed or printed) Position

I, _____, being duly sworn, do hereby certify that I have never been convicted of or admitted in open court or pursuant to a plea agreement committing, and am not now awaiting trial for committing, any of the following criminal offenses in the state of Arizona or similar offenses in any other jurisdiction, including a charge or conviction that has been vacated, set aside or expunged:

1 ~~A.~~ Sexual abuse of a minor.

2 ~~B.~~ Incest.

3 ~~C.~~ First- or second-degree murder.

4 ~~D~~. Kidnapping.

5 ~~E~~. Arson.

6 ~~F~~. Sexual assault.

7 ~~G~~. Sexual exploitation of a minor.

8 ~~H~~. Felony offenses involving contributing to the delinquency of a minor.

9 ~~I~~. Commercial sexual exploitation of a minor.

10 ~~J~~. Felony offenses involving the sale, distribution, or transportation of~~, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute~~ marijuana, ~~or~~ dangerous drugs, or narcotic drugs.

11 ~~K~~. Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.

12 ~~L~~. Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.

13 ~~M~~. Burglary in the first degree.

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14 ~~N~~. Burglary in the second or third degree.

15 ~~O~~. Aggravated or armed robbery.

16 ~~P~~. Robbery.

17 ~~Q~~. A dangerous crime against children as defined in A.R.S. 13-705.

18 ~~R~~. Child abuse.

19 ~~S~~. Sexual conduct with a minor.

20 ~~T~~. Molestation of a child.

21 ~~U~~. Manslaughter.

22 ~~V~~. Aggravated assault.

23 ~~W~~. Assault.

24 ~~X~~. Exploitation of minors involving drug offenses.

25 ~~Y~~. Sexual abuse under A.R.S. 13-1404 or sexual assault under 13-1406 in which the victim was a minor.

26 ~~Z~~. An act committed in another jurisdiction ~~state or territory~~ that if committed in this state would fall ~~have been subject to disclosure~~ under the ~~Q and Y~~ above Arizona provisions.

27 ~~AA~~. Any crime ~~that~~ requiringes ~~the person to register as a~~ sex offender registration pursuant to A.R.S. 13-3821.

28 ~~AB~~. ~~A~~ P~~p~~reparatory offenses ~~as prescribed in~~ (A.R.S. 13-1001) of any crime listed ~~offense that is subject to disclosure under Q, S, Y, Z, or AA~~ above.

_____ _____

Employee signature Date signed

Subscribed, sworn to, and acknowledged before me by _____

_____, this _____ day of _____, 20_____,

in _____ County, Arizona.

My Commission Expires

_____ _____

Notary Public

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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~~PROFESSIONAL / SUPPORT STAFF~~
~~HIRING - OATH OF OFFICE~~

~~Every school employee shall take and subscribe to the oath prescribed for public officers pursuant to A.R.S. 38-231. The person taking the oath shall file a copy of the acknowledged oath in the District office. The District office shall keep such copy on file as long as the employee remains employed by the District and for a period of five (5) years after termination of employment with the District.~~

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~38-231~~

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GCFE-E ©

EXHIBIT

PROFESSIONAL / SUPPORT STAFF HIRING - OATH OF OFFICE

In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before entering upon the duties of office or employment, any officer or employee shall take and subscribe to the following oath or affirmation:

State of Arizona, County of _____, I, _____ [type or print name], do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of _____ [name of office] according to the best of my ability, so help me God (or so I do affirm).

_____
(Signature of officer or employee)

LEGAL REF.:
A.R.S.
38-231

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PART - TIME AND SUBSTITUTE ~~PROFESSIONAL STAFF~~ EMPLOYMENT

Substitute Teachers

The Board will establish the daily pay rate for substitute teachers.

The Superintendent will screen all applicants for substitute positions and recommend substitute teachers to the Board for approval. The Superintendent will establish regulations to ensure that all substitutes used in the schools are on the Board-approved substitute list.

~~**Substitute Professional Staff Members**~~

Part-Time Employees

The Superintendent may employ, when conditions warrant, temporary or part-time personnel on a per diem or time card basis. This authority is subject to the following conditions:

A. Continued employment of any such person shall be subject to confirmation and approval by the Board at its next official meeting.

B. The employee shall be hired on a per diem basis and shall be compensated in accordance with the requirements and limitations of existing contracts that cover similar positions or employees.

C. In addition to the conditions set forth above, the temporary assignment of a person to a supervisory or administrative position shall be preceded by notification to the Board. The Superintendent will detail the circumstances that created the need for the part-time employment.

==========

Optional language: **The following outlined item (to the next double line) is available for inclusion in whole or in part at the discretion of school districts having only one (1) school or fewer than 600 students as determined by the local Governing Board.**

~~**Small School Districts; Substitute Teachers**~~

~~A *small school district*, as defined in A.R.S. 15-901, is allowed to employ a substitute teacher who is related to a member of the Governing Board as the member's spouse or immediate family and who has had the same household of residence within the preceding four (4) years. If a small school district employs a substitute teacher in these circumstances, the member of the Governing Board who is related to the substitute teacher must recuse themselves from voting on any matter relating to substitute teachers.~~

==========

Adopted: _____

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LEGAL REF.:
A.R.S.
15-341
15-421
15-502
15-503
15-901
A.A.C.
R7-2-603
R7-2-614

CROSS REF.:
GCF – Hiring

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~~ARRANGEMENTS FOR SUBSTITUTE STAFF MEMBERS~~

~~The Superintendent will establish procedures for reporting the need for and arranging for professional staff substitutes.~~

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.A.C.~~
~~R7-2-614~~

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~~GCGB-R ©~~

~~REGULATION~~

~~ARRANGEMENTS FOR SUBSTITUTE STAFF MEMBERS~~

~~When utilizing the leave policies of the District, it shall be the responsibility of the teacher to notify the supervising principal, as soon as possible, of the need for a substitute teacher. In the event the principal is not available, the _____ may be notified.~~

~~If the teacher knows in advance that a return to duty will be assured on a certain day, the principal should be so notified in order that the substitute may be informed.~~

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~~PROFESSIONAL / SUPPORT STAFF~~
ORIENTATION AND TRAINING

The Superintendent will establish a program to provide orientation for all new District employees. At a minimum, this program will cover the following items:

A. Goals, objectives, and programs of the District.

B. Personnel policies.

C. Sexual harassment.

D. Terms of employment.

E. General disciplinary rules and procedures.

F. Salary and ~~fringe~~ benefit plans.

G. Professional development ~~Self-improvement~~ opportunities.

H. The evaluation program and name(s) of evaluator(s).

I. Handling of body fluids.

J. Child abuse reporting responsibilities.

School districts and charter schools may not require an employee to engage in and shall not use public monies for training, orientation or therapy that presents any form of blame or judgment on the basis of race, ethnicity, or sex. This does not preclude any training on sexual harassment or lessons on recognizing and reporting abuse.

"Blame or judgment on the basis of race, ethnicity or sex" is defined in A.R.S. 41-1494 by seven (7) concepts.

Adopted: _____

LEGAL REF.:
A.R.S.
13-3620
15-153
15-341
41-1494
29 CFR 1910.1030

CROSS REF.:
IHAMD - Instruction and Training in Suicide Prevention

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~~GCJ ©~~
~~PROFESSIONAL STAFF PROBATIONARY AND CONTINUING STATUS~~

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

~~*Continuing teacher* means:~~

~~A. a certificated teacher who has been and is currently employed by the District for the major portion of three (3) consecutive school years, and;~~

~~B. who has not been designated in the lowest performance classification for the previous school year or who has not regained continuing status after being designated as a probationary teacher.~~

~~A continuing teacher becomes a probationary teacher in the school year following having been designated in the lowest performance classification and shall remain a probationary teacher until that teacher's performance classification is designated in either of the two (2) highest performance classifications.~~

~~Administrators are not covered under the terms of the teacher appointment and evaluation statutes and do not gain credit toward continuing status.~~

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-501~~
~~15-502~~
~~15-536~~
~~15-538.01~~
~~15-539~~
~~15-544~~
~~15-546~~
~~15-547~~
~~A.G.O.~~
~~I78-150~~
~~I78-286~~
~~I80-113~~
~~I83-131~~
~~I84-048~~

~~CROSS REF.:~~
~~GCO - Evaluation of Professional Staff Members~~

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GCK ©
~~PROFESSIONAL STAFF~~ ASSIGNMENTS AND TRANSFERS

~~The Superintendent shall have the responsibility for the assignment of all personnel throughout the District.~~ The procedure for assignment and transfer of ~~professional~~ staff members, as well as the resolution of any conflicts regarding transfers, will be based on employee qualifications, the needs of the instructional program, the needs of the students, and the overall needs of the District as defined by the Superintendent.

Assignments

The Superintendent shall have the responsibility for the assignment of all personnel throughout the District.

~~In addition, n~~No right to school, grade, or subject assignment shall be inferred from ~~the~~ a teacher's contract.

Transfers

Certificated Employees

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

A teacher who has been employed by the District for the major portion of three (3) or more consecutive school years and who is currently designated in the lowest performance classification for two (2) consecutive school years shall not be transferred as a teacher to another school in the District unless 1) the District has issued a preliminary notice of inadequacy of classroom performance, ~~and approved a performance improvement plan for the teacher and~~ 2) the performance plan has been approved, and 3) the Governing Board has approved the new placement as in the best interests of the ~~pupils~~ students in the school.

Following a transfer under this provision, a teacher who continues to be designated in one (1) of the two (2) lowest performance classifications shall not be permitted to transfer to another school. A teacher shall not be transferred more than once under the provisions of this paragraph.

Noncertificated Employees

The transfer/reassignment of noncertificated employees will be determined by the ~~of teachers from one school to another school within the District shall take into consideration the~~ needs of the ~~pupils in the~~ District and ~~the current distribution of teachers across all of the four (4) performance classifications as adopted by the State Board of Education~~ employee qualifications.

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Transfer Across Pay Grades

The above applies to transfers/reassignments within the same job classification and pay grade. Transfer/reassignment of an employee to a position of greater or lesser pay requires Board approval.

Voluntary Transfers

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

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

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

Prohibited Transfer/Re-assignment Basis

An employer cannot transfer or reassign an employee due to the employee's good faith report required under A.R.S. 13-3620 or A.R.S. 15-514.

Adopted: _____

LEGAL REF.:
A.R.S.
13-3620
15-341
15-502
15-503
15-514
15-537 - 15-541

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~~GCL ©~~
~~PROFESSIONAL STAFF~~
~~SCHEDULES AND CALENDARS~~

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

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

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

~~Teachers will perform duties other than classroom teaching. Extra duty assignments will be made by the Superintendent.~~

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-341~~

~~CROSS REF.:~~
~~GCMF - Professional Staff Duties and Responsibilities~~
~~JLIA - Supervision of Students~~

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~~GCMC ©~~
~~PROFESSIONAL STAFF MEETINGS~~

~~The Superintendent will arrange for and hold staff meetings as the need may arise. This authority may be delegated to the school principals, who may hold such building meetings on a regularly scheduled basis or as they may arise.~~

~~All teachers are required to attend any such meetings unless officially excused by the principal or the Superintendent prior to the meeting.~~

~~The Board and the administration recognize the value of and encourage grade-level staff meetings or departmental staff meetings. A minimum number of such meetings will be allowed during the regular school day, as long as the minimum number of classroom minutes for the grade level has been met. Arrangements for such meetings shall be made with the Superintendent through the school principals.~~

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-341~~

~~CROSS REF.:~~
~~IKACA - Parent Conferences~~

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~~PROFESSIONAL STAFF~~ DUTIES AND RESPONSIBILITIES

(Duties of Teachers; Failure to Comply is Unprofessional Conduct; Penalty)

Certificated Employees

~~***Every teacher shall:***~~

~~A. Make student learning the primary focus of the teacher's professional time.~~

~~B. Hold students to strict account for disorderly conduct.~~

~~C. Exercise supervision over students on the playgrounds and during recess if assigned to such duty.~~

~~D. Take and maintain daily classroom attendance.~~

~~E. Make the decision to promote or retain a student in grade in a common school or to pass or fail a student in a course in high school. Such decisions may be overturned only as provided in A.R.S. 15-342.~~

~~F. Comply with all rules, regulations, and policies of the Governing Board that relate to the duties as prescribed.~~

~~A teacher shall not use sectarian or denominational books or teach any sectarian doctrines or conduct religious exercises.~~

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

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

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

Schedules

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

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

Teachers will perform duties other than classroom teaching. The Superintendent may alter or extend the school day for meetings, special events, and activities; extra duty assignments may be made by the Superintendent.

Arrangements for Substitute Teachers

The Superintendent will establish procedures for reporting the need for and arranging for substitutes.

Noncertificated Employees

Schedules

All noncertificated employees shall report to their duty stations on time each workday and shall, as scheduled, be available there until the designated time(s) they are scheduled to leave.

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

Individual employee work schedules will be based on the position held by the respective employees and on District needs as identified during the employment process.

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

Overtime

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

All Employees

Meetings

The Superintendent will arrange for and hold staff meetings as the need may arise. This authority may be delegated to the school principals or supervisors, who may hold such meetings on a regularly scheduled basis or as they may arise.

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All appropriate employees are required to attend any such meetings unless officially excused by the principal, supervisor or the Superintendent prior to the meeting.

Grade-level staff meetings or departmental staff meetings are allowed during the regular school day, as long as the minimum number of classroom minutes for the grade level has been met. Arrangements for such meetings shall be made with the Superintendent through the school principals.

Adopted: _____

LEGAL REF.:
A.R.S.
15-153
15-203
15-341
15-342
15-502
15-535
15-539
15-550
15-717.01
15-901
23-391
41-1758.03
A.A.C.
R7-2-614
Arizona Constitution, Article 18, Section 1
29 U.S.C. 207, Fair Labor Standards Act
29 C.F.R. 516 *et seq*., Fair Labor Standards Act

CROSS REF.:
GBEA - Ethics and Code of Conduct
~~GBEB - Staff Conduct~~
GCO - Evaluations ~~of Professional Staff Members~~ and Contracts
IKACA - Parent Conferences
JLIA - Supervision of Students

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REGULATION

DUTIES AND RESPONSIBILITIES

(Noncertificated Employee Workload)

Fair Labor Standards Act: Overtime Compensation

Per 29 U.S.C. 207(o), nonexempt employees who work more than forty (40) hours per week shall be awarded "compensatory time" at the rate of one and one-half (1 1/2) hours for each hour of overtime work, in lieu of overtime compensation, as stated in the employee's agreement or contract. Compensatory time ("comp time") accrual, use, and payout shall occur pursuant to 29 U.S.C. 207(o).

In cases of emergency, when the employee cannot be immediately released for comp time, the Superintendent will either pay the employee overtime compensation at the rate of time and one-half or have the employee use the comp time at a future date, consistent with law.

