

Glendale Elementary
School District

No. 40



Employee Handbook

Revised 11/13/23

All Employees are expected to review the Employee Handbook and familiarize themselves with the contents.

Where applicable, Board Policies are noted in each section of the Employee Handbook. Employees may access Board Policies by following the process below:

- Employees may view policies from the GESD Home Page at www.gesd40.org; click on the community tab on the external site and select the “Policy Manual” link under “Governing Board”.
- Click on the arrow icon next to Glendale Elementary School District in the list of districts on the left hand side of the page.
- You may browse through the sections looking for a specific policy or you can use the search engines provided on the website to search for the topics that interest you.

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Meet and Confer Negotiated Agreement– April 13, 2023

These recommendations have consolidated recommendations previously approved by the Governing Board with additional recommendations. The Meet and Confer Team comprised of teachers, classified employees, and administrators used the Interest Based Negotiations Process to reach consensus on the recommendations. The Team intends to continue to work closely with the District throughout the academic year to assist in the implementation of approved recommendations, problem solve, and communicate progress.

General/Communications

- ❖ Continue the implementation and progress monitoring of past Meet and Confer recommendations.
- ❖ The Meet and Confer Team or task force develop an employee "handbook" that contains approved Meet and Confer recommendations and other related salary, benefits, and working conditions.
- Include behavior matrix and related student behavior and discipline information (this can be found under the Behavioral Health & School Safety tab on the GESD website)
- ❖ Continue with weekly District update to all staff including Meet and Confer monthly meeting information.
- ❖ Make every effort to provide Spanish translations of information for those employees whose primary language is Spanish.
- ❖ Ensure all site-based information is distributed to all staff.

Salary

- ❖ Accelerate the distribution of available performance pay funds at a higher rate in a sustainable manner.
- For 2023-2024, maintain three payment tiers based upon years of service (cumulative in eligible position) with the GESD.
(\$250, \$500, and \$750 increase for Tier 1, 2, &3 respectively)
 - 0-4 years of GESD service \$3,750
 - 5-9 years of GESD service \$5,000
 - 10+ years of GESD service \$6,250
- ❖ Increase Teacher for Teacher pay to align with increased sub pay (\$125.00).
- ❖ Reconvene the stipend committee to discuss receiving multiple stipends for certified staff (ex. ELD and Gifted)
- ❖ Lessen the consecutive day requirement for classified staff to receive higher pay for filling in for other higher positions.

Benefits

- ❖ Maintaining a competitive benefits package for employees is another strategy that the Team seeks to support and implement. The Team endorses the work of the Insurance Trust and supports the following recommendations.
 - The District will absorb the 6% premium increase for employees
 - Enhance plan design to provide preventative care for skin cancer screening.
 - A slight decrease in the copay for the traditional plan.
 - An additional \$100 to employees who have an HSA account.
- ❖ Create a committee to review the sick leave buy back policy.

Professional Development

- ❖ Each year Campus Monitors and EAs would have the option of coming in for extra paid day of training the week before students arrive, to receive training on student discipline, new duty schedules, new school procedures, and meet new staff. This would be paid out of site M&O.
- ❖ Repurpose classified employee hours for professional development during parent-teacher conference time in October and February.
- ❖ Offer a menu of PD for all classified employee groups.

Student Behavior and Discipline

- ❖ Under the direction of Behavioral Health and School Safety, the District MTSS Team seeks improvements to the MTSS and related processes

- Review, revise and provide relevant professional development with the Behavior Matrix
 - Identify and communicate process for placing and changing student tier levels
 - Evaluate the MTSS program on a quarterly basis
 - Review current disciplinary referral forms and simplify District-wide referral forms. This is in process of finalization and progress to be updated in Monday memo
 - Identify structures to be in place to support classrooms experiencing student disruptions (e.g. Buddy classes where students can go for **brief** "timeouts" prior to a formal disciplinary referral or other "timeout" plan that may remove a student from the class for a **brief** period)
- ❖ Behavioral Health and School Safety, through district and site MTSS committees, coordinate the streamlining and communication of student crisis protocols for each site
 - Identify who is the lead in the event of a student crisis
 - Clarify and communicate the student crisis protocol at each site
 - Identify any professional development needs for faculty and staff related to managing a student crisis
 - ❖ Increase professional development opportunities for staff regarding trauma and social emotional learning strategies for students and staff.
 - Include Food Services, Transportation, and other departments
 - Learn de-escalation and trauma coping strategies.
 - ❖ Provide an updated google drive folder of Behavior lessons organized and labeled by topic.

Class Size

- ❖ During planned monthly meetings beginning in August, members of the Meet and Confer Team will develop an incremental plan to evaluate and address class size and class size standards with goal of lowering class sizes.
- ❖ Place resource class cap size in the Employee Handbook.
- ❖ If funds are available, teachers who have self-contained homeroom classes over the classroom standard for over 50% of the weeks in a semester (August-December and January-May) will receive a stipend of \$500, unless otherwise compensated. Departmentalized teachers will split one stipend for each homeroom class over standard. (Ex. 8 weeks over the standard would qualify during a 15-week semester)
- ❖ If funds are available, continue the class size stipend for classes above standard per semester - \$500 (if possible increase to \$750)

Sub Coverage

- ❖ Include the following norms in the Employee Handbook.

Having an adequate number of substitutes available is vital to maintaining a consistent instructional process for students. It is important to maintain a welcoming and well-structured environment for substitutes so that they will want to come to the District.

The following norms are established to ensure the best learning experience and welcoming environment for students and subs.

- Teachers will provide to the substitute and team leader:
 - Updated, and specific sub plans
 - Notes on students
 - Class norms and systems
- The administrator or designee will:
 - Greet substitutes
 - Walk the substitute to class
 - Introduce the substitute to the team
 - Set expectations to the class and has a conversation with them about their behavior
 - Provide a current/updated class schedule, map, phone list, guest login, and a paper checklist for feedback

- ❖ Provide sub-plan templates for teachers to utilize.

Respect Workload Hours

- ❖ Increase planning time for teachers on Wednesdays
 - Regularly build in time during professional development early-release days for processing, planning, and implementation.
- ❖ Schedule data "digs" and professional development time to maximize time to meet with parents by using en/PLC time and one-hour PD time on Fridays instead of Wednesdays of conference weeks.
- ❖ Communicate consistent expectations for non-contract hours.
- ❖ Research the implementation of social-emotional learning time (i.e. master schedule)
- ❖ Administrators identify committees in advance and communicate to employees before the start of a new school year.
- ❖ Allow for EA planning time when pulling small groups.
- ❖ One Wednesday a quarter will be set aside for PLC work time. This is in addition to the quarterly grading day.
- ❖ Have a set amount of required after school events to attend per semester or quarter.

Maintenance, Operations, and Facilities

- ❖ The capital improvement plan is available to stakeholders
 - Capital Plan communicated to stakeholders
- ❖ Communicate protocols for maintenance work orders
 - Annual update will be published in September regarding plan
- ❖ The Director of Facilities will update the report of progress on maintenance and facilities projects and work with the Assistant Superintendent of Finance on identifying and prioritizing future projects that improve the safety, functionality, and appearance of facilities as resources become available.

Classroom Resources

- ❖ Communicate the availability of surplus supplies and Schoolhouse Room.
- ❖ Create a workable system of access to supplies on demand that is clearly communicated for accountability.
- ❖ All sites will utilize the same form (Google Doc/Form) to request resources to be reviewed by the site committee (curriculum/wish list) or other appropriate person or committee.
 - A check box could identify curriculum, basic supplies, and "Wish List" items.
- ❖ Develop a process to evaluate/assess the value of resources and eliminate ones that are not as valuable.
- ❖ Set standard for educational assistant access and time to check email that is built into schedule. Ensure employees know where the computers are located, how to login, and how to print.
- ❖ All sites have a spot for classified staff to utilize four computers with printing capabilities, webcam, and training.
- ❖ Investigate a related arts supply standard and budget.

Cultural Commitments

- It is the goal of GESD to create a culture in which staff demonstrate personal accountability and ownership for the welfare of our students and staff. We will accomplish this by:
 - Bringing concerns partnered with solutions to the table
 - Committing to being actively involved in working towards a solutions-based process
 - Recognizing, formally and/or informally, one another for our efforts
- It is our collective responsibility to communicate effectively. We will accomplish this by:
 - Collecting and disseminating factual information (i.e. committees, staff meetings, school newsletters)
 - Taking responsibility for accessing the information
 - Actively seeking clarification
 - Participating in open dialogue
- It is a goal to promote a culture of work/life balance. We will accomplish this by:
 - Limiting required meetings
 - Prioritizing responsibilities
 - Organizing resources to increase productivity
 - Promoting the wellness program

GLENDALE EMPLOYEE HANDBOOK DISCLAIMER

The Glendale Employee Handbook is a guide to personnel policies and practices that are most often used by the Glendale Elementary School District staff. Employees who have questions or need more detail should refer to the District's policy manual, their supervisor, and then the Human Resources Department. In conformity with the understandings stated on the employment application and the policies of the District regarding employment status of personnel, this handbook and the items contained, referred to or mentioned herein, are not intended, nor are they to be construed to constitute a contract or part of a contract of employment between the District and any one or all of its personnel. No statement in this handbook is intended nor does it provide a legitimate expectancy for any benefit greater than that provided for in the employee's contract or employment agreement. No statement in this handbook is intended nor does it provide a legitimate basis for an expectation of a term of employment greater than provided by the contract or employment agreement between the District and the individual employee. Nothing in this handbook provides for any process or procedure involving discipline including dismissal of employee different or greater than that provided by contract, employment agreement, or District policy. This handbook and its contents are presented as a matter of information and direction only and the contents may be changed within the discretion of the Administration. Governing Board policies may be changed with or without notice by the Glendale Elementary School District Governing Board at any time. Adoption of new policies or the revision or repeal of existing policies is the responsibility of the Board. See policy BGB for an outline of procedures for policy adoption

The provisions of this handbook can be unilaterally changed by the Administration without additional consideration or compensation.

This handbook supersedes any previous handbooks.

A complete copy of the GESD Board Policies can be accessed from the GESD Home Page at www.gesd40.org; Click on the "Governing Board" tab at the top of the page. You will then click on "Policy Manual" on the left side of the page.

GENERAL INFORMATION

The mission of the Glendale Elementary School District: Our highly trained and caring staff in partnership with our families and community ensures each student will achieve the academic excellence and confidence to embrace a future of higher education leading to a productive and fulfilling life.

The Glendale Elementary School District operates under the statutes of the State of Arizona, federal laws and regulations, and the policies of the Glendale Elementary Governing Board.

Governing Board

Current members of the Board are; Mike Martinez, Board President; Brenda Bartels, Board Clerk; Monica Pimentel, Hector Jaramillo and Mary Ann Wilson, Board Members.

Governing Board meetings are held at 5:30 p.m. on the second Thursday of each month (with some exceptions). Special meetings may be called as needed for study sessions on the budget and for in-depth review of other areas relating to the business of the school District. The agenda is posted in advance at each school site and the district office. Staff, parents, and community members are encouraged to attend. You can call (623) 237-7135 to obtain a personal copy of the agenda.

District Administration

Mrs. Cynthia Segotta-Jones is the Superintendent. She is interested in effective communication with all members of our organization. She can be contacted at (623) 237-7136 or by district e-mail.

Mrs. Deby Valadez is the Assistant Superintendent for Human Resources. She can be reached at (623) 237-7125. She oversees the recruitment and employment of all district staff, as well as staff salaries and benefits. If you have any questions related to your status as an employee, please contact Human Resources at (623) 237-7125.

Mrs. Norma Jauregui is the Assistant Superintendent for Educational Services. She is responsible for coordinating all aspects of the Educational Services in the District process. She can be reached at (623) 237-7224.

Mr. Mike Barragan is the Assistant Superintendent for Finance and Auxiliary Services. He supervises all support functions (i.e., transportation, food services, technology, payroll, etc.). He can be reached at (623) 237-7110.

Dr. Louis Laffitte is the Assistant Superintendent for Behavioral Health and School Safety. He oversees the daily functioning of student services, school and district safety, discipline, social and emotional learning, and diversity and inclusion. He can be reached at (623) 237- 7160.

For information on:

Change of Home Address, Contact Information, retirement, etc. **Call:** Human Resources (623) 237-7143/7125

Leave of Absence / Absence Management System

HR Technician (623) 237-7128

Grievances

Deby Valadez (623) 237-7125

Benefits

Jodi Finnesy (623) 237-7149

Payroll

Supervisor Alejandra Lopez

(623) 237-7105

Payroll Technician (623) 237-7112

Payroll Technician (623) 237-7114

**GLENDALE ELEMENTARY SCHOOL DISTRICT
DIRECTORY OF SCHOOLS
2023-2024**

GLENDALE LANDMARK K-8

Mr. Josh King, Principal
VACANT, Asst. Prin.
Ms. Crystal Pinon, Admin. Sec
5730 W. Myrtle Avenue
Glendale, AZ 85301
(623) 237-4001

HAROLD W. SMITH K-8

Ms. Tarrah Bernabe, Principal
Mr. Donald (Tevis) Madison, Asst. Prin.
Ms. Cheryl Rodgers, Admin. Sec
6534 N. 63rd Avenue
Glendale, AZ 85301
(623) 237-4003

WILLIAM C. JACK K-8

Ms. Katie Oczytko, Principal
Ms. Alba Cordova, Asst. Prin.
Ms. Brandi Ruiz, Admin. Sec
6600 W. Missouri Avenue
Glendale, AZ 85301
(623) 237-4005

DON MENSENDICK K-8

Ms. Tamara Yazzie, Principal
Ms. Courtney Voise, Asst. Prin.
Ms. Angela Ramirez, Admin. Sec 5535 N.
67th Avenue
Glendale, AZ 85301
(623) 237-4006

GLENN F. BURTON K-8

Ms. Catherine Laser, Principal
Mr. Bryan Estes, Asst. Prin.
Ms. Alicia Ramirez, Admin. Sec
4801 W. Maryland Avenue
Glendale, AZ 85301
(623) 237-4007

GLENDALE AMERICAN K-8

Ms. Jennise Conley, Principal
Ms. Sarah Akeley, Asst. Prin.
Ms. Jasmine Chambers Rose, Admin. Sec
8530 N. 55th Avenue
Glendale, AZ 85302
(623) 237-4008

HORIZON K-8

Ms. Sarah Balder, Principal
Ms. Emma Lancaster, Asst. Prin.
Ms. Amy Peltz Admin. Sec
8520 N. 47th Avenue
Glendale, AZ 85302
(623) 237-4010

CHALLENGER K-8

Mr. Brad Horstman, Principal
Ms. Marisol Molina, Asst. Prin.
Mr. Timothy Frankzkowiak, Admin. Sec
6905 W. Maryland Avenue
Glendale, AZ 85303
(623) 237-4011

BICENTENNIAL SOUTH K-8

Ms. Tamie Nicol, Principal
Ms. Heather Morrison, Asst. Prin.
Ms. Araceli Benavides Castaneda, Admin. Sec
7240 W. Colter Street
Glendale, AZ 85303
(623) 237-4012

DISCOVERY K-8

Ms. Angelique Saiz, Principal
Ms. Caitlyn Smith, Asst. Prin.
Ms. Anne Frystak, Admin. Sec
7910 W. Maryland Avenue
Glendale, AZ 85303
(623) 237-4013

DESERT SPIRIT K-8

Ms. Santana Carrillo, Principal
Ms. Randall Perez, Asst. Prin.
Mr. Saul Mota Enriquez, Admin. Sec
7355 W. Orangewood Avenue
Glendale, AZ 85303
(623) 237-4016

SUNSET VISTA K-8

Ms. DeAnza Baker, Principal
Ms. Carly Hernandez, Asst. Prin.
Ms. Stephanie Hoepelman, Admin. Sec
7775 W. Orangewood Avenue
Glendale, AZ 85303
(623) 237-4017

**GLENDALE SUCCESS ACADEMY
(GSA) K-8**

Dr. Louis Laffitte, Asst. Supt.
Ms. Josie Vasquez, Admin. Sec
7301 N. 58th Avenue
Glendale, AZ 85301
623-237-7240

**GLENDALE ELEMENTARY
ONLINE (GEO) K-8**

Dr. Gerry Petersen-Incorvaia, Exec. Dir.
Ms. Nicole Maciel Munoz, Admin. Sec
7301 N. 58th Avenue
Glendale, AZ 85301
623-237-6300

DESERT GARDEN PRESCHOOL

Ms. Christy Discello, Coordinator
Ms. Zuri Perez, Admin. Sec
Ms. Verenise Aguayo, Secretary
7020 W. Ocotillo Road
Glendale, AZ 85303
623-237-4014

**GLENDALE SYSTEM OF CARE
CENTER**

Mr. Denis Parcels, Coordinator
Ms. Maria Parra, Admin. Sec
7677 W. Bethany Home Rd
Glendale, AZ 85303
623-237-4015

GESD 2023-2024 SCHOOL YEAR AT-A-GLANCE

July 2023						
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January 2024						
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February 2024						
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March 2024						
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April 2024						
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May 2024						
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June 2024						
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July

July 4 – Independence Day
 July 24-28 – New Teachers Report

July/August

July 31-Aug. 4 – Staff Preparation Days
 Aug. 7 – School Starts

September

Sept. 1 – Professional Growth Day
 Sept. 4 – Labor Day

October

Oct. 5-6 – Parent/Teacher Conferences
 Oct. 9 – Indigenous Peoples' Day/Columbus Day
 Oct. 9-13 – Fall Break

November

Nov. 10 – Veterans Day (Observed)
 Nov. 22-24 – Thanksgiving Break

December/January

Dec. 22-Jan. 5 – Winter Break

January

Jan. 8 – Professional Growth Day
 Jan. 9 – Second Semester Starts
 Jan. 15 – Martin Luther King Jr. Day

February

Feb. 19 – Presidents' Day

March

March 14-15 – Parent/Teacher Conferences
 March 18-22 – Spring Break

May

May 23 – Last Day of School/Early Release
 May 27 – Memorial Day

Instructional Days

First Semester – 89
 Second Semester – 91
 Total of 180 days

Instructional Grading Period:

Quarter 1: August 7 - October 6
 Quarter 2: October 16-December 21
 Quarter 3: January 9 - March 15
 Quarter 4: March 25 - May 23

Key

School Starts/Ends
Holidays/Breaks
Early Release Day
Professional Growth Day
Staff Preparation Days
Parent/Teacher Conferences

Revised April 18, 2023



**GLENDALE
ELEMENTARY
SCHOOL DISTRICT**

7301 N. 58th Ave.
Glendale, AZ 85301
(623) 237-7100
gesd40.org

2023-2024 SCHOOL AND OFFICE HOURS

DISTRICT OFFICE HOURS: 7:00 a.m. – 4:30 p.m.

GLENDALE AMERICAN, GLENN F. BURTON, DISCOVERY AND HORIZON:

Monday – Friday:	7:30 a.m. – 2:30 p.m.
Early Release:	7:30 a.m. – 11:30 a.m.
School Office Hours:	7:00 a.m. – 3:00 p.m.

BICENTENNIAL SOUTH, WILLIAM C. JACK, DON MENSENDICK, HAROLD W. SMITH AND
SUNSET VISTA:

Monday – Friday:	8:15 a.m. – 3:15 p.m.
Early Release:	8:15 a.m. – 12:15 p.m.
School Office Hours:	7:45 a.m. – 3:45 p.m.

CHALLENGER, DESERT SPIRIT, GLENDALE SUCCESS ACADEMY
AND GLENDALE LANDMARK:

Monday – Friday:	9:00 a.m. – 4:00 p.m.
Early Release:	9:00 a.m. – 1:00 p.m.
School Office Hours:	8:30 a.m. – 4:30 p.m.

Early Release

Every Wednesday is Early Release with the exception of December 20, 2023 and May 22, 2024.

Additional Early Release Dates:

October 5-6:	Parent/Teacher Conferences
March 14-15:	Parent/Teacher Conferences
May 23:	Last Day of School

Full-Day Release for Professional Growth

September 1, 2023
January 8, 2024



GESD POLICIES

CONDUCT

*(see policies GBEB and GBEB-R.
Also refer to GCQF and GDQD.)*

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.

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

- A. Physical or verbal abuse of, or threat of harm to, anyone.
- B. Causing damage, or threat of damage, to property of the District or property of a member of the community or a visitor to the school when the property is located on premises controlled by the District.
- C. Forceful or unauthorized entry to or occupation of District facilities, including buildings and grounds.
- D. Use, possession, distribution, or sale of alcohol or of drugs or other illegal substances.
- E. Use of profane or abusive language, symbols, or conduct.
- F. Failure to comply with lawful direction of District officials, security officers, or any other law-enforcement officer, or failure to identify oneself to such officials or officers when lawfully requested to do so.
- G. The carrying or possession of a weapon on school grounds without authorization from the appropriate school administrator.
- H. A violation of District policies and regulations.
- I. Any conduct violating federal, state, or applicable municipal law or regulation.
- J. Any other conduct that may obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions of the District, or any other activity sponsored or approved by the Board.
- K. The use of District resources, as defined in A.R.S. 15-511 and District Policy GBI, Staff Participation in Political Activities, to influence the outcome of an election.

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

- A. Thoroughly acquaint themselves with the rules, regulations, and other information applicable to them contained within the policies of the Board.
- B. Conduct themselves in a manner consistent with effective and orderly education and to protect the students and the District property.
- C. Maintain order in a manner consistent with District policies and regulations.
- D. Comply promptly with all orders of the Superintendent and the administrator who is their immediate supervisor.
- E. Dress and maintain a general appearance that reflects their position and does not detract from the educational program of the school.

