

Mingus Union High School District

Personnel Handbook 2023-24



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INTRODUCTION

The purpose of this handbook is to provide information that will help answer questions and pave the way for a successful year. Not all district policies and procedures are included.

This handbook is neither a contract nor a substitute for the official district policy manual. Nor is it intended to alter the at-will status of non-contract employees in any way. Rather, it is a guide to, and a brief explanation of district policies and procedures related to employment. These policies and procedures can change at any time; these changes shall supersede any handbook provisions that are not compatible with the change. For more information, employees may refer to the policy codes that are associated with handbook topics, confer with their supervisor, or call the District Office. The most efficient access to our District Policy Manual is via PolicyBridge services, provided to us by the Arizona School Boards Association at:

<https://policy.azsba.org/asba/browse/allmanuals/welcome/root>

Vision and Values - Every Student Celebrated. Every Student Prepared.

Mingus Union High School is a professional learning community which aspires to:

- Develop creative, innovative thinkers and problem-solvers;
- Practice honesty, integrity, social responsibility, accountability and respect for themselves and others;
- Develop an appreciation of diverse cultures and perspectives;
- Meet the academic and personal needs of all students; and
- Be supportive and active members of the community.

Expected Learning Outcomes

Mingus Union High School educates every student to become:

Self-directed learners who:

- Produce quality, authentic work
- Organize and manage time efficiently
- Learn and apply goal setting strategies that support educational and career goals
- Assume responsibility and ownership for their learning

Critical thinkers who:

- Exhibit in-depth knowledge across disciplines
- Synthesize multiple sources of information
- Solve problems independently and collaboratively
- Reflect on and analyze learning experience

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Effective communicators who:

- Demonstrate competency in reading, writing, speaking, and active listening.
- Utilize technology to complement their knowledge
- Express ideas and information confidently and creatively
- Develop positive and contributing interpersonal skills

Responsible citizens who:

- Demonstrate personal integrity and responsibility for decisions and actions
- Recognize and understand current local and global issues
- Develop respect for diverse cultures
- Actively contribute within their community

Governing Board Members

Mr. Austin Babcock – Member
Ms. Misty Cox – Member
Ms. Lori Drake – President

Mr. Anthony Lozano – Member
Ms. Carol Anne Teague – Vice-President

Administration

Superintendent
Finance Director
Principal
Assistant Principal/Test Coordinator
Dean of Students
Director of Intervention
Director of Student Support Services
Athletics and Activities Director
CTE Director
Special Education Director

Mike Westcott
Lynn Leonard
Genie Gee
Shannon Anderson
Katherine Forbes
Dave Beery
Gretchen Wesbrock
Yancey DeVore
Ralph Fobair
Chad Scott

Support Staff

Administrative Assistant to the Superintendent
Principal's Secretary
Activities Secretary
Attendance Office
Registrar
Equipment and Facilities Technician
Special Education Secretary
ELL Programs

Shellie Phillips
Bridget Hillman
Christina Montiel
Olivia Hillman
Jennifer Argaez
Heather Robertson
Connie Calhoon
Julie Heal

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Payroll Specialist
Accounts Payable
AzEDS/PowerSchool Data Coordinator
Student Accounts Manager
Nutrition Services Director

Jennifer Reed
Crystal Lopez
Dee Belzer
Eunice Bailey
Mary Lou Lopez

EMPLOYMENT

Equal Employment Opportunity Statement

Policies AC & GBA

It is and shall continue to be the policy of the Mingus Union High School District that all persons are entitled to equal employment opportunity regardless of race, color, religion, sex, national origin, ancestry, socioeconomic status, marital status, age, real or perceived sexual orientation and handicaps or membership in legally constituted organizations.

Discrimination against an otherwise qualified individual with a disability or any individual by reason of race, color, religion, sex, age, national origin, and real or perceived sexual orientation, or gender identification is prohibited. Efforts will be made in recruitment and employment to ensure equal opportunity in employment for all qualified persons.

In compliance with the provisions of all-applicable State and Federal civil rights laws, every effort will be made to employ the most qualified individuals without regard to the above factors. Any employee or job applicant who has questions concerning this policy should bring it to the attention of the district's Human Resource Office.

Job Vacancy Announcements

Policy GCA

All job vacancies will be posted on the Mingus Union High School Website and updated on a weekly basis by the District Office.

Certified Employment Status

Policy GCJ

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

Continuing teacher means:

- A certificated teacher who had been and is currently employed by the District for the major portion of three (3) consecutive school years, and;
- Who has not been designated in the lowest performance classification for the previous school year or who has not regained continuing status after being designated as a probationary teacher.

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A continuing teacher becomes a probationary teacher in the school year following having been designated in the lowest performance classification and shall remain a probationary teacher until that teacher's performance classification is designated in the two (2) highest performance classifications.

Administrators are not covered under the terms of the teacher appointment and evaluation statutes and do not gain credit toward continuing status.

Support Staff Employment Status

Support staff members are all employees of the District who are not required by state law or by a District policy, regulation, or job description to possess *teaching* certificates from the Arizona Department of Education for the purpose of performing their jobs, unless they are expressly designated as professional staff members in notices of employment or contracts executed by the Governing Board.

Employment Status

Policy GDB

All support personnel are either term employees or at-will employees of the District.

Term employee: A term employee is a support staff member who is employed by the District pursuant to a written contract that specifies the duration of the employment contract, which shall not exceed one (1) year. All support staff members who are not term employees are at-will employees.

At-will employee; an at-will employee is a support staff member who is employed by the District for no specific term and who has no right of continued employment. The employment of an at-will employee may be terminated by action of the Governing Board for any reason without advance notice. No employee or Governing Board Member shall have the authority to make any agreement or contract to the contrary or any agreement with an at-will employee for any specified period of time. No District policy or regulation of item within the District's handbook is intended to – and shall not operate to – create any property or contract rights consistent with the at-will employment status of support staff members.

Personnel Records and Files

Policy GBJ

The District will maintain a complete and current official personnel file for each District employee. Employees will be advised of, and will be permitted to review and comment on, all information of a derogatory nature to be placed in their respective personnel files. The employee may prepare a written reply to such information, and such reply, if any, will be appended to the information in the file.

All documents within a personnel file are confidential, and the District may create such sub-files

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within a personnel file as are appropriate to ensure confidentiality and efficient use of the file. Access to personnel files will be limited to authorized District officials and employees.

Individual Board members shall have access only when specifically authorized by the Board, as evidenced by action of a quorum of the Board in a legal meeting properly noticed. Employees may review their own files by making written requests to the Superintendent. Confidential information obtained prior to an employee's employment, such as recommendations, will not be available for review by the employee.

Documents within a personnel file may be reviewed by the public only to the extent that disclosure is compelled as a public record.

Outside Employment Policy GDR

A regular, full-time employee's position in the District shall be given precedence over any type of outside work or self-employment. Employees are free to carry on individual work or self-employment projects as long as no District facilities, equipment, or school(s) are used, except as provided by policy, and the outside work or self-employment does not interfere with the employees' performance of District-assigned duties.

The outside work or self-employment by a staff member is of concern to the Board insofar as it may:

- Prevent the employee from performing assigned responsibilities in an effective manner.
- Be prejudicial to proper effectiveness in the position or compromise the District.
- Raise a question of conflict of interest - for example, where the employee's position in the District permits access to information or other advantage useful to the outside employer.

Therefore, an employee may not perform any duties related to outside work or self-employment during regular District working hours or during the additional time that is needed to fulfill the responsibilities of the District position. Employees who violate this policy are subject to reprimand, suspension, or termination.

Evaluations of Certified Staff Policy GCO

The process and purpose of evaluation for certificated professional staff members is to result in improvement of the quality of instruction and the strengthening of the abilities of the professional staff.

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A teacher's classroom performance is inadequate if:

- During any school year, the certified teacher receives a rating of:
 - Ineffective during a formal observation by the primary evaluator on one (1) or more component of the District's formal observation instrument which are based on classroom performance standards 1-4; and/or
 - Ineffective on one (1) or more component of the District's evaluation instrument that include standards 1-4; and/or
 - Ineffective on the District's evaluation system (performance classification) as a whole; and/or
 - Ineffective or developing on the District's evaluation system (performance classification) as a whole for two (2) consecutive school years

Evaluation of Support Staff Members

Policy GDO

All support personnel shall be evaluated by the appropriate supervisor or administrator. A written evaluation of effectiveness of each support staff member shall be completed during the first year of employment and not later than ninety (90) days after the first day of work. A second first-year evaluation will be not later than the anniversary date of employment. At least once each year thereafter, an evaluation will be conducted. The evaluation will be used to increase job proficiency and for recommending continued employment.

Dress Code

Employees are expected to demonstrate good judgment and professional taste and to dress and maintain a general appearance that reflects their position and does not detract from the educational program of the School (Policy GBEG-R). Courtesy to coworkers, students, parents and your professional image should be the factors that are used to assess that you are dressing in attire that is appropriate. Wednesdays are designated as college attire days (wear jeans if you choose and your favorite college shirt). Fridays are designated as Mingus Pride days (wear jeans if you choose and Mingus colors or a Mingus shirt). All district employees, including certificated and support staff substitutes, will be provided picture identification (ID) badges. Employees and substitutes will wear their badges to assure easy identification while at work and all other school-sponsored activities.

