



# **2024-2025 Employee Handbook**

## **Certified and Classified Staff**

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# INFORMATIONAL HANDBOOK FOR CERTIFIED AND CLASSIFIED STAFF

## INTRODUCTION

This document contains information regarding many of the personnel policies and procedures that are of interest to members of the certified and classified staff of the Humboldt Unified School District #22. It is only a guide and is in no way inclusive of all policies and regulations. Since all policies are subject to revision by the Governing Board at any time during the school year, one should refer to the policy manuals for the latest and most accurate information on any given topic.

*This document does not constitute an employment contract, nor does it grant or vest any continuing right to employees. The Governing Board expressly reserves the right to modify, delete, or add Policies and Regulations that may change conditions described in this document if it determines that it is in the best interest of the District to do so.*

## DISTRICT ORGANIZATIONAL STRUCTURE

Under our administrative plan, we are governed by the HUSD Governing Board, a legislative body of five (5) persons chosen by the electorate and each holding office without pay for a term of four (4) years. The Superintendent is the executive officer of the Board and is responsible to them for running the entire operation of the school system.

Directly accountable to the Superintendent are the Principals. The Principals have administrative authority in their buildings, serve as instructional leaders, and are responsible for the supervision of instruction. When employees have a question or a problem, they should talk to their immediate supervisor or building principal.

### The line of authority is as follows:

- The Board of Education is the policy making authority.
- The Board appoints the Superintendent as its chief administrative officer and he/she is charged with carrying out Board policies.
- The Board does not deal directly with any employee of the District, other than the Superintendent.
- Employees, committees, or groups of employees may request a meeting with the Board. This request is to be made through the Superintendent after first consulting with the immediate supervisor or Principal concerned. The request should be made in writing, stating the reason for the request. The Superintendent will transmit such requests to the Board President for consideration.
- The Board will take action on the request as is deemed appropriate.
  
- HUSD GOVERNING BOARD MEMBERS

<b>Richard Adler, President</b>	<a href="mailto:richard.adler@humboldtunified.com">richard.adler@humboldtunified.com</a>
<b>Paul Ruwald, Vice President</b>	<a href="mailto:paul.ruwald@humboldtunified.com">paul.ruwald@humboldtunified.com</a>
<b>Suzie Roth</b>	<a href="mailto:suzie.roth@humboldtunified.com">suzie.roth@humboldtunified.com</a>
<b>Brianne Wolcott</b>	<a href="mailto:brianne.wolcott@humboldtunified.com">brianne.wolcott@humboldtunified.com</a>
<b>Lyana Mazon</b>	<a href="mailto:lyana.mazon@humboldtunified.com">lyana.mazon@humboldtunified.com</a>
<b>Dr Christine Griffin Superintendent</b>	<a href="mailto:Christine.griffin@humboldtunified.com">Christine.griffin@humboldtunified.com</a>

## FEDERAL COMPLIANCE

In compliance with Title IX (Educational Amendments of 1972), Title VII (Civil Rights Act of 1964), Section 504 (Rehabilitation Act of 1973), and ADA (Americans with Disabilities Act of 1990), the Humboldt Unified School District provides equal opportunities in all educational programs and activities and in all areas of employment, and does not discriminate against any person on the basis of sex, race, religion, color, national origin, or persons with disabilities. Please refer inquiries regarding compliance with Title IX, Title VII, and Section 504 to the District Administrative Office, 6411 N Robert Rd, Prescott Valley, AZ, 86314, or call (928) 759-4000.

## DISTRICT OFFICE DEPARTMENTS

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### **Office of the Superintendent**

Dr Christine Griffin  
Dani Tomerlin

*Superintendent*  
*Executive Assistant to the Superintendent/Governing Board*

Jerold Leavitt

*Receptionist, Volunteer Coordinator*

### **Finance**

Mike Tannehill, Director of Financial Services

*District Budget, Finance & Purchasing Internal Auditor*

Leticia Barker, Payroll Business Manager

*Business Manager*

Deborah Hacker, Payroll Specialist I

*Certified Employee Payroll, Employee Sick/Vacation/Personal Leave Accounts*

Tami Hartshorn, Payroll Specialist II

*Classified Employee Payroll, Timeclock*

Katherine (Kathy) Fairchild, Accounts Payable

*Purchase Orders, Invoices/ Billings, Travel Claims, Inventory*

Melissa Helmick, Accounting

*Auxiliary Operations/ Cash Management*

RuthAnn Atherton, Accounting

*Budget Technician/Cash Management*

Jeannette Arntzen, Director of Purchasing

*Procurement, Purchase Requisitions, Quotes*

### **Human Resources**

Brett Dahl, Executive Director of Operations/ HR

*District Personnel, Policy Compliance, Leave Requests, Operations Oversight, Parent Concerns*

Jackie Plumb, HR Manager

*Certified Employee Contracts, Professional Growth, Certification, Fingerprint Clearance, ESI*

Christina Symington, HR Specialist

*Classified Employee Work Agreements, Substitute Services*

Patricia (Tricia) Walker, Benefits Coordinator

*Insurance, Employee Benefits, Medical Leave Assistance Program*

### **Educational Services / Curriculum**

Katrina Kadah

*Director Educational Services*

Lisa Cadoret-Lewis

*Administrative Secretary Educational Services/Public Relations*

Diane Sallinger

*Curriculum Coordinator K-8*

Diane Lurette

*Title District Test Coordinator*

### **Federal Programs / ELL**

Kathryn Johansen

*Director of Federal Programs and School Innovation*

Shannon Chaney

*Administrative Secretary Federal Programs*

Jayne Tisdale

*Communication Specialist and Community Liaison*

Dr. Jennifer Medina

*ELD Coordinator*

Jessica McClintock

*AZELLA Test Coordinator*

Lisa Krietenstein

*Family Resource Specialist*

### **Special Services Office**

Elizabeth (Liz) Rushton  
Linda Gialloredo  
Jody Magdaleno  
Kristi Faust  
Shea Johnson  
Rachel Jessey

*Director of Special Services*  
*Assistant Director of Special Services*  
*Administrative Secretary*  
*Registrar*  
*Compliance Clerk*  
*Lead Psychologist*

### **Transportation**

Krystal Anglin  
Cynthia Kilduff  
Deborah Lopez  
Brandon Ramirez

*Director of Transportation*  
*Administrative Secretary*  
*Dispatcher / Route Coordinator*  
*Lead Mechanic*

### **Food and Nutrition**

Jody Buckle  
Michelle Broxmeyer  
Pam Liuzzo  
Denise Vaughn

*Director of Food and Nutrition*  
*Administrative Secretary*  
*Nutritionist*  
*Free/Reduced Lunch Coordinator*

### **Information Services**

Linda Head  
Dustin King  
Sheryl Phillips  
  
Robin Berardi  
Brendan Scherer  
Camron Wallace  
Dustin Mosher  
Connor Aiken  
Toni Carlson

*Director of Technology*  
*Network Administrator*  
*Student Information Data Coordinator*  
*Specialist*  
*Technician*  
*Technician*  
*Technician*  
*Technician*  
*Technician*  
*Data Coordinator*

### **Maintenance and Facilities**

Eric Hall  
David Oswalt

*Director of Maintenance*  
*Facilities Coordinator*

<b>Location &amp; Address</b>	<b>Phone</b>	<b>Administrators / Secretaries / Staff</b>
<b>Bradshaw Mountain High-Athletics</b> 6000 E. Long Look Drive	759.4126 Fax: 759.4120	<b>Clairinda Weatherwax, Asst. Prin./Athletic/Fac.</b> Clara Bighorse, Administrative Secretary
<b>Bradshaw Mountain High</b> 6000 E. Long Look Drive	759.4100 Fax: 759.4120	<b>Richard Bradshaw, Principal</b> Melissa Sanford, Administrative Secretary <b>Jantina Russell, Asst. Principal, Donte Edmundson, Asst. Principal</b>
<b>Bright Futures Pre-School</b>	759.5130	<b>Stephanie Rowe, Pre-School Coordinator</b> Lorie Vodika, Administrative Secretary/Aide
<b>Bradshaw Mountain Middle</b> 12255 Turquoise Circle Dewey 86327	759.4900 Fax: 759.4920	<b>Samantha Opperman, Principal</b> Darla Lindberg, Administrative Secretary/Receiving Clerk Jaimie Gargas, Assistant Principal
<b>Coyote Springs Elementary</b> 6625 N. Cattletrack Drive	759.4300 Fax: 759.4320	<b>Michelle McCabe, Principal</b> Diane Brunkow, Administrative Secretary/Receiving Clerk Pamela Clark, Assistant Principal
<b>District Office</b> 6901 E Panther Path 7:30am – 4:00pm	759.4000 DO Fax: 928-759-4020	<b>Dr Christine Griffin, Superintendent</b> Dani Tomerlin, Exec.Asst. to Supt./Gov. Board Mike Tannehill, Director of Finance Jayme Tisdale, Communications Specialist Jerold (Jerry) Leavitt, Receptionist/Volunteer Coordinator
<b>Payroll Department</b> 6901 E Panther Path	759-4000 Fax: 759.5060	<b>Leticia Barker Business Manager</b> Deborah Hacker Payroll Specialist I Tami Hartshorn Payroll Specialist II
<b>Federal Programs and School Improvement/ELL Educational Services/Curriculum</b> 6901 E Panther Path	759.4000 Fax: 759.4044	<b>Kathryn Johansen, Director// Katrina Kadah, Director</b> Shannon Chaney Fed. Programs/Administrative Secretary Lisa Cadoret-Lewis, Administrative Secretary/ED Services Dr. Jennifer Medina, ELD Coordinator Jessica McCormick, ELL Test Coordinator
<b>Family Resource</b> M-F: 9am - 3pm 6901 E Panther Path	759.5104 Fax: 775.2648	<b>Lisa Krietenstein, Family Resource Specialist/Homeless</b>
<b>Food and Nutrition</b> M-F: 7am-3pm 6901 E Panther Path	759.5014 Fax: 759.5042	<b>Jody Buckle, Director</b> Michelle Broxmeyer, Administrative Secretary
<b>Pronghorn Ridge Middle School</b> 6411 N Robert Road	759.4600 Fax: 759.4620	<b>Jared Friedrich, Principal</b> Julie Spencer, Administrative Secretary/Receiving Clerk Misti Wilson, Assistant Principal
<b>Granville Elementary</b> 5250 Stover Drive	759.4800 Fax: 759.4820	<b>Patricia Scarpa, Principal</b> Natalie Spector, Administrative Secretary Andrew Busk, Assistant Principal
<b>Human Resources</b> 6901 E Panther Path	759.4000 Fax: 759.4020 Benefit (Only) Fax: 759-4021	<b>Brett Dahl, Executive Director Operations &amp; Human Resources</b> Jackie Plumb, Human Resources Manager Christine Symington, Human Resource Specialist Patricia Walker, Benefits Coordinator
<b>Humboldt Elementary</b> 2750 S. Corral Street	759.4400 Fax: 759.4420	<b>Melissa Tannehill, Principal</b> Lindsay MacEachern , Administrative Secretary Jennifer Kahn, Assistant Principal
<b>Information Services</b> 6901 E Panther Path	<b>759-5025</b>	<b>Linda Head, Director of Technology</b> Dustin Kingl, Network Administrator
<b>Lake Valley Elementary</b> 3900 N. Starlight	759.4200 Fax: 759.4220	<b>Brandon O'Neal, Principal</b> Ana Gutierrez Angel, Administrative Secretary Christina Gabaldon, Assistant Principal
<b>Liberty Traditional</b> 3300 N. Lake Valley Rd	759.4500 Fax: 759.4520	<b>Danette Derickson, Principal</b> Teresa Herman, Administrative Secretary Charles Johnston & Jamie Stretton, Assistant Principal
<b>Mountain View Elementary</b> 8601 E. Loos Drive	759.4700 Fax: 759.4720	<b>Kimberly Grant, Principal</b> Vianca Bolanos, Administrative Secretary Cindy Dahl, Assist. Principal
<b>Special Services</b> 6901 E Panther Path	759.4040 Fax: 759.4030	<b>Elizabeth Rushton, Director</b> Jody Magdaleno, Administrative Secretary Linda Gialloreto Asst Director
<b>Transportation</b> 6411 N. Robert Rd, Bldg. 500	759.5191 Fax: 759-5185	<b>Krystal Anglin, Director</b> Cynthia Kilduff, Administrative Secretary