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

1. A violation of A.R.S. 13-3102 [possession of a deadly weapon on school grounds].
2. A violation of A.R.S. 13-3111 [possession of a firearm by a minor without authorization (in Maricopa and Pima Counties and where otherwise adopted by local ordinance)].
3. A violation of A.R.S. 13-3411 [possession, use, or intent to sell marijuana, peyote, or dangerous or narcotic drugs, or intent to sell prescription-only drugs in a drug-free school zone (i.e., school grounds and the area within three hundred [300] feet and public property within one thousand [1,000] feet of school grounds, the area at a school bus stop, and a school bus)].

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

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

REPORTING SUSPECTED CRIMES OR INCIDENTS

Staff members are to report any suspected crime against a person, property that is a serious offense, involves a deadly weapon, or dangerous instrument or that could pose a threat of death or serious injury to employees, students or others on school property. All such reports shall be communicated to the Superintendent who shall be responsible for reporting to local law enforcement in compliance with A.R.S. 13-3620

A person who is employed by the School District or is an applicant for employment with the school district, who is arrested for or charged with any non-appealable offense listed in section 41-1758.03, subsection B and who does not immediately report the arrest or charge to the person's supervisor or potential employer is guilty of unprofessional conduct and the person shall be immediately dismissed from employment with the School District or immediately excluded from potential employment with the School District.

ETHICS

(see policy GBEA)

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:

- A. Makes the well-being of students the fundamental value of all decision making and actions.
- B. Maintains just, courteous, and proper relationships with students, parents, staff members, and others.
- C. Strives for the maintenance of efficiency and knowledge of developments in the employee's field of work.
- D. Fulfills job responsibilities with honesty and integrity.
- E. Directs any criticism of other staff members or of any department of the school system toward improving the District. Such constructive criticism is to be made directly to the school administrator who has the responsibility for improving the situation.
- F. Supports the principle of due process and protects the civil and human rights of all individuals.
- G. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
- H. Implements the Governing Board's policies and administrative rules and regulations.

- I. Refrains from using school contacts and privileges to promote partisan politics, sectarian religious views, or selfish propaganda of any kind.
- J. Pursues appropriate measures to correct any laws, policies, or regulations that are not consistent with sound educational goals.
- K. Avoids using position for personal gain through political, social, religious, economic, or other influence.
- L. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
- M. Stresses the proper use and protection of all school properties, equipment, and materials.
- N. **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 WITH STUDENTS

(see policy GBEBB)

Employees are expected to exercise general supervision over the conduct of students, not only while in the schoolroom but also before and after school and during recess. At all times, teachers and other staff members will accord students the dignity and respect that they deserve, and avoid embarrassing any student unnecessarily.

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

Students shall not have the right to interfere with the efforts of instructional staff members to coordinate or assist in learning, to disseminate information for purposes of learning, or to otherwise implement a learning program.

Nor shall a student have the right to interfere with the motivation to learn or the learning activities and efforts of other students. No student shall have the right to interfere with or disrupt any employee's work activities.

All personnel employed by the District are expected to relate to students of the District in a manner that maintains social and moral patterns of behavior consistent with community standards and acceptable professional conduct.

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

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

Violations of the policy shall be considered insubordination and may result in severe disciplinary action.

STUDENT SAFETY

(see policy JLI)

Teachers are responsible for their classes at all times. At no time are students to be left unsupervised.

STUDENT TRANSPORTATION IN PRIVATE VEHICLES

(see policy EEAG)

The Board specifically forbids any employee to transport students for school purposes without prior authorization by the Superintendent.

Students may be transported only in school approved vehicles operated by District authorized personnel during school or school sponsored functions.

The Superintendent may develop regulations to govern the use of private vehicles for transporting students. Any

exception must be specifically approved by the Superintendent.

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

(see policy GBI)

The Board recognizes the right of its employees, as citizens, to engage in political activity. However, school time, personnel, District equipment, supplies, materials, buildings, or other resources may not be used to influence the outcome of elections.

VOTING

The Governing Board believes that an employee who is qualified to vote in a primary or general election in the State of Arizona shall be entitled to voting leave with pay for the purpose of voting.

Glendale Elementary School District employees shall be given an opportunity to exercise their voting rights. In accordance with Arizona Revised Statutes (A.R.S.), the following guidelines shall be used:

1. By law (A.R.S. §16-402), "A person entitled to vote at a primary or general election held within this state may the day of election absent himself, for the purpose of voting, from the service or employment at which he is employed if there are less than three consecutive hours between the opening of the polls and the beginning of his regular work shift or between the end of his regular work shift and the closing of the polls.

In such event, he may absent himself for such length of time at the beginning or end of his work shift that, when added to the time difference between work shift hours and opening or closing of the polls, will provide a total of three consecutive hours. He shall not, because of such absence, be liable for any penalty, nor shall any deduction be made therefore from his usual salary or wages. Application shall be made for such absence prior to the day of election, and the employer may specify the hours during which the employee may absent himself."

2. An employee wishing to take advantage of this type of leave **must make a written request at least one day prior to the election.** The supervisor shall specify the hours during which the employee may be absent (a.m. or p.m.).
3. An employee who has been granted leave for the purpose of voting shall be subject to disciplinary action if it should subsequently be determined that he/she had no intention of voting and, in fact, did not vote in the election.

TRANSPORTATION SERVICES

(see policy EEB)

Administrators shall be responsible for making certain that the use of school vehicles is not abused inside or outside the District, and it is the responsibility of such administrative personnel to assure that all travel has final approval from the District administration office. Use of private vehicles for school purposes must be approved by the Superintendent.

No school vehicle shall be used for personal business, unless the personal business is incidental to a school-related trip. On a space-available basis, an employee's family may be included on an out-of-town trip if approval is granted by the Superintendent. Only Governing Board members or District employees may drive the vehicle. A school vehicle shall not be taken to an employee's home at night unless the employee has permission from the Superintendent.

CASH IN SCHOOL BUILDINGS

(see policy DM)

Monies collected by school employees and/or by student treasurers shall be handled in accordance with prudent business procedures as outlined by the U.S.F.R. All monies collected shall be receipted, accounted for, and directed without delay to the proper location of deposit. In no case shall money be left overnight in school buildings, except in safes provided for safekeeping of valuables.

STAFF PERSONAL SECURITY AND SAFETY

(see policies GBGB and GBGB-R)

Employees who are threatened with harm by an individual or group while carrying out assigned duties shall immediately notify the building principal or supervisor, who should then notify the Superintendent. Immediate steps will be taken in cooperation with the employee to provide every reasonable precaution for the employee's safety. Precautionary steps, including any advisable legal action, shall be reported to the Superintendent's office at the earliest possible time.

HEALTH AND SAFETY

(see policy GBGCB)

It is the policy of the School District to take reasonable and lawful measures to protect students and staff members from the transmission of communicable diseases.

DRESS CODE

(see policy GBEBA-R)

All District employees who are in the position of meeting students, parents and the general public are expected to dress as professionals and model appropriate attire for students and the educational community. It is recognized employees enjoy the freedom to express their individuality; however, it is expected that certain standards for appearance be met while fulfilling their job responsibilities as a Glendale Elementary School District (GESD) employee.

It is necessary that dress and personal appearance be appropriate for a school setting and not disrupt the classroom atmosphere or educational process. Minimally, professional standards of dress shall include the following expectations:

- A. It is necessary for clothing to be neat, clean and free of frays, holes or tears.
- B. Clothing should be modest and should not expose undergarments, breasts, midriffs, or buttocks.
- C. The length of skirts and dresses should be modest, between mid-thigh and knees or longer.
- D. Tops should be appropriate, avoiding those which are sheer, too loose or low cut, causing inappropriate exposure.
- E. Graphic representations on clothing, accessories or the body (including tattoos) shall not display profanity or obscene gestures, nor shall it support alcohol, cigarettes, drugs or sexual activity.
- F. Warm up suits, sweat pants, exercise clothing, shorts between mid-thigh and knees or longer and skorts are only acceptable for physical education teachers or coaches.
- G. Overalls and denim blue jeans are not appropriate attire for professional staff. Color jeans are acceptable.
- H. Rubber flip flops (i.e., beach-wear) are not appropriate footwear.
- I. Caps or hats may be worn only outside the building. Exceptions will be made for head coverings needed due to chemotherapy, religious purposes, and other related matters.
- J. Body piercings and tattoos should not detract from professional responsibilities or pose a safety risk.

It is recognized that on certain occasions there may be exceptions to this dress code. For example, when a theme for the school or community calls for clothing outside the dress code. Similarly, certain field trips may require clothing outside the normal dress code. The school principal may approve "spirit days" or other occasions throughout the year in which the staff may be encouraged to wear clothing outside the normal dress code.

The principal/department supervisor may place additional restrictions or requirements on clothing and appearance if he/she feels attire or appearance is inappropriate or disruptive to the educational process, or if certain attire is necessary to the workplace. Certain job positions may require apparel specific to the job assignment.

It is recognized that all employees shall enjoy full rights of citizenship and liberty as guaranteed by the Constitutions of the United States and Arizona. However, individual freedom of expression must be balanced with the impressionability of students, particularly since they are a "captive audience." Therefore, it is necessary to observe the following:

- A. Religious dress, marks, emblems or insignias are permissible provided they do not proselytize or disparage religion.
- B. It is necessary for clothing to be free of political messages. Political messages are defined as those that are intended to influence the outcome of elections or to support and/or oppose a particular political candidate, issue, party, or point of view.

The Governing Board recognizes that implementation of this guideline calls for mature, sensible, rational action on the part of the school staff so that professionalism and individuality are reasonably balanced. This guideline

is not intended to unduly restrict personal expression, but rather ensure an appropriate learning environment.

ELECTRONIC INFORMATION SERVICES (EIS) USER AGREEMENT

ACCEPTABLE USES

I understand and agree as follows:

1. The Electronic Information Services (EIS) System has been established for a limited educational purpose and may only be used for educational purposes. The term “educational purposes” includes classroom activities, career or professional development, limited high- quality personal research and other work related purposes. I may not use the system for entertainment purposes (unless specific permission is given for this purpose), commercial purposes or political lobbying. I am expected to follow the rules set forth in the District’s disciplinary code and the law. In addition to this Agreement, use of the EIS System is governed by Governing Board Policy IJNDB and Administrative Regulation IJNDB-R, copies of which are available at each school office
2. The EIS System has not been established as a public access service or a public forum. Therefore, the District has the right to place reasonable restrictions on the material accessed or posted through the system. I am expected to follow the rules set forth in the District’s Policies and Administrative Regulations and the law. I realize that all email, phone messages/calls, and other forms of electronic communication, accessed through district devices, can be recorded and stored along with the source and destination of the communication, and that messages are not necessarily deleted when I delete them.
3. EIS provides for personal devices to be connected to guest wireless accounts. This is the only acceptable method of connecting a personally owned device (such as a laptop, smartphone, iPad, or tablet) to the District network. No other method of connecting to the District network, through local area connections or other wireless networks, is permitted. As these devices are not managed by the District, heavier restrictions may apply which cannot be altered or removed. Guest networks are provided for educational or business purposes only. Bandwidth resources are limited. Connecting a personal device is a privilege and may be revoked or limited at any time for any reason, especially for safety and security concerns.
4. Students and employees may use certain personally owned technology devices for educational activities at school, but the District must protect its own hardware, software, and other resources from abuse or damage. The District does not assume liability for damage or loss of personal equipment or data found thereon. Personally owned computer devices such as a tablet, netbook, small laptop, smartphone, or equivalent (e.g. iPod, iPad, Kindle, Android Tablet, Chromebook, Nook, etc.) may be used in the classroom if the device is approved by the Information Technology Department and if there is explicit permission from the school principal and (for students) individual teachers and a legal guardian. On a case- by-case basis, this privilege may be taken away for individuals at any time and for any reason. Because of safety concerns and power constraints, personal devices must be battery operated and must never be plugged into a power outlet at the District, with the exception of teacher printers and scanners.

The District, through designated personnel, retains the right to inspect personal devices, USB thumb drives, computer equipment and any data or software within at any time to ensure compliance with the Children’s Internet Protection Act (CIPA) and district rules and policies. Some inspections may be done automatically, remotely, silently, and without regard to personal files. If viruses, spyware, hacking tools, or inappropriate material is found, your personal files may be permanently deleted, altered or copied. If Illegal or objectionable material is found that violates this agreement or any local, state or federal law, the device may be confiscated.

If you bring an approved personal device to the District, you agree to the following:

- a. I am using my personal device with the permission of the District, District representatives, and (for students) a legal guardian.

- b. I will use this equipment for educational or approved District business purposes only.
 - c. I will follow all district rules regarding the use of technology
 - d. I will not connect this equipment directly to the district network, which includes all network cables, jacks, and switches. Instead, I will connect to the guest wireless network if I want Internet access.
 - e. I will not supplement my personal devices with District resources such as paper and toner.
 - f. I understand that the school and District are not responsible if my equipment is lost, stolen, or damaged.
 - g. I understand that the district information technology department, a principal, or a teacher (for students) may inspect my equipment (including software and files) in order to verify that I am following the rules.
 - h. I will only connect the following personal devices to the District: USB thumb drives, tablets, netbooks, small laptops, iPods/smartphones or equivalent, printers/scanners/cameras (employees only) so long as they connect directly to a computer/laptop and not to the network.
 - i. I will use help documents on the District website or instruction manuals for my device instead of asking District employees to support my personal equipment.
5. Publicly available web services on the EIS System may be used from networks outside of the EIS System. Examples include the website, webmail, District email, student and employee information systems. Upon termination or at the discretion of the District, your email may be locally or remotely wiped from your personal device.

UNACCEPTABLE USES

To prevent against unacceptable use of the EIS System, I understand and agree as follows:

1. Illegal Activities

- a. I will not attempt to gain unauthorized access to the EIS System or any other computer system through the EIS System or go beyond my authorized access. I will not attempt to log in through another person's account.
- b. I will not attempt to disrupt the EIS System or destroy data by spreading viruses or by any other means.
- c. I will not use the EIS System to engage in any other illegal or inappropriate acts (drug or alcohol purchase, distribution or sale, criminal gang activity, threatening conduct, etc.).

2. Plagiarism and Copyright Infringement

- a. I will not plagiarize works I find on the Internet. Plagiarism is taking the ideas or writing of others and presenting them as if they were mine.
- b. I will respect the rights of copyright owners. Copyright infringement would occur if I inappropriately reproduce a work or software program that is protected by a copyright. If a work or software program contains language that specifies appropriate uses of that work or program, I will follow those requirements. If I am unsure of whether I may use a work or program, I will request permission from the copyright owner. I will ask a teacher or EIS System administrator if I have questions.

3. System Security

- a. I am responsible for my individual account. I will not provide my password to another person or use another person's password unless I have obtained prior written permission to do so from my teacher (for a student) or an EIS System administrator (for an employee).
- b. I will not permit another person to use my account or use another person's account.
- c. I will immediately notify my teacher or the EIS System administrator if I have identified a possible security problem, including, but not limited to, the unauthorized use or alteration of a password, file, attempts to access information, files or system areas beyond those for which a user has been granted access.
- d. I will not download any software unless I have obtained prior, written permission to do so from my teacher (for a student) and an EIS System administrator (for an employee).
- e. I will immediately report any suspected malware, suspicious email or unusual computer activity to the District IT Department.
- f. I will not act to or attempt to harm, destroy data or otherwise deny or interfere with service to other users

of the EIS System.

- g. I will not act to or attempt to repair, modify or destroy District owned computer or communications equipment without prior approval. All requests for repair or service will be channeled through the District user support system.
- h. I will not move or remove any District-owned or administered computer equipment from the District's premises without prior approval.
- i. I will not physically or electronically attach any other device (i.e. external disk, printer or video system) to the District's equipment without prior approval. I understand I will be responsible for reimbursing the District for any expense incurred by the District for remedying problems I create by violating this provision.
- j. I understand that the District may remove any unauthorized or unlicensed software from any District computer upon detection of the same.
- k. I recognize that the District cannot guarantee the privacy of electronic information relative to other users or third parties and that the level of privacy and integrity of the system depends largely on the security measures each user takes.

4. Language

- a. I will not use obscene, lewd, vulgar, rude, inflammatory, threatening or disrespectful language.
- b. I will not post information that could cause damage or danger of disruption to the educational environment or operations of the District.
- c. I will not engage in personal attacks, including prejudicial or discriminatory attacks on individuals or groups. I will not harass others. Harassment is persistently acting in a manner that distresses or annoys another person. If I am told by someone to stop sending them messages, I will immediately stop.
- d. I will not knowingly or recklessly post false or defamatory information about a person or organization.
- e. I will not post chain letters or engage in "spamming" (sending unnecessary messages to a large number of people).

5. Inappropriate Transmission Of And Access To Material.

- a. I will not transmit or access material that is profane or obscene (i.e. pornography), that advocates illegal acts, or that advocates violence or discrimination towards others (i.e. hate literature).
- b. If I mistakenly access inappropriate information, I will immediately tell a teacher (for a student) or my supervisor (for an employee) so they know I did not intentionally access the information.
- c. I will transmit communications using only District approved and District managed communication systems. I will not use free, web-based mail, messaging, videoconferencing or chat services, except in special cases where arrangements have been made in advance and approved by the District's authorized supervisory personnel.
- d. The development and posting of all web pages must be pre-approved in a manner specified by the school. Material placed on web pages must relate to school and career preparation activities.

6. General Network Etiquette.

- a. I will be brief. Few people will bother to read a long message.
- b. I will minimize spelling errors and make sure my message is easy to understand and read.
- c. I will use accurate and descriptive titles in my communications, so people will know what it is about before they read it.
- d. I will get the most appropriate audience for my message, not the widest.
- e. I will remember that humor and satire is very often misinterpreted.
- f. I will remember that if I post to multiple groups, I will specify all groups in a single message.
- g. I will site references for any facts I present.
- h. I will not attack correspondents; I will persuade them with facts.
- i. I will exercise good judgment and care to ensure that I do not report messages or otherwise use the EIS system in a manner that will embarrass, hurt or harm others.

Internet Safety in Policy IJNBD

I have read the District Internet Safety Policy and agree to follow its guidelines and the guidelines of the Children's Internet Protection Act (CIPA), which lists the appropriate use of the network and Internet at the District, including but not limited to the following:

1. Network and Internet Guidelines.
 - a. Filtering of inappropriate material.
 - b. The District's responsibility to supervise, monitor and educate the usage of the online computer network and access to the Internet.
 - c. Safety and security of minors when using electronic communications.
 - d. Unauthorized access, including "hacking" and other unlawful activities.
 - e. Unauthorized disclosure, use and dissemination of personal information.
 - f. Cyberbullying and inappropriate online behavior.

MY RIGHTS

I understand that the District may restrict my speech for valid educational or business reasons. The District will not restrict speech on the basis of a disagreement with my opinions. I understand and agree that:

1. I have no right of privacy with respect to the EIS System, including software, E-mail or Internet access. My parents can request to see the contents of my E-mail files at any time (applies to students under 18 years).
2. Routine maintenance and monitoring of the EIS System may lead to discovery that I have violated District Policies, Administrative Regulations, this Agreement or the law.
3. An individual search will be conducted if there is a reasonable suspicion I have violated this Agreement, District Policy, Administrative Regulation or the law. The investigation will be reasonable and related to the suspected violation.
4. The District will cooperate fully with local, state or federal officials in any investigation related to any illegal activities conducted through the EIS System.
5. If I am alleged to have violated this Agreement, District Policy IJNDB or Administrative Regulation IJNDB- R or the law in my use of the EIS System, I will be provided with notice of the suspected violation and an opportunity to present an explanation of what occurred. If the alleged violation also involves a violation of pay for other provisions of the District's disciplinary code, it will be handled in a manner described in the disciplinary code.
6. The District reserves the right to restrict or revoke my use of the EIS System at any time, if deemed within the District's best interest.

Replacement of Broken or Stolen Equipment

I understand that the District may assign laptops and/or other mobile devices and that I am responsible for the total replacement cost of any such devices and/or accessories that are lost, stolen, or damaged while not on District property or a District-approved offsite location such as a conference or similar event. If the device is stolen from my vehicle, even while parked on District property, I will use every means possible to reimburse the District, including filing a claim with my personal insurance company.

DISCLAIMER OF LIABILITY

1. The District makes no warranties of any kind, expressed or implied, for the services provided. The District shall not be liable for damages I suffer caused by my inappropriate use of the EIS system, copyright violations, mistakes or negligence.
2. The District shall not be responsible for any costs I incur without the District's prior written permission.
3. The District shall be not responsible for ensuring the accuracy or usability of any information found on the Internet.
4. The District shall not be responsible for any damages I suffer while using its EIS system, such as loss of data, malfunctions, delays, non-deliveries, miss deliveries or service interruptions caused by the service or by my errors or omissions.
5. Use of any information obtained via the information service is at my own risk.
6. Parents, adult students and employees can be held financially responsible for any harm to the system as a

result of intentional misuse.

The Electronic Information Services User Agreement was last updated on May 4, 2012. Note that the District may update this agreement at any time, with or without notice.

