

## 4-100 Employment Protocols

### © 4-101 Board Authority to Employ

Only the Governing Board, by official action taken in a properly noticed open meeting, may hire and terminate employees and determine salaries, wages, and benefits.

The Board may non-renew the employment contracts of certificated administrators or certificated psychologists for the ensuing school year prior to April 15.

The Board shall not issue contracts of employment to certificated teachers prior to March 15.

The Board may non-renew the employment contracts of probationary teachers for a stated reason. If the stated reason is inadequate classroom performance, the District must have provided the teacher an opportunity for improvement as required by law.

The District shall conduct background checks prior to employment of personnel and shall require individuals to maintain fingerprint clearance cards as designated in state law.

Adopted:

Legal Authority:

[A.R.S. § 15-106](#)

[A.R.S. § 15-502](#)

[A.R.S. § 15-503](#)

[A.R.S. § 15-509](#)

[A.R.S. § 15-512](#)

[A.R.S. § 15-534](#)

[A.R.S. § 15-534.04](#)

[A.R.S. § 15-536](#)

[A.R.S. § 15-538.01](#)

[A.R.S. § 15-538](#) *et seq.*

[A.R.S. § 15-1330](#)

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## **4-100 Employment Protocols**

### **© 4-101.A Procedure—Board Authority to Employ—Background Check**

All applicants for District employment must submit to a background check as required by [A.R.S. § 15-512](#) and [A.R.S. § 15-1330](#).

#### **A. Fingerprint Clearance**

The District shall fingerprint all personnel as a condition of employment as required by [A.R.S. § 15-512](#). If required by [A.R.S. § 15-106](#), an employee shall obtain and maintain an Identity Verified Print fingerprint clearance card.

#### **B. Pre-employment Inquiries**

Before employment, the schools shall make documented, good faith efforts to contact previous employers of applicants to obtain information relevant to the individual's fitness for employment and ability to perform the essential elements of the job based upon the applicant's skills, experience, training, and education.

#### **C. Criminal Background Disclosure**

All individuals who apply for employment with the District must disclose whether the applicant has pled guilty, pled no contest, has been convicted of or is awaiting trial for any of the specific crimes listed in [A.R.S. § 15-509](#). Applicants must disclose any proceeding in another state that is subject to the disclosure requirements of [A.R.S. § 15-509](#).

Personnel required to be fingerprinted or to obtain a fingerprint clearance card shall certify and notarize on forms that are provided by the District whether the individual is awaiting trial for any of the specific crimes listed in [A.R.S. § 41-1758.03](#), subsections B and C or [15-512](#) (D).

#### **D. Department of Education Educator Information System**

The District shall review the Arizona Department of Education's educator information system before employing a certificated staff member or a noncertificated person who works with students. The District shall not employ a certificated person with a suspended, surrendered, or revoked certificate or a non-certificated person who has been prohibited from employment by the State Board of Education.

Pursuant to [A.R.S. § 15-534](#), an applicant for certification who has been disciplined in another jurisdiction shall complete the disciplinary process before that person applies for certification in Arizona. Pursuant to [A.R.S. § 15-534.04](#), a noncertificated person who had been disciplined in another jurisdiction for immoral or unprofessional conduct must successfully complete the disciplinary process before employment by the District.

#### **E. Record Keeping**

The District shall document its pre-employment inquiries. The District's pre-employment inquiries shall remain confidential to the extent permitted by law.

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## 4-100 Employment Protocols

### © 4-102 Staff Assignments

The Superintendent has authority to assign employees to any position for which the employee is qualified and to assign additional or alternative job duties.

#### Positions

The Governing Board may approve job descriptions for newly added positions and substantial revisions to existing job descriptions. The Board may add or eliminate positions.

#### Work Calendars

The Board may approve work calendars for job classifications. Employees are required to attend all duty days as set forth in the employee's assigned work calendar.

#### Transfer of Certificated Teachers

The Superintendent shall take into consideration the current distribution of certificated teachers across all performance classifications and the needs of students when transferring any certificated teacher to an alternative position.

The Superintendent shall not transfer a continuing teacher designated in the ineffective performance classifications for two consecutive years to an alternative position at another school unless the District has issued a preliminary notice of inadequacy of classroom performance and a performance improvement plan for the teacher and the Board has approved the new assignment as in the best interests of the students in the receiving school. A teacher who continues to be designated in the developing or ineffective performance classifications shall not be permitted to transfer to another school. A teacher shall not be transferred more than once pursuant to this paragraph.

#### Duties of the Principals and Teachers

The Superintendent shall assign duties to the principals and teachers as necessary for District operations.

Principals shall distribute to students annually and at the time of enrollment all requisite notices, including rules pertaining to the discipline, suspension or expulsion of students.

Teachers shall take and maintain daily classroom attendance. Teachers shall make the decision to promote or retain a pupil in a grade in common school or to pass or fail a pupil in a course in high school, subject to review by the Board as provided in statute.

Adopted:

Legal Authority:

[A.R.S. § 15-501](#)

[A.R.S. § 15-502](#)

[A.R.S. § 15-341](#)

[A.R.S. § 15-537](#)

[A.R.S. § 15-544](#)

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## **4-100 Employment Protocols**

### **© 4-103 Employee Evaluations**

#### **Certificated Administrator Evaluations**

The Governing Board shall adopt an instrument and establish a system to evaluate the performance of certificated administrators that shall result in at least one evaluation of each administrator by the administrator's supervisor or designee each school year. The Board shall provide an opportunity for public discussion regarding the evaluation system for certificated administrators. The Board shall evaluate the Superintendent as per Policy 2-201.

#### **Principal Evaluations**

The Governing Board shall adopt an instrument and establish a system to evaluate the performance of principals that shall result in at least one evaluation of each principal by the principal's supervisor or designee each school year. The Board shall provide an opportunity for public discussion regarding the evaluation system for principals.

The adopted evaluation instrument shall be designed to improve principal performance and improve student achievement and shall include the use of quantitative data on the academic progress for all students. The quantitative data shall account for between twenty percent (20%) and thirty-three percent (33%) of the evaluation outcomes. The system shall describe the methods used to evaluate principal performance and job effectiveness, including a description of the data to be used and shall describe the evaluation outcomes.

The District shall designate principals in one of four performance classifications, designated as highly effective, effective, developing and ineffective.

#### **Certificated Psychologist Evaluations**

The Governing Board shall adopt an instrument and establish a system to evaluate the performance of certificated psychologists that shall result in at least one evaluation of each psychologist by the psychologist's supervisor or designee each school year. The Board shall provide an opportunity for public discussion regarding the evaluation system for certificated psychologists.

Each evaluator shall include recommendations as to areas of improvement in the performance of the certificated school psychologist if the performance of the certificated school psychologist warrants improvement. After transmittal of an observation or evaluation, the evaluator shall confer with the certificated psychologist to make specific recommendations as to areas of improvement in the certificated psychologist's performance.

The evaluator shall provide assistance and opportunities for the certificated psychologist to improve performance and shall follow up with the certificated psychologist after a reasonable period of time for the purpose of ascertaining whether the certificated psychologist is demonstrating adequate performance.

## Certificated Teacher Evaluations

The Board shall adopt an instrument and a system to evaluate the performance of certificated teachers that results in at least one evaluation of each certificated teacher by a qualified evaluator each school year. The term "qualified evaluator" is as defined in [A.R.S. § 15-501](#). The Board shall involve certificated teachers in the development and periodic evaluation of the teacher performance evaluation system as required by [A.R.S. § 15-538](#).

The adopted evaluation instrument shall be designed to improve teacher performance and improve student achievement and shall include the use of quantitative data on the academic progress for all students. The quantitative data shall account for between twenty percent (20%) and thirty-three percent (33%) of the evaluation outcomes.

### Performance Classifications

The District shall designate certificated teachers in one of four performance classifications as follows: highly effective, effective, developing and ineffective. The District shall report the performance classifications to the Arizona Department of Education as required by law.

### Incentives/Protections

The Board shall offer the following incentives or protections for certificated teachers:

- (a) The District may offer multiyear contracts not to exceed three (3) years to certificated teachers in the highest performance classification. The offer and acceptance of a multiyear contract does not exclude that certificated teacher from the application of Arizona statutes as follows: [A.R.S. § 15-538.01](#), [A.R.S. § 15-540](#), [A.R.S. § 15-541](#) or [A.R.S. § 15-549](#).
- (b) The certificated teacher may accept a multiyear contract offer or decline and accept a one (1) year contract.
- (c) A certificated teacher in one of the two highest performance classifications who agrees to work at a school that is assigned a letter grade of D or F may receive incentives as adopted by the Board.
- (d) The Board may adopt protections for teachers who are assigned to schools that are assigned a letter grade of D or F, which may include allowing a second qualified evaluator to perform an observation or the evaluation of the certificated teacher's classroom performance.
- (e) The Board may adopt protections for teachers whose supervising principal has received a classification of ineffective, which may include allowing a second qualified evaluator to perform an observation or the evaluation of the certificated teacher's classroom performance.