The hours must be approved by the immediate supervisor before an employee works overtime or, in the case of an emergency, immediately upon completion of the work or as soon thereafter as possible.

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REGULATION

DUTIES AND RESPONSIBILITIES

(Arrangements for Substitute Staff Members)

When utilizing the leave policies of the District, it shall be the responsibility of the teacher to notify the principal, as soon as possible, of the need for a substitute teacher. In the event the principal is not available, the principal's designee will be notified.

If the teacher knows in advance that a return to duty will be assured on a certain day, the principal should be so notified in order that the substitute may be informed.

GCO
~~EVALUATION OF PROFESSIONAL STAFF MEMBERS~~
EVALUATIONS AND CONTRACTS

~~The process and purpose of evaluation for certificated professional staff members is to result in improvement of the quality of instruction and the strengthening of the abilities of the professional staff.~~

~~Definition of Terms~~

Definitions

In this policy:

A. ***Certificated teacher*** means a person who holds a certificate from the State Board of Education to work in the schools of this state and who is employed under contract in a position that requires certification, except a psychologist or an administrator devoting at least fifty percent (50%) of the person's time to classroom teaching.

B. ***Continuing teacher*** means a certificated teacher who has been and is currently employed by the School District for the major portion of three (3) consecutive school years and who has not been designated in the lowest performance classification for the previous school year or who has regained continuing status after being designated as a probationary teacher.

~~B~~C. ***Inadequacy of classroom performance*** means the definition of inadequacy of classroom performance adopted by the Governing Board.

~~C~~D. ***Performance classifications*** means the four (4) performance classifications for teachers and principals adopted by the Governing Board.

~~D~~E. ***Qualified evaluator*** means a school principal or other person who is trained to evaluate teachers and who is designated by the Governing Board to evaluate certificated teachers.

Evaluation of Classroom Teachers and Other Certificated Non-administrative Staff Members

The District teacher performance evaluation system shall do the following:

A. Be designed to improve teacher performance and improve student achievement;

B. Include quantitative data on the academic progress for all students, which shall account for between twenty percent (20%) and thirty-three percent (33%) of the evaluation outcomes;

C. Include four (4) performance classifications, designated as highly effective, effective, developing, and ineffective.

Performance classifications for teachers shall be the same four (4) performance classifications adopted by the State Board of Education. The performance classifications are to be applied to the evaluation instruments in a manner designed to improve principal and teacher performance. ~~At least annually, the Governing Board will discuss at a public meeting its aggregate performance classifications of principals and teachers.~~

The District will involve its certificated teachers in the development and periodic evaluation of the teacher performance evaluation system. The following elements will be a part of the evaluation system:

A. It will meet the requirements prescribed in statute and provide at least one (1) evaluation of each certificated teacher by a qualified evaluator each school year.

B. A copy of the evaluation system shall be given to each teacher in the District.

C. Specific training requirements for qualified evaluators, approved by the Board, will be included which may involve local or national educator training resources recommended by the Superintendent.

D. The Superintendent will recommend qualified evaluators to the Board prior to naming evaluators.

E. The Board will designate qualified evaluators.

F. Best practices for professional development and evaluator training adopted by the State Board of Education will be considered.

G. The system will include incentives for teachers in the highest performance classification.

H. The system will include a plan for the appropriate use of quantitative data of student academic progress in evaluations of all certificated teachers. The plan may make distinctions between certificated teachers who provide direct instruction to students and certificated teachers who do not provide direct instruction to students. The plan may include data for multiple school years and may limit the use of data for certificated teachers who have taught for less than two (2) complete school years.

The Governing Board may waive the requirement of a second classroom observation for a continuing teacher whose teaching performance based on the first classroom observation places the teacher in one (1) of the two (2) highest performance classifications for the current school year, unless the teacher requests a second observation.

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

The Board shall describe performance improvement plans for teachers designated in the lowest performance classification and dismissal or nonrenewal procedures pursuant to section 15-536 or 15-539 for teachers who continue to be designated in the lowest performance classification.

The Board's dismissal or nonrenewal procedures shall require that the District issue the preliminary notice of inadequacy of classroom performance no later than the second consecutive year that the teacher is designated in one (1) of the two (2) lowest performance classifications unless the teacher is in the first or second year of employment with the District or has been reassigned to teach a new subject or grade level for the preceding or current school year.

Inadequacy of Classroom Performance

A teacher's classroom performance is inadequate if:

A. During any school year, the certified teacher received either:

1. An Observation Instrument outcome of Ineffective, or

2. An overall Evaluation Classification of Ineffective;

Or

B. During each of two (2) consecutive school years, the certified teacher receives either:

1. An Obervation Instrument outcome of Ineffective or Developing, or

2. An overall Evaluation Classification of Ineffective or Developing.

Nothing in this paragraph limits the District's ability to issue a Preliminary Notice of Inadequate Classroom Performance to a teacher in any year.

The Superintendent is authorized to issue preliminary notices of inadequacy of classroom performance prior to Governing Board approval. The Superintendent, in consultation with the principal or supervisor of the classroom teacher, will consider any mitigating circumstances before issuing such notices to a classroom teacher who is new to the profession or who was recently reassigned to a new grade level or content area. The Board will be notified within ten (10) school days of such issuance.

A teacher whose evaluation is used as a criterion for establishing compensation and who disagrees with the evaluation may make a written appeal. The teacher shall have the burden of proof in the appeal. The appeal shall go to the Superintendent.

Incentives for Teachers in the Highest Performance Classification

Incentives for a teacher who receives an Overall Evaluation Classification of Highly Effective shall be that a continuing teacher who received an Overall Evaluation Classification of Highly Effective when observed using the Observation Instrument (Exhibit B-1 or B-2) will be observed for the subsequent two (2) school years using the Alternative form (Exhibits D-1 and D-2) of the Observation instrument.

Incentives for a teacher who receives an Overall Evaluation Classification of Highly Effective or Effective to voluntarily transfer to a school that is assigned a letter grade of D or F.

Incentives for a teacher who receives an Overall Evaluation Classification of Highly Effective or Effective to voluntarily transfer to a school that is assigned a letter grade of *D* or *F* shall be that the teacher's Overall Evaluation Classification shall not be negatively impacted by the teacher's outcome on his or her Student Action Plan for two (2) school years (the school year that the teacher moves to the school and the succeeding school year).

Protections for a teacher who is District transferred to a school that is assigned a letter grade of D or F.

Protections for a teacher who is District transferred to a school that is assigned a letter grade of *D* or *F* shall be that the teacher's Overall Evaluation Classification shall not be negatively impacted by the teacher's outcome on his or her Student Action Plan for two (2) school years (the school year that the teacher is transferred and the succeeding school year).

Protections for a teacher if the principal of a school is designated as ineffective.

Protections for a teacher if the principal of a school is designated as ineffective shall be that the teacher's Overall Evaluation Classification shall not be negatively impacted by the teacher's outcome on his or her Student Action Plan for two (2) school years (the school year that the principal is designated as ineffective and the

succeeding school year. Also, the teacher may request an evaluator other than the principal).

~~Evaluation of~~Principals, other Administrators and Psychologists

The Board authorizes the Superintendent to establish a system for the evaluation of principals, other administrators, and certificated school psychologists. Advice will be sought from those to be evaluated in the development of the performance evaluation system for each of these employee classifications.

~~Evaluation of~~Principals

The Governing Board shall adopt policies that:

A. Are designed to improve principal performance and improve student achievement.

B. Include the use of quantitative data on the academic progress for all students, which shall account for between twenty percent (20%) and thirty-three percent (33%) of the evaluation outcomes.

C. Include four (4) performance classifications, designated as highly effective, effective, developing and ineffective.

D. Describe both of the following:

1. The methods used to evaluate the performance of principals, including the data used to measure student performance and job effectiveness.

2. The formula used to determine evaluation outcomes.

The evaluation system for the evaluation of the performance of principals may include the overall instructional program, student progress, personnel, curriculum, and facilities. Principals will be given a review of evaluation procedures prior to beginning the process.

Subject to statutory limitations, the Board shall make available the evaluation and performance classification pursuant to A.R.S. ~~15-203~~ 15-503 of each principal in the District to school districts and charter schools that are inquiring about the performance of the principal for hiring purposes.

~~Evaluation of~~Other Administrators

The format for the evaluation system for other administrators (other than the Superintendent) will be developed under the leadership of the Superintendent,

focusing on the responsibilities and outcomes which support the overall instructional program and needs of the District. Evaluation procedures, timelines, and methods to be used for the communication of evaluation results will be reviewed with each employee prior to beginning the process.

~~Evaluation of~~Certificated School Psychologists

The evaluation system for certificated school psychologists shall include the following:

A. Recommendations as to areas of improvement in the performance of the certificated school psychologist if the performance warrants improvement.

B. After transmittal of an assessment, a Board designee shall confer with the certificated school psychologist to make specific recommendations as to areas of improvement in performance.

C. The Board designee shall provide assistance and opportunities for the certificated school psychologist to improve his/her performance and shall follow up after a reasonable period of time for the purpose of ascertaining that adequate performance is being demonstrated.

D. Appeal procedures for certificated school psychologists who disagree with the evaluation of their performance, if the evaluation is for use as criteria for establishing compensation or dismissal.

Contracts ~~of Certificated Employees~~

Certificated Employees

The Governing Board may transmit and receive contracts of certificated employees in an electronic format and may accept electronic signatures on those contracts. The Superintendent will develop procedures for the implementation of this discretionary process.

The Governing Board may adopt requirements that require electronic signatures to be followed by original signatures within a specified time period.

Noncertificated Employees

A. All noncertificated personnel shall be evaluated by the designated supervisor or administrator.

B. A written evaluation of each employee's effectiveness shall be completed during the first year of employment.

C. The supervisor or administrator may conduct an initial evaluation within the employee's first ninety (90) days of employment. If an initial evaluation is conducted, a second evaluation shall be conducted within the first year, on or before the employee's anniversary date.

D. Each noncertificated employee shall be evaluated at least once annually thereafter.

E. Evaluations shall be used to support the improvement of job performance and to inform decisions regarding continued employment.

Adopted: ~~Tuesday, January 11, 2022~~ (new date of adoption)

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-153~~
~~15-203~~
~~15-502~~
~~15-503~~
~~15-512~~
~~15-536~~
~~15-537~~
~~15-537.01~~
~~15-538~~
~~15-538.01~~
~~15-539 *et seq*.~~
~~15-544~~
~~15-549~~
~~15-918.02~~
~~15-977~~
~~A.A.C.~~
~~R7-2-605~~

~~CROSS REF.:~~
~~GBEB - Staff Conduct~~
~~GCB - Professional Staff Contracts and Compensation~~
~~GCF - Professional Staff Hiring~~
~~GCJ - Professional Staff Noncontinuing and Continuing Status~~
~~GCK - Professional Staff Assignments and Transfers~~
~~GCMF - Professional Staff Duties and Responsibilities~~
~~GCQF - Discipline, Suspension, and Dismissal of Professional Staff Members~~
~~GDO - Evaluation of Support Staff Members~~

LEGAL REF.:

A.R.S.
15-153
15-189.06
15-203
15-241
15-341
15-501
15-502
15-503
15-512
15-536
15-537
15-537.01
15-538
15-538.01
15-539 et seq
15-544
15-549
15-918.02
15-977
15-1326
A.A.C.
R7-2-605

CROSS REF.:
GBEA – Ethics and Code of Conduct
GCB – Compensation
GCF – Hiring
GCK – Assignments and Transfers
GCMF – Duties and Responsibilities
GCQF – Discipline, Suspension, and Dismissal

~~GCO-RA ©~~

GCO-R

REGULATION

~~EVALUATION OF PROFESSIONAL STAFF MEMBERS~~

EVALUATIONS AND CONTRACTS

Evaluators

The Superintendent will compile an updated listing of those who have successfully completed the District required evaluator training and submit this list of newly trained evaluators prior to the first scheduled staff observation by an evaluator to the Governing Board for designation as qualified evaluators. The evaluator shall be responsible for the final written and official statement of evaluation, which shall be in writing, and a copy shall be transmitted to the certificated teacher within five (5) days after completion of the evaluation. [A.R.S. 15-537]

The Superintendent shall implement the specific training requirements for qualified evaluators prescribed by the Governing Board.

Best practices for professional development and evaluator training adopted by the State Board of Education should be referenced by the Superintendent periodically as the State Board has the authority to periodically make adjustments to align with the model framework for teacher and principal evaluations with assessment data changes at the state level.

Classroom Observations by Evaluator:

- The teacher performance evaluation system shall include at least two (2) actual classroom observations of the certificated teacher demonstrating teaching skills in a complete and uninterrupted lesson by the qualified evaluator. However, the Governing Board may waive the requirement of a second classroom observation for a continuing teacher whose teaching performance based on the first classroom observation places the teacher in one (1) of the two (2) highest performance classifications for the current school year, unless the teacher requests a second observation.

- There shall be at least sixty (60) calendar days between the first and last observations.

- Preliminary notice of inadequacy may follow the first observation.

● The last observation may follow the issuance of a preliminary notice of inadequacy of classroom performance, the completion of any performance improvement plan and be used to determine whether the teacher has corrected inadequacies and has demonstrated adequate classroom performance.

● An observation shall not be conducted within two (2) instructional days of any scheduled period in which school is not in session for one (1) week or more.

● Informal or additional formal observations may be made at the discretion of the administrator. Observations that do not constitute a complete and uninterrupted lesson shall not be considered in determining performance ratings and may only be used to provide feedback to improve instructional performance.

Procedural Steps in the Process of Evaluation:

● The evaluation procedures shall be reviewed at each school. At the beginning of the school year, the principal shall meet with the school's faculty for the purpose of orienting the teachers to the total evaluation plan. Any teacher that is hired after the school year begins must also be given a review of evaluation procedures prior to the teacher's evaluation.

● Within ten (10) business days after each observation, the qualified evaluator observing the teacher shall provide written feedback to the teacher and a copy shall be retained for the principal's file. A third copy shall be placed in the teacher's personnel file and made available to authorized District officers and employees and as otherwise provided by law.

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

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

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

● When an evaluation is used as the criterion for establishing a teacher's compensation, the teacher will be so informed at the conference where the evaluation is discussed. A teacher whose evaluation is used as a criterion for establishing compensation and who disagrees with the evaluation may make a written appeal to the Superintendent no later than ten (10) days after the conference where the disputed evaluation is discussed. The appeal to the Superintendent shall be limited to the sole issue of how the evaluation procedure used is at variance from the Board-adopted procedure. The burden of proof is on the teacher and the appeal may consist of a paper review. The decision of the Superintendent shall be final and not subject to further appeal or review.

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

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

Preliminary Notice of Inadequacy of Classroom Performance:

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

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

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

Nonrenewal/Dismissal of Certificated Employees:

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

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

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

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

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

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

Contracts of Certificated Employees

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

The Governing Board shall offer to each certificated continuing teacher who has been employed more than the major portion of three (3) consecutive years and who is under contract of employment with the District for the current year a contract

renewal for the next ensuing school year unless the teacher has been given notice of the Board's intent not to offer a contract and to dismiss the teacher as provided by statute.