# GENERAL POLICIES

## EMPLOYEE BENEFITS

(Board Policy GCCA, GDC)

### Sick Leave:

When the use of earned paid sick time is foreseeable, the employee shall make a good faith effort to provide notice of the need for such time to the employer in advance of the use of the earned paid sick time and shall make a reasonable effort to schedule the use of earned paid sick time in a manner that does not unduly disrupt the operations of the employer. For earned paid sick time of three (3) or more consecutive work days, an employer may require reasonable documentation that the earned paid sick time has been used for a purpose covered by policy GCCA. Documentation signed by a healthcare professional indicating that earned paid sick time is necessary shall be considered reasonable documentation.

Employees working 20 hours per week or more accrue Sick Leave at a rate of 1 day per month, up to 10 days (10 month employee) or 12 days (12 month employee) of employment. Employees working less than 20 hours per week shall accrue a minimum of one (1) hour of earned paid sick time for every thirty (30) hours worked, but employees shall not be entitled to accrue or use more than forty (40) hours of earned paid sick time per year.

All employees on work agreements may accumulate and carry over into the next year a maximum of 90 days. Any accumulation over 90 days will be paid for at the end of the school year at a rate of one-half the substitute teacher pay rate in effect for that year. The sick leave balance would then become 90 days.

## ABSENCE REPORTING

### Ready Sub

All employees are required to report their absences via the Ready Sub Absence System, prior to their absence. Ready Sub can be accessed through the internet 24 hours a day, 7 days a week.

If you are unable to enter your absence in Ready Sub via internet, please contact your site secretary. If they are unreachable, please contact Christina Symington, the District Office Sub Liaison at 928-759-4048 or at Christina.Symington@humboldtunified.com.

You must enter your absence in Ready Sub for every day you will be absent. If you do not call or enter your absence, it will be assumed that you will be returning to work or have abandoned your job.

### Accessing Your Ready Sub Account:

1. Navigate to: [Log In](#)
2. Provide your district email
3. Provide your password (first time password provided by email sent at hire)

### Absence Selections:

**All absences must be entered in the system as hours out (etc..8 hrs, 7.50 hrs, 4hrs, or 1 hr.)**

**Bereavement:** only Payroll can enter this for you on your behalf/authorized by Superintendent

**Jury Duty:** only with verification you have been summoned for Jury Duty

**Loss of Pay:** when you do not have personal, vacation, or sick days to use and/or when you are still in your 60 day probation period

**Military:** only with verification from the United States Armed Forces

**Personal Day:** you must have approval from your Supervisor and submit your request **5 days prior**

**Business/Professional Day:** for training purposes or field trips only

**Sick (approval needed):** Every sick day you submit before the day of your requested absence (*i.e. an upcoming doctor's apt., surgery, etc.*)

**Vacation** - for all 12 month employees with available vacation days (*subject to approval from your Immediate Supervisor*)

**Vacancy-** only for the Human Resources or Payroll dept. Do not enter, if needed please contract HR.

### **Medical Leave Assistance Program**

**(Board Policy GCCG)**

*The District recognizes the existence of circumstances under which non-job-related, seriously incapacitating, and extended illnesses and injury may exhaust accrued leave of Employees.*

*Employees who have depleted their accrued sick and vacation/personal leave as a result of their serious illness or injury, or that of a family member, may request access to the Medical Leave Assistance Program by submitting the request form to the Human Resources Department, asking to receive donations of sick leave from other employees so they may receive income during their period of serious illness or injury.*

*The donor employee may donate sick leave only if the donor employee has thirty (30) days or more of accumulated leave and the donor employee may donate no more than five (5) days of sick leave in any contract year. Members of the same family employed by the District, may donate additional days of sick leave to a family member employed by the District, as long as the giving party retains a minimum of thirty (30) days of sick leave.*

*Days of leave, not the actual wage of the donor employee, will be donated. Donations to the employee's immediate supervisor will not be allowed.*

*No employee shall be eligible for the Medical Leave Assistance Plan after the employee qualifies for long-term disability coverage.*

*Please see Tricia Walker, Benefits Coordinator for more information/forms.*

### **FAMILY MEDICAL LEAVE ACT**

**(Board Policy GCCC, Exhibits GCCC-EA - GCCC-EE)**

The **Family and Medical Leave Act of 1993 (FMLA)** provides "eligible" Humboldt Unified School District employees with up to twelve (12) weeks of unpaid, job-protected leave during any twelve (12) month period for certain family and medical reasons such as a serious health condition. Employees are "eligible" if they have worked for a covered employer for at least one (1) year, and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months. Please review Board Policy GCCC and supporting Exhibits for more details regarding the provisions of FMLA.

#### **An employee is eligible for unpaid leave for one (1) or more of the following reasons:**

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

To request leave under the Family and Medical Leave Act (FMLA), please submit the following forms, fully completed, to the District Benefits Office for any eligible event that will require you to miss more than ten (10) consecutive days of work. Once we receive all required documents, your request will go to the Assistant Superintendent if leave is 12 weeks or less. For leaves greater than 12 weeks, your request will go before the Governing Board for approval.

1. *Request For Family And Medical Leave of Absence* (signed by you and your site administrator)
2. *Certification Of Physician Or Practitioner* (signed by you and your physician)
3. *Employee Absence Form* (reflecting the same dates requested on 1., above, and signed by you)



When leave is foreseeable, you must provide the District with at least 30 days' notice of the need for leave or as much notice as is practicable. During periods of unpaid FMLA leave, you will continue to accrue benefits such as sick leave, personal leave, or vacation days, but will not be allowed to use those days accrued during FMLA until you return from leave. You may also be requested to provide recertification of medical conditions in support of leave if circumstances so warrant and notice is given. However, recertification will not be required for intervals shorter than thirty (30) days.

## **SNOW DAYS**

Snow days have been built into the current School Calendar. In the event that school is closed due to inclement weather, *teacher in-service days* will be used to make up the missed days (please see school calendar for scheduled teacher in-service days). If a 3<sup>rd</sup> snow day is needed, a decision will be made at that time regarding the make-up day. In the event of extreme weather conditions of snow or ice, the Superintendent may choose to **close the school**. Or the Superintendent may, instead, choose to start the school on a **delayed opening schedule**; all classes would start and all buses would run two (2) hours later than normal. On a delayed opening, breakfast will not be served, there are no Early Bird classes at Bradshaw Mountain High School West, there are no morning preschool classes, and there are no before school care services. On delayed start days, **dismissal time will be at the regular time**.

### **Staff Work Schedules / Leave for Snow Days:**

The following procedures will be followed for adjusting work schedules and calculating payroll when a snow day falls within the pay period.

#### **CLASSIFIED - IN CLASSROOM, FOOD & NUTRITION, AND TRANSPORTATION**

Classified employees who work in a classroom, kitchen, or transportation setting will observe the snow day as a **holiday** (exceptions will be approved by the supervisor). Employees in this classification can submit sick leave, personal leave requests. When working a snow day, the employee should report to work as soon as weather conditions allow for safe travel.

#### **CLASSIFIED - NON-CLASSROOM / NON-TEACHING STAFF**

All classified employees who do not work in a classroom/kitchen/10 month contract transportation setting must communicate with their Administrator whether or not they intend to report to work. 10 month classified employees who do not work in a classroom/kitchen/transportation setting may report for work with the approval and recommendation of their Administrator (employees in this category will not have their work calendar extended due to a snow day). 12 month classified employees who do not work in a classroom/kitchen setting may report to work without the approval and recommendation of their Administrator. When working a snow day, the employee should report to work as soon as weather conditions allow for safe travel.

Employees who report to work late will be paid for hours worked. Employees who do not report to work should consider the snow day as a non-paid holiday. If they have a personal or vacation hour available (sick leave), they may choose to use this personal/vacation day for all or part of the snow day. The employee must use ReadySub to request the personal/vacation day.

#### **TEACHING STAFF**

Submitting an absence electronically is not required from certified staff for payment of a snow day. If an employee has entered a sick or personal day prior to school being canceled due to a snow day, this employee will not be charged the leave day. The employee must contact their admin secretary to cancel the sick or personal day.

## PAYCHECK DISTRIBUTION

When a snow day falls on a payday, checks will be mailed (except when weather prevents District Office staff from getting to work).

## **HOLIDAYS**

If a classified employee is in *loss of pay* status for the day before or the day after a scheduled paid holiday, the employee will not be paid for that holiday. If the employee is in *paid* status for either the day before or the day after a scheduled paid holiday, then the employee will be paid for that holiday.

**(Board Policy GDD)**

School holidays are identified on the work calendar that is available to each employee on a work agreement. There are ten (10) paid holidays for most school year employees and thirteen (13) paid holidays for year round employees.

## **PERSONAL LEAVE**

**(Board Policy GCCB, GDCB)**

**During each year of employment, personal leave will be granted as outlined herein:**

1. Certified employees receive 3 personal days. (after the first check)
2. Classified employees, who are employed for less than 203 days will accumulate 2 personal days. (August 1<sup>st</sup>, January 1st)
3. Classified employees, who are employed for 203 days or more but less than year round, will accumulate 3 personal days. (August 1 = 1.5 days and January 1= 1.5 days)
4. Personal leave requests shall be submitted via Ready Sub. Leave requests must be submitted via Ready Sub at least five days in advance
5. **Personal leave will not be granted during the first week or the last week of school, in-service training days, on Parent-Teacher Conference days, or state/standardized testing days..**
6. **For support staff employees working in student contact positions, personal leave will not be granted during the first week or the last week of school, in-service training days if they are expected to participate in the training, on Parent-Teacher Conference days, or state/standardized testing days.**
7. Personal leave may be granted prior to, or following a scheduled school holiday provided a leave request is *submitted and approved in Ready Sub prior to the leave* but not on both sides of the holiday.
8. Personal leave not used at the end of a work agreement term will either be converted to sick leave or may be elected to be paid at \$50.00 per day for certified employees or \$5.00 per hour for classified employees. The District Office will send out an option form. Once the election is made it may not be changed. Unused personal leave balances at the end of the fiscal year will be paid by July.
9. An additional 2 days of personal leave per year is available to a professional staff member for emergency situations. However, these 2 days will be charged to sick leave and must be pre-approved by the Superintendent. Written leave requests to "Change Personal From Sick Leave" must be submitted via at least five days in advance.
10. 12 month employees do not receive personal days.