### Definition of Inadequate Classroom Performance

The Board's definition of inadequate classroom performance for a certificated teacher is as follows,

A teacher's classroom performance is inadequate if the certificated teacher:

1. Receives a rating of *does not meet standard* in one (1) or more of the standards-based professional practice elements in the teacher evaluation instrument.
2. Receives a *developing* rating in the same standards-based professional practice element(s) for two (2) consecutive years. Exceptions to this component include a teacher who is in the first or second year of employment with the District or have been reassigned to teach a new subject or grade level for the preceding or current year.
3. Continuing teachers whose overall teacher performance classification is designated in the *developing* classification for two (2) consecutive years.
4. Non-continuing teachers whose overall teacher performance classification is designated in the *ineffective* or *developing* classification for three (3) consecutive years.

#### Evaluation Procedures for Certificated Teacher

The District's performance evaluation system for certificated teachers shall include as follows:

- (a) The District shall require qualified evaluators to complete training.
- (b) A qualified evaluator shall conduct at least two actual classroom observations of the certificated teacher demonstrating teaching skills in a complete and uninterrupted lesson.
- (c) There shall be at least sixty (60) calendar days between the first and last observations.
- (d) The District may issue a preliminary notice of inadequate classroom performance based upon the first observation in a school year. The last observation may follow the issuance of a preliminary notice of inadequacy of classroom performance and be used to determine whether the teacher has corrected inadequacies and has demonstrated adequate classroom performance.
- (e) An observation shall not be conducted within two (2) instructional days of any scheduled period in which school is not in session for one week or more.
- (f) Within ten (10) business days after each observation, the qualified evaluator shall provide written feedback to the certificated teacher.
- (g) Summative annual evaluations shall be in writing or provided in an electronic format to the certificated teacher with a copy or access provided within five (5) calendar days after completion of the evaluation.
- (h) The certificated teacher may initiate a written reaction or response to the evaluation, which shall be kept with the evaluation.
- (i) The District shall include a plan for the use of quantitative data of student academic progress in evaluations of all certificated teachers. The plan may make distinctions between certificated teachers who provide direct instruction to students and certificated teachers who do not provide direct instruction to



students. The plan may include data for multiple school years and may limit the use of data for certificated teachers who have taught for less than two (2) complete school years.

(j) Each evaluation shall include recommendations as to areas of improvement in the performance of the certificated teacher if the performance of the teacher warrants improvement.

(k) After transmittal of an evaluation, the qualified evaluator or designee shall confer with the certificated teacher to make specific recommendations as to areas of improvement in the teacher's performance.

(l) The qualified evaluator or designee shall provide professional development opportunities for the certificated teacher to improve performance and follow up with the teacher after a reasonable period of time for the purpose of ascertaining that the teacher is demonstrating adequate performance.

(m) The Board waives the requirement of a second classroom observation for a continuing teacher whose teaching performance based on the first classroom observation places the teacher in one of the two highest performance classifications for the current school year, unless the teacher requests a second observation.

#### Preliminary Notice of Inadequate Classroom Performance and Performance Improvement Plan

The District may issue a preliminary notice of inadequate classroom performance and a corresponding performance improvement plan to any certificated teacher who has demonstrated inadequate classroom performance. The Board delegates responsibility to the Superintendent to issue any preliminary notice of inadequate classroom performance. The Superintendent shall provide notice to the Board of the issuance of a preliminary notice of inadequate classroom performance within ten (10) school days.

Under state law, the District must issue preliminary notices of inadequate classroom performance as follows:

(a) to any certificated teacher who receives a performance classification of ineffective on an annual summative evaluation; or

(b) to any certificated teacher who is in the second consecutive year of receiving a performance classification of developing or ineffective, unless that certificated teacher is in the first or second year of employment with the District or has been reassigned to teach a new subject or grade level for the preceding or current school year.

The certificated teacher shall have forty-five (45) instructional days to improve the teacher's inadequate classroom performance. The improvement plan may provide recommendations regarding needed improvements, opportunities to confer with the qualified evaluator, and suggestions regarding professional development.

#### Professionalism Concerns

If there is reliable and substantial evidence that a certificated teacher's failure to meet the standards of the components of the evaluation instrument is deliberate (the result of the employee's choice), the employee's failure to meet components of the evaluation instrument that pertain to classroom performance may be deemed unprofessional conduct rather than inadequacy of classroom performance.

The District is not required to provide certificated teachers with the opportunity to overcome or remediate unprofessional conduct prior to initiating discipline or dismissal action, nor is the District required to provide any employee with remediation opportunities for conduct that otherwise constitutes unprofessional conduct and/or conduct in violation of the law or the District's policies, administrative regulations, or procedures.

### Confidentiality

Copies of the observations, summative evaluations and performance classification of a certificated teacher are confidential, do not constitute a public record and shall not be released or shown to any person except as permitted by statute as follows:

- (a) to the certificated teacher;
- (b) to authorized District officers and employees for all personnel matters regarding employment and contracts and for any hearing that relates to personnel matters;
- (c) to school districts and charter schools that inquire about the performance of the teacher for prospective employment purposes; or
- (d) for introduction in evidence or discovery in any court action between the Board and the certificated teacher in which either: (1) the competency of the teacher is at issue or (2) the evaluation and performance classification were an exhibit at a hearing, the result of which is challenged.

When the District receives evaluation information about a certificated teacher from another district, the District's human resources department shall use this information solely for employment purposes and shall not release this information to or allow access to this information by any other person, entity, school district or charter school unless permitted by law.

### Appeal

If the evaluation of a certificated administrator, certificated psychologist or certificated teacher will be used as criteria for establishing compensation, the employee may appeal an evaluation with which the employee disagrees by filing a notice of appeal with the qualified evaluator performing the evaluation within five (5) calendar days after receipt of the evaluation. The notice shall state why the employee disagrees with the evaluation. The appeal shall be reviewed by the supervisor of the qualified evaluator or designee. The reviewing supervisor may, but is not required, to meet with the employee. The reviewing supervisor shall issue a written decision on appeal within ten (10) calendar days after receipt of the notice of appeal. The decision of the reviewing supervisor shall be final.

### Non-Certificated Administrators

The Board may establish a system to evaluate the performance of non-certificated administrators in the District that may result in at least one evaluation of each administrator by the administrator's supervisor or designee each school year.

### Support Staff Evaluations

The Board may adopt or establish a system to evaluate the performance of support staff in the District that may result in at least one evaluation of each support staff employee by the employee's supervisor or designee each school year. Employees in the first year of employment may be evaluated ninety (90) days after the first day of work.

Adopted:

Legal Authority:

[A.R.S. § 15-241](#)

[A.R.S. § 15-341](#)

[A.R.S. § 15-501](#)

[A.R.S. § 15-503](#)

[A.R.S. § 15-536](#)

[A.R.S. § 15-537](#)

[A.R.S. § 15-538](#)

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## **4-100 Employment Protocols**

### **© 4-104 Employee Discipline**

The District may exercise its authority to discipline an employee for misconduct that occurs:

- during the course of the employee's work day;
- while the employee is on District property or while participating in school or work related events;
- before or after regular work hours if the employee is engaged in activities on behalf of the District;
- off campus and during nonworking hours, if there is a sufficient relationship between the employee's conduct and the District's legitimate interests; or
- in any other circumstance in which the District can lawfully exert its authority to discipline an employee for misconduct.

Supervising administrators are expected to exercise discretion in determining whether a particular alleged violation merits discipline. Possible consequences for misconduct may include non-disciplinary action and/or disciplinary action.

If alleged conduct may also be a violation of Title IX of the Education Amendments of 1972, the District shall also comply with the rights, responsibilities and protections required by that statute and Policy 1-203.

#### **Non-Disciplinary Actions**

Non-disciplinary actions include but are not limited to:

1. informal consultations or counseling;
2. verbal warnings;
3. letters of direction or memoranda containing directives or instructions for future conduct;
4. evaluation procedures or the resulting evaluations;
5. reassignments;
6. administrative leave with pay;
7. non-renewals of employment for the ensuing school year; or
8. civil and/or criminal reporting.

The procedures outlined below do not apply to non-disciplinary actions.

#### **Disciplinary Actions**

Disciplinary actions include but are not limited to:

1. letters of reprimand;
2. suspension without pay for up to ten (10) work days;
3. suspension without pay for more than ten (10) work days; or
4. dismissal.

