



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

PROFESSIONAL AGREEMENT

BETWEEN THE

ROOSEVELT SCHOOL DISTRICT
GOVERNING BOARD

AND THE

ROOSEVELT EDUCATION
ASSOCIATION (REA)

JULY 1, 2022 – JUNE 30, 2023

BOARD APPROVED JUNE 7, 2022

This agreement supersedes all prior Professional Agreements

Professional 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 Professional 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 and 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 professional 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 professional 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, 2022, and will continue in effect through June 30, 2023.

The Professional 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 employees on the certified teacher salary schedule, certified coach and teacher on special assignment salary schedule and non-certified teacher schedule.

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 Professional 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, grievance proceedings, evaluation performance conferences when determining inadequacy of classroom performance or 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 syst

3. The REA President and the Superintendent or his/her designee 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 that 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 using the Absence Reporting System (AESOP)The "Cause of Absence" 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

4. 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
8. Every effort will be made to notify the REA committee representative at least one week prior to scheduled committee meeting(s).
 9. 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

1. A joint committee of the 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.
 2. The school calendar for teachers will be designated as follows:
 - a. **180*** Instructional days for students
 - 6** In-Service/Teacher workdays
 - 2** Consecutive classroom prep days at the start of the contract year
 - 4** In-service days (3 days at the start of the contract year and 1 day in January)
 - 24** Holidays
 - 210** Returning Teachers total contract days
 - 215** New Teachers total contract days
- *Instructional days for Preschool students may vary.

b. Thirty-seven (37) Early Release Days to be designated for the following purposes:

- 4** Parent Conference Days
- 2** Parent conference Days/Preparation Days
- 3** Teacher Preparation Days for Trimester Report Cards
- 3** Teacher Preparation Days for Mid-Term Progress Reports
- 1** Day for record-keeping on the last day of school for students
- 7** Days for Staff Development designated by District
- 6** Days site-specific for Staff Development to support individual school continuous improvement plan efforts
- 6** Days examining data, determined by District and Site Leadership
- 5** Teacher Planning Days

B. WORKDAY

1. A normal workday for teachers will be no longer than eight (8) hours including not less than a thirty (30) minute duty-free lunch period. A teacher's 30 minute duty-free lunch will not include walking students to the cafeteria or picking up students at the end of the lunch period.

2. A normal workday for nurses will be no longer than eight (8) hour including not less than a 30 minute duty-free lunch period.
3. 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.
4. It is expected that staff will be present at school or District sites during designated staff development days including all early release times. Certificated staff members whose work schedules include early release time must submit a Paid Time Off/Earned Paid Sick Time request/

C. PREPARATION TIME

1. Certificated teachers will be provided one (1) uninterrupted preparation period during the instructional day equivalent to one (1) special area class.
2. Upon approval of the school principal, a teacher will receive work-beyond compensation for utilizing his/her preparation period to substitute for a classroom.
3. Mandatory meetings during prep time will be limited to no more than one (1) day per week unless mutually agreed upon by staff.
4. Teachers will be informed of mandatory meetings no less than one (1) working day prior to the day of the meeting unless an unusual circumstance prevents prior notification.

D. DUTY

1. Teachers at each school site will be assigned comparable amounts of duty time on a monthly basis.
2. A teacher with a shared assignment will not be assigned duties in excess of a full-time staff member's duty at either site or the average duty time of both sites.

E. CLASS SIZE

The District will strive to meet the Board guidelines relating to class size as specified in Board policy. The class size averages per grade level are the following”

General Education:

Kindergarten	24:1
Grades 1-3	26:1
Grades 4-6	29:1
Grades 7-8	31:1

Special Education:

Special Education class size/caseloads are determined based on many factors that include but are not limited to: individual student needs as reflected in their Individual Education Plan, minutes of special education services, service delivery model, location of special education services, supplementary aids and supports for school personnel.

In the event the number of students exceeds the designated allocation across the grade level by 12% plus 1, the District will within its budget capacity impose acceptable alternatives that may include but are not limited to:

1. Reassign students to a different teacher (leveling of classes);
2. Increase the paraprofessional support/hours;
3. Addition of a paraprofessional;
4. Add a teacher.

Site Administration will provide written communication to affected teacher(s)/grade(s) of any probable/possible solutions.

Example: Fourth Grade has (4) assigned teachers and has a total number of 120 students. The average is 30 based on four (4) teachers. Using the formula to consider an additional staff member: $29 \times 12\% = 32.5$. Plus 1 = 33.5, 33.5×4 teachers = 134. The current total of 120 does not exceed 134. Therefore, consideration of a new staff member is not merited.

F. SAFETY

Roosevelt School District will provide safe, 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 or supervisor immediately. Steps are to be taken at once to protect the employee's safety.

G. SUBSTITUTES

1. Substitutes will be provided for all regular and special area teachers to the extent resources are available.
2. In an effort to assist in maintaining a sufficient pool of substitutes, teachers may complete and submit substitute evaluation forms through the principal to the Office of Human Resources.
3. In the event a substitute is unable to be secured for the classroom, the school administration will have an action plan in place to accommodate the classroom coverage (e.g. class split list, designated volunteers during preparation time, etc.). The action plan will be created and disseminated to all employees within the first two (2) weeks of school.

H. CONFERENCE ATTENDANCE

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

SECTION II. TEACHER RESPONSIBILITIES AND DUTIES

All teachers are expected to perform duties in accordance with law, policy and administrative directives. In addition, teachers are expected to carry out the following duties and responsibilities under the supervision and guidance of the school principal, assistant principal, and/or teacher on special assignment.