COMPENSATION AND BENEFITS

Professional Staff Development

Policy GCBA

New teachers entering the system with or without prior teaching service, who have met academic and professional qualifications for ADE certification, will have their initial salaries

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calculated using the official Certified Salary Determination Chart currently in effect. Retired staff returning to the District will be issued a contract at a salary no less than eighty percent (80%) of the final issued pre-retirement contract in year one of the post-retirement employment and ninety-percent (90%) in subsequent years of post-retirement employment. During year one of the retirement work-back the employee will not be eligible for Classroom Site Funds (if applicable) and will receive one (1) day of PTO per month worked.

Regulation GCBA-R Professional Staff Salary Advancement and Increases

A current-year stipend will be disbursed to staff based on prior submission of the appropriate pre-approval form (GCBA-EA) and upon submission of pre/post-credit approval documentation, such as official transcripts, certificates and other forms of official documentation and form GCBA-EB. Stipends and salary advancement must occur at a minimum two (2) credit hour increment. Salary advancement in the amounts currently Board-approved per credit hour and for the completion of advanced degrees and/or National Board Certification will be reflected in the subsequent contract year.

A. A teacher anticipating salary advancement and contract addendum for the following school year must notify the Superintendent by May 1 during the school year then in progress so that provisions for salary advancement can be included in the school budget. The Superintendent will circulate an appropriate form to the certificated staff on or before March 15. Appropriate Pre-approval and Post-approval forms must accompany such notification (see GCBA-EA/EB).

B. Stipends and salary increases must be substantiated by transcript or other written proof of work completed before salary changes can be made. Such verification must be filed in the Superintendent's office by May 1 of the school year for which the teacher is employed in order for a revised contract to be prepared for the upcoming contract year.

Units taken beyond the master's degree must consist of accredited college/university graduate units, accredited college/university undergraduate units, District in-service training credits or accredited workshops only if such work contributes directly to the staff member's proficiency in the classroom or promotes professional growth, or travel units with prior approval by the Superintendent. Generally, courses taken in the teacher's current teaching discipline, major or minor subject areas, or professional courses will be accepted. No seminars, workshops, or other such classes paid for by the District can be applied to educational advancement credits.

Note: current Board-approved per credit hour stipends and salary advancement for completion of pre-approved advancement plans and advanced degrees and/or National Board Certification amounts are: \$125/credit hour, \$1000/MA or MS degree and \$1500/EdD or PhD, and \$2400 for National Board Certification.

Upon pre/post-approval, a current year stipend and subsequent salary advancement will occur for the addition of ADE Certification Approved Areas or Endorsements which are additional to

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those which are required for the current teaching assignment at rate of \$600 per area/endorsement.

Pay Checks

All employees are paid every two weeks on Fridays. Paychecks will not be released to any other person other than the District employee named on the check without the employee's written authorization. An employee's payroll statement contains detailed information including deductions, withholding information, and the amount of leave accumulated. The schedule of pay dates for employees may be found in the District Office or on the self-service portal.

Direct Deposit

The District strongly encourages direct deposit of paychecks into your checking or savings account for all employees. To make arrangements for direct deposit, employees are asked to bring a voided check along with the proper form to Payroll located in the District Office.

Payroll Deductions

Policy DKB

The District has procedures in place to ensure employees receive paychecks not later than the stated payroll dates, and ensure all amounts withheld from employee compensation are remitted and reported appropriately, correctly, and timely.

- Involuntary Deductions
Social Security (OASI/FICA), and employee contributions to the Arizona State Retirement System (ASRS) will be deducted as mandated by state and federal statutes.

All other deductions must be authorized by the Board and the employee unless ordered by the court of competent jurisdiction.

- Voluntary Deductions and Redirections

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

- Federal and State income taxes.
- Insurance premiums for staff members or dependents who are being covered under Board-approved Section 125 cafeteria programs.
- Direct deposits of net payroll with financial institutions.
- Tax-sheltered annuities for companies approved by the District.
- Professional dues.
- Contributions to a public school for the support of extracurricular activities or charter education programs of the public school.

Overtime

Policy GDL

The normal workweek for support staff personnel will not exceed forty (40) hours per week. Typically, the week will be based on eight (8) hours per day, five (5) days per week; however, the Superintendent may designate other workweek structures to meet varying conditions and

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needs of the District. Employees will be notified at least (1) week in advance of any modification to the workweek plan.

Individual employee work schedule will be based on the position held by the respective employees and on District needs as identified during the employment process.

For the purpose of calculating regular and overtime hours in accordance with wage and hour requirements, the District's designated workweek shall begin at 12:01 a.m. on Thursday and conclude at 12:00 midnight the following Wednesday.

An employee may work overtime, provided that advance authorization is obtained from the supervisor in charge and the Superintendent or, in the case of an emergency, immediately upon completion of the work or as soon thereafter as possible.

Benefits

Employee benefits represent a great part of your total compensation. Mingus Union High School offers a benefit package that provides our employees the benefits as outlined below.

Health, Dental, Vision, Life and Short-Term Disability insurance are only available to eligible employees. To be eligible for full benefits an employee must work 30 hours or more per week; for partial benefits an employee must work 20 to 30 hours per week. Temporary and substitute employees are not eligible for insurance benefits.

Health Insurance: Medical Insurance is through KAIROS; the provider is UMR. The district offers three plans: Co-Pay, HDHP \$1,500, and HDHP \$5,000. Employees may elect to purchase dependent coverage. For 2023/2024 the district pays as follows per employee towards the monthly medical premium:

Full time employees working 30 or more hours per week: \$696

Part time employees working 20 to 30 hours per week: \$278.50

Dental: The district offers dental insurance through Delta Dental at no cost for single coverage for full-time employees and 50% of the single premium for employees working between 20 to 30 hours per week. Employees may elect to purchase dependent coverage.

Life Insurance: MetLife provides basic life at no cost to all employees working over 20 hours per week. The benefit amount is \$50,000 for all eligible employees. You automatically receive the basic life coverage. It is your responsibility to keep your beneficiary designation up to date.

Short-Term Disability: Mutual of Omaha provides short-term disability at no cost to all employees working over 20 hours per week. The elimination period is 30 days and benefit percent is 66.6% of average salary up to \$1,000 per week.

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Vision: Voluntary vision is available to all employees working over 20 hours per week at no cost for full-time employees and 50% of the premium for employees working 20 to 30 hours per week. Provided by VSP and includes the basic plan or buy-up for progressive lens.

TSA Accounts: TSA Consulting provides administration of the 403(b) and 457(b) plans. Mingus offers a number of tax-deferred accounts as well as Roth accounts. Note that each investment product has specific provisions and advantages associated with its use.

Arizona State Retirement System: Regular employees working 20 hours or more per week must participate in the Arizona State Retirement System (ASRS). ASRS also provides Long-Term Disability. The current (2023/2024) combined participation rate is 12.29% of gross pay deducted before taxes. The district matches this deduction and submits to ASRS every payroll. New employees must electronically enroll in ASRS within one week of employment.

Employee Assistance Program (EAP): EAP is available to all employees, full and part time. They provide guidance and confidential counseling for you and your family. Free...Confidential...Easy to obtain.

Additional Optional Benefits:

- Supplemental Life
- Prepaid Legal/Identity Theft
- Pet Insurance
- Automatic Payroll Deductions for Arizona State Tax Credit

Workers' Compensation

All employees shall be covered by workers' compensation insurance for any accident while on assignment, including an accident on school property or while on official business off school property. Employees are required to be treated at a District approved facility that specifically handles workman compensation claims.

An employee must report **ANY** such accident to the supervisor's office immediately, since a report on the time of the accident, persons involved, and how it happened is required. Failure to follow this procedure could result in the loss of workers' compensation benefits. After being notified by an employee, the supervisor shall complete and submit the Report of Industrial Injury to the District office.

Compensation Claims

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

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- The physician will be responsible for reporting the circumstances of the injury to the District, the Industrial Commission, and the District's insurance carrier.
- During the first seven (7) days of absence due to a job-related injury/accident, the employee will be placed on sick leave, provided the employee has accumulated sufficient sick leave.
- If a job-related injury/accident results in more than seven (7) days' absence, the insurance carrier will be responsible for handling the claim for lost pay. During such period the employee may be directed to:
 - Endorse over to the District the payments received from the insurance carrier, continue to receive a regular salary, and be charged sick leave. When the amount of the insurance payment is determined and received by the District, the employee's sick leave record will be adjusted for that fraction of the time paid by the insurance carrier (e.g., the insurance carrier pays one-half (1/2) of the normal salary of the employee, the sick leave will be adjusted on a pro rata basis); or
 - Draw compensation from the insurance carrier, provide the District with a record of such payment, and receive payment for sick leave pay for the uncompensated portion of missed time, up to the limit of accumulated sick leave.
 - In no event will an employee receive a combined salary and worker's compensation in excess of the employee's regular salary.

An employee who has used all accumulated sick leave will be removed from the payroll and will receive only such amounts as are paid by the District's insurance carrier.