#### Procedures Regarding the Issuance of Letters of Reprimand/Suspension without Pay for up to Ten Work Days

The following procedures will be followed when a situation arises that may result in the imposition of a letter of reprimand or suspension without pay for up to ten (10) work days:

1. *Notice of charge(s)*. The supervising administrator or a designated District-level administrator will provide the employee with verbal or written notice of the charges against the employee.
2. *Opportunity to Respond*. The employee will be provided the opportunity to provide a response to the charges. The employee will also be offered the opportunity to provide the administrator with any relevant documents and the names of any witnesses having relevant information.
3. *Complete Investigation*. The administrator will conduct any further investigation that appears necessary to help ensure that the information upon which the proposed disciplinary action is based is complete and accurate.
4. *Decision Regarding Discipline*. The administrator will make a decision regarding what disciplinary action, if any, to impose.
5. *Written Notice Regarding Discipline*. If the administrator decides no discipline is warranted, the administrator will provide this information in writing to the employee. If the administrator decides to issue a letter of reprimand or impose a suspension without pay for up to ten (10) work days, the administrator will provide the employee with written notice of the decision. The written notice should contain the following information:
  - a. a statement of the disciplinary action being taken;
  - b. the factual basis for the disciplinary action;
  - c. any special conditions or limitations to be placed upon the employee during the disciplinary period, if any (e.g., requirement to remain off District property during period of suspension);
  - d. notice that the employee may prepare a written response and that the employee's written response will be attached to the notice of disciplinary action;
  - e. a statement that the written notice regarding discipline will be placed in the employee's personnel file; and

- f. notice of the employee's right to appeal the decision.
6. *Employee's signature on notice of discipline.* The employee will be directed to sign the notice of disciplinary action to affirm receipt of the document. The employee's signature on the notice will not be deemed to signify the employee's agreement with its contents. An employee's refusal to sign the notice shall be considered an act of insubordination for which separate or additional discipline may be imposed.
7. *Appeal of Discipline.* The employee may appeal the disciplinary decision within five (5) work days of the date of the decision or the right to appeal is waived. The appeal must be submitted to the Superintendent (or designated decision maker), and contain any relevant documents and include the following information (to the extent necessary to support the employee's appeal):
- a detailed explanation of what facts, if any, the employee believes the administrator omitted, misunderstood or improperly considered in the decision making process;
  - a detailed explanation of what conclusions, if any, the employee believes the administrator incorrectly or improperly made based upon the facts at issue (e.g., why the disciplinary action is not warranted or is too harsh);
  - a detailed explanation of what violations of procedure, or law, if any, the employee feels the administrator committed relative to the investigation of the employee's misconduct or the disciplinary decision; and/or
  - any other information the employee believes is relevant to the matter.
- If the discipline was imposed by the Superintendent, the employee's appeal will be considered to be a request for reconsideration.
8. *Stay of discipline pending outcome of appeal.* Imposition of the disciplinary action will be postponed pending the outcome of the appeal.
9. *Decision On Appeal.* The Superintendent may make a decision regarding the appeal based upon the written record or may invite the parties to meet for the purpose of presenting additional information, clarification or explanation. The Superintendent's decision is final, unless the Superintendent has affirmed the Superintendent's own decision on appeal.
10. If the Superintendent has affirmed the Superintendent's own decision on appeal, the employee may then request that the Superintendent submit the appeal to the Governing Board. The Board may choose to consider the appeal itself or may appoint a hearing officer to do so.
11. *Written Decision On Appeal.* The Superintendent or hearing officer will make every effort to provide the parties with a written response to the appeal within fourteen (14) work days from the date the appeal was submitted. If the Board is considering the appeal, the Board will generally act upon the appeal at the next regularly scheduled Board meeting following submission of the appeal or as soon thereafter as is practicable.

The District shall provide certificated employees with notice, hearing and appeal procedures if required by state law prior to imposing a suspension without pay for more than ten (10) work days.

The District shall follow the procedures listed above prior to imposing a suspension without pay for more than ten (10) work days for support staff or non-certificated employees.

#### Procedures for Dismissal

The District shall provide certificated employees with notice, hearing and appeal procedures if required by state law prior to imposing a dismissal.

The District shall follow the procedural requirements outlined in Policy 4-105 regarding the termination of support staff and non-certificated employees.

Adopted:

Legal Authority:

[A.R.S. § 15-341](#)

[A.R.S. § 15-538.02](#)

[A.R.S. § 15-539](#) *et seq.*

[A.R.S. § 15-541](#)

[A.R.S. § 15-550](#)

[20 U.S.C. § 1681](#)

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## **4-100 Employment Protocols**

### **© 4-105 Employee Termination**

#### **A. Certificated Employees**

The termination of a certificated employee who is under contract for the major portion of the school year is governed by state law, including but not limited to [A.R.S. § 15-538.01](#); [A.R.S. § 15-538.02](#), [A.R.S. § 15-539](#), [A.R.S. § 15-541](#) and [A.R.S. § 15-550](#).

#### **B. Support Staff and Non-Certificated Employees: At-Will Employees**

Unless the employee and the Governing Board sign a written agreement to the contrary, support staff and other non-certificated employees are employed at the will of the employee and the Board. This means that support staff and other non-certificated employees may resign without prior notice at any time for any reason or no reason. It also means that support staff and other non-certificated employees may be dismissed by the Board without prior notice at any time for any reason or no reason. No employee shall be dismissed for a legally impermissible reason (including but not limited to protected First Amendment expression, race, color, sex, religion, national origin, or disability).

The Superintendent is authorized to place support staff and other non-certificated employees on administrative leave with pay until the Board decides whether to dismiss the employee.

Nothing in this or any other District policy or document is intended to create any property or contract right to employment for any support staff or other non-certificated employee for any specific period of time. Except as set forth in a written agreement for employment for a specific time period, signed by the employee and the Board, any references in any District document or policy that includes specific time periods (such as "hourly," or "weekly," or "annual") or specific benchmarks are intended to be descriptive only, and do not constitute or evidence any agreement to employ any support staff or other non-certificated employee for such time.

No supervisor or other employee may modify any employee's at-will status, and any attempt to do so is void and of no effect. No employee should rely on any statement made by any person that is contrary to this Policy.

#### **C. Support Staff and Non-Certificated Employees: Term Employees**

A "term employee" is a support staff employee or non-certificated employee who is a party to a written employment agreement or contract signed by the employee and the Board that sets forth a specific term of employment ("Term Employee"). The term of a written employment agreement or contract of a Term Employee's employment may not exceed one fiscal year.

A Term Employee may be terminated during the term of the employment agreement for good cause.



If the Superintendent determines that a Term Employee should be terminated during the term of the employment agreement, the Superintendent shall prepare a notice of recommended termination and shall send it to the employee. The notice may be hand-delivered, sent certified or first-class mail, or by electronic means. The notice shall include at least the following:

1. that the Superintendent is recommending that the Term Employee's employment be terminated;
2. a statement of the reasons for the recommendation;
3. that no later than five (5) work days after the date of the notice, the employee may request a meeting with the Superintendent to discuss the recommendation;
4. that no later than five (5) work days after the meeting described above, or ten (10) work days after the date of the notice, whichever is longer, the employee may request a hearing on the recommended termination by submitting a written request to the Superintendent; and
5. if the Term Employee does not request a hearing, that the Superintendent's recommendation for termination shall be placed on a Board agenda and the Board may terminate the Term Employee with no further process.

#### D. Hearing Process for Term Employees

If the Term Employee requests a hearing, the matter will be assigned to an independent (non-District-employee) hearing officer, appointed by the Board. The hearing officer shall hold the hearing no later than ten (10) work days after the hearing officer is appointed and shall provide the employee at least (5) work days' notice of the hearing date. The hearing shall be recorded.

At the hearing, the District administration bears the burden of proof to show that the Term Employee engaged in conduct that constitutes good cause for termination. The hearing shall be informal, without strict adherence to the rules of evidence. At the hearing, both the Superintendent and the Term Employee may call witnesses, may cross-examine the other's witnesses, and may introduce other relevant evidence. The Superintendent and the Term Employee may be represented by legal counsel. The Term Employee's legal counsel, if any, shall be at the employee's expense. If the Term Employee intends to be represented by legal counsel, the Term Employee must provide notice to the hearing officer and the Superintendent of such representation no less than three (3) work days prior to the date of the hearing.

Within ten (10) work days after the conclusion of the hearing, the hearing officer shall issue a written report to the Board. The report shall include findings of fact, conclusions (if warranted), and a recommendation. At the next available Board meeting, the Board shall consider the hearing officer's report and recommendations. The Board's review shall be based on the record before the hearing officer with no new evidence or argument being permitted.

The review shall occur in executive session unless the Term Employee requests that it occur in public session.

The Board shall either affirm, modify or reject the hearing officer's recommendation regarding the employee's dismissal. The decision of the Board shall occur in public meeting. The Board's decision is final.

Adopted:

Legal Authority:

[A.R.S. § 15-341](#)

[A.R.S. § 15-502](#)

[A.R.S. § 15-538.01](#)

[A.R.S. § 15-538.02](#)

[A.R.S. § 15-539](#) *et seq.*

[A.R.S. § 15-541](#)

[A.R.S. § 15-550](#)

[20 U.S.C. § 1681](#)

[A.R.S. § 23-1501](#)

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## **4-100 Employment Protocols**

### **© 4-106 Reduction in Force**

The Governing Board may eliminate the position of any staff member to effectuate economies in the operation of the District or to improve the efficient administration of the schools or operations of the District. The Board may consider a reduction in force ("RIF") due to budget constraints, funding reductions, and/or reorganization due to program or function changes, modification, elimination, or redirection. The Board shall not use tenure or seniority in determining which certificated teachers are retained.