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

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

Receipt is considered to have occurred when the written contract is:

- Personally delivered, or

- ~~Two (2) days after being sent~~ Sent by certified mail through the United States Postal Service and two days have two days have transpired after the mailing.

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

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

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

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

- Documents transmitted in an electronic format pursuant to this subsection shall be considered written documents for the purposes of sections 15-536 and 15-538.01.

● If the Governing Board has so adopted, electronic signatures are to be followed by original signatures within a specified time period.

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

Principals, Other Administrators and Certificated School Psychologists:

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

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

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

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

Principal, Other Administrator, and Certificated School Psychologist Contract Renewal

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

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

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~~PROFESSIONAL STAFF~~
REDUCTION IN FORCE

Certificated Employees

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

The Superintendent shall submit to the Board recommendations for the termination of specific staff members. The criteria used in formulating these recommendations shall include, but shall not be limited to:

1. Qualifications and certification of staff members to accomplish the District's educational program, including certification requirements for specialty categories and designation as a highly qualified teacher.

2. Overall teaching experience, academic training, and ability.

3. Past contributions to the educational program of the District.

Teacher tenure and seniority shall not be considerations in retention determinations.

Noncertificated Employees

In the event the Board decides to release noncertificated employees, the following guidelines will be in effect:

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

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

1. Qualifications of staff members to accomplish the District's program.

2. Overall experience, training, and ability.

3. Past contributions to the program of the District.

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4. All other factors being equal, length of service in the District.

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

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

Adopted: _____

LEGAL REF.:
A.R.S.
15-341
15-502
15-503
15-544
A.G.O.
I78-286

CROSS REF.:
GCB - ~~Professional Staff Contracts and~~ Compensation

GCQC
RESIGNATION ~~OF PROFESSIONAL STAFF MEMBERS~~

Professional/Exempt/Administrative Staff Members

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

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

When an employee resigns, the separation date is the last day the employee works.

If an employee gives notice of a resignation then becomes ill, the Superintendent has the discretion to allow an employee to use accrued sick leave through to the resignation date originally indicated.

If an employee is exhausting approved sick leave for medical reasons and then resigns or dies before returning to work, the separation date is the date of resignation or death.

Support Staff Members

Employees voluntarily terminating their service with the District are expected to give advance notice of not less than ten (10) working days. This notice should be submitted to the supervisor in writing and should specify both the last day of work and the reason for terminating. Authorized unused vacation credit will be paid to employees with the last paycheck.

When an employee resigns, the separation date is the last day the employee works.

If an employee gives notice of a resignation then becomes ill, the Superintendent has the discretion to allow an employee to use accrued sick leave through to the resignation date originally indicated.

If an employee is exhausting approved sick leave for medical reasons and then resigns or dies before returning to work, the separation date is the date of resignation or death.

Compensation for Unused Sick Leave

Professional/Exempt/Administrative Staff Members

For calculations of compensation for unused sick leave, daily rate is based on the employee's contract or employment agreement in the final year of employment prior to resignation or retirement and is defined as the sum of base salary and override divided by the number of paid days listed on the contract or employment agreement.

Upon voluntary termination of employment with Flowing Wells Schools after nine (9) or more years of service, a professional/exempt/administrative employee shall be compensated for each day of personal illness leave accrued up to a maximum of two hundred (200) days, according to the following schedule (one [1] day is defined as eight [8] hours.):

A. Nine (9) or more years of employment: sixteen percent (16%) of daily rate or $35.80 per day, whichever is greater.

B. Twelve (12) or more years of employment: seventeen percent (17%) of daily rate or $35.80 per day, whichever is greater.

C. Fifteen (15) or more years of employment: eighteen percent (18%) of daily rate or $35.80 per day, whichever is greater.

D. Seventeen (17) or more years of employment: nineteen percent (19%) of daily rate or $35.80 per day, whichever is greater.

E. Twenty (20) or more years of employment: twenty percent (20%) of daily rate or $44.78 per day, whichever is greater.

F. Twenty-three (23) or more years of employment: twenty-five percent (25%) of daily rate or $44.78 per day, whichever is greater.

G: Twenty-six (26) or more years of employment: thirty percent (30%) of daily rate or $44.78 per day, whichever is greater.

~~H. Thirty (30) or more years of employment: thirty percent (30%) of daily rate or $59.71 per day, whichever is greater.~~

~~The above paragraph does not apply to administrative staff members hired as an administrator prior to January 1, 2021.~~

Upon voluntary termination of employment with Flowing Wells Schools, an administrative employee hired as an administrator prior to January 1, 2021, shall be compensated for each day of personal illness leave accrued in an

administrative assignment up to a maximum of two hundred (200) days, according to the following schedule (one [1] day is defined as eight [8] hours):

A. Five (5) or more years of employment in an administrative position = twenty-five percent (25%) of base daily rate multiplied by number of personal illness leave days accrued as an administrator.

B. Six (6) through eight (8) years of employment in an administrative position = thirty-five percent (35%) of base daily rate multiplied by number of personal illness leave days accrued as an administrator.

C. Nine (9) through fourteen (14) years of employment in an administrative position = fifty percent (50%) of base daily rate multiplied by number of personal illness leave days accrued as an administrator.

D. Fifteen plus (15+) years of employment in an administrative position = seventy-five percent (75%) of base daily rate multiplied by number of personal illness leave days accrued as an administrator.

~~Administrators~~ An administrative employee hired as an administrator prior to January 1, 2021, who ~~have~~ has worked as a ~~professional or exempt~~ non-administrative employee~~s~~ in the Flowing Wells District will be compensated at the appropriate rate for years of employment in a non-administrative position ~~for~~ and the portion of unused sick leave days accumulated in a non-administrative position ~~each category (administrative, professional, exempt, non-administrative, support)~~. (See *"Professional/Exempt/Administrative Staff Members"* immediately preceding this section.)

Support Staff Members

For calculations of compensation for unused sick leave, daily rate is based on the employee's SPAR in the final year of employment prior to resignation or retirement and is defined as the sum of base hourly wage and override hourly wage multiplied by eight hours.

Upon voluntary termination of employment with Flowing Wells Schools after nine (9) or more years of service, a support staff employee shall be compensated for each day of personal illness leave accrued up to a maximum of two hundred (200) days, according to the following schedule: (one [1] day is defined as eight [8] hours):

A. Nine (9) or more years of employment: sixteen percent (16%) of daily rate or $31.96 per day, whichever is greater.

B. Twelve (12) or more years of employment: seventeen percent (17%) of daily rate or $31.96 per day, whichever is greater.

C. Fifteen (15) or more years of employment: eighteen percent (18%) of daily rate or $36.37 per day, whichever is greater.

D. Seventeen (17) or more years of employment: nineteen percent (19%) of daily rate or $36.37 per day, whichever is greater.

E. Twenty (20) or more years of employment: twenty percent (20%) of daily rate or $40.78 per day, whichever is greater.

F. Twenty-three (23) or more years of employment: twenty-five percent (25%) of daily rate or $40.78 per day, whichever is greater.

G: Twenty-six (26) or more years of employment: thirty percent (30%) of daily rate or $40.78 per day, whichever is greater.

Adopted: ~~May 14, 2024~~ (NEW ADOPTION DATE)

LEGAL REF.:
A.R.S.
15-545
23-352
23-353
A.A.C.
R7-2-205

CROSS REF.:
GCMF – Duties and Responsibilities

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DISCIPLINE, SUSPENSION, AND DISMISSAL ~~OF PROFESSIONAL STAFF MEMBERS~~

An employee may be disciplined for unprofessional or immoral conduct, violations of policy, violation of the District's Ethics and Code of Conduct, and/or violations of the following expected standards of professional conduct. Consequences for misconduct may include disciplinary and/or non-disciplinary action.

Conduct

All Employees

Unprofessional Conduct

Any District employee or applicant for District employment who is arrested for or charged with any nonappealable offense listed in A.R.S. 41-1758.03, subsection B and who does not immediately report the arrest or charge to their supervisor is guilty of unprofessional conduct and shall be immediately dismissed from employment with the School District.

Required Conduct

In addition to the conduct required under the District's Ethics and Code of Conduct, employees shall:

A. Make reasonable efforts to protect students from conditions harmful to learning, health, or safety;

B. Account for all funds collected from students, parents, or school personnel;

C. Adhere to provisions of the Uniform System of Financial Records related to use of school property, resources, or equipment; and

D. Abide by copyright restrictions, security, or administration procedures for a test or assessment.

Prohibited Conduct

In addition to the conduct prohibited under the District's Ethics and Code of Conduct, employees shall not:

A. Discriminate against or harass any students or school employee on the basis of race, national origin, religion, sex, including sexual orientation, disability, color or age;

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B. Deliberately suppress or distort information or facts relevant to a student's academic progress;

C. Misrepresent or falsify student, classroom, school, or District-level data from the administration of a test or assessment;

D. Engage in a pattern of conduct for the sole purpose or with the sole intent of embarrassing or disparaging a student;

E. Use professional position or relationships with students, parents, or colleagues for improper personal gain or advantage;

F. Falsify or misrepresent documents, records, or facts related to professional qualifications or educational history or character;

G. Assist in the professional certification or employment of a person the certificate holder knows to be unqualified to hold a position;

H. Accept gratuities or gifts that influence judgment in the exercise of professional duties;

I. Possess, consume, or be under the influence of alcohol on school premises or at school-sponsored activities;

J. Illegally possess, use, or be under the influence of marijuana, dangerous drugs, or narcotic drugs, as each is defined in A.R.S. 13-3401;

K. Make any sexual advance towards a student or child, either verbal, written, or physical;

L. Engage in sexual activity, a romantic relationship, or dating of a student or child;

M. Submit fraudulent requests for reimbursement of expenses or for pay;

N. Use school equipment to access pornographic, obscene, or illegal materials; or

O. Engage in conduct which would discredit the District or the teaching profession.

~~**Categories of Misconduct**~~

~~Certificated staff members may be disciplined for infractions that include, but are not limited to, the following categories:~~

~~A. Engaging in unprofessional conduct.~~

~~B. Committing fraud in securing appointment.~~

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~~C. Exhibiting incompetency in their work.~~

~~D. Exhibiting inefficiency in their work.~~

~~E. Exhibiting improper attitudes.~~

~~F. Neglecting their duties.~~

~~G. Engaging in acts of insubordination.~~

~~H. Engaging in acts of child abuse or child molestation.~~

~~I. Engaging in acts of dishonesty.~~

~~J. Being under the influence of alcohol while on duty.~~

~~K. Engaging in the illicit use of narcotics or habit-forming drugs.~~

~~L. Being absent without authorized leave.~~

~~M. Engaging in discourteous treatment of the public.~~

~~N. Engaging in improper political activity.~~

~~O. Engaging in willful disobedience.~~

~~P. Being involved in misuse or unauthorized use of school property.~~

~~Q. Being involved in excessive absenteeism.~~

~~R. Carrying or possessing a weapon on school grounds unless they are peace officers or have obtained specific authorization from the appropriate school administrator.~~

Statutory Requirements <u>for Discipline</u>

Certificated staff members disciplined under A.R.S. 15-341, A.R.S. 15-539, or other applicable statutes:

A. May not be suspended with or without pay for a period exceeding ten (10) school days under A.R.S. 15-341.

B. May be suspended without pay for a period of time greater than ten (10) school days or dismissed under A.R.S. 15-539.

C. Shall be disciplined under procedures that provide for notice, hearing, and appeal, subject to the requirements of A.R.S. 15-341 or A.R.S. 15-539, whichever is appropriate.

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D. Shall, if disciplined under A.R.S. 15-539 or other applicable statutes, excluding A.R.S. 15-341, receive notice in writing served upon the certificated staff member personally or by United States registered or certified mail addressed to the employee's last-known address. A copy of charges specifying instances of behavior and the acts of omissions constituting the charge(s), together with a copy of all applicable statutes, shall be attached to the notice.

Statutory Requirements for Suspension and Dismissal

Certificated staff members disciplined under A.R.S. 15-341, A.R.S. 15-539, or other applicable statutes:

~~E.~~ Shall have the right to a hearing in accordance with the following:

1. *Suspension under A.R.S. 15-341.* The supervising administrator will schedule a meeting not less than two (2) days nor more than ten (10) days after the date the certificated staff member receives the notice.

2. *Dismissal or dismissal with suspension included under A.R.S. 15-539.* A certificated staff member's written request for a hearing shall be filed with the Board within ten (10) days after service of notice. The filing of a timely request shall suspend the imposition of a suspension without pay or a dismissal pending completion of the hearing.

~~**General Provisions for Discipline Under A.R.S. 15-341**~~

~~General provisions for discipline are as follows:~~

~~A. *Informal consultation.* Nothing contained herein will limit a supervising administrator's prerogative to engage in informal consultation with a certificated employee to discuss matters of concern related to the employee's performance, conduct, et cetera; however, when it is apparent that disciplinary action toward a certificated employee is likely to become a part of the certificated staff member's personnel record as permitted by A.R.S. 15-341, the procedures outlined herein shall be followed.~~

~~B. *Persons authorized to impose discipline.* Any supervising administrator who is the immediate or primary supervisor of a certificated staff member is authorized to impose a penalty or penalties, short of dismissal. Only the Board may dismiss a certificated staff member.~~

~~C. *Notice.* Any person who is required by this policy to give written notice to any other person affected by this policy may do so by any means reasonably calculated to give the recipient actual knowledge of the notice within a~~

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reasonable amount of time. When time is calculated from the date a notice is received, the notice is deemed to be received on the date it is hand delivered or three (3) calendar days after it is placed in the mail.

D. *Administrative discretion*. In adopting these policies and procedures, it is the intention of the District that they be interpreted and applied in a reasonable fashion. The policies and regulations are not intended to restrict or eliminate the discretion traditionally afforded to supervising administrators to determine whether discipline is appropriate. Supervising administrators are therefore directed to continue to use reasonable discretion in determining whether a particular alleged violation merits discipline.

E. *Right not to impose discipline*. The District reserves the right not to discipline a certificated staff member for conduct that violates this policy.

F. *Definition of work days*. For the purposes of this policy, a work day is any day that the District's central administrative office is open for business.

G. *Additional reasons for discipline*. A certificated staff member may be disciplined for conduct that has occurred but that, at or near the time of misconduct, was not the subject of or identified as a reason for a specific proceeding under this policy.