GLENDALE ELEMENTARY SCHOOL DISTRICT EIS USER AGREEMENT ADDENDUM FOR DISTRICT EMPLOYEES AND SIGNATURE PAGE

1. Uses of the EIS System need not always be formal, but they must be professional. Your E-mail signature will include your name and position with the District.
2. The District reserves the sole discretion to decide what information is a public record. The District may disclose any public record without permission or knowledge of an EIS System user.
3. Sending an E-mail from a school or other District facility is analogous to using school letterhead. Employees must be careful not to have their own statements mistakenly attributed to the District
4. District employees must take special care to protect against inappropriate or negligent disclosure of confidential information concerning students.
5. All communications (including E-mail message) are property of the District and may be viewed by the Superintendent and/or the EIS System administrator when it is in the District's best interest to do so.
6. Personal use of the EIS System is restricted. The following rules apply to personal use of the EIS System:
 - a. The use must be at virtually no cost to the District.
 - b. The degree or extent of personal use must always be petty or insignificant compared to use for assigned work.
 - c. No publishing is allowed if the content or purpose is personal. No personal web pages, postings to Internet groups, chat rooms, web pages or list services are permitted.
 - d. No privately owned device may be connected to District systems without the prior, written permission of the EIS System administrator.
 - e. Personal E-mail should be read and deleted. Personal e-mail should not be stored on the system.
 - f. Internet games and personal games may not be used. Games that come with software may be used only with prior written District permission. They may be permitted only during normal lunch breaks.
7. Teachers may be held responsible for what their students do when using the computer system. Teachers should lock the door or log out when leaving the computer unattended.
8. Do not use the EIS System in any way for the purpose of practical jokes.
9. Do not subscribe to mailing lists/List services that do not relate directly to your job.
10. Do not send E-mail messages to all EIS System E-mail users. E-mail messages, which need to be distributed to all users, must be submitted to the Director for Educational Technology or designee for distribution.
11. The EIS system may not be used to lobby, solicit, recruit, sell, or persuade for or against religious or political causes, outside organizations, etc.
12. Employees must return all district property (i.e. technology items, instructional tools, etc.), in good and acceptable condition; otherwise, the employee may be charged according to the value of the item in question.



Family Engagement Opportunities at Glendale Elementary School District **District Expectation (Created in 2023)**

In Glendale Elementary School District (GESD) we believe that parent engagement in schools is closely linked to better student behavior, higher academic achievement, and enhanced social skills. Engaging our community in events that promote the work our professional educators do with their students academically, in the arts, and innovative learning programs will market the district and build strong partnerships with families. We also want to encourage families and staff to join us for some fun family and school staff opportunities. According to research, improving teacher-student interactions outside of the classroom can build a foundation of trust, empathy, connectedness, equity, and improved child outcomes. Here are some guidelines for Family Engagement Opportunities in GESD.

- Each site will include a minimum of the following types of Family Engagement Opportunities:
 - Specialty School Showcase Opportunity
 - Academic Night Opportunity
 - Family Fun Night Opportunity (e.g. Fiesta, Carnival, Movie Night)
 - School Choice
- Each professional educator will attend a minimum of four Family Engagement Opportunities a year. This is outside of any extra duty or stipend paid activities.
- Site administrators must provide their staff with a list of all required and optional events by the Friday of all teacher return week (yearly).
- Site administrators must meet with their related arts teachers to determine (individually) the required minimum of four events that each related arts teacher will attend including the district-based related arts events by September 15th (yearly).

We encourage each site council, learning team, and community to include additional events sponsored by the parent teacher organizations, community partners, student council, etc. Staff are always encouraged to attend other campus and district sponsored events (e.g. school dances). Here is a list of ways that site administrators and community organizations (e.g. PTO/A) can provide incentives for teachers to attend other Family Engagement Opportunities or events.

- Well Styles points
- PTO/A or Community Partners provide donations for staff
- Performance Pay hours
- Recognition at staff meetings or in newsletters
- Jeans day for attending
- Other

PROFESSIONAL PRACTICE FOR TEXTING, EMAIL AND APPROVED SOCIAL MEDIA

Any type of digital communication should be treated as though you are communicating in a public forum, as you would in the workplace or classroom setting. Personal texts of any sort should not be sent to students. Only district-approved email and communication apps (e.g. Bloomz, Class Dojo, ClassTag, Parentvue, Blackboard Mass Notifications) should be used by all staff to contact parents. Seek approval from your principal or supervisor if you choose to use crowdsourcing donation supports such as DonorsChoose or TeacherLists.

Social media is a great way to connect with our community however, it's important to remember that it should be used in a manner that preserves professional boundaries between staff, students, parents, and community members and portrays our students, staff, schools, and the district in an appropriate manner. Please refrain from "friending" students on your social media.

NEWS MEDIA

If you are contacted by a member of the news media about any story related to GESD or your school, refer them to the communications office and notify your principal or supervisor.

EFFECTIVE COMMUNICATION

- In everyday or difficult situations, lead with compassion. Speak, write and act in ways that value, recognize and respect the person with whom you are communicating, whether that's a student, coworker, parent, or community member.
- Over-communicate. Everyone is busy and people may miss your first message. Communicate with parents early and often so that if there is an issue with their child, you have positive interactions with them first. Let them know the best ways to contact you if needed and that you're available to help. Operate by a "no surprises" mentality. If there is a potential problem or concern, make sure the appropriate people know (i.e., your principal, supervisor, and/or your coworker) so they aren't surprised with unexpected or problematic news.
- Be careful what you put in writing (email, social media, letters, etc.). Information, photos, and videos are easy to upload to the internet and never really go away. Refrain from recording any video of inappropriate behavior in your schools/classrooms.
- Embrace your role as an ambassador for your school and for GESD. What you say to friends, neighbors, parents, and people in the community where you live and work has an impact on how the district is perceived. As an employee of the district, you are considered by people you know as an expert on what is happening in GESD, so it's critical you know all the facts and speak accurately. If you don't know, don't speculate. Get the facts and share what you can.
- Make sure to follow up and be prompt in communications. Return email and telephone messages within 24 hours. If you cannot provide immediate answers to a question, return the call to let that person know that you will have to get back to them.
- Keep confidential matters confidential. Student and employee matters are confidential by law, so our job is to safeguard the privacy of our students and coworkers.
- Use your manners, please. Acknowledging people with whom you come in contact and saying please and thank you goes a long way to fostering goodwill. What's more, take every opportunity to congratulate others on their accomplishments and milestones. Help others feel appreciated every chance you get.

THANK YOU FOR YOUR PARTNERSHIP IN CREATING SAFE AND EFFECTIVE COMMUNICATION IN GESD.



EMPLOYMENT

The information within the Employment section of this handbook includes personnel policies, procedures, staffing contracts, responsibilities, evaluations, separations, etc. This section is structured in the manner that any items that pertain to Certified Staff would be listed and described under the “Professional Staff Employment” section. Likewise, any items that pertain to Classified Staff would be listed and described under the “Classified Staff Employment” section. In the event that the topic addressed pertains to both categories of employees, such will be noted on the header.

PROFESSIONAL AND CLASSIFIED STAFF RECORDS AND FILES

(see policy GBJ)

Professional employees are required to supply Human Resources with current and complete official transcripts of all college credits.

It is the duty and responsibility of each certificated employee to keep such certification current.

Employees may review their own files by making written requests to the Human Resources Department. Materials obtained prior to an employee’s employment, such as confidential recommendations or interview notes, will not be available for review by the employee. Additionally, they may be advised of and append in writing, any derogatory information.

All documents in the personnel file are confidential. Access to personnel files is limited to authorized District officials and employees, unless legally subpoenaed. Confidential information obtained prior to employment is not available for review.

PROFESSIONAL AND CLASSIFIED STAFF HIRING

(see policies GCF and GDF)

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 salaries within the financial capabilities of the District, adequate facilities, and good working conditions.

It is the practice of the district to distinguish between a new hire and a rehire for salary placement purposes. If an employee leaves GESD and returns to the same position within one year, they are considered a rehire. The employee would return at the same rate of pay and would not need to attend orientation. If an employee leaves GESD and returns to the same position after one year and one day after their resignation, they are considered a new hire. The employee would be placed on the new hire placement schedule and would be required to attend orientation.

PROFESSIONAL STAFF EMPLOYMENT

CONTRACTS AND COMPENSATION

(see policy GCB)

Salaries in the District will be differentiated in relationship to duties and responsibilities.

The Superintendent will provide recommendations on salaries and fringe benefits to the Board.

The Board at any time may establish, within the budgetary constraints of the District, the salaries and benefits for all employees necessary for the succeeding year.

Subject to the terms of employment contracts, the Governing Board at any time may reduce salaries or eliminate certificated teachers in the District in order to effectuate economies in the operation of the District or to improve the efficient conduct and administration of the District's schools. Notice of a general salary reduction shall be given to each certificated teacher affected. These provisions do not apply to salary reductions from classroom site fund money.

JOB SHARING

Assignments and Transfers *(see policies GCK and GCK-R)*

Assignments and transfers shall be made on the needs of the District and instructional program. There shall be no

rights to school, grade, or subject assignment inferred from the teacher contract. Teachers may apply for transfers or reassignments whether a vacancy exists or not. Application for transfer must be made by completing the electronic “Internal Application” via the district’s application system. Consideration for staffing is determined by the best qualified applicant.

The timeline is subject to change each year due to budget and contract development. A copy of the Professional Staff Assignment and Transfers Regulation (policy GCK-R) is available to all teachers via the employee (intranet) website under ‘Employee Resources’ – ‘Certified Internal Transfer’.

Involuntary Transfers

(see policy GCK-R)

An involuntary transfer is the movement of a teacher from one school or department to another that is initiated by the administrator. The Superintendent shall determine when a transfer is in the best interest of the District.

Job Sharing

(see policy GCGC and GCGC-R)

“Job Sharing” means the sharing of one (1) full-time position by two (2) employees each working half (1/2) time. Requests for job sharing may be considered only if such sharing is in the best interests of the District and the students served and providing that no additional costs are incurred.

Each employee will receive one-half (1/2) the salary that would be received for full-time work. Benefits and credit for experience will be the same as for half-time employees, except as follows: One-half (1/2) of the District contribution towards employee medical and dental insurance will be provided to each job-sharing participant OR, if agreed upon by job sharing partners, one job sharing partner may waive this benefit and the other may receive employee medical and dental insurance as provided to a regular full-time employee. The cost of provisions of insurance to the District will be no more than the cost for one (1) full time position. Decisions concerning supplemental positions, if any, will be made on an individual basis.

The implementation, continuation, alteration, or termination of such arrangements are at the sole discretion of the District administration. Teachers interested in sharing a teaching position should submit a proposal through the principal to the Assistant Superintendent for Human Resources. Upon approval, both Job Sharing Participants must complete the Job Share Agreement and submit it to the Assistant Superintendent for Human Resources.

WORK SCHEDULES AND CALENDARS

(see policy GCL)

The times of the work day will be determined by the District administration and may vary during the year and between schools, within a single school, between grade levels, and different programs. The teacher understands and agrees that there may be occasions requiring the teacher's presence outside of the regular duty hours and the teacher will be present and perform any assigned duties, such duties being part of the teacher's obligations under the teacher's employment contract.

All professional staff members shall report to their duty stations on time each workday and shall, as scheduled, be available there until the designated time(s) they are scheduled to leave. The Superintendent may alter or extend the school day for meetings, special events, and activities.

Professional staff members are expected to be in their respective rooms or work areas as the schedule prescribes so that they may see students, parents, and/or attend to other duties as assigned. Family members are not allowed in work areas during scheduled duty hours.

In order to ensure the safety of students and the security of school campuses, teachers may be assigned supervisory duty during the teaching day. These duty assignments shall be considered a regular part of a teacher's duties and shall be fulfilled accordingly.

Teachers will perform duties other than classroom teaching. Duty assignments will be made by the Superintendent through the principal.

Delay in opening or emergency closing. If an emergency or other circumstance as determined and declared by the Governing Board or authorized designee:

- A. delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by the employment contracts without alteration of consideration;
- B. requires rescheduling of holiday periods during the school year, the Governing Boards may do so provided that any such change is consistent with the number of days required by the employment contracts.

Certified Work Day, Work Year

The instructional day (teacher-student contact time) is defined as the time that students attend school. The teacher work day will not be longer than 7 3/4 hours. Each teacher will have a scheduled, uninterrupted, thirty-minute, duty-free lunch period.

Professional responsibilities outside the instructional day include, but are not limited to, the following activities: student supervision, parent and/or student conferences, lesson planning, school/staff meetings, special education staffing, etc. When school open house or parent conferences are held during evening hours, teachers are expected to extend their work day for those occasions.

New teachers will be required to work ten (10) regular work days prior to the first day of school. Returning teachers will be required to work five (5) regular work days prior to the first day of school for opening of school preparation. No less than one full day of that time period will be scheduled for the teacher to prepare in his/her instructional area in the equivalent of a full day increment.

Administration will involve teachers in staff-team planning; planning for the opening of a new school; implementation of District/school goals; and in-services involving the improvement of instruction. Consideration will be given to scheduling meetings/in-services so as not to conflict with scheduled events such as parent/teacher conferences, District in-service days, etc.

Professional Staff Vacations and Holidays

(See Policy GCD)

Vacations

Certificated administrators shall have holidays as scheduled in the school calendar. Twelve (12) month certificated administrators earn vacation in accord with contract. Vacation may accumulate to a maximum of forty (40) days, at which time no more vacation can be earned. As accumulated vacation days are used and drop below forty (40) days, an eligible employee may again accumulate vacation up to the maximum limit.

Holidays

When July 4, Veterans Day, December 25, or Thanksgiving Day occurs within the school week, the schools shall be closed and the compensation of the teachers shall not be diminished on that account. The Governing Board may declare a recess during the Christmas holiday season not to exceed two (2) school weeks, and teachers shall receive compensation during the recess.

Other holidays will be established by the school calendar. Staff members who are not exempt under the Fair Labor Standards Act (FLSA) must be present for work or on approved paid leave on the scheduled workday immediately preceding and immediately following a holiday in order to be eligible for holiday leave.

New Teacher Induction Program

Since teacher quality is the most powerful predictor of student success, we are committed to ensure that our new teachers will learn, succeed, and grow into leaders in education.

The intent of a teacher induction program is to provide a systematic structure of support for beginning teachers. The purpose of the GESD New Teacher Induction Program is to provide a systematic structure of support for beginning teachers. The primary goals of the New Teacher Induction Program are:

1. Prepare for a successful start
2. Improve teacher effectiveness
3. Improve student achievement

These goals are met through a comprehensive program, supported by an instructional team with members at every level including, Induction Coaches, Achievement Advisors, Site Administrators, and District Administrators. The New Teacher Induction Program stresses effective classroom management, effective instructional practices, job-embedded professional development, collaboration, and on-going self-reflection of teaching.

The Induction Program begins in July, with a week-long New Teacher Induction Week, focusing on Preparing for Learning, and continues throughout the year. New teachers participate in monthly new teacher workshops and training. They receive on-site, differentiated support from Site Achievement Advisors and Induction Coaches, that might include classroom visits and conferencing, modeling of lessons, observation of peers, assistance with planning and implementation of effective instruction, parent communication just to name a few.

A teacher's participation in the Induction Program is required and reflected in the Professionalism Domain of the GESD Teacher Evaluation Rubric, under Compliance with Policy and Individual Professional Growth.

As an added benefit, teachers receive professional development credit for attending monthly workshops/training that can account for 7 of the 10 professional development hours required in the GESD Pay for Performance Plan (see page 37 of this handbook).

Please contact CheriDawn Emerson, Principal Coach/New Teacher Induction, with any questions, concerns, comments, or suggestions regarding the GESD New Teacher Induction Program by phone at 623-237-7202 or email cemerson@gesd40.org.

TEACHER RESPONSIBILITIES: CERTIFICATION

IT IS THE DUTY AND RESPONSIBILITY OF EACH TEACHER TO BE CERTIFICATED AND TO KEEP SUCH CERTIFICATION CURRENT. If a teacher's certification expires during the contract year, the teacher will be required to obtain a substitute certificate and be reduced to substitute pay until a renewal certificate is recorded with the Human Resources Department.

All certified employees will possess a fingerprint clearance card and keep it current.

A teacher agrees, through signing of the contract, to fulfill certain responsibilities and to perform certain duties that are specified by law (see A.R.S. 15-521). Among the duties are these provisions:

- Make student learning the primary focus of the teacher's professional time.
- Holds pupils to strict account for disorderly conduct.
- Take and maintain daily classroom attendance.
- Keep a school register, which the Governing Board shall carefully preserve as one of the records of school.
- Make the decision to promote or retain a pupil in grade in a common school. Such decisions may be overturned only as provided in A.R.S. 15-342.
- Comply with all rules and policies of the Governing Board that relate to the duties described in this section.

The school principal may assign other duties or responsibilities related to the educational program which are to be considered part of teaching duties. Some of these activities may include service on a school or District committee, attendance at parent conferences, certain after-school activities, etc.

It is recognized that instructional staff members have the flexibility to utilize different teaching methodologies and strategies which are considered effective practices and consistent with the District's teacher evaluation process, enabling them to achieve District-determined education outcomes and objectives.

When student placement changes are in the best interest of the student, the principal shall implement the change.

Excluding extenuating circumstances, the homeroom/core teacher(s) involved will be consulted.

To ensure the equitable balance of each classroom, when student placement or transfer is deemed necessary, the following criteria will be taken into consideration: class size, academic performance, ethnicity, gender, special needs, parent request, and behavior.

APPROPRIATELY CERTIFIED STAFF

Under the Every Student Succeeds Act (ESSA), teachers are required to be appropriately certified as outlined by the legislature.

- Hold a bachelor’s degree;
- AND**
- Hold a valid Arizona state certificate-intern, provisional, or standard (charter school teachers are exempt from this requirement) – Special Education teachers must be appropriately certified for the Special Education area in which they teach.

APPROPRIATELY CERTIFIED REQUIREMENTS:

The subject knowledge portion, as determined by the Arizona Department of Education (ADE), shall assess proficiency as a requirement for certification of elementary, secondary teachers, and special education teachers.

Parents Right to Know

- LEA’s must notify parents of students attending Title I schools that parents may request information on the professional qualifications of the student’s teacher.
- LEA’s must provide parents with a timely notice that their child has been taught for four or more consecutive weeks by a teacher of core academic subjects who is not highly qualified by the first week of school.

Parents’ Right to Know includes whether:

- The teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
- The teacher is teaching under emergency or other provisional status through with State qualification or licensing criteria have been waived; and
- The teacher is teaching in a field of discipline of the certification of the teacher.
- The child is provided services by paraprofessionals and, if so, their qualifications.

EVALUATIONS

(see policies GCO)

All Certified staff will be evaluated annually in accordance with Arizona Revised Statutes and Governing Board Policy GCO. Certified staff are expected to be familiar with the steps in the Teacher Evaluation System. The Teacher Observation and Evaluation Handbook outlines procedures for the evaluation process. The Teacher Observation and Evaluation Handbook is available electronically at www.gesd40.org.

RESIGNATIONS

(see policy GCQC)

All resignations or requests to be released from a contract shall be in writing and sent to the Board for approval. Resignations may be submitted in the form of a letter written by the employee or by completing a Resignation Form.

Liquidated Damages Fee

Glendale Elementary School District views employee contracts as a commitment to provide a position, salary and benefits throughout the duration of the contract. GESD also views a signed contract as a commitment by the employee to work the agreed number of days indicated on the contract. If an employee chooses to break their signed contract a liquidated damages fee of two thousand and five hundred (\$2,500) will be assessed. GESD understands that there are extenuating circumstances that may prohibit the completion of a contract and **may** consider waiving the fee if one of the following conditions applies:

- Military orders.
- A major medical condition such as, terminal illness or serious car accident, will not allow employee to return to work for the remainder of the year. Medical documentation is required by a Primary Care Physician, M.D.
- The employee is offered a promotion within the field of education (not a lateral move).
- The employee remains working in the position until a highly qualified replacement is contracted. In the event this occurs during the school year, the highly qualified replacement must begin working. This condition is only available when the resignation is submitted between the first day of school and June 15th.
- The employee's spouse/domestic partner is moving out-of-state or county.

If one of the fore-mentioned conditions applies to the employee's resignation, a request to waive the Liquidated Damages Fee from must be submitted to Human Resources for review.

CLASSIFIED STAFF EMPLOYMENT

IVP FINGERPRINT CLEARANCE CARD REQUIREMENT

All GESD employees will be required to obtain and maintain a current IVP (Identity Verified Print) fingerprint clearance card as a condition of employment. IVP cards must be renewed every six (6) years.

POSTING OF POSITIONS

To keep all classified personnel fully informed of changes and vacancies within the school system, vacancies are posted online on the district's website. Positions will be open for a minimum of five (5) days. Interested employees should submit an electronic "Transfer Request" via the district's application system.

SALARY PLACEMENT

(see policy GDBA)

Consideration for experience may be given to new hires when determining salary placement, up to six (6) years of experience may be considered.

CONTRACTS AND WORK AGREEMENTS

(see policies GDB and GDBA)

Classified staff members are employees of the District who are not required by state law or District policy to possess teaching certificates.

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.

ASSIGNMENTS AND TRANSFERS

(see policy GDJ)

Support staff assignments or transfers shall be based on the needs of the District. Assignments may be changed to serve the best interests of the District. Staff members may apply for a transfer for any position posted via the district application system. Personnel will be placed based on their qualifications, District needs, and employees' expressed desires. This applies to transfers within the same job classification and pay grade. Reassignments to a position of greater or lesser pay require Board approval.

To be eligible for consideration of a position transfer, support staff must complete a term of 90 days in their current

position, have a successful 90-Day Evaluation, must not have any formal disciplinary documentation in their file, and must not be on an Improvement Plan.

WORK SCHEDULES

(see policy GDL)

The normal workweek for support staff personnel will not exceed forty (40) hours per week. Typically the week will be based on the normal workweek for certain categories of support staff (non-exempt) employees may be less than 40 hours per week as determined by administration and employee's work agreement, five (5) days per week; however, the Superintendent may designate other workweek structures to meet varying conditions and needs of the District. Employees will be notified at least one (1) week in advance of any modification to the workweek plan.

Non-exempt employees shall not work more than the assigned number of hours or forty (40) hours per week unless approval has been granted by the Superintendent. Failure to obtain prior approval for overtime worked may be considered a violation of District Policy.

