



Roosevelt School District #66
6000 South 7th Street
Phoenix, AZ 85042

CLASSIFIED AGREEMENT

BETWEEN THE

ROOSEVELT SCHOOL DISTRICT
GOVERNING BOARD

AND THE ROOSEVELT EDUCATION
ASSOCIATION (REA)

JULY 1, 2021 – JUNE 30, 2022

BOARD APPROVED FEBRUARY 2, 2021

This agreement supersedes all prior Classified Agreements.

Classified Agreement

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ARTICLE I

INTRODUCTION

A. RECOGNITION

The Governing Board of the Roosevelt School District recognizes the Roosevelt Education Association, herein known as the REA, as the representative for all non-administrative employees under contract for the purpose of representing them on matters with respect to wages, hours, and other terms and conditions of employment.

The Board or their Designee will meet and confer with representatives of the REA with respect to terms and conditions of employment, including salary and fringe benefits. Additional items may be raised for discussion at the direction of the Governing Board or at the request of the REA.

Where any provisions of the Classified Agreement conflict with Governing Board policy, Governing Board policy will govern.

In the event of changes in Federal, State, or Local Laws, the Governing Board will be informed of the changes needed and will then request the Governing Board's and the REA's Meet & Confer teams meet to discuss and negotiate the suggested resolution to those specific invalid items to bring them into accordance with the law as it pertains to this classified agreement.

In the event of changes in Governing Board policy, the Governing Board's Spokesperson will inform the REA President of the change in policy and if necessary meet to discuss and negotiate the suggested resolution to those specific invalid items to bring them into accordance with the policy as it pertains to this classified agreement.

Any revisions to this agreement must be approved by the Governing Board. Nothing in this agreement will limit the Governing Board from its duties and responsibilities.

B. DURATION OF AGREEMENT

Once adopted, this agreement between the REA and the Governing Board of the Roosevelt School District will be effective as of July 1, 2021, and will continue in effect through June 30, 2022.

The Classified Agreement will be available online at www.rsd66.org under the Office of Human Resources webpage. Printed copies will be available upon request to Human Resources.

C. PERSONNEL COVERED BY THIS AGREEMENT

This agreement includes classified hourly and exempted non-administrative employees.

D. MEET & CONFER PROCEDURE

The Governing Board will appoint an administrative Meet & Confer Spokesperson who will form a committee to meet with the REA in good faith relative to salaries, benefits, working conditions, and terms of employment.

Representatives of the REA and representatives of the Administrative Meet & Confer Team will meet and confer regarding additions, deletions, and/or revisions to the Classified Agreement. The ground rules for these meetings will be mutually agreed to by the representatives of both the REA and the Board.

E. DISTRICT INFORMATION

The District agrees to furnish the REA available information concerning the financial resources of the District. The District also agrees to provide the REA with pertinent financial and staff information needed by the Association to develop constructive Meet & Confer proposals.

The REA President will be provided with a current policy manual and administrative rules, regulations, and directives by **July 1** of each year. Any addenda or change of policy will be provided to the REA President as soon as possible.

F. CONSULTATION

Upon request of the REA or the Administration, the REA and the Administration agree to meet and discuss matters of concern.

G. REPRESENTATION

Upon his/her request, a staff member may be represented by an REA representative, an Arizona Education Association (AEA) representative, or a Co-worker (District employee) at times of transfer, disciplinary hearings and grievance proceedings, evaluation performance conferences when being placed on an improvement plan, or whenever he/she reasonably believes that disciplinary action may result. Prior to the meeting with an employee, the supervisor or District official will indicate the subject matter to be discussed.

If the representative the staff member requested is unavailable, he/she may request alternate representation. The District will make a reasonable effort to allow time to secure such representation, however the District is not obliged to postpone the meeting if no representative is available. It will be the staff member's responsibility to secure a representative and inform him/her of the meeting.

The representative's purpose at the meeting is to serve as a witness and to assist and advise the staff member during the meeting. The representative may ask for clarification during the meeting but may not answer for the staff member.

H. COMMUNICATIONS

1. The REA and its representatives may post notices of activities and matters of REA business on work-site bulletin boards.
2. The REA may distribute information to staff but may not use the District courier/mail system.

3. The REA President and the Superintendent will meet on a regular basis to discuss District and Association business.
4. The REA may use the District's printing facilities and will reimburse the District for the full cost of said services.
5. The REA may use the school intercom after consultation with the principal to make general announcements.
6. Upon request by the REA, the supervisor may provide an opportunity for the REA to make brief announcements at the conclusion of each staff meeting.

I. FACILITIES AND EQUIPMENT

1. The REA and its representatives will be permitted to transact REA business on District property and have the right to use District facilities and equipment provided it does not interrupt scheduled classroom activities or other District functions during non-contract time.
2. REA meetings may be held in District facilities during non-contract time (un-paid time) that does not interfere with scheduled classes or other assigned duties.
3. The REA may be provided office space upon mutual agreement of the Superintendent and the REA President and as facility space permits.

J. RELEASE TIME

1. The Superintendent or his/her designee may grant Paid Time Off (PTO) to the President of the REA and/or his/her designee(s) to conduct Association business beneficial to the Roosevelt School District and attend conferences associated with general educational programs. The request for time will be made on the "Cause of Absence" form and will identify the benefit to the District. The "Cause of Absence" form must be reviewed by the site administrator prior to submittal to the Superintendent or his/her designee. Requests for time for conference purposes will require a two (2) week prior notification to the Superintendent's Office or his/her designee.
2. Every effort will be made to provide the REA President with the same substitute for absences due to personal business or vacation time.

K. COMMITTEES

1. The REA President will submit the name(s) of representative(s) to serve on the following committees no later than September 1 of the current school year:
 - a. 301/Professional Development Design;
 - b. Calendar;
 - c. Classroom Management/Discipline;
 - d. Curriculum;
 - e. Professional Growth;
 - f. Sick Leave Bank;

- g. Teacher Evaluation
- h. Textbook Adoption;
- i. Hardship Pay Out

2. Every effort will be made to notify the REA committee representative at least one week prior to scheduled committee meeting(s).
3. The REA president will be notified of newly formed committees to allow the Association to request committee membership. REA representation on committees not listed above will be at the discretion of the Superintendent.

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ARTICLE II

PROFESSIONAL ENVIRONMENT

SECTION I. WORKING CONDITIONS

A. CALENDAR

A joint committee of REA and District personnel will be established by the Superintendent to discuss the calendar on an annual basis. Every effort will be made to have the calendar completed no later than **March 30**.

B. WORK SCHEDULES

1. The principal /supervisor determines the specific beginning and ending daily schedule for each classified employee assigned to his/her unit. Normal District business hours are 7:30 a.m. to 4:30 p.m. Work schedules will be arranged so adequate and effective business is ensured. Any changes in an employee's work schedule must be approved in advance by the principal /supervisor.
2. Punctual and regular attendance is expected of all employees. Employees who are unable to report to work on a scheduled workday must follow the established absence reporting procedures.
3. Employees who work six (6), seven (7), or eight (8) hours daily are to observe a lunch period of thirty (30) minutes to forty-five (45) minutes as determined by the supervisor. Time taken for lunch is not paid time.
4. Employees who work six (6) to eight (8) hours daily may observe a fifteen (15) minute break both morning and afternoon. Employees working less than six (6) hours daily may observe one (1) fifteen (15) minute break daily. The accumulation of, or time off in lieu of rest or lunch periods, is not allowed.
5. The standard work schedule for full-time employees is as shown below.

	<u>Daily</u>	<u>Weekly</u>	<u>Daily Schedule (Including Lunch)</u>
Hours	6	30	6½
Hours	7	35	7½
Hours	8	40	8½

6. It is expected that employees will be present at school or District sites during designated staff development days, including all early release times. Classified employees whose work schedules include early release time, must submit a Paid Time Off/Earned Paid Sick Time request or submit a Cause of Absence (COA) form to the principal/supervisor when they are not present on campus/District sites. The COA will be forwarded to the Office of Human Resources.

C. COMPENSATORY TIME

1. Work beyond the standard schedule must be approved in writing by the administrator **prior** to

the time worked. Compensatory time may be granted in lieu of dollar compensation. Compensatory time, if granted, will be at a rate of not less than one (1) and one-half (½) hours for each hour worked in excess of forty (40) hours per work week.

2. Compensatory time may be accumulated not to exceed thirty (30) hours (twenty (20) hours of overtime work). Requests for overtime pay for employees who have accumulated compensatory time in excess of thirty (30) hours may be submitted by the employee and supervisor to the Executive Director of Human Resources.
3. Every effort will be made to utilize Compensatory Time within a reasonable period of time as agreed between supervisor and employee. At the end of the fiscal year, unused compensatory time (up to 30 hours) will be converted to Paid Time Off.
4. All policies and regulations regarding overtime and compensatory time will be in accordance with the Fair Labor Standards Act.