#### **Procedures**

The Superintendent shall submit recommendations to the Governing Board for the elimination of District positions and the corresponding termination of District employees filling the relevant positions.

In determining which employees will be affected by a RIF, the District has discretion to use one or more of the following guidelines:

1. Potential to reduce cost through attrition.
2. District educational program needs.
3. Possession of qualifications, certifications and endorsements required for positions necessary to meet District educational program needs.
4. Overall general experience.
5. Completion of job related trainings.
6. Past contributions to District educational program needs.
7. Employee performance.
8. Employee adherence to workplace expectations.
9. Other factors relevant to continuity of District operations.

#### **Action/Notification**

The Superintendent shall recommend that the Board separate employment with specific individuals due to a proposed RIF by recommending the employee's termination or non-renewal of employment. The employee is not entitled to any right to appeal the employee's selection for the RIF. Upon Board action, the District shall promptly notify the employee in writing.

Adopted:

Legal Authority:

[A.R.S. § 15-502](#)

[A.R.S. § 15-544](#)



## **4-100 Employment Protocols**

### **© 4-107 Personnel Records**

The District's Human Resources department is responsible for establishment and maintenance of official personnel records for all District employees.

#### **Content**

Employees shall complete an oath of office as required by state law. The District shall maintain a copy of the completed oath.

The Superintendent may establish procedures or protocols regarding what information shall be maintained with respect to applicants and initial hires, but shall maintain documentation consistent with federal and state laws.

The District shall maintain a copy of all employment contracts or notices of appointment, reclassification or salary changes, performance related documentation, and any resignation or termination documentation.

Any formal discipline issued shall be maintained in the personnel file. No employee shall have authority to purge discipline records from a personnel file without written approval from the Superintendent.

#### **Prohibited Content**

Under no circumstances should personnel files contain non-job-related documents, such as garnishments or immigration records, which shall be kept separately.

Information related to employee grievances, appeals or employee complaints of discrimination or harassment shall be retained separately from the personnel records.

The District shall maintain all confidential benefits records separately from the official personnel records, including but not limited to confidential leave, disability, and medical records.

#### **Access**

The District shall limit access to personnel files to authorized users for authorized purposes. The District shall provide access to law enforcement, regulatory agencies or outside individuals as required by law.

District employees shall follow security controls to protect an employee's social security number as required by law. The District shall also limit access to confidential medical files.

The District shall permit an employee or a former employee to inspect the employee's personnel file by appointment during regular business hours. The employee may also authorize the release of the employee's personnel file by written designation.

Adopted:

Legal Authority:

[A.R.S. § 15-502](#)

[A.R.S. § 15-537](#)

[A.R.S. § 23-926](#)

[A.R.S. § 38-233](#)

[A.R.S. § 44-1373](#)

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## **4-200 Employee Responsibilities**

### **© 4-201 Employee Code of Conduct**

Each District employee is expected to further the District's mission to educate all students and to support their learning potential. The Governing Board has created this Code of Conduct to set expectations for staff conduct.

The Board expects each employee to adhere to the standards set forth below.

While this Code of Conduct provides guidance and District requirements regarding employee conduct, it does not provide a complete listing.

#### **Expectations**

Employees shall:

1. Create and maintain appropriate relationships with students, staff, parents and community members that are founded on trust and respect.
2. Maintain appropriate professional boundaries with students at all times.
3. Act in a professional, respectful, fair and dignified manner when interacting with students, parents, co-workers, supervisors and community members.
4. Act with the goal of furthering the growth and welfare of students as the primary objective.
5. Make reasonable efforts to protect students from conditions harmful to learning, health, well-being or safety.
6. Complete job duties with integrity and responsibility.
7. Maintain all requisite certifications, endorsements and a fingerprint clearance card if required for the position.
8. Perform only District work during District working-time.
9. Comply with all requirements as a mandatory reporter and report all crimes or suspected crimes as required by law or as set forth in Policy 4-204.
10. Provide honest, accurate and timely information to supervisors and administrators.
11. Maintain confidentiality with respect to student information and as directed or required by law.
12. Avoid conflicts of interest and acceptance of gifts in violation of procurement responsibilities.
13. Honor all contractual commitments.
14. Protect and secure District property.
15. Account for all funds collected from pupils, parents, or school personnel.

16. Abide by security or administration procedures and copyright restrictions during the administration of a test or assessment.
17. Promote the proper use of all District equipment and materials, including but not limited to District technology.
18. Obtain prior written authorization from the employee's immediate supervisor prior to working any overtime, if the employee is non-exempt.
19. Follow all workplace controls to prevent workplace accident, injury and/or exposure, including following universal precautions when necessary and completing all requisite training.
20. Report to work on time and be prepared for duty.
21. Direct criticism regarding workplace concerns to the relevant District administrator.
22. Use copyrighted materials only for educational purposes and within the generally accepted uses set forth by applicable law.
23. Dress according to professionally accepted standards and as directed.
24. Comply with applicable District policies, procedures, and lawful directives.
25. Comply with applicable federal and state laws, regulations and rules.

### Prohibitions

Employees shall not:

1. Discriminate against any student, school employee or visitor based upon race, national origin, religion, sex, including sexual orientation, disability, color, or age or any other protected category.
2. Engage in sexual harassment or harassment on the basis of a protected category.
3. Physically or verbally abuse any individual.
4. Make any sexual advance towards any student or minor, either verbal, written, or physical.
5. Engage in sexual activity, a romantic relationship, or dating of a student or minor.
6. Unlawfully threaten or intimidate any individual by word or conduct.
7. Use profanity or abusive language or gestures.
8. Engage in conduct for the purpose or with the intent of embarrassing or disparaging a student, parent/legal guardian or visitor.
9. Disrupt or assist with the disruption of any District activity.



10. Illegally possess, use, or be under the influence of marijuana, dangerous drugs or narcotic drugs, or other controlled substance.
11. Possess, consume, or be under the influence of alcohol on District property or at school-sponsored activities unless permitted by statute or policy.
12. Possess a weapon on District property without legal authority.
13. Use school equipment to access pornographic, obscene, or illegal materials.
14. Deliberately suppress or distort information or facts relevant to a student's academic progress.
15. Misrepresent or falsify student, classroom, school, or District-level data from the administration of a test or assessment.
16. Retaliate or take reprisal against any individual who files a report regarding gross mismanagement, significant waste of funds, abuse of authority, threats to safety, violations of policy, or regarding other matters as protected by state or federal law.
17. Use the employee's position for improper purpose, including but not limited to, personal gain through political, social, religious, economic, or other influences.
18. Falsify or misrepresent documents, records, or facts related to professional qualifications or educational history or character.
19. Assist in obtaining a professional certification or employment of a person the employee knows to be unqualified to hold a position.
20. Accept gratuities or gifts that influence judgment in the exercise of professional duties.
21. Submit fraudulent requests for reimbursement of expenses or for pay.
22. Be absent without leave or fail to follow District procedures regarding absences.
23. Engage in outside employment that interferes with the employee's assigned job duties, creates a conflict of interest, or results in the unauthorized use of any District facilities or materials.
24. Provide private services for pay or remuneration to a student or the family of a student who is currently in the employee's class or under the employee's direction or control for a District-sponsored activity, or for whom the employee provides professional services through the school. "Services" include, but are not limited to, private instruction of any type, including private tutoring, private academic, music, art, or athletic instruction, or related services as defined in the Individuals with Disabilities Education Act (IDEA).
25. Use District or school facilities for purposes not directly related to the employee's job duties, unless approved in accordance with Policy 3-202.

26. Remove District property from the District without prior authorization of the Superintendent.
27. Join or support organizations that advocate for the overthrow of the government.
28. Use school resources to influence the outcome of an election.
29. Use sectarian or denominational books, teach any sectarian doctrine, or conduct religious exercises in school.
30. Apply for a grant or other outside funding (including crowd funding) or solicit donations without the prior authorization of the Superintendent.
31. Engage in unprofessional or immoral conduct or conduct unbecoming to the profession.

### Use of Physical Force

An employee is permitted to use reasonable and proportionate physical force on a student only to the extent necessary to maintain order or to prevent the physical injury of the student or others. Verbal provocation is typically insufficient justification for the use of physical force.

The use of restraint and seclusion is addressed in Policy 5-406.

### Investigation of Alleged Violations

When an employee is alleged to have violated District policy, the supervising administrator or other designee shall conduct an investigation appropriate to the situation to determine if the alleged misconduct occurred, and if so, what remedial or other action should be taken.

Discipline, suspension and dismissal of staff shall be handled in accordance with Board policy and/or state law.