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

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

TIMEKEEPING

(see policy GDL)

Procedures for recording work hours and paid time off will be established by the District. All classified non-exempt employees are expected to clock in/out during their work day for recording accurate time worked. According to FLSA guidelines all hourly employees working six (6) hours/per day or more must also clock in/out for a 30 minute unpaid meal period. Proper protocol must be followed for paid time off (if eligible) for personal business, professional leave, bereavement, FMLA, vacation or any other time away from work. Employees are expected to comply with these procedures. Failure to accurately record work or leave time may be considered time clock fraud and subject to disciplinary action up to and including termination.

OVERTIME

(see policy GDL)

Glendale Elementary School District complies with the Fair Labor Standards Act regarding overtime compensation for non-exempt classified employees. An employee may work beyond the regular 40-hour work week with prior approval from the supervisor, or in the case of an emergency, approval must be sought immediately after the overtime is worked.

Overtime is applied only to hours worked. Hours worked over 40 in a work week where an employee takes paid time off, e.g. holiday, vacation, sick leave, will be paid those hours at their regular rate and overtime compensation will not apply.

FLEX TIME

(see policy GDL)

Flex time will be arranged upon agreement of the supervisor and employee. When it is necessary for an employee to work additional or different hours for a special activity/event, the employee's work day or work week may be adjusted so that the employee is not required to work hours which exceed the normal work week. Flex time is to be modified within the parameters of the same workweek.

SUPPORT STAFF VACATIONS AND HOLIDAYS

Vacation

(See Policy GDD)

Years Employed	Monthly Credit Hours	Vacation Time Days
1-2	6.66	10
3	7.33	11
4	8	12
5	8.66	13
6	9.33	14
7-10	10	15
11	10.66	16
12	11.33	17
13	12	18
14	12.66	19
15+	13.33	20

Vacation Carryover

Unused vacation leave may accumulate to a maximum of forty (40) days, at which time no more vacation can be earned. As accumulated vacation days are used and drop below forty (40) days, an eligible employee may again accumulate vacation up to the maximum limit. Support staff employees are encouraged to use the vacation they earn each year so that it is not necessary to carry over vacation from one year to the next.

Holidays

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

Staff members who are not exempt under the Fair Labor Standards Act (FLSA) must be present for work, or on approved paid leave, on the scheduled workday immediately preceding and immediately following a holiday in order to be eligible for holiday leave.

EVALUATIONS

(see 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 annually prior to May 15th. All new employees will be evaluated following the first 90 days of employment. Those hired after January 1st will only receive a 90 day evaluation for the first school year.

PROMOTION

(see policy GDP)

First preference on vacancies is based on qualifications. References are always secured from supervisors to determine if the employee is performing satisfactorily in his/her present assignment. Previous Employee Performance Evaluation(s) will be considered as references. When an employee is promoted to a higher classification, the employee will be moved to the new grade. Salary placement as a result of a promotion will be calculated at 1% increase for each increase in grade that is shaded on the salary schedule and at 2.5% increase for each increase in grade that is not shaded on the salary schedule.

**Bus drivers are on a separate salary schedule*

RECLASSIFICATION / RE-GRADE

(see policies GDP)

The Administration will reorganize positions and responsibilities as it deems necessary for the benefit of the District

organization. A study may be conducted to determine if a District-wide reorganization is necessary. If it is determined to be necessary, it will be completed under the direction of the Assistant Superintendent of Human Resources.

VOLUNTARY DEMOTION AND POSITION CHANGE

When an employee requests placement in a position at a lower grade, this can be accomplished if the following conditions are met.

- Appropriate supervisors approve such change
- A vacancy exists
- The employee qualifies for the position
- There will be no gain in compensation as an outcome

When an employee is granted a voluntary demotion, the employee will be moved to the new lower grade. Salary placement as a result of a voluntary demotion should be calculated at a 1% reduction in hourly rate that is shaded on the salary schedule and a 2.5% reduction in hourly rate that is not shaded on the salary schedule.

RESIGNATIONS

(see policy GDQB)

Employees voluntarily terminating their service with the District are expected to give advance notice of not less than ten (10) working days. This notice should be submitted to the supervisor in writing and should specify both the last day of work and the reason for terminating. Authorized unused vacation credit will be paid to employees with the last paycheck. Failure to provide advanced notice of at least ten (10) working days may result in ineligibility for rehire with Glendale Elementary School District #40.

Liquidated Damages Fee

Glendale Elementary School District views employee contracts as a commitment to provide a position, salary and benefits throughout the duration of the contract. GESD also views a signed contract as a commitment by the employee to work the agreed number of days indicated on the contract. If an employee chooses to break their signed contract a liquidated damages fee of two thousand and five hundred (\$2,500) will be assessed. GESD understands that there are extenuating circumstances that may prohibit the completion of a contract and **may** consider waiving the fee if one of the following conditions applies:

- Military orders.
- A major medical condition such as, terminal illness or serious car accident, will not allow employee to return to work for the remainder of the year. Medical documentation is required by a Primary Care Physician, M.D.
- The employee is offered a promotion within their field of practice (not a lateral move).
- The employee remains working in the position until a highly qualified replacement is contracted. In the event this occurs during the school year, the highly qualified replacement must begin working. This condition is only available when the resignation is submitted between the first day of school and June 15th.
- The employee's spouse/domestic partner is moving out-of-state or county.

EMPLOYEE REPRESENTATION

Any time a meeting between an employee and his/her administrator/supervisor is requested, the employee is entitled to a representative of his/her choice. If the representative is unable to attend a scheduled meeting the meeting may continue without the representative being present. An additional representative may be present by mutual consent.

COMPENSATION

PAYROLL PROCEDURES

(see policy DKA)

Paychecks are issued bi-weekly on Tuesday.

PROCEDURE:

Employees can access their bi-weekly payroll information online using the GESD Employee Access Web Portal under the Employee Resources tab. To view information, the employee must log on to the secure District employee portal using their network username and password.

Within the Employee Resources tab, employees can access the following:

Attendance: Vacation, Sick, and Personal Business accruals and usage are updated each pay period

Compensation:

- Pay Period: View and/or print bi-weekly pay stubs
- Calendar Year: View total compensation for present and past calendar years
- W-2's: View and/or print past issued W-2's

Employee Contract: View and/or print the current year's electronic contract

Beneficiaries: View and update beneficiary information

Benefits: Enroll in benefits, participate in Open Enrollment, and/or view current benefits election

Profile:

- Contact Information: View and/or update mailing address and phone number
- Emergency Contact: View and/or update person(s) designated to be contacted in case of emergency with employee
- Personal Information: View certificates, endorsements, education, coursework, etc.
- Documents: View documents attached to your profile (i.e. past year's electronic contracts).
- Tax Withholding Forms: Update and electronically submit tax withholding forms for both Federal and State

SALARY DEDUCTIONS

(see policy DKB)

The Superintendent shall establish procedures that conform to all requirements of the law and all policies of the District, that ensure employees receive paychecks not later than the stated payroll dates, and that ensure all amounts withheld from employee compensation are remitted and reported appropriately, correctly, and timely.

Involuntary Deductions (Public Record)

Federal and Arizona income taxes, 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 a court of competent jurisdiction.

Voluntary Deductions and Redirections (Not Public Record)

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

- A. Insurance premiums for staff members or dependents who are being covered under Board- approved Section 125 cafeteria programs.
- B. Direct deposits of net payroll with financial institutions.
- C. Tax-sheltered annuities for companies approved by the District.
- D. Credit union deposits.
- E. Professional dues.
- F. Contributions to qualified charitable organizations.
- G. Contributions to a public school for the support of extracurricular activities or character education programs of the public school.

PAYMENT OF TEMPORARY REPLACEMENT

In order to maintain the operations of the District, it may occasionally be beneficial to replace a support staff employee who must temporarily be absent from his/her duties.

One of the following situations shall apply:

- An employee who temporarily replaces another employee of equal or lower grade position will receive his/her own rate of pay.
- An employee who temporarily replaces an employee on a higher grade shall receive his/her own rate of pay for a period of five (5) consecutive days. Beginning on the sixth day (6), retroactive to the first day of coverage, and, effective every day thereafter, the employee shall receive a salary equivalent to an increase of 1.75% of his/her hourly rate or the starting hourly rate of the position grade of the individual being replaced, whichever is greater. In order to receive such compensation, the temporary replacement employee must perform more than 51% of the higher level duties of that position on a daily basis.
- Temporary replacement of support staff by a non-employee (external individual) shall be compensated at the range 1 grade of the employee being replaced. Temporary employees must fulfill all application requirements.
- Retired GESD employees who temporarily replace a current classified employee will be compensated at range 1 of the position grade of the individual they are replacing.

PAYMENT FOR DISTRICT IN-SERVICE OR WORKSHOPS

When approved by the supervisor, classified employees will be paid at their current hourly rate of pay for optional District in-service or workshops outside normal working hours.

Likewise, when approved by the Administrator, certified employees will be paid at the district approved hourly rate.

PAY FOR PERFORMANCE

(Procedure)

INTENT OF GESD PERFORMANCE PAY PROGRAM

The GESD Performance Pay Plan enables eligible staff to earn additional compensation by demonstrating professional skills and supporting student achievement.

PERFORMANCE PAY COMPENSATION – FOR CERTIFIED TEACHERS

What is performance pay? Proposition 301 allocates a certain amount of money available for teachers based on their performance each year.

The Plan

- 50% Individual teacher evaluation
 - o Employees receive all of the 50% if they are highly effective/effective
 - o Employees receive three quarters of the 50% if they are developing and it is their first or second year in the district.
 - o Employees receive half of the 50% if they are developing and have been in the district three or more years.
 - o Employees with a final classification of ineffective do not get this portion of the pay.
- 25% School Data
 - o Everyone gets this money if 75% of the schools in the district receive rating of C or above **OR** Positive gains (Math AASA or ELA AASA or iReady)
- 25% Professional Development (Unpaid)
 - Two Categories- Professional Development- 10 hrs and Professional Responsibilities
 - o Complete 10 hours of professional development from a list of options as well as one professional responsibility between [April 15, 2023](#) – [April 15, 2024](#).
 - o Professional Development
 - Board Certification

- Out-of-District PD
- Unpaid PD
- Club to increase achievement (not 21st Century or Comp Ed)
- Teaching PD afterschool
- College Course
- Webinar
- AZ Dept. of Educ. classes
- Micro Credentials
- Highly qualified in a new area/content
- Endorsement in a new area/content
- Certification in a new area/content
- Others mutually agreed to by administration

o Professional Responsibilities (**Choose 1**)

- Professional Responsibility Examples: Attending one board meeting, observing a colleague, district committee, mentors, grant preparation, leadership position, others mutually agreed to by administration.
- Games
- Peter Piper Pizza
- Art Shows
- Book Fair
- School Dances
- ELA, Math, Spirit Committees on campus (meeting after hours)
- Sporting events
- Fundraisers –working after hours
- After school tutoring – non paid
- Attending 1 board meeting
- Observing a colleague/reflection
- District committee
- Grant preparation
- Leadership position
- Mentors
- Others mutually agreed to by administration.

Eligibility Guidelines For Performance Pay

1. Eligible employees must meet the criteria identified in the current teacher evaluation process to qualify for performance pay compensation. Employees must have a final Performance Classification from the Glendale Elementary School District Evaluation System to be eligible for the Performance Pay Compensation (Classroom Site Fund).
2. If an employee participated in FMLA (Family Medical Leave Act) any time throughout the school year, he/she would be eligible for performance pay compensation provided the employee successfully completes the Employee Evaluation in accordance with the guidelines outlined. Understanding that each situation may be different, every effort will be made to help these employees complete the evaluation process.
3. District hired employees that are hired after the start of the school year would receive a prorated amount as determined by their contract date (for the Evaluation and School Data portions). Example: If the full calendar year for your position is for 197 days and you are hired 2 months into the year = 40 days. $197-40=157$ days. Your amount would be prorated based on the 157 days.
4. The Professional Development/Responsibilities (25%) amount will not be prorated if fully completed and hired before Winter Break. If hired after the Winter Break, employees will only be eligible for half of the amount and only required to complete 50% of the Professional Development hours. These are non-paid activities (10 hrs. Professional Development and 1 Professional Responsibility).

5. Employees must be employed with the Glendale Elementary School District on the last day of their contract in order to be eligible for performance pay compensation (with the exception of number 10).
6. All Full Time eligible Contracted employees* (currently teachers and SELS) are eligible for the 100% of the performance pay compensation. All others will be prorated based on their FTE (full time equivalent).
7. If an employee were called to active duty, the employee would be eligible to receive the full amount of performance pay
8. Performance pay will be paid to those employees who fulfilled their current letters of intent or contracts. If an employee fulfilled their year's commitment and does not return the following year, the performance pay will be mailed to the employee. Employees who leave the District and are eligible for performance pay must notify the District if they move to a new address. The District will make one attempt to mail the check to the last known address; if the check is returned, it will be canceled, and the amount will be added to the pool for the following year.
9. An employee who has been determined as ineligible for performance pay may appeal the decision in writing to the human resources department/performance pay committee. The appeal needs to include the reason for ineligibility and documentation to support the employee's request for reconsideration. The appeal must be submitted by May 1. Human resources/performance pay committee will communicate a final decision to the employee in writing by May 15th.
10. If an eligible employee is deceased during the term of their contract of employment, the District may pay a pro rata share of performance pay to their designated beneficiary.

*Based on funding, eligible employee groups may be added at any time.

Appeals (Timeline)

1. April 15th – Paperwork due to Principal on or before Final Classification (summative evaluation)
 - Professional development/responsibilities form completed
2. April 21st – Notification of approval in written form from Principal
3. May 1st – Appeal paperwork to Human Resources/Pay for Performance Committee
4. May 15th – Final decision to employee following appeal in written form

Appeals (Committee)

1. Appeals Committee – current members of the performance pay committee
2. Superintendent designee
3. School administrator
4. Representative from grade bands listed below
 - 2 primary
 - 2 intermediate
 - 1 special education or special areas

Appeals (Voting)

Voting Decisions on appeals will be made by majority vote of the voting PPC members present and it is final.

GESD SALARY STRUCTURE PROFESSIONAL GROWTH ADVANCEMENT OPPORTUNITIES

Purpose:

An incentive program, which provides for the advancement of employees on the salary structure following satisfactory completion of courses, workshops, conferences or seminars. This program is designed to encourage all employees to keep up with best practices and current industry standards.

Definitions

College Semester Hours are defined as credits for satisfactory completion of approved college or university courses. A passing mark (of a C or higher or Pass in a Pass/Fail class) will be required to obtain Professional Growth for all college courses.

District Credits are defined as credits, other than college semester hours that are accepted by the District for participation in approved courses or activities. They, along with college semester credits are used in determining qualifications for professional growth salary advancement and are of equal value with the college semester hours. (15 seat hours = 1 credit). Please note that these are professional development classes that the employee attends

outside of their contracted hours.

Professional Growth Credits are awarded after completing 15 seat hours (15 seat hours = 1 credit) or after completion of approved courses (most college courses are 3 credits or 45 seat hours). A total of 12 professional growth credits are required for a salary increase based on current district agreement.

Eligibility and Guidelines

All active employees may participate in the program (this excludes temporary and substitutes.) All courses, classes and workshops must be paid for by the employee (not the district). Credits can be earned through successful completion of post-secondary courses at accredited colleges and trade schools with a passing grade of C or higher or Pass (for Pass/Fail classes). Successful completion of workshops or conferences may also be applied towards Professional Growth credits. Salary advancement is subject to board approval on an annual basis.

Procedures

1. Verification of successful completion of a class such as a transcript, certificate, grade report or proof of attendance must be submitted to the Human Resources office by June 15th to be eligible for Fall salary advancement at the full amount. Employees may also qualify for partial salary advancement in the Spring semester by submitting course completion verification by December 15th.
2. HR will notify payroll of the approved advancement.

Limitations

Classified Hourly Employees:

- Pay increase awarded in increments of 12 professional growth credits.
- A classified employee may submit 12 professional growth credits for initial placement on the new hire placement schedule. This must be submitted on or before their hire date.
- Upon approval of credits submitted by June 15th, full salary advancement will become effective on July 1st or at the beginning of the employee's contract or work agreement. Advancement will be awarded at half the approved amount for credits turned in by December 15th and added to their hourly rate effective February 15th. Mid-year advancement will be added in full to the subsequent year hourly wage.
- Coursework must enhance best practices and current industry standards for employee's current position or advancement within the district.

Classified Salary/Exempt Employees:

- Pay increase awarded in increments of 12 professional growth credits.
- A classified employee may turn in 12 professional growth credits for initial placement on the salary structure. This must be turned in on or before their hire date.
- Upon approval of credits submitted by June 15th, full salary advancement will become effective on July 1st or at the beginning of the employee's contract or work agreement. Advancement will be awarded at half the approved amount for credits turned in by December 15th and paid out as a supplemental no later than February 15th. Mid-year advancement will be added in full to the subsequent year base salary.
- Coursework must enhance best practices and current industry standards for employee's current position or advancement within the district.

Administration:

- Pay increase awarded in increments of 12 professional growth credits.
- Upon approval of credits submitted by June 15th, full salary advancement will become effective on July 1st or at the beginning of the employee's contract or work agreement. Advancement will be

awarded at half the approved amount for credits turned in by December 15th and paid out as a supplemental no later than February 15th. Mid-year advancement will be added in full to the subsequent year hourly wage.

- Coursework must enhance best practices and current industry standards for employee's current position or advancement within the district.
- Maximum compensation credit will be limited to MA + 60 (doctorate).
- Up to nine (9) hours of undergraduate credit may be given in any one priority area identified by the District such as computer courses, ELL, SIOP, and foreign language.

Certified:

- Pay increase awarded in increments of 12 professional growth credits.
- May turn in as many professional growth credits as obtained.
- Upon approval of credits submitted by June 15th, full salary advancement will become effective on July 1st or at the beginning of the employee's contract or work agreement. Advancement will be awarded at half the approved amount for credits turned in by December 15th and paid out as a supplemental no later than February 15th. Mid-year advancement will be added in full to the subsequent year hourly wage.
- All credits granted under the professional growth advancement opportunities must be earned after initial placement on the Glendale Salary Structure. Credits earned prior to date of hire will be considered for initial placement on the salary structure.
- Coursework must enhance best practices and current industry standards for employee's current position or advancement within the district.
- Will move no further than a BA +36 until awarded a Masters degree.
- Will move no further than a MA +60 until awarded an ED/SP/Doctorate degree.
- Hours must be approved by the District if required for additional endorsement certification in a priority area.

Credit not allowed for

- Courses in which employee did not earn a letter grade of C or better, or Pass for a Pass/Fail class.
- Credit for courses in which employee received compensation or reimbursement from the district or courses for which the district has paid.
- The same course taken more than once.
- Courses required for Arizona certification.

Courses accepted for credit

GESD In-service Professional Development (such as workshops, conferences and seminars)

Credit will be given based on the number of hours completed. For each professional growth credit, 15 seat hours must be documented. If the in-service activities are offered during the regular workday, no professional growth credit will be given. Fractional seat hours may be accumulated until 15 seat hours have been obtained.

TEACHER EXCHANGE

The Governing Board agrees that certified teachers who have five or more years of teaching experience within the District may apply to participate in the teacher exchange program.

Arizona Revised Statutes 15-131 Exchange Teacher Agreement: "The Governing Board of any school District in the state or the board of regents of the universities and state colleges of Arizona may enter into agreements with any foreign country, state, territory or possession of the United States, or other school District within the state for the exchange and employment of teachers or professors having required certificates in this state and teachers or professors in the public schools, universities, or colleges or any foreign country, state, territory, possession, or other school District within the state, having certification or qualifications equivalent to that of the exchange teacher or professor of this state."

- Exchange teacher will submit in writing how the exchange will benefit Glendale Elementary School students, especially in the teacher's classroom.
- Exchange teacher must also submit in writing the benefits of having a teacher from another state or country teaching the class.
- The school principal must submit in writing the benefits he/she believes will occur from the exchange of teachers.
- The teacher exchange will only be for one school year.
- Teachers with five or more years of teaching experience within the District are eligible. One teacher per school during a fiscal year may be granted exchange.
- Teachers who have participated in the teacher exchange program are eligible once every four years.
- The District Superintendent will make the final recommendation to the Governing Board.

ABSENCES

ABSENCE REPORTING

Employees who are ill or otherwise absent should call the Absence Reporting System at: **1 (800) 942-3767** or access Frontline Absence Management from the Glendale Elementary School District Single Sign-on page <https://gesd40.helloid.com/>. The Frontline Education app is also available for download on mobile devices.

Employees must also notify the site administrator. All employees who accrue sick leave must use this system to report absences. Employees shall enter their absence no later than **two (2) hours prior** to their scheduled start time.

Employees can call or go online (Frontline Absence Management) to access the Absence Reporting System to record, review, or cancel absences and change personal information. The Absence Reporting System can be accessed via touch-tone phone, internet or the mobile app.

Employees who request any leave other than sick must submit and obtain approval prior to absence. Leave types that require supervisor approval include, but are not limited to vacation, personal business leave, unpaid leave, legal leave, jury duty, and bereavement.

When reporting an absence via the phone, wait for the job number before disconnecting or your absence will not be recorded. If your absence has already been filled, or it is past the cancel deadline set for your site, you will not be able to cancel it without contacting your supervisor.

If an employee should have any questions or challenges during this process, they should contact the person who monitors this at their site or HR at the number listed below:

HR Technician phone: (623) 237-7128.

PROCEDURES FOR PROFESSIONAL CONFERENCE ATTENDANCE

Each school site shall be allotted a number of leave days each school year for use for professional development purposes.

To attend meetings or conferences, certificated employees must obtain approval from the administration at least two (2) weeks prior to the meeting or conference dates (whenever such prior request is possible). A confirmation or denial should be provided within five (5) days of receipt of the request.