D. SAFETY

Roosevelt School District will provide safe and healthy working conditions for all employees in accordance with applicable safety laws and regulations. Employees will comply with all District safety regulations and procedures. Any employee who is threatened is to notify the principal /supervisor immediately, and steps are to be taken at once to protect the employee's safety.

E. CONFERENCE ATTENDANCE

Employees may request approval to attend conferences and other professional activities by submitting the appropriate request through the principal/supervisor. The employee may receive travel reimbursement upon prior administrative approval for in-state travel and Board approval for out-of-state travel.

F. PARTICIPATION IN IN-SERVICE PROGRAMS/MEETINGS

Employees may be required to participate in scheduled in-service workshops during the normal workday. Every effort will be made to provide a substitute if needed.

Employees are expected to attend scheduled staff meetings. Employees will notify their principal/supervisor when they cannot attend. Arrangements to obtain any/all information which was presented, shared, and discussed is the responsibility of the employee.

G. INTERACTION WITH PARENTS

Employees are expected to maintain positive, professional relationships with parents.

H. INTERACTION WITH STAFF

Employees are expected to conduct themselves in a professional manner consistent with the effective and orderly operation of the District (oral/written communications, meetings, etc.).

In the event an employee has a concern related to another employee's conduct, he/she may complete the Conflict Resolution Form (see Article V, Section II – Appendix A5) and submit it to

the principal/supervisor for review of the conduct of concern. Sexual harassment complaints are covered by Governing Board Policy ACA

I. PERFORMANCE EVALUATION

1. Classified employees may be evaluated prior to the end of the 90 days probationary period, annually preceding recommendation for employment for the following year, and any time during the year if there is a problem in job performance, work attitude, attendance, or tardiness.
2. The evaluation process is an opportunity for the employee and supervisor to improve communication, discuss areas of concern and reinforce strengths toward improvement in job performance.
3. Problem areas not corrected as identified by the performance evaluation may result in a recommendation for dismissal or non-renewal of contract.
4. Complete details are available in the Classified Employee Evaluation Guide and Board policy GDO.

J. PERSONNEL FILES

Official employment files are available only to authorized individuals and to the employee. Review is granted only by written request to the Executive Director of Human Resources. This is in accordance with Board Policy GBJ.

An employee will have the right, upon request, to review the contents of his/her official employment file and to receive copies of any documents contained therein, according to the following guidelines:

- a. An appointment will be made to review the file by calling the Office of Human Resources in advance.
- b. The "Personnel File Review/Copy Request" form will be completed in the Office of Human Resources at the time of the appointment.
- c. The file will be reviewed in the Office of Human Resources with an office staff member present.
- d. No item can be removed from or added to the employment file.
- e. Materials relating to the employee's application for a position or promotion in Roosevelt School District will not be available for review (i.e. confidential references, interview appraisals, etc.).

K. COMMUNICATIONS/TECHNOLOGY

To increase communication and accessibility of computers and e-mail usage for all employees, the following actions will be taken at the appropriate site/District level(s):

1. The Office of Human Resources will inform employees of their District issued email account during new hire orientation.

2. E-mail addresses and voicemail will be set up by the Technology Department upon authorization by the Office of Human Resources. The User Agreement must be on file prior to set-up.
3. Computer policies, guidelines and steps to contact the help desk will be disseminated during the first month of employment.
4. Alternative communication options (memos, voicemail, etc.) will be available for employees who are unable to access computers/email. Site/District information will be posted in a timely manner in a designated area by site administrators or designees.
5. The Technology Department will update e-mail groups/distribution lists on an ongoing basis.
6. The Technology Department will respond to requests for unblocking websites and outside e-mail addresses upon request.

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ARTICLE III

LEAVES OF ABSENCE

A. LEAVES OF ABSENCE

1. Definitions

Earned Paid Sick Time leave- Leave provided to all District employees in compliance with Arizona law for personal illness/medical care, family care, and other reasons as described in A.R.S. § 23-373 related to childcare, domestic violence, sexual violence, abuse or stalking, and legal services.

Family Medical Leave Act (FMLA) leave - Any absence due to a personal or family illness which meets the FMLA definition of serious illness and for which the employee provides adequate documentation.

Family Member – A “family member” as defined in A.R.S. § 23-371.

Paid Time Off leave (PTO) – Leave provided to all full-time contracted employees for vacation and other unspecified personal or family matters.

B. EARNED PAID SICK TIME LEAVE

1. General

The purpose of this portion of the Policy is to comply with the Fair Wages and Healthy Families Act, A.R.S. § 23-371 et seq. Earned Paid Sick Time leave for District employees is a designated amount of compensated leave that is to be granted to each employee who, due to specified personal or family member reasons, is unable to perform the duties assigned. The definitions set forth in A.R.S. § 23-371 apply to the sections of this Policy dealing with Earned Paid Sick Time leave.

Employees who are transferred to another position within the District shall retain all Earned Paid Sick Time leave accrued and unused at the time of the transfer and remain entitled to use the Earned Paid Sick Time leave as provided in this Policy and by law.

Employees who separate from employment with the District but who are rehired by the District within nine (9) months of separation shall have their previously accrued but unused Earned Paid Sick Time leave reinstated upon rehire, subject to the accrual provisions set forth in Section B below, unless already paid.

2. Accrual

Earned Paid Sick Time leave begins accruing at the commencement of employment or on July 1, 2017, whichever is later.

Employees accrue one (1) hour of Earned Paid Sick Time leave for every thirty (30) hours worked, up to a maximum accrual of forty (40) hours of Earned Paid Sick Time per year. A “year” is defined as the twelve (12) month period beginning on July 1 of each fiscal year.

Employees shall not be entitled to be paid for remaining unused Earned Sick Time leave at the end of a fiscal year if continuing employment but shall be entitled to convert earned unused Paid Sick Time leave hours to Paid Time Off (PTO) leave hours.

Unused Sick Leave up to 40 hours will roll into Paid Time Off Leave at the end of the fiscal year or be paid according to sick leave payout calculation at time of separation.

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

3. District Notice to Employees Regarding Earned Paid Sick Time Leave

The District shall provide employees written notice regarding Earned Paid Sick Time leave as required by Arizona law at the commencement of an employee's employment.

The amount of Earned Paid Sick Time leave accrued, available, and used shall be recorded and available for employee view in the District Financial & HR Portal.

4. Reasons Earned Paid Sick Time Leave May Be Used

Earned Paid Sick Time accrued hours may be used for Earned Paid Sick Time leave only for the reasons set forth in A.R.S. § 23-373(A) which are:

- 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; or 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. Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a Family Member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or Family Member's presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or Family Member has actually contracted the communicable disease; or
- d. Absence necessary due to domestic violence, sexual violence, abuse or stalking, provided the leave is to allow the employee to obtain for the employee or the employee's Family Member: (1) Medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual violence, abuse or stalking; (2) Services from a domestic violence or sexual violence program or victim services

organization; (3) Psychological or other counseling; (4) Relocation or taking steps to secure an existing home due to the domestic violence, sexual violence, abuse or stalking; or (5) Legal services, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual violence, abuse or stalking.

5. Use of Earned Paid Sick Time Leave

Earned Paid Sick Time leave may be used in the smaller of hourly increments or the smallest increment that the District's payroll system uses to account for absences or use of other time (.25 hours).

For Earned Paid Sick Time leave of three (3) or more consecutive work days, the District may require reasonable documentation that the Earned Paid Sick Time leave has been used for a proper purpose. Documentation signed by a health care professional indicating that Earned Paid Sick Time leave is necessary shall be considered reasonable documentation for purposes of this Policy.

In cases of domestic violence, sexual violence, abuse or stalking, one of the following types of documentation selected by the employee shall be considered reasonable documentation:

- a. A police report indicating that the employee or the employee's Family Member was a victim of domestic violence, sexual violence, abuse or stalking;
- b. A protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee's Family Member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse, or stalking;
- c. A signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee's Family Member is receiving services related to domestic violence, sexual violence, abuse, or stalking;
- d. A signed statement from a witness advocate affirming that the employee or employee's Family Member is receiving services from a victim services organization;
- e. A signed statement from an attorney, member of the clergy, or a medical or other professional affirming that the employee or employee's Family Member is a victim of domestic violence, sexual violence, abuse, or stalking; or
- f. An employee's written statement affirming that the employee or the employee's Family Member is a victim of domestic violence, sexual violence, abuse, or stalking, and that the leave was taken for one of the purposes of subsection A, paragraph 4 of this section. The employee's written statement, by itself, is reasonable documentation for absences under this paragraph. The written statement does not need to be in an affidavit format or notarized but shall be legible if handwritten and shall reasonably make clear the employee's identity, and if applicable, the employee's relationship to the Family Member.
- g. Documents provided under this subsection are not required by the District to explain the nature of the health condition or the details of the domestic violence, sexual violence, abuse or stalking.