Adopted:

Legal Authority:

[A.R.S. § 13-403](#)

[A.R.S. § 13-2911](#)

[A.R.S. § 13-3102](#)

[A.R.S. § 13-3111](#)

[A.R.S. § 13-3411](#)

[A.R.S. § 13-3620](#)

[A.R.S. § 15-153](#)

[A.R.S. § 15-341](#)

[A.R.S. § 15-342](#)

[A.R.S. § 15-501](#)

[A.R.S. § 15-501.01](#)

[A.R.S. § 15-507](#)

[A.R.S. § 15-511](#)

[A.R.S. § 15-514](#)

[A.R.S. § 15-515](#)

[A.R.S. § 15-535](#)

[A.R.S. § 38-231](#)

[A.R.S. § 38-501](#) *et seq.*

[A.R.S. § 38-532](#)

[Ariz. Admin. Code R7-2-1308](#)

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## 4-200 Employee Responsibilities

### © 4-202 Staff/Student Boundaries

District staff are expected to maintain appropriate boundaries with students consistent with professional, ethical, and legal standards. District staff shall **not** engage in any of the following behaviors with a student:

1. Flirtatious communication, including commenting on a student's attractiveness, appearance, or dress.
2. Banter, allusions, jokes, or innuendos of a sexual nature.
3. Confiding in a student on a personal and private matter.
4. Except in the case of counselors, inviting a student to confide in a staff member on a personal and private matter.
5. Socializing with a student outside of school or a school activity.
6. Giving or receiving a personal gift.
7. Asking a student to keep a secret.
8. Peer-like language and behavior.
9. Having personal private contact with a student.
10. Being alone with a student behind a closed door or in a confined space.
11. Physical contact that lacks a legitimate educational purpose.
12. Sending a student on a personal errand.
13. Providing tobacco, alcohol, or drugs to a student or failing to report a student's use of such substances.
14. Transporting a student in a private vehicle without administrative approval.
15. Sharing a room with a student on an overnight trip.
16. Visiting a student's home or allowing a student to visit a staff member's home without approval from the student's parent/legal guardian and the staff member's supervisor.
17. Sharing intimate or revealing photos or images or asking a student to share intimate or revealing photos or images.
18. Favoring a student with special treatment or privileges.
19. Addressing a student by a personalized term of endearment or pet name or allowing a student to address a staff member by a personalized term of endearment or pet name.

District staff should only use District approved technologies and programs when communicating electronically with students and/or parents/legal guardians.

Any District staff member that violates this Policy is subject to disciplinary action, including suspension without pay and termination of employment.

Adopted:

Legal Authority:

[A.R.S. § 15-341](#)

[Ariz. Admin. Code R7-2-1307](#)

[Ariz. Admin. Code R7-2-1308](#)

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## **Staff/Student Boundaries**

### **© 4-202.A Procedure - Staff/Student Boundaries - Social Media and Cell Phone Use**

All District employees are encouraged to adhere to the Arizona State Board of Education best practices for social media and cellular telephone use between school personnel and students.

[Social Media and Cell Phone Use Guidance between School Personnel and Students](#)

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## **4-200 Employee Responsibilities**

### **© 4-203 Student Supervision**

District personnel are expected to adequately supervise students in instructional and noninstructional activities. Adequate supervision generally requires that a staff member have a line of sight to a student while at school or participating in a school activity. Exceptions to the line of sight include brief periods when a student is in a bathroom, locker room, passing between classes, sent on a campus errand, or comparable situations. Additionally, no staff member is to share a room with a student on an overnight trip unless specifically authorized in writing by the Superintendent.

Adopted:

Legal Authority:

[A.R.S. § 15-341](#)

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## **4-200 Employee Responsibilities**

### **© 4-204 Mandatory Reporting**

All school employees are mandatory reporters under state law.

#### **Child Abuse Reports**

Any employee who reasonably believes that a minor is or has been the victim of physical injury, abuse, child abuse, sexual abuse, sexual conduct with a minor, sexual assault, molestation, sexual exploitation of a minor, incest, child prostitution, or neglect that appears to have been inflicted on the minor by other than accidental means shall immediately report this information to a peace officer or the Department of Child Safety.

Employee obligations as mandatory reporters also extend to conduct between students or minors.

Pursuant to [A.R.S. § 15-514](#), District employees must also file a report with the State Board of Education when the employee reasonably suspects or receives a reasonable allegation that a certificated or non-certificated District employee has engaged in conduct involving minors that would be subject to the reporting requirements set forth above and in state law. The report shall be made in writing as soon as is reasonably practicable, but not later than three (3) business days after the person first suspects or receives an allegation of this conduct.

#### **Vulnerable Adult Abuse or Neglect**

An employee who, when acting in the scope of his or her employment, reasonably believes that a vulnerable adult (age 18 years or older) is or has been the victim of abuse or neglect must report or cause a report to be made of such information to a law enforcement officer or an Adult Protective Services worker of the Arizona Department of Economic Security (ADES). For the purpose of this reporting duty:

- "Vulnerable adult" means an adult who is unable to protect himself or herself from abuse, neglect, or exploitation by others because of a physical or mental impairment.
- "Abuse" means intentional infliction of physical harm, injury caused by negligent acts or omissions, unreasonable confinement, or sexual abuse or sexual assault.
- "Neglect" means a pattern of conduct without the person's informed consent, resulting in deprivation of food, water, medication, medical services, shelter, or other services necessary to maintain minimum physical or mental health.

Such reports must be made immediately by telephone, in person, or by other means as prescribed by ADES or a local law enforcement agency.

#### **Reporting of Suspected Crimes or Incidents**

District employees must report when the employee has been arrested for or charged with a nonappealable offense as listed in [A.R.S. § 41-1758.03](#).

District employees have specific statutory obligations to report criminal activity on District property or using District equipment, including but not limited to as follows:

1. any suspected crime against a person or property that is a serious offense as defined in [A.R.S. § 13-706](#);
2. any conduct that involves a deadly weapon, dangerous instrument, or serious physical injury, or any conduct that poses a threat of death or serious physical injury to an employee, student, or other person on District property.
3. anyone who possesses, uses, or intends to sell any marijuana, peyote, or dangerous, narcotic or prescription-only drugs in a drug free school zone. A drug free zone is defined as the area within three hundred feet of a school or its accompanying grounds, any public property within one thousand feet of a school or its accompanying grounds, a school bus stop, or on any school bus or bus contracted to transport pupils to any school.

Reports of suspected crimes or incidents shall be made to local law enforcement. Employees shall inform their supervisors when a report has been made.

#### Mandatory Posting

Each school shall post a sign in a clearly visible location in a public area of the school that is readily accessible to students that contains all of the following:

1. in boldfaced type, the telephone number of the centralized intake hotline concerning suspected abuse and neglect of children;
2. instructions to call 911 for emergencies; and
3. directions for accessing the website of the Department of Child Safety for more information on reporting child abuse, child neglect, and the exploitation of children.

#### Reports to Arizona Department of Education

If the Superintendent reasonably suspects or receives a reasonable allegation that a certificated or non-certificated District employee has committed an immoral or unprofessional act that would constitute grounds for dismissal or criminal charges, the Superintendent is required to report that conduct to the State Board of Education. The District must make this report prior to accepting the individual's resignation.

#### Reports regarding Bullying, Harassment, Intimidation, or Hazing

District employees are responsible for reporting conduct that is considered to be bullying, harassing, intimidating, or hazing. Reports shall be made in conformance with Policy 5-408 or Policy 5-409.

#### Reports of Injury

District employees are required to immediately report any exposure, accident, or injury that occurs in the course and scope of the performance of their job duties to their supervisor immediately. Failure to do so may preclude a worker's compensation claim.

### Reports of Communicable Diseases

District employees are required under administrative regulation to report suspected or confirmed communicable diseases contracted by a student or staff member to the local and state health authorities.

### Reports to Parents

The parent or legal guardian of a student has the right be notified promptly if a District employee suspects that a criminal offense has been committed against the child by someone other than a parent, unless the incident has first been reported to law enforcement and notification of the parent would impede a law enforcement or Department of Child Safety investigation.

### Training

The District shall conduct training regarding mandatory reporting responsibilities in compliance with [A.R.S. § 15-245](#).

### Retaliation Prohibited

A District employee or public officer who has control over personnel decisions shall not take unlawful reprisal or retaliation against an employee because the employee reports, in good faith, information as required by this Policy or state law.

### Immunity

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

District employees are expected to report conduct to assist with the orderly operation of District services. This Policy is not all inclusive.

Adopted:

Legal Authority:

[A.R.S. § 1-602](#)

[A.R.S. § 8-201](#)

[A.R.S. § 13-705](#)

[A.R.S. § 13-706](#)

[A.R.S. § 13-3411](#)

[A.R.S. § 13-3620](#)

[A.R.S. § 15-153](#)

[A.R.S. § 15-160.01](#)

[A.R.S. § 15-341](#)

[A.R.S. § 15-514](#)

[A.R.S. § 23-905](#) *et seq.*

[A.R.S. § 41-1758.03](#)

[A.R.S. § 46-454](#)

[Ariz. Admin. Code R7-2-1308](#)

[Ariz. Admin. Code R9-6-201](#) *et seq.*

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## **Mandatory Reporting**

### **© 4-204.A Procedure - Mandatory Reporting - Child Abuse Reporting**

All District employees who reasonably believe that a minor is or has been the victim of child abuse or neglect will **immediately** report to Department of Child Safety (DCS) or to the appropriate law enforcement agency.