A. IMPLEMENTATION OF INSTRUCTIONAL PROGRAM

1. The primary instructional day (K-8) will be seven (7) hours, including lunch. The recommended transition time between Junior High classes is two (2) minutes, in order to achieve the total instructional time in accordance with A.R.S. §15-901. Instructional time may be modified if needed to meet the requirements of A.R.S. §15-901.
2. Teachers will share primary responsibility for implementing the District's required curriculum as set forth in the curriculum adopted by the Governing Board.
3. Each teacher will have access via the District's SharePoint to the curriculum documents and information relating to implementation of the instructional programs. Curriculum documents are available in hard copy from the Teaching & Learning Department.
4. Teachers will prepare and submit for review weekly lesson plans as determined by the site administrator.
5. All teachers will maintain an up-to-date substitute folder.
6. Teachers will assign homework as appropriate in support of instructional programs consistent with Governing Board policy IKB.
7. Teachers will maintain weekly grade books in Synergy, which record student achievement on tests, projects, and other assigned activities.
8. Teachers will instruct and guide student achievement toward meeting the District-mandated competencies and state standards in each content area.
9. Teachers will follow all State and District testing guidelines.
10. Teachers will prepare and disseminate progress report cards according to District guidelines, procedures and timelines.
11. All-day kindergarten and grades 1-8 will include at least one (1) special area class daily.
12. Teachers will maintain daily student attendance records in the Synergy Student Information System.
13. Teachers will monitor and assess student performance data to drive instructional decisions.
14. Teachers will attend all scheduled IEP and 504 Plan meetings for students in their classroom for the duration of the meeting. The teacher will have access to the IEP, 504

Plan, and other appropriate student records. Teachers will provide direct classroom support for students with disabilities. This is in accordance with the Family Education Rights and Privacy Act (FERPA U.S. Code 1232g and 1232h).

15. Teachers will ensure that each qualifying English Language Learner is supported in language development.
16. Teachers will follow District policy and guidelines to appropriately determine and communicate student promotion and retention.

B. SUPERVISION OF STUDENTS

1. Teachers are expected to provide a classroom environment which protects the health, safety, and welfare of all students.
2. Teachers will be responsible for classroom management.
3. Teachers will share with administrators the responsibility to provide adequate supervision of students. Teachers will not leave any student unsupervised.
4. Teachers will be provided with a copy of Board Policy JK-R Student Discipline.

C. SCHOOL OPERATIONS

1. Teachers will assist in the maintenance of student records, including attendance accounting and cumulative folders.
2. Teachers will share the responsibility for the care of equipment and instructional materials assigned or allocated to their classrooms and will assist administration in the maintenance of up-to-date inventory lists.
3. Teachers will ensure their classrooms are in compliance with the State Fire Rules and Regulations. The Roosevelt Classroom Fire and Inspection Checklist and Fire Exit map will be posted in all classrooms.

D. PARTICIPATION IN IN-SERVICE PROGRAMS/MEETINGS

1. Teachers may be required to participate in scheduled in-service workshops during the normal workday. Every effort will be made to have substitutes and/or administrators supervise the classes of participating teachers.
2. Teachers are expected to attend and participate in scheduled meetings not to exceed five (5) hours per month beyond the scheduled workday. Attendance at meetings or trainings beyond the five (5) hours per month is voluntary.
3. Teachers will be informed of mandatory meetings no less than one (1) working day prior to the day of the meeting unless an unusual circumstance prevents prior notification.
4. Teachers will notify their principal/supervisor when they cannot attend scheduled meetings. Arrangements to obtain any/all information which was presented, shared, and discussed is the responsibility of the staff member.

5. Meetings will not be scheduled on Friday after the contract day except for emergencies.

E. INTERACTION WITH PARENTS

1. Teachers are expected to maintain positive, professional relationships with parents.
2. Teachers will attend one (1) evening parent-teacher conference per conference cycle.
3. Teachers will attend four (4) Parent-Teacher functions in addition to parent-teacher conferences. Open House/Meet the Teacher may count as one of the functions.

F. 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 A6) and submit it to the Site Administrator or Department Supervisor for review of the conduct of concern. Sexual Harassment complaints are covered by Governing Board Policy ACA.

G. PERSONNEL FILES

1. 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.
2. 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.).

H. COMMUNICATIONS/TECHNOLOGY

In an effort 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.

* * * *

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.

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-/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 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.

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. PREPARATION DAY

The purpose of the Preparation Day is to allow certified classroom teachers, including special area teachers, a day to attend to professional duties. Each certified classroom teacher will be allowed one (1) Preparation Day during the school year.

The following guidelines will apply to the Preparation Day.

1. The certified teacher will schedule the Preparation Day either using the Absence Reporting System (AESOP) no less than five (5) working days prior. All Preparation Days must be pre-approved by the Site Administrator. The Preparation Day may be scheduled up to February 28th of each school year.
2. Once the Preparation Day is approved, the certified teacher will enter the requested day into the absence reporting system no less than two (2) working days prior to the Preparation Day.
3. The certified teacher will report to a site that has been mutually agreed upon by the teacher and site administrator.
4. If the certified teacher does not work at his/her primary work site, he/she will provide documentation to show he/she worked the required hours for his/her duty day.

The following days are exempt from Preparation Days:

- a. Anytime that students do not attend

- b. First week students attend
 - c. Two days prior to and one day following a holiday
5. A substitute teacher will be provided for the certified teacher. A substitute plan will be provided by the certified teacher to cover the day's lessons. In the event a substitute is not secured, the certified teacher may need to re-schedule the Preparation Day.
 6. The site administrator will determine the maximum number of Preparation Days scheduled on any one day depending on site and programmatic needs.
 7. Preparation Days are not transferable and do not carry over to subsequent school year(s).

M. SABBATICAL LEAVE

1. Sabbatical leave 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 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. SPECIAL PURPOSE LEAVE

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.