Attendance At Professional Conferences May Be Accomplished In One Of The Following Ways:

1. Professional Leave with Teacher Paying Own Expenses (teacher or administrator initiates)
 - a. Teacher submits an email to principal with conference request and reason for attending the conference.
 - b. Principal approves/disapproves and makes arrangements for substitute (when necessary).
 - c. Administrative Secretary will input the electronic leave request using the appropriate funding code into Absence Management.
 - d. If out-of-county travel is requested, a "Conference/Workshop Request Justification Form" is found under the Employee Forms, and must be submitted to the Superintendent's Office for approval by the Governing Board before the travel is to occur.
2. Professional Leave with Expenses Paid by the District (teacher or administrator initiates)
 - a. Teacher submits an email to principal with conference information, rationale for requesting attendance and a listing of expenses being requested.
 - b. Principal approves/disapproves and makes arrangements for substitute (when necessary).

- c. Administrative Secretary will input the electronic leave request using the appropriate funding code into Absence Management.
- d. If out-of-county travel is requested, a “Conference/Workshop Request Justification Form” is found under the Employee Forms, and must be submitted to the Superintendent’s Office for approval by the Governing Board before the travel is to occur.
- e. After the conference, the teacher will submit a written conference report to the principal, which will include application of ideas to be used in the classroom as a result of conference attendance.
- f. An Expense Reimbursement Claim should be submitted to the principal for any allowable personal expenses incurred by the employee. Reimbursement for expenses will not be provided unless it was requested and approved in advance by the Governing Board.
- g. The District may pay any of the following: (not to exceed the limit allowed by state regulations)
 - i. Registration fee
 - ii. Transportation
 - iii. Lodging and Meals
 - iv. Substitute teacher, if needed

Approval Of Conference Attendance Will Be Based On The Following Criteria:

1. Need of District or school for teacher training in a particular area
2. Teacher's own professional growth needs
3. Availability of funds
4. Priority will be given to in-state travel

Paying for a Sub is determined according to the need for training. Subs will be paid by:

1. Grants
- OR**
2. School/Principal

SHORT-TERM LEAVES OF ABSENCE

For more information/questions email: leaverequest@gesd40.org or call (623) 237-7128

All employees in regular positions (20+ hours/week)

Short term leaves are brief periods of time deductible from accumulated sick leave when an employee is temporarily unable to carry out the performance of his/her duties and/or responsibilities. (Family and Medical Leave Act may be applicable - Refer to Board Policy GCCC, or "Parenting Leave" in this handbook.)

RELIGIOUS LEAVE

(see policy GCCB-R)

This category of leave may be used for absences due to religious obligation (such as religious holidays) and will be charged to accrued personal business/vacation leave.

CIVIC RELATED LEAVE

(see policy GCCB-R)

An employee may be granted leave without loss of salary if subpoenaed to participate in a District related court-required legal responsibility.

JURY SERVICES BY EMPLOYEES

(see policy GCCD)

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. Employees who are called to jury service shall enter their absence in the Absence Reporting system and submit a copy of the summons to Human Resources. When jury service is completed, the employee will then send the Jury Duty Verification form to Human Resources. Employees who engage in such service shall be paid their regular salaries. This regulation shall apply only to those days on which the employee would otherwise be on duty in the school District.

LEGAL LEAVE

(see policy GCCD)

This category of leave may be used when a person is the victim of a crime and he/she chooses to be present at legal proceedings resulting from that crime. Such leave will be charged to accrued personal business/vacation leave.

MILITARY LEAVE

(see policy GCCD)

The matter of military leave is specifically defined by Arizona Revised Statutes (ARS) and states that the school District must grant leaves of absence to employees to comply with orders from state or federal forces without loss of seniority (Section 26-1687 Title).

1. 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].
2. A copy of his/her military orders will be sent to Human Resources.

PARENTING/ADOPTION LEAVE

(see policy GCCA)

Eligible employees, who do not qualify for the Family and Medical Leave Act, may request a medical/ parenting leave of 6 weeks or 8 weeks if verified by a physician. Employees must work at least 20 hours per week to qualify for parenting leave.

BEREAVEMENT LEAVE

(see policy GCCH)

As a fringe benefit, all regular employees are eligible for bereavement leave. Eligible employees receive up to three (3) working days of leave for an in-state death and up to five (5) working days for an out-of- state death, not to exceed a maximum for five (5) days per fiscal year. One (1) day of bereavement leave is equivalent to an employee's regularly scheduled hours for the assigned position. Approved bereavement days are not deducted from earned leave.

For the purposes of bereavement leave, family shall include:

- Spouse
- Grandparents
- Children
- Grandchildren
- Parents like relations created by marriage, e.g., step-child, father-in-law, etc.
- Siblings
- Domestic Partner
- Fiancée

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 earned leave.

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

PROFESSIONAL LEAVE

(see policy GCCE)

The Governing Board has approved procedures to permit employees to visit other schools, attend conferences, meetings, conventions, workshops, etc., for school purposes without loss of pay. Employees selected to attend in-state meetings or conferences must have approval by the principal or department administrator prior to the meeting or conference. A "Travel Request Form" and "Conference/Workshop Request Justification Form" must be submitted to the Superintendent within timelines, which allow any request for out-of-county travel to be considered for approval by the Governing Board prior to the date of travel. There are limits to the total number of professional leave days used by a school as per formula.

SICK LEAVE

(see policy GCCA)

An employee who separates employment and has used more leave than they have contractually earned and accrued shall have the equivalent for credited but unearned leave deducted from their final salary payment. Sick leave is charged to the employee's record on an hourly basis. There will be no limit on the amount of sick leave that an employee may accrue.

Accrual schedules are as follows:

1. Employees who work four (4) or more hours per day for 12 months per year will earn or accrue a maximum of 13 days of Sick Leave (Four (4) days may be used for Personal Business Leave).
Employees who work four (4) or more hours per day but work less than 12 months per year will earn or accrue a pro-rated amount of days based on their own work calendar.
2. Teachers will earn 11 days of Sick Leave per year, four (4) of which are designated Personal Business Leave.
3. Administrators will earn leave as per contract.
4. Employees who work four (4) or less hours per day will accrue Earned Paid Sick Time (EPST) at the rate of one hour for thirty (30) hours worked, with a maximum accrual and use limit of forty (40) hours per fiscal year, beginning July 1 and ending June 30.

Note: A "day" is defined as the number of hours the employee is scheduled to work per day.

	Personal Business Leave		Sick Leave	
	Front Loaded Days	Remaining 2 Days	Front Loaded Days	Remaining Days
CLASSIFIED/CERTIFIED 12-MONTH	2	1 st Pay Date in Jan	2	Pro-rated prior to end of Work Calendar
CERTIFIED LESS THAN 12 MONTHS	2	1 st Pay Date in Jan	2	Pro-rated prior to end of Work Calendar
CLASSIFIED LESS THAN 12 MONTHS	2	1 st Pay Date in Jan	2	Pro-rated prior to end of Work Calendar
ALL EMPLOYEES LESS THAN 4/HOURS PER DAY	n/a	n/a	EPST PLAN	EPST PLAN

PERSONAL BUSINESS LEAVE

(see policy GCCB-R)

Certified Staff and Classified Support Staff members may use up to four (4) days per fiscal/school year for personal business. There is a maximum number of employees who may use personal leave on a specific day. Personal leave is limited by the number of substitutes available, and will be approved on a first-come, first-serve basis. Personal leave is intended to be used for personal business, religious obligation (religious holidays), and civic-related duties unrelated to jury service. In special circumstances, the Superintendent may approve more than three (3) days of personal business leave for certificated staff or more than four (4) days for support staff, but the reasons for the leave must be given, and the request may be denied. **Per policy GCCB, personal leave will not be granted to extend a holiday or other school break; holidays and school breaks are defined in the employee work calendar. Extenuating circumstances may be considered on a case-by-case basis.**

Rules of Personal Business Leave and Sick Leave Usage:

- Unused Personal Business Leave will be “added back” to the Sick Leave balance at the end of the school year.
- When Sick Leave balance is exhausted, unused Personal Business Leave accruals will automatically be used to cover Sick Leave absences. When Personal Business Leave accruals are exhausted, time requested and taken **will not** pull from Sick Leave balance, the paycheck will reflect a dock in pay. Once both Sick Leave and Personal Business Leave balances are exhausted, the paycheck will reflect a dock in pay.
- With approval, employees are allowed to use their Personal Business Leave until the balance reaches zero.
- Any Personal Business Leave absences used after the Personal Business Leave balance reaches zero will result in a dock in pay.
- Personal Business Leave can be used for illness but Sick Leave **may not** be used for Personal Leave.

**See policy GCCA and GCCB for more information*

LONG-TERM LEAVES OF ABSENCE

FAMILY AND MEDICAL LEAVE ACT (FMLA)

(see policy GCCC)

Any eligible employee of the district may take up to twelve (12) weeks of leave (FMLA) during any one (1) rolling year, without pay, for any (1) or more of the following reasons:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee’s spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of her or her job; OR
- any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on “covered active duty;”
 - Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember’s spouse, son, daughter, parent or next of kin (military caregiver leave).

Your Rights and Responsibilities Under the Family & Medical Leave Act of 1993 (FMLA)

Purpose of the FMLA - The FMLA allows employees to balance their work and family life by taking reasonable unpaid leave for certain family and medical reasons that are described below. The FMLA provides eligible employees with up to 12 workweeks of unpaid, job protected leave a year. The FMLA requires group health benefits to be maintained during the leave as if employees continued to work instead of taking leave. The FMLA also

provides that upon employee's return from FMLA, he/she will be restored to his/her original job or to an equivalent job unless a specific exemption to that requirement applies. Eligible district employees are entitled to up to 12 weeks of unpaid leave during any one (1) rolling year.

Employee Eligibility For FMLA Leave To be eligible for FMLA leave, the employee must have worked for the District for at least 12 months (which do not need to be consecutive); and have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave.

If it is determined that the employee is ineligible for FMLA they should refer to the section addressing Leave of Absence without Pay.

Leave Entitlement

The FMLA allows the employee to take up to 12 work weeks for leave for the following reasons:

- For the birth of your child, and/or to care for a newborn child within one year of birth. Such leave must be concluded within 12 months after the birth of the child. Leave for the birth of a child shall not be intermittent. Leave cannot last beyond 12 months after the birth of the child.
- For the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement. Such leave must be concluded within 12 months after placement and shall not be intermittent. Leave cannot last beyond 12 months after the placement of the child.
- To care for the employee's spouse, child, or parent who has a serious health condition
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job. Leaves taken under GESD's Short Term Disability or Intermediate Disability Plans will run concurrently with the entitlement under the FMLA, up to 12 work weeks within a 12 month fiscal year period, so long as the employee remains eligible under the FMLA and GESD program/policy.
- For any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty."
- An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of twenty-six (26) workweeks of leave during a twelve (12)-month period to care for the service member. The leave described to care for a covered service member shall only be available during one (1) single twelve (12)-month period.

Types of Leave

There are two (2) types of leave available under the FMLA: Regular and intermittent.

- Regular leave occurs when you take off from work for a continuous uninterrupted block of time.
- Intermittent leave occurs when you take a full day off from work due to a single serious health condition, return to work for a period of time, then take off another full day due to the same serious health condition.

Definition Of Serious Health Condition

For purposes of the FMLA, "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom), or any subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
- A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) of more than three

consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

- Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; **OR** Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- Any period of incapacity due to pregnancy, or for prenatal care.
- Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.

Advance Notice of Need For FMLA Leave

An employee must provide the District with at least 30 days advance notice before FMLA if the need for leave is foreseeable. The employee's failure to provide the required 30 days' notice when there is no reasonable excuse for the delay may result in a delay of the approval of the leave. When the leave is foreseeable, the employee's expected to make a reasonable effort to schedule treatment so that the disruption to the District is minimized. When the need for leave is not foreseeable, or it is not practical to provide at least 30 days' notice, the employee is required to provide as much notice as is practicable. In an emergency situation, you should contact the Assistant Superintendent for Human Resources.

Retroactive Designation of Leave

The District will not retroactively designate leave taken as FMLA unless:

- The District preliminarily designated the leave as FMLA and is awaiting medical certification; or
- The District did not know the reason for the leave, but learns the reason upon the employee's return and makes the designation within two business days. If the employee did not advise the District that the reason for the employee leave was covered by FMLA at the time the employee took the leave, the employee must inform the District within two business days of the employee's return or the employee may not subsequently assert FMLA protection.

Medical Certification Requirement

The District requires that the employee's need for leave for the employee's own serious health condition or that of the employee's immediate family member be supported by a certification issued by a health care provider. The employee must provide the District with the required certification within 15 days after the FMLA leave commences. The employee's failure or refusal to provide the certification is a valid reason for the District to deny the leave. Copies of the medical certification are confidential and will be maintained in separate files from the employee's personnel file.

Certification of active military duty or call to active duty in support of a contingency operation for purpose of receiving family leave shall be required under the same conditions as FMLA certification for leave indicated above.

If the District has reason to doubt the validity of the certification, it may require the employee to obtain a second medical opinion at District expense, from a medical provider that is chosen by the District but not regularly employed by the District. If the first and second opinions conflict, the District may require that the employee obtain a third (and final and binding) medical opinion, again at District expense, from a medical provider approved by the employee and the District. Pending receipt of the second (and third) medical opinion, the employee will be provisionally entitled to FMLA benefits. Upon the employee's request, the District will provide the employee with a copy of the second (and third) medical opinions within two (2) business days of the request. Recertification shall not be required for internals shorter than thirty (30) days.

Recertification Requirement

The District may require periodic recertification, at the employee's expense, during a leave. For pregnancy, chronic or permanent/long term conditions, recertification will not be requested more than once every thirty (30) days (unless

an allowable exception to this time frame exists). The employee must provide the District with the required re-certification within 15 calendar days from the date the employee submit the employee's request for FMLA leave.

Certification To Return To Work

If the employee has taken regular leave (not intermittent leave) because of the employee's own serious health condition, the employee may not return to work until the employee provides the District with a medical certification that the employee can resume the employee's essential job functions with or without reasonable accommodation. If accommodation is necessary, the medical certification form should include a description of the needed accommodation. The employee is responsible for the cost of obtaining the return to work medical certification. Copies of the medical certification are confidential and will be maintained in separate files from the employee's personnel file.

In the case of continuation, recurrence, or onset of a serious health condition to the employee, covered family of the employee (including a service member being cared for by an employee) and the employee is unable to return to work, certification issued by the health care provider of the entity with the serious health condition shall be required to support the inability of the employee to return to work.

Instructional Employees

Special rules apply to instructional employees (those whose principle function is to teach and instruct students): Instructional employees may be required to take intermittent or reduced leave for periods of a particular duration when the leave is foreseeable based on planned medical treatment; and the employee would be on leave for more than 20% of the total number or working days in the period during which the leave would extend. "Periods of a particular duration means a block of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed." Alternatively, the District may temporarily transfer the employee to an available alternative position with equivalent pay and benefits which better accommodates the recurring periods of leave.

Job Benefits and Protection

During the FMLA leave, the District will continue to pay for health care coverage in accordance with the terms of the applicable group insurance plan, up to the amount paid by the District, for up to 12 work weeks of leave within a 12 month fiscal period. The employee must continue to pay any required employee contributions in order to continue insurance coverage. Coverage will cease as of the last day of the month for which the employee's contributions have not been received (subject to a 30-day grace period). If the District is unable to automatically deduct these premiums from the employee's paycheck, premiums must be received by the District HR/Benefits office no later than the 7th day of each month for insurance coverage to be continued.

If the employee does not return to work following FMLA leave for a reason other than

- the continuation, recurrence or onset of a serious health condition which would entitle the employee to certified FMLA leave; or
- other circumstances beyond the employee's control (e.g. reduction in force), the employee may be required to reimburse the District for its share of health insurance premiums paid on the employee's behalf during FMLA leave.

FMLA covered absences are not chargeable and may not be used for any employment-related reason (e.g. attendance control plan, progressive discipline, performance evaluation, certain attendance recognition programs, etc.)

At the end of an FMLA leave, the employee is entitled to be reinstated to the same or equivalent position with equivalent pay, benefits, and other terms and conditions of employment, provided that the employee would have otherwise been employed at the time of reinstatement and provided no exception to this right exists. However, if at the time of reinstatement the employee is unable to perform an essential function of the employee's job, the employee may not be restored to the employee's prior or another position, unless placement to another position is required by other federal and/or state laws.

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].

An employee who is a member of the uniformed service may use any vacation leave or other accumulated paid time off during their service, or may take unpaid leave of absence.

The District must reemploy uniformed service members, as defined in 38 U.S.C. 4303, returning from a period of service, if the service member:

- Was employed by the District.
- Gave the District notice that he or she was leaving the job for service in the uniformed services, unless giving notice was precluded by military necessity or otherwise impossible or unreasonable.
- Has a cumulative period of service in the uniformed services not exceeding five (5) years.
- Was not released from service under dishonorable or other punitive conditions.
- Has reported back to the District in a timely manner or has submitted a timely application for reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act.

Unlawful Acts It is unlawful for the District to interfere with, restrain, or deny the employee the exercise of any right provided under FMLA. It is also unlawful for the District to discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or related to FMLA. The FMLA is enforced by the U.S. Dept. of Labor, Wage and Hour Division.

Certification of Health Care Provider for employee's serious health condition: Form found under Employee Forms on Page 73.

Certification of Health Care Provider for Family Member's serious health condition: Form found under Employee Forms on Page 77.

Serious Health Condition Certification for serious injuries or illness of covered service member for Military Family Leave: Form found under Employee Forms on page 81.

PROFESSIONAL/SUPPORT STAFF LEAVES OF ABSENCE WITHOUT PAY

(see policy GCCC)

Leaves of absence without pay that are not covered by other specific leave provisions may be granted for up to one (1) rolling year of the employee's work calendar, inclusive of leave time already granted within the rolling calendar year. Such leaves may be requested for but not limited to the following purposes:

- Additional education that relates to the employee's primary assignment.
- A reason that conforms to a policy currently in effect but the maximum number of days provided for in that policy will be exceeded
- For a leave that benefits or is in the best interest of the District.
- For leave under the Family and Medical Leave Act. (FMLA)
- For personal or family illness not covered under FMLA
- Sabbatical Leave – Professional Form *(see policy GCCF)*

Consideration for long term leaves of absence without pay will be based on the following criteria:

Relevance of the activity to the grade or subjects taught; or, to education in general.

Impact to the District and employee from serving as an elected state or national officer of an educational organization.

Employment with the district for at least one year or have worked 1250 hours within a twelve month period.

Requirement to Substitute Available Sick Leave for Unpaid Leave:

An employee's accrued sick, vacation, personal, or other applicable leave shall be substituted for FMLA leave, to the extent available by policy, unless otherwise agreed to by the District.

Benefits and Job Protection

Time allowed for leave does not accrue toward tenure, salary increment or accrued leave. If leave is granted, all rights of tenure, retirement, accrued leave, salary increments and other benefits provided by law shall be preserved at the level earned when leave is granted and available to the employee after the termination of leave of absence and the return to active service in the District. Hospitalization and major medical insurance premiums may be paid by the employee. The employee, upon his/her return, will return to a position of equal standing. Leave to serve in the State Legislature may be granted, but amount of salary earned in the Legislature during the school year will be deducted from annual salary (A.G.O.i65-6).

BENEFITS

DISTRICT BENEFITS

(see policies GCBD and GDBD)

Benefits vary depending on the number of hours worked, the position held, and the number of years with the District. Please contact the Benefits Analyst with specific questions at (623)237-7149 or benefitsinfo@gesd40.org.

EMPLOYEE BENEFITS PROVIDED

(For complete details see Board Policies or consult the Benefits Analyst)

Benefit	Employees assigned to a position that works less than 20 Hours	Employees assigned to a position that works 20 or more hours but less than 30 hours	Employees assigned to a position that works 30 Hours or More
Medical Insurance GCBD/GDBD	N/A	N/A	Multiple options available
Dental Insurance GCBD/ GDBD	N/A	N/A	Multiple options available
Vision Insurance GCBD/ GDBD	N/A	N/A	Provided by District
Life Insurance GCBD/ GDBD	N/A	N/A	Provided by District – 2 X Salary
Vacation GCD/GDD	N/A	12-mo. employee; per annual rate; see vacation accrual rates on next page	12-mo. employee; per annual rate; see vacation accrual rates on next page
Holidays GCD/GDD	Vary with employment notice/contract	Vary with employment notice/contract	Vary with employment notice/contract
Sick Leave Buy Back GCCA	N/A	Provided with minimum of 5 consecutive years of service	Provided with minimum of 5 years of service

Retirement (District) GCQEA	N/A	N/A	Insurance subsidy provided if the employee was hired before July 1, 2016 AND employed by the District for at least 15 consecutive years immediately prior to retirement AND retires with ASRS under normal retirement.*
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*employee age may be a qualifying factor

MEDICAL, DENTAL, AND VISION COVERAGE

(see policies GCBD and GDBD)

Benefit eligibility varies depending on the number of hours worked and the position held within the District. Please contact the Benefits Analyst with specific questions at (623) 237-7149 or benefitsinfo@gesd40.org.

LIFE INSURANCE COVERAGE

(see policies GCBD and GDBD)

Life insurance coverage is provided by Sun Life Financial and is double the employee’s annualized salary, rounded to the nearest thousand.

MID-TERM DISABILITY

(see policy GCCA-RA)

Mid-term Disability is paid for by the District on behalf of the employee. If an employee goes on mid-term disability, they must first use all their accumulated sick leave. Benefits will commence on the day following a 90 calendar day waiting period, during which time an employee has been totally disabled.

The basic monthly benefit is 66 2/3 percent of the employee's weekly earnings as of the disability date, not to exceed \$1,155 per week for up to 13 weeks. Employees who are on the employer-paid short-term disability will no longer have access to use their sick leave and all leave accruals will remain frozen until the employee returns to work, resigns or retires from the District. Employees must contact the Benefits Analyst at (623)237-7149 or benefitsinfo@gesd40.org to start the claim process.