#### **A. Filing Reports**

The person to whom the disclosure was made should be the person to contact DCS and/or law enforcement. It is insufficient to report abuse to a supervisor; the employee who receives the information is the mandatory reporter.

If the suspected abuse is believed to have occurred within the family unit, the report should be made to DCS, using the state hotline number 1-888-767-2445 or online at <https://dcs.az.gov/services/suspect-abuse-report-it-now>.

If the allegation of suspected abuse is directed at a person who does not have guardianship, custody, or control of the child, the report should be made to law enforcement only.

All emergencies where a child faces an immediate risk of abuse or neglect must be made immediately by calling 911 or 1-888-767-2445.

In the case of visible injury and imminent threat to the safety of a child, staff should contact local law enforcement or 911, and follow up with a call to DCS to file a report.

For non-emergency reports, employees shall electronically submit reports online at <https://dcs.az.gov/services/suspect-abuse-report-it-now>.

Once the report has been made to DCS, employees must submit written notification to the principal or supervisor by the next workday.

A written report must be filed with the Arizona Department of Education within three (3) business days if allegation of suspected abuse is directed at a person who is a certificated or non-certificated individual.

#### B. Questioning Students

If the child has not spontaneously provided the following information about the alleged abuse, only these exact questions should be asked as needed to complete the information:

- (1) What happened?
- (2) Who did it?
- (3) Where were you when it happened?
- (4) When did it happen?

Employees should document verbatim the questions and child's statements. Employees should not allow anyone else to question or examine the student. Employees shall not contact a parent or provide information to a parent regarding a DCS report unless otherwise permitted by law. Employees should NOT make any promises to the child about next steps.

If photos are needed, law enforcement must take those photos. DCS does not take photos as they would not be admissible in a legal proceeding.

If DCS and/or law enforcement come to school to investigate, employees shall request their badge number and maintain a copy. If DCS removes a child from school, they will present a "Notice of Removal." Law enforcement may also remove a student to protective custody. District employees should request that law enforcement provide documentation of removal; if law enforcement does not, the District employee should create a record to document the removal.

#### C. Content of Reports

Reports made shall contain, if known:

1. The names and addresses of the minor, the parents, or the person or persons having custody of such minor, if known.
2. The minor's age and the nature and extent of the minor's abuse, child abuse, or physical injuries or neglect, including any evidence of previous abuse, child abuse, physical injury or neglect.

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

Copies of emails received following an online report should be provided to the building principal or supervisor. Employees who are reporting by phone shall obtain the confirmation number and the name of the individual who took the report.

D. Mandated Reporting User Guide and Reporting Options

Online Mandated Reporting Website User Guide:

<https://extranet.azdes.gov/DCYF/CHILDS/communication/DES/UserGuideOnlineReporting.pdf>

Child Abuse Online Reporting: <https://dcs.az.gov/report-child-abuse>

Child Abuse by Phone: **1-888-SOS-CHILD**

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## Mandatory Reporting

### **© 4-204.B Procedure - Mandatory Reporting - Reporting Suspected Crimes or Incidents**

District employees are required to report any suspected crime against a person or property that is a serious offense, involves a deadly weapon or dangerous instrument or that could pose a threat of death or serious injury and any conduct that poses a threat of death or serious physical injury to employees, students or others on school property.

Staff shall immediately report any of the following suspected crimes:

1. Any suspected crime involving a deadly weapon or dangerous instrument.
2. Any suspected crime involving serious physical injury.
3. Any suspected crime posing a threat of death or serious physical injury.
4. Arson.
5. Armed robbery.
6. Burglary.
7. Kidnapping.
8. A dangerous crime against children as defined in [A.R.S. § 13-705\(R\)\(1\)](#).

Employees shall make such reports to local law enforcement and also immediately report to their supervisor and/or the building administrator.

The District shall notify the parent or legal guardian of each student who is involved in a suspected crime or any conduct that is described above, subject to the requirements of state or federal law. The District shall observe privacy requirements as established under the Family Education Rights and Privacy Act (FERPA) when notifying parents/legal guardians.

#### A. Documentation

All involved staff shall promptly document the incident in writing and provide their written documentation to their supervisor or the building administrator before leaving for the day, or by the next work day if same day documentation is not viable.

The District shall maintain a record of any persons disciplined for violating this requirement, pursuant to applicable law.

#### B. Parents and Students

Parents/legal guardians and students are encouraged to immediately report to staff any suspected criminal or unsafe activity on or near campus. The District's policy and this procedure are not intended to discourage anyone from reporting any such matters to local law enforcement as they deem appropriate.

#### C. Website

The District shall post the policies and procedures pertaining to "Reporting Suspected Crimes or Incidents" on its website.

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## **4-200 Employee Responsibilities**

### **© 4-205 Drug Free/Alcohol Free Workplace**

#### **Prohibitions**

Employees shall not manufacture, distribute, dispense, be under the influence of, purchase, possess, use, or attempt to purchase or obtain, sell, or transfer any controlled substance, dangerous drug, narcotic drug, precursor chemical, or alcohol in the workplace.

Employees shall not purchase, transfer, or sell in the workplace any drug that is available by prescription only.

Employees shall not be under the influence of a prescription medication, including medical marijuana, even when used in accordance with the prescription if the use of the medication interferes with the safe performance of the employee's job.

No employee, including a cardholder as defined in [A.R.S. § 36-2801](#), may possess or use marijuana on any District property.

#### **Definitions**

"Controlled substance" includes any substance defined in Schedules I through V of Section 202 of the Controlled Substances Act ([21 U.S.C. 812](#)) and [21 C.F.R. §§ 1300.11 through 1300.15](#).

"Dangerous drug" means any substance as defined in [A.R.S. § 13-3401\(6\)](#).

"Narcotic drug" means any substance as defined in [A.R.S. § 13-3401\(20\)](#).

"Precursor chemical" means any substance as defined in [A.R.S. § 13-3401\(26\)](#) and (27).

"Alcohol" means beer, wine, or any distilled spirits as defined in [A.R.S. § 4-101](#).

"Workplace" means the site for the performance of District work, including, but not limited to:

1. Any school building or property, whether leased or owned;
2. Any District vehicle, whether leased or owned;
3. Any school-approved vehicle used to transport students to and from school or school activities;
4. Off school property during any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the District; and
5. Any property or vehicle, whether or not the property of the District, where an employee is assigned to perform and while performing District duties (for example, when an employee is paid while attending a conference or seminar, or traveling to or from an event while being paid, or attending an off-site hearing).

## Exceptions

This Policy does not prohibit the following:

1. Possessing alcohol in an unopened container in a locked, personal motor vehicle as long as the container cannot be viewed from outside the vehicle.
2. The possession or use of prescribed medications by the individual for whom the prescription was written when done in accordance with the prescription, and when the use of the medication does not interfere with the safe performance of the employee's job. An employee who is taking prescribed medications is responsible for consulting with the prescribing health care provider and/or pharmacist to ascertain whether the medication may interfere with the safe performance of the employee's job.

## Reporting

As required by the Drug-Free Workplace Act, an employee, as a condition of employment, shall notify the employee's supervisor of a conviction under any criminal drug statute occurring in the workplace. Such notification shall be provided no later than five (5) calendar days after such conviction.

Adopted:

Legal Authority:

[A.R.S. § 4-101](#)

[A.R.S. § 13-3401](#)

[A.R.S. § 13-3401](#)

[21 U.S.C. § 812](#)

[21 C.F.R. §§ 1300.11 through 1300.15](#)

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## **4-200 Employee Responsibilities**

### **© 4-206 Prohibition of Tobacco Use**

#### Prohibitions

Employees shall not possess or use tobacco products, including but not limited to cigars, cigarettes, chewing tobacco, e-cigarettes, or other nicotine products or any "vaping" device on any school property, including vehicles, or at any school-sponsored event.

#### Personal Vehicles

Notwithstanding the above, possessing otherwise lawful tobacco or nicotine products or a vaping device in the employee's own personal locked motor vehicle is not prohibited as long as the product or device cannot be seen from outside the vehicle.

Use of tobacco or nicotine products in an employee's personal vehicle while on school property or at any school-sponsored event is prohibited.

#### Instruction to Students

An employee who instructs students on the dangers of tobacco or nicotine use pursuant to [A.R.S. § 15-712](#) may possess otherwise lawful tobacco or nicotine products or a vaping device necessary for use in the instruction. Such possession must be specifically approved by the principal, or must be specifically permitted by the Board-adopted curriculum related to the instruction. In no event shall the employee transfer tobacco or nicotine products or a vaping device to students or use tobacco or nicotine products or a vaping device during the instruction.

Adopted:

Legal Authority:

[A.R.S. § 15-712](#)

[A.R.S. § 36-798.03](#)

[Ariz. Admin. Code R9-2-104](#)

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## 4-300 Employee Health

### © 4-301 Employee Health and Welfare

The District shall furnish a place of employment reasonably free from known and recognized hazards that cause or are likely to cause death or serious physical harm to an employee.