Procedure for Discipline Under A.R.S. 15-341

The following procedures will be used to impose any discipline that 1) shall become a part of the certificated staff member's personnel record and 2) is permitted under A.R.S. 15-341:

Step 1 – Notice:

A. Upon the supervising administrator's determination of the existence of cause to impose discipline, the supervising administrator shall notify the certificated staff member of intent to impose discipline. The notice shall be in writing and shall be delivered in person or by first-class mail. The notice shall include the following:

1. The conduct or omission on the part of the certificated staff member that constitutes the reason for discipline.

2. A scheduled meeting time between the supervising administrator and the certificated staff member. Such meeting shall be scheduled not more than ten (10) working days after the date the certificated staff member receives the notice.

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3. A statement of the disciplinary action the supervising administrator intends to impose, including, if applicable, the number of days of suspension with or without pay.

4. Copies of any available relevant documentation, at the discretion of the supervising administrator.

Step 2 - Discipline Hearing:

A. At the hearing, the supervising administrator shall discuss with the certificated staff member the conduct that warrants disciplinary action and shall provide the certificated staff member with any appropriate evidence and a copy of relevant documentation if not previously provided.

B. The supervising administrator shall conduct the hearing in an informal manner, without adherence to the rules of evidence and procedure required in judicial proceedings.

Step 3 - Decision (in writing):

At the hearing, or within ten (10) working days following the hearing, the supervising administrator shall, in writing, inform the certificated staff member of the decision. If the decision is to impose discipline, written notice of the discipline shall be enclosed. The written notice of the decision shall state that a copy of the notice, decision, and a record of the disciplinary action shall be placed in the certificated staff member's personnel file and shall specify the date the discipline shall be imposed unless the certificated staff member files a written request for appeal within five (5) working days after the decision is delivered to the certificated staff member. If the certificated staff member requests an appeal of the decision, the imposition of any discipline shall be suspended pending the outcome of the appeal.

Step 4 - Appeal:

Discipline imposed may be appealed at the next organizational level, in writing, to the appropriate assistant superintendent or the Superintendent. Only when the discipline is determined by the Superintendent shall the appeal be to the Board, which, at its discretion, may appoint a hearing officer. The appeal shall contain a brief statement of the reasons why the certificated staff member believes the administrator's decision is incorrect. Appeal is limited to one (1) organizational level above the level of the supervising administrator who imposed the discipline.

The appeal shall specifically describe the part of the determination with which the certificated staff member disagrees:

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A. Determination was founded upon error of construction or application of any pertinent regulations or policies.

B. Determination was unsupported by any evidence as disclosed by the entire record.

C. Determination was materially affected by unlawful procedure.

D. Determination was based on violation of any statutory or constitutional right.

E. Determination was arbitrary and capricious.

F. The penalty was excessive.

The supervising administrator, the Superintendent, or, when appropriate, the Board or the Board-appointed hearing officer may, at the conclusion of the appeal, uphold the discipline, modify the decision, or refer the matter back to the level from which it was appealed for rehearing and additional information. Such decision, along with specific direction as to the effective date of any discipline, shall be communicated to the certificated staff member within a reasonable amount of time following the appeal, not to exceed seven (7) working days.

The assigned hearing officer shall, by use of a mechanical device, make a record of the appeal hearing.

This policy, under A.R.S. 15-341, does not apply to dismissal of a certificated staff member except to the extent that the Board may find, subsequent to dismissal proceedings, that a lesser form of discipline as set forth in this policy should be imposed.

Not all administrative actions regarding a certificated staff member are considered "discipline," even though they may involve alleged or possible violations by the certificated staff member. This policy addresses only discipline and has no application to any of the following:

A. The certificated staff member evaluation procedure or the resulting evaluations as they pertain to the adequacy of the certificated staff member's classroom performance.

B. Letters or memorandums directed to a certificated staff member containing directives or instructions for future conduct.

C. Counseling of a certificated staff member concerning expectations of future conduct.

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D. Nonrenewal of a contract of a certificated staff member employed by the District for less than the major portion of three (3) consecutive school years (noncontinuing certificated staff member).

General Provisions for Suspension Without Pay or Dismissal Under A.R.S. 15-539

Step 1 - Notice:

A. The Governing Board, except as otherwise provided by A.R.S. 15-539, shall upon receipt of a written statement of charges from the Superintendent that cause exists for the suspension of a certificated teacher without pay for a period longer than ten (10) school days or dismissal, shall give notice to the teacher of the Board's intention to suspend without pay or dismiss the teacher at the expiration of ten (10) days from the date of service of the notice.

1. If charges presented to the Board for dismissal of a certificated person allege immoral conduct, the charge or a resignation involving such charges shall be reported to the Department of Education.

2. Whenever the statement of charges by the Superintendent allege immoral or unprofessional conduct as the cause for dismissal, the Board may adopt a resolution to file a complaint with the State Department of Education. Pending disciplinary action by the State Board, the certificated teacher may be reassigned by the Superintendent or the Governing Board may place the teacher on administrative leave and give notice to the teacher of the administrative leave of absence pursuant to A.R.S. 15-540.

3. As used in this policy, immoral conduct means any conduct that is contrary to the moral standards of the community and that reflects an unfitness to perform the duties assigned to the certificated staff member.

B. The Governing Board, upon adoption of a written statement charging a certificated teacher with cause for suspension without pay or dismissal, may immediately place the teacher on administrative leave of absence and give the teacher notice of the administrative leave of absence.

C. Written notice of the administrative leave of absence shall be served on the teacher personally or by United States registered mail addressed to the teacher at the teacher's last known address.

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Step 2 Hearing for Suspension Without Pay or Dismissal:

A. The Governing Board shall decide whether to hold a hearing on the dismissal or suspension of a certificated teacher without pay for a period of time longer than ten (10) days as provided in A.R.S. 15-541.

PLEASE CHOOSE OPTION – The Governing Board may provide, **(A)** *by policy* or **(B)** *vote* at its annual organizational meeting, that all hearings conducted pursuant to this section shall be conducted before a hearing officer.

B. If the Governing Board decides not to hold a hearing, the Board shall designate a hearing officer to:

1. hold the hearing,

2. hear the evidence,

3. prepare a record of the hearing, and

4. issue a recommendation to the Board for action.

C. If the parties cannot mutually agree on a hearing officer, a hearing officer shall be selected by the Governing Board from a list provided by the State Department of Education or the American Arbitration Association.

D. A hearing held pursuant to A.R.S. 15-541 may not be conducted by any hearing officer having a personal interest which would conflict with the hearing officer's objectivity in the hearing.

E. The hearing shall be held:

1. not less than fifteen (15) days, nor

2. not more than thirty (30) days.

3. after the request is filed, unless all parties to the hearing mutually agree to a different hearing date.

F. Notice of the time and place of the hearing shall be given to the teacher not less than three (3) days before the date of the hearing.

G. The teacher may request that the hearing be conducted in public or private.

H. The Governing Board shall provide any officer, appointee, or employee to be considered or discussed at a meeting with written notice of the executive session as is appropriate but not less than twenty-four (24) hours for the officer, appointee, or employee to determine whether the discussion or consideration should occur at a public meeting.

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~~I. At the hearing the teacher may appear in person and by counsel, if desired, and may present any testimony, evidence or statements, either oral or in writing, in the teacher's behalf.~~

~~J. An official record of the hearing, including all testimony recorded manually or by mechanical device, and exhibits shall be prepared by the Governing Board or the hearing officer.~~

~~K. The teacher who is the subject of the hearing may not request that the testimony be transcribed unless the teacher agrees in writing to pay the actual cost of the transcription.~~

~~L. Within ten (10) days after a hearing conducted by the Governing Board the Board shall:~~

~~1. determine whether there existed good and just cause for the notice of dismissal or suspension, and~~

~~2. affirm or withdraw the notice of dismissal or suspension.~~

~~M. Within ten (10) days after a hearing conducted by a hearing officer, the hearing officer shall:~~

~~deliver a written recommendation to the Governing Board that includes findings of fact and conclusions.~~

~~N. Parties to the hearing have the right to object to the findings of the hearing officer and present oral and written arguments to the Governing Board.~~

~~O. The Governing Board has an additional ten (10) days to determine whether good and just cause existed for the notice of dismissal or suspension and shall render its decision accordingly, either affirming or withdrawing the notice of suspension or dismissal.~~

~~Good and just cause does not include religious or political beliefs or affiliations unless they are in violation of the oath of the teacher.~~

~~Additional Provisions and Conditions~~

~~During the pendency of a hearing, neither the certificated staff member nor the supervising administrator shall contact the Superintendent or a Board member to discuss the merits of the supervising administrator's recommendation or charges and proposed discipline except as provided by this policy. No attempt shall be made during such period to discuss the merits of the charges with the person designated to act as hearing officer.~~

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~~The Governing Board shall keep confidential the name of a student involved in a hearing for dismissal, discipline, or action on a teacher's certificate, with exceptions as noted in A.R.S. 15-551.~~

~~State Board of Education~~

~~The highest ranking official of a school or school district (that employs the person or to whom the person has applied for employment) may request from the State Board of Education information relating to allegations that a certificated or noncertificated person engaged in conduct that, if true, constitutes grounds for disciplinary action if the certificated or noncertificated person resigned or otherwise separated from employment with a school before the State Board of Education either investigates the allegations or determines whether to take disciplinary action against the person.~~

~~The State Board of Education, after verifying the official's identity, shall provide the requested information, if available, to the official or designee. If providing the requested information might impede the State Board of Education's investigation of the allegations, the State Board of Education may deny the official's request or provide the information to the official or administrator after the State Board of Education completes the investigation.~~

~~*Amendments*. The District reserves the right to amend this policy in any way at any time. Any amendment shall have prospective application only.~~

~~*Severability*. If any provision of this policy is held to be invalid for any reason, such action shall not invalidate the remainder of this policy. If any provision of this policy conflicts with any provisions in any other policies adopted by the District, the provisions of this policy shall prevail.~~

Teachers Working Under a Short-Term Certification

A teacher who holds a teaching intern certificate, an emergency teaching certificate or another type of nonstandard certificate, that is valid for one (1) year or less, may be dismissed by the Board effective ten (10) days after delivery of the notice of dismissal to the teacher without complying with the requirements of A.R.S. conditions found in 15-537, 15-538, or 15-541. Notice of the Board's authority to dismiss pursuant to this shall be included in each teacher's contract.

Adopted: _____

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LEGAL REF.:
A.R.S.
13-2911
13-3401
15-153
15-203
15-341
15-342
15-350
15-502
15-503
15-505
15-507
15-508
15-512
15-514
15-536
15-538
15-538.01
15-538.02
15-539
15-540
15-541
15-542
15-543
15-549
15-550
15-551
23-1501
41-770
41-773
A.A.C.
R7-2-1308
20 U.S.C. 1681

CROSS REF.:
DK - Payment and Payroll Procedures
~~DKA - Payroll Procedures/Schedules~~
~~GCJ - Professional Staff Noncontinuing and Continuing Status~~
GCO - Evaluations ~~of Professional Staff Members~~ and Contracts

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GCQF-RA ©

REGULATION

DISCIPLINE, SUSPENSION, AND DISMISSAL

(Certificated Employees)

Provisions

General provisions for discipline are as follows:

A. *Informal consultation.* Nothing contained herein will limit a supervising administrator's prerogative to engage in informal consultation with a certificated employee to discuss matters of concern related to the employee's performance, conduct, et cetera; however, when it is apparent that disciplinary action toward a certificated employee is likely to become a part of the certificated staff member's personnel record as permitted by A.R.S. 15-341, the procedures outlined herein shall be followed.

B. *Persons authorized to impose discipline.* Any supervising administrator who is the immediate or primary supervisor of a certificated staff member is authorized to impose a penalty or penalties, short of dismissal. Only the Board may dismiss a certificated staff member.

C. *Notice.* Any person who is required by Policy GCQF and this regulation to give written notice to any other person affected by Policy GCQF and this regulation may do so by any means reasonably calculated to give the recipient actual knowledge of the notice within a reasonable amount of time. When time is calculated from the date a notice is received, the notice is deemed to be received on the date it is hand delivered or three (3) calendar days after it is placed in the mail.

D. *Administrative discretion.* In adopting these policies and procedures, it is the intention of the District that they be interpreted and applied in a reasonable fashion. The policies and regulations are not intended to restrict or eliminate the discretion traditionally afforded to supervising administrators to determine whether discipline is appropriate. Supervising administrators are therefore directed to continue to use reasonable discretion in determining whether a particular alleged violation merits discipline.

E. *Right not to impose discipline.* The District reserves the right not to discipline a certificated staff member for conduct that violates Policy GCQF and this regulation.

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F. *Definition of business days*. For the purposes of this regulation, a business day is any day that the District's central administrative office is open for business.

G. *Additional reasons for discipline*. A certificated staff member may be disciplined for conduct that has occurred but that, at or near the time of misconduct, was not the subject of or identified as a reason for a specific proceeding under Policy GCQF and this regulation.

Procedures

The following procedures will be used to impose any discipline that 1) shall become a part of the certificated staff member's personnel record and 2) is permitted under A.R.S. 15-341:

Step 1 - Notice:

Upon the supervising administrator's determination of the existence of cause to impose discipline, the supervising administrator shall notify the certificated staff member of intent to impose discipline. The notice shall be in writing and shall be delivered in person or by first-class mail. The notice shall include the following:

1. The conduct or omission on the part of the certificated staff member that constitutes the reason for discipline.

2. A scheduled meeting time between the supervising administrator and the certificated staff member. Such meeting shall be scheduled not more than ten (10) business days after the date the certificated staff member receives the notice.

3. A statement of the disciplinary action the supervising administrator intends to impose, including, if applicable, the number of days of suspension with or without pay.

4. Copies of any available relevant documentation, at the discretion of the supervising administrator.

Step 2 - Discipline Hearing:

A. At the hearing, the supervising administrator shall discuss with the certificated staff member the conduct that warrants disciplinary action and shall provide the certificated staff member with any appropriate evidence and a copy of relevant documentation if not previously provided.

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B. The supervising administrator shall conduct the hearing in an informal manner, without adherence to the rules of evidence and procedure required in judicial proceedings.

Step 3 - Decision (in writing):

At the hearing, or within ten (10) business days following the hearing, the supervising administrator shall, in writing, inform the certificated staff member of the decision. If the decision is to impose discipline, written notice of the discipline shall be enclosed. The written notice of the decision shall state that a copy of the notice, decision, and a record of the disciplinary action shall be placed in the certificated staff member's personnel file and shall specify the date the discipline shall be imposed unless the certificated staff member files a written request for appeal within five (5) business days after the decision is delivered to the certificated staff member. If the certificated staff member requests an appeal of the decision, the imposition of any discipline shall be suspended pending the outcome of the appeal.

Step 4 – Appeal:

Discipline imposed may be appealed at the next organizational level, in writing, to the appropriate assistant superintendent or the Superintendent. Only when the discipline is determined by the Superintendent shall the appeal be to the Board, which, at its discretion, may appoint a hearing officer. The appeal shall contain a brief statement of the reasons why the certificated staff member believes the administrator's decision is incorrect. Appeal is limited to one (1) organizational level above the level of the supervising administrator who imposed the discipline.