LONG-TERM DISABILITY

(see policy GCCA-RA)

Health insurance premiums may be paid by the employee at a group insurance rate through the District. The Arizona State Retirement System may contribute toward the premium. Benefits will commence on the day following a 180-calendar day waiting period; during which time the employee has been totally disabled. The basic monthly benefit is 66 2/3 percent of the employee's monthly earnings as of the disability date.

VACATION

(See policies GCD and GDD)

Twelve-month employees will accrue vacation as per their years of service and/or according to contract and employment agreement. Vacation may accumulate to a maximum of 40 days, at which no vacation can be earned. As accumulated vacation days are used and drop below 40 days, an eligible employee may again accumulate vacation up to a maximum limit.

12-MONTH CLASSIFIED EMPLOYEES VACATION

Years Employed	Monthly Credit Hours	Vacation Time Days
1-2	6.66	10
3	7.33	11
4	8	12
5	8.66	13
6	9.33	14
7-10	10	15
11	10.66	16
12	11.33	17
13	12	18
14	12.66	19
15+	13.33	20

RETIREMENT OF PROFESSIONAL/SUPPORT STAFF

(see policy GCQEA)

Arizona State Retirement Contribution

If contemplating retirement, contact the Benefits Analyst at (623) 237-7149 or benefitsinfo@gesd40.org for all options. Employees regularly assigned 20 hours or more accumulate funds in the Arizona State Retirement System (ASRS). Each employee contributes a percentage and the District matches the employee contribution. For information about the Arizona State Retirement Program, contact the Arizona State Retirement System at (602) 240-2000 or their website at www.azasrs.gov.

When an employee decides to retire from the District, a letter of retirement must be submitted to Human Resources.

Supplemental Retirement Program

(see policy GCQEA)

The District offers a supplemental retirement program consisting of partial reimbursement for health/dental insurance premiums to eligible employees who retire from the District. Employees must have been hired by the District prior to July 1, 2016, must have completed 15 consecutive years of full-time employment with the District immediately prior to retirement, and must have reached any combination of age and years of service which would qualify the employee to be eligible for standard (not early) retirement benefits with the Arizona State Retirement System (ASRS) and the employee must retire and accept benefits from Arizona State Retirement System (ASRS). * Employees hired after July 1, 2016 are not eligible for this benefit. Employees interested in participating in this benefit should submit the completed Supplemental Retirement Program Participation Form to Human Resources by March 20th of the year prior to the year of intended retirement.

*Employee's age may be a qualifying factor

Phased Retirement

(see Policy GCQEA)

Employees who are eligible for normal retirement with the Arizona State Retirement System can submit a request to participate in the Phased Retirement Plan the District offers. If approved to participate in the Phased Retirement Plan, the employee would retire from the District and sever employment for one year. During the one year of severed employment, the retiree is hired by the Phased Retirement Vendor and is contracted as a vendor with the District. The design elements of the plan including eligibility, compensation, key dates, and re-employment are outlined in the Phased Retirement Plan Action Item approved by the Governing Board every Spring (February). For questions regarding this benefit, please contact the Benefits Analyst at (623) 237-7149.

In order to participate in the Phased Retirement Plan and employee must meet/agree to the following criteria or conditions:

1. Eligibility requirements for participating in Phased Retirement:

- Any combination of age and years of service, which qualify the employee for normal retirement benefits with the Arizona State Retirement System.
- The employee must have acceptable performance evaluations for each of the prior two years.
- The employee must complete the Phased Retirement Participation request form.
 - **The employee's supervisor must sign the form.**
 - **The form must be submitted to Human Resources by March 20.**
- The supervisor is required to maintain the employee in his or her current position during the Phased Retirement period with the exception of a district initiated transfer.

2. Participants must sever employment with the District.

3. Employees can only enter Phased Retirement at the start of their position's work calendar.

4. Employment with Educational Services Inc. is for one year only.

5. Participants will receive wages through Educational Services Inc. at 80% of the base salary received in the final year of employment with the District.

6. Participants will be treated in a fair and reasonable manner in a Reduction in Force (RIF) situation.

7. The evaluation tool and protocol will be the same as what is used for District personnel in the same position.

8. While employed with Educational Services Inc., participants will not be eligible for a Governing Board-approved salary increase for the year the employee enters phased retirement.

9. While employed with Educational Services Inc., participants are eligible for additional duties and/or compensation including, but not limited to Performance Pay, coaching, department chair, sponsor of student club, tutoring, etc. Participants receive 100% of the rate paid for extra duty.

10. When leaving Educational Services Inc., unused sick and vacation leave will not be eligible for payout.

11. Enrollment will be open from the date of Governing Board approval through March 20 of each year.

12. The cost of the Alternative Contribution Rate (ACR) to the Arizona State Retirement System is paid by the District.

Re-employment with the District:

If the employee would like to return to District employment after Phased Retirement the employee must complete the Re-Employment Following Phased Retirement request form.

- **The employee's supervisor must sign the form.**
- **The form must be submitted to Human Resources by March 20.**

ANNUAL SICK LEAVE BUY-BACK

(see policy GCCA-RA)

GESD offers a limited annual sick leave buy-back option for employees who are returning to work in the subsequent fiscal year, have accrued paid sick leave and meet certain criteria as defined herein. To be eligible to use the annual sick leave buy-back benefit, an employee may not have been on an improvement plan and may not have received a letter of reprimand or any other form of discipline during the school year in which the employee seeks to buy-back the leave.

First-year employees must have a minimum balance of forty (40) hours of accrued sick leave banked to apply for the sick leave buy back. All other employees must have a minimum of sixty-four (64) hours banked. Absences taken during the year will be deducted from the current-year accrual to determine available balance. The employee's

sick leave balance will be reduced by the amount of sick leave purchased in the buy back.

Pay-out rates are set as follows:

0-4 years of service at \$6.25 per hour

5-9 years of service at \$7.50 per hour

10+ years of service at \$9.375 per hour

The following table shows the maximum hours per year from current-year accrual that may be cashed out in eight (8)-hour increments only (*for example* 20 hours = 16 hours paid, 4 hours carried forward):

Years of Service	Maximum Hours Bought	Maximum Pay-Out
0-1	8	\$50.00
2	16	\$100.00
3	24	\$150.00
4	32	\$200.00
5-9	40	\$300.00
10+	40	\$375.00

An application period to request buy-backs will occur annually the first full week in May. The application window will open on Monday and close on Friday. Notice and instructions will be disseminated to employees two weeks prior to the opening date via email.

Forms must be submitted to payroll via email.

Payouts will occur in the following fiscal year with the following options: in the first full pay period depending on employee's work calendar *OR* the pay period prior to winter break.

SICK LEAVE BUY BACK UPON SEPARATION OF EMPLOYMENT

(*see policy GCCA-RA*)

Employees who resign or retire from the District with at least five (5) years but less than ten (10) years of continuous service may request sick leave buy-back of up to three hundred twenty (320) hours at \$8.125 per hour.

After ten (10) years of continuous service with the District, and upon resignation or retirement, each classification of employee will be reimbursed for accumulated sick leave based on the first range of the employee's classified salary grade or fifteen dollars (\$15) per hour, whichever is less. There is a cap to the number of days that will be reimbursed as outlined in the table below. A contract year equals a year of employment for purposes of this policy. Example: The employee is required to complete ten (10) or more continuous school years first to last day to qualify or must resign/retire on the anniversary date to receive his/her ten (10) year sick leave buyback.

Years of Service	Maximum Hours Reimbursed
5-9	320
10-14	640
15-19	960
20-24	1,280
25+	1,360

Benefit is subject to the availability of funds.

LEAVE BUY-BACK OR PAYOUT FOR THOSE 55 AND OVER

(*Policy GCCA-RA and GCCA-RC*)

Employees who have reached or will reach their fifty-fifth (55th) birthday in the same year that they separate from service and will receive more than five-thousand dollars (\$5,000) in a leave pay-out will receive their payment through an employer non-elective contribution into a specified 403(b) Plan or Post Retirement Incurred Medical Expenses Plan.

SICK LEAVE BANK

(see policy GCCG and GCCG-RB)

Objective: Establish a Sick Leave Bank (SLB) for GESD employees.

Participation

- Optional
- Predetermined Enrollment period:
 - **July 15th – September 4th of each year**
- One (1) day donation of sick leave accrual
 - Day is based on current FTE (4+ hours/day)
 - If an employee's daily hours increase the employee will not need to contribute additional hours, nor if daily hours decrease will the employee receive hours from the bank
- Employees must have a sick leave accrual balance equivalent of no less than sixty (64) hours or eight (8) days of work schedule at time of donation (8 days is based on daily work day)
- Donations are final and employees may not request refund of donation
- Donations will remain in bank upon termination of employee.
- Employees who are receiving short-term disability benefits are eligible to participate

Eligibility

- Leave bank hours may only be used for personal illness or family illness as determined by District policy
- A leave bank member/or designee may apply for leave bank hours if he/she has exhausted his/her accumulated sick leave, personal leave and/or vacation hours

Administration of Sick Leave Bank

- Current Human Resources/Payroll System have the ability to track Sick Leave Bank participants
- Employees will submit form authorizing Payroll to deduct one (1) day of the sick leave accrual to be donated to bank during the enrollment period

Requests from employee for donated days:

- Employee must have exhausted all their current leave accruals.
- A member must provide the leave bank committee with the data necessary to substantiate his/her need for leave hours.
- Maximum of twenty (20) days may be given to each employee per year upon initial request.
- If employee is not granted the full twenty (20) days upon initial request, additional request(s) may be made up to a maximum of twenty (20) days total.
- Employees may submit additional requests for days beyond the maximum twenty (20) days.
 - Requests will be sent to members to donate an additional day(s) for specific employee and not drawn from the bank.
- All requests will be made on approved form and submitted to the Sick Leave Bank committee through Payroll.
- Employees may not join the bank after enrollment period.
- Employees receiving short-term disability will only be eligible for hours to supplement the difference of what they receive from Short Term Disability and their normal pay from the District.

Sick Leave Committee

- Committee formed to review requests from employees for donated days.
 - Committee will consist of three (3) voting members and one non-voting member
 - Three (3) - One (1) Administrator, one (1) Certified and one (1) Support Staff member
 - Representatives will serve a staggered three (3) year term with one (1) member being new each year to allow continuity. This will be reviewed annually.

- Representative for all three (3) classifications must be present for decisions.
- Majority vote is required for approval of all requests.
- Names of committee members will remain confidential.
- One (1) - Member to act as liaison for communication between the committee and employees.
 - Director for Human Resources will attend committee meetings for the appeal process only.
 - All committee members must be Health Insurance Portability and Accountability Act (HIPAA) trained.
- Committee will be required to meet annually prior to enrollment period.
 - Compile an annual report of donations and usage.
 - Review Sick Leave Bank balance to determine if donations are required from all participants or only new enrollees depending on hours in bank.
 - Review possible changes to program for upcoming year.

Appeal Process

- Members denied sick leave days may appeal the committee decision by providing additional information to substantiate the request.
- Director of Human Resources will review the appeal with the committee to help determine if the denial should be overturned.
- If request is denied a second time by committee the decision is final.

Miscellaneous

- Upon receiving Short Term Disability, employee is only eligible for hours to supplement the difference between what they receive from Short Term Disability and their normal pay from the District.
- Employees eligible for Workers Compensation are not eligible to request days from SLB, only hours to supplement.
- In event that the Sick Leave Bank is discontinued due to any reason, all remaining hours will be distributed evenly to current members.
- Sick Leave Bank balance is reviewed annually to determine if additional donations may be required by current members.

OPTIONAL EMPLOYEE BENEFITS

Optional employee benefits are available to eligible employees on a voluntary basis. These benefits include short-term disability, voluntary life insurance, accident/cancer/critical illness and hospitalization insurance, flexible spending accounts, legal plans, pet insurance, and tax sheltered annuity plans. For more information, please call the Benefits Analyst in the Human Resources Department at (623) 237-7149.

WORKERS COMPENSATION

(see policies GBGD, GBGC-R and GDGD-E)

All employees shall be covered by worker's compensation insurance for work-related injuries/illnesses that arise out of their job duties in accordance with Arizona Workers' Compensation laws. An employee must immediately report all injuries/incidents to their supervisor or administrator and Risk Management. An employee injury/incident report and other reports as required by law will need to be completed at the time of the injury/incident.

All employees who are temporarily or partially disabled due to work-related injuries/illnesses might be returned to work in a modified or restricted capacity until they are released to their regularly assigned duties at full capacity. The return-to-work offer may be in any position so designated by the District for which the employee is able to perform, within the limitations and restrictions as set forth by the attending physician. If possible, employees will remain productive and active in the work place while recovering from their work-related injury/illness. The District reserves the right to rescind the offer of modified or restricted capacity work at any time.

Employee Injury Procedures

1. Immediately report your on-the-job injury by calling 1-833-242-6826.
 - a. Press 1 for report only or if treatment has already been provided

- b. Press 2 if you are seeking medical attention
- c. Press 9 for Spanish speakers
2. If you sought medical attention, follow the attending nurse's orders. GESD's workers' compensation's medical provider is MBI (Medicine for Business and Industry).
 - a. If you were directed to receive care during your shift, and you are an hourly employee, please clock out from shift before leaving.
3. Report your injury to your supervisor before the end of your shift.

After visiting MBI or a medical facility for your injury, you must contact the Risk Manager at 623-237-7181. This is MANDATORY.

1. If released to regular duty, please return to work.
2. If released with restrictions, the Risk Manager, your supervisor, and yourself will plan your return to work on possible modified duties. This may include modifying your job duties or moving to a different position that supports your restrictions. GESD is not required to provide modified duties, but will try and accommodate the employee appropriately.
3. If placed on a no work status, you may not return to work until released by the doctor. Contact Risk Manager at 602-237-7181 immediately and provide your medical documentation.

Emergencies

For serious injuries that threaten either your LIFE or LIMB:

1. Go to the nearest medical facility
2. Immediately notify your supervisor
3. Supervisor will call 1-833-242-6826 to report employee's serious injury
4. All follow-up care MUST be provided by MBI or a District-designated facility

Workers' Compensation cards can be provided by your supervisor or Site Administrators.



Employer's Workers' Compensation

Present to healthcare provider
for work-related injuries only

Billing information is on back of card.

IMMEDIATELY REPORT

all on-the-job injuries to

1-833-242-6826

Press 1: Report ONLY or If Treatment
Has Already Been Provided

Press 2: Seeking Medical Attention
(anytime, day or night, 24/7)

**Report injury to your
supervisor by end of shift**

EMERGENCIES

**For serious injuries that
threaten either life or limb:**

- » Go to the nearest medical facility
- » Immediately notify supervisor
- » Supervisor reports injury
- » Follow-up care must be
provided by a County-designated
facility

OBTAINING MEDICATIONS

**Present this card to the pharmacy to receive medication for your
work-related injury.**

This card serves as a temporary First Fill card only. If your Workers' Compensation claim is accepted, you will receive a permanent pharmacy card by mail. Network pharmacies include all major chains, including Walgreens. This card is valid for work-related injuries only.

TO LOCATE A NETWORK PHARMACY

Call 866-337-6426

Or visit www.helioscomp.com and click on Pharmacy Locator.

Other Information

If anyone is found fraudulently reporting a work injury, medical care will immediately terminate, all medical costs will be billed to the employee, and the employee will be reported to Human Resources for possible reprimand and/or termination.

The nurse on the phone will be asking for personal/private information. Questions might sound “invading”, but they are the necessary questions for reporting workers’ compensation to the Arizona Industrial Commission.

Avoiding contact with the Risk Manager on a workers’ compensation claim will result in termination of workers’ compensation benefits.

Ambulance rides are only covered by workers’ compensation when your injury threatens your life or limb. Ambulance rides taken because of convenience will be billed directly to the employee.

District policy should be followed. If an employee was injured while not following district policies, it could be decided a possible termination of workers’ compensation benefits. i.e. Employee was injured because they were not wearing the correct footwear listed under the dress code.

PROBLEM RESOLUTION

GRIEVANCES AND COMPLAINTS

(see policy GBK)

In accordance with policy GBK, employees are entitled to representation during meetings with the administrator/supervisor. If the representative is unable to attend a scheduled meeting the meeting may continue without the representative being present. An additional representative may be present by mutual consent.

Effective communication among 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 and complaint procedure for employees as the prescribed means of resolving grievances and complaints at the earliest date and the lowest possible administrative level.

DISCIPLINE, SUSPENSION, AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

(see policy GCQF)

Categories of misconduct that certificated staff members might be disciplined for includes, but are not limited to:

- Engaging in unprofessional conduct.
- Committing fraud in securing appointment.
- Exhibiting incompetence in their work.
- Exhibiting inefficiency in their work.
- Exhibiting improper attitudes.
- Neglecting their duties.
- Engaging in acts of insubordination.
- Engaging in acts of child abuse or child molestation.
- Engaging in acts of dishonesty.
- Being under the influence of alcohol while on duty.
- Engaging in the use of narcotics or habit-forming drugs.
- Being absent without authorized leave.
- Engaging in discourteous treatment of the public.
- Engaging in improper political activity.
- Engaging in willful disobedience.
- Being involved in misuse or unauthorized use of school property.
- Having excessive absenteeism.
- Carrying or possessing a weapon on school grounds unless they are peace officers or have obtained specific

authorization from the appropriate school administrator.

Any discipline imposed that is to become a part of the personnel file and permitted under A.R.S. § 15-341 must adhere to the following procedure:

- Step 1 – Notice
- Step 2 – Hearing
- Step 3 – Decision (in writing)
- Step 4 – Appeal (optional)

DISCIPLINE, SUSPENSION, AND DISMISSAL OF SUPPORT STAFF MEMBERS

(see policy GDQD)

MINOR DISCIPLINE

Support staff members may be disciplined for any conduct that the District judges as inappropriate. Minor disciplinary action includes, without limitation, 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 supervisor.

SUSPENSION WITHOUT PAY FOR MORE THAN (5) DAYS:

At-will employees:

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

Term employees:

Term employees may be suspended without pay for a period of more than five (5) days by the superintendent for conduct that is inappropriate. If a term employee is to be suspended more than five (5) days, a copy of the recommendation for the suspension shall be delivered to the employee. A hearing may be requested by the employee within five (5) days after receiving the recommendation. If the hearing is requested, the hearing officer shall be designated by the Superintendent and the findings of the hearing officer shall be a final decision. The Governing Board may act as the hearing officer.

DISMISSAL

At-will employees:

At-will employees may be suspended or may be terminated by the Governing Board for any reason, with advance notice, as the Governing Board desires. If termination is recommended by the Superintendent, the recommendation shall be delivered to the employee. All recommendations for dismissal must be approved by the Governing Board.

Term employees:

Term employees may be terminated for cause by the Governing Board at any time prior to the expiration of their employment. Cause is defined as any conduct that, in the judgment of the District, is detrimental to the interests of the District or its personnel or student and shall include but not be limited to:

- Absence without leave
- Abuse of leave
- Alcohol or drug impairment
- Child abuse or molestation
- Discourteous treatment of the public Dishonesty
- Excessive absenteeism
- Fraud in securing employment
- Improper attitude
- Incompetence or inefficiency
- Insubordination
- Neglect of duty

- Unauthorized possession of a weapon on school grounds
- Unauthorized use of school property
- Unlawful conduct
- Use of illegal drugs
- Violation of a directive of a supervisor
- Violation of a District policy or regulation

If the Superintendent intends to dismiss a term employee, the notice and hearing procedures described in “Suspension without pay for more than five days” shall be followed, except that the hearing officer shall be the Governing Board or a person designated by the Governing Board.

MANDATED POLICIES

CHILD ABUSE

(see policy JLF)

Glendale Elementary School District employees are required by state law (A.R.S. 13-3620) and District policy to report any case of suspected child abuse or neglect. The school principal will schedule in service training for staff members on matters relating to child abuse/neglect.

Any employee who reasonably believes that a minor is or has been the victim of physical injury, or neglect shall immediately report or cause a report to be made to a peace officer or to Department of Child Safety. Such report shall be made immediately by telephone or in person and shall be followed by a written report within seventy-two (72) hours.

DRUG-FREE WORKPLACE

(see policy GBEC)

No employee shall violate the law or District policy in the manufacture, distribution, dispensing, possession, or use, on or in the workplace, of alcohol or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, as defined in schedules I through V, section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15. *Workplace* includes any school building or any school premises and any school-owned vehicle or any other school-approved vehicle used to transport staff members or students to and from school or school activities or on school business. Off school property, the workplace includes any school-sponsored or school-approved activity, event, or function where students or staff members are under the jurisdiction of the District. In addition, the workplace shall include all property owned, leased, or used by the District for any educational or District business purpose.

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

SMOKE AND TOBACCO FREE ENVIRONMENT

(see policy KFAA)

The Glendale Elementary School District is entirely smoke and tobacco free.

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

- School grounds.
- School buildings
- School parking lots.
- School playing fields.
- School buses and other District vehicles.
- Off-campus school-sponsored events.

This policy applies to all employees, students, lessees and visitors. Signs will be posted in all District buildings and vehicles and prospective employees will be advised of this policy.

SEXUAL HARASSMENT/WORKPLACE HARASSMENT

(see policy ACA)

All individuals associated with this District, including, but not necessarily limited to, the Governing Board, the administration, the staff, and the students, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment. **The Superintendent or designee shall be the compliance officer and may be contacted at (623) 237-7136.**

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of sexual nature when made by a member of the school staff to a student or to another staff member, or when made by a student to another student. Form is found in Employee Forms on page 102.

An employee is encouraged to communicate to the employer whenever the employee believes working conditions may become intolerable to the employee and may cause the employee to resign. Under Section 23-1502, Arizona Revised Statutes (ARS), an employee may be required to notify an appropriate representative of the employer in writing that a working condition exists that the employee believes is intolerable.