LEAVES AND ABSENCES

PTO Leave

Policy GCCA, GCCG, GCD, GDD

Paid time off (PTO) for all personnel is limited to a specific contract year. Compensated leave is to be granted to a staff member who, through personal or family illness, injury or quarantine, is unable to perform the duties of the assigned position.

Full time support staff employees who are not on probation shall earn one (1) day of PTO for each month worked on their regular employment agreement with the District. Eligible support staff employees shall be able to utilize five (5) days of allowable PTO days from the beginning of the contract year. Added days shall accrue to the maximum earnable days over the length of the agreement.

Full-time certificated teachers shall receive ten (10) days of PTO per school year or an amount equivalent to their regular employment contract.

Part-time support staff and substitute teachers shall accrue one (1) hour of PTO for every thirty (30) hours worked but shall not be entitled to accrue or use more than forty (40) hours of paid

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leave per year. A substitute teacher may use PTO as it is accrued, after the ninetieth (90th) calendar day after commencing employment.

For the purposes of this policy, one (1) day shall be equal to the number of hours assigned to be worked per day.

For the purposes of this policy, a substitute teacher's workday is considered to be seven (7) hours.

Requests for planned vacation/PTO leave must be made at least four (4) working days prior to the first day of planned leave.

Paid leave not taken during any year shall accumulate in the employee's **sick leave benefit** account. Leave other than illness requires Superintendent or principal approval and a four (4)-day advance notice. No more than ten percent (10%) of the staff can be absent on the same day with other leave requests. Leave taken for personal reasons may not exceed four (4) consecutive days without Superintendent authorization.

When a staff member exhausts all days of accumulated PTO and days from the Extended Illness Bank (if eligible), an unpaid leave of absence must be requested, pursuant to District policy.

Sick Leave Benefit

The Sick Leave benefit is only for the purpose of recuperative activities, e.g., obtaining medical care or treatment, procuring medications or other prescribed materials, convalescing at home or at a medical facility, or other therapy or activity prescribed by the employee's physician or health practitioner, with verification required if requested by the Superintendent. The District may, at District expense, require the employee to submit to medical or psychiatric examination by a physician or psychiatrist selected by the District to determine 1) whether or not the continued use of the sick leave benefit is appropriate or 2) whether return to duty is appropriate. Use of the Extended Illness Bank, if eligible, may only be used once all accrued PTO has been exhausted.

Supplemental Leave Bank

Supplemental Leave Bank (SLB) accumulation can be used only for a personal or family medical illness as defined below:

Revenue Rule 90-29 defines a "medical emergency" as a medical condition of the employee or a family member that will require the prolonged absence of the employee from duty and will result in a substantial loss of income.

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The SLB can also be used for non-emergency situations which are related to a previously approved request of leave days from the SLB for a medical emergency. For example, to obtain necessary follow-up treatment related to a previous medical emergency.

Employees must contribute to the SLB in order to request and use days from the bank. Donations, and thus enrollment in the Bank, must be made during the first five (5) days of employment or contract start date or during the first five (5) days of each open enrollment period.

The employee seeking donated days will provide the request for days to the District human resource office. Donated sick days are deducted from the bank and cannot be reclaimed. The application should be received by the District office no later than ten (10) days prior to the anticipated use of all personal leave, accumulated sick leave, and vacation leave in order to avoid the use of unpaid leave. Requests for SLB days will be acted upon by District HR personnel no more than five (5) working days after the request is received. No employee shall be eligible for the EIB after qualifying for short-term or long-term disability coverage or workers' compensation. SLB disputes shall be resolved by the Superintendent or the Superintendent's designee in consultation with the current recognized employee association president.

Any employee who can be shown to have willfully violated or misused the District's sick leave policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal.

Use of Earned PTO

Earned PTO shall be provided upon the request of an employee. Such request may be made orally, in writing, by electronic means or by any other means acceptable to the employer. When possible, the request shall include the expected duration of the absence.

When the use of earned PTO is foreseeable, the employee shall make a good faith effort to provide notice of the need for such time to the employer in advance of the use of the earned PTO and shall make a reasonable effort to schedule the use of earned PTO in a manner that

does not unduly disrupt the operations of the employer.

PTO and Sick leave can be used for:

- A. An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;

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B. Care of a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; care of a family member who needs preventive medical care;

C. Reasons related to childcare, domestic violence, sexual violence, abuse or stalking, and legal services as described in A.R.S. 23-373.

Earned PTO may be used in the smaller of hourly increments or the smallest increment that the employer's payroll system uses to account for absences or use of other time.

For earned PTO of three (3) or more consecutive workdays, an employer may require reasonable documentation. Documentation signed by a health care professional indicating that earned paid leave is necessary shall be considered reasonable documentation for purposes of this section

As defined in statute (A.R.S. 23-371), "family member" means:

- A. Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was a minor;
- B. A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child;
- C. A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
- D. A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or
- E. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Family and Medical Leave (FMLA)

The Family and Medical Leave Act of 1993 (FMLA) requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to "eligible" employees for certain family and

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medical reasons. Employees are eligible if they have worked for a covered employer for at least one (1) year, and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.

Reasons for taking leave:

- To care for the employee's child after birth, or placement for adoption or foster care.
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the employee's job.
- Because of any qualifying exigency (as the Superintendent shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

The employee may be required to provide advance leave notice and medical certification.

Taking of leave may be denied if requirements are not met.

The employee ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable". An employer may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the employer's expense) and a fitness-for-duty report to return to work.

Job benefits and protection:

For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan." Upon return from FMLA leave, most employees must be restored to their original or equivalent positions, with equivalent pay, benefits, and other employment terms.

The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA.
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement:

The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.

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An eligible employee may bring a civil action against an employer for violations. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

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Jury Duty

It is recognized by the Board that no employee is exempt from jury duty and that leaves of absence for such duty must be granted.

- Only the regular salary may be received by an employee on jury duty.
- It is the responsibility of the employee to reimburse the District for jury duty pay when such payment is made directly to the employee. Failure to reimburse the District at the completion of the jury duty service will result in a full deduction equal to the number of contract days missed.

An employee excused from jury duty after being summoned shall report for regular duty as soon as possible. Failure to report for duty will result in a deduction equal to that portion of a contract day missed [A.R.S. [21-236](#)].

Military Leave

Persons volunteering for military service, except in time of declared war, will not be considered for long-term military leave. An employee who is a member of the Military Reserve or National Guard shall be entitled to leave of absence without loss of pay, time, or efficiency rating when engaged in field training [A.R.S. [26-168](#) and [38-610](#)].

Professional Leave

To attend meetings or conferences, employees must obtain approval from the administration at least twenty (20) days prior to the meeting or conference dates (whenever such prior request is possible).

The following guidelines will be used in granting released time and/or travel expense:

- Value of the meeting or conference.
- Funds available in the appropriate budgets.
- Availability of a substitute, if one is necessary.
- Upon return, a written report of the issues, strategies and use of information obtained must be submitted to the Superintendent within ten (10) working days of attendance.

A per diem subsistence allowance, and/or mileage, for private automobiles may be paid as provided in state law or Board policies. The necessary forms and instructions for filing travel claims are available at the administration office.

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Absent Without Leave

An employee shall be deemed "absent without leave" when absent from work because of:

- A reason that conforms to a policy currently in effect, but the maximum days provided for in that policy will be exceeded; or
- A reason that does not conform to any policy currently in effect; or
- Failure to report to work without prior notification to the Superintendent.

In no case shall an employee be compensated for time lost due to being absent without leave. An employee who is absent from work without prior approval is subject to disciplinary action, as is one who was unable to obtain prior approval due to unusual circumstances and such approval is denied upon the employee's return.

Bereavement Leave - Policy GCCH

An employee may be granted, upon request to the Superintendent, up to five (5) days of leave per year, with pay, to be used in the event of death in the employee's family as defined in GCCA.

Extensions of bereavement leave may be granted upon personal request to the Superintendent. If approved, all such extensions of bereavement leave shall be deducted from the employee's accrued paid time off (PTO) leave.

In the absence of any accumulated PTO leave, and upon request, the Superintendent may approve an unpaid leave of absence for each day of extended bereavement leave used.

Classified Staff Vacations and Holidays

Policy GDD

Paid holidays for full time twelve (12) month support staff personnel shall be established each year by the Board. Support staff personnel shall earn ten (10) days of vacation each year of service during the first four (4) years of service. Beginning with the fifth (5th) year, fifteen (15) days will be allowed annually. Beginning with the tenth (10th) year, twenty (20) days will be allowed annually. The maximum allowable unused vacation days that may carry forward at the close of a calendar year (December 31) is twenty (20) days. Days in excess of the maximum number allowable shall become null and void and of no further value as of January 1 each year. Upon resignation or retirement, the employee will be paid for the number of days that have accrued up to the separation date. Vacation time will accrue each pay period. Requests for vacation must be received at least four (4) working days prior to the first day of vacation and must be approved by the Superintendent.

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Approved Holidays

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

Employees shall be entitled to all legal holidays during the school year as announced by the Superintendent and in conformance with Arizona Revised Statutes. Uncompensated days off will be established by the school calendar.

Resignation and Retirement – Policies GCQC, GCQE and GDQB

For professional staff members, all resignations or requests to be released from contract shall be presented in writing to the Board for approval. A release from an uncompleted contract may be granted contingent upon the availability of a well-qualified, certificated teacher as a replacement. A resignation is not effective unless first approved by the Governing Board.