## **VACATION**

**(Board Policy GCD, GDD, Regulation GDD-R)**

Vacation time will be given to **year round** classified employees in the following manner:

1 -4 years	10 days' vacation per year accumulated at 3.3336 hours per pay period.
5- 15 years	15 days' vacation per year accumulated at 5.0 hours per pay period..
16 years +	20 days' vacation per year accumulated at 6.6664 hours per pay period.

An employee may carry unused vacation days into the next fiscal year (July through June) not to exceed ten (10) days, fifteen (15) days, twenty (20) days if 16+ years employees. 27 days of vacation will be given to 12 month certified Administrators. Certified Administrators working a 10-11 month contract will receive 17 vacation days. Administrators may carry unused vacation days into the next fiscal year (July through June) not to exceed 50 and 1/2 days.) For vacation days in excess of what can be carried over to the next school year, as of June 30, the employee will be able to have all of those excess days credited to sick leave up to the maximum number of accumulated sick days allowable.

***Please note: Vacation time must be taken in hour increments. Generally, campus employees are encouraged to take vacation days at times when school is not in session. (Fall break, Christmas vacation, Spring break and the summer months.)***

## **PROFESSIONAL LEAVE**

**(Board Policy GCCE)**

Professional Leave is provided for employees to attend professional meetings, conferences and conventions. All employees must establish to the administration that attendance or participation in the activity will contribute to the professional growth of the individual or to the educational program of the District. If approved, the District shall pay the cost of a substitute, and may pay all or part of the necessary expenses incurred by the staff member with approved purchase order in advance.

To attend meetings or conferences, employees must obtain approval from the administration at least twenty (20) days prior to the meeting or conference dates (whenever such prior request is possible). All professional leave shall be requested in writing and shall be subject to the availability of substitutes. Any request for out-of-state leave shall have prior approval of the School Board. Please see that your request is received by the District Office as early as possible.

## **SABBATICAL LEAVE**

**(Board Policy GCCF, Regulation GCCF-R)**

Sabbatical leave may be granted to certificated teaching and administrative personnel for a maximum of one (1) year when conforming to Arizona Revised Statute, 15-510. Application for sabbatical leave must be received by **March 15<sup>th</sup>**. It will be considered within the framework of all applicable law, on the basis of improvement of professional preparation and/or the educational program of the District, current assignment of the individual, value of the leave to the District, and funds that are available. An employee's sabbatical leave will be governed by applicable Arizona Revised Statutes.

## **LEAVE OF ABSENCES FOR CERTIFIED EMPLOYEES**

**(Board Policy GCCC)**

It shall be the policy of Humboldt Unified School District to allow Certified Personnel to request a one (1) year leave of absence for reasons other than Maternity or Family Medical Leave Act. This request must be submitted to the District Administration no later than **April 15<sup>th</sup>** of the school year preceding the year the absence is to take place. Only certified personnel who have 3 completed years of employment may apply for a leave of absence. Permission, if granted, will be dependent upon the Administration's ability to find a suitable replacement for the teacher's position. Teachers granted this type of leave will notify the Administration no later than **January 15<sup>th</sup>** of their intent to return to the District. Having done so, the District will guarantee that certified personnel on leave will have a position for which they are qualified upon their return.

## **LOSS OF PAY DAYS**

If an employee asks for a sick day and does not have any sick days accrued and available, the District may charge the day to an available personal day or available vacation day so that the employee can be paid for the

day. If the employee has no accrued personal days or accrued vacation days available, then the sick day will be recorded and charged as loss of pay.

If an employee asks for a personal day and does not have a personal day available, the District may charge the day to an *available* sick day, recording it as *personal from sick*. However, no more than two (2) personal days may be taken and charged as sick days per year. If an employee asks for a personal day and does not have any available, the request may be denied. If the request is approved, it will be recorded and charged as loss of pay. If an employee asks for a vacation day and does not have any available, the request may be denied. If the request is approved, it will be recorded and charged as loss of pay.

Should an employee anticipate a need to miss work for a reason unrelated to sick leave, and the employee has no accumulated personal leave or vacation days to use, a written request establishing a serious need must be submitted to his/her supervisor requesting a *loss of pay day(s)*. Except in an emergency situation; **loss of pay days are not permitted without prior District approval.**

## **BEREAVEMENT**

**(Board Policy GCCA, GCCH)**

An employee may be granted, upon request to the Superintendent, up to five (5) days of leave per year, with pay, to be used in the event of death of an employee's family member as defined in Policy GCCA. Extensions of bereavement leave may be granted upon personal request to the Superintendent. If approved, all such extensions of bereavement leave shall be deducted from the employee's accrued sick leave. In the absence of any accumulated sick leave, and upon request, the Superintendent may approve an unpaid leave of absence for each day of extended bereavement leave used.

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

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

## **AZ STATE RETIREMENT**

**(Board Policy GDQC)**

All employees working 20 hours or more per week must be enrolled in the Arizona State Retirement System with the state required percentage of wages withheld and deposited to the employees retirement account. The school district will also deposit an amount equal to the state required percentage of wages in each employee account. Upon termination, withdrawal of retirement funds carries limitations. If you have any questions, please call the Arizona State Retirement System at 1-800-621-3778.

Substitute employees who reach the 20/20 rule (anyone who works 20 hours a week for 20 or more weeks) throughout the school year will also be enrolled in the Arizona State Retirement System and have the state required percentage of wages withheld and deposited to the employees retirement account at that time. Long term substitutes who are expected to work according to the 20/20 rule right away will be subject to Arizona State Retirement withholding when their long term assignment starts. The school district will also deposit an amount equal to the state required percentage of wages in these substitute employee accounts.

## **EMPLOYEE RETIREMENT/RESIGNATION**

**(Board Policy GCCA, GCQC)**

When an employee in the Humboldt Unified School District retires/resigns, the Board will grant to that employee one-half (1/2) of the daily substitute pay in effect that year times the number of unused sick leave days that have been accumulated in the employee account. An employee is not eligible to be paid for unused sick leave upon resignation or retirement until they have worked for the District five (5) full consecutive years.

Certified employees requesting resignation or to be released from their contract must be approved by the Board in advance. If an employee resigns or terminates employment without advance approval, the employee may be reported to the State Board. If an employee resigns without approval, the employee shall pay the district the sum of three thousand dollars (\$3,000) as liquidated damages. The Board, in its sole discretion, may waive this fee if resignation is based upon circumstances beyond the control of the employee, is a resignation in lieu of dismissal, or based on other circumstances at the Board's discretion.

## **PAYROLL DEDUCTIONS**

**(Board Policy DKB)**

- Sure-Pay / Direct Deposit
- Health Insurance and/or Voluntary Benefits
- Arizona State Retirement
- Federal and State Withholding
- TSA's
- Arizona Tax Credit
- Social Security and Medicare Withholding
- Others as approved by the Superintendent

Employees may elect to have items deducted from their paycheck. The forms for these deductions are available at all school offices. Please return all completed forms to the Payroll Department at the District Office.

## **INSURANCE**

### **Health Insurance:**

To be eligible for the insurance program you must have a work agreement or work contract with a minimum of 6+ hours per day for a total of 30 or more hours per week.

The District will provide an insurance program for all eligible employees. The District pays 100% of the premium cost for each eligible employee (with no dependents) on 4 out of the 5 plans offered. Family plans (dependent coverage) are available to employees, with the cost being paid by the employee. Such dependent coverage enrollment must be included at the time of eligibility, and may be added based on a Qualifying Event. Dental and Vision coverage are also available as an extra cost option.

### **Workman's Compensation:**

Industrial insurance for on-the-job accidents is provided under supervision of The Arizona School Alliance for Workers' Compensation. If you are injured on the job please follow the procedures below to report and address the injury:

1. Notify your supervisor or school nurse of the incident within 24 hours.
2. If this injury is non-life threatening, complete a Supervisor Incident Report with your supervisor or school nurse. This report should be signed by your supervisor. You should keep a copy, a copy will be retained at the school site and the original should be sent to the Benefits Office. If treatment is not necessary, you do not need to do anything further.
3. If you are seeking treatment for your injury, you must call the Alliance to report the injury.

You are not required to seek treatment immediately if you do not feel that treatment will be necessary, however you are encouraged to seek treatment within a reasonable timeframe after the injury if the resulting pain from the injury persists. If pain from the injury persists and you feel you need to seek treatment, please call the Alliance before seeking treatment.

**Basic Life Insurance Policy:**

The Board agrees to provide, for each full time eligible employee, a term life insurance program which provides a death benefit of up to \$50,000.00, including an accidental death and dismemberment insurance benefit.

**Arizona State Retirement System (ASRS):**

For more than 50 years, the ASRS has provided retirement security to Arizona's public servants, including teachers, municipal workers, and other government employees. The ASRS proudly serves more than a half-million members, including more than 100,000 retired members. Employees who retire through the ASRS are guaranteed a monthly benefit for life.

**Short Term Disability:**

Short Term Disability is offered through KAIROS Insurance for an additional cost for benefit eligible employees only.

## GENERAL INFORMATION

### **ATTIRE**

**(Board Policy GBEBB, Regulation GBEBB-R)**

Administrators may establish special "dress" days and special "spirit" days, including "casual dress Fridays.

Clothing attire will be considered professionally appropriate if it does not disrupt the classroom learning environment. The following attire, although not all-inclusive, are considered general guidelines:

#### Jeans

Are acceptable on normal school days, provided they meet the following criteria:

- A. Clean, with no holes, not torn or ripped, not frayed.
- B. Uniform color, with no signs of excessive wear.
- C. No low rise or low riding jeans.

#### Tops and Shoes

Shirts and tops should be appropriate, avoiding those which are sheer, are too loose/tight or low cut, which expose bare midriffs, or which allow inappropriate exposure.

At no time shall graphic representations on clothing, jewelry, other accessories or the body display profanity or obscene gestures, nor shall it support alcohol, cigarettes, drugs, sexual connotations, or other negative affiliations. Clothing should be free of non-neutral political

messages. ("Vote" is permissible; "Vote FOR Smith!" is not.)

Administrators will have the authority to monitor appropriate standards of dress at their sites, while respecting our staff's autonomy and professionalism in their hygiene and dress attire. The intent of this policy is not to unduly restrict personal expression. The Governing Board recognizes that implementation of this policy calls for sensitive, intelligent action on the part of the school staff so that professionalism and individuality are reasonably balanced.