O. 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 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.

P. 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.
4. 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. PROFESSIONAL GROWTH

1. General Regulations

- a. All courses taken for professional growth salary credit are subject to course content approval.
- b. In-service hours conversion will be fifteen (15) contact (clock) hours equals one (1) credit hour.
- c. All professional growth credits will be evaluated on the basis of their expected contribution to the improvement of instruction and the District's programmatic needs.
- d. When applying for credits over and above a degree, the hours must have been completed since conferral of said degree.
- e. Courses taken while on sabbatical or educational leave may be pre-approved for professional growth when the courses:
 - (1) are part of an approved course of study for advanced degree; and
 - (2) are approved in advance by the Executive Director of Teaching & Learning.
- f. Professional growth movement on the salary schedule will be limited in one (1) contract year to no more than one (1) step horizontally. An exception to this provision will be the conferral of a degree, which may require movement of more than one (1) horizontal step.
- g. Professional growth credit will not be approved for attendance of classes or workshops:
 - 1. held during the teacher's scheduled workday; or
 - 2. for which the District pays any cost for tuition, fees registration, substitutes, or other release time costs.
- h. Professional growth credit will not be granted for duplicate workshops.
- i. The Professional Growth Committee will review all applications for professional growth credit to determine that all criteria, including timelines, official transcripts, grade verification, and all other requirements have been satisfied.
- j. Teachers holding only alternative certification or intern certification are not eligible for professional growth consideration until a valid, renewable Arizona teaching certificate is obtained.

2. Procedure for Approval of College Courses

- a. In order to be considered for approval for professional growth credit, college courses must be of a nature that will improve the employee's service to the District, in particular:
 - (1) skills directly related to the employee's current certification, subject area, endorsement, and/or assignment;
 - (2) skills directly related to special needs of the District;
 - (3) increased knowledge and understanding of elementary or middle school education;

(4) increased knowledge and understanding of children as members of a modern, multicultural society; and
(5) courses in educational philosophy, curriculum, administration, supervision, classroom management, guidance and counseling which will result in a better understanding of education and the educational process.

- b. Graduate level courses must be taken at an institution of higher education which is accredited by a nationally recognized accreditation association. International accredited coursework must be translated into English with a credential evaluation, at the expense of the employee.
- c. Completion of course work or conferral of a degree must be verified by an original grade slip or a transcript with the institution's official seal.
- d. All courses approved for professional growth credit must have an earned grade of "C" or better.
- e. Courses that are designed to meet the basic certification requirements for the position the teacher is filling, whether they are undergraduate or graduate level, are not eligible for professional growth credit.
- f. The committee may require specific information in regard to courses such as "Applied Projects" or "Independent Study".

3. Teachers New to the District

- a. Teachers beginning employment in the District will be evaluated for credit hours and experience and placed on the New Hire Formula by the Executive Director of Human Resources or designee at the time of employment.
- b. Approval will not be given for courses required for original teaching certification. Original certification will be defined to mean the teaching certification required for initial employment with the District.
- c. Courses completed more than ten (10) years prior to employment will not be approved unless the courses are applicable to the current curriculum and/or methods in the teacher's projected assignment. The professional growth committee will review and approve all such course work.

4. Timelines for Application for Approval of Professional Growth Credit

- a. **By January 15**, submit Notice of Intent. "Notices of Intent" are to be submitted by January 15 by employees who expect to complete the required number of credits for horizontal movement on the salary schedule for the succeeding contract year. This notice is required for budget planning purposes.
- b. **By June 30** – Submit Verification of Course Work Completed to date.
- c. By September 1 - submit verification of all course work completed (summer sessions).
- d. Contract rewrites including retroactive adjustments will be completed two (2) months after official verification has been received by the human resources division.

5. Deadline for Submitting Official Verification

The deadline for submitting official verification of all approved course work completed to qualify for Educational Attainment for the current contract year is **September 1**. To be eligible for salary increases for the current year, coursework must be completed by **August 30** and all

official transcripts and supporting documentation must be submitted to the Teaching & Learning Division no later than 4:30 PM on **September 1**.

6. 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.

7. Appeal Procedure

- a. Employees have a right to request a review of a decision in regard to 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 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

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. WORK BEYOND

1. Teachers will be compensated for District-sanctioned activities performed beyond the normal workday and outside the scope of this agreement. The compensation for work beyond will be the rate approved in the certified salary schedule.
2. All beyond contract activities must receive prior approval by the site/department administrator/supervisor.

D. IN-DISTRICT TRAVEL

All teachers who are required to travel in the performance of their job responsibilities will receive a travel allowance.

The amount of travel allowance will be determined by using the State Department of Revenue mileage reimbursement rate upon presentation of mileage documentation.

E. STIPENDS

1. Stipend Eligibility

Stipends are additional contract payments. The Stipend Schedule may be found on the District's website under the Human Resources Department.

2. Teachers with ESL/Bilingual Endorsements

Classroom Teachers eligible for the ESL/Bilingual stipend must have a current Arizona Department of Education ESL/Bilingual endorsement and must meet the programmatic needs of the district as it relates to the Office for Civil Rights (OCR).

- a. Classroom teachers providing OCR instruction will receive the ESL/Bilingual stipend. The stipend will be paid in accordance with the Stipend Schedule. Verification of teacher assignment will be completed by the Department of Federal Programs.
- b. A stipend will be paid to teachers teaching the 45-minute mandatory OCR ELL class period (KNDG 30 min). The allocation is for teachers providing OCR instruction and creating a Written Individual Compensatory Instruction Plan (WICIP) for those students.
- c. School site administrator will verify ESL/Bilingual endorsement with the Office of Human Resources.
- d. Stipends will be paid based on the 40 day verification of OCR class periods. Payments will be made no later than pay period 15.
- e. Classroom teachers and administrators must adhere to the guidelines (verification of endorsement, class list, schedule, site administrator verification, and minimum class size) established by Federal Programs in order to receive the stipend.
- f. The guidelines established by the Department of Federal Programs may be amended as required by OCR.