For purposes of this section, "Family Member" is defined as set forth in A.R.S. § 23-371 and provided below:

- 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.

6. Employee Requests to Use Earned Paid Sick Time Leave

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

When the use of Earned Paid Sick Time leave is foreseeable, the employee shall make a good faith effort to provide notice of the need for such time to the District in advance of the use of the leave and shall make a reasonable effort to schedule the use of leave in a manner that does not unduly disrupt District operations.

The District does not require, as a condition of an employee's taking Earned Paid Sick Time leave, that the employee search for or find a replacement worker to cover the hours during which the employee is using Earned Paid Sick Time leave.

7. Prohibited Retaliation Regarding Earned Paid Sick Time Leave

The District shall not interfere with, restrain, or deny the exercise of, or attempt to exercise, any right to protected Earned Paid Sick Time leave.

Retaliation or discrimination against an employee or former employee because the person has exercised rights protected under the Arizona Fair Wages and Healthy Families Act is prohibited. Such rights include but are not limited to the right to request or use Earned Paid Sick Time leave pursuant to the statutes; the right to file a complaint with the commission or courts or inform any person about the District's alleged violation relating to Earned Paid Sick Time leave and the statutes; 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/her potential rights under the statutes. Retaliation is defined in A.R.S. § 23-371.

The District shall not count an absence under the Earned Paid Sick Time leave 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 the Earned Paid Sick Time leave provisions of the Arizona Fair Wages and Healthy Families Act and this Policy.

C. PAID TIME OFF LEAVE (PTO)

1. General

The District provides Eligible Employees paid time off from work for vacation and other unspecified personal or family matters. PTO leave is separate from and additional to Earned Paid Sick Time leave.

Eligible employees are full-time employees other than an at-will employees.

2. Accrual of Paid Time Off Leave

PTO leave is accrued monthly. Eligible Employees shall be credited with a maximum annual rate as listed below. Accrual rates depend on full-time contracted months for the position held.

Contracted Months	Years of Consecutive Service	Monthly Accrual Rate	Annual Days	Accrual Maximum
9 Month Employees 208 Days 210 Days 215 Days	NA	0.777 Days	≈ 7 Days	1250 Hours
10.5 Month Employees 230 Days	NA	0.762 Days	≈ 8 Days	1375 Hours
12 Month Employees 260 Days	Less than 5 years	2 Days	≈ 24 Days	1550 Hours
12 Month Employees 260 Days	5 years or more but less than 10 years	2.25 Days	≈ 27 Days	1550Hours
12 Month Employees 260 Days	10 years or more	2.667 Days	≈ 32 Days	1550 Hours

Employees new to the District will receive their first two (2) months of PTO leave accruals on their first contracted day of employment.

Eligible Employees' PTO leave balances will remain intact once this Policy becomes effective on July 1, 2021.

Employees hired prior to July 1, 2021 who have a new PTO leave balance greater than the accrual maximum under this Policy will not accrue additional PTO leave until their PTO leave balance is less than the accrual maximum.

An employee shall not accrue more than the established accrual maximum at any time. No time may be earned above the maximum.

When there is a separation from employment and the employee is rehired within nine (9) months of separation from the District; previously accrued PTO leave that had not been used shall be reinstated, unless already paid out. Further, the Eligible Employee shall be entitled to use accrued PTO and may accrue additional PTO at the re-commencement of full- time employment.

An employee shall carry over unused PTO leave hours from one fiscal year to the next fiscal year, subject to the limitations specified above. Carry-over shall not affect accrual or use rights of PTO leave.

Employees who have accrued the maximum amount of PTO leave will not accrue additional PTO leave until their PTO leave balance is less than the accrual maximum.

3. Employee Use of Paid Time Off Leave

Eligible Employees must have accrued PTO leave to use it.

PTO leave may be used in the smaller of hourly increments or the smallest increment that the District's payroll system uses to account for absences or use of other time (.25 hours).

An employee must obtain pre-approval from the employee's supervisor and the Department of Human Resources before using PTO for days that are considered "restricted" as set forth below. Approval or denial of the request shall be based upon the District's determination of school/ worksite operational needs.

Restricted days

- a. First two weeks and last two weeks of the contract year;
- b. Any time students are not in attendance;
- c. First week that students attend school;
- d. Two days prior to and one day following a holiday/school break;
- e. During student testing windows;
- f. Requested time greater than five consecutive days.

An employee with a pattern of multiple unscheduled absences or three or more consecutive days of unscheduled absences may be requested to provide documentation to the District to determine if the time away from work falls under another leave type including but not limited to FMLA leave.

In general, however, the employee has the responsibility to provide any appropriate documentation that affects their attendance.

An employee will be paid or otherwise compensated for accrued PTO leave that has not been used as set forth in Regulation GCCA/GCDA-RA.

4. Employee Requests to Use Paid Time Off Leave

An Eligible Employee must request use of PTO. Such request shall be in writing by electronic means or by any other means acceptable to the District and properly entered into the District's absence management system. When possible, the request shall include the expected duration of the absence. The District reserves the right to deny the use of PTO leave if the employee fails to report the need for the use of PTO leave as required by this Policy.

When the use of PTO leave is foreseeable, the employee shall make a good faith effort to provide notice of the need for such time to his/her supervisor in advance of the use of the leave and shall make a reasonable effort to schedule the use of leave in a manner that does not unduly disrupt District operations.

The District will not require, as a condition of an employee's taking PTO leave, that the employee search for or find a replacement worker to cover the hours during which the employee is using leave.

5. Employee Misuse of Leave

An employee shall be considered absent without leave if the employee takes leave that has not already accrued under this Policy and the employee has no other authorized and approved leave time available.

An employee who violates this Policy or its related Regulation may be subject to discipline in accordance with Governing Board Policies GCQF or GDQD and their related Regulations.

D. HOLIDAYS

1. The master calendars as adopted by the Board will establish holidays and school recess periods for employees who work only on teacher and/or student days.
2. Employees will not be paid for holidays occurring:
 - a. after an employee's last day of actual work;
 - b. during a period of time an employee is on time off without pay or in a continuous non-pay status of five (5) or more consecutive workdays; or
 - c. during a period of time an employee is on non-paid leave of absence; or
 - d. when an employee has failed to report to work or to properly report an absence on a workday immediately preceding or following the holiday.

3. Each full-time employee who works a twelve (12) month contract year will receive holidays at full pay on all legal holidays and such other days as may be declared holidays by the Governing Board.
4. The Holiday Schedule for contracted classified employees includes the twenty-six (26) paid holidays listed below:
 - 1 Independence Day
 - 1 Labor Day
 - 1 Veteran's Day
 - 1 Day before Thanksgiving Holiday (Wednesday)
 - 1 Thanksgiving Day
 - 1 Day after Thanksgiving Holiday (Friday)
 - 9 Winter Break
 - 1 New Year's Day
 - 1 Martin Luther King Day
 - 1 Presidents' Day
 - 5 Spring Break
 - 1 Cesar Chavez Day
 - 1 Spring Recess
 - 1 Memorial Day

E. BEREAVEMENT LEAVE

1. A total of three (3) bereavement days may be granted to an employee for the death of an immediate family member* for each in-state event. The employee may be required to submit documentation related to the absence.
2. A total of five (5) bereavement days may be granted to an employee for the death of an immediate family member* for each out-of-state event. The employee may be required to submit documentation related to the absence.
3. A maximum of ten (10) days per year charged against accumulated PTO may be used for death of a family member. Additional days may be granted at the discretion of the Superintendent. The employee may be required to provide documentation related to the absence.

***"Immediate family member"** for this section is defined as: 1) The spouse of the employee; 2) The children (including son-in-law/daughter-in-law), parents/guardians (including father/mother-in-law), siblings, grandchildren, or grandparents of the employee or the employee's spouse; 3) Relatives living within the household who are claimed as a dependent.

F. JURY DUTY AND OTHER LEGAL RESPONSIBILITIES

1. Contract employees will be permitted to be absent from work without loss of pay for performing jury duty, giving testimony in court, and performing other public duties, obligations, or services that are required by subpoena.
2. Verification of jury duty attendance must be attached to the employee's Cause of Absence form.

3. Time lost by a staff member in connection with disciplinary action against a pupil (such as time for attending hearings) or legal action related to his employment will be covered by professional leave.