## **TIME CARDS / TIME CLOCK / OVERTIME / COMP TIME / FLEX TIME / TEMPORARY ASSIGNMENT PAY / SUB PAY**

(Board Policy GDL)

### **TIME CLOCK/TIME CARDS:**

All employees are paid on a bi-weekly basis. Certified employees are paid according to their contract terms. Certified employees only complete a timesheet for duties beyond their contract. These time sheets can be obtained from the site secretary. Certified employees attending district sponsored professional development must sign in on the sign-up sheets provided at the training to ensure payment for these professional development days.

**Classified at-will employees are paid by way of Timeclock. Your responsibilities for Timeclock Plus include:**

1. All employees are to "Clock-In" when they arrive at their workplace at the beginning of the day
2. All employees are to "Clock-Out" when they leave their workplace at the end of the day
3. If you leave your work place during the day, or take a lunch break, you should "Break-Out" when you leave and "Break-In" when you return to work
4. Approve any leave time taken or holiday hours due during the pay period
5. All employees are required to **approve their clocked hours EACH DAY**

Payroll will export the hours worked from Timeclock Plus promptly at 10:00AM on the Monday mornings following the last day of the pay period. Only hours approved by the employee, the secretary/manager and the principal/director will export to Visions. If you have completed the Employee Responsibilities as stated above, the secretary/manager has approved, and the principal/director gave their final approval, you will be paid. *\*An employee may be subject to disciplinary action if these requirements are not followed. ALL work hours must be accounted for accurately according to the above process.*

### **OVERTIME:**

Overtime (work beyond 40 hours *actually worked\** during a given week), paid at 1 ½ times the hourly rate as well as any over contract time **requires pre-approval by your Immediate Supervisor and the District Office prior to working the overtime.**

\*Paid hours for holiday, sick, personal, or vacation are excluded from the 40 hour calculation for overtime. For example, a person recording 42 hours for a *week in which there is a paid 8 hour holiday actually worked 34* hours and is not eligible for overtime pay.

Flexible hours which do not exceed the employee's total weekly contract hours during a single week may be worked with prior approval from your Immediate Supervisor. Please note, the District Office Payroll Dept. has the right to deny payment of any hours of overtime worked that was not first pre-approved by your Immediate Supervisor.

### **SUB PAY:**

Substitutes of the District will be paid at the following rates as of January :

**Certified Substitute: \$121.00/Day**

If, however, a substitute is working on the same assignment for more than 10 consecutive days, the rate of pay will be adjusted to **\$131.00/Day** beginning on the eleventh (11<sup>th</sup>) day in that assignment.

**Classified Substitute: \$14.35/Hour Sub Bus Drivers \$14.54**

If, however, a substitute is working on the same assignment for more than 10 consecutive days, the rate of pay will be adjusted to the position level that is being substituted beginning on the eleventh (11<sup>th</sup>) day in that assignment.

**Substitute Nurse: \$121.00/Day**

An employee will receive their own rate of pay when they substitute for another employee in the same or similar capacity. Should a classified employee substitute for another person in a higher job classification for more than ten (10) consecutive days, the employee will begin receiving the base wage for that higher position or their current wage, whichever is greater, starting on the eleventh (11<sup>th</sup>) day.

**CLASSIFIED EMPLOYEE PROBATION PERIOD**

The Governing Board approved the institution of a **Probationary Period of sixty (60) days** for all new classified employees. A Performance Evaluation will be completed by the immediate Supervisor at the end of the Probationary Period to determine whether the employee will continue with the District.

Insurance benefits (life, health) will begin on the first day of the month immediately following successful completion of the probationary period. Sick days will be accrued at a rate of one per month during the probationary period. They will be awarded and available for use after successful completion of the probationary period. *During the probationary period, an employee working a four (4) or more hours per day schedule will be paid for district-approved holidays, limited to only one (1) day paid during each holiday period (for instance, Christmas Day will be paid, with no extra paid days surrounding the holiday).*

Vacation days for year round employees will be accrued at a rate of 0.833 days per month during the probationary period. They will be awarded and available for use after successful completion of the probationary period. *Personal leave days for employees not employed year round will be accrued at the normal rate during the probationary period. They will be awarded and available for use after successful completion of the probationary period.*

**STAFF EVALUATIONS**

**(Board Policy GDO, GDN)**

Each employee will receive a formal written evaluation and conference at least once per year.

The purpose of such an evaluation is to provide opportunity for dialogue between the employee and the supervisor. Its intent is to jointly identify both areas of strength and performance and also to define those areas which you may need strengthening. Such evaluation should not be considered threatening. Rather, it is hoped such a procedure will provide the employee an opportunity to privately share thoughts and ideas with the supervisor, resolve concerns and suggest constructive criticisms. The end result can be a better understanding of expectations and a more satisfying working relationship.

**Identified below is the structure for the process of formal evaluation:**

**CATEGORY**

Building Secretaries / Aides / Clerks  
Certified Staff  
District Office Curriculum Staff

**EVALUATOR**

Building Principal / Immediate Supervisor  
Building Principal / Immediate Supervisor  
Director of Educational Services



District Office ELD / PR Staff	Director of ELD / PR
District Office Payroll / Finance Staff	Director of Finance
District Office Special Education Staff	Director of Special Services
Food Service Personnel	Director of Food & Nutrition
Maintenance / Grounds Staff	Director of Maintenance
Security	Building Principal
Transportation Personnel	Director of Transportation
Technology Staff	Director of Technology
District HR Staff	Assistant Superintendent / Director of Human Resources
Director of Food & Nutrition	Assistant Superintendent / Director of Human Resources
Director of Maintenance	Assistant Superintendent / Director of Human Resources
Director of Technology	Assistant Superintendent / Director of Human Resources
Director of Transportation	Assistant Superintendent / Director of Human Resources
Superintendent's Secretary	Superintendent

**CLASSIFIED PROFESSIONAL DEVELOPMENT / SALARY SCHEDULE ADVANCEMENT**

(Board Policy GDMA)

**Purpose:**

This program is offered to encourage professional growth of support staff personnel.

It is designed to compensate those who devote additional time, effort and expenses to better prepare themselves for their positions in the schools. It is also intended to encourage staff members, through monetary compensation, to strengthen their knowledge and education to provide the best possible learning environment for the District's students.

**Eligibility:**

All full-time continuing support staff employees are eligible to participate. For the purposes of this program, full-time is defined as working in a thirty (30) plus hour weekly contract for at least one thousand eighty (1,080) hours annually.

**Professional Development Credit:**

The following procedures apply to requests for professional development credit:

- All classes/workshops/conventions that are directly related to the current job position or are otherwise of clear benefit to the district are eligible for credit. Excluded are district in-service programs or other in-district meetings conducted during the work day.
- Professional development activities must be approved in advance by submitting a *Support Staff Professional Development Request* to the employee's supervisor. The activity must be approved by the employee's supervisor and the Assistant Superintendent prior to the start of the activity.
- Development opportunities must be at no cost to the District or a professional development activity required by the employee's supervisor.
- Approved job related courses, degree programs, workshops, or conferences must be earned after the employee's start date in the district.
- Credit may be earned only for those courses that begin after the date of Governing Board adoption of this policy.

**Classified staff Step Movement:**

- To receive credit for completed contract hours, appropriate documentation must be submitted and signed by the approved presenter/organization.
- Fifteen (15) contact hours equal one (1) incentive point.
- Ten (10) incentive points are needed to move one (1) grade on the salary schedule.
- An employee may move up a maximum of twelve (12) times. Each movement is equivalent to a thirty cent (.30) adjustment based on the successful completion of one hundred fifty (150) contact hour.

- Requests for additional compensation must be submitted on or before September 1 of each year to the human resources department including all transcripts or proof of workshop attendance to receive an additional compensation for that school year.

**Employee/Employer Responsibility:**

Request for movement and collection of proof of workshops, classes, and/or conventions are the responsibility of the employee. Prior to approval of classes/workshops, etc., the site administrator/supervisor will, upon request by the employee, attempt to accommodate the employee's training schedule by providing a flexible work schedule, *provided* the functioning of the office or department is not compromised by the proposed schedule change *and* there are no additional costs to the District.

**CERTIFIED PROFESSIONAL DEVELOPMENT / SALARY SCHEDULE ADVANCEMENT**

**(Board Policy GCBA)**

Vertical and horizontal advancement on the salary schedule will be in accordance with the salary schedule currently in effect. Vertical advancement is limited to one step per year, and horizontal advancement is limited to two (2) columns per year.

**Bachelor's plus** credits apply *only after* the BA degree is awarded. **Master's plus** credits apply *only after* the MA Degree is awarded.

When an employee earns a Master's degree, the employee will be placed on the MA/Grade 4 column the following school year, provided appropriate documentation is submitted no later than **September 1 of the year to be moved.**

During employment, the District may award up to 24 salary schedule semester credit hours (for district and undergraduate work), for advancement on the District Salary Schedule for approved courses, workshops, and other projects approved by the District. Undergraduate courses and/or workshops that are directly related to the employee's subject specialization are required to maintain an existing Arizona certification, or are required to obtain a new Arizona certification of benefit to the district are eligible for credit. For workshops and similar activities, fifteen (15) seat hours equals one (1) semester hour equivalent. Excluded are District in-service programs and other in-District meetings conducted during the work day. Additionally, the following courses/workshops are eligible for credit:

- Undergraduate Computer Courses
- Undergraduate Foreign Language Courses
- Undergraduate Sign Language Courses
- District Created Professional Development Workshops

**Prior approval is required for all additional professional development activities.**

Professional development activities must be approved in advance by submitting a Professional Development Request to the employee's administrator/supervisor. The activity must be approved by the employee's supervisor and the Superintendent or designee prior to the start of the activity.

To be able to move horizontally on the salary schedule in a contract year, the employee must notify the District office of their intent to move in the spring of the prior year. Courses and workshops must be completed and evidence of the completed credit must be provided to the Superintendent or designee by **September 1st** of the current year to be moved to the new step(s). Failure to do so will preclude the horizontal movement for that school year, but subsequent years will include the horizontal movement.

Education credits are awarded for graduate level university courses at a rate of \$250. per 3 credit hours earned. Current employees also may receive additional compensation for graduate level university courses at a rate of \$250. per each 3 credit hours earned with a limit to their subject specialization or are a clear benefit to the district.

## **CERTIFIED SALARY SCHEDULE ADJUSTMENT**

Teachers are responsible for their own professional certification. Without proper certification, a teacher cannot be paid by the District to perform duties requiring the certification. Failure to have correct certification will result in the employee facing termination of employment.

Although the District will attempt to monitor fingerprint clearance card and certificate expiration dates, it is the teacher's responsibility to maintain their certificates. Renewal of a standard certificate requires 90 verified seat hours and a valid fingerprint clearance card. Development hours can be tracked by the Personnel Department *only* if you submit copies of all courses and workshops taken showing dates and seat hours. Additionally, course work completed for salary movement will be tracked *provided* the Personnel Department is supplied with the properly completed Application for Professional Growth form and copies of grades or transcripts.

### **JURY DUTY**

**(Board Policy GCC)**

It is recognized by the Board that no employee is exempt from jury duty and that leaves of absence for such duty must be granted. Only the regular salary may be received by an employee on jury duty.