The District representative to whom you are to report intolerable working conditions is the Human Resources Department, at (623) 237-7125.

SUPPLEMENTAL INFORMATION

SECURITY

(see policy ECA)

Plans and procedures will be developed for:

- Enhancing the security of District property. Minimizing fire hazards.
- Providing for keeping records and funds in a safe place.
- Protecting against vandalism and burglary. Providing for prosecution of vandals.
- Providing for and encouraging employee responsibility for furniture, text books, reference material, and other District materials, equipment, and supplies assigned to the employee's care.

SCHOOL & PERSONAL PROPERTY REPLACEMENT/RESTITUTION

(see policy ECAD)

It should be noted that the District is not liable for loss and/or damage to personal property of an employee.

IDENTIFICATION OF STAFF

For the safety of all staff and students, employees shall wear District issued I.D. badges and should notify the supervisor immediately if anyone without appropriate identification is on District property.

BADGE REPLACEMENT

A badge replacement is required when an employee loses or damages his/her District badge. If the employee's badge is lost, there is a badge replacement fee:

- \$10.00 to replace a badge with building security access/fuel access

Badge replacement fees are deducted through Payroll Deduction Process. A new picture is not taken when a badge is replaced unless the employee has drastically changed his/her appearance.

LEAVING SCHOOL GROUNDS

Employees are expected to remain at their duty station for the entire work day, except for lunch break periods. Any temporary absence should be of a sufficiently important nature that, in the eye of the general public, is justified. These absences should not be predictable or repetitive. Employees who are leaving school grounds during the work day

must notify the supervisor of the reasons for their absence. Hourly employees must clock in/out as well as signing the sign-in/out books on campus.

HOURLY EMPLOYEE MEAL PERIOD

Employees who work more than six hours per day are entitled and required to take a thirty (30) minute bona fide meal period (duty-free lunch/meal period). The 30-minute lunch/meal period should not be regularly scheduled at the beginning or the end of the employee's shift.

Employees who work less than six hours may take a lunch break if it is agreeable with the supervisor and employee.

Most GESD employees do not receive rest period work breaks, defined as a short duration break between (5) five and (20) minutes. If unauthorized work breaks are taken, the employee is subject to disciplinary action.

The employee's supervisor determines a break time schedule when safety is a concern for employees.

Teacher for Teacher

Teacher for Teacher is established for when a **substitute** is not available for a teacher's **scheduled** absence. The shared daily rate is \$125 for the 23-24 school year only*.

A teacher is eligible for substitute pay if he/she is responsible for his/her own students (class) as well as the absent teacher's students at the same time, thereby doing double duty.

Sub duty pay is divided among the number of teachers who provided coverage for at least **51% of the day**.

Administrative approval (signature) is required for payment.

Situations Where Teacher for Teacher Does Not Apply

- A teacher is not eligible for substitute pay when special area classes are canceled for reasons other than lack of a substitute teacher.
- Administration, AAs, SELS, and Counselors are not eligible.
- If a "pull out program" teachers' regular classes are canceled (ex. Intervention, etc..) so the teacher can cover another class, the teacher will not be eligible to receive the extra pay because the teacher is not doing "double duty".

Scenario A/Split Class: A teacher is eligible for teacher for teacher pay if he/she is responsible for his/her own students (class) as well as the absent teacher's students at the same time, thereby doing double duty.

a. Teacher for teacher pay is divided among the number of teachers who provided coverage at least 51% of the day. (This includes Related Arts teachers)

Scenario B/Lost Prep: A teacher whose prep period is canceled due to a lack of a substitute is eligible to receive partial teacher for teacher pay for that time.

a. If a Related Arts class is canceled and the students stay with their homeroom teacher.

b. If a scheduled substitute does not show up for a class, each teacher who covers during his/her prep will divide up the teacher to teacher pay. (This includes Related Arts teachers)

All above scenarios are based on the administrative approval of the plan.

Payment Processing

Administrative School Secretary will submit an Epar for each Teacher that will receive a "Teacher for Teacher" Payment.

Teachers will complete a Certified Added pay timesheets for this assignment and submit them to the Site Admin Secretary.

The Admin Secretary will complete the "Teacher for Teacher" cover sheet along with the Certified Added pay timesheets and submit them to the payroll department via Electronic Timesheet for payment processing.

The Payroll Department will verify the cover sheet/timesheets and process payments accordingly.

FORMS FOR EMPLOYEE USE





GLENDALE ELEMENTARY SCHOOL DISTRICT JOB SHARE AGREEMENT

Name of Job Share Participant: _____

Name of Job Share Participant: _____

Site: _____

Beginning Date of Job Share: _____

By signing below the participants understand and commit to the following guidelines of the job share agreement:

- WORK STATUS:** Each job-share participant must work .5 FTE.
- TEACHER STATUS:** If the teacher proposing to enter a job-sharing arrangement is a "probationary teacher," as defined by A.R.S. 15-501, acceptance of an employment contract under a job-sharing arrangement will constitute a break in full-time teaching employment necessary to achieve continuing teacher status. A "continuing teacher" entering into a job-sharing arrangement will retain status as a continuing teacher.
- COMPENSATION:** Each employee will receive one-half (1/2) the salary that would be received for fulltime work. Benefits and credit for experience will be the same as for .5 employees.
- COMMITMENT:** If one (1) participant in an approved job-share contract is unable to fulfill the terms of the contract, and an appropriate alternate is not found for the remaining participant and approved by the principal, the remaining participant shall be responsible for fulfilling the entire contract by returning to full-time teaching.

Please select one of the follow:

- One-half (1/2) of the District contribution toward employee medical and dental insurance will be provided to each job-sharing participant -- **OR** --
- One job share participant may waive this benefit and the other may receive employee medical and dental insurance as provided to a regular full time employee.

If second option is chosen list name of employee who will receive the insurance benefit:

Signature of job sharing participant

Date

Signature of job sharing participant

Date

**G-0004 EXHIBIT A
RESIGNATION FORM
Human Resources Department
Telephone: (623) 237-7100
Fax: (623) 237-7293**



Please complete the following, sign and return to your immediate supervisor who will sign and forward to the Human Resources Department.

Name: _____

Employee ID: _____

I hereby resign my position from the Glendale Elementary School District, effective at the end of the day on:

Month: _____ Day: _____ Year: _____

My job title is: _____

My School/Department Location: _____

The reason for my resignation is:

- Career Change (New Profession)
- Employment in another school district
- Going back to school
- Health Reasons
- Moving
- Need Health Benefits
- Need More Hours
- Need More Pay
- Personality Conflict with
 - Manager
 - Co-Worker
- Other Please specify: _____
- Retirement

The following items must be returned to your immediate supervisor or his/her designee by your last day of work: Keys, uniform, credit card, computer, cell phone, I.D. badge, resource books or materials, and other equipment or property belonging to the Glendale Elementary School District.

Employee Signature: _____ Date Signed: _____

Supervisor's Signature: _____ Date Signed: _____

Please review policy GCCA-RA before submitting this form.

CONFERENCE/WORKSHOP REQUEST FORM



Must be completed and submitted to the Superintendent's Office for transmittal to the Governing Board along with the Travel Request Form.

Name of Traveler(s): _____

Conference/Workshop Title: _____

(Reason for Travel)

1. Relevance of conference/workshop to employee(s) work responsibilities.
2. How will employee(s) share information with colleagues?
3. How is the conference/workshop related to district, school or department goals and or objectives?

TRAVEL REQUEST FORM

Out-of-State Travel by District Employee



This form must be turned in with purchase requisitions and PAR to the Superintendent's Office with enough advance notice to ensure Board approval prior to travel date.

Name of Traveler(s): _____

Working at School/Department: _____

Reason for Travel: _____

Traveling to: _____

Dates of Travel: _____

Substitute Needed/Dates: _____

	Code Number	Cost	Requisition
Charge Sub to:	_____	\$ _____	_____
Charge Registration to:	_____	\$ _____	_____
Charge Airline/Bus to:	_____	\$ _____	_____
Charge Meal/Lodging to:	_____	\$ _____	_____
Charge Auto Mileage to:	_____	\$ _____	_____
Total Cost of Travel		\$ _____	

APPROVED BY: _____ **DATE:** _____

_____ Approved _____ Not Approved _____ By the Governing Board on (date): _____

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The 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.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

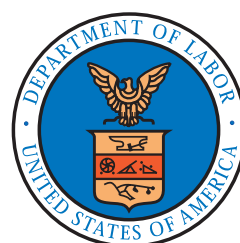
After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR



**Certification of Health Care Provider for
Employee's Serious Health Condition
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage and Hour Division**



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.

OMB Control Number: 1235-0003
Expires: 6/30/2023

RETURN TO THE PATIENT.

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First Middle Last

(2) Employer name: _____ Date: _____
(mm/dd/yyyy)
(List date certification requested)

(3) The medical certification must be returned by _____ *(mm/dd/yyyy)*
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

(4) Employee's job title: _____ Job description (is / is not) attached.
Employee's regular work schedule: _____
Statement of the employee's essential job functions: _____

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: _____

Health Care Provider's name: (Print) _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: _____ (mm/dd/yyyy)

(2) Provide your **best estimate** of how long the condition lasted or will last:

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

Inpatient Care: The patient (has been / is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

Incapacity plus Treatment: (e.g. outpatient surgery, strep throat)
Due to the condition, the patient (has been / is expected to be) incapacitated for *more than* three consecutive, full calendar days from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (was / will be) seen on the following date(s): _____

The condition (has / has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

Pregnancy: The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).

Chronic Conditions: (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

Permanent or Long Term Conditions: (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

Conditions requiring Multiple Treatments: (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

None of the above: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: _____

- (4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage.

- (5) Due to the condition, the patient (had / will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

- (6) Due to the condition, the patient (was / will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week)

- (7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week)

- (8) Due to the condition, the patient (was / will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

- (9) Due to the condition, it (was / is / will be) medically necessary for the employee to be absent from work on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (day / week / month) and are likely to last approximately _____ (hours / days) per episode.

Employee Name: _____

PART C: Essential Job Functions

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee’s essential functions or a job description, answer these questions based upon the employee’s own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee (was not able / is not able / will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

Signature of Health Care Provider _____ Date _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care
<ul style="list-style-type: none">• An overnight stay in a hospital, hospice, or residential medical care facility.• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
<p><u>Incapacity Plus Treatment:</u> A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:</p> <ul style="list-style-type: none">○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
<p><u>Pregnancy:</u> Any period of incapacity due to pregnancy or for prenatal care.</p>
<p><u>Chronic Conditions:</u> Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.</p>
<p><u>Permanent or Long-term Conditions:</u> A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer’s disease or the terminal stages of cancer.</p>
<p><u>Conditions Requiring Multiple Treatments:</u> Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.</p>

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First Middle Last

(2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)

(3) The medical certification must be returned by _____ (mm/dd/yyyy)

(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). **You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

(1) Name of the family member for whom you will provide care:

(2) Select the relationship of the family member to you. The family member is your:

- Spouse Parent Child, under age 18
 Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

(3) Briefly describe the care you will provide to your family member: *(Check all that apply)*

- Assistance with basic medical, hygienic, nutritional, or safety needs Transportation
 Physical Care Psychological Comfort Other: _____

(4) Give your **best estimate** of the amount of leave needed to provide the care described: _____

(5) If a **reduced work schedule** is necessary to provide the care described, give your **best estimate** of the reduced schedule you are able to work. From _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)*, I am able to work
_____ *(hours per day)* _____ *(days per week)*.

Employee Signature _____ Date _____ *(mm/dd/yyyy)*

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that *involves inpatient care or continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider's name: *(Print)*

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) Patient's Name:

(2) State the approximate date the condition started or will start: _____ *(mm/dd/yyyy)*

(3) Provide your **best estimate** of how long the condition lasted or will last: _____

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient *(e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort)*.

Employee Name: _____

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

Inpatient Care: The patient (has been / is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

Incapacity plus Treatment: (e.g. outpatient surgery, strep throat)

Due to the condition, the patient (has been / is expected to be) incapacitated for *more than three* consecutive, full calendar days from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (was / will be) seen on the following date(s): _____

The condition (has / has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

Pregnancy: The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).

Chronic Conditions: (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

Permanent or Long Term Conditions: (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

Conditions requiring Multiple Treatments: (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

None of the above: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine if the benefits and protections of the FMLA apply.

(7) Due to the condition, the patient (had / will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

(8) Due to the condition, the patient (was / will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery _____ (e.g. 3 days/week)

Employee Name: _____

- (9) Due to the condition, the patient (was / will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date: _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

- (10) Due to the condition it, (was / is / will be) medically necessary for the employee to be absent from work to provide care for the patient on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (day / week / month) and are likely to last approximately _____ (hours / days) per episode.

Signature of Health Care Provider _____ Date _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care <ul style="list-style-type: none">• An overnight stay in a hospital, hospice, or residential medical care facility.• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
<u>Incapacity Plus Treatment:</u> A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: <ul style="list-style-type: none">○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
<u>Pregnancy:</u> Any period of incapacity due to pregnancy or for prenatal care.
<u>Chronic Conditions:</u> Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
<u>Permanent or Long-term Conditions:</u> A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
<u>Conditions Requiring Multiple Treatments:</u> Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

**Certification for Military Family Leave for
Qualifying Exigency
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage and Hour Division**



**DO NOT SEND FORM TO THE DEPARTMENT OF LABOR.
RETURN THE COMPLETED FORM TO THE EMPLOYER.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave for a qualifying exigency while the employee's spouse, child, or parent (the military member) is on covered active duty or has been notified of an impending call or order to covered active duty. The FMLA allows an employer to require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. 29 C.F.R. § 825.305(b). If the employee fails to provide complete and sufficient certification, the employee's FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at http://www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the employer for the information necessary for a complete and sufficient qualifying exigency certification, which is set out at 29 C.F.R. § 825.309. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.309.**

- (1) Employee name: _____
First Middle Last
- (2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)
- (3) This certification must be returned by _____ (mm/dd/yyyy).
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete all Parts of Section II and sign the form before returning it to your employer. The FMLA allows an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. If requested by your employer, your response is required to obtain the benefits and protections of the FMLA. 29 C.F.R. § 825.309. Failure to provide a complete and sufficient certification may result in a denial of your FMLA leave request. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a military member's covered active duty or call to covered active duty status. **You are responsible for making sure the certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. § 825.313.

- (1) Provide the name of the military member on covered active duty or call to covered active duty status:

First Middle Last
- (2) Select your relationship of the military member. The military member is your:
 Spouse Parent Child, of any age

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave for a qualifying exigency related a military member who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave for a qualifying exigency related a military member for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

PART A: COVERED ACTIVE DUTY STATUS

Covered active duty or call to covered active duty in the case of a member of the Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. Covered active duty or call to covered active duty in the case of a member of the Reserve components means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to: Section 688 of Title 10 of the United States Code; Section 12301(a) of Title 10 of the United States Code; Section 12302 of Title 10 of the United States Code; Section 12304 of Title 10 of the United States Code; Section 12305 of Title 10 of the United States Code; Section 12406 of Title 10 of the United States Code; chapter 15 of Title 10 of the United States Code; or, any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation. 10 U.S.C. § 101(a)(13)(B).

An employer may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status, and the dates of the military member's covered active duty service. **This information need only be provided to the employer once, unless additional leave is needed for a different military member or different deployment.**

- (3) Provide the dates of the military member's covered active duty service:
- (4) Please check one of the following and attach the indicated written document to support that the military member is on covered active duty or call to covered active duty status:
 - A copy of the military member's covered active duty orders
 - Other documentation from the military indicating that the military member is on covered active duty or has been notified of an impending call to covered active duty, such as official military correspondence from the military member's chain of command
 - I have previously provided my employer with sufficient written documentation confirming the military member's covered active duty or call to covered active duty status

PART B: APPROPRIATE FACTS

Under the FMLA, leave can be taken for a number of qualifying exigencies. 29 C.F.R. § 825.126(b). Complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes available written documentation which supports the need for leave such as a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming the military member's Rest and Recuperation leave, or other documentation issued by the military which indicates that the military member has been granted Rest and Recuperation leave, or a document confirming an appointment with a third party (e.g., a counselor or school official, or staff at a care facility, a copy of a bill for services for the handling of legal or financial affairs). Please provide appropriate facts related to the particular qualifying exigency to support the FMLA leave request, including information on the type of qualifying exigency and any available written documentation of the exigency event.

- (5) Select the appropriate **Qualifying Exigency Category** and, if needed, provide additional information related to the event:
 - Short notice deployment (*i.e.*, deployment within seven or fewer days of notice)
 - Military events and related activities (*e.g.*, *official ceremonies or events, or family support and assistance programs*):

 - Childcare related activities for the child of the military member (*e.g.*, *arranging for alternative childcare*):

Employee Name: _____

- Care for the military member's parent (e.g., admitting or transferring the parent to a new care facility):

- Financial and legal arrangements related to the deployment (e.g., obtaining military identification cards)
- Counseling related to the deployment (i.e., counseling provided by someone other than a health care provider)
- Military member's short-term, temporary Rest and Recuperation leave (R&R) (leave for this reason is limited to 15 calendar days for each instance of R&R)
- Post deployment activities (e.g., arrival ceremonies, or reintegration briefings and events): _____
- Any other event that the employee and employer agree is a qualifying exigency: _____

(6) Available written documentation supporting this request for leave is (attached / not attached / not available).

PART C: AMOUNT OF LEAVE NEEDED

Provide information concerning the amount of leave that will be needed. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency leave needed. Be as specific as you can; terms such as "unknown" or "indeterminate" may not be sufficient to determine FMLA coverage.

(7) List the approximate date exigency started or will start: _____ (mm/dd/yyyy)

(8) Provide your best estimate of how long the exigency lasted or will last:

From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

(9) Due to a qualifying exigency, I need to work a **reduced schedule**. Provide your **best estimate** of the reduced schedule you are able to work:

From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

I am able to work _____
(e.g., 5 hours/day, up to 25 hours a week)

(10) Due to a qualifying exigency, I will need to be absent from work for a **continuous period of time**. Provide your **best estimate** of the beginning and ending dates for the period of absence:

From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

Employee Name: _____

(11) Due to a qualifying exigency, I will need to be absent from work on an **intermittent basis** (periodically).

Provide your **best estimate** of the frequency (how often) and duration (how long) of each appointment, meeting, or leave event, including any travel time.

Over the next 6 months, absences on an **intermittent basis** are estimated to occur: _____ times per
(day / week / month) and are likely to last approximately _____ (hours / days) per episode.

(12) My leave is due to a qualifying exigency that involves **Rest and Recuperation leave** (R & R) of the military member (leave for this reason is limited to 15 calendar days for each instance of R & R leave).

List the dates of the military member's R & R leave:

From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

PART D: THIRD PARTY INFORMATION

If applicable, please provide information below that may be used by your employer to verify meetings or appointments with a third party related to the qualifying exigency. Examples of meetings with third parties include: arranging for childcare or parental care, to attend non-medical counseling, to attend meetings with school, childcare or parental care providers, to make financial or legal arrangements, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations. This information may be used by your employer to verify that the information contained on this form is accurate.

Individual (e.g., name and title) or Entity / Organization:

Address: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

Describe purpose of meeting: _____

Employee

Signature _____ Date _____ (mm/dd/yyyy)

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**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF DEPARTMENT OF LABOR.
RETURN FORM TO THE EMPLOYER.**

**Certification for Serious Injury or Illness of a
Current Servicemember for Military Caregiver Leave
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage Hour Division**



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave to care for a covered servicemember with a serious illness or injury. The FMLA allows an employer to require an employee seeking FMLA leave for this purpose to submit a medical certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the health care provider for the information necessary for a complete and sufficient medical certification. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.310. Recertifications are not allowed for FMLA leave to care for a covered servicemember. Where medical certification is requested by an employer, an employee may not be held liable for administrative delays in the issuance of military documents, despite the employee's diligent, good-faith efforts to obtain such documents.** An employer requiring an employee to submit a certification for leave to care for a covered servicemember **must** accept as sufficient certification invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued to any family member to join an injured or ill servicemember at the servicemember's bedside. An ITO or ITA is sufficient certification for the duration of time specified in the ITO or ITA.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First Middle Last

(2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)

(3) This certification must be returned by: _____ (mm/dd/yyyy)

(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE and/or CURRENT SERVICEMEMBER

Please complete all Parts of Section II before having the servicemember's health care provider complete Section III. The FMLA allows an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a covered servicemember. If requested by your employer, your response is required to obtain or retain the benefit of FMLA-protected leave.

PART A: EMPLOYEE INFORMATION

(1) Name of the current servicemember for whom employee is requesting leave:

Employee Name: _____

(2) Select your relationship to the current servicemember. You are the current servicemember's:

- Spouse Parent Child Next of Kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for a covered servicemember who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a covered servicemember for whom the employee has assumed the obligations of a parent. No biological or legal relationship is necessary. "Next of kin" is the servicemember's nearest blood relative, other than the spouse, parent, son, or daughter, in the following order of priority: (1) a blood relative as designated in writing by the servicemember for purposes of FMLA leave, (2) blood relatives granted legal custody of the servicemember, (3) brothers and sisters, (4) grandparents, (5) aunts and uncles, and (6) first cousins.

PART B: SERVICEMEMBER INFORMATION AND CARE TO BE PROVIDED TO THE SERVICEMEMBER

(3) The servicemember (is / is not) a current member of the Regular Armed Forces, the National Guard or Reserves. If yes, provide the servicemember's military branch, rank and unit currently assigned to: _____

(4) The servicemember (is / is not) assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients, such as a medical hold or warrior transition unit. If yes, provide the name of the medical treatment facility or unit: _____

(5) The servicemember (is / is not) on the Temporary Disability Retired List (TDRL).