G. ACCIDENTS ON THE JOB

In the event of accidents on the job, Workers' Compensation benefits are payable to all employees without regard to liability in the case of injury, disability, or death as the result of occupational incidents if the claimed injury or illness is deemed compensable in accordance with procedures established by the Industrial Commission of Arizona (ICA).

In order to establish possible benefits to Workers' Compensation insurance, employees must immediately report all accidents or injuries occurring on the job, however minor, to their School Nurse and/or Supervisor. Failure to follow this procedure may result in the loss of workers' compensation benefits for injuries related to that incident.

Employee absences for work-related injuries/illnesses less than eight (8) days will receive compensation from the District with no charge against PTO balances. For absences that extend past the eight (8) days, the employee will be compensated in accordance with ICA guidelines; in addition, employees may use approximately 1/3 day (2.5 hours) of accrued PTO balance to provide approximately full compensation. In the event an employee is absent for fourteen (14) or more days, the ICA will retro pay the employee for the first seven (7) days of the injury and the District will off-set future payments to recover 66 2/3% of the wages paid.

Employees absent due to work-related injuries or illness must comply with District policies and procedures for the Family and Medical Leave Act and/or a Board-Approved Leave of Absence. Employees who are on a leave and who are receiving Workers' Compensation benefits will continue to have the District pay for the employee's health insurance premium.

Employees are returned to alternative/light duty, if available, when a physician authorizes release to alternative/light duty. An employee returning from Workers' Compensation will submit a written release from the attending physician, subject to approval by a District designated physician. The release must give the date of return to work and stipulate any restrictions to work.

H. FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

The District will fully comply with the Family and Medical Leave Act and all applicable regulations interpreting the FMLA issued by the United States Department of Labor. Nothing in this Agreement will serve to limit the employee's rights as provided by the FMLA. In matters where rights under the FMLA are greater than the rights available under the Agreement, the FMLA will govern for eligible employees. FMLA will run concurrently under this agreement and will be consistent with Federal law and Governing Board Policy.

I. EXTENDED HEALTH LEAVE

Extended Health Leave may be used when employees need to take time away from work that is not covered under the Family Medical Leave policy. This time away from work may be with pay, as in the case where accrued compensatory time or PTO is used by the employee to continue on a paid status, or the leave may be without pay. The following conditions apply:

1. Contracted employees are eligible to request an extended leave of absence from the District. This request must include an assurance the employee intends to return to work at the end of the leave and the time will not be used for the purpose of obtaining employment outside the District.
2. In no instance will combined PTO, Family Medical Leave of Absence, Extended Health Leave or any combination of paid or unpaid leaves be for more than 12 months. The extended health leave will be granted for the remaining period of the school year once Family Medical Leave is exhausted.
3. The employee must provide medical certification for the extended health leave period. Failure to submit a timely request for leave or an appropriate medical certification may result in a denial of the leave.
4. There will be no loss of salary status and PTO balances will not accumulate.
5. A leave of absence for personal health reasons will not count as a year of credit for experience.
6. An employee may elect to pay for his/her insurance premium(s) at the group rate.
7. An employee must submit a letter of intent to return to work no less than three (3) weeks prior to the intended return, if practical. Every effort will be made to place the employee in an open position for which he/she is qualified and is of like status and pay.

J. EMPLOYEE SICK LEAVE BANK

1. At the employee's option, a PTO day may be contributed to an Employee Sick Leave Bank. This option must be exercised at the time the employee's contract is signed and will be irrevocable.
2. Employees who wish to participate will initially contribute one (1) PTO day to the Employee Sick Leave Bank. An additional day will be contributed if/when the Sick Leave Bank balance falls below 33% of the potential liability. By contributing, the employee will be a member of the Employee Sick Leave Bank for the duration of employment and is not required to provide a PTO day every year.
3. The Employee Sick Leave Bank will be administered by the Executive Director of Human Resources or his/her designee according to the established guidelines and procedures.
4. All Employee Sick Leave Bank requests must be submitted to the Benefits Specialist before or during the illness for which days are being requested. Requests received more than three (3) working days after an employee has returned to work will not be processed. Employees who request Sick Leave Bank days must have a Paid Time Off balance of three (3) or less days.
5. An employee may be granted up to five (5) Sick Leave Bank Days in a 12-month period.
6. Only a leave bank member may apply for Employee Sick Leave Bank days.

7. Employee Sick Leave Bank days will be used for personal and family illness. Only a serious health condition as defined by the Family Medical Leave Act will be considered. In cases of family illness, the employee requesting Employee Sick Leave Bank days must be the individual in direct care of the ill family member per physician's statement.
8. An employee may appeal the decision not to grant Sick Leave Bank days to the Executive Director of Human Resources. The appeal must be submitted within sixty (60) calendar days of the denial. The appeal review will consider additional medical documentation from a Health Care Provider and determine if additional days will be granted. Granting of days for an appeal will not exceed five (5) days. The Employee Sick Leave Bank appeal decision will be final.
9. Unused Leave Bank days will be accumulated without limit and carried over into each consecutive year.
10. On an annual basis, the Sick Leave Bank Committee will review the guidelines, procedures, and balance of days within the Sick Leave Bank to determine the need for reassessment. The review will be completed by **April 1**. Reassessment of Sick Leave Bank days will automatically occur when the Sick Leave Bank balance falls below 33% of the potential liability.
11. Employee Sick Leave Bank guidelines and Employee Leave Bank applications are available online and in the Office of Human Resources.

K. PROFESSIONAL LEAVE/SCHOOL BUSINESS

Employees may be permitted release time from their regular duties to attend conferences, seminars, or in-service training programs intended to bring new information or help employees provide better services to the District.

Employees will complete the Request for Released Time for Professional Reasons and the Cause of Absence forms for prior Administrative approval at least ten (10) working days prior to the scheduled date of the released time. In cases of unusual circumstances, release time may be granted when the requests do not comply with the specified timelines.

L. SABBATICAL LEAVE

1. Sabbatical leaves of absence for advanced study may be granted when the Board deems such leave to be reasonable and for good cause. Employees who have been employed on contract in the Roosevelt School District for at least seven (7) years of continuous satisfactory employment may be granted leave, upon application, for not more than one (1) school year for the purpose of professional improvement, subject to the following conditions and procedures.
 - a. Not more than five (5) employees may be on leave at any one time. Applications will be processed in order of submission. Seniority will prevail in the event of ties.
 - b. The request for leave must be filed with the Superintendent or designee in advance. Application, including an outline of the program for professional improvement, must be submitted by **March 15** for the coming school year.
 - c. The proposed program for professional improvement must show that it will substantially contribute to the applicant's competence as an employee in the District.
 - d. Applications will be considered on the basis of the following:

- (1) likelihood of improvement of professional preparation and/or the educational program of the District;
 - (2) current assignment of the individual; and
 - (3) value of the leave to the District.
- e. Sabbatical leave will be subject to the availability of District funds.
 - f. If for some reason the initial proposed program is unacceptable, the employee will be provided with a written statement specifying the reasons why the proposed program is unacceptable and the employee will be offered a grace period of two (2) weeks to re-submit the program.
2. Upon recommendation from the Executive Director of Human Resources, the Governing Board may authorize a contract not to exceed one-half (1/2) of the employee's salary and full benefits. The Board reserves the right to require periodic interim reports on the successful progress of the employee's professional education as a condition of salary payment. A statement of achievement must be submitted at the conclusion of the leave. If the program is not completed, the employee may be required to refund all or a portion of the salary and benefits received.
 3. An employee granted sabbatical leave must return to the District for at least three (3) school years. If he/she chooses not to return, he/she will be required to refund the amount of the compensation received from the District during his/her period of sabbatical leave.
 4. If leave is granted, all rights of tenure, retirement, accrued leave with pay, salary increments and other benefits provided by law will be preserved and available to the applicant after the termination of leave of absence.
 5. The employee must make application of intent to return to work no less than three (3) weeks prior to the intended return, if practical. Every effort will be made to place the employee in an open position for which he/she is qualified and is of like status and pay.

M. SPECIAL PURPOSE LEAVES

1. Military Leaves

(Uniformed Services Employment and Reemployment Rights Act – USERRA)

- a. Employees will be granted military leaves of absence in accordance with existing state and federal statutes (A.R.S. 26-168 AND USERRA). The District will fully comply with the USERRA and all applicable regulations interpreting the Act issued by the United States Department of Labor. Nothing in this Agreement will serve to limit or expand the employee's rights as provided by the USERRA. In matters where rights under the USERRA are greater than the rights available under the Agreement, the USERRA will govern for eligible employees.
- b. Induction into the military for an extended period of time will not be at District expense; however, upon return an employee will be placed in his/her former position or a comparable position for which he/she is qualified and is of like status and pay in accordance with ARS 38-298.