The appeal shall specifically describe the part of the determination with which the certificated staff member disagrees:

A. Determination was founded upon error of construction or application of any pertinent regulations or policies.

B. Determination was unsupported by any evidence as disclosed by the entire record.

C. Determination was materially affected by unlawful procedure.

D. Determination was based on violation of any statutory or constitutional right.

E. Determination was arbitrary and capricious.

F. The penalty was excessive.

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Decision

The supervising administrator, the Superintendent, or, when appropriate, the Board or the Board-appointed hearing officer may, at the conclusion of the appeal, uphold the discipline, modify the decision, or refer the matter back to the level from which it was appealed for rehearing and additional information. Such decision, along with specific direction as to the effective date of any discipline, shall be communicated to the certificated staff member within a reasonable amount of time following the appeal, not to exceed seven (7) business days.

The assigned hearing officer shall, by use of a mechanical device, make a record of the appeal hearing.

Actions Not Covered

This regulation, under A.R.S. 15-341, does not apply to dismissal of a certificated staff member except to the extent that the Board may find, subsequent to dismissal proceedings, that a lesser form of discipline as set forth in Policy GCQF and this regulation should be imposed.

Not all administrative actions regarding a certificated staff member are considered "discipline," even though they may involve alleged or possible violations by the certificated staff member. This regulation addresses only discipline and has no application to any of the following:

A. The certificated staff member evaluation procedure or the resulting evaluations as they pertain to the adequacy of the certificated staff member's classroom performance.

B. Letters or memorandums directed to a certificated staff member containing directives or instructions for future conduct.

C. Counseling of a certificated staff member concerning expectations of future conduct.

D. Nonrenewal of a contract of a certificated staff member employed by the District for less than the major portion of three (3) consecutive school years (noncontinuing certificated staff member).

Suspension Without Pay or Dismissal

Step 1 - Notice:

A. The Governing Board, except as otherwise provided by A.R.S. 15-539, shall upon receipt of a written statement of charges from the Superintendent that cause exists for the suspension of a certificated teacher without pay for a period longer than ten (10) school days or dismissal, shall give notice to the teacher of the Board's intention to suspend without pay or dismiss the teacher at the expiration of ten (10) days from the date of service of the notice.

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1. If charges presented to the Board for dismissal of a certificated person allege immoral conduct, the charge or a resignation involving such charges shall be reported to the Department of Education.

2. Whenever the statement of charges by the Superintendent allege immoral or unprofessional conduct as the cause for dismissal, the Board may adopt a resolution to file a complaint with the State Department of Education. Pending disciplinary action by the State Board, the certificated teacher may be reassigned by the Superintendent or the Governing Board may place the teacher on administrative leave and give notice to the teacher of the administrative leave of absence pursuant to A.R.S. 15-540.

3. As used in this regulation, *immoral conduct* means any conduct that is contrary to the moral standards of the community and that reflects an unfitness to perform the duties assigned to the certificated staff member.

B. The Governing Board, upon adoption of a written statement charging a certificated teacher with cause for suspension without pay or dismissal, may immediately place the teacher on administrative leave of absence and give the teacher notice of the administrative leave of absence.

C. Written notice of the administrative leave of absence shall be served on the teacher personally or by United States registered mail addressed to the teacher at the teacher's last known address.

Step 2 – Hearing for Suspension Without Pay or Dismissal:

A. The Governing Board shall decide whether to hold a hearing on the dismissal or suspension of a certificated teacher without pay for a period of time longer than ten (10) days as provided in A.R.S. 15-541.

PLEASE CHOOSE OPTION - The Governing Board may provide, **(A)** *by policy* or **(B)** *vote* at its annual organizational meeting, that all hearings conducted pursuant to this section shall be conducted before a hearing officer.

B. If the Governing Board decides not to hold a hearing, the Board shall designate a hearing officer to:

1. hold the hearing,

2. hear the evidence,

3. prepare a record of the hearing, and

4. issue a recommendation to the Board for action.

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C. If the parties cannot mutually agree on a hearing officer, a hearing officer shall be selected by the Governing Board from a list provided by the State Department of Education or the American Arbitration Association.

D. A hearing held pursuant to A.R.S. 15-541 may not be conducted by any hearing officer having a personal interest which would conflict with the hearing officer's objectivity in the hearing.

E. The hearing shall be held:

1. not less than fifteen (15) days, nor

2. not more than thirty (30) days.

3. after the request is filed, unless all parties to the hearing mutually agree to a different hearing date.

F. Notice of the time and place of the hearing shall be given to the teacher not less than three (3) days before the date of the hearing.

G. The teacher may request that the hearing be conducted in public or private.

H. The Governing Board shall provide any officer, appointee, or employee to be considered or discussed at a meeting with written notice of the executive session as is appropriate but not less than twenty-four (24) hours for the officer, appointee, or employee to determine whether the discussion or consideration should occur at a public meeting.

I. At the hearing the teacher may appear in person and by counsel, if desired, and may present any testimony, evidence or statements, either oral or in writing, in the teacher's behalf.

J. An official record of the hearing, including all testimony recorded manually or by mechanical device, and exhibits shall be prepared by the Governing Board or the hearing officer.

K. The teacher who is the subject of the hearing may not request that the testimony be transcribed unless the teacher agrees in writing to pay the actual cost of the transcription.

L. Within ten (10) days after a hearing conducted by the Governing Board the Board shall:

1. determine whether there existed good and just cause for the notice of dismissal or suspension, and

2. affirm or withdraw the notice of dismissal or suspension.

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M. Within ten (10) days after a hearing conducted by a hearing officer, the hearing officer shall:

deliver a written recommendation to the Governing Board that includes findings of fact and conclusions.

N. Parties to the hearing have the right to object to the findings of the hearing officer and present oral and written arguments to the Governing Board.

O. The Governing Board has an additional ten (10) days to determine whether good and just cause existed for the notice of dismissal or suspension and shall render its decision accordingly, either affirming or withdrawing the notice of suspension or dismissal.

Good and just cause does not include religious or political beliefs or affiliations unless they are in violation of the oath of the teacher.

Additional Provisions and Conditions

During the pendency of a hearing, neither the certificated staff member nor the supervising administrator shall contact the Superintendent or a Board member to discuss the merits of the supervising administrator's recommendation or charges and proposed discipline except as provided by Policy GCQF and this regulation. No attempt shall be made during such period to discuss the merits of the charges with the person designated to act as hearing officer.

The Governing Board shall keep confidential the name of a student involved in a hearing for dismissal, discipline, or action on a teacher's certificate, with exceptions as noted in A.R.S. 15-551.

State Board of Education

The highest ranking official of a school or school district (that employs the person or to whom the person has applied for employment) may request from the State Board of Education information relating to allegations that a certificated or noncertificated person engaged in conduct that, if true, constitutes grounds for disciplinary action if the certificated or noncertificated person resigned or otherwise separated from employment with a school before the State Board of Education either investigates the allegations or determines whether to take disciplinary action against the person.

The State Board of Education, after verifying the official's identity, shall provide the requested information, if available, to the official or designee. If providing the requested information might impede the State Board of Education's investigation of the allegations, the State Board of Education may deny the official's request or provide the information to the official or administrator after the State Board of Education completes the investigation.

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Amendments. The District reserves the right to amend Policy GCQF and this regulation in any way at any time. Any amendment shall have prospective application only.

Severability. If any provision of Policy GCQF and this regulation is held to be invalid for any reason, such action shall not invalidate the remainder of Policy GCQF and this regulation. If any provision of Policy GCQF and this regulation conflicts with any provisions in any other policies adopted by the District, the provisions of Policy GCQF and this regulation shall prevail.

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GCQF-RB ©

REGULATION

DISCIPLINE, SUSPENSION, AND DISMISSAL

(Noncertificated Employees)

Definitions

At-will employee, as used in this Section GCQF-RB, means a noncertificated employee whose employment relationship is severable at the pleasure of either the employee or the District unless a written contract or applicable law expressly provides otherwise.

Term employee, as used in this Section GCQF-RB, means a noncertificated employee working under a written employment contract or other written employment arrangement for a specified duration of time or otherwise expressly restricting the District's right to terminate the employment relationship.

Cause, as used in this Section GCQF-RB, means unprofessional or immoral conduct, violation of Policy GCQF, violation of Board policy or regulation, violation of the District's Ethics and Code of Conduct, or other conduct that, in the judgment of the District, warrants corrective/disciplinary action—including, but not limited to: Fraud or misrepresentation in securing appointment; Incompetency; Inefficiency; Neglect of duty; Insubordination; Dishonesty; Being impaired by alcohol or drugs while on duty; Illegal use or illegal possession of a narcotic or habit-forming drug; Unauthorized absence or absence without leave; Commission of any crime classified as a felony or involving moral turpitude; Discourteous treatment of the public or other employees; Improper political activity; Willful disobedience; and/or Misuse or unauthorized use of government property.

Grounds for Discipline

A noncertificated employee may be disciplined for unprofessional or immoral conduct, violation of Policy GCQF, violation of Board policy or regulation, violation of the District's Ethics and Code of Conduct, or other conduct that, in the judgment of the District, warrants corrective/disciplinary action.

Disciplinary Action

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The District may impose progressive discipline, up to and including dismissal, that may include verbal or written reprimand, suspension without pay, or other appropriate action.

The Superintendent may investigate alleged misconduct and may place an employee on administrative leave, with or without pay as permitted by law, pending investigation.

Suspension Without Pay

At-will employees. An at-will employee may be suspended without pay for conduct that, in the judgment of the Superintendent, warrants such action. Before suspending an at-will employee without pay, the employee shall be informed of the nature of the concerns and given an opportunity to respond, unless immediate action is necessary to protect students, employees, property, or District operations. The Superintendent's decision will be final unless otherwise provided by Board policy.

Term employees. A term employee may be suspended without pay during the term of employment for cause. If the Superintendent recommends suspension without pay of a term employee, the employee shall be given written notice of the recommendation and the reasons for it. The employee may request a hearing in accordance with the hearing procedures set forth below for suspension without pay or dismissal of a term employee. If no hearing is requested within the time provided, the recommended suspension without pay may be imposed.

Minor disciplinary action that does not include dismissal or suspension without pay may be imposed without use of the hearing procedures set forth below unless otherwise required by contract or law.

Dismissal

At-will employees. An at-will employee may be dismissed by the Governing Board at any time, subject to applicable law and any written contract. If the Superintendent recommends dismissal of an at-will employee, the recommendation shall be submitted to the Governing Board in writing and a copy of the recommendation shall be delivered to the employee. The at-will employee may submit a written response to the Governing Board before the Board considers the recommendation. If the at-will employee attends the Board meeting at which the recommendation is considered, the Governing Board may, in its discretion and consistent with applicable law, permit the employee to address the Governing Board concerning the recommendation.

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Term employees. A term employee may be dismissed for cause by the Governing Board at any time prior to the expiration of the term of employment.

Term Employee: Process for Suspension Without Pay or Dismissal

If the Superintendent recommends suspension without pay or dismissal of a term employee, a copy of the recommendation shall be delivered to the employee.

The employee may request a hearing within five (5) business days after receipt of the recommendation. If a hearing is requested, the Superintendent shall deliver written notice of the time and place of the hearing and a written statement of the reasons for the recommendation. The notice may also include a list of persons whom the Superintendent expects to testify and a general description of any other evidence that may be presented at the hearing in support of the recommendation.

The hearing shall be conducted by the Governing Board or by a hearing officer designated by the Governing Board within not less than five (5) business days and not more than thirty (30) calendar days after a request for hearing is submitted, unless postponed by agreement of the parties or by the Governing Board or hearing officer for good cause.

The employee may be represented at the hearing by counsel, at the employee's expense. The employee shall have the opportunity to present witnesses and other relevant evidence and to question witnesses presented by the District. Formal rules of evidence shall not apply. A record of the hearing shall be made by mechanical or electronic means.

If a hearing officer is used, the hearing officer shall prepare written findings and a disciplinary recommendation for the Governing Board within ten (10) business days after the conclusion of the hearing. The Governing Board shall review the findings and recommendation and render a final decision whether to accept, reject, or modify the hearing officer's findings and/or recommendation.

If the Governing Board conducts the hearing, it shall render a decision within ten (10) business days after the conclusion of the hearing.

If the employee does not timely request a hearing, the employee shall be deemed to have waived the right to a hearing, and the Governing Board may act on the recommendation.

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The Governing Board's decision shall be final.

State Board of Education Discipline/Duty to Report

A noncertificated employee who meets the definition of noncertificated person in A.R.S. 15-505 may also be subject to investigation and discipline by the State Board of Education for immoral or unprofessional conduct as provided by law and State Board rules.

Nothing in this regulation limits or replaces any duty to report suspected conduct involving minors, suspected immoral or unprofessional conduct, arrest or charge information, criminal conviction information, or other legally reportable matters to law enforcement, the State Board of Education, the Department of Public Safety, or other authorities as required by law.

The District shall not accept the resignation of a certificated or noncertificated person when there is a reasonable suspicion or allegation of conduct involving minors that must be reported to the State Board of Education as required by law until the required report has been made.

General Matters

None of the procedures of this regulation shall alter the status of an at-will employee.

Failure to timely request a hearing or otherwise timely respond as provided in this regulation shall constitute a waiver of further review under this regulation.

The filing or pendency of a complaint or other form of grievance under another policy shall not limit or delay action authorized by this regulation unless otherwise required by contract or law.

This regulation does not apply to:

A. nonrenewal of a term employee at the expiration of the employee's contract, unless otherwise expressly provided by contract or law;

B. ratings, comments, or recommendations made in the course of an evaluation;

C. placement on administrative leave; or

D. counseling, directives, or supervisory instructions regarding future conduct or performance.

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NONSCHOOL EMPLOYMENT ~~BY PROFESSIONAL STAFF MEMBERS~~

A regular, full-time employee's position in the District shall be given precedence over any type of outside work or self-employment. ~~Employees are free to carry on individual work or self-employment projects as long as no~~ District facilities, equipment, or school(s) are not to be used, except as provided by policy, and the outside work or self-employment ~~does~~ must not interfere with the employees' performance of District-assigned duties.

The outside work or self-employment by a staff member is of concern to the Board ~~insofar as~~ if it may:

A. Prevent the employee from performing assigned responsibilities in an effective manner.

B. Be prejudicial to proper effectiveness in the position or compromise the District.

C. Raise a question of conflict of interest - for example, where the employee's position in the District permits access to information or other advantage useful to the outside employer.

~~Therefore, a~~An employee may not perform any duties related to outside work or self-employment during regular District working hours or during the additional time that is needed to fulfill the responsibilities of the District position. Employees who violate this policy are subject to reprimand, suspension, or termination.