3. Teachers with Exceptional Student Services (ESS) Endorsements

Exceptional Student Services Teachers referred to in this section must hold, and continue to

hold, an Arizona Provisional or Standard Special Education Certificate with appropriate Cross-Categorical, Specific Learning Disability (SLD), Mild Intellectual Disability (MIID), or Moderate Intellectual Disability (MOID) endorsements in order to qualify for the special education stipends.

- a. ESS Resource Classroom Teachers, who have received prior approval from the Director of ESS, will receive a stipend as specified in the Stipend Schedule. Children in resource classrooms typically have one (1) or more Disabilities
- b. ESS Teachers of Self-Contained Classrooms for children with mild to moderate Disabilities, who have received prior approval from the Director of ESS, will receive a stipend as specified in the Stipend Schedule.
- c. ESS Self-Contained Classroom Teachers with children with Severe Disabilities such as MOID, Autism, ED-P, PSL, PMD, SID and MDSSI who have received prior approval from the Director of ESS, will receive a stipend as specified in the Stipend Schedule

4. National Board Certification

Certified employees who are proven National Board Certified will receive a stipend as specified in the Stipend Schedule each year they are employed in their area of National Board Certification or in an approved area which meets the programmatic needs of the district.

F. COMPENSATION FOR USE OF TEACHER PREPARATION TIME

Upon prior approval of the site administrator, a teacher who is called upon to substitute teach during his/her designated preparation period will receive compensation at the current work-beyond rate.

ARTICLE V

SECTION I. GRIEVANCE PROCEDURES

The Governing Board authorizes the Superintendent to establish an Administrative Regulation that will include grievance procedures designed to resolve Grievances in a timely manner and at the lowest possible administrative level. The Superintendent is authorized to determine whether a complaint is a Grievance for purposes of this Policy. The procedures shall provide for discretionary Board review of any grievance that is not resolved at the administrative level. Any decision made by the Governing Board is final.

A. PURPOSE

Effective communication between District employees, their direct or indirect supervisors and the Board is essential for effective District and school operations. To that end, the District seeks to provide employees with a fair and efficient means of resolving complaints pertaining to an employee's terms and conditions of employment.

B. DEFINITION

1. Abuse of Process. A Grievant shall not submit a frivolous Grievance or a complaint concerning a matter that has already been resolved through the grievance process or other review or appeal process. Further, a Grievant shall not file a Grievance containing allegations that Grievant knows to be false. Any such abuse of the Grievance Process shall be considered misconduct to be handled in accordance with District Policy GCQF or Policy GDQD.
2. Acceptance of Decision. A Grievant's failure 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 no further action on the Grievance shall be taken by the supervisor or Superintendent, unless upon mutual agreement of the Grievant and supervisor or Superintendent.
3. Applicability. This Regulation applies to Grievances submitted pursuant to District Policy GBK.
4. Board and Superintendent Jurisdiction. The filing or pendency of any Grievance Complaint shall not impede, delay, or otherwise interfere with Governing Board's or the Superintendent's ability to take actions within their respective jurisdictions.
5. Days. The word "days" in this Regulation means any day in which the District or School Administrative Offices conduct business.
6. Excluded Complaints - The following types of complaints shall not be considered a Grievance for purposes of this Policy:
 - a. Any matter for which the method of review or appeal is prescribed by law or other District Policy or Administrative Regulation.

- b. Any matters relating to the District's student and other instructional Policies or Administrative Regulations (e.g. Policies and Administrative Regulations within Section I and J of the District's Policy Manual).
 - c. Non-disciplinary and disciplinary actions taken pursuant to District Policy GCQF or Policy GDQD, including but not limited to non-renewal or dismissal from employment.
 - d. Performance evaluations and improvement plans.
 - e. Assignments, reassignments or transfers, unless there is a reduction in annual salary or hourly rate. In such cases, a grievance shall be submitted to the Superintendent and shall not be subject to Board review unless upon Superintendent request.
 - f. Any matter for which no review or appeal is permitted by law or by the terms of the District Policy or Administrative Regulation.
 - g. Any matter in which the Governing Board is not authorized to act.
7. Governing Board Involvement. Neither a Grievant nor a supervisor shall communicate directly with the Governing Board unless/until the matter is presented to the Governing Board at Level IV of the grievance procedure. That said, the Superintendent may keep the Board generally apprised of the filing of employee grievances and their procedural status.
 8. Grievance – An assertion by a Grievant that the Grievant has been directly and negatively affected by a decision of a supervisor that the Grievant believes violates the employee's terms and conditions of employment and that is not excluded as a Grievance in this Policy.
 9. Grievance Forms. Grievance forms are available through the HR Department or in the District's employee portal.
 10. Grievance Records. Records pertaining to a Grievance Complaint shall not be maintained in a Grievant's personnel file but shall be maintained in the Human Resources offices.
 11. Grievant – A District employee or group of employees.
 12. Informal Discussion. During any level of the formal grievance procedure, the Grievant and relevant supervisor(s) may engage in one or more informal discussions to resolve a Grievance.
 13. Information and Records. The Administration shall cooperate with a Grievant in the investigation of a Grievance. Upon request, the Administration shall provide a Grievant, as legally permissible, with relevant and available information or documentation. The District reserves the right to require that the Grievant complete a public records request prior to fulfilling a request for records and reserves the right to redact records in accordance with applicable laws.
 14. Non-Retaliation. No retaliation will be taken against the Grievant, a supervisor, the Superintendent or other employees because of the employee's participation in the grievance process. However, disciplinary action may be taken as an outcome of the grievance process or in response to retaliation or abuse of the grievance process.