2. Extended Leave

- a. A leave of absence without pay for a period not to exceed twelve (12) months may be granted for extended leave.
- b. An employee may, after five (5) years of continuous satisfactory employment, be granted an unpaid leave of absence for the following, non-exclusive reasons:
 - (1) service in public office;
 - (2) exchange teaching;
 - (3) Peace Corps or Teacher Corps duty;
 - (4) travel or work/study programs.
- c. An employee will submit a letter of intent to return to work no less than three (3) weeks prior to the intended return, if practical. Every effort will be made to place the employee in an open position for which he/she is qualified and is of like status and pay.

N. ASSOCIATION LEAVE

1. An employee elected to an office in the Arizona Education Association or the National Education Association may, upon request, be granted a leave of absence without pay for a period not to exceed twelve (12) months. Upon request additional association leave of absence may be granted and recommended by the Superintendent for approval by the Governing Board.
2. An employee must submit a letter of intent to return to work no less than three (3) weeks prior to the intended return. Every effort will be made to place the employee in an open position for which he/she is qualified and is of like status and pay.

O. ABSENT WITHOUT LEAVE

1. An employee will be deemed "absent without leave" when absent from work because of any of the following:
 - a. A reason that conforms to a policy currently in effect, but the maximum days provided for in that policy are exceeded without prior approval;
 - b. A reason that does not conform to any policy currently in effect;
 - c. Failure to report to work without prior notification to the site-supervisor.
2. In no case will an employee be compensated for time lost due to being absent without leave.
3. 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.

An employee who is "absent without leave" for a period of three (3) consecutive workdays will be considered to have abandoned the position, resulting in the recommendation to the Governing Board for immediate termination of employment.

ARTICLE IV

COMPENSATION

A. INCENTIVE PROGRAMS

1. General Regulations

- a. All contracted classified employees are eligible for the Professional Growth Program.
- b. All courses taken for Professional Growth Program credit are subject to course content approval.
- c. In-service hours conversion will be fifteen (15) contact/clock hours equals one (1) credit hour.
- d. An employee will remain eligible for the Professional Growth Program if promoted or reclassified to another position.
- e. Employees on approved leave will not be eligible to earn credits.
- f. Credits earned under items 2, 3, & 4 below will be interchangeable and accumulative toward the fifteen (15) required credits for monetary increase. Only one (1) monetary increase per fiscal year is permitted.

An exception to this provision will be the conferral of a degree, which may require movement of more than one (1) step.

(1) A minimum grade of C must be achieved on all courses in order to qualify for credit.

2. Universities, Colleges or other Accredited Institutions

- a. Each course will be awarded the course credit hours.
- b. Copies of transcripts or official grade reports of coursework will be required.

3. Trades, Professional, and Correspondence Schools

- a. A single trade school class within a prescribed course (welding, carpentry, shorthand, landscaping, etc.) will be calculated for professional growth credits by dividing total clock hours of attendance by fifteen (15) and granting one (1) credit for each increment of fifteen (15).
- b. All trade, professional, and correspondence schools must be viable and accredited (i.e., approved by the Veteran's Administration).
- c. All documents verifying completion of coursework must be submitted.

4. Conferences, Workshops, and Seminars

- a. Conferences, workshops, and seminars attended beyond work hours or on the employee's own time may be considered for credit. District-sponsored in-service may be considered for credit only if wages have not been paid.
- b. One (1) credit will be granted for each accumulation of fifteen (15) hours of workshops, conferences or seminars.

- c. All conferences, workshops, and seminars must have prior approval and be submitted to the Professional Growth Committee with a justification statement by the immediate supervisor.
- d. All documents verifying completion of conference, workshop or seminar must be submitted.
- e. Roosevelt School District approved courses, conducted by District employees, will be eligible for credit.

5. Professional Growth Committee

- a. The Professional Growth Committee will be comprised of five (5) members (including chairperson). The Executive Director of Teaching & Learning will appoint a chairperson. The members may include one (1) site administrator, one (1) District level administrator, one (1) teacher, one (1) classified employee, and one (1) REA Representative.
- b. The committee will meet as necessary to consider applications for professional growth.
- c. Applicants will be notified in writing of the committee's decision. Concurrently, the applicant will be notified of the appeals procedure, if appropriate.
- d. Recommendations will be provided to the Executive Director of Human Resources within five (5) working days of all committee meetings. Upon request the Executive Director of Human Resources will provide a copy of the recommendations to the REA President.

6. Classified Staff New to the District

- a. Classified Staff beginning employment in the District will be evaluated for professional growth credit for credit hours beyond the required education level of the position being filled.
- b. Approval will not be given for courses required for the position.
- c. Courses completed more than ten (10) years prior to employment with the District will not be approved.
- d. Professional Growth Credit hours will be in fifteen (15) credit hour increments.

7. Timelines for Application for Approval of Professional Growth

- a. **By the last business day in January** submit Notice of Intent. "Notices of Intent" are to be submitted by the last business day in January by employees who expect to complete the required number of credits for monetary increase for the succeeding contract year. This notice is required for budget planning purposes.
- b. **By the last business day in June-** Submit Verification of Course Work Completed to date.
- c. **By the last business day in September-** Submit verification of all course work completed.

8. Appeal Procedure

- a. Employees have a right to request a review of a decision regarding approval for professional growth credit.
- b. A request for review must be submitted in writing within ten (10) working days of the receipt of the written decision in question. The request for review will be submitted to the Executive Director of Human Resources or designee and must include reasons why the appellant believes the request for professional growth should be approved.

- c. The Executive Director of Human Resources or designee will review the decision of the Professional Growth Committee and may render a decision or schedule a hearing with the appellant and the committee if necessary, within ten (10) working days of receipt of the appeal request.
- d. The appeal decision of the Executive Director of Human Resources or designee will be forwarded to the appellant in writing within ten (10) working days of the decision. The decision of the appeal by the Executive Director of Human Resources or designee will be final.

B. SEPARATION FROM DISTRICT EMPLOYMENT

1. Definitions

Continuous service - A period of continuous employment with the District, whereby the employee has fulfilled all contractual obligations and not resigned from a position during the employment period. An employee must complete five full years of continuous service to be eligible for a PTO Payout.

For example, a teacher who has completed five full teaching contracts with the District will have been in continuous service for five years. An employee who begins a contract period mid-year will be credited with the prorated term of service. A teacher who begins the second semester of a school year will be credited with .5 year of service.

Separation of employment – The employee leaves the employment of the District as a result of retirement, resignation, non-renewal, separation agreement or dismissal.

2. Continuing Service Pay

- a. Full-time contract employees hired prior to July 1, 1995 may select either Continuing Service Pay or Paid Time Off Pay upon separation of employment. Continuing Service Pay may not be combined with any other incentive plan. Continuing Service Pay for employees with continuous employment will be based on the date of hire. Continuing Service Pay for employees with interrupted service will be based on the most recent date of hire.
- b. Continuing Service Pay shall be paid to an employee at the contract conclusion of the last year of employment in the District. The rate shall be one (1) percent of the employee's contracted salary of the last year of employment times the number of years of service in the District.

3. Earned Paid Sick Time (EPST) Pay

- a. Eligible employees may be entitled to a limited payout of accrued but unused earned paid sick leave upon separation of employment with the District, calculated based on years of service.
- b. An employee must submit the request for an earned paid sick leave payout in writing to the Human Resources Department by March 20 of the year in which the separation of employment will occur.
- c. Employees will be paid out accrued but unused earned paid sick leave according to the table below.

Years of Consecutive Service	Payout Formula	Hourly Rate Formula
Less than 5 years	25% of remaining EPST hours up to 40 hrs. max.	Minimum Level of the Employee's Ending Pay Band or Salary Schedule
5 years or more but less than 10	50% of remaining EPST hours up to 40 hrs. max.	Minimum Level of the Employee's Ending Pay Band or Salary Schedule
10 years or more but less than 20	75% of remaining EPST hours up to 40 hrs. max.	Minimum Level of the Employee's Ending Pay Band or Salary Schedule
20 years or more	85% of remaining EPST hours up to 40 hrs. max.	Minimum Level of the Employee's Ending Pay Band or Salary Schedule
Hired prior to 7/1/2005	50% of remaining EPST hours up to 40 hrs. max.	Current employee's ending pay band or salary schedule

4. Paid Time Off (PTO) Pay

- a. Eligible employees may be entitled to a limited payout of accrued but unused paid time off leave ("PTO Payout") upon separation of employment with the District, calculated based on years of continuous service.
- b. An employee must submit the request for a PTO Payout in writing to the Human Resources Department by March 20 of the year in which the separation of employment will occur.
- c. Employees will be paid out accrued but unused PTO leave according to the table below.