A teacher who resigns contrary to this policy shall be deemed to have committed an unprofessional act and shall be subject to the penalty as provided under Arizona statutes and State Board of Education regulations.

An employee must first notify his or her direct supervisor of a need to leave their position with the District and submit a letter of resignation. The request for the release must include the reason for the request and applicable supporting documents. Such requests will be reviewed by the District Superintendent and Human Resources department and the decision to recommend or not recommend a waiver of the liquidated damages will be provided to the District Governing Board at the next regularly scheduled meeting, dependent upon the timing of the request and allowable time to prepare for Governing Board agenda.

Individuals retiring from employment with the District are required to submit written notification to his/her supervisor with the effective date of retirement by completing the resignation or retirement notice. For the purposes of this policy, a retiree is a District employee who has elected to retire from the Arizona State Retirement System (ASRS). During the year prior to the year in which retirement will occur, the employee must submit a written request of intent to retire by January 31.

Support staff who are voluntarily terminating their service with the District are expected to give

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advance notice of not less than ten (10) working days. This notice should be submitted to the supervisor in writing and should specify both the last day of work and the reason for terminating. Authorized unused vacation credit will be paid to employees with the last paycheck.

Insurance benefits will end on the last day of the month of your termination. If a staff member resigns and does not return after the summer break, they will be required to reimburse the district of insurance premiums paid during June and/or July.

All employees who separate from the District will be expected to complete the appropriate checklist and exit interview forms found in Policy GCQC.

Accrued Sick Leave Payout

Upon retirement or resignation from, or termination by the district, up to ninety (90) days of unused PTO (Sick Leave Benefit Account days) are reimbursed to staff members who have worked at least five (5) years in the district, except the superintendent, according to the formula below:

- Annualized Salary x Multiplier x #of Accrued Sick Days (up to 90)
- Annualized Salary is base salary. It is the primary position only and does not include stipends, Proposition 301, extra duty or overtime.
- Annualized salary is calculated based on contract or work agreement.
- Multiplier is based on years of consecutive employment:

0.05% after 5-9 years	0.1% after 10-14 years
0.125% after 15-19 years	0.15% after 20+ years

For certified teachers and counselors who had worked 10 or more years as of June 30, 2020: Upon reaching 20 years of continuous employment when leaving the District, they will have the option to be paid at the current sub rate multiplied by the number of days of accrued PTO as sick leave – not to exceed 90 days.

ABSENCE REQUESTS

Mingus Union High School District uses an automated service in conjunction with ESI and YCESA for managing absences and finding substitutes for certified teachers. The software used for this program is ReadySub. All teachers must submit all absence requests via ReadySub. This service is available to employees 24 hours a day, 7 days a week and can be accessed via the internet.

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Employees can access ReadySub via the link on the Mingus Union website (www.mingusunion.com).

All classified and non-teaching certified staff will use TimeClock Plus for requesting leave. This can also be accessed via the link on the Mingus Union website. All requests for leave must be submitted through TimeClock Plus.

TIME AND ATTENDANCE PROCEDURES

The District complies with the Fair Labor Standards Act and requires that employees who are compensated on an hourly basis accurately record all hours worked. Employees who work on a salary basis are expected to report to their duty locations within approximately 30 minutes of the start of the school day and to remain on duty until approximately 30 minutes after the end of the school day. The procedures noted must be followed in order to ensure that all your hours are recorded by the time and attendance system for accurate payment of wages.

1. Anytime you report to work you must report your time by clocking-in and clocking-out.
2. Upon reporting to work, immediately clock-in using the Time Clock Plus link found on the Mingus Union website. The website address is: www.mingusunion.com.
3. Clock in and out when taking your meal break. Anytime you leave work for personal reasons for the day or a meal break, you must clock-out. In the event that you forgot to clock in or out inform your supervisor and complete the yellow form located in the District Office.
4. In the event that you start your workday away from the District, you must record your hours on a paper timesheet. An example could be when you are attending a conference and/or traveling directly from your home to attend a training.
5. Because the time clock rounds to the nearest quarter hour, clock in no more than seven minutes before start time and no more than seven minutes after the end of your workday.
6. In the event that you are not able to work due to illness, vacation, official leave, etcetera, it is imperative that you record your absence through the Time Clock Plus attendance tracking system link found on the Mingus Union webpage. If possible, complete a Time Clock Plus absence request in advance. If you are sick or have an emergency call your supervisor, then complete a Time Clock Plus absence request using the Time Clock Plus link on the Mingus Union Website from home.
7. If you do not have internet access complete the absences request immediately upon your return to work. The website address is: www.mingusunion.com.
8. At the end of the day, you need to submit your time in Time Clock Plus. Time must be submitted in order for your supervisor to approve your timesheet at the end of the pay period. If you need assistance with this step, please talk to the payroll specialist.

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9. It is important to clock in and out as required to ensure all hours worked are accurately recorded for payment purposes. Continued and chronic clocking violations will not be tolerated.
10. The employee is the only one who is authorized to clock in and out for themselves. It is considered fraud and grounds for disciplinary action, up to and including termination, for an employee to ask or have someone else clock them in and/or out of the time clock system. Employees who attempt to come in early, stay late, or work during the duty-free lunch period, without clocking in/out, will be subject to disciplinary action.
11. Prior permission to work overtime must be approved in writing by the employee's supervisor and the Superintendent.
12. Employees who have worked time in excess of 40 hours per week will be paid time and a half for all time exceeding 40 hours.
13. The normal work week begins on Monday and ends on Friday. The work week consists of five 8-hour days for fulltime employees, for a total of 40 hours. If employees work overtime (in excess of 40 hours in the work week), they are to be paid one and one-half (1½) times regular or average hourly rate for hours worked in excess of 40.

EMPLOYEE CONDUCT, WELFARE, AND COMMUNICATIONS

Staff Ethics

Policy GBEA (Statement of Ethics for School Employees)

All employees of the District are expected to maintain high standards in their school relationships. These standards must be idealistic and at the same time practical, so that they can apply reasonably to all staff members. The employees acknowledge that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, every employee assumes responsibility for providing leadership in the school and community. This responsibility requires the employee to maintain standards of exemplary conduct. It must be recognized that the employee's actions will be viewed and appraised by the community, associates, and students. To these ends, the Board adopts the following statements of standards.

The school employee:

- Makes the well-being of students the fundamental value of all decision making and actions.
- Maintains just, courteous, and proper relationships with students, parents, staff
- members, and others.

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- Strives for the maintenance of efficiency and knowledge of developments in the employee's field of work.
- Fulfills job responsibilities with honesty and integrity.
- Directs any criticism of other staff members or of any department of the school system toward improving the District. Such constructive criticism is to be made directly to the school administrator who has the responsibility for improving the situation.
- Supports the principle of due process and protects the civil and human rights of all individuals.
- Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
- Implements the Governing Board's policies and administrative rules and regulations.
- Refrains from using school contacts and privileges to promote political or sectarian religious views or personal agenda of any kind.
- Pursues appropriate measures to correct any laws, policies, or regulations that are not consistent with sound educational goals.
- Avoids using position for personal gain through political, social, religious, economic, or other influence.
- Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
- Stresses the proper use and protection of all school properties, equipment, and materials.
- Honors all contracts until fulfillment or release.
- In the performance of duties, employees shall keep in confidence such information as they may secure unless disclosure serves District purposes or is required by law.

Staff Conduct

Policy GBEB

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

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

- Removal from school grounds

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

Purchasing

All purchases to be made with District funds must be pre-approved using the appropriate purchase order requisition form. The department representative and immediate supervisor must first approve of purchases regardless of the availability of funds. The bookstore manager and district business manager will authorize purchases after receiving administrative approval for each purchase. Written quotes are required for purchases above \$10,000. NOTE: separate purchases from the same vendor are cumulative and require written quotes when the fiscal year's total exceeds \$10,000.

Use of School-Owned Materials and Equipment

Policy EDC

School-owned materials, resources and equipment, including electronics and email, may not be used for personal business unless specific permission is granted by the Superintendent.

Use of Digital Communications

Policy GBEF

The Governing Board establishes the following standards of conduct for its employees while using Technology. District employees shall:

- adhere to all federal and state laws and Governing Board policies related to technology, including but not limited to, the use of District owned or operated technology and privately owned technology.
- not communicate through technology in any manner that is unprofessional or interferes with educational mission or operation of the District, regardless of when the communication occurs or whether the communication is on District-owned or operated technology.
- adhere to all Governing Board policies related to technologies including but not limited to the use of District technology, copyright laws, student rights, parent rights, non-discrimination laws, the Individuals with Disabilities Education Act (IDEA), the Family Educational Rights and Privacy Act (FERPA), staff ethics, and staff-student relations;
- only use District controlled or approved technologies when communicating with students or parents;

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- allow the District access to any technologies used to communicate with students and District staff;
- comply with District policies KHB and KHC regarding the endorsement or promotion of a product or service, cause, religion, political belief, or candidate;
- in all instances must be aware of his/her association with the District and ensure the related content of any posting is consistent with how they wish to present themselves to colleagues, community members, parents, and students;
- not use District logos or District intellectual property without the written approval of the Superintendent or designee;
- use technologies to enhance and add value to communications with District students, parents, and staff and be respectful of those with whom they communicate;
- immediately report all misuse or suspected misuse of technology to their direct supervisor/administrator who in turn will immediately report to the Superintendent;
- comply with all applicable records retention requirements established by Arizona State Library, Archives, and Public Records.