15. Privacy. All meetings held pursuant to this Regulation shall be conducted in a private setting to the extent possible, except when otherwise mandated by Open Meeting Law.
16. Release from Duty. The Administration is may release a Grievant or other District employee from their regular job duties if deemed necessary to conduct an investigation or for meetings held pursuant to this Regulation.
17. Representation. At each level, the Grievant may be accompanied to meetings held with the applicable supervisor and/or Superintendent by an REA officer or REA representative or another non-relative District employee. The Grievant shall notify the supervisor or Superintendent in advance of any scheduled meetings of the name and position of the person that will accompany Grievant. With prior notice and approval of the supervisor or Superintendent, the Grievant may be accompanied by an attorney. In such cases, the supervisor or Superintendent may have an attorney present as well. A supervisor or the Superintendent shall be provided the opportunity to present his/her position in the same manner as the Grievant in any meeting held pursuant to this Regulation.
18. Respondent – The supervisor(s) about whom a Grievance is filed.
19. Terms and Conditions of Employment - Employment compensation, fringe benefits, or Board adopted personnel policies that directly affect the Grievant.
20. Timeliness of Process. Because it is important that Grievances be processed as promptly as possible, the number of days indicated at each grievance level should be considered as a maximum and every effort should be made to adhere to the stated timeline. However, because some Grievances may require a supervisor or the Superintendent to conduct research, consult with others, investigate a matter, prepare a lengthy response or when the Grievance is submitted at a time that a supervisor has other responsibilities that require the supervisor's or Superintendent's immediate attention, the time frames referenced below for a decision may be reasonably extended as needed for good cause. In such cases, the supervisor or Superintendent shall inform the Grievant of the expected date by which a meeting will be held or a decision will be provided to the Grievant. In no case shall the supervisor delay the response without good cause to do so.
21. Withdrawal of Grievance. A Grievant may withdraw a Grievance at any level.

C. PROCEDURE

1. Informal Grievance Procedure

- a. The Grievant shall attempt to timely resolve the grievance through one or more informal conferences with the Grievant's immediate supervisor prior to initiating the formal Grievance Procedure. An employee's failure to initiate the grievance procedure within fifteen (15) days of the date the employee knew or should have known of the circumstances upon which the grievance shall constitute a waiver of the grievance process. Grievant shall be expected to provide the supervisor with verbal and/or written explanation of the specific terms and conditions of employment allegedly violated.

- b. The supervisor shall provide the Grievant with a written decision regarding the Grievance in a prompt and reasonable time frame.

2. Formal Grievance Procedure

If the Grievant is not satisfied with the outcome of the informal discussion of the Grievance or the supervisor refuses to participate in informal discussions with the Grievant, the Grievant may proceed with the formal grievance procedure.

3. Level I Grievance Process – Grievant’s Supervisor

- a. A Level 1 Grievance shall be submitted in writing to the supervisor within five (5) days following the Grievant’s receipt of the supervisor’s written decision resulting from the informal grievance procedure.
- b. The Level 1 Grievance shall be dated and signed by the Grievant and include the following information:
 - o The Grievant’s position and work location.
 - o The Respondent’s name and position (the supervisor(s) against whom the Grievance is filed).
 - o A clear, concise statement of the facts giving rise to the Grievance.
 - o The specific terms and conditions of employment allegedly violated.
 - o An explanation of why the outcome of the informal grievance procedure is not acceptable.
 - o The Grievant’s specific proposed resolution or remedy(ies).
- c. The supervisor shall communicate a decision to the employee in writing within five (5) days after receiving the formal Grievance.

4. Level II Grievance Process – Next Level Supervisor or HR Designee

- a. If the Grievant is not satisfied with Level I decision, the Grievant may appeal the decision to the next level supervisor. If the Level I decision is made by the Superintendent, the Level II decision shall be submitted to the Governing Board.
- b. A Level II Grievance shall be submitted in writing to the next level supervisor and the Executive Director of Human Resources within five (5) days following the Grievant’s receipt of the Level I decision. The Grievant shall include a copy of the Level I Grievance and the Level I decision.
- c. The Executive Director of Human Resources shall determine whether the next level supervisor or the HR Department will be responsible for processing a Level II Grievance.
- d. Within seven (7) days after the receipt of the Level II grievance, the designated supervisor or HR Department designee shall meet with the Grievant to discuss the Complaint. The Grievant shall be provided at least two (2) days’ notice of the meeting date and time.
- e. The Grievant shall be provided with a written decision within five (5) days after the Level II meeting has occurred.

5. Level III Grievance Process – Superintendent Review

- a. If the Grievant is not satisfied with Level II decision, the Grievant may appeal the decision to the Superintendent. If the Level II decision is made by the Superintendent, the Level III decision shall be submitted to the Governing Board.
- b. A Level III Grievance shall be submitted in writing to Superintendent within five (5) days following the Grievant's receipt of the Level II decision. The Grievant shall include a copy of the Level I and Level II Grievance documents.
- c. Within seven (7) days after the receipt of the Level III grievance, the Superintendent shall meet with the Grievant to discuss the Grievance. The Grievant shall be provided at least two (2) days' notice of the meeting date and time.
- d. The Superintendent shall communicate a decision to the Grievant in writing within five (5) days after the Level III meeting has occurred.