- It is the responsibility of the employee to reimburse the District for jury duty pay when such payment is made directly to the employee. Failure to reimburse the District at the completion of the jury duty service will result in a full deduction equal to the number of contract days missed.
- An employee excused from jury duty after being summoned shall report for regular duty as soon as possible. Failure to report for duty will result in a deduction equal to that portion of a contract day missed [A.R.S. 21-236].

### **MILITARY LEAVE**

**(Board Policy GCCD)**

Arizona State Statute grants up to 30 calendar days leave to employees every 2 years, while paying the same salary to which they would have been entitled had they not been servicing with the National Guard. Although many guard requirements fall during the summer vacation period, it is understood that a guard member may occasionally be required to participate in duties during the school year.

1. 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].
2. 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.
3. 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.

## ***POLITICAL ACTIVITIES***

**(Board Policy GBI)**

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

### **Employees may not:**

- Engage in political activities upon district property without permission through the "Community Use of School Facilities"
- Campaign
- Invite candidates to campus, except as noted in policy
- Use district equipment, supplies, materials, buildings, or other resources
- Collect campaign funds, or solicit funds on school property
- Use students for writing or addressing material intended to influence the outcome of any election, or the distribution of such materials to or by students
- Use the authority of their position to influence the vote or political activities or any subordinate employee

District employees who hold elective or appointive office are not entitled to time off from their school duties for reasons indicated to such offices, except as qualified under the leave policies. District employees shall be permitted time as provided in statute, if required, to vote in the primary or general election.

## ***CONFLICT OF INTEREST***

**(Board Policy GBEEA)**

Any Board member or employee of the District who has, or whose relative has, a substantial interest in any contract, sale, purchase, or service to the District shall make known that interest in the official records of the District and refrain from voting upon or otherwise participating in any manner as a Board member or employee in such contract, sale or purchase. (Legal Ref: A.R.S. 38-503)

## ***MONEY AND VALUABLES IN WORK AREAS***

Employees are cautioned never to leave any valuables or money in their work areas. It is a temptation if students know there are valuables around. Any money raised should be turned into the Principal's office daily.

## ***SUPPLIES, EQUIPMENT AND PURCHASING***

The school district furnishes supplies and equipment. All supplies and equipment must be requested on the proper school requisitions. After the requisition is completed, it must be approved by the principal, entered into the Visions system and approved by the District Office for the purchase order. No items will be ordered without a purchase order. If a purchase is made without a purchase order, the school district will not be responsible for payment. The person who makes the purchase will be responsible for this payment.

On occasion, an employee will obtain a purchase order and make a purchase. At this time, the employee will sign for the material received, route the receipt to the receiving clerk or secretary at their site. The receiving clerk or secretary will route the receipt to the District Office for payment. **Students should NEVER be sent to make purchases for the school district.**

As per instructions from the Auditor General's Office, ALL student activity purchases MUST also be requisitioned, so that proper PURCHASE ORDERS can be obtained. Remember, NO ITEMS will be paid for by the District *without a previously existing purchase order*.

## ***NO SMOKING POLICY***

**(Board Policy GBED)**

**Smoking/vaping is prohibited on all school properties, in school facilities and in school vehicles.** 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.

## ***STAFF SUPERVISION OF STUDENTS***

**(Board Policy GBEBB, Exhibit GBEBB-E)**

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

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.

Employees have the responsibility of maintaining an appropriate employee-student relationship at all times. If an employee needs to contact a student outside of the school day, the employee or school must provide written notice to the student's parent or guardian of the purpose for the communication. The method of communication the parent or guardian can expect must be clearly stated. Such notice must be given for any form of communication outside of school hours, including telephone, cell phone (including text messaging), e-mail, District websites, written correspondence, or other communication means. **Employees are prohibited from internet-based communication with students on a non-District sponsored system. If a student contacts an employee on a non-District sponsored Internet system, the employee must promptly inform his/her immediate supervisor.**

## ***CLASS SIZE***

The student-teaching ratio for staffing in the District is the responsibility of the board. Staffing patterns and student grouping shall be flexible so as to accommodate varied instructional delivery approaches, student needs, curriculum requirements, and fiscal resources.

Each year, the Superintendent will make staffing recommendations during the budget review and preparation processes. Consideration shall be made for special needs students mainstreamed into regular classrooms for part to the entire day. These students may be counted for the class size.

## **CERTIFIED STAFF PREPARATION PERIODS**

A preparation period is an assigned period set aside for all teachers, to be used for class preparations and planning purposes. Conferences with parents, students and administrators may also be held during the planning period, as well as emergency drills.

### **MIDDLE SCHOOLS & HIGH SCHOOLS**

Sixth through twelfth grade classroom teachers will be assigned a daily planning/preparation period, during the time period that students are in school with the exception of the Traditional School.

### **ELEMENTARY SCHOOLS - LIBERTY TRADITIONAL SCHOOL**

Classroom teachers will be allocated no less than one hundred twenty-five (125) minutes per week, within the student school day, for preparation/planning purposes. Teachers will have no more than two (2) blocks of planning periods per day (60 minutes). Prep time for Kindergarten teachers will be arranged with building principals.

## **STAFF ACCEPTABLE USE OF TECHNOLOGY**

**(Board Policy IJNDB, Regulation IJNDB-R, Exhibit IJNDB-E)**

The Superintendent or designee(s) shall implement, monitor, and evaluate electronic media resources for instructional and administrative purposes.

### **1. Availability of Access:**

Access to the District's electronic communications system(s), including the Internet, shall be made available to students and employees exclusively for instructional and administrative purposes and in accordance with administrative regulations.

Access to the District's electronic communications system(s) is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the system(s) and shall agree in writing to comply with such regulations and guidelines.

Noncompliance with applicable regulations will result in disciplinary action consistent with District policies and regulations and/or criminal prosecution (see Policy GBEA: Staff Ethics, Policy GBEB: Staff Conduct, Regulation GBEB-R: Staff Conduct, and Policy GBEBB: Staff Conduct With Students).

### **2. Acceptable Use:**

The Superintendent or designee shall develop and implement administrative regulations, guidelines, and user agreements, consistent with the purposes and mission of the District and with law and policy governing copyright.

### **3. Monitored Use of Electronic Mail:**

Electronic mail transmissions and other use of the District's electronic communication system(s) by students and employees shall not be considered confidential and may be monitored at any time by designated staff to ensure appropriate use for educational or administrative purposes. District Email is not to be used for personal communications. Further, all email sent from or received by District email accounts is archived.

### **4. Internet Safety:**

The Humboldt Unified School District:

- Controls students' and faculty's access to inappropriate materials, as well as to materials that are harmful to minors;
- Ensures student safety and security when using electronic communications;
- Prevents unauthorized access, including hacking and other unlawful activities by filtering all internet traffic;
- Restricts unauthorized disclosure, use, and dissemination of personally identifiable information regarding students; and
- Logs all network usage including but not limited to websites visited and searches conducted

### **5. Filtering:**

Each District computer with Internet access has a filtering device or software that blocks access to content that

may be obscene, pornographic, inappropriate for students, or harmful to minors, as defined by the federal Children's Internet Protection Act and as determined by the Superintendent or designee. However, internet filtering is not certified to block every objectionable internet site. Therefore *students must be supervised by faculty and staff at all times when using computers to assure that they are properly using the technology only for appropriate school related tasks.*

**6. Warning:**

System users with access to the District's electronic communication system(s) should be aware that use of the system may provide access to other global electronic communication systems/networks that may contain inaccurate or objectionable material.

**7. Disclaimer of Liability:**

The District shall not be liable for the users' inappropriate use of the District's electronic communication resources or violations of copyright restrictions, users' mistakes or negligence, or costs incurred by users. The District shall not be responsible for ensuring the accuracy or usability of any information found on the Internet. The Superintendent or designee will oversee the District's electronic communication system(s). Oversight of the posting of official district, campus, or division/department materials on the District's electronic communication system(s) will be the responsibility of the Superintendent, principals, or division/department supervisors or designees. The District's system(s) will be used only for administrative and instructional purposes consistent with the District's mission and goals.

**8. Training:**

Training for employees and students in the proper use of the system(s) will be provided. Users will be provided copies of the District's acceptable use guidelines. Training in the District's system(s) will emphasize ethical use of the system's resources.

**9. Copyright:**

Copyrighted software or data may not be placed on any system connected to the District's system(s) without permission from the holder of the copyright. Only the owner(s) or individuals the owner(s) specifically authorized may upload copyrighted material to the system(s).

**10. System Access:**

With the approval of the Superintendent, principal or departmental supervisor or designee, users will be granted appropriate access to the District's system(s). Any system users identified as having violated District, campus, and/or division/department system acceptable use guidelines will be subject to disciplinary action consistent with District policies and regulations.

**11. System(s) Coordinator's Responsibilities:**

The system coordinator(s), as designated by the Superintendent, for the electronic communication system(s) will:

1. Be responsible for the disseminating and enforcing applicable District policies and acceptable use guidelines for the District's system(s).
2. Ensure that all users of the District's system(s) complete and sign an agreement to abide by District policies and administrative regulations regarding such use. All such agreements shall be kept on file by the system coordinator(s).
3. Ensure that all employees supervising students who use the District's system(s) provide training emphasizing the appropriate uses of these resources.
4. Be authorized to monitor or examine all system(s) activities deemed appropriate to ensure proper use of the system(s).
5. Be authorized to set limits for network utilization, storage space, and access to other resources as appropriate

**12. Individual User Responsibilities:**

The following standards will apply to all users of the District's electronic information/communications system(s). Users who violate these standards may be subject to disciplinary action in accordance with District policies and regulations:

1. The system(s) may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District Policy or law.

2. System users may not use District electronic resources to create or view obscene, pornographic, threatening, or similarly objectionable content.
3. System users may not use another person's ID or password or give their ID or password to others for use.
4. System users shall maintain electronic information in accordance with established guidelines.
5. System users may not install programs to the District's system(s) without appropriate authorization.
6. System users may not knowingly bring prohibited materials into the District's electronic communication system(s).
7. System users may not use District technology resources for personal businesses, or any activity that generates personal income.

Users who violate these standards may be subject to disciplinary action in accordance with District policy and/or legal actions.

### **13. Staff Communications with Students Beyond the School Day:**

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. Employees have the responsibility of maintaining an appropriate employee-student relationship at all times. If an employee needs to contact a student outside of the school day, the employee or school must provide written notice to the student's parent or guardian of the purpose for the communication per Regulation GBEBB-R. The method of communication the parent or guardian can expect must be clearly stated. Such notice must be given for any form of communication outside of school hours, including telephone, cell phone (including text messaging), e-mail, District websites, written correspondence, or other communication means. Employees are prohibited from internet-based communication with students on non-District sponsored systems per Regulation GBEBB-R. In this regard, employees are not to *friend* students on social media sites or engage in *texting* with students. Any exception would need to be authorized by the employee's supervisor. If a student contacts an employee via a non-District sponsored website or technology resource, the employee must promptly inform his/her immediate supervisor.