Adopted: _____

LEGAL REF.:
A.R.S.
15-321
15-341

CROSS REF.:
EDB - Maintenance and Control of Materials and Equipment, and Instructional Materials
KF - Community Use of School Facilities

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TUTORING FOR PAY

Except by prior written authorization from the Superintendent:

A. School buildings are not to be used for private tutoring or classes for which students pay a fee to a staff member unless a rental contract has been entered into with the District.

B. A staff member is not permitted to provide tutoring for pay to any student who attends or is registered in any of the staff member's own classes.

Any person contracted by the state or District to provide tutoring services directly to ~~pupils~~ students shall be required to obtain a fingerprint clearance card prior to such services being provided.

Adopted: _____

LEGAL REF.:
A.R.S.
15-341
15-512
15-534
15-1105
A.G.O.
R97-023

CROSS REF:
GCF - ~~Professional Staff~~ Hiring
KF - Community Use of School Facilities
LDA - Student Teaching and Internships

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PROFESSIONAL RESEARCH AND PUBLISHING

Proprietary Rights

The Board has proprietary rights to publications, instructional materials, and devices prepared by employees unless prepared by such employees on their own time and without use of school facilities and/or equipment.

A. The Board authorizes the Superintendent to review material prepared by staff members prior to copyright or patent for subsequent publication or distribution, and to recommend waiving all or part of the Board's proprietary rights in favor of the employees involved in preparing such materials, subject to Board approval.

B. Any staff member who submits professional materials for publication in which the District is mentioned will submit all such material to the Superintendent prior to release for publication, including materials developed on the employee's own time.

Adopted: _____

LEGAL REF.:
A.R.S.
15-341
17 U.S.C. 201

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SUPPORT STAFF POSITIONS

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

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

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

Adopted: _____

LEGAL REF.:
A.R.S.
15-341
15-502

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SUPPORT STAFF CONTRACTS AND COMPENSATION

Support staff members are all employees of the District who are not required by state law or by a District policy, regulation, or job description to possess from the Arizona Department of Education for the purpose of performing their jobs, unless they are expressly designated as professional staff members in notices of employment or contracts executed by the Governing Board.

Employment Status

All support personnel are either term employees or at-will employees of the District.

Term employee. A term employee is a support staff member who is employed by the District pursuant to a written contract that specifies the duration of the employment contract, which shall not exceed one (1) year. All support staff members who are not term employees are at-will employees.

At-will employee. An at-will employee is a support staff member who is employed by the District for no specific term and who has no right of continued employment. The employment of an at-will employee may be terminated by action of the Governing Board without advance notice. No employee or Governing Board member shall have the authority to make any agreement or contract to the contrary or any agreement with an at-will employee for any specified period of time. No District policy or regulation or item within the District's handbook is intended to - and shall not operate to - create any property or contract rights inconsistent with the at-will employment status of support staff members.

Compensation

The Board will determine salaries and benefits of support staff employees, differentiated on the basis of duties and responsibilities.

Every fiscal year, each School District employee will be provided a total compensation statement that is broken down by category of benefit or payment and that includes, for that employee, at least all of the following:

A. Base salary and any additional pay.

B. Medical benefits and the value of any employer-paid portions of insurance plan premiums.

C. Retirement benefit plans, including social security.

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~~D. Legally required benefits.~~

~~E. Any paid leave.~~

~~F. Any other payment made to or on behalf of the employee.~~

~~G. Any other benefit provided to the employee.~~

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-341~~
~~15-502~~
~~A.A.C.~~
~~R7-2-601 *et seq*.~~

~~CROSS REF.:~~
~~GDQB - Resignation of Support Staff Members~~

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~~GDBA ©~~
~~SUPPORT STAFF SALARY~~

~~(Wages)~~

~~Initial Placement~~

~~Wages for all new support staff personnel and for all currently employed personnel selected for another position in the District will be recommended by the Superintendent and approved by the Board at the time of employment. The Superintendent's recommendation will be based on consideration of the candidate's qualifications, relevant job experience, and years of District employment, if applicable.~~

~~Advancement~~

~~Advancements for regular twelve (12) month employees are granted only at the beginning of each fiscal year. Annual increases may be withheld if it is determined the employee does not perform at the expected level or does not meet standards for the job.~~

~~An employee must work one (1) day more than one-half (1/2) of the year to receive an advancement in wages.~~

~~Adopted: _____~~

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~~GDBC ©~~
~~SUPPORT STAFF SUPPLEMENTARY PAY / OVERTIME~~

~~The Superintendent will recommend extra-duty pay each year for the Board's review and action.~~

~~Whenever applicable, pay for extra duty must be coordinated with regular pay in accord with the requirements of the Fair Labor Standards Act.~~

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-502~~
~~29 U.S.C. 207, Fair Labor Standards Act~~

~~CROSS REF.:~~
~~GDL - Support Staff Workload~~

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~~GDBD ©~~
~~SUPPORT STAFF FRINGE BENEFITS~~

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

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

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-502~~

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SUPPORT STAFF
VACATIONS AND HOLIDAYS

All regular twelve (12)-month support staff employees shall accumulate vacation with pay at the rate of one (1) working day per month during the first year of employment. Thereafter, vacation shall be accumulated at the rate of one and one-fourth (1 1/4) working days per month, with the accumulated maximum of fifteen (15) days, at which time no more vacation can be earned. As accumulated vacation days are used and drop below fifteen (15) days, an eligible employee may again accumulate vacation up to the maximum limit. Vacations shall be taken as approved by the Superintendent.

Employees shall be entitled to all legal holidays during the school year as announced by the Superintendent and in conformance with Arizona Revised Statutes. Uncompensated days off will be established by the Board and noted on each year's school calendar.

Adopted: _____

LEGAL REF.:
A.R.S.
1-301
15-502
15-801
38-608

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~~GDF ©~~
~~SUPPORT STAFF HIRING~~

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

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

~~Before employing a certificated or noncertificated person, school districts and charter schools shall conduct a search of the prospective employee on the educator information system that is maintained by the Department of Education.~~

~~A school district or charter school may not employ either of the following in a position that requires a valid fingerprint clearance card:~~

> ~~A. A certificated person whose certificate has been suspended, surrendered or revoked, unless the State Board of Education has subsequently reinstated the person's certificate.~~
>
> ~~B. A noncertificated person who has been prohibited from employment at a school district or charter school by the State Board of Education pursuant to subsection b of this section.~~

~~Candidates shall disclose whether they have pled guilty, pled no contest, been convicted of or are awaiting trial pursuant to A.R.S. 15-509.~~

~~Each school district and charter school shall annually submit to the Department of Education a list of certificated and noncertificated persons who are employed at the school district or charter school. The department shall issue guidance to school districts and charter schools regarding this requirement.~~

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

> ~~A. There will be no discrimination in the hiring process due to race, color, religion, sex, age, national origin, or disability of an otherwise qualified individual.~~
>
> ~~B. Candidates for all positions shall be physically and mentally able to perform the duties of the position job descriptions for which they have applied.~~

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

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

~~Information obtained about an employee or applicant for employment by the District in the performance of a background investigation, including any records indicating that a current or former employee of a school or school district was disciplined for violating policies of the School District Governing Board pursuant to A.R.S. 15-153, may be retained by that District and may be provided to any school district or other public school that is performing a background investigation.~~

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

~~A district may hire and place a noncertificated employee into service before receiving the results of the mandatory fingerprint check or a fingerprint clearance card has been issued or denied. However, until fingerprint clearance has been received, an applicant who is required or allowed to have unsupervised contact with pupils cannot be hired and placed into service until:~~

~~A. The District documents in the applicant's file the necessity for hiring and placing the applicant into service before a fingerprint check can be completed or a fingerprint clearance card is issued or denied.~~

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

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

~~D. The District provides general supervision of the applicant until the date the fingerprint check is completed or the fingerprint clearance card is issued or denied.~~

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

~~The District reports to the Superintendent of Public Instruction on June 30 and December 31 the number of applicants hired prior to the completion of a fingerprint check or the issuance of a fingerprint clearance card and the number of applicants for whom fingerprint checks or fingerprint clearance cards have not been received after one hundred twenty (120) days and after one hundred seventy-five (175) days of hire.~~

~~The District may provide information received as a result of a fingerprint check required by section 15-512 to any other school district if requested to do so by the person who was the subject of the fingerprint check or communicate to any school district if requested to do so by the person who applied for a fingerprint clearance card whether the person has been issued or denied a fingerprint clearance card. A copy of any written communication regarding employment must be sent by the employer providing the information to the former employee's last known address.~~

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

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~13-3716~~
~~15-153~~
~~15-502~~
~~15-505~~
~~15-509~~
~~15-512~~
~~23-211~~
~~23-212~~
~~23-1361~~
~~38-201~~
~~38-481~~
~~41-1756~~

~~CROSS REF.:~~
~~GDFA - Support Staff Qualifications and Requirements~~
~~(fingerprinting requirements)~~

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REGULATION

SUPPORT STAFF HIRING

Definition

A background investigation is defined as any communication with an applicant's (or employee's) former employer that concerns the education, training, experience, qualifications, and job performance of the individual and that is used for the purpose of evaluation for employment. Background investigation does not include the results of any state or federal criminal history records check.

Background Investigation Requirements

Only persons designated by the Superintendent shall perform background investigations. Prior to contacting former employers or other persons, the background investigator shall:

A. Ascertain that the standard employment application for the type of position has been completed in full.

B. Obtain from the individual a consent to background investigation and release as determined by the District.

C. Make certain that the individual has identified at least two (2) persons from each past employer who can verify basic job information and discuss the individual's work performance and reason for leaving.

D. Examine the application for a complete work history, accounting for any gaps in employment.

Two (2) persons should be contacted at each past employer if possible (any exceptions should be documented). Upon making contact, the contacts or the former employer or employer's agent should be provided the following information:

A. The name and identifying information of the District.

B. The name of the District representative making the inquiry and how the representative can be contacted.

C. The name of the former employee and period of employment as indicated by the individual whose background is being investigated.

D. The position for which the individual has applied, with descriptive information as to the duties, if requested or necessary to understanding of the inquiry.

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~~The background investigator shall:~~

~~A. Ask the questions, and complete the background check form(s) as provided by the District.~~

~~B. Make impression notes as necessary based upon the questions and responses, and determine if there may be cause to contact others or make further inquiries based upon the responses.~~

~~C. Provide the information to the Superintendent.~~

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~~EXHIBIT~~

~~**SUPPORT STAFF HIRING**~~

~~**NOTICE OF EMPLOYMENT**~~

~~You are hereby notified that, pursuant to action taken at a meeting of the _____ Governing Board held on _____(1)_____, you have been employed for the position of _____(2)_____, beginning _____(3)_____, at the rate of _____(4)_____ per hour. A work schedule for the position is enclosed, which includes information on holidays and nonwork days.~~

~~Your employment may be terminated by the District without advance notice. No legitimate expectation of continued employment is created by this employment, understandings with the Board or its agents, or interpretations of Board policies. You are expected to comply with the requirements of the job description and Board policies while employed by the District.~~

~~Employee Signature~~ ~~Date~~

~~Superintendent Signature~~ ~~Date~~

~~Key to numbers in blanks:~~
~~(1) Date of meeting~~
~~(2) Title of position~~
~~(3) Date that duties begin~~
~~(4) Hourly rate of pay~~

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EXHIBIT

SUPPORT STAFF HIRING

WAGE NOTICE

You are hereby notified that, pursuant to action taken at a meeting of the _____ Governing Board held on _____(1)_____, your wages have been set at the rate of _____(2)_____ per hour, effective on _____(3)_____.

_____ _____
Employee Signature Date

_____ _____
Superintendent Signature Date

Key to numbers in blanks:
(1) Date of meeting
(2) Hourly rate of pay
(3) Effective date of hourly pay

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~~EXHIBIT~~

~~**SUPPORT STAFF HIRING**~~

~~**CONSENT TO CONDUCT BACKGROUND INVESTIGATION AND RELEASE**~~

~~I, _____ [applicant's name], have applied for employment with the _____ School District to work as a _____ [job title]. I understand that in order for the School District to determine my eligibility, qualifications, and suitability for employment, the School District will conduct a background investigation to determine if I am to be considered for an offer of employment. This investigation may include asking my current employer, any former employer, and any educational institution I have attended about my education, training, experience, qualifications, job performance, professional conduct, and evaluations, as well as confirming my dates of employment or enrollment, position(s) held, reason(s) for leaving employment, whether I could be rehired, reasons for not rehiring (if applicable), and similar information.~~

~~I hereby give my consent for any employer or educational institution to release any information requested in connection with this background investigation.~~

~~According to the Family Educational Rights and Privacy Act, I understand that I have a right to see most education records that are maintained by any educational institution.~~

~~In light of the preceding paragraph, I waive _____/do not waive _____ (initial only one [1]) my right to see any written reference or other information provided to the School District by any educational institution.~~

~~According to Arizona Revised Statutes Section 23-1361, any employer that provides a written communication to the School District regarding my current or past employment must send me a copy at my last known address. I acknowledge that some employers are unwilling to provide factual written references concerning a current or past employee unless they may do so confidentially, without revealing the references to the employee, and that the School District will not further consider my application if it cannot complete its background investigation.~~

~~In light of the preceding paragraph, I waive _____/do not waive _____ (initial only one [1]) my right to receive a copy of any written communication furnished to the School District by any employer.~~

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~~Whether or not I have waived my right to see or to receive copies of written references furnished to the School District by employers or educational institutions, I release, hold harmless, and agree not to sue or file any claim of any kind against any current or former employer or educational institution, and any officer or employee of either, that in good faith furnishes written or oral references requested by this School District to complete its background investigation.~~

~~A photocopy or facsimile ("fax") copy of this form that shows my signature shall be as valid as an original.~~

~~DATED this _____ day of _____, 20_____.~~

~~_____ _____~~
~~Witness Applicant~~

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EXHIBIT

SUPPORT STAFF HIRING

BACKGROUND CHECK FORM

Applicant _____ Date _____

Person contacted _____ Telephone _____

Address _____

E-mail address _____

Relationship to applicant:

☐ Former employer - position _____

District, business, or other entity _____

☐ Personal reference

Method of contact: ☐ Telephone ☐ Letter ☐ Other _____

QUESTIONS FOR EMPLOYERS

Dates of employment _____

Position held _____

Final rate of pay _____

Was the person reliable? _____ If no, explain _____

Was the person satisfactory? _____ If no, explain _____

Any concern about the person being late to work without authorization? _____

If yes, explain _____

Any concern with abuse of leave policies (such as sick leave or personal leave)? _____

If yes, explain _____

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~~Any difficulty establishing communication and rapport with children?~~ _____

~~If yes, explain~~ _____

~~Any difficulties in establishing communication and rapport with supervisors, parents, or community members?~~ _____

~~If yes, explain~~ _____

~~Did the person ever receive a written counseling statement, letter of direction, or reprimand?~~ _____

~~If yes, describe~~ _____

~~Did the District ever consider taking action or take action to suspend, decline to renew, or dismiss the employee?~~ _____