6. Level IV Grievance Process - Discretionary Governing Board Review

- a. If the Grievant is not satisfied with Level III decision, the Grievant may appeal the decision to the Governing Board, by submitting such an appeal to the Superintendent within five (5) days following the Grievant's receipt of the Level III decision.
- b. The Superintendent shall notify the Governing Board of the Level IV appeal.
- c. The Governing Board may convene an executive session pursuant to A.R.S. 38-431.03(A)(1) to review the Grievance record and discuss the same as permitted by law. The Governing Board may also convene an executive session for legal advice as permitted by law.
- d. The Governing Board shall decide in the open meeting whether to accept or reject the appeal request.
- e. If the Governing Board rejects the appeal request, the Level III decision shall be considered affirmed.
- f. If the Governing Board accepts the appeal request, it shall schedule a time at a future Board meeting to provide each party with the opportunity to make a statement to the Board. No new information or documentation shall be submitted to the Board unless mutually agreed upon by the Superintendent and Grievant.
- g. The Governing Board shall render its decision on the Grievance Complaint in the open meeting. The Board may affirm, overturn or modify the Level III decision. The decision of the Governing Board is final.

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. Assignment. A change in task or work duties as part of the employee's job or position for a subsequent fiscal or school year. For teachers, a change in the teacher's grade level or subject area is included in the definition of assignment.
2. Reassignment. A reassignment is an assignment that is changed during the fiscal or school year.
3. Transfer. A change in an employee's work location or department during the fiscal or school year or for a subsequent fiscal or school year.
4. District Initiated Transfer. A transfer that is initiated by the Superintendent or designee.
5. Employee Initiated Transfer. A transfer that is initiated by the employee.
6. Professional Staff. For purposes of this Regulation, professional staff includes teachers, other certificated employees and those employed as administrators (certificated or non-certificated).
7. Days. The word "days" in this Regulation means any day in which the District or School Administrative Offices conduct business. "School days" means days that students are present for instruction.

Assignments, Reassignments and Transfers

These terms reflect changes that are initiated for reasons that include, but are not limited to, the following:

- Vacancies that must be filled.
- Changes in student enrollment at a school or in a program and/or projected changes in enrollment.
- Programmatic needs.
- Staffing needs.
- To improve working relationships or work environments.
- To accommodate employee requests and/or needs.

Employees will be notified of their assignments for the coming school year by May 15. The notice will include the school(s)/worksite(s), grade level, and subject, if applicable.

Vacant Positions

In the case of vacancies in new or existing positions for the next fiscal or school year, first consideration will be given to qualified applicants among current employees.

Vacancies shall be posted internally only for a period of five (5) days. All qualified employees may apply to fill the vacant position.

When a vacancy remains unfilled after the completion of the internal posting process, the position will be posted internally/externally.

B. DISTRICT INITIATED TRANSFER

1. Pre-Transfer Process for District Initiated Transfers or Assignments

When it becomes evident that a District initiated transfer, assignment or reassignment is necessary, the Human Resources Division will determine if it is appropriate, feasible and in the best interest of the District to allow interested and qualified employees to volunteer for the transfer or change in assignment. If so, the Human Resources Division will provide notice of the same to provide employees with an opportunity to confirm their interest in volunteering for a change in transfer and assignment.

No employee shall have the right to grieve or appeal the decision of the Human Resources Director to make District initiated transfers or assignments without first seeking volunteers.

2. Transfer Process for District Initiated Transfers

The Human Resources Division shall notify an employee's supervisor when a decision to initiate a transfer has occurred. The employee's supervisor shall then meet with the employee to provide the employee with personal notice of the transfer.

The Human Resources Division shall notify an employee in writing of a District initiated transfer. The notice may be sent via email, hand-delivery with an acknowledgment of receipt, or by certified mail, addressed to the employee at his or her mailing address on file with the District.

The District will provide the employee with the necessary equipment, materials and/or personnel assistance to move to the employee's new work site.

For District initiated transfers of teachers that occur during the school year, the teacher shall be offered up to three (3) school days to be relieved of the teacher's regular teaching duties to prepare for the transfer and organize the new classroom.

The District will endeavor, but cannot guarantee, that a teacher will not be subject to a District initiated transfer more than once during a three-year period.

For transfers that are made over the summer or otherwise made when an employee is not working pursuant to their employment contract, the employee shall be provided written notice of the transfer by certified mail, addressed to the employee at his or her mailing address on file with the District.

In accordance with A.R.S. 15-537, a teacher who has been employed by the District for the major portion of three (3) or more consecutive school years and who is currently designated in the lowest performance classification for two (2) consecutive school years shall not be transferred

as a teacher to another school in the District unless the District has issued a preliminary notice of inadequacy of classroom performance and a performance improvement plan for the teacher and the Governing Board has approved the new placement as in the best interests of the pupils in the school. Following a transfer under this provision, a teacher who continues to be designated in one (1) of the two (2) lowest performance classifications shall not be permitted to transfer to another school. A teacher shall not be transferred more than once under the provisions of this paragraph.

3. Appeal Process for District Initiated Transfers

Teachers may appeal a District initiated transfer as follows:

- The teacher shall utilize the District's Transfer Appeal form to submit his or her notice of appeal. The appeal shall be submitted within two (2) days of the date the teacher was notified of the transfer.
- The Human Resources Division shall promptly acknowledge receipt of the appeal and schedule a meeting with the Executive Director of Human Resources to discuss the appeal.
- The Executive Director of Human Resources shall notify the teacher of the outcome of the appeal process within three (3) days of the appeal meeting, unless additional time to provide such notice is needed for good cause shown. The decision of the Executive Director of Human Resources is final.
- The teacher shall not be transferred pending the outcome of the appeal process.

C. EMPLOYEE INITIATED TRANSFER

1. Transfer Process for Employee Initiated Transfers

Employees may initiate a transfer to a vacant position for which they qualify or for which they will qualify the following fiscal or school year.