Employees shall not use District technology for posting materials or engaging in social media communication for personal use. Employees shall not engage in personal social media communications while on the job. Violations of this policy may result in disciplinary action up to and including termination. The use of District email communications should be professional in nature and school related. Email communications must adhere to staff ethics and conduct policies. As a rule, please obtain Principal and/or Superintendent approval prior to distributing email to “Z” message groups.

Employees should only use school controlled and approved technologies when communicating with students or parents. Employees should not use personal devices to directly communicate with students unless it is through school-controlled and approved technologies. Employees should not store student or parent contact information within applications native to the operating system of personnel devices.

If it becomes absolutely necessary for employees to contact students outside of district controlled and approved technologies, the employee should include a parent, another educator, or supervisor on any communication with students pursuant to these best practices. For example, if the educator is taking chaperones and students on a field trip and is required to stay in contact with the students throughout the trip, the educator should create a large group messaging thread with other adults in the conversation rather than messaging students directly.

Employees should only communicate with students regarding academic or extracurricular activities and should refrain from communication outside of academic and extracurricular

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scheduled hours. Communication with students should not be of a personal nature. Communication should not be subject to interpretation.

District employees are expected to adhere to the following expectations when communicating digitally.

Does the communication pass the Transparent, Accessible, and Professional (TAP) test?

- **Transparent:** All digital communication from District staff must be transparent to maintain openness, visibility and accountability regarding all communications.
- **Accessible:** All digital communication to and from District staff are a public record.
- **Professional:** All digital communication from District staff should be written professionally. This includes word choices, tone, grammar, and subject matter that model social and ethical standards and preserve the integrity of staff. Choice of words should be courteous, thoughtful, and mirror professional communication standards.

Staff Social Media Use

Staff members should not connect with or follow parents or students on social media and should direct a personal social media contact from a student or parent back to approved District communication methods.

A. An employee's responsibility to Mingus does not end when he/she is off the clock. Any personal social media account should follow the below guidelines:

2. If you talk about work-related matters that are within your area of job responsibility you must disclose your affiliation with the Mingus Union High School District.
2. When commenting on the business of the District and unless authorized to speak on behalf of Mingus, you must state that the views expressed are your own. This includes placing the phrase "Views expressed are my own" in the biographic information.
3. The Mingus Union High School District will not tolerate discrimination (including race, color, religion, sex, age, national origin and disability or any other legally recognized protected basis under federal, state, or local laws, regulations or ordinances).

B. Professional Image – District employees must be mindful that any information posted to the Internet is ultimately accessible to the world. To avoid jeopardizing their professional image, employees are encouraged to familiarize themselves with the privacy policies, settings and protections on any social networking websites to which they choose to subscribe and be aware that information posted online, despite privacy protections, can be viewed by students, parents, and supervisors. Note: Remember that anything posted on the Internet can live

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virtually forever.

C. Personal Social Networking & Media Accounts – Before employees create or join an online social network, they should ask themselves whether they would be comfortable if a "friend" decided to send the information to their students, the students' parents, or their supervisor, as this sometimes occurs. Employees must understand the implications of joining an online social network and what content they post about themselves.

D. Social Networking with District Students – Employees should not have online interactions with students on social networking sites outside of those forums dedicated to academic use. Personal profiles on social media sites should not be linked to student online profiles. Additionally, District employees shall use appropriate discretion when using social networks for personal communications and should limit this activity to off-duty hours.

Because online content can be spread in mere seconds to a mass audience, employees should ask themselves before posting any information online whether they would be comfortable having this information published in the news. If you would not bring it into the classroom or Mingus High School, do not post it online.

Types of Accounts

There are four (4) types of social media accounts associated with the Mingus Union High School District.

A. District Accounts – Those maintained and monitored by the Mingus Union High School administration and are linked to personal account of a District administrator.

B. School Site Accounts – The official school accounts maintained and monitored by school site administrators and/or designed employees.

C. School-Related Accounts – Those maintained and monitored by a designated school site employee (i.e., clubs, classes, sports, activities, etc.)

D. Individual Accounts – Those maintained and monitored by a single person:

1. Personal: Those created with personal e-mail address
2. Professional: Those created with a District e-mail address.

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Requisite Authorization:

A. Authorization – All official District and School Site Accounts will be created by the Mingus Union High School administration. School sites will be given access to manage and maintain the account as Content Owners. School-Related Accounts, such as clubs, teams, field trips, courses, or other sites associated with Mingus Union High School must be approved by the site administrator prior to creation. Any sites, accounts or pages existing absent prior authorization will be subject to review, editing and removal. As appropriate, a recommendation for disciplinary action may result. To request permission for a School-Related or Individual Professional Account, please submit the Social Media Account Authorization Form and identify a "Content Owner," or individual responsible for performing regular monitoring and maintenance of the account. The form can be obtained from the Mingus High School principal or District administrators.

B. Foundation and PTA Sites – Authorized school digital communications shall maintain a clear separation from their school foundation or parent-teacher group. However, a link to the school foundation or parent-teacher group account is permissible.

C. District and School Logos – The use of the Mingus Union High School District and school site logo(s) on a social media site must be approved by a District administrator.

D. General District Sites and Accounts – The District's general social media sites will be managed by District administrators. Duplicate, unofficial sites shall be reported and investigated

E. Sponsors and Advertising – Sponsor logos are permissible on District-related websites or social media accounts with the prior approval of a District administrator and must align with District Policies KHB and KHC.

Account Creation

District, school site, and individual professional social media accounts must be created using a District e-mail address. The only exception being social media accounts which were created prior to the approval of this regulation. School-related social media accounts must be approved by and accessible to a site administrator and the designated content owner. Individual personal accounts must be created using a personal e-mail address.

Maintenance and Monitoring Responsibilities

Content Owners are fully responsible for regular monitoring of the site, appropriate online conduct, adhering to the District's policies and procedures, and maintaining official presences

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on social media sites as follows:

- A. Content must conform to all applicable state and federal laws, as well as all District Governing Board policies and administrative procedures
- B. Posts will be removed, and users may be banned permanently if they violate any of the guidelines listed below.
- C. While this is an open forum, it's also a family-friendly one. Please keep your comments and posts appropriate.
- D. Do not post graphic, obscene, explicit or racial comments. We also do not allow comments that are abusive, hateful, and vindictive or intended to defame anyone or any organization. Do not post any solicitations (ex.: asking users to "like" your Facebook page, visit your website, sign a petition)
- E. Do not post non-school/District-related advertisements, prize contests or giveaways.
- F. Apparent spamming or trolling will be removed and may cause the author(s) to be blocked from the page without notice.
- G. Do not post copyrighted or trademarked images or graphics. Imagery posted should be owned by the user.
- H. Do not post comments, photos or videos that suggest or encourage illegal activity.
- I. Do not post political propaganda.

Any approved school-related social media accounts outside of those created and monitored by the District shall include the following text in the profile information when possible:

- A. "Views expressed on this account do not reflect the views of, nor are endorsed by, the Mingus Union High School District."

OR, if space is limited,

- B. "Views expressed are my/our own."

Smoking by Staff Members Policy GBED

The possession or use of tobacco products, tobacco substitutes, electronic cigarettes, other

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chemical inhalation devices, or vapor products is prohibited on school grounds, at school-sponsored events, or in District vehicles.

Drug-Free Workplace

Policies GBECA & GBECB

The possession or use of any drug, including alcohol, as defined in schedules I through V of Section 202 of the Controlled Substances Act is prohibited on school grounds, at school-sponsored events, or in District vehicles.

Staff and Political Activities

Policy GBI

The Board recognizes the right of its employees, as citizens, to engage in political activity. However, District personnel or Board members may not spend or use District funds, accounts, credit, equipment (including copiers, computers, printers, telephones, mailboxes, postage, webpages, newsletters, email, etc.) staff or communications networks for influencing the outcome of elections.

A staff member, a person acting on behalf of the District or a person who aids another person acting on behalf of the District shall be guided by the following:

- No employee while on duty shall engage in political activities upon property under the jurisdiction of the Board.
- The prohibition on the use of public resources to influence the outcome of bond, budget override and other tax-related elections includes the use of School District-focused promotional expenditures that occur after an election is called and through election day. This prohibition does not include routine School District communications which are messages or advertisements that are germane to the functions of the School District and that maintain frequency, scope and distribution consistent with past practices or are necessary for public safety.
- Campaigning and other election activities must be done in off-duty hours, when not working in an official capacity or representing the District, and without the participation of District employees or students acting in the capacity of District or school representatives.
- Invitations to participate in election activities on a given campus, except when extended by groups leasing or using school facilities, shall be permitted only when such invitations are to all candidates for the office. The rental use of District property by a private person or entity that may lawfully attempt to influence the outcome of an election is permitted if it does not occur at the same time and place as a related District-sponsored forum or debate.
- Political circulars or petitions may not be posted or distributed in school.
- The collection of campaign funds and/or the solicitation of campaign workers is prohibited on school property.