#### Communicable Diseases

The District shall exclude an employee who has a communicable disease if the employee presents a direct threat to the health and safety of others in the workplace. The District will follow all applicable legal requirements issued by the Arizona Department of Health Services and any local health department with respect outbreak control methods.

#### Immunizations

The District shall require employees to be inoculated against communicable diseases or to possess an exemption as specified in Arizona statute and regulation.

#### Medical Examination

After an absence of more than three (3) consecutive work days, the District may require that an employee submit a medical provider's written release regarding the employee's ability to return to the employee's job duties and regarding any restrictions or limitations on that employee's return to work.

The Superintendent may require that an applicant or employee submit to an independent medical examination at District expense as a condition of continued employment if the District has job related concerns regarding the employee's ability to perform the essential functions of the employee's position. This may include drug and alcohol testing.

#### Employee Assistance Program

The District may offer as a benefit of employment an employee assistance program to assist staff in meeting their health and wellness goals.

Adopted:

Legal Authority:

[A.R.S. § 15-873](#)

[A.R.S. § 23-372](#) *et seq.*

[A.R.S. § 23-403](#)

[A.R.S. § 36-621](#) *et seq.*

[A.R.S. § 36-631](#)

[A.R.S. § 36-881](#) *et seq.*

[42 U.S.C. §12112](#)

[Ariz. Admin. Code R9-5-402](#)

[Ariz. Admin. Code R9-6-101](#) *et seq.*

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## Employee Health and Welfare

### **© 4-301.A Procedure - Employee Health and Welfare - Communicable Diseases**

#### A. Reporting

Pursuant to [Ariz. Admin. Code R9-6-203](#), District employees are required to report certain suspected or confirmed communicable disease to local and state health authorities. Employees shall consult with their supervisor to determine if a confirmed communicable disease must be reported within twenty-four (24) hours after a case or suspected case is diagnosed, treated or detected. In all cases, a confirmed communicable disease must be reported within five (5) days after a case or suspect case is diagnosed, treated or detected.

#### B. Exclusion

The District may exclude a student, employee or visitor who has a communicable disease if that individual presents a direct threat to the health and safety of others in the workplace and that risk cannot be mitigated through reasonable accommodations.

The District may exclude a student, employee or visitor who lacks documentary proof of immunization during a period of a communicable immunization-preventable disease if authorized specifically by state law and/or by the Arizona Department of Health Services or a local health department.

#### C. Confidentiality

The District shall take precautions to protect the privacy of an employee's medical information.

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## **Employee Health and Welfare**

### **© 4-301.B Procedure - Employee Health and Welfare - Record of Immunization**

The District may require an employee to provide a record of immunization as authorized by state statute or regulation.

District employees who work in a District child care facility shall be required to attest to current immunity against measles, rubella, diphtheria, mumps and pertussis as required by [Arizona Administrative Code R9-5-402](#).

Employees shall be permitted to present a record of immunization in the manner prescribed by the Arizona Department of Health Services, including:

1. That the employee received immunization through administration of vaccine(s);
2. A statement by a medical practitioner affirming serological evidence of immunity;  
or
3. Documentary evidence of date of birth before a specific date if authorized by regulation.

The District shall be responsible for maintaining records of immunization in a confidential manner.

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## 4-300 Employee Health

### © 4-302 Leave

The Governing Board shall permit employees to take a leave of absence as required by federal or state law.

The Board may approve a leave of absence for up to one (1) year in its discretion. The Board shall not approve any leave of absence that extends over one year of time beyond the employee's initial date of absence unless otherwise required by law.

All leaves of absences shall be unpaid unless the employee has available accrued leave. The District shall require employees to use accrued leave for any leave of absence requested as permitted by law.

#### Family and Medical Leave

The District shall comply with all components of the Family and Medical Leave Act (FMLA). Eligible employees are entitled up to twelve (12) or twenty-six (26) weeks of leave as designated in the FMLA. Any employee seeking to understand rights under FMLA may inquire with the benefits department in Human Resources or may review posted materials.

#### Earned Paid Sick Leave

Each employee who is not eligible to accrue sick leave is entitled to accrue one (1) hour of earned paid sick time per thirty (30) hours worked and to use such time for any reason as outlined under Arizona law.

#### Sick Leave

Each staff member shall be credited with a sick leave allowance at a rate of days per month as follows, determined by the number of months employed:

One (1) day per month up to ten (10) or twelve (12) days, determined by the number of months employed:

Twelve (12) month employment	1.0 day per month
Eleven (11) month employment	.91 day per month
Ten (10) month employment	.833 day per month

The unused portion of such allowance shall accumulate to a maximum of one hundred and twenty (120) days, at which time no more sick leave can be accumulated. As accumulated sick leave days are used and drop below one hundred and twenty (120) days, an eligible employee may again accumulate sick leave up to the maximum limit.

When a staff member exhausts all days of accumulated sick leave, an unpaid leave of absence must be requested.

Sick leave of any staff member who does not serve a full school year shall be prorated at the rate of one (1) day per month.

#### Sick Leave Payment upon Retirement



Upon proper and timely application for the state retirement program, the District will pay for accumulated sick leave on a graduated scale up to one hundred twenty (120) days. Certificated employees will be paid based upon a daily rate established for payment of a day-to-day substitute teacher in the District, and support staff members will be paid based upon a daily rate calculated by multiplying the minimum hourly wage for the District by eight (8) hours. If the retiring employee works fewer than eight (8) hours per day the rate shall be adjusted to reflect the number of hours worked per day. The payment will be made on the following scale:

<u>Number of years of service to the District</u>	<u>Percent of daily rate</u>
10 through 15	25%
16 through 20	40%
More than 20	50%

### Personal Leave

Employees who are eligible to accrue sick leave may use a portion of that sick leave for personal leave. Employees will be granted personal leave from their current-year accrued sick leave not to exceed:

- A. Five (5) days per year for ten (10) month employees.
- B. Five and a half (5.5) days per year for eleven (11) month employees.
- C. Six (6) days per year for twelve (12) month employees.

No more than ten percent (10%) of the staff or other groupings of employees may take personal leave at any one time. Requests for personal leave must be received at least two (2) working days prior to the first day of leave, and must be approved by the principal.

Requests shall be acted upon in order of receipt, and the availability of substitutes, if necessary, may limit the number of requests granted at any one (1) time.

Personal leave will not be granted during the following periods:

- A. On the day immediately preceding or following a holiday or vacation.
- B. During the first two (2) weeks of school or the last two (2) weeks of school.
- C. While the employee is on an unpaid suspension.

### Vacation Leave

The Board grants eligible employees annual vacation leave as follows:

- 1. Certificated Administrators

Twelve (12)-month certificated administrators earn four (4) weeks of vacation, which shall be taken when school is not in session. Vacation may accumulate to a maximum of forty (40) days, at which time no more vacation can be earned. As accumulated vacation days are used and drop below forty (40) days, an eligible employee may again

accumulate vacation up to the maximum limit. If workloads disallow vacations as established, the Superintendent may approve vacation days during the school year.

## 2. Support Staff Employees

Only appointees filling twelve (12)-month, forty (40)-hour-per-week positions shall earn vacation with pay on the following basis:

<u>Months of Service</u>	<u>Accrual Rate</u>	<u>Accumulated Maximum</u>
0 - 60	Ten (10) Days/Year	Twenty (20) Days
61 - 180	Fifteen (15) Days/Year	Thirty (30) Days
181 or more	Twenty (20) Days/Year	Forty (40) Days

Vacations shall be taken as approved by the Superintendent.

As accumulated vacation days are used and drop below the accumulation limit, an eligible employee may again accumulate vacation up to the maximum limit.

Any earned and unused vacation shall be paid to the employee at the employee's daily rate in the event that the employee is no longer eligible for vacation for any reason including separation of employment.

### Holidays

Employees shall be entitled to all legal holidays during the school year in conformance with state and federal law. Uncompensated days off will be established by the school calendar.

### Sabbatical Leave

The Board may grant sabbatical leave to certificated teaching and administrative personnel for a maximum of one (1) year in accordance with state law.

### Jury Duty

The Board shall grant leave for an employee to respond to a summons for jury duty, participate in the jury selection process or actually serve on a jury.

The District shall pay the employee their regular base salary or wages during leave for jury duty.

Employees shall reimburse the District for jury duty pay received. Failure to reimburse the District at the completion of the jury duty service will result in a deduction of pay equal to the number of contract days missed.

### Voting

The District shall permit employees to be absent for the purpose of voting at a primary or general election if there are less than three (3) consecutive hours between the opening of the polls and the beginning of the employee's regular workshift or between

the end of the employee's regular workshift and the closing of the polls. In that event, the District shall pay for the hours the employee must be absent to vote.

#### Military Leave

An employee who is a member of the Military Reserve or National Guard shall be entitled to leave of absence without loss of pay, time, or efficiency rating when engaged in field training.