Years of Consecutive Service	Max Hours Reimbursed	Percent	Hourly Rate
Less than 5 full years	0	0%	Not Applicable
5 full years but less than 10 years	1250 for 9-month employees 1375 for 10.5-month employees 1550 for 12-month employees	50%	Minimum level of the employee's ending Pay Band or Salary Schedule
10 full years but less than 20 full years	1250 for 9-month employees 1375 for 10.5-month employees 1550 for 12-month employees	75%	Minimum level of the employee's ending Pay Band or Salary Schedule
20 years or more	1250 for 9-month employees 1375 for 10.5-month employees 1550 for 12-month employees	85%	Minimum level of the employee's ending Pay Band or Salary Schedule

Hired prior to 7/1/2005	1250 for 9-month employees 1375 for 10.5-month employees 1550 for 12-month employees	50%	Current employee's ending Pay Band or Salary Schedule
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Anyone submitting a request after March 20 will be paid the following fiscal year if funds are available.

When extenuating circumstances preclude such notification by the above-noted timeline, the consideration will be given to applicant depending on the availability of funds. If funds are unavailable, applicant will be paid the following year. The employee must submit a written request for PTO Payout to the Human Resources Department prior to the employee's last day of work or the payout is deemed waived.

C. STIPEND FOR PARAPROFESSIONALS FOR CLASSROOM SUBSTITUTION

Paraprofessionals who hold a valid Arizona Department of Education certificate may substitute in the classroom. Paraprofessionals will receive a stipend equal to twenty (20) dollars for each cumulative eight (8) hours (accumulated by the half hour) for which they serve as substitutes.

D. BILINGUAL STIPEND FOR OFFICE STAFF

Administrative Assistants, School Attendance Clerks, Analysts and Receptionists are eligible for a Bilingual Stipend of \$1,000.00/annually. Bilingual, for the purpose of this stipend, means demonstrated language proficiency in both English and Spanish.

E. PLACEMENT ON CLASSIFIED PAY SCHEDULES

1. Generally

The Classified Pay Schedule (Appendix A-1) applies to all hourly non-exempted employees as listed by position on the Classified Positions by Level Chart (Appendix A-2). The Classified Exempt Salary Schedule applies to all classified exempted employees listed by position on the schedule (Appendix A-3).

2. Initial Placement on the Hourly Classified Pay Schedule

- a. Initial placement of an employee new to the District who has no experience will be at Step 0 of the applicable level on the classified pay schedule for the position being filled.
- b. When an employee has work experience in another school District or company of at least one (1) year or more in the position for which he/she is being hired, the employee will be placed according to experience up to Step 10 of the applicable level on the classified pay schedule for the position being filled.
- c. A former employee who is re-employed in a position will be considered a new hire and 2b above will apply. In addition, previous Roosevelt School District experience will be considered.

3. Initial Placement on the Classified Exempt Pay Schedule

Initial placement of an employee on the Classified Exempt Pay Schedule will be at the New Hire Initial Placement level listed on the Classified Exempt Pay Schedule.

4. Initial Placement for Non-Contracted Classified Employees

- a. Non-contracted classified employees will be placed on the Classified Salary Schedule at Step 0 at the level of the position being filled.
- d. When an employee has work experience in another school District or company of at least one (1) year or more in the position for which he/she is being hired, the employee will be placed according to experience up to Step 10 of the applicable level on the classified pay schedule for the position being filled.
- b. Previous employees who return to substitute will be placed on the Classified Salary Schedule at the Experience Placement at the level of the position being filled.

5. Placement Upon Reassignment/Transfer or Promotion

- a. When an employee is reassigned or transferred to another position within the same level, no change is made to the employee's pay.
- b. When a classified hourly employee is promoted to a position that is at a higher level on the Classified Hourly Salary Schedule than his/her current position, the employee will be placed according to 2a & 2b above. Promotions must be Governing Board approved.
- c. An employee who accepts a position at a lower level will retain his/her current rate for the remainder of the contracted year. However, if the employee's current rate exceeds the maximum rate of the new position, the employee's rate will be reduced to the experience placement (step) of the corresponding level of the position being filled.

ARTICLE V

SECTION I. GRIEVANCE PROCEDURES

The grievance procedure provides for the prompt and equitable adjustment of differences. Each employee will be assured the opportunity for an orderly presentation and review of grievances. No employee will suffer reprisals or reduction in status as a result of having presented a grievance or having represented an employee in a grievance

A. PURPOSE

Positive morale is maintained as problems arise by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The grievance procedure provides employees with a fair means of resolving a concern in an efficient manner.

B. DEFINITION

1. A "grievance" is a claim by a District employee that a dispute or disagreement exists involving interpretation or application of policy, regulation, or the Classified Agreement.
2. The "grievant" is the employee or group of employees, represented by a spokesperson, claiming a grievance.
3. The "respondent" is the supervisor or other appropriate administrator to whom the grievance is presented.
4. The term "grievance" will not apply to any matter for which the method of review is prescribed by law, or the Governing Board is without authority to act.
5. The suspension or dismissal of employees is covered by statute and, therefore, is not a grievable matter.
6. 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.

C. GENERAL PROVISIONS

1. A grievant may be represented at any level of this procedure by a representative as outlined in Article I, Section G, of this Agreement.
2. Every effort will be made to resolve a grievance at the lowest possible step.
3. Grievances should be resolved as quickly as possible. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual written agreement.
4. Failure by the respondent to respond to the grievance within the specified time limits will permit the grievance to proceed to the next available step, unless a mutual agreement to extend is reached prior to the original deadline.

5. Failure by the grievant to respond to a decision within the specified time limits will be deemed to be acceptance of the decision rendered at that level and there will be no further right of appeal.
6. The Executive Director of Human Resources will be the District liaison in all matters relating to implementation of the grievance procedure.
7. A meeting may be requested by the grievant or by the respondent at any level of this procedure. Sites for discussion will be District neutral locations agreeable to both parties.
8. Forms for the initiating and processing of grievances will be jointly designed and approved by the District and the REA. The forms will be available at each school office, at the District office, through the REA, on the District website, and in the Appendix of this Agreement.
9. All documents, communications, and records dealing with the processing of a grievance will be maintained in a separate file and will not become part of the employee's personnel file.

D. PROCEDURE

A grievance must be initiated within ten (10) workdays of the date when the offense occurred or the employee knew of the offense.

1. Informal Procedure: Employees may, alone or accompanied by a representative, discuss the grievance with the principal or appropriate administrator or supervisor, in an effort to resolve the matter informally.
2. Formal Level One: When informal procedures fail to resolve the grievance, the employee may file, within five (5) working days of receipt of the informal decision, a written request for formal resolution. A Level One grievance form will be directed to the principal or other appropriate respondent. Information on the grievance form will state the grievance in specific terms. The principal or other respondent will render a written decision to the grievant within five (5) working days after receipt of the written grievance. The grievant or the respondent may request a conference prior to the rendering of the decision.
3. Formal Level Two: If the grievant is not satisfied with the decision concerning a grievance at Level One, the grievant may, within five (5) working days after the decision is rendered, refer such grievance in writing on a Level Two grievance form to the Executive Director of Human Resources. The Executive Director of Human Resources will, within five (5) working days from the receipt of the written grievance, schedule a meeting with the grievant for the purpose of resolving the grievance. The Executive Director of Human Resources will, within five (5) working days after the meeting with the grievant, render a decision in writing to the grievant.
4. Formal Level Three: If the grievant is not satisfied with the decision concerning a grievance at Level Two, the grievant may, within five (5) working days after the decision is rendered, request in writing to the Executive Director of Human Resources that the grievance be submitted to the Superintendent. The Superintendent will, within five (5) working days from the receipt of the written grievance, schedule a meeting with the grievant for the purpose of resolving the grievance. The Superintendent will, within five (5) working days after the meeting with the grievant, render a decision in writing to the grievant.

5. Formal Level Four: If the grievant not satisfied with the decision of the Superintendent, the grievant may appeal to the Board. The Board will review the decision of the Superintendent using the grievance file and whatever data it considers appropriate. The decision of the Board will be rendered within fifteen (15) working days of receipt of the appeal request.

SECTION II. CONFLICT RESOLUTION PROCEDURE

The conflict resolution procedure provides employees with a fair means of resolving a concern that does not involve discrimination, sexual harassment, and/or a violation of policy or regulation. No employee will suffer reprisals or reduction in status of having presented a conflict.

A. PROCEDURE

1. Informal Procedure

If an employee feels that he/she has been treated in an unprofessional manner, the employee may request assistance from his/her REA representative or mutually agreed upon facilitator to have a mediation in an effort to reach a resolution agreeable to both parties.