### **14. Staff Electronic Communications Beyond the School Day:**

Every employee who uses electronic/social media outside of the school day needs to give due consideration to the nature of the information posted in the public domain. This would include posts, pictures, links, and all other information available in the public domain. Arizona State Statutes indicate that staff can be held accountable for immoral or illegal conduct that takes place outside of the school setting. This would apply to electronic content and communications. Staff should be conscious of the fact that communications made via public platforms and social media sites may remain available to be searched, indexed, saved and forwarded years beyond their date of origination.

### **15. Vandalism Prohibited:**

Any malicious attempt to harm or destroy District equipment or materials, data of another user of the District's system(s), or any of the networks that are connected to the Internet is prohibited. Deliberate attempts to compromise, degrade, or disrupt system performance may be viewed as violations of District policies and administrative regulations and, possibly, as criminal activity under applicable state and federal laws. This includes, but is not limited to, the uploading or creating of computer viruses.

### **16. Forgery Prohibited:**

Forgery or attempted forgery of electronic mail messages is prohibited. Attempts to read, delete, copy, or modify the electronic mail of other system users or deliberate interference with the ability of other users to send/receive electronic mail is prohibited.

### **17. Limitation/Termination/and/or Revocation of System User Access:**

The District may limit, suspend, or revoke a system user's access to the District's system(s) upon violation of this guideline, District policy, or administrative regulations regarding acceptable use.

### **18. Disclaimer:**

The District's system is provided on an "as is, as available" basis. The District does not make any warranties,



whether expressed or implied, with respect to any services provided by the system(s) and any information or software contained therein.

The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third party individuals in the system are those of the providers and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communication system(s).

## **COMMUNICATIONS AND CONCERNS**

### **Who should I talk to if I have a concern about my position, about those with whom I work, or about students or parents for whom I provide service?**

The first line of communication is with your Immediate Supervisor.

### **Who should I talk to if my concern is about my Immediate Supervisor?**

You should contact the Director of Human Resources at the District Office.

## **GRIEVANCES**

**(Board Policy GBK, Regulation GBK-R)**

### **What is a grievance?**

Per Regulation GBK-R, a grievance is a complaint by a District employee alleging a violation or misinterpretation as to the employee, of any District policy or regulation that directly and specifically governs the employee's terms and conditions of employment. Further, terms and conditions of employment mean the hours of employment, the compensation therefore, including fringe benefits, and the employer's personnel policies directly affecting the employee. Issues and actions that do not relate to and impact an individual's terms and conditions of employment are not grievable. For more details, please refer to HUSD Policy GBK and Regulation GBK-R.

### **Who can file a grievance?**

Per Policy GBK and GBK-R, a grievance can be filed by an employee of the District. The policy makes it clear that only current employees of the District may utilize a grievance procedure. Further, the policies refer to a complaint filed by a District employee. The policy does not provide for a group grievance.

### **What factors are considered by supervisors and the Governing Board during the grievance process?**

The first question that a supervisor, the Superintendent, or the Governing Board will ask in reviewing a grievance is the following: Is the grievance grievable according to school district policy? In other words, does the grievance set forth a violation or misinterpretation of any district policy or regulation which specifically governs that employee's terms and conditions of employment. Complaints regarding matters that do not specifically pertain to that employee's terms and conditions of employment which include the hours of employment, compensation, fringe benefits or a policy that directly affects the employee terms and conditions of employment shall be denied.

Likewise, the immediate supervisor, Superintendent or his/her designee, and the Governing Board shall determine whether proper procedures and timelines have been met. If the employee fails to appeal any step of the grievance within the specific time limits, this failure will deem to be an acceptance of the decision rendered at the last step. The employee will have no further right to appeal. Likewise, the failure of the grievance to file within fifteen (15) days after the employee knew or should have known of the circumstances upon which the grievance is based shall constitute a waiver, by the employee, of the grievance and of the filing of a grievance procedure.

If the supervisor and/or Superintendent fail to render a decision within the timeline set forth by policy, the

decision at that level shall be considered waived and the grievance will automatically be appealed to the next level.

### **What is the purpose of the staff grievance procedure?**

Policy GBK makes it clear that the purpose of the staff grievance procedure is to assist in *effective communication between district employees, the administrative staff and the Board for the proper operation of the school.*

The grievance process is intended to *resolve possible grievances at the earliest date and at the lowest administrative level.*

The grievance process is a limited process to resolve matters specifically affecting an employee's terms and conditions of employment.

It is not to be misused as a means to bring an employee's general dissatisfaction with administrators, school policies, school curriculum, or Board decisions and is not the proper avenue to voice such general criticisms. When an employee misuses the grievance procedure by attempting to grieve matters that are clearly not grievable, the employee is wasting District resources and interfering with the effective operations of the school. This is a violation of an employee's professional and ethical obligations and cannot be tolerated.

Employees are reminded that it is their responsibility to familiarize themselves with District policies. Questions with regard to policy may be directed to the employee's immediate supervisor, principal, and/or district offices.

### **What are the steps?**

#### **Informal level:**

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

#### **Formal level:**

If the grievance cannot be resolved at the informal level, a formal grievance may be submitted.

#### **Level I:**

If not resolved at the informal level, within *fifteen (15) days after the employee knew, or should have known, of the act or omission giving rise to the grievance,* the grievant must present the grievance in writing to the immediate supervisor using form GBK-EA found in the policy manual. The grievance should clearly communicate the issues and cite the article, section, and paragraph of the policy or regulation that directly impacts the employee's terms or conditions of employment that are alleged to have been violated.

The immediate supervisor shall within five (5) days of receiving the written grievance, meet with the grievant and issue a level I grievance decision in writing.

#### **Level II:**

If the grievant and the immediate Supervisor are not able to resolve the grievance to the employee's satisfaction during the Level I grievance process, the grievant may appeal to the Superintendent or his/her designee, *within five (5) days after receipt of the written decision.* The appeal is prepared utilizing form GBK-EC. The appeal must include the following: 1) a copy of the original grievance, 2) the decision rendered (include GBK-EB with your response and signature), and 3) a clear and concise statement of the reason(s) for the continued appeal.

The Superintendent (or designee) shall communicate a written decision to the grievant within five (5) days after receiving the appeal. During this five (5) day period, either the grievant or the Superintendent (or

designee), may request a personal conference to discuss the Level II grievance.

The Superintendent (or designee) shall make his/her decision based upon the documentation of the Level I grievance, including the written grievance complaint, the Level I decision, any information from a personal conference, and the written appeal to Level II.

**Level III:**

If the employee is not satisfied with the Level II decision, this decision may be appealed to the Governing Board by filing a written appeal within five (5) days after the receipt of the Level II decision.

This written appeal is filed with the Superintendent for transmission to the Board using form GBK-EE. The grievant appeal must include the following: 1) a copy of the original grievance, 2) the prior decision rendered (include GBK-ED with the grievant's response and signature on the form), 3) a clear and concise statement of the reason(s) for your continued appeal and 4) the remedy sought.

Board Policy, GBK, does not set a specific timeline for the Board to review the Level III grievance. At the option of the Board President, the Level III grievance may be heard at an upcoming regular board meeting or a special board meeting may be called. The Governing Board may elect to decide the Level III grievance based upon the documentation, decisions, and appeals generated at Level I and Level II. Or, at the sole discretion of the Governing Board, may elect to allow the grievant and a school district representative to make a brief presentation to the Governing Board on the grievance.

The Board may elect to designate the grievance as an executive session item pursuant to A.R.S. §38- 431.03(A) (I). If the grievance is designated as an executive session item, the grievant will receive notice of this at least twenty-four (24) hours prior to the Board meeting. Pursuant to the Open Meeting Law, the grievant may elect to have the merits discussed in an open public meeting. Any and all Board decisions regarding the decision shall be made in an open public board meeting.

The response of the Governing Board shall be issued in writing within fifteen (15) working days following the Board's review of the grievance. The decision of the Governing Board is final.

***STUDENT VIOLENCE/ HARASSMENT / INTIMIDATION / BULLYING (Board Policy JICK, Regulation JICK-R)***

The District does not tolerate **bullying**, harassment or intimidation in any form. The District shall investigate each complaint of **bullying**, harassment or intimidation in any form. Further, the District shall investigate each complaint of **bullying** and will take appropriate, timely, and responsive action.

**Bullying** may occur when a student or group of students engages in any form of behavior that includes such acts as intimidation and/or harassment that

- has the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm or damage to property,
- is sufficiently severe, persistent or pervasive that the action, behavior, or threat creates an intimidating, threatening, or abusive environment in the form of physical or emotional harm,
- occurs when there is a real or perceived imbalance of power or strength, or
- may constitute a violation of law.

"**Bullying**" as used in this regulation refers to "harassment, intimidation, and **bullying**, including cyberbullying."

**Reporting Incidents of Bullying:**

Any student, who feels he or she has been the victim of **bullying** or suspects other students of being bullied, or the parent of such student, should file a complaint with the principal or the principal's designee or other school employee. The student's report may be provided verbally or in writing. A student's verbal report will be

documented in writing by the employee receiving the report.

Any staff member who becomes aware of or suspects that a student is experiencing **bullying** shall immediately notify the principal or the principal's designee. Employees may initially give verbal notice to the principal or the principal's designee, but shall submit a written report to the principal or the principal's designee within one (1) school day of the verbal report.

Failure by an employee to report a suspected case of **bullying** known to the employee may result in disciplinary action up to suspension without pay or dismissal pursuant to Board Policies GCQF and GDQD.

Reprisal directed toward a student or employee for the reporting of a case of **bullying** or a suspected case of **bullying** will not be tolerated. Students involved directly or indirectly in reprisal will be disciplined pursuant to Board Policies JK, JKD, and JKE. Any suspected violation of the law will be reported to law enforcement authorities.

If a **bullying** incident is reported, the principal shall provide to the student who is the alleged victim of the incident with a written copy of the rights, protections and support services available to that student and shall notify the student's parent(s) of the report.

Knowingly submitting a false report shall subject the student to discipline up to and including suspension or expulsion.

#### **Investigating Incidents of Bullying:**

Investigation of submitted complaints shall be initiated by the principal or the principal's designee as soon as is feasible, but not later than two (2) school days after the initial report. Each investigation will be comprehensive to the extent determined appropriate by the principal or the principal's designee. In investigating the complaint, the principal or the principal's designee will maintain confidentiality to the extent reasonably possible, subject to the restrictions pertaining to disclosure of personally identifiable student information established in the Family Educational Rights and Privacy Act (FERPA).

Documentation of all incidents reported will be maintained by the District for at least six (6) years. In the event the District provides documentation of reported incidents to persons other than school officials or law enforcement, all individually identifiable information shall be redacted.

Should the principal or the principal's designee determine that **bullying** has occurred discipline will be administered pursuant to Board Policies JK, JKD, and JKE. The principal will meet with the alleged victim on completion and disposition of the investigation to review the findings of the investigation and, if **bullying** has occurred, notify the victim of the action taken. Regardless of the outcome of the investigation, the principal will meet with the alleged perpetrator to review the findings of the investigation and, if **bullying** has occurred, notify the perpetrator of the discipline that will be administered. Additionally, the parent(s) or guardian(s) of the involved students will be informed of the findings of the investigation.