~~If yes, describe~~ _____

~~Was there ever an allegation or complaint about:~~

~~Abusive language?~~ _____

~~Insulting or derogatory comments?~~ _____

~~Inappropriate contact with a child?~~ _____

~~Verbal or physical contact of a sexual nature?~~ _____

~~Dishonesty?~~ _____

~~Substance abuse?~~ _____

~~Failure to provide adequate supervision?~~ _____

~~Failure to follow reasonable directions or instructions?~~ _____

~~If yes on any of the above, get explanation~~ _____

_____

~~Was the person ever involved in an incident that resulted in injury to an adult or child?~~ _____

~~If yes, explain~~ _____

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~~Would you rehire this person?~~ _____

_____

_____

~~Can you identify anyone else who could provide relevant information regarding the applicant's fitness for employment?~~ _____

_____

_____

~~Is there any other information I have not asked about that would help us determine this person's eligibility, qualifications, and suitability for employment with our District?~~ _____

_____

_____

~~QUESTIONS FOR PERSONAL REFERENCE~~

~~How long have you known the applicant?~~ _____

~~What is the nature of your relationship?~~ _____

~~Why do you think the applicant would be a good choice for this position?~~

_____

_____

~~Do you know of any reasons that could prevent the applicant from fulfilling the functions of the position?~~ _____

_____

_____

~~Background check form completed by~~ _____

~~Date completed~~ _____

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EXHIBIT

SUPPORT STAFF HIRING

PROCEDURES AND PRACTICES FOR EMPLOYMENT AUTHORIZATION AND EMPLOYMENT ELIGIBILITY VERIFICATION

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

Employment Authorization Procedure

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

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

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

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

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

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

https://www.uscis.gov/i-9

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

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

~~I-9 Form Completion~~

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

~~The Employment Eligibility Verification (Form I-9) must be completed as follows:~~

~~Section 1. Employee Information and Attestation~~

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

~~Section 2. Employer or Authorized Representative Review and Verification~~

~~Employers or their authorized representative must complete and sign Section 2 within three (3) business days of the employee's first day of employment.~~

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~~SUPPORT STAFF QUALIFICATIONS AND REQUIREMENTS~~

~~(Fingerprinting Requirements)~~

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

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

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

~~The School District may require noncertificated personnel and personnel who are not paid employees of the School District and who are not either the parent or the guardian of a pupil who attends school in the School District but who are required or allowed to provide services directly to pupils without the supervision of a certificated employee to obtain a fingerprint clearance card as a condition of employment.~~

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

~~If the School District does not require a fingerprint clearance card as a condition of employment, noncertificated personnel and personnel who are not paid employees of the School District and who are not either the parent or the guardian of a pupil who attends school in the School District but who are required or allowed to provide services directly to pupils without the supervision of a certificated employee may apply for a fingerprint clearance card. A school district may release the results of a background check or communicate whether the person has been issued or denied a fingerprint clearance card to another school district for employment purposes.~~

~~The District may fingerprint or require any other employee of the District to obtain a fingerprint clearance card, whether paid or not, or any other applicant for employment with the School District not otherwise required by law. The District may not charge the costs of the fingerprint check or fingerprint clearance card to the fingerprinted applicant or nonpaid employee.~~

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

~~***School Bus Drivers*** – An applicant shall submit an Identity Verified Fingerprint Card as described in A.R.S. 15-106 that the Department of Public Safety shall use to process the fingerprint clearance card as outlined in A.R.S. 15-106. A person who is issued a school bus driver certificate shall maintain a valid Identity Verified Fingerprint Clearance Card for the duration of any school bus driver certification period.~~

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

~~Individuals shall certify on the prescribed notarized forms whether they are awaiting trial on or have ever been convicted of or admitted in open court or pursuant to a plea agreement committing any of the following criminal offenses in Arizona or similar offenses in any other jurisdiction, including a charge or conviction that has been vacated, set aside or expunged:~~

~~A. Sexual abuse of a minor.~~

~~B. Incest.~~

~~C. First- or second-degree murder.~~

~~D. Kidnapping.~~

~~E. Arson.~~

~~F. Sexual assault.~~

~~G. Sexual exploitation of a minor.~~

~~H. Felony offenses involving contributing to the delinquency of a minor.~~

~~I. Commercial sexual exploitation of a minor.~~

~~J. Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.~~

~~K. Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.~~

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~~L. Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.~~

~~M. Burglary in the first degree.~~

~~N. Burglary in the second or third degree.~~

~~O. Aggravated or armed robbery.~~

~~P. Robbery.~~

~~Q. A dangerous crime against children as defined in A.R.S. 13-705.~~

~~R. Child abuse.~~

~~S. Sexual conduct with a minor.~~

~~T. Molestation of a child.~~

~~U. Manslaughter.~~

~~V. Aggravated assault.~~

~~W. Assault.~~

~~X. Exploitation of minors involving drug offenses.~~

~~Y. Sexual abuse under A.R.S. 13-1404 or sexual assault under 13-1406 in which the victim was a minor.~~

~~Z. An act committed in another state or territory that if committed in this state would have been subject to disclosure under Q and Y above.~~

~~AA. Any crime that requires the person to register as a sex offender pursuant to A.R.S. 13-3821.~~

~~AB. A preparatory offense as prescribed in A.R.S. 13-1001 of any offense that is subject to disclosure under Q, S, Y, Z, or AA above.~~

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

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

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

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

A. Provide for fingerprinting of employees covered under this policy and A.R.S. 15-512.

B. Provide for fingerprint checks pursuant to A.R.S. 41-1750.

C. Provide for properly assessing employees for fingerprint checks and depositing said funds with the county treasurer.

Adopted: _____

LEGAL REF.:
A.R.S.
13-705
15-106
15-509
15-512
15-534
23-1361
41-1750

CROSS REF.:
EEAEA - Bus Driver Requirements, Training, and Responsibilities
GDF - Support Staff Hiring
GDG - Part-Time and Substitute Support Staff Employment
JLIA - Supervision of Students

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GDFA-E ©

EXHIBIT

SUPPORT STAFF QUALIFICATIONS AND REQUIREMENTS

_____ _____
Name (typed or printed) Position

I, _____, being duly sworn, do hereby certify that I have never been convicted of or admitted in open court or pursuant to a plea agreement committing, and am not now awaiting trial for committing, any of the following criminal offenses in the state of Arizona or similar offenses in any other jurisdiction, including a charge or conviction that has been vacated, set aside or expunged:

A. Sexual abuse of a minor.

B. Incest.

C. First- or second-degree murder.

D. Kidnapping.

E. Arson.

F. Sexual assault.

G. Sexual exploitation of a minor.

H. Felony offenses involving contributing to the delinquency of a minor.

I. Commercial sexual exploitation of a minor.

J. Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.

K. Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.

L. Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.

M. Burglary in the first degree.

N. Burglary in the second or third degree.

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~~O. Aggravated or armed robbery.~~

~~P. Robbery.~~

~~Q. A dangerous crime against children as defined in A.R.S. 13-705.~~

~~R. Child abuse.~~

~~S. Sexual conduct with a minor.~~

~~T. Molestation of a child.~~

~~U. Manslaughter.~~

~~V. Aggravated assault.~~

~~W. Assault.~~

~~X. Exploitation of minors involving drug offenses.~~

~~Y. Sexual abuse under A.R.S. 13-1404 or sexual assault under 13-1406 in which the victim was a minor.~~

~~Z. An act committed in another state or territory that if committed in this state would have been subject to disclosure under Q and Y above.~~

~~AA. Any crime that requires the person to register as a sex offender pursuant to A.R.S. 13-3821.~~

~~AB. A preparatory offense as prescribed in A.R.S. 13-1001 of any offense that is subject to disclosure under Q, S, Y, Z, or AA above.~~

~~_____ _____~~

~~Employee signature Date signed~~

~~Subscribed, sworn to, and acknowledged before me by _____~~

~~_____, this _____ day of _____, 20_____,~~

~~in _____ County, Arizona.~~

~~My Commission Expires~~

~~_____ _____~~

~~Notary Public~~

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~~PART - TIME AND SUBSTITUTE SUPPORT STAFF EMPLOYMENT~~

~~The Superintendent may employ, when conditions warrant, temporary or part-time personnel on a per diem or time card basis. This authority is subject to the following conditions:~~

~~A. Continued employment of any such person shall be subject to confirmation and approval by the Board at its next official meeting; however, employment shall not be recommended to the Board prior to satisfactory completion of any pending fingerprint check.~~

~~B. The employee shall be hired on a per diem basis and shall be compensated in accordance with the requirements and limitations of existing contracts that cover similar positions or employees.~~

~~C. In addition to the conditions set forth above, the temporary assignment of a person to a supervisory or administrative position shall be preceded by notification to the Board. The Superintendent will detail the circumstances that created the need for the part-time employment.~~

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-502~~
~~23-1361~~

~~CROSS REF.:~~
~~GDF - Support Staff Hiring~~
~~GDFA - Support Staff Qualifications and Requirements (fingerprinting requirements)~~

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~~GDJ ©~~
~~SUPPORT STAFF~~
~~ASSIGNMENTS AND TRANSFERS~~

~~Assignments~~

~~The Superintendent will determine all support staff assignments.~~

~~Support staff shall be assigned based on the needs of the District, on their qualifications, and on their expressed desires. When it is not possible to meet all three (3) conditions, an employee shall be assigned first in accordance with the needs of the District, second where the Superintendent determines the employee is most qualified to serve, and third as to the expressed preference of the employee.~~

~~Assignments may be changed to serve the best interests of the District.~~

~~Transfers/Reassignments~~

~~Staff members may apply for transfer or reassignment whether or not a vacancy exists.~~

~~The transfer/reassignment of support staff members will be based on the needs of the District, employee qualifications, and the employee's expressed desires. When it is not possible to meet all three (3) conditions, an employee shall be transferred/reassigned first in accordance with the needs of the District, second where the Superintendent determines the employee is most qualified to serve, and third as to the expressed preference of the employee.~~

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

~~The above applies to transfers/reassignments within the same job classification and pay grade. Transfer/reassignment of an employee to a position of greater or lesser pay requires Board approval.~~

~~Adopted: _____~~

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~~SUPPORT STAFF~~
~~SCHEDULES AND CALENDARS~~

~~All support staff employees shall report to their duty stations on time each workday and shall, as scheduled, be available there until the designated time(s) they are scheduled to leave.~~

~~Adopted: _____~~

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SUPPORT STAFF WORKLOAD

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

Individual employee work schedules will be based on the position held by the respective employees and on District needs as identified during the employment process.

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

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

Adopted: _____

LEGAL REF.:
A.R.S.
23-391
Arizona Constitution, Article 18, Section 1
29 U.S.C. 207, Fair Labor Standards Act
29 C.F.R. 516 *et seq*., Fair Labor Standards Act

CROSS REF.:
GDBC - Support Staff Supplementary Pay/Overtime

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REGULATION

SUPPORT STAFF WORKLOAD

(Fair Labor Standards Act: Overtime Compensation)

Nonexempt employees who work more than forty (40) hours per week shall be awarded "compensatory time" at the rate of one and one-half (1 1/2) hours for each hour of overtime work. In cases of emergency, when the employee cannot be immediately released for this time and one-half compensation, the Superintendent will make the decision as to paying the employee at the rate of time and one-half or having the employee take the time off at a future date. The hours must be approved by the immediate supervisor before an employee works overtime or, in the case of an emergency, immediately upon completion of the work or as soon thereafter as possible.

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~~GDLB ©~~
~~SUPPORT STAFF MEETINGS~~

~~The Superintendent will arrange for and hold staff meetings as the need may arise. This authority may be delegated to the school principals or supervisor(s), who may hold such meetings on a regularly scheduled basis or as the need arises.~~

~~All appropriate staff members are required to attend any such meeting(s) unless officially excused.~~

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-321~~
~~15-341~~

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~~GDN ©~~
~~SUPERVISION OF SUPPORT STAFF MEMBERS~~

~~The supervisor(s) of the various departments or divisions shall be responsible for the supervision of personnel assigned to these areas and shall provide the necessary orientation to new employees and in-service training for all employees under their supervision.~~

~~All other support staff employees shall be under the supervision of the administrative heads of the units to which the employees are assigned. The administrative head shall be responsible for the necessary orientation of new employees and shall provide in-service training as needed.~~

~~Supervision shall include evaluation of the employee.~~

~~Adopted: _____~~

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~~EVALUATION OF SUPPORT STAFF MEMBERS~~

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

~~Adopted: _____~~

~~LEGAL REF.:~~
~~A.R.S.~~
~~15-341~~
~~15-1326~~

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~~GDP ©~~
~~SUPPORT STAFF PROMOTIONS AND RECLASSIFICATION~~

~~The Superintendent will fill positions of increased responsibility with the best available candidates. Candidates will be considered from both within and outside the District.~~

~~A change in assignment shall be considered a promotion to which the job classification or pay grade is greater and shall require Board approval.~~

~~Adopted: _____~~

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~~SUPPORT STAFF~~
~~REDUCTION IN FORCE~~

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

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

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

~~1. Qualifications of staff members to accomplish the District's program.~~

~~2. Overall experience, training, and ability.~~

~~3. Past contributions to the program of the District.~~

~~4. All other factors being equal, length of service in the District.~~

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

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

~~Adopted: _____~~

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RESIGNATION OF SUPPORT STAFF MEMBERS

Employees voluntarily terminating their service with the District are expected to give advance notice of not less than ten (10) working days. This notice should be submitted to the supervisor in writing and should specify both the last day of work and the reason for terminating. Authorized unused vacation credit will be paid to employees with the last paycheck.

Adopted: _____

LEGAL REF.:
A.R.S.
23-352
23-353

CROSS REF.:
GDL - Support Staff Workload

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GDQD ©
DISCIPLINE, SUSPENSION, AND DISMISSAL OF SUPPORT STAFF MEMBERS

(Discipline)

Minor Disciplinary Action

A support staff member may be disciplined for any conduct that, in the judgment of the District, is inappropriate. Minor disciplinary action includes, without limitation thereto, verbal or written reprimands, suspension with pay, or suspension without pay for a period of five (5) days or less. Minor disciplinary action shall be imposed by the support staff member's supervisor. A support staff member who wishes to object to a minor disciplinary action shall submit a written complaint to the supervisor's superior within five (5) work days of receiving notice of the disciplinary action. The supervisor's superior will review the complaint and may confer with the support staff member, the supervisor, and such other persons as the supervisor's superior deems necessary. The decision of the supervisor's superior will be final.

Suspension without Pay for More than Five Days

At-will employees. The employment of an at-will employee may be suspended without pay for a period of more than five (5) days by action of the Superintendent for any conduct by the employee that, in the judgment of the Superintendent, is inappropriate. Before suspending an at-will employee, the Superintendent will inform the employee of intent to suspend the employee and will give the employee an informal opportunity to explain why, in the employee's opinion, the suspension should not be imposed. The Superintendent's decision will be final.