When an employee feels he/she has been treated in an unprofessional manner by another employee who is NOT his/her supervisor, he/she may discuss the concern with the principal or appropriate administrator or supervisor in an effort to resolve the matter informally.

2. Formal Level One

When informal procedures fail to resolve the concern, the employee may elect to complete the Conflict Resolution Form. The Conflict Resolution Form will be completed and submitted to the administrator/supervisor within five (5) working days following the informal procedure. Information on the Conflict Resolution Form will state the concern in specific terms and propose a remedy. The administrator/supervisor will render a written decision within five (5) working days after receipt of the Conflict Resolution Form. Conflict Resolution Forms will be available at each school office, at the District Office, through the REA, on the District website, and in the Appendix of this agreement.

ARTICLE VI

TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS

A. DEFINITIONS

1. Vacancy – A vacancy will be defined for these purposes as a position presently unfilled including newly created positions and positions currently filled but declared vacant.
2. Voluntary Transfer – A voluntary transfer is an employee requested move to a different assignment or to a different worksite.
3. District-Initiated Transfer – A District-initiated transfer is a move not initiated by the employee and necessitated in the best interest of the District.
4. Reassignment – A reassignment is the movement of an employee to a different assignment within the same worksite.
5. Seniority – The date of hire for seniority purposes will be the initial contract date as approved by the Board. When the contract dates are the same, the secondary method for determining seniority will be the date the recommendation for employment was signed by the supervisor. When required, the third determinant will be the date of application for employment

B. VOLUNTARY TRANSFERS

1. Procedure

- a. Voluntary transfer requests may be made between January 15 and March 15 for the following school year. The Human Resources Division will post all vacancies as soon as they occur.
- b. An employee must submit a written request utilizing the Request for Personnel Action (RPA) form to the Human Resources Division for transfer to a vacant position for which he/she is qualified.
- c. Site administrators will review and consider each candidate but are not required to personally interview each person applying for the position.
- d. The individual requesting a transfer may meet with the site administrator and/or other designated staff at the worksite. The purpose of the meeting is to allow the individual to gain an understanding of the goals/operations/climate of the worksite and the site staff to gain an understanding of the individual's background and perspective of the job. Following this meeting, the site administrator or applicant may stop the transfer process if they so choose.
- e. The receiving site administrator will send transfer recommendations to the Executive Director of Human Resources.
- f. A site administrator must have a reasonable basis for denying a transfer.
- g. The Human Resources Division will notify employees in writing of the approval or denial of their transfer request by April 15.

2. Criteria

A Voluntary Transfer will utilize the following criteria:

- a. The needs of the school/department or District as determined by the Executive Director of Human Resources and/or the Administrator;
- b. The qualification/experience of the employee;
- c. Overall job performance evaluation; and
- d. An impaired working relationship.

C. DISTRICT INITIATED TRANSFERS

1. Procedure

- a. The proposed District-Initiated Transfer will be reviewed by the site administrator with the Executive Director of Human Resources.
- b. The administrator will meet with the employee prior to notification of a District-Initiated Transfer to discuss the rationale for the District-Initiated Transfer.
- c. The Executive Director of Human Resources will notify the employee, in writing, of the District-Initiated Transfer no less than two (2) working days prior to the effective date of the transfer.
- d. The employee may have representation at any of the meetings involving the District-Initiated Transfer.

2. Criteria

A District-Initiated Transfer will utilize the following criteria:

- a. The needs of the school/department or District as determined by the Executive Director of Human Resources and/or the Administrator;
- b. The qualification/experience of the employee;
- c. Overall job performance evaluation; and
- d. An impaired working relationship.

3. Appeal Process

When a District-initiated transfer is formally initiated by an administrator, the employee will be notified of the right to appeal the decision in writing to the Executive Director of Human Resources.

The written appeal must be submitted within two (2) workdays of the notification of the District-initiated transfer.

The Executive Director of Human Resources must notify the employee within two (2) workdays of receipt of the appeal to schedule a mutually agreed upon time for the appeal meeting.

The appeal process must be completed within ten (10) workdays of the notification, and the District-initiated transfer will not take effect until the appeal process has been completed.

The transfer will be deemed void if administrative procedures in transfer and assignments are not followed.

ARTICLE VII

CLASSIFIED/EDUCATIONAL SUPPORT PERSONNEL RESPONSIBILITIES AND DUTIES

A. SUPERVISION OF STUDENTS

1. Classified Employees will be provided with a copy of Board Policy JK-R Student Discipline.
2. Classified Employees are expected to foster an environment which protects the health, safety, and welfare of all students and will share with certified staff and administrators the responsibility to provide adequate supervision of students.

* * * * *

APPENDIXES

CLASSIFIED POSITIONS BY LEVEL 2021-2022

A	B	C
Bus Assistant CNS Assistant Crossing Guard Classroom/Student Aide Security Guard	Groundskeeper Custodian	Clerk Paraprofessional I Receptionist Reproductions Operator
D	E	F
CNS Manager Paraprofessional II	Bus Driver Trainee Paraprofessional III Technician – CNS Operations Unit Operations Manager Van Driver	Administrative Assistant Data Clerk District/School Attendance Clerk Fixed Assets/Courier School Attendance Clerk CNS Warehouse Store Clerk IT Clerk
G	H	I
FACE Coordinator Lead Groundskeeper School Administrative Assistant Technician I – IT	Analyst Bus Driver Bus Driver/Analyst CNS Production Supervisor	Dispatcher/Trainer Technician I - Maintenance
J	K	L
Community Service Liaison Driver Trainer/Safety Inspector Executive Assistant FACE Liaison Mechanic I School Psychologist Intern	Technician II - Health Service Medicaid Coordinator Technician II – IT Technician II - Maintenance	Lead Mechanic Technician III – IT Technician III - Maintenance

ADDITIONAL COMPENSATION

EXPERIENCE PLACEMENT: New hire experience credit is given for up to 10 years of similar type job experience and will be compensated according to the current salary schedule. The Superintendent has the authority to declare any given position a critical District need/concern and determine salary schedule placement within the base salary range.

PROFESSIONAL GROWTH: Employees will earn an additional hourly rate based on approved credits at the rate of \$0.28 per 15 Credit Hours.

WORK BEYOND CONTRACT PAY: Work beyond contract pay for special interest, summer program instruction, and other activities shall be at the hourly rate of **the employee's current hourly rate of pay**