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- Students may not be given written materials to influence the outcome of an election or to advocate support for or opposition to pending or proposed legislation.
- Students may not be involved in writing, addressing or distribution of material intended to influence the outcome of an election or to advocate support for or opposition to pending or proposed legislation.

Background Record Check

Policy GCF, GCF-R, GDF and GDF-R

It shall be the policy of the District to employ and retain the best qualified personnel. This will be accomplished by giving careful consideration to qualifications and by providing competitive salary schedules and wages within the financial capability of the District, adequate facilities, and good working conditions.

The Board has the legal responsibility of approving the employment of all employees. While this responsibility cannot be waived, the Board assigns to the Superintendent the process of recruiting staff members. In carrying out this responsibility, the Superintendent may involve other staff members as needed. All personnel selected for employment must be recommended by the Superintendent and approved by the Board. The Board adopts the following general criteria, which shall be utilized in the selection process for initial employment:

- There will be no discrimination in the hiring process due to race, color, religion, sex, age, national origin, disability, or real or perceived sexual identify of an otherwise qualified individual.
- Professional Candidates:
- Shall be qualified for and the training necessary to perform the instructional duties or functions for which they have applied.

EMPLOYEE RELATIONS AND DISCIPLINE PROCEDURES

Discipline, Suspension, and Dismissal of Professional Staff

Policy GCQF

Certificated staff members may be disciplined for infractions that include, but are not limited to, those items listed in Board Policy GCQF.

Certificated staff members disciplined under A.R.S. 15-341, A.R.S. 15-539, or other applicable statutes:

- May not be suspended with or without pay for a period exceeding ten (10) school days under A.R.S. 15-341.
- May be suspended without pay for a period of time greater than ten (10) school days or dismissed under A.R.S. 15-539.

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- Shall be disciplined under procedures that provide for notice, hearing, and appeal, subject to the requirements of A.R.S. 15-341 or A.R.S. 15-539, whichever is appropriate.
- Shall, if disciplined under A.R.S. 15-539 or other applicable statutes, excluding A.R.S. 15-341, receive notice in writing served upon the certificated staff member personally or by United States registered or certified mail addressed to the employee's last-known address. A copy of charges specifying instances of behavior and the acts of omissions constituting the charge(s), together with a copy of all applicable statutes, shall be attached to the notice.
- Shall have the right to a hearing in accordance with the following:
 - Suspension under A.R.S. 15-341. The supervising administrator will schedule a meeting not less than two (2) days nor more than ten (10) days after the date the certificated staff member receives the notice.
 - Dismissal or dismissal with suspension included under A.R.S. 15-539. A certificated staff member's written request for a hearing shall be filed with the Board within ten (10) days after service of notice. The filing of a timely request shall suspend the imposition of a suspension without pay or a dismissal pending completion of the hearing.

General Provisions for Discipline

Under A.R.S. 15-341

General provisions for discipline are as follows:

- Informal consultation. Nothing contained herein will limit a supervising administrator's prerogative to engage in informal consultation with a certificated employee to discuss matters of concern related to the employee's performance, conduct, et cetera; however, when it is apparent that disciplinary action toward a certificated employee is likely to become a part of the certificated staff member's personnel record as permitted by A.R.S. 15-341, the procedures outlined herein shall be followed.
- Persons authorized to impose discipline. Any supervising administrator who is the immediate or primary supervisor of a certificated staff member is authorized to impose a penalty or penalties, short of dismissal. Only the Board may dismiss a certificated staff member.
- Notice. Any person who is required by this policy to give written notice to any other person affected by this policy may do so by any means reasonably calculated to give the recipient actual knowledge of the notice within a reasonable amount of time. When time is calculated from the date a notice is received, the notice is deemed to be received on the date it is hand delivered or three (3) calendar days after it is placed in the mail.
- Administrative discretion. In adopting these policies and procedures, it is the intention of the District that they be interpreted and applied in a reasonable fashion. The policies and regulations are not intended to restrict or eliminate the discretion traditionally afforded to supervising administrators to determine whether discipline is appropriate.

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Supervising administrators are therefore directed to continue to use reasonable discretion in determining whether a particular alleged violation merits discipline.

- Right not to impose discipline. The District reserves the right not to discipline a certificated staff member for conduct that violates this policy.
- Definition of workdays. For the purposes of this policy, a workday is any day that the District's central administrative office is open for business.
- Additional reasons for discipline. A certificated staff member may be disciplined for conduct that has occurred but that, at or near the time of misconduct, was not the subject of or identified as a reason for a specific proceeding under this policy.

Procedure for Discipline

Under A.R.S. 15-341

The following procedures will be used to impose any discipline that 1) shall become a part of the certificated staff member's personnel record and 2) is permitted under A.R.S. 15-341:

Step 1 - Notice:

Step 2 - Discipline Hearing:

Step 3 - Decision (in writing):

Step 4 - Appeal:

Not all administrative actions regarding a certificated staff member are considered "discipline," even though they may involve alleged or possible violations by the certificated staff member.

This policy addresses only discipline and has no application to any of the following:

- The certificated staff member evaluation procedure or the resulting evaluations as they pertain to the adequacy of the certificated staff member's classroom performance.
- Letters or memorandums directed to a certificated staff member containing directives or instructions for future conduct.
- The placement of the staff member on paid administrative leave.
- Counseling of a certificated staff member concerning expectations of future conduct.
- Nonrenewal of a contract of a certificated staff member employed by the District for less than the major portion of three (3) consecutive school years (non-continuing certificated staff member).

General Provisions for Suspension

Without Pay or Dismissal Under

A.R.S. 15-539

Step 1 - Notice:

- The Governing Board, except as otherwise provided by A.R.S. 15-539, shall upon receipt of a written statement of charges from the Superintendent that cause exists for the suspension of a certificated teacher without pay for a period longer than ten (10) school days or dismissal, shall give notice to the teacher of the Board's intention to suspend without pay or dismiss the teacher at the expiration of ten (10) days

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from the date of service of the notice.

- If charges presented to the Board for dismissal of a certificated person allege immoral conduct, the charge or a resignation involving such charges shall be reported to the Department of Education.
- Whenever the statement of charges by the Superintendent alleges immoral or unprofessional conduct as the cause for dismissal, the Board may adopt a resolution to file a complaint with the State Department of Education. Pending disciplinary action by the State Board, the certificated teacher may be reassigned by the Superintendent, or the Governing Board may place the teacher on administrative leave and give notice to the teacher of the administrative leave of absence pursuant to A.R.S. 15-540.
- As used in this policy, immoral conduct means any conduct that is contrary to the moral standards of the community and that reflects an unfitness to perform the duties assigned to the certificated staff member.
- The Governing Board, upon adoption of a written statement charging a certificated teacher with cause for suspension without pay or dismissal, may immediately place the teacher on administrative leave of absence and give the teacher notice of the administrative leave of absence.
- Written notice of the administrative leave of absence shall be served on the teacher personally or by United States registered mail addressed to the teacher at the teacher's last known address.

Step 2 – Hearing for Suspension Without Pay or Dismissal:

- The Governing Board shall decide whether to hold a hearing on the dismissal or suspension of a certificated teacher without pay for a period of time longer than ten (10) days as provided in A.R.S. 15-541.
 - The Governing Board may provide, by policy, that all hearings conducted pursuant to this section shall be conducted before a hearing officer.
- If the Governing Board decides not to hold a hearing, the Board shall designate a
 - hearing officer to:
 - hold the hearing,
 - hear the evidence,
 - prepare a record of the hearing, and
 - issue a recommendation to the Board for action.
- If the parties cannot mutually agree on a hearing officer, a hearing officer shall be selected by the Governing Board from a list provided by the State Department of Education or the American Arbitration Association.
- A hearing held pursuant to A.R.S. 15-541 may not be conducted by any hearing officer having a personal interest which would conflict with the hearing officer's objectivity in the hearing.

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- The hearing shall be held:
 - not less than fifteen (15) days, nor
 - not more than thirty (30) days.
 - after the request is filed, unless all parties to the hearing mutually agree to a different hearing date.
- Notice of the time and place of the hearing shall be given to the teacher not less than three (3) days before the date of the hearing.
- The teacher may request that the hearing be conducted in public or private.
- At the hearing the teacher may appear in person and by counsel, if desired, and may present any testimony, evidence or statements, either oral or in writing, in the teacher's behalf.
- An official record of the hearing, including all testimony recorded manually or by mechanical device, and exhibits shall be prepared by the Governing Board or the hearing officer.
- The teacher who is the subject of the hearing may not request that the testimony be transcribed unless the teacher agrees in writing to pay the actual cost of the transcription.
- Within ten (10) days after a hearing conducted by the Governing Board the Board shall:
 - determine whether there existed good and just cause for the notice of dismissal or suspension, and
 - affirm or withdraw the notice of dismissal or suspension.
- Within ten (10) days after a hearing conducted by a hearing officer, the hearing officer shall:
 - deliver a written recommendation to the Governing Board that includes findings of fact and conclusions.
- Parties to the hearing have the right to object to the findings of the hearing officer and present oral and written arguments to the Governing Board.
- The Governing Board has an additional ten (10) days to determine whether good and just cause existed for the notice of dismissal or suspension and shall render its decision accordingly, either affirming or withdrawing the notice of suspension or dismissal.
 - Good and just cause does not include religious or political beliefs or affiliations unless they are in violation of the oath of the teacher.