#### **Disseminating Information on Bullying:**

The Superintendent is responsible for determining the methods of information delivery to employees and students. The Superintendent shall provide to the school principals, supervisors and all other District employees the information necessary to comply with Governing Board Policy JICK. The information related to **bullying** is to include but not be limited to preventive measures, incident reporting, related support services available (proactive and reactive), student rights, employee responsibilities, and the ramifications of not reporting a **bullying** incident or suspicion of **bullying**. The information shall be disseminated to District personnel at the beginning of each year and as the Superintendent otherwise determines to be appropriate.

The principal or the principal's designee is responsible to ensure information related to **bullying** is disseminated to students, and parents and guardians. The information shall include but not be limited to Governing Board policy, incident reporting, support services (proactive and reactive) and student's rights.

#### **The dissemination of this information will:**

- Occur during the first (1st) week of each school year
- Be posted in each classroom and in common areas of the school
- Be summarized in the student handbook and on the District website
- Be provided to each incoming student during the school year at the time of registration

The principal or the principal's designee is also responsible to ensure information is disseminated to all students who report **bullying**, including, at the time the incident is reported, a written copy of student rights, protections and support services available to the student; a copy of the report shall also be given to the student's parent(s)/guardian(s). The principal or the principal's designee is responsible for the maintenance of documentation related to **bullying**.

## ***REDUCTION OR REALIGNMENT OF STAFF***

**(Board Policy GCQA, GDQA)**

The number and type of **certificated** staff positions required to implement the District's educational program will be determined annually by the Board after recommendation from the Superintendent. In the event the Board decides to release certificated staff members, the following guidelines will be effect:

- Normal attrition due to teacher terminations will be relied upon as the first means of reducing the staff

If attrition does not accomplish the required reduction in the staff, the Superintendent shall submit to the Board recommendations for the termination of specific staff members. The criteria used in formulating these recommendations shall include, but shall not be limited to:

- Qualifications and certification of staff members to accomplish the District's educational program, including certification requirements for specialty categories and designation as a highly qualified teacher
- Professional staff performance
- Overall teaching experience, academic training and ability
- Past contributions to the educational program of the District

In the event the Board decides to release **classified** staff members, the following guidelines will be in effect:

- Normal attrition due to terminations will be relied upon as the first means of reducing the staff.

If attrition does not accomplish the required reduction in the staff, the Superintendent shall submit to the Board recommendations for the termination of specific staff members. The criteria used in formulating these recommendations shall include, but shall not be limited to:

- Qualifications of staff members to accomplish the District's program
- Overall experience, training, and ability
- Past contributions to the program of the District
- All other factors being equal, length of service in the District

Criteria for selection of staff members to be released will be applied separately to employees within specialty categories. Personnel to be released shall be notified of such release as soon as practical.

## ***VACANCIES / ASSIGNMENTS***

**(Board Policy GCK, GDJ, Regulation GDJ-R)**

The District may transfer an employee to another job classification in the district when it is deemed by the Superintendent to be in the best interest of the District.

The District will accept written requests for transfers from a job position in the District to a vacant posted position. The person requesting the transfer must be an employee in the District on the posted date of the notice. A transfer request does not imply automatic assignment. Any transfer honored will be made in the best interest of the District.

Transfer request decisions are made based on the person's qualifications, the needs of the District, and the

person's expressed wishes. When it is not possible to meet all three (3) conditions, the needs of the District must be given first consideration, then where the Superintendent determines the employee is best qualified to serve, and finally the employee's expressed wishes.

Certified Transfer request decisions shall take into consideration the needs of the pupils in the district and the current distribution of teachers across all four (4) performance classifications adopted by the State Board of Education. No right to school, grade, or subject assignment shall be inferred from the standard teacher's contract and assignments may be changed to serve the best interests of the District and students.

## **STAFF CONDUCT**

### **Non-Discrimination**

*The Humboldt Unified School District does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and gender identity and expression), age, disability, veteran or military status, religion, or genetic information in the admission or access to, treatment or employment in its educational programs or activities. Inquiries or complaints concerning discrimination may be referred to a District's Compliance Officer: 928-759-5016.*

*For inquiries or complaints relating to Section 504 of the Rehabilitation Act (which prohibits discrimination on the basis of disability) contact [Brett.dahl@humboldtunified.com](mailto:Brett.dahl@humboldtunified.com)*

*Reports may also be made to the Assistant Secretary, Office of Civil Rights, at the U.S. Department of Education.*

### **Title IX**

- *Federal civil rights law, passed as part of the Education Amendment Act of 1972.*
- *This law protects individuals from discrimination based on sex in education programs or activities that receive Federal financial assistance.*
- *Under Title IX "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."*
- *Title IX applies to any institution receiving federal financial assistance from the Department of Education, including state and local educational agencies.*
- *Educational programs and activities that receive federal funds from the Department of Education must operate in a nondiscriminatory manner.*
- *A recipient may not retaliate against any person for opposing an unlawful educational practice or policy, or because a person made charges, testified or participated in any complaint action under Title IX.*

### **Sexual harassment, under Title IX, is conduct on the basis of sex that is one or more of the following:**

- *A school employee conditions the provision of an aid, benefit, or service of the school on an individual's participation in unwelcome sexual conduct;*
- *Unwelcome conduct that a reasonable person would find to be so severe, pervasive, and objectively offensive that it "effectively denies a person equal access" to the school's education program or activity; or*
- *Sexual assault, dating violence, domestic violence, or stalking.*

### **Title IX Coordinator**

*The district shall designate and authorize an employee as the Title IX Coordinator to comply with its responsibilities pertaining to sexual harassment under Title IX. Inquiries about the application of Title IX should be directed to the Title IX Coordinator listed below:*

**(Board Policy GBEB-R)**

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. 15-515 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. 15-515. ***Employees of the District who violate these rules are subject to disciplinary action.***

### **PAYROLL PAYMENTS UPON TERMINATION**

**(Board Policy DKA, A.R.S. 23-353)**

An employee who quits the service of the District shall be paid all wages due on the regular payday for the pay period during which termination occurs. Such wages may be paid by mail if requested. An employee who is discharged from service of the District shall be paid all wages due within seven (7) working days from the date of discharge or the next payroll, whichever comes first.

### **TERMINATION OF SUPPORT STAFF MEMBERS**

**(Board Policy GDQD, GBD)**

At-will work agreements will identify the hourly rate. The daily hours of employment may be set by the Immediate Supervisor, the building principals or the Superintendent. There shall be no expectancy of continued employment beyond a ten (10) day written notice. A *Classified Staff* employee will be provided a minimum of 45 days' notice prior to the expiration of the work agreement if the District should determine not to renew the work agreement.

#### **Minor Disciplinary Action:**

A support staff member may be disciplined for any conduct that, in the judgment of the District, is inappropriate. Minor disciplinary action includes, without limitation thereto, verbal or written reprimands, suspension with pay, or suspension without pay for a period of five (5) days or less. Minor disciplinary action shall be imposed by the support staff member's supervisor. A support staff member who wishes to object to a minor disciplinary action shall submit a written complaint to the supervisor's superior within five (5) work days of receiving notice of the disciplinary action. The supervisor's superior will review the complaint and may confer with the support staff member, the supervisor, and such other persons as the supervisor's superior deems necessary. The decision of the supervisor's superior will be final.

#### **Suspension Without Pay for More Than Five Days:**

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

**Term employees:** The employment of a term employee may be suspended without pay for a period of more than five (5) days by action of the Superintendent for any conduct that, in the judgment of the Superintendent, is inappropriate. If the Superintendent intends to suspend a term employee without pay for more than five (5) days, the notice and hearing procedures prescribed for the dismissal of term employees shall be followed, except that the hearing officer shall be designated by the Superintendent and the findings of the hearing officer shall be a final decision. At the Superintendent's option, the Superintendent may request that the Governing Board act as the hearing officer. If the hearing officer or the Governing Board finds that there is no cause to suspend the employee without pay for more than five (5) days, the Superintendent may, after reviewing the findings, impose minor disciplinary action.



## **Dismissal:**

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

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

- Absence without leave
- Incompetence or inefficiency
- Abuse of leave
- Insubordination
- Alcohol or drug impairment
- Neglect of duty
- Child abuse or molestation
- Unauthorized possession of a weapon on school grounds
- Discourteous treatment of the public
- Unauthorized use of school property
- Dishonesty
- Unlawful conduct
- Excessive absenteeism
- Use of illegal drugs
- Fraud in securing employment
- Violation of a directive of a supervisor
- Improper attitude
- Violation of a District policy or regulation

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

The hearing shall be conducted by the Governing Board or by a person designated by the Governing Board within not less than five (5) work days and not more than thirty (30) calendar days after a request for hearing is submitted by the employee. The date of the hearing may be postponed by stipulation of the employee and the District, or by and in the sole discretion of the Governing Board or the hearing officer, or at the request of the aggrieved employee or the District for such reason or reasons as the Governing Board or hearing officer may deem appropriate. The employee may be represented at the hearing by counsel, at the employee's expense. The employee shall have the opportunity to present witnesses and to cross-examine any witnesses presented by the District. Formal rules of evidence shall not apply. A record of the hearing shall be made by use of a mechanical device.

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

**General Matters:**

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

The filing or pendency of a complaint or other form of grievance pursuant to this policy shall in no way limit or delay action taken by the supervisor or the Superintendent authorized by this policy to take such action. A complaint relating to minor disciplinary action, suspension without pay for more than five (5) days, or dismissal shall not be processed as a grievance. None of the procedures of this policy shall alter the status of an at-will employee.

**This policy does not apply to:**

- Any administrative recommendation or Governing Board action, discussion, or consideration involving the nonrenewal of a term employee.
- Ratings, comments, and recommendations made in the course of an evaluation of a support staff member.
- The decision of the Superintendent to place a support staff member on administrative leave.
- Counseling of or directives to a support staff member regarding future conduct.

***TERMINATION OF PROFESSIONAL STAFF MEMBERS***

**(Board Policy GCQF)**

**Categories of Misconduct:**

Certificated staff members may be disciplined for infractions that include, but are not limited to, the following categories:

- A. Engaging in unprofessional conduct.
- B. Committing fraud in securing appointments.
- C. Exhibiting incompetency in their work.
- D. Exhibiting inefficiency in their work.
- E. Exhibiting improper attitudes.
- F. Neglecting their duties.
- G. Engaging in acts of insubordination.
- H. Engaging in acts of child abuse or child molestation.
- I. Engaging in acts of dishonesty.
- J. Being under the influence of alcohol while on duty.
- K. Engaging in the illicit use of narcotics or habit-forming drugs.
- L. Being absent without authorized leave.
- M. Engaging in discourteous treatment of the public.
- N. Engaging in improper political activity.
- O. Engaging in willful disobedience.
- P. Being involved in misuse or unauthorized use of school property.
- Q. Being involved in excessive absenteeism.
- R. Carrying or possessing a weapon on school grounds unless they are peace officers or have obtained specific authorization from the appropriate school administrator.