Generally, employee initiated transfers within the same fiscal or school year will not be approved.

Employees may initiate a transfer by submitting a Request for Personnel Action form (RPA) to the Human Resources Division

For a teacher-initiated transfer that occurs during the school year, the teacher shall be offered up to three (3) work days to be relieved of the teacher's regular teaching duties to prepare for the transfer and organize the new classroom.

To ensure continuity during the first three (3) years of employment, employee-initiated transfers of probationary teachers shall not be permitted except by permission of the Superintendent.

The Human Resources Division shall notify an employee and the employee's supervisor of the approval of the transfer request within five (5) days of the date the decision is made.

The Human Resources Division shall notify an employee of the denial of the transfer request and include a brief explanation for the denial within five (5) days of the date the decision is made.

For transfers that are made over the summer or otherwise made when an employee is not working pursuant to their employment contract, the employee shall be provided written notice of the transfer by certified mail, addressed to the employee at their mailing address on file with the District.

An employee may rescind the employee-initiated transfer request by notifying the Human Resources Division two (2) days of the date the transfer was approved.

2. Limits on Right to Grieve or Appeal Transfer Decisions and Assignments

Teachers shall have no right to use the District's grievance procedures to grieve a District initiated transfer decision.

Professional staff other than teachers shall have no right to appeal or use the District's grievance procedures to challenge a transfer decision.

No employee shall be entitled to appeal or use the District's grievance procedures to challenge a change in assignment.

ARTICLE VII

REDUCTION IN FORCE

A. STAFF REDUCTION /SALARY REDUCTION

Staff Reductions will be made to conform to legal requirements as outlined in the Arizona Revised Statutes, Title 15, A.R.S. 15-544. - Limitations on Reduction of Salaries or Personnel

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APPENDIXES

CERTIFIED TEACHER SALARY SCHEDULE
2022-2023

215 Days (New Hire Teachers) | 210 Days (Continuing Teachers)

NEW HIRE SALARY FORMULA

Step	BA	BA+15	BA+30/ MA	BA+45/ MA+15	BA+60/ MA+30	MA+45	MA+60/ Ed.S	Doctorate
0	\$46,750	\$47,750	\$48,750	\$49,750	\$50,750	\$51,750	\$52,750	\$53,750
1	\$47,500	\$48,500	\$49,500	\$50,500	\$51,500	\$52,500	\$53,500	\$54,500
2	\$48,250	\$49,250	\$50,250	\$51,250	\$52,250	\$53,250	\$54,250	\$55,250
3	\$49,000	\$50,000	\$51,000	\$52,000	\$53,000	\$54,000	\$55,000	\$56,000
4	\$49,750	\$50,750	\$51,750	\$52,750	\$53,750	\$54,750	\$55,750	\$56,750
5	\$50,500	\$51,500	\$52,500	\$53,500	\$54,500	\$55,500	\$56,500	\$57,500
6	\$51,250	\$52,250	\$53,250	\$54,250	\$55,250	\$56,250	\$57,250	\$58,250
7	\$52,000	\$53,000	\$54,000	\$55,000	\$56,000	\$57,000	\$58,000	\$59,000
8	\$52,750	\$53,750	\$54,750	\$55,750	\$56,750	\$57,750	\$58,750	\$59,750
9	\$53,500	\$54,500	\$55,500	\$56,500	\$57,500	\$58,500	\$59,500	\$60,500
10	\$54,250	\$55,250	\$56,250	\$57,250	\$58,250	\$59,250	\$60,250	\$61,250
11	\$55,000	\$56,000	\$57,000	\$58,000	\$59,000	\$60,000	\$61,000	\$62,000
12	\$55,750	\$56,750	\$57,750	\$58,750	\$59,750	\$60,750	\$61,750	\$62,750
13	\$56,500	\$57,500	\$58,500	\$59,500	\$60,500	\$61,500	\$62,500	\$63,500
14	\$57,250	\$58,250	\$59,250	\$60,250	\$61,250	\$62,250	\$63,250	\$64,250
15	\$58,000	\$59,000	\$60,000	\$61,000	\$62,000	\$63,000	\$64,000	\$65,000
16	\$58,750	\$59,750	\$60,750	\$61,750	\$62,750	\$63,750	\$64,750	\$65,750
17	\$59,500	\$60,500	\$61,500	\$62,500	\$63,500	\$64,500	\$65,500	\$66,500

* This Salary Schedule includes up to \$4,500 of Classroom Site Funding. The amount is subject to adjustment pending funding by state.

EXPERIENCE CREDIT FOR NEW HIRES: New hire experience credit is given for up to 17 years of prior 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.

WORK BEYOND CONTRACT PAY: Work beyond contract pay for special interest and other activities shall be at the hourly rate of \$27

HOLIDAY SCHEDULE & SCHOOL RECESS: Based on the master calendar adopted by the Governing Board.