CLASSIFIED HOURLY SALARY SCHEDULE 2021-2022

Level	A	B	C	D	E	F	G	H	I	J	K	L
Step 0	\$12.45	\$12.97	\$13.49	\$13.90	\$14.32	\$14.73	\$15.15	\$16.08	\$17.02	\$17.53	\$19.09	\$20.75
Step 1	\$12.57	\$13.10	\$13.62	\$14.04	\$14.46	\$14.88	\$15.30	\$16.24	\$17.19	\$17.71	\$19.28	\$20.96
Step 2	\$12.70	\$13.23	\$13.76	\$14.18	\$14.60	\$15.03	\$15.45	\$16.40	\$17.36	\$17.89	\$19.47	\$21.17
Step 3	\$12.83	\$13.36	\$13.90	\$14.32	\$14.75	\$15.18	\$15.60	\$16.56	\$17.53	\$18.07	\$19.66	\$21.38
Step 4	\$12.96	\$13.49	\$14.04	\$14.46	\$14.90	\$15.33	\$15.76	\$16.73	\$17.71	\$18.25	\$19.86	\$21.59
Step 5	\$13.09	\$13.62	\$14.18	\$14.60	\$15.05	\$15.48	\$15.92	\$16.90	\$17.89	\$18.43	\$20.06	\$21.81
Step 6	\$13.22	\$13.76	\$14.32	\$14.75	\$15.20	\$15.63	\$16.08	\$17.07	\$18.07	\$18.61	\$20.26	\$22.03
Step 7	\$13.35	\$13.90	\$14.46	\$14.90	\$15.35	\$15.79	\$16.24	\$17.24	\$18.25	\$18.80	\$20.46	\$22.25
Step 8	\$13.48	\$14.04	\$14.60	\$15.05	\$15.50	\$15.95	\$16.40	\$17.41	\$18.43	\$18.99	\$20.66	\$22.47
Step 9	\$13.61	\$14.18	\$14.75	\$15.20	\$15.66	\$16.11	\$16.56	\$17.58	\$18.61	\$19.18	\$20.87	\$22.69
Step 10	\$13.75	\$14.32	\$14.90	\$15.35	\$15.82	\$16.27	\$16.73	\$17.76	\$18.80	\$19.37	\$21.08	\$22.92
Step 11	\$13.89	\$14.46	\$15.05	\$15.50	\$15.98	\$16.43	\$16.90	\$17.94	\$18.99	\$19.56	\$21.29	\$23.15
Step 12	\$14.03	\$14.60	\$15.20	\$15.66	\$16.14	\$16.59	\$17.07	\$18.12	\$19.18	\$19.76	\$21.50	\$23.38
Step 13	\$14.17	\$14.75	\$15.35	\$15.82	\$16.30	\$16.76	\$17.24	\$18.30	\$19.37	\$19.96	\$21.72	\$23.61
Step 14	\$14.31	\$14.90	\$15.50	\$15.98	\$16.46	\$16.93	\$17.41	\$18.48	\$19.56	\$20.16	\$21.94	\$23.85
Step 15	\$14.45	\$15.05	\$15.66	\$16.14	\$16.62	\$17.10	\$17.58	\$18.66	\$19.76	\$20.36	\$22.16	\$24.09
Step 16	\$14.59	\$15.20	\$15.82	\$16.30	\$16.79	\$17.27	\$17.76	\$18.85	\$19.96	\$20.56	\$22.38	\$24.33
Step 17	\$14.74	\$15.35	\$15.98	\$16.46	\$16.96	\$17.44	\$17.94	\$19.04	\$20.16	\$20.77	\$22.60	\$24.57
Step 18	\$14.89	\$15.50	\$16.14	\$16.62	\$17.13	\$17.61	\$18.12	\$19.23	\$20.36	\$20.98	\$22.83	\$24.82
Step 19	\$15.04	\$15.66	\$16.30	\$16.79	\$17.30	\$17.79	\$18.30	\$19.42	\$20.56	\$21.19	\$23.06	\$25.07
Step 20	\$15.19	\$15.82	\$16.46	\$16.96	\$17.47	\$17.97	\$18.48	\$19.61	\$20.77	\$21.40	\$23.29	\$25.32
Step 21	\$15.34	\$15.98	\$16.62	\$17.13	\$17.64	\$18.15	\$18.66	\$19.81	\$20.98	\$21.61	\$23.52	\$25.57
Step 22	\$15.49	\$16.14	\$16.79	\$17.30	\$17.82	\$18.33	\$18.85	\$20.01	\$21.19	\$21.83	\$23.76	\$25.83
Step 23	\$15.64	\$16.30	\$16.96	\$17.47	\$18.00	\$18.51	\$19.04	\$20.21	\$21.40	\$22.05	\$24.00	\$26.09
Step 24	\$15.80	\$16.46	\$17.13	\$17.64	\$18.18	\$18.70	\$19.23	\$20.41	\$21.61	\$22.27	\$24.24	\$26.35
Step 25	\$15.96	\$16.62	\$17.30	\$17.82	\$18.36	\$18.89	\$19.42	\$20.61	\$21.83	\$22.49	\$24.48	\$26.61
Step 26	\$16.12	\$16.79	\$17.47	\$18.00	\$18.54	\$19.08	\$19.61	\$20.82	\$22.05	\$22.71	\$24.72	\$26.88
Step 27	\$16.28	\$16.96	\$17.64	\$18.18	\$18.73	\$19.27	\$19.81	\$21.03	\$22.27	\$22.94	\$24.97	\$27.15
Step 28	\$16.44	\$17.13	\$17.82	\$18.36	\$18.92	\$19.46	\$20.01	\$21.24	\$22.49	\$23.17	\$25.22	\$27.42
Step 29	\$16.60	\$17.30	\$18.00	\$18.54	\$19.11	\$19.65	\$20.21	\$21.45	\$22.71	\$23.40	\$25.47	\$27.69
Step 30	\$16.77	\$17.47	\$18.18	\$18.73	\$19.30	\$19.85	\$20.41	\$21.66	\$22.94	\$23.63	\$25.72	\$27.97
Step 31	\$16.94	\$17.64	\$18.36	\$18.92	\$19.49	\$20.05	\$20.61	\$21.88	\$23.17	\$23.87	\$25.98	\$28.25
Step 32	\$17.11	\$17.82	\$18.54	\$19.11	\$19.68	\$20.25	\$20.82	\$22.10	\$23.40	\$24.11	\$26.24	\$28.53
Step 33	\$17.28	\$18.00	\$18.73	\$19.30	\$19.88	\$20.45	\$21.03	\$22.32	\$23.63	\$24.35	\$26.50	\$28.82
Step 34	\$17.45	\$18.18	\$18.92	\$19.49	\$20.08	\$20.65	\$21.24	\$22.54	\$23.87	\$24.59	\$26.77	\$29.11
Step 35	\$17.62	\$18.36	\$19.10	\$19.68	\$20.28	\$20.86	\$21.45	\$22.76	\$24.10	\$24.84	\$27.03	\$29.40
Level	A	B	C	D	E	F	G	H	I	J	K	L

CLASSIFIED EXEMPT SALARY SCHEDULE
12 Months – 261 days
2021 – 2022

NEW HIRE SALARY FORMULA

Step	Level 1	Level 1A*	Level 2 BA/BS
0	\$45,500	\$48,000	\$58,500
1	\$46,250	\$48,750	\$59,250
2	\$47,000	\$49,500	\$60,000
3	\$47,750	\$50,250	\$60,750
4	\$48,500	\$51,000	\$61,500
5	\$49,250	\$51,750	\$62,250
6	\$50,000	\$52,500	\$63,000
7	\$50,750	\$53,250	\$63,750
8	\$51,500	\$54,000	\$64,500
9	\$52,250	\$54,750	\$65,250
10	\$53,000	\$55,500	\$66,000

EDUCATIONAL ATTAINMENT

PROFESSIONAL GROWTH ALLOWANCE: Upon successful completion of a bachelor's degree, professional growth compensation may be earned in 15 credit hour increments. Compensation will be calculated at \$500 per 15 credit hours, per contract year.

CLASSIFIED EXEMPT POSITIONS

Assessment and Eval Specialist	Data Systems Specialist	Network Administrator
Benefits Specialist	Federal Programs Specialist	Office Manager
Budget Compliance Specialist	Finance & Operations Specialist*	Program Specialist
CNS Program and Catering Specialist	Headstart Compliance Specialist	Senior Executive Assistant
CNS Compliance Specialist	Human Resources Specialist*	Payroll Specialist*
Comm Rel Multimedia Specialist	Information Systems Specialist	

EXPERIENCE CREDIT FOR NEW HIRES: New hire experience credit is given for up to 10 years of similar type job experience and will be compensated according to the current salary schedule. The Superintendent has the authority to declare any given position a critical District need/concern and determine salary schedule placement within the base salary range.

**ROOSEVELT SCHOOL DISTRICT #66
OFFICE OF HUMAN RESOURCES**

Appendix A4

ROOSEVELT SCHOOL DISTRICT NO. 66
6000 SOUTH 7TH STREET
PHOENIX, AZ 85042

REPORT OF GRIEVANCE FORM

This form is to be completed by the employee. The purpose of the grievance procedures is to provide employees with a fair means of resolving a concern in an efficient manner. Please refer to the Professional or Classified Agreement for the procedures. Agreements are available from the Office of Human Resources or online at www.rsd.k12.az.us.

Name of Grievant: _____		Date Filed: _____	
School/Department: _____		Position: _____	
Date Grievable Act Occurred: _____			
Policy or Agreement Provision Which Grievance is Based: _____			
Section and/or Page Number of Policy or Agreement Provisions: _____			
Statement of Grievance: _____			
Resolution Sought: _____			
Signature of Grievant: _____		Date Signed: _____	
	Record of Grievance Level	Date	Employee Signature
<input type="checkbox"/>	Informal Procedure – Discussion held with Principal, Administrator or Supervisor on:		
<input type="checkbox"/>	Level 1: Written Statement submitted to Principal, Administrator or Supervisor on:		
<input type="checkbox"/>	Level 2: Written Statement submitted to Executive Director of Human Resources on:		
<input type="checkbox"/>	Level 3: Written Statement submitted to Superintendent or designee on:		
<input type="checkbox"/>	Level 4: Written Statement submitted to Governing Board on:		
<input type="checkbox"/>	Additional Pages Included		

EMPLOYEE CONFLICT RESOLUTION FORM

This form is meant to serve as a way to resolve conflicts that don't rise to the level of discrimination, sexual harassment, and/or a violation of policy or regulation. Those types of complaints have specific procedures, mandated by law, and you should follow the procedure outlined in the Agreement.

Name _____ **Date** _____

Position _____ **Immediate Supervisor** _____

1. Please outline the concern(s) which resulted in your decision to initiate this process. Specific examples/dates detailing your concern(s) are encouraged. Ensure to include the impact it has on the work environment. Feel free to attach additional pages if more space is necessary.

2. What specific remedies would help resolve this issue?

Employee Signature: _____

Date: _____