(6) Briefly describe the care you will provide to the servicemember: *(Check all that apply)*

- Assistance with basic medical, hygienic, nutritional, or safety needs
 Psychological Comfort Physical Care
 Transportation Other: _____

(7) Give your **best estimate** of the amount of leave needed to provide the care described: _____

(8) If a reduced work schedule is necessary to provide the care described, give your **best estimate** of the reduced work schedule you are able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy), I am able to work: _____ (hours per day) _____ (days per week).

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all Parts of this Section fully and completely, and sign the form below. The employee listed at Section I has requested leave under the FMLA to care for a family member who is a current member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. Note: For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating. "Need for care" includes both physical and psychological care. It includes situations where, for example, due to his or her serious injury or illness, the servicemember is not able to care for his or her own basic medical, hygienic, or nutritional needs or safety, or needs transportation to the doctor. It also includes providing psychological comfort and reassurance which would be beneficial to the servicemember who is receiving inpatient or home

Employee Name: _____

care. A complete and sufficient certification to support a request for FMLA leave due to a current servicemember's serious injury or illness includes written documentation confirming that the servicemember's injury or illness was incurred in the line of duty on active duty or if not, that the current servicemember's injury or illness existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that the current servicemember is undergoing treatment for such injury or illness by a health care provider listed above.

PART A: HEALTH CARE PROVIDER INFORMATION

Health Care Provider's Name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice/Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

Please select the type of FMLA health care provider you are:

- DOD health care provider
- VA health care provider
- DOD TRICARE network authorized private health care provider
- DOD non-network TRICARE authorized private health care provider
- Health care provider as defined in 29 C.F.R. § 825.125

PART B: MEDICAL INFORMATION

Please provide appropriate medical information of the patient as requested below. Limit your responses to the servicemember's condition for which the employee is seeking leave. If you are unable to make some of the military-related determinations contained below, you are permitted to rely upon determinations from an authorized DOD representative, such as a DOD recovery care coordinator. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e).

- (1) Patient's Name: _____
- (2) List the approximate date condition started or will start: _____ *(mm/dd/yyyy)*
- (3) Provide your **best estimate** of how long the condition will last: _____
- (4) The servicemember's injury or illness: *(Select as appropriate)*
 - Was incurred in the line of duty on active duty.
 - Existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty.
 - None of the above.
- (5) The servicemember (is / is not) undergoing medical treatment, recuperation, or therapy for this condition. If yes, briefly describe the medical treatment, recuperation or therapy: _____

Employee Name: _____

(6) The current servicemember's medical condition is classified as: *(Select as appropriate)*

- (VSI) Very Seriously Ill/Injured** Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. *Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.*
- (SI) Seriously Ill/Injured** Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. *Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.*
- OTHER Ill/Injured** A serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.
- NONE OF THE ABOVE.** *Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under 29 C.F.R. § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form seeking the same information.*

PART C: AMOUNT OF LEAVE NEEDED

For the medical condition checked in Part B, complete all that apply. Some questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

- (7) Due to the condition, the servicemember will need care for a **continuous period of time**, including any time for treatment and recovery. Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for this period of time.
- (8) Due to the condition, it is medically necessary for the servicemember to attend **planned medical treatment** appointments (scheduled medical visits). Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery _____ (e.g. 3 days/week)
- (9) Due to the condition, it is medically necessary for the servicemember to receive care on an **intermittent basis** (periodically), such as the care needed because of episodic flare-ups of the condition or assisting with the servicemember's recovery. Provide your **best estimate** of how often (frequency) and how long (the duration) the intermittent episodes will likely last.

Over the next 6 months, intermittent care is estimated to occur _____ times per (day / week / month) and are likely to last approximately _____ (hours / days) per episode.

Signature of Health Care Provider _____ **Date** _____ (mm/dd/yyyy)

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN IT TO THE PATIENT.

**APPLICATION FOR
PROFESSIONAL SABBATICAL LEAVE**



Present Status

Employee's Name _____ Date _____

Position/Job Title _____

Grade and/or Subject _____ Location _____

Qualifying Statement:

Give Reasons for Applying for Professional Leave:

State School and Program of Study

School/University	Course of Study/Degree	Number of Course	Hours Projected for the Year
-------------------	------------------------	------------------	------------------------------

Signature	Date
-----------	------

Principal's or Director's Signature	Date
-------------------------------------	------

Comments:

You may wish to refer to the Certified Handbook for specific provisions.
Please return application to the office of the Assistant Superintendent for Educational Services by March 15.

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40
ANNUAL REQUEST TO BUY-BACK UNUSED, ACCRUED SICK LEAVE FOR FY 2023-2024
(Complete, scan and email to PayrollDept@gesd40.org May 1-5, 2024.)



Employee Name: _____

Date: _____

Department/Site: _____

Supervisor: _____

I hereby request to buy back _____ hours of sick leave earned but not used in school year 2023-24 in accordance with Policy GCCA-RA.

I certify that during the year I was not under a plan of improvement nor was I subject to any form of written discipline.

I understand that my sick leave balance will be reduced by the number of hours bought back under this benefit.

I choose the following date on which to receive my buy-back (select only one):

Employee's Signature

Supervisor's Signature

Note: *Only emailed requests for sick leave buy-backs will be accepted!*

Annual Buy-Back Option (Excerpted from Board Policy GCCA):

GESD offers a limited annual sick leave buy-back benefit for employees who accrue paid leave and meet certain criteria. Employees must not have been on a performance improvement plan or received a letter of reprimand or any other form of discipline during the fiscal year in which they apply for the benefit. First-year employees must roll over to the next fiscal year a minimum balance of 40 hours. All other employees must roll over to the next fiscal year a minimum of 64 hours. Absences taken during the year will be deducted from the current-year accrual to determine balance of available sick leave available at the time of the request for a sick leave buy back. The employee's sick-leave balance will be reduced by the amount of absences taken during the school year.

Pay-out rates are set as follows: 0-4 years of service at \$6.25 per hour; 5-9 years of service at \$7.50 per hour; 10+ years of service at \$9.375 per hour. The following table shows the maximum hours per year from current-year accrual that may be cashed out (8-hour increments only e.g. 20 hours = 16 hours paid, 4 hours carried forward):

Years of Service	Maximum Hours Bought	Maximum Pay-Out
0-1	8	\$50.00
2	16	\$100.00
3	24	\$150.00
4	32	\$200.00
5-9	40	\$300.00
10+	40	\$375.00

For Payroll Department Use Only:

EE's Years of Service: _____

Rate: \$ _____

Pay-Out Amount: \$ _____

The application window will open at 7 a.m. on Monday and close at 5p.m. on Friday. Notice and instructions will be disseminated to employees two weeks prior to the opening date via email. Buy-back requests will be granted on a first-come, first-served basis based upon the date and time of receipt.

**GLENDALE ELEMENTARY SCHOOL DISTRICT
SICK LEAVE BANK PARTICIPANT FORM**



Print Name: _____ Date: _____

In order to request for hours, you must be a current member of the sick leave bank.

Number of hours requested _____ (not to exceed 160 hours or 20 days)

Documentation must be attached to request (doctor's statement, letter of explanation, etc.)

Personal letter of explanation – Required

Doctor's statement/diagnosis – Required

Other supporting documentation – Optional

First Request

Check all that apply:

I have used all my sick leave/personal business/vacation

I have not used all my sick leave/personal business/vacation. All accruals will be exhausted by _____ (input date)

I am/will be receiving short-term disability payments*

Employee Signature _____

Second Request (not to exceed 160 hours or 120 days)

Number of hours requested _____

I am/will be receiving short-term disability payments*

By signing below, I agree to the following statement:

I have received the maximum hours from the sick leave bank. I am requesting additional donations from participants be requested on my behalf. I understand my name will be released to participants when requesting donations. Details regarding my leave will not be disclosed.

Employee Signature _____

*Employee must provide copies of short-term disability benefit checks to the Payroll Supervisor prior to any donated sick leave days being processed.

Return completed form to the Payroll Office – Attention: Payroll Supervisor

This information will be shared with the Assistant Superintendent of Human Resources and committee members to determine eligibility.

Granted Denied

Request granted for _____ hours

Date: _____

Date: _____

Committee reason for

Date: _____

denial: _____

EXHIBIT
STAFF GRIEVANCES

LEVEL I

GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

To be completed by grievant within five (5) days after the last informal conference but no later than fifteen (15) days after the employee knew or should have known of the act or omission giving rise to the grievance.

Grievant _____ Date of last informal presentation _____

School _____ Immediate supervisor _____

Assignment _____

Policy or regulation alleged to have been violated _____

Statement of grievance:

Action requested:

Signature of grievant

GBK-EB ©

EXHIBIT

STAFF GRIEVANCES

LEVEL I

GRIEVANCE FORM B

DECISION OF IMMEDIATE SUPERVISOR

To be completed by immediate supervisor within five (5) days after formal filing.

Grievant _____

Date of formal grievance presentation _____

School _____

Immediate supervisor _____

**Decision of immediate supervisor
and reasons therefore:**

Date of decision _____

(Signature of immediate supervisor)

Grievant's response [to be completed by the grievant within five (5) days after the decision]:

- I accept the above decision of the immediate supervisor.
- I hereby refer the above decision to the Superintendent, with reasons detailing nonacceptance at Level I and any relief sought (Level II).

Date of response _____

(Signature of grievant)

GBK-EC ©

EXHIBIT

STAFF GRIEVANCES

LEVEL II

GRIEVANCE FORM C

REFERRAL TO SUPERINTENDENT

To be completed by grievant within five (5) days of immediate supervisor's response.

Grievant _____

Date of formal presentation _____

Detail reasons for nonacceptance of grievance decisions and any relief sought:

- The attached grievance is hereby referred to the Superintendent.

Date of referral _____
(Signature of grievant)

STAFF GRIEVANCES

LEVEL II

GRIEVANCE FORM D

DECISION OF SUPERINTENDENT

To be completed by the Superintendent within five (5) days.

Grievant _____

Date of formal grievance presentation _____

Date appeal received by Superintendent _____

Date hearing held by Superintendent (optional) _____

**Decision of Superintendent
and reasons therefore:**

Date of decision _____

(Signature of Superintendent)

Grievant's response [to be completed by grievant within five (5) days after the decision]:

- I accept the above decision of the Superintendent.
- I hereby appeal to the Governing Board for a review of this grievance (Level III).

Date of response _____

(Signature of grievant)

GBK-EE ©

EXHIBIT

STAFF GRIEVANCES

LEVEL III (Final Action)

GRIEVANCE FORM E

REVIEW BY GOVERNING BOARD

Grievant _____

Date of formal grievance receipt _____

- The attached grievance is hereby appealed to the Governing Board for a review.

Detail reasons for nonacceptance of grievance decision at Level II and any relief sought:

Date appeal received by Governing Board _____

BOARD RESPONSE:

- The Board affirms the Superintendent's response.
- Board rejects the Superintendent's response.
- Board modifies the Superintendent's response as follows:

[TO BE COMPLETED WITHIN FIFTEEN (15) DAYS OF REVIEW]

**GLENDALE ELEMENTARY SCHOOL DISTRICT
WORKPLACE OR SEXUAL HARASSMENT COMPLAINT FORM
(to be filed with the Superintendent as provided in ACA-R)**



(Please Print)

Name _____ Date _____

Address _____

Telephone _____ Hours you can be reached _____

Alternate Phone _____ Hours you can be reached _____

Email Address _____

I wish to complain against:

Names of person, school (department), program, or activity

Specify your complaint by stating the problem as you see it. Describe the incident, the participants, the background to the incident, and any attempts you have made to solve the problem. Be sure to note relevant dates, times, and places. (Use additional sheet if more space is needed.)

Address: _____

Date of the action against which you are complaining: _____

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

<u>NAME</u>	<u>ADDRESSES</u>	<u>TELEPHONE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**GLENDALE ELEMENTARY SCHOOL DISTRICT
WORKPLACE OR SEXUAL HARASSMENT
COMPLAINT FORM**



THE PROJECTED SOLUTION

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

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

Signature of Complainant

Date

cc: Complainant File



PHASED RETIREMENT PARTICIPATION Request Form

SIGN AND RETURN TO HUMAN RESOURCES NO LATER THAN MARCH 20th

TO: Deby Valadez
Human Resources Department

RE: Phased Retirement Recommendation

I would like to recommend _____ as a participant in the
Employee Name/Position

Phased Retirement Program for the _____ school year.

My signature below confirms that:

- (1) The same or lateral position in which he/she could be placed exists.
- (2) Appropriate certification and/or endorsements are current for the position of placement
- (3) This employee has achieved satisfactory performance evaluations without an inadequate performance rating during the past two years prior to retirement.

A current background criterion has been utilized to support this recommendation. The contributions of this veteran employee to the school community over the years have made a positive impact. Supporting this recommendation would assure continued performance toward the high standards and strategic goals of the Glendale Elementary School District. Participation in the Phased Retirement Program will be a continued asset to the District, community, and students.

If I can be of further assistance, please do not hesitate to contact me.

Supervisor Signature

Site

Date

Please consider this my request to participate in the Phased Retirement Program. If approved, the effective date for entering Phased Retirement will be ___/___/___.

My signature below confirms I read, understood, and agree with the conditions of participating in the Phased Retirement Program as outlined in the District's Protocols approved by the Governing Board.

Printed Name

Position/Site

Signature

Date

For HR use only:

Approved

Denied

Board Agenda

Scanned

Board date _____

HR Signature: _____

Date: _____



Supplemental Retirement Program Participation Form

This form must be submitted to Human Resources by March 20th of the fiscal year you retire.

(For more information, please see Policy GCQEA Supplemental Retirement Program under Board policies found on our website.)

Name: _____ Position: _____

School: _____ Retirement Date: _____

Please initial one of the following options:

___ My intent is to participate in the Supplemental Retirement Program provided by the Glendale Elementary School District.

___ My intent is not to participate in the Supplemental Retirement Program provided by the Glendale Elementary School District.

Please initial below to acknowledge the following statements:

___ I understand that if I do not participate in the Supplemental Retirement Program at the time I retire, I forfeit future participation in the program.

___ I understand that if at any time I am not insured with the District or Arizona State Retirement System (ASRS), I forfeit participation in the Supplemental Retirement Program.

My signature below confirms I have read and understand this form, and I have received a copy of Policy GCQEA Supplemental Retirement Program.

Employee Signature

Date

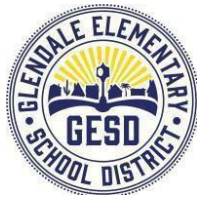
Human Resources Use Only: DOH: _____ DOB: _____ Years of Service: _____

Retirement: Normal or Early Eligible: Y or N Subject to Cap: Y or N Benefit \$ _____

Human Resources: _____ Board date: _____ [] Scanned

Notes: _____

GLENDALE ELEMENTARY SCHOOL DISTRICT SICK LEAVE BANK FORM



NEW MEMBERS:

If you choose to participate, please complete and return this form electronically to the Payroll Office during the enrollment period that occurs annually between July 15 – September 4.

Print Name: _____

Site: _____

I elect to donate to the GESD Sick Leave Bank.

I understand:

- A. This donation is voluntary.
 - B. Donation is final and I cannot request a refund of donated hours.
 - C. I can only request assistance from the sick leave bank if I have donated hours.
 - D. Eight (8) hours (or pro-rated amount if less than full-time) will be deducted from my sick leave balance.
 - E. I must have a minimum sick leave balance of 64 hours.
- Please check here if you agree to the terms stated above and would like to participate in the sick leave bank.

Signature: _____ Date: _____

CURRENT MEMBERS:

If you are already a member of the Sick Leave Bank, you do not need to re-enroll.

OPTIONAL: (current members only)

I elect to donate one additional day to the sick leave bank for colleagues in need. I understand:

- A. This donation is voluntary.
- B. Donation is final and I cannot request a refund of donated hours.
- C. I can only request assistance from the sick leave bank if I have donated hours.
- D. Eight (8) hours (or pro-rated amount if less than full-time) will be deducted from my sick leave balance.
- E. I must have a minimum sick leave balance of 64 hours

Please check here if you agree to the terms stated above and would like to donate an additional day to the sick leave bank.

Print Name: _____ Site: _____

Signature: _____ Date: _____

If you choose to donate an additional day, please complete and return this form electronically to the Payroll Office during the enrollment period that occurs annually between July 15 – September 4.

**GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40
 REQUEST TO WAIVE THE LIQUIDATED DAMAGES FEE
 CERTIFIED AND CLASSIFIED PROFESSIONAL STAFF**



Glendale Elementary School District views employee contracts as a commitment to provide a position, salary and benefits throughout the duration of the contract. GESD also views a signed contract as a commitment by the employee to work the agreed number of days indicated on the contract. If an employee chooses to break their signed contract a liquidated damages fee of two thousand and five hundred dollars (\$2,500) will be assessed. GESD understands that there are extenuating circumstances that may prohibit the completion of a contract and **may** consider waiving the fee if one of the conditions below applies. Please select the condition that applies to your extenuating circumstance, which requires you to break your employment contract.

- Military orders.
- A major medical condition such as, terminal illness or serious car accident, will not allow employee to return to work for the remainder of the year. Medical documentation is required by a Primary Care Physician/Specialist, M.D.
- The employee is offered a promotion within the field of education (not a lateral move).
- The employee remains working in the position until a highly qualified replacement is contracted. In the event this occurs during the school year, the highly qualified replacement must begin working. This condition is only available when the resignation is submitted between the first day of school and June 15th.
- The employee’s spouse/domestic partner is moving out-of-state or county.

This form must be submitted to the Human Resources Office with:

- Supporting documentation pertinent to the applicable condition selected above **and**
- An official letter of resignation indicating the effective date of the resignation.

Once a decision has been made, you will be informed of such decision for further action to be taken. If the request to waive the fee is approved, Human Resources will submit the resignation to the Governing Board for approval. If the request to waive the fee is denied, you will be required to pay the fee and Human Resources will submit the resignation to the Governing Board for approval.

Failure to pay the fee may result in further action by the district such as, but not limited to:

- A delay in the process of submitting your resignation to the Governing Board for approval **and/or**
- A report to the Arizona Department of Education for unprofessional conduct **and/or**
- A deduction in your paycheck to recuperate the funds.

Your signature below indicates an understanding of the requirements of this waiver and that this waiver does not guarantee an exemption from the liquidated damages fee. The submission of this form is a request to waive the fee and the District may approve or deny such request.

Employee Name:		Title:		Location:	
Employee Signature:				Date:	

For Office Use Only		
Waiver Approved:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Comments:
Administrator Signature:		

PROTOCOL FOR MAINTENANCE WORK ORDERS



Protocol for Maintenance Work Orders

1. Administrators were trained and familiarized on the various tools located on the Maintenance & Operations Webpage.
 - a. Work Order Requests Entry
 - b. Mural & Artwork Guidelines
 - c. Grounds site maintenance and irrigation schedules
 - d. Facility Access Protocol
 - e. Admin Workshop Notes (17-18 and 18-19)

2. Work Order creation is limited to Site Admin (Principal, Asst. Principal and Admin Secretary) and the Unit Manager.
 - a. The Unit Manager is the designated 'first responder' to site custodial and maintenance needs. In general, all maintenance requests are to be routed through the Unit Manager.
 - i. In their absence, the site administration has access to enter a work order if needed.

1. Emergency requests need to be elevated to a phone call and followed up with a work order. (Emergency Examples: All building power is out, No A/C, Broken pipes/flood, fire)



CLASS SIZE RATIO BY GRADE LEVEL

GRADE LEVEL	STANDARD CLASS SIZE	ADD A TEACHER WHEN OVER
Kinder	24	27
1 st	25	28
2 nd	26	29
3 rd	27	30
4 th	31	34
5 th	31	34
6 th	31	34
7 th	32	35
8 th	32	35

*Number of teachers in grade band/Number of students in grade band

ALLOCATION RATIOS FOR RESOURCE PROGRAMS

CLASS SIZE	NUMBER OF TEACHERS
Up to 29	1
30-59	2
60-89	3
90+	4

ALLOCATION RATIOS FOR SELF-CONTAINED CLASSROOMS*

PROGRAM	MAXIMUM STUDENT COUNT	TEACHER FTE
Cross Categorical - Academic	12	1
Cross Categorical - Social Emotional	12	1
Cross Categorical - Life Skills	12	1
Cross Categorical - Multiple Disabilities	9	1
Autism	12	1

*Add a teacher when over +3

Teacher PFP Professional Development/Responsibilities Verification Form 2024



Hours must be collected from: April 15, 2023 - April 15, 2024

Teacher Name: _____

School: _____

Date Received: _____

Position: _____

Principal's Signature (acknowledgement of receipt): _____

ELIGIBILITY

Please keep a copy of everything submitted for your records.

To receive your compensation, you must provide documentation (grade card, certificate, transcript or other evidence) of completion.

This form must be filled out and turned into your Principal no later than April 15, 2024. Principals will return a copy of this form with their signature to you no later than April 30, 2024.

Professional Development (10 hours)	Dates	# of Hours	Type of Evidence Submitted
Professional Responsibility	Dates		Type of Evidence Submitted

Teacher Signature

Date



2023-2024

Pay for Performance

Teacher/Peer Observation Reflection Form

School:		
Date and Time of Observation:		
Observer's Name:		
Observed Name:		
During the observation:	What did the teacher do and say?	What did the students do and say?
What aspects of the observation resonate with your instructional practice?		
What are your next steps for your own instructional practice?		



301 Performance Pay Compensation Appeal Form

This appeal is due to Human Resources: Performance Pay Committee no later than May 1st. After that, no appeals will be accepted.

Name:	Position:
School:	Grade/Subject:

Directions:

Submit the following items to the Human Resources Department.

1. Narrative explaining the dispute
2. Any other relevant documents

The Human Resources Department will consult with the Superintendent designee and the Performance Pay Committee and determine the date for appeal. Describe area of concern:

Signature

Date