Term employees. The employment of a term employee may be suspended without pay for a period of more than five (5) days by action of the Superintendent for any conduct that, in the judgment of the Superintendent, is inappropriate. If the Superintendent intends to suspend a term employee without pay for more than five (5) days, the notice and hearing procedures prescribed for the dismissal of term employees shall be followed, except that the hearing officer shall be designated by the Superintendent and the findings of the hearing officer shall be a final decision. At the Superintendent's option, the Superintendent may request that the Governing Board act as the hearing officer. If the hearing officer or the Governing Board finds that there is not cause to suspend the employee without pay for more than five (5) days, the Superintendent may, after reviewing the findings, impose minor disciplinary action.

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Dismissal

At-will employees. The employment of an at-will employee may be terminated by action of the Governing Board for any reason, or for no reason, with or without advance notice, as the Governing Board desires. If the Superintendent recommends that the Governing Board terminate an at-will employee, the recommendation shall be submitted to the Governing Board in writing and a copy of the recommendation shall be delivered to the employee. The at-will employee may submit to the Governing Board prior to the Board meeting a written response to the recommendation. If the at-will employee chooses to attend the Board meeting when the recommendation is considered, the Governing Board may, in its discretion, permit the employee to address the Governing Board concerning only the recommendation.

Term employees. The employment of a term employee may be terminated for cause by action of the Governing Board at any time prior to the expiration of the term of employment. For the purposes of this provision, cause means any conduct that, in the judgment of the District, is detrimental to the interests of the District or its personnel or students and shall include, without limitation thereto, the following:

A. Absence without leave	J. Incompetence or inefficiency
B. Abuse of leave	K. Insubordination
C. Alcohol or drug impairment	L. Neglect of duty
D. Child abuse or molestation	M. Unauthorized possession of a weapon on school grounds
E. Discourteous treatment of the public	N. Unauthorized use of school property
F. Dishonesty	O. Unlawful conduct
G. Excessive absenteeism	P. Use of illegal drugs
H. Fraud in securing employment	Q. Violation of a directive of a supervisor
I. Improper attitude	R. Violation of a District policy or regulation

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~~If the Superintendent recommends termination of a term employee, a copy of the recommendation shall be delivered to the employee. The employee may request a hearing within five (5) work days after receipt of the recommendation. If a hearing is requested, the Superintendent shall deliver a written notice of the time and place of the hearing and a written statement that gives the reasons for the recommendation, a list of persons whom the Superintendent expects to testify in support of the recommendation (together with a brief summary of what each person is expected to say), and a general description of any other evidence that the Superintendent at the time believes may be presented at the hearing in support of the recommendation.~~

~~The hearing shall be conducted by the Governing Board or by a person designated by the Governing Board within not less than five (5) work days and not more than thirty (30) calendar days after a request for hearing is submitted by the employee. The date of the hearing may be postponed by stipulation of the employee and the District, or by and in the sole discretion of the Governing Board or the hearing officer, or at the request of the aggrieved employee or the District for such reason or reasons as the Governing Board or hearing officer may deem appropriate.~~

~~The employee may be represented at the hearing by counsel, at the employee's expense. The employee shall have the opportunity to present witnesses and to cross-examine any witnesses presented by the District. Formal rules of evidence shall not apply. A record of the hearing shall be made by use of a mechanical device.~~

~~If a hearing officer is used, the hearing officer shall prepare a written statement of findings as to whether there is cause for termination of the employee and submit it to the Governing Board within ten (10) work days after the conclusion of the hearing. The Governing Board shall review the written statement and, if desired, the record, and the Governing Board's decision whether to accept the findings and whether to terminate employment or to impose other discipline shall be a final decision.~~

~~If the Governing Board conducts the hearing, it shall render a decision within ten (10) days after the conclusion of the hearing.~~

~~General Matters~~

~~Failure to object to a disciplinary action or take other action within the time limitations set forth in this policy shall mean that the employee does not wish to pursue the matter further. Complaints filed after the expiration of the applicable time limitation will not be considered.~~

~~The filing or pendency of a complaint or other form of grievance pursuant to this policy shall in no way limit or delay action taken by the supervisor or the Superintendent authorized by this policy to take such action.~~

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A complaint relating to minor disciplinary action, suspension without pay for more than five (5) days, or dismissal shall not be processed as a grievance.

None of the procedures of this policy shall alter the status of an at-will employee.

This policy does not apply to:

A. Any administrative recommendation or Governing Board action, discussion, or consideration involving the nonrenewal of a term employee.

B. Ratings, comments, and recommendations made in the course of an evaluation of a support staff member.

C. The decision of the Superintendent to place a support staff member on administrative leave.

D. Counseling of or directives to a support staff member regarding future conduct.

Adopted: _____

LEGAL REF.:
A.R.S.
13-2911
15-153
15-341
15-502
41-773

CROSS REF.:
DKA - Payroll Procedures/Schedules

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NONSCHOOL EMPLOYMENT BY SUPPORT STAFF MEMBERS

A regular, full-time employee's position in the District shall be given precedence over any type of outside work or self-employment. Employees are free to carry on outside work or self-employment projects as long as no District facilities, equipment, or school(s) are used, except as provided by policy, and the outside work or self-employment does not interfere with the employees' performance of District-assigned duties.

The outside work or self-employment by a staff member is of concern to the Board insofar as it may:

A. Prevent the employee from performing assigned responsibilities in an effective manner.

B. Be prejudicial to proper effectiveness in the position or compromise the District.

C. Raise a question of conflict of interest - for example, where the employee's position in the District permits access to information or other advantage useful to the outside employer.

Therefore, an employee may not perform any duties related to outside work or self-employment during regular District working hours or during the additional time that is needed to fulfill the responsibilities of the District position. Employees who violate this policy are subject to reprimand, suspension, or termination.

Adopted: _____

LEGAL REF.:
A.R.S.
15-321
15-341

CROSS REF.:
EDB - Maintenance and Control of Materials and Equipment
KF - Community Use of School Facilities

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ECAC ©
VANDALISM AND REPORTING SUSPECTED CRIMES

Vandalism

The Superintendent is authorized to sign a criminal complaint and to press charges against perpetrators of vandalism against school property.

Students who destroy school property through vandalism or arson, or who create a hazard to the safety of other people on school property, may be referred to law enforcement authorities. Such students who are caught vandalizing school property shall be subject to disciplinary action, including but not limited to suspension and expulsion. A conference with the student's parents will be required.

Parents and students shall be made aware that the law provides that parents are liable for the willful destruction of property by a minor in their custody or control.

The District may file suit to recover the cost of vandalism from the student and/or parent(s).

Reporting Suspected Crimes or Incidents

Staff members are to report any suspected crime against a person or property that is a serious offense, involves a deadly weapon or dangerous instrument or ~~that could pose a threat of death or~~ serious physical injury, and any conduct that poses a threat of death or serious physical injury to employees, students or others on school property.

All such reports shall be documented and communicated to the principal or other school administrator in accordance with District procedures. The administrator shall ensure the matter is promptly reported to the Superintendent who shall be responsible for reporting to local law enforcement as required by Governing Board policy and law.

"Serious offense" is defined in A.R.S. 13-706; "deadly weapon," "dangerous instrument," and "serious physical injury" are defined in A.R.S. 13-105. Conduct that is considered to be bullying, harassment or intimidation shall be addressed according to Policy JICK as required in A.R.S. 15-341(A)(36).

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Observed Weapons and Drug-Free School Zone Violations

In addition to the reporting requirements above, and as required by law, any school employee who observes 1) a violation of A.R.S. 13-3102(A)(12) (possession of a deadly weapon on school grounds) or 2) A.R.S. 13-3111 (minor in possession of a firearm) shall immediately report the violation to a school administrator, and the administrator shall immediately report the violation to a peace officer, as required by A.R.S. 15-515.

Any school employee who observes a violation of A.R.S. 13-3411 (drug-free school zone violations) shall immediately report the violation to a school administrator, and the administrator shall immediately report the violation to a peace officer; failure to report as required is unlawful.

Subject to the ~~conditions provided under A.R.S. 8-303~~ requirements of federal law, the school district or charter school ~~is to~~ shall notify the parent or guardian of each student who is involved in a suspected crime or any conduct that is described above~~, subject to the requirements of federal law~~.

~~The District shall post the policies and procedures pertaining to "Reporting Suspected Crimes or Incidents," as developed by the Department of Education, on the District's website to verify that the District has adopted the required policies and procedures.~~

If a peace officer takes a juvenile into temporary custody pursuant to A.R.S. 8-303 on school property, an employee of the school, after consultation with the investigating law enforcement agency to ensure notification would not pose a risk to the juvenile or the investigation, shall immediately notify the juvenile's parents, guardian or custodian of the juvenile's custody. If the juvenile is a ward of the state, the school employee shall notify the Department of Child Safety.

The District shall post the reporting policies and procedures prescribed by A.R.S. 15-153 on the District's website.

If the District maintains an online Manual of policies and procedures, the District may post a link to that manual with a reference to the appropriate policies and procedures.

A person who violates the reporting requirements may be disciplined for violating the policies of the School District Governing Board pursuant to A.R.S. 15-341 and notwithstanding A.R.S. 15-341, may be subject to dismissal. Each school district governing board shall prescribe and enforce policies and procedures that require the School District to maintain a record on any person who is disciplined pursuant to this policy and, on request, shall make that record available to any public school, school district governing board or charter school governing body that is considering hiring that person.

Adopted: Adopted: _____

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LEGAL REF.:
A.R.S.
8-303
12-661
13-105
13-706
13-3102
13-3111
13-3411
15-153
15-341
15-515
15-842

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ECAC-R ©

REGULATION

VANDALISM AND REPORTING SUSPECTED CRIMES

Vandalism Reporting

The principal will establish a system through which students and members of the school community can report any instance of vandalism or suspected vandalism. Each employee of the District shall report to the principal or other administrator every perceived incident of vandalism and, if known, the names of those ~~responsible~~ involved.

Suspected Crimes or Incidents Reporting:

A. Any employee who becomes aware of conduct described in Policy ECAC shall document and report the matter to the principal or other school administrator in accordance with District procedures.

B. The administrator shall ensure the matter is promptly reported to the Superintendent and report to local law enforcement as required by Governing Board policy and law.

C. The administrator shall ensure any required immediate reporting to a peace officer occurs without delay when applicable.

D. Any school employee who observes a violation of A.R.S. 13-3102(A)(12) or A.R.S. 13-3111 on school premises shall immediately report the violation to a school administrator. The administrator shall immediately report the violation to a peace officer.

E. Any school employee who observes a violation of A.R.S. 13-3411 shall immediately report the violation to a school administrator. The administrator shall immediately report the violation to a peace officer.

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TEACHING ABOUT RELIGION

Standards pertaining to instruction on the historical study of biblical text may be found in the State Board of Education Standards in history or English arts, or both, as concepts that include the history and literature of the Old Testament era and the history and literature of the New Testament era. The standards do not require that ~~pupils~~ students who do not enroll in the elective course prescribed in this section receive instruction on the historical study of biblical text.

The instructional program of the District may include content in an elective course pertaining to how the Bible has influenced western culture for ~~pupils~~ students in grades nine (9) through twelve (12). A school may offer this course as an online course. The School District may develop a new curriculum or use an existing curriculum that includes teacher~~'~~s' guides and that is currently in use in public schools in this state or in other states. An existing curriculum that is used by a school district shall meet the standards and guidelines prescribed in this section as indicated below:

A. Before a school offers a course under this section, a legal review shall be conducted to ensure that the course complies with the First Amendment to the United States Constitution.

B. A course offered under this section shall be designed to:

1. Familiarize ~~pupils~~ students with the contents, characters, poetry and narratives that are prerequisites to understanding society and culture, including literature, art, music, mores, oratory and public policy.

2. Familiarize ~~pupils~~ students with the following:

a. The contents of the Old Testament and the New Testament.

b. The history recorded by the Old Testament and the New Testament.

c. The literary style and structure of the Old Testament and the New Testament.

d. The influence of the Old Testament and the New Testament on laws, history, government, literature, art, music, customs, morals, values and culture.

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C. A course offered under this section shall follow applicable law and all federal and state guidelines in maintaining religious neutrality and accommodating the diverse religious or nonreligious views, traditions and perspectives of ~~pupils~~ students. This section is not intended to violate any provision of the United States Constitution, the constitution of Arizona or state law or any rules, guidelines or regulations adopted by the United States Department of Education, the State Board of Education or the Arizona Department of Education.

D. A ~~pupil~~ student shall not be required to use a specific translation as the sole text of the Old Testament or the New Testament and may use as the basic textbook a different translation of the Old Testament or the New Testament from that chosen by the School District Governing Board or the student~~pupil~~'s teacher.

E. Personnel shall not be assigned to teach a course offered under this section based on a religious or nonreligious test, a profession of faith or lack of faith, or prior or current religious affiliation or a lack of religious affiliation.

F. A teacher who instructs a course offered under this section in its appropriate historical context and in good faith shall be immune from civil liability and disciplinary action pursuant to ~~section~~ A.R.S. 15-535.

This program will conform to all applicable Arizona Revised Statutes and Arizona Administrative Codes. The program~~,~~ and materials used in the elective course~~, and the act of sectarian instruction as referenced in statute~~ are not prohibited under A.R.S. 15-341(~~a~~A)(2), A.R.S. 15-362(~~a~~B)(2), or A.R.S. 15-535 ~~as each are authorized under~~ when offered pursuant to A.R.S. 15-717.01, ~~Bible influence; elective course; requirements; immunity~~ in a neutral, historical, nonsectarian manner.

Prohibited Sectarian Instruction

A teacher who uses sectarian or denominational books or teaches any sectarian doctrine or conducts any religious exercises in school is guilty of unprofessional conduct and his/her certificate shall be revoked. This section shall not be construed to prohibit a teacher from teaching the elective course permitted by A.R.S. 15-717.01.

Adopted: _____

LEGAL REF.:
A.R.S.
15-341
15-362
15-535
15-717.01

FLOWING WELLS SCHOOL DISTRICT
Board Agenda Item

G-1	October 27, 2026
Agenda Item Number	Board Meeting Date

Item: Executive Session

Submitted By: Dr. Kevin Stoltzfus Date: October 22, 2026

Will Be Presented By: Dr. Kevin Stoltzfus

In accordance with A.R.S. §38-431.03.A.1, an Executive Session may be called for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining, termination, or resignation of a public officer or district employees; concerning preliminary notices of inadequacy of classroom performance.

Estimated Cost $ _____ ☐ See Additional Information Attached

Recommended Action, if needed:

☒ Approve ☐ Disapprove ☐ Table ☐ No Action Required

Division Head: _____ Superintendent: Kevin Stoltzfus

Board Action: M: _____ S: _____ A: _____ N: _____ C: _____