**CERTIFIED COACH SALARY SCHEDULE
2022-2023
230 Days**

NEW HIRE SALARY FORMULA

Step	BA	BA+15	BA+30/ MA	BA+45/ MA+15	BA+60/ MA+30	MA+45	MA+60/ Ed.S	Doctorate
0	\$50,500	\$51,500	\$52,500	\$53,500	\$54,500	\$55,500	\$56,500	\$57,500
1	\$51,250	\$52,250	\$53,250	\$54,250	\$55,250	\$56,250	\$57,250	\$58,250
2	\$52,000	\$53,000	\$54,000	\$55,000	\$56,000	\$57,000	\$58,000	\$59,000
3	\$52,750	\$53,750	\$54,750	\$55,750	\$56,750	\$57,750	\$58,750	\$59,750
4	\$53,500	\$54,500	\$55,500	\$56,500	\$57,500	\$58,500	\$59,500	\$60,500
5	\$54,250	\$55,250	\$56,250	\$57,250	\$58,250	\$59,250	\$60,250	\$61,250
6	\$55,000	\$56,000	\$57,000	\$58,000	\$59,000	\$60,000	\$61,000	\$62,000
7	\$55,750	\$56,750	\$57,750	\$58,750	\$59,750	\$60,750	\$61,750	\$62,750
8	\$56,500	\$57,500	\$58,500	\$59,500	\$60,500	\$61,500	\$62,500	\$63,500
9	\$57,250	\$58,250	\$59,250	\$60,250	\$61,250	\$62,250	\$63,250	\$64,250
10	\$58,000	\$59,000	\$60,000	\$61,000	\$62,000	\$63,000	\$64,000	\$65,000
11	\$58,750	\$59,750	\$60,750	\$61,750	\$62,750	\$63,750	\$64,750	\$65,750
12	\$59,500	\$60,500	\$61,500	\$62,500	\$63,500	\$64,500	\$65,500	\$66,500
13	\$60,250	\$61,250	\$62,250	\$63,250	\$64,250	\$65,250	\$66,250	\$67,250
14	\$61,000	\$62,000	\$63,000	\$64,000	\$65,000	\$66,000	\$67,000	\$68,000
15	\$61,750	\$62,750	\$63,750	\$64,750	\$65,750	\$66,750	\$67,750	\$68,750
16	\$62,500	\$63,500	\$64,500	\$65,500	\$66,500	\$67,500	\$68,500	\$69,500
17	\$63,250	\$64,250	\$65,250	\$66,250	\$67,250	\$68,250	\$69,250	\$70,250

EXPERIENCE CREDIT FOR NEW HIRES: New hire experience credit is given for up to 17 years of prior 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.

WORK BEYOND CONTRACT PAY: Work beyond contract pay for special interest and other activities shall be at the hourly rate of \$27

CELL PHONE ALLOWANCE: A cell phone allowance of \$480 annually shall be provided for positions requiring after-hours communications.

TRAVEL ALLOWANCE: A travel allowance shall be paid at the rate of \$1,500 Annual for job-related travel in personal vehicles for positions requiring frequent in-district travel.

HOLIDAY SCHEDULE & SCHOOL RECESS: Based on the master calendar adopted by the Governing Board.

DISTRICT LEVEL COACHES: 12-month position with annual salary computed based on daily rate.

**CERTIFIED NON-TEACHER SALARY SCHEDULE
2022-2023
210 Days**

NEW HIRE SALARY FORMULA

Step	SLPA OTA PTA (AA)*	Districtwide Nurse (LPN) (AA) *	SLP * OT ** PT **	Counselor/ Social Worker **	Districtwide Nurse (RN) ***
0	\$44,250	\$37,250	\$64,250	\$47,250	\$47,250
1	\$45,000	\$38,000	\$65,000	\$48,000	\$48,000
2	\$45,750	\$38,750	\$65,750	\$48,750	\$48,750
3	\$46,500	\$39,500	\$66,500	\$49,500	\$49,500
4	\$47,250	\$40,250	\$67,250	\$50,250	\$50,250
5	\$48,000	\$41,000	\$68,000	\$51,000	\$51,000
6	\$48,750	\$41,750	\$68,750	\$51,750	\$51,750
7	\$49,500	\$42,500	\$69,500	\$52,500	\$52,500
8	\$50,250	\$43,250	\$70,250	\$53,250	\$53,250
9	\$51,000	\$44,000	\$71,000	\$54,000	\$54,000
10	\$51,750	\$44,750	\$71,750	\$54,750	\$54,750
11	\$52,500	\$45,500	\$72,500	\$55,500	\$55,500
12	\$53,250	\$46,250	\$73,250	\$56,250	\$56,250
13	\$54,000	\$47,000	\$74,000	\$57,000	\$57,000
14	\$54,750	\$47,750	\$74,750	\$57,750	\$57,750
15	\$55,500	\$48,500	\$75,500	\$58,500	\$58,500
16	\$56,250	\$49,250	\$76,250	\$59,250	\$59,250

* Educational Attainment I – Credits beyond an AA will be compensated upon completion of a BA+15.

** Educational Attainment II

*** Educational Attainment III

EDUCATIONAL ATTAINMENT I, II & III

EDUCATION LEVEL I	
BA + 15	\$1,000
BA + 30 / MA	\$2,000
BA + 45 / MA + 15	\$3,000
BA + 60 / MA + 30	\$4,000
MA + 45	\$5,000
MA + 60 / Ed.S.	\$6,000
DOCTORATE	\$7,000

EDUCATION LEVEL II	
MA	\$2,000
MA + 15	\$3,000
MA + 30	\$4,000
MA + 45 / Ed.S.	\$5,000
MA + 60	\$6,000
DOCTORATE	\$7,000

EDUCATION LEVEL III	
RN + 15	\$1,000
RN + 30 / BS	\$2,000
RN + 45 / BS + 15	\$3,000
RN + 60 / BS + 30	\$4,000
BS + 45	\$5,000
BS + 60	\$6,000

EXPERIENCE CREDIT FOR NEW HIRES: New hire experience credit is given for up to 16 years of prior 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.

TRAVEL ALLOWANCE: \$1,500 Annual for travel, provided the employee is assigned to multiple schools.

CELL PHONE ALLOWANCE: A cell phone allowance of \$480 annually shall be provided.

WORK BEYOND CONTRACT PAY: Work beyond contract pay for special interest and other activities shall be at the hourly rate of \$27

HOLIDAY SCHEDULE & SCHOOL RECESS: Based on the master calendar adopted by the Governing Board.

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.rsd66.org.

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: _____

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