**Statutory Requirements:**

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

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

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

**General Provisions for Discipline:** *Under A.R.S. 15-341*

General provisions for discipline are as follows:

- A. Informal consultation. Nothing contained herein will limit a supervising administrator's prerogative to engage in informal consultation with a certificated employee to discuss matters of concern related to the employee's performance, conduct, et cetera; however, when it is apparent that disciplinary action toward a certificated employee is likely to become a part of the certificated staff member's personnel record as permitted by A.R.S. 15-341, the procedures outlined herein shall be followed.
- B. Persons authorized to impose discipline. Any supervising administrator who is the immediate or primary supervisor of a certificated staff member is authorized to impose a penalty or penalties, short of dismissal. Only the Board may dismiss a certificated staff member.
- C. Notice. Any person who is required by this policy to give written notice to any other person affected by this policy may do so by any means reasonably calculated to give the recipient actual knowledge of the notice within a reasonable amount of time. When time is calculated from the date a notice is received, the notice is deemed to be received on the date it is hand delivered or three (3) calendar days after it is placed in the mail.
- D. Administrative discretion. In adopting these policies and procedures, it is the intention of the District that they be interpreted and applied in a reasonable fashion. The policies and regulations are not intended to restrict or eliminate the discretion traditionally afforded to supervising administrators to determine whether discipline is appropriate. Supervising administrators are therefore directed to continue to use reasonable discretion in determining whether a particular alleged violation merits discipline.
- E. Right not to impose discipline. The District reserves the right not to discipline a certificated staff member for conduct that violates this policy.
- F. Definition of work days. For the purposes of this policy, a work day is any day that the District's central administrative office is open for business.
- G. Additional reasons for discipline. A certificated staff member may be disciplined for conduct that has occurred but that, at or near the time of misconduct, was not the subject of or identified as a reason for a specific proceeding under this policy.

**Procedure for Discipline:** *Under A.R.S. 15-341*

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

**Step 1 - Notice:**

- A. Upon the supervising administrator's determination of the existence of cause to impose discipline, the supervising administrator shall notify the certificated staff member of intent to impose discipline.

The notice shall be in writing and shall be delivered in person or by first-class mail. The notice shall include the following:

1. The conduct or omission on the part of the certificated staff member that constitutes the reason for discipline.
2. A scheduled meeting time between the supervising administrator and the certificated staff member. Such a meeting shall be scheduled not more than ten (10) working days after the date the certificated staff member receives the notice.
3. A statement of the disciplinary action the supervising administrator intends to impose, including, if applicable, the number of days of suspension with or without pay.
4. Copies of any available relevant documentation, at the discretion of the supervising administrator.

**Step 2 - Discipline Hearing:**

- A. At the hearing, the supervising administrator shall discuss with the certificated staff member the conduct that warrants disciplinary action and shall provide the certificated staff member with any appropriate evidence and a copy of relevant documentation if not previously provided.
- B. The supervising administrator shall conduct the hearing in an informal manner, without adherence to the rules of evidence and procedure required in judicial proceedings.

**Step 3 - Decision (in writing):**

At the hearing, or within ten (10) working days following the hearing, the supervising administrator shall, in writing, inform the certificated staff member of the decision. If the decision is to impose discipline, written notice of the discipline shall be enclosed. The written notice of the decision shall state that a copy of the notice, decision, and a record of the disciplinary action shall be placed in the certificated staff member's personnel file and shall specify the date the discipline shall be imposed unless the certificated staff member files a written request for appeal within five (5) working days after the decision is delivered to the certificated staff member. If the certificated staff member requests an appeal of the decision, the imposition of any discipline shall be suspended pending the outcome of the appeal.

**Step 4 - Appeal:**

Discipline imposed may be appealed at the next organizational level, in writing, to the appropriate assistant superintendent or the Superintendent. Only when the discipline is determined by the Superintendent shall the appeal be to the Board, which, at its discretion, may appoint a hearing officer. The appeal shall contain a brief statement of the reasons why the certificated staff member believes the administrator's decision is incorrect. Appeal is limited to one (1) organizational level above the level of the supervising administrator who imposed the discipline. The appeal shall specifically describe the part of the determination with which the certificated staff member disagrees:

- A. Determination was founded upon error of construction or application of any pertinent regulations or policies.
- B. Determination was unsupported by any evidence as disclosed by the entire record.
- C. Determination was materially affected by unlawful procedure.
- D. Determination was based on violation of any statutory or constitutional right.
- E. Determination was arbitrary and capricious.
- F. The penalty was excessive.

The supervising administrator, the Superintendent, or, when appropriate, the Board or the Board-appointed hearing officer may, at the conclusion of the appeal, uphold the discipline, modify the decision, or refer the matter back to the level from which it was appealed for rehearing and additional information. Such decision, along with specific direction as to the effective date of any discipline, shall be communicated to the certificated staff member within a reasonable amount of time following the appeal, not to exceed seven (7) working days.

The assigned hearing officer shall, by use of a mechanical device, make a record of the appeal hearing.

This policy, under A.R.S. 15-341, does not apply to dismissal of a certificated staff member except to the extent that the Board may find, subsequent to dismissal proceedings, that a lesser form of discipline as set forth in this policy should be imposed. Not all administrative actions regarding a certificated staff member are considered "discipline," even though they may involve alleged or possible violations by the certificated staff member. This policy addresses only discipline and has no application to any of the following:

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

**General Provisions for Suspension Without Pay or Dismissal:** *Under A.R.S. 15-539*

**Step 1 - Notice:**

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

1. If charges presented to the Board for dismissal of a certificated person allege immoral conduct, the charge or a resignation involving such charges shall be reported to the Department of Education.
2. Whenever the statement of charges by the Superintendent allege immoral or unprofessional conduct as the cause for dismissal, the Board may adopt a resolution to file a complaint with the State Department of Education. Pending disciplinary action by the State Board, the certificated teacher may be reassigned by the Superintendent or the Governing Board may place the teacher on administrative leave and give notice to the teacher of the administrative leave of absence pursuant to A.R.S. 15-540.
3. As used in this policy, immoral conduct means any conduct that is contrary to the moral standards of the community and that reflects an unfitness to perform the duties assigned to the certificated staff member.

B. The Governing Board, upon adoption of a written statement charging a certificated teacher with cause for suspension without pay or dismissal, may immediately place the teacher on administrative leave of absence and give the teacher notice of the administrative leave of absence.

C. Written notice of the administrative leave of absence shall be served on the teacher personally or by United States registered mail addressed to the teacher at the teacher's last known address.

**Step 2 – Hearing for Suspension Without Pay or Dismissal:**

A. The Governing Board shall decide whether to hold a hearing on the dismissal or suspension of a certificated teacher without pay for a period of time longer than ten (10) days as provided in A.R.S. 15-541. The Governing Board directs that all hearings conducted pursuant to this section shall be conducted by a hearing officer.

B. The Board shall designate a hearing officer to:

1. hold the hearing,
2. hear the evidence,
3. prepare a record of the hearing, and
4. issue a recommendation to the Board for action.

C. If the parties cannot mutually agree on a hearing officer, a hearing officer shall be selected by the Governing Board from a list provided by the State Department of Education or the American Arbitration Association.

D. A hearing held pursuant to A.R.S. 15-541 may not be conducted by any hearing officer having a

personal interest which would conflict with the hearing officer's objectivity in the hearing.

E. The hearing shall be held:

1. not less than fifteen (15) days, nor
2. not more than thirty (30) days.
3. after the request is filed, unless all parties to the hearing mutually agree to a different hearing date.

F. Notice of the time and place of the hearing shall be given to the teacher not less than three (3) days before the date of the hearing.

G. The teacher may request that the hearing be conducted in public or private.

H. The Governing Board shall provide any officer, appointee, or employee to be considered or discussed at a meeting with written notice of the executive session as is appropriate but not less than twenty-four (24) hours for the officer, appointee, or employee to determine whether the discussion or consideration should occur at a public meeting.

I. At the hearing the teacher may appear in person and by counsel, if desired, and may present any testimony, evidence or statements, either oral or in writing, in the teacher's behalf.

J. An official record of the hearing, including all testimony recorded manually or by mechanical device, and exhibits shall be prepared by the Governing Board or the hearing officer.

K. The teacher who is the subject of the hearing may not request that the testimony be transcribed unless the teacher agrees in writing to pay the actual cost of the transcription.

L. Within ten (10) days after a hearing conducted by a hearing officer, the hearing officer shall deliver a written recommendation to the Governing Board that includes findings of fact and conclusions.

M. Parties to the hearing have the right to object to the findings of the hearing officer and present oral and written arguments to the Governing Board.

N. The Governing Board has an additional ten (10) days to determine whether good and just cause existed for the notice of dismissal or suspension and shall render its decision accordingly, either affirming or withdrawing the notice of suspension or dismissal. Good and just cause does not include religious or political beliefs or affiliations unless they are in violation of the oath of the teacher.

#### **Additional Provisions and Conditions:**

During the pendency of a hearing, neither the certificated staff member nor the supervising administrator shall contact the Superintendent or a Board member to discuss the merits of the supervising administrator's recommendation or charges and proposed discipline except as provided by this policy. No attempt shall be made during such period to discuss the merits of the charges with the person designated to act as hearing officer. The Governing Board shall keep confidential the name of a student involved in a hearing for dismissal, discipline, or action on a teacher's certificate, with exceptions as noted in A.R.S. 15-551.

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

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

#### **Teachers Working Under a Short-Term Certification:**

A teacher who holds a teaching intern certificate, an emergency teaching certificate or another type of nonstandard certificate, that is valid for one (1) year or less, may be dismissed by the Board effective ten (10) days after delivery of the notice of dismissal to the teacher without complying with the requirements of A.R.S. conditions found in 15-537, 15-538, or 15-541. Notice of the Board's authority to dismiss pursuant to this shall be included in each teacher's contract.

**ACA - Affordable Care Act Information:**

A full-time employee with HUSD = A work agreement or contract with a minimum FTE of .75 which equals 6 hours per day, 30 hours per week.

To be eligible for health insurance and other voluntary products through Kairos, you must meet the Full Time FTE-hours written in your work agreement or contract each month of your work calendar.

**If an employee falls under the 30 hours per week or 130 hours per calendar month, then the employee will lose their benefits with Kairos, which includes health insurance, for the following calendar month, and will then be on a month per month basis for qualification purposes. Additionally, A COBRA notice will then be mailed to the employee, and the full premium cost will be the responsibility of the employee.**

At HUSD, the method we use is the monthly measurement method. To make sure an employee stays in compliance, you must meet the 30 hours per week, or 130 hours per calendar month to keep health insurance and other voluntary products offered through Kairos for the following month. Paid leaves (Sick Leave, Personal Leave, Vacation), do count towards the 30 hours per week or 130 hours per calendar month, however, **Loss of Pay does not.**

Please click on the link below for the definition of Full - Time Employee in regards to the rules and regulations of the Affordable Care Act:

<https://www.irs.gov/affordable-care-act/employers/identifying-full-time-employees>

On a calendar month where 130 hours will not be available due to school calendars, then those months will be prorated based on days available to work per that school calendar.