Additional Provisions and Conditions

During the pendency of a hearing, neither the certificated staff member nor the supervising administrator shall contact the Superintendent or a Board member to discuss the merits of the supervising administrator's recommendation or charges and proposed discipline except as provided by this policy. No attempt shall be made during such period to discuss the merits of the charges with the person designated to act as hearing officer.

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The Governing Board shall keep confidential the name of a student involved in a hearing for dismissal, discipline, or action on a teacher's certificate, with exceptions as noted in A.R.S. 15-551.

Amendments. The District reserves the right to amend this policy in any way at any time. Any amendment shall have prospective application only.

Severability. If any provision of this policy is held to be invalid for any reason, such action shall not invalidate the remainder of this policy. If any provision of this policy conflicts with any provisions in any other policies adopted by the District, the provisions of this policy shall prevail.

Not all administrative actions regarding a certificated staff member are considered "discipline," even though they may involve alleged or possible policy violations by the certificated staff member. The policies addressed herein refer only to discipline and have no application to any of the following:

- A. The certificated staff member evaluation procedure or the resulting evaluations as they pertain to the adequacy of the certificated staff member's classroom performance.
- B. Letters or memorandums of direction directed to a certificated staff member containing directives or instructions for future conduct.
- C. The decision of the Superintendent to place a certificated or support staff member on paid administrative leave.
- D. Counseling of a certificated staff member concerning expectations of future conduct.
- E. Nonrenewal of a contract of a certificated staff member employed by the District for less than the major portion of three (3) consecutive school years (noncontinuing certificated staff member).

Discipline, Suspension, and Dismissal of Support Staff Members Policy GDQD

Minor Disciplinary Action

A support staff member may be disciplined for any conduct that, in the judgment of the District, is inappropriate. Minor disciplinary action includes, without limitation thereto, verbal or written reprimands, suspension with pay, or suspension without pay for a period of five (5) days or less. Minor disciplinary action shall be imposed by the support staff member's supervisor. A support staff member who wishes to object to a minor disciplinary action shall submit a written complaint to the supervisor's superior within five (5) workdays of receiving notice of the

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disciplinary action. The supervisor's superior will review the complaint and may confer with the support staff member, the supervisor, and such other persons as the supervisor's superior deems necessary. The decision of the supervisor's superior will be final.

Suspension without Pay for More than Five Days

At-will employees. The employment of an at-will employee may be suspended without pay for a period of more than five (5) days by action of the Superintendent for any conduct by the employee that, in the judgment of the Superintendent, is inappropriate. Before suspending an at-will employee, the Superintendent will inform the employee of intent to suspend the employee and will give the employee an informal opportunity to explain why, in the employee's opinion, the suspension should not be imposed. The Superintendent's decision will be final.

Term employees. The employment of a term employee may be suspended without pay for a period of more than five (5) days by action of the Superintendent for any conduct that, in the judgment of the Superintendent, is inappropriate. If the Superintendent intends to suspend a term employee without pay for more than five (5) days, the notice and hearing procedures prescribed for the dismissal of term employees shall be followed, except that the hearing officer shall be designated by the Superintendent and the findings of the hearing officer shall be a final decision. At the Superintendent's option, the Superintendent may request that the Governing Board act as the hearing officer. If the hearing officer or the Governing Board finds that there is not cause to suspend the employee without pay for more than five (5) days, the Superintendent may, after reviewing the findings, impose minor disciplinary action

Dismissal

At-will employees. The employment of an at-will employee may be terminated by action of the Governing Board for any reason, or for no reason, with or without advance notice, as the Governing Board desires. If the Superintendent recommends that the Governing Board terminate an at-will employee, the recommendation shall be submitted to the Governing Board in writing and a copy of the recommendation shall be delivered to the employee. The at-will employee may submit to the Governing Board prior to the Board meeting a written response to the recommendation. If the at-will employee chooses to attend the Board meeting when the recommendation is considered, the Governing Board may, in its discretion, permit the

employee to address the Governing Board concerning only the recommendation.

Term employees. The employment of a term employee may be terminated for cause by action of the Governing Board at any time prior to the expiration of the term of employment. For the purposes of this provision, cause means any conduct that, in the judgment of the District, is detrimental to the interests of the District or its personnel or students and shall include, without limitation thereto, those items listed in Board Policy GDQD

If the Superintendent recommends termination of a term employee, a copy of the

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recommendation shall be delivered to the employee. The employee may request a hearing within five (5) workdays after receipt of the recommendation. If a hearing is requested, the Superintendent shall deliver a written notice of the time and place of the hearing and a written statement that gives the reasons for the recommendation, a list of persons whom the Superintendent expects to testify in support of the recommendation (together with a brief summary of what each person is expected to say), and a general description of any other evidence that the Superintendent at the time believes may be presented at the hearing in support of the recommendation.

The hearing shall be conducted by the Governing Board or by a person designated by the Governing Board within not less than five (5) workdays and not more than thirty (30) calendar days after a request for hearing is submitted by the employee. The date of the hearing may be postponed by stipulation of the employee and the District, or by and in the sole discretion of the Governing Board or the hearing officer, or at the request of the aggrieved employee or the District for such reason or reasons as the Governing Board or hearing officer may deem appropriate.

The employee may be represented at the hearing by counsel, at the employee's expense. The employee shall have the opportunity to present witnesses and to cross-examine any witnesses presented by the District. Formal rules of evidence shall not apply. A record of the hearing shall be made by use of a mechanical device.

If a hearing officer is used, the hearing officer shall prepare a written statement of findings as to whether there is cause for termination of the employee and submit it to the Governing Board within ten (10) workdays after the conclusion of the hearing. The Governing Board shall review the written statement and, if desired, the record, and the Governing Board's decision whether to accept the findings and whether to terminate employment or to impose other discipline shall be a final decision.

If the Governing Board conducts the hearing, it shall render a decision within ten (10) days after the conclusion of the hearing.

General Matters

Failure to object to a disciplinary action or take other action within the time limitations set forth in this policy shall mean that the employee does not wish to pursue the matter further. Complaints filed after the expiration of the applicable time limitation will not be considered.

The filing or pendency of a complaint or other form of grievance pursuant to this policy shall in no way limit or delay action taken by the supervisor or the Superintendent authorized by this policy to take such action.

A complaint relating to minor disciplinary action, suspension without pay for more than five (5)

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days, or dismissal shall not be processed as a grievance.

Not all administrative actions regarding a support staff member are considered "discipline," even though they may involve alleged or possible violations by the staff member. This policy addresses only discipline and has no application to any of the following:

- Letters or memorandums directed to a support staff member containing directives or instructions for future conduct.
- The placement of the staff member on paid administrative leave.
- Counseling of a support staff member concerning expectations of future conduct.

Grievance Procedures and Board communications with Staff members Policy GBK and BHC

Official communication between the Board and employees will occur as follows:

A. An employee will first communicate on school- or employment-related matters at the administrative level. Any employee who exhausts the opportunity of discussing a matter at the various administrative levels may then communicate in writing with the Board on the matter. No anonymous communication will be considered by the Board.

B. Any employee who wishes to address the Board in the employee's capacity as a parent, District resident, or individual, rather than as an employee, may do so by following the procedures in Policies BEDH and BHD.

C. Official communications, policies, directives, Board concerns, and Board action(s), as appropriate, will be communicated to employees by the Superintendent.

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

resolving grievances at the earliest date and the lowest possible administrative level.

Informal Level

Before filing a formal written grievance, the grievant must attempt to resolve the matter by one (1) or more informal conferences with the immediate supervisor. The first of these informal conferences must be conducted within ten (10) days after the employee knew or should have known, of the act or omission giving rise to the grievance. A second or any subsequent conference must occur within five (5) days after the initial conference, or any subsequent conference.

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Formal Level

Level I. Within fifteen (15) days after the employee knew, or should have known, of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate supervisor.

The grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, a citation of the specific article, section, and paragraph of the policy or regulation that directly and specifically governs the employee's terms and conditions of employment that are alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate a decision to the employee in writing within five (5) days after receiving the grievance.

Within the above time limits either party may request a personal conference to attempt to resolve the matter.

Level II. In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed to the Superintendent within five (5) days after receipt of the decision.

The appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for appeal. The Superintendent shall communicate a decision within (5) days after the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits.

Level III. If the grievant is not satisfied with the decision at Level II, the grievant may, within five (5) days, submit an appeal in writing to the Superintendent for consideration by the Governing Board.

MANDATORY REPORTING

Reporting Child Abuse/Child Protection (Mandatory Reporting) Policy JLF and Regulation JLR-R

Any school personnel or any other person who has responsibility for the care or treatment of a minor and who **reasonably believes** that a minor is or has been the victim of physical injury, abuse, child abuse, a reportable offense or neglect that appears to have been inflicted upon the minor by other than accidental means or that is not explained by the available medical history as being accidental in nature or who reasonably believes there has been a denial or deprivation of necessary medical treatment or surgical care or nourishment with the intent to cause or allow the death of an infant who is protected under A.R.S. 36-2281 shall immediately report or

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cause reports to be made of such information to a **peace officer or to the Department of Child Safety (DCS)** of the Department of Economic Security, except if the report concerns a person who does not have care, custody, or control of the minor, the report shall be made to a **peace officer only**. Such reports shall be made immediately either electronically or by telephone.

You form a “Reasonable Belief” when:

- A child discloses to you information indicating sexual or physical abuse or neglect.
- A child has unexplained injuries or an explanation that is inconsistent with the injuries that lead you to suspect abuse.
- A third party discloses information that gives you reason to believe abuse or neglect has occurred.
- Reasonable belief **does not** require certainty!

Suspected child abuse can be made known to a mandated reporter by three different means:

- A child self discloses abuse to a mandated reporter.
- Observation of injury or unusual behavior.
- Third party report of abuse or a “reportable offense”.

Abuse means the infliction or allowing of physical injury, impairment of bodily function, or disfigurement, or the infliction of or allowing another person to cause serious emotional damage as evidenced by severe anxiety, depression, withdrawal, or untoward aggressive behavior, and which emotional damage is diagnosed by a medical doctor or psychologist pursuant to A.R.S. 8-821, and which is caused by the acts or omissions of an individual having care, custody, and control of a child. *Abuse* shall include inflicting or allowing sexual abuse pursuant to A.R.S. 13-1404, sexual conduct with a minor pursuant to A.R.S. 13-1405, sexual assault pursuant to A.R.S. 13-1406, molestation of a child pursuant to A.R.S. 13-1410, commercial sexual exploitation of a minor pursuant to A.R.S. 13-3552, sexual exploitation of a

minor pursuant to A.R.S. 13-3553, incest pursuant to A.R.S. 13-3608, or child prostitution pursuant to A.R.S. 13-3212.

- *Child, youth, or juvenile* means an individual who is under the age of eighteen (18) years.

Abuses classified by statute as "**reportable offenses**" are:

- A. Indecent exposure [A.R.S. 13-1402]
- B. Public sexual indecency to a minor [A.R.S. 13-1403]
- C. Sexual abuse [A.R.S. 13-1404]
- D. Sexual conduct with a minor [A.R.S. 13-1405]

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- E. Sexual assault [A.R.S. 13-1406]
- F. Molestation of a child [A.R.S. 13-1410]
- G. Furnishing items that are harmful to a minor via the Internet [A.R.S. 13-3506.01]
- H. Surreptitious photographing, videotaping, filming, or digitally recording or viewing of a minor [A.R.S. 13-3019]
- I. Incest [A.R.S. 13-3608]
- J. Child prostitution [A.R.S. 13-3212]
- K. Commercial sexual exploitation of a minor [A.R.S. 13-3552]
- L. Sexual exploitation of a minor (concerning visual depiction of a minor engaged in exploitive exhibition or other sexual conduct) [A.R.S. 13-3553]
- M. Luring a minor for sexual exploitation [A.R.S. 13-3554]
- N. Admitting a minor to public displays of sexual conduct [A.R.S. 13-3558]

The Arizona Department of Economic Security, Division of Children, Youth and Families, has determined that all mandated reporters may now electronically submit non-emergency reports via a secure online reporting website. Non-emergency reports are those in which a child is not at immediate risk of abuse or neglect that could result in serious harm. Mandated reporters will be able to submit non-emergency reports twenty-four (24) hours a day without wait times.

All reports made via the online website will *require the person making the report (reporting source) to provide contact information*. A representative from the Child Abuse Hotline may contact the source for additional information, if necessary. This process will make it more convenient to meet the mandated reporting requirements and help ensure child safety.

All *emergency situations* where a child faces an immediate risk of abuse or neglect that could result in serious harm *must* still be reported by **calling 911 or 1-888-SOS-CHILD (1-888-767-2445)**. If a reporting source is unsure as to whether or not the report is an emergency situation, the reporting source should call the Child Abuse Hotline to make a report.

Any concerns for the safety of a child due to abuse, neglect or abandonment, *must be reported*, by:

- **Calling 1-888-SOS-CHILD (1-888-767-2445),**
- **TDD (telecommunications device for the deaf): 602-530-1831 (1-800-530-1831),**
or
- **Submitting *non-emergency* concerns via the Online Reporting Service for Mandated Reporters at <https://www.azdes.gov/dcyf/cps/mandated-reporters/> (effective November 2013).**

Pursuant to A.R.S. 13-3620, such reports shall contain, if known:

- A. The names and addresses of the minor, the parents, or the person or persons having custody of such minor, if known.

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B. The minor's age and the nature and extent of the minor's abuse, child abuse, or physical injuries or neglect, including any evidence of previous abuse, child abuse, physical injury or neglect.

C. Any other information that such person believes might be helpful in establishing the cause of the abuse, child abuse, physical injury or neglect.

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

A report is not required under A.R.S. 13-3620 for conduct prescribed by A.R.S. 13-1404 and 13-1405 if the conduct involves only minors who are fourteen (14), fifteen (15), sixteen (16) or seventeen (17) years of age and there is nothing to indicate that the conduct is other than consensual.

A report is not required if a minor is of elementary school age, the physical injury occurs accidentally in the course of typical playground activity during a school day, occurs on the premises of the school that the minor attends and is reported to the legal parent or guardian of the minor and the school maintains a written record of the incident. The school will maintain a written record of the physical injury as part of the student's health file as required by Arizona State Library, Archives and Public Records (ASLAPR).

A person who fails to report abuse as provided in A.R.S. 13-3620 is guilty of a class 1 misdemeanor, except if the failure to report involves a reportable offense, the person is guilty of a class 6 felony.

Any certificated person or Governing Board member who reasonably suspects or receives a reasonable allegation that a person certificated by the Department of Education has engaged in conduct involving minors that would be subject to the reporting requirements of

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

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

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Remember:

- You are a Reporter, not an investigator!! Your name is always kept Confidential.
- A mandated reporter who does not report a sexual offense can be charged with a Class 6 Felony.
- A mandated reporter who does not report another type of abuse can be charged with a Class 1 Misdemeanor.

TITLE IX SEXUAL HARASSMENT

Sexual Harassment and Title IX Policy ACA and ACAA

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

Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964.

The Equal Employment Opportunity Commission defines "sexual harassment" as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

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

Sexual harassment may include, but is not limited to:

- A. Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding or blocking movement, leering, gestures, or display of sexually suggestive objects, pictures, or cartoons.
- B. Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment.)

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C. Implying or withholding support for an appointment, promotion, or change of assignment; suggesting that a poor performance report will be prepared; suggesting that probation will be failed.

D. Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee.

E. Offering or granting favors or employment benefits, such as promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, et cetera, in exchange for sexual favors.

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

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

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

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

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

A. An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;

B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or

C. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

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

Retaliation Prohibited

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

COVID-19 RESOURCES AND CONSIDERATIONS

School Districts are required to submit biannual plans for the Safe Return to In-person learning to ADE through September 2023. This plan is based on current guidance but may be modified in response to new recommendations. Legislative and gubernatorial action in the form of A.R.S. 15-342.05 in 2021 prohibits school districts from requiring the use of face coverings by students or staff during school hours or on school property. The law also bars schools from requiring a student or staff member receive a COVID-19 vaccine or wear a face covering to participate in in-person instruction, effective July 1, 2021. The District will continue to apply a layered mitigation/prevention strategy, in alignment with CDC and ADHS guidance, to include:

- Allowance for *optional* use of face coverings, especially when other strategies are difficult to implement.
- Promotion of vaccine awareness
- Recommendations for frequent handwashing and use of sanitizer
- Reminders to cover up when coughing, sneezing, etc.

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- Classroom and office space use of air purifiers
- Appropriate cleaning and disinfection; clean and sanitize frequently touched surfaces between classes, such as door handles and keyboards.
- Strong recommendations to stay at home when sick.

Exposure/isolation/quarantine procedures

1. When COVID-19 illness is brought to the attention of school officials, they should be provided with information about isolation and treatment.
2. School personnel will inform staff and students when made aware of possible exposures. Schools may recommend testing for those who have been exposed and/or exhibit symptoms.
3. We will not require quarantine for those who may have been exposed to COVID-19.

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Employee Handbook Acknowledgment and Receipt 2023-24

I have received an electronic or physical copy of, or as an alternative, I have been provided instruction as to where I can find the Mingus Union High School District Employee Handbook.

The employee handbook describes important information about the Mingus Union High School District, and I understand that I should consult my immediate supervisor or the District Office regarding any questions not answered in the handbook. I have entered into my employment relationship with Mingus Union High School District voluntarily and acknowledge that District policies are framed and intended to be interpreted within the context of applicable laws and regulations. Changes in the laws and agency rules, as well as in the needs, conditions, purposes, and objectives of the District may result in revisions, deletions, and additions to the policies. Therefore, to the extent permitted or required by law, District personnel policies may be modified, amended, or repealed at any time as the Board determines to be in the best interest of the District.

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

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with Mingus Union High School District. By distributing this handbook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that any and all policies and practices may be changed at any time by Mingus Union High School District and the District reserves the right to change my hours, wages and working conditions at any time as permitted by state law and District policy. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies.

I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee's Name

Date

****TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**