Any employee who voluntarily or involuntarily enters uniformed service in any branch of the Armed Forces of the United States will be placed on a military leave of absence for the duration of the service up to a period of five (5) years. The District will also grant a leave of absence for purposes for training duty or to attend camps, maneuvers, formations, or drills under order with any branch, reserve, or auxiliary of the federal or state armed services. Such leave is unpaid unless the employee uses accrued leave to provide compensation. Employees serving in the armed forces shall have the right to be re-employed by the District as provided under federal law.

#### Victim Leave

The District shall permit an employee leave to attend a criminal proceeding if the employee is the victim of a crime and is exercising a right to be present at a proceeding as defined in state law. Such leave is unpaid unless the employee uses accrued leave to provide compensation. The District may require the employee to provide documentation as issued by law enforcement.

#### Bereavement Leave

The Board may grant bereavement leave of up to five (5) days with pay for the death of an immediate family member.

#### Sick Leave Bank

The District recognizes the existence of circumstances under which personal or family illness, injury, or quarantine may exhaust accrued leave of employees. To provide some measure of relief in such situations, a limited mechanism, based upon voluntary transfer of accrued leave, is established. The mechanism is termed Sick Leave Bank. Such a program increases employee morale and may reduce some of the stresses associated with illness and facilitate the employee's recovery, which is in the best interest of the District.

#### Authority to Grant Leave

The Superintendent has authority to approve a leave of absence for up to twelve (12) weeks. Leaves for more than twelve (12) weeks must be approved by the Board.

#### Absence without Leave

An employee who fails to request leave, report an absence, and report to work is absent without leave and may be subject to discipline, up to and including termination. An employee will be deemed to have abandoned the employee's job if the employee fails to report to work and report the absence for three (3) consecutive work days.

Adopted:

Legal Authority:

[A.R.S. § 8-420](#)

[A.R.S. § 13-4439](#)

[A.R.S. § 15-502](#)

[A.R.S. § 15-541](#)

[A.R.S. § 15-510](#)

[A.R.S. § 16-402](#)

[A.R.S. § 21-236](#)

[A.R.S. § 23-371](#) *et seq.*

[A.R.S. § 26-168](#)

[A.R.S. § 38-610](#)

[A.R.S. § 38-745](#)

[29 U.S.C. §§ 2601](#) *et seq.*

[38 U.S.C. § 4303](#)

[29 C.F.R. § 825.100](#) *et seq.*

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## Leave

### © 4-302.A Procedure - Leave - Family and Medical Leave

The District complies with the Family and Medical Leave Act (FMLA) and will grant up to twelve (12) weeks of leave during a twelve (12) month period to eligible employees or up to twenty-six (26) weeks of military caregiver leave.

#### A. Definitions

"Academic term" means the school semester, which typically ends near the end of the calendar year and the end of spring each school year.

"Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older who is "incapable of self-care because of a mental or physical disability" at the time the FMLA leave is to commence.

"Covered active duty" for members of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, duty means during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with [29 C.F.R. § 825.102](#).

"Covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in outpatient status or on the temporary disability retired list for a serious injury or illness.

"Instructional employees" are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, auxiliary personnel such as counselors, psychologists, or curriculum specialists, cafeteria workers, maintenance workers, or bus drivers.

"Key employee" is a salaried, FMLA-eligible employee who is among the highest paid ten percent (10%) of all the employees employed by the employer within seventy-five (75) miles of the employee's worksite.

"Next of kin of a covered service member" is the nearest blood relative, other than the covered service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as the covered service member's nearest blood relative for purposes of military caregiver leave under the FMLA.

"Parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in-law."

"Qualifying exigency" includes short-notice deployment, military events and activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term or permanent periods of incapacity.

"Serious injury or illness" is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of the service member's office, grade, rank or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

"Spouse" means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.

#### B. Eligibility

To be eligible for leave under this Procedure, employees must meet the following requirements:

1. Have worked at least twelve (12) months for the District;
2. Have worked at least 1,250 hours for the District during the twelve (12) months immediately preceding the date the leave would commence; and
3. Be employed by at a worksite where fifty (50) or more employees are employed by the District within seventy-five (75) miles of that worksite.

#### C. Reasons for Leave

To qualify as FMLA leave under this Procedure, the leave must be for one of the following reasons:

1. The birth of a child or placement of a child with the employee for adoption or foster care.
2. To care for a spouse, child or parent who has a serious health condition.
3. For a serious health condition that makes the employee unable to perform the essential functions of the employee's job.

4. For any qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or on call to covered active duty status.
5. To care for a covered service member with a serious injury or illness.

#### D. Amount of Leave

An eligible employee may take up to twelve (12) weeks of FMLA leave during any twelve (12) month period. The District will measure the twelve (12) month period as a rolling (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the District will compute the amount of FMLA leave the employee has taken in the last twelve (12) months and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to twenty-six (26) weeks for the FMLA military caregiver leave during a single twelve (12)-month period. The single twelve (12) month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established by the District for other FMLA leave reasons.

Eligible spouses who both work for the District may only take a combined total of twelve (12) weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of twenty-six (26) weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

#### E. Intermittent Leave or a Reduced Work Schedule

Employees may take FMLA leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) workweeks (or twenty-six (26) workweeks to care for an injured or ill service member) in a twelve (12) month period.

The District may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the District and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one (1) year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the District's operations.

#### F. Special Rules for Instructional Employees

The District may require instructional employees who request intermittent leave or a reduced leave schedule to take leave of a particular duration or to transfer temporarily to an alternative position as permitted under the FMLA. The District may require an instructional employee who requests leave at the end of an academic term to extend the leave.

#### G. Employee Notice Requirement

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to their supervisor, the department manager or human resources manager.

1. When the need for the leave is foreseeable, the employee must provide the District with at least thirty (30) calendar days' notice.
2. When an employee becomes aware of a need for FMLA leave fewer than thirty (30) days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day.
3. When the need for FMLA leave is not foreseeable, the employee must comply with the District's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five (5) business days after the employee has provided this notice, the human resources manager will complete and provide the employee with a notice of eligibility and rights and request a medical certification or other supporting documentation as necessary.

#### H. Designation of FMLA Leave

Within five (5) business days after the employee has submitted the required certification or other documentation, the human resources manager will complete and provide the employee with a written response to the employee's request for FMLA leave.

#### I. Employee Status and Benefits During Leave

The District will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the District will continue to make payroll deductions to collect the employee's share of insurance premiums.

While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the accounting department by the 15th day of each month. If the payment is more than thirty (30) calendar days late, the employee's health care coverage may be dropped for the duration of the leave. The



District will provide at least fifteen (15) calendar days' notification prior to the employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the District may require the employee to reimburse the District for the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the District will continue making payroll deductions while the employee is on paid leave.

If the employee contributes to a life insurance or disability plan and the employee is on unpaid leave, the employee may request continuation of such benefits and pay the employee's portion of the premiums, or the District may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue required payments, the District will discontinue coverage during the leave. If the District maintains coverage, the District may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

#### J. Employee Status After Leave

An employee who takes FMLA leave may be asked to provide a fitness for duty clearance from a health care provider. This requirement will be included in the District's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The District may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of the employee's status as a key employee.

#### K. Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all accrued but unused paid leave prior to being eligible for unpaid leave, subject to applicable law and Board Policy. Sick or general leave may run concurrently with FMLA leave if the reason for the FMLA leave is covered by the District's established sick or general leave policy.

Leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that worker's compensation leave qualifies), will be designated as FMLA leave and will run concurrently with FMLA. The employee will be required to substitute all accrued but unused paid leave prior to being eligible for unpaid leave, subject to applicable law and Board Policy. An employee who is taking leave for the adoption or foster care of a child must use all accrued but unused paid leave prior to being eligible for unpaid leave, subject to applicable law and Board policy.

An employee who is using military FMLA leave for a qualifying exigency must use all accrued but unused paid leave prior to being eligible for unpaid leave, subject to applicable law and Board policy, prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also all accrued but unused paid leave prior to being eligible for unpaid leave prior to being eligible for unpaid leave, subject to applicable law and Board policy.

L. Intent to Return to Work from FMLA Leave

The District may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

M. Retaliation Prohibited

No District employee shall interfere with, restrain, or deny the exercise of any right provided under FMLA. Employees may not discriminate against any individual for exercising any rights protected under FMLA.

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## Leave

### © 4-302.B Procedure - Leave - Earned Paid Sick Time

The District grants all employees who are not eligible to accrue sick leave up to forty (40) hours of earned paid sick time ("EPST") per fiscal year.

#### A. Definition

"Family members" means the employee's spouse or registered domestic partner, children (regardless of age), parents, grandparents, grandchildren and siblings. Family members includes those family relations resulting from adopting, foster care, step-relationships, legal guardianships, domestic partnerships, through marriage or loco parentis status. Family member also includes any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

#### B. Accrual

EPST will be provided and available for use upon completion of ninety (90) calendar days of employment. EPST is paid at the employee's regular rate of pay. EPST may be used in the smaller of hourly increments or the smallest increment that the District's payroll system uses to account for absences or use of other time. Accrual begins on the date of hire.

Employees accrue EPST of one (1) hour for every thirty (30) hours worked for up to a total of forty (40) hours annually. A maximum of forty (40) hours of unused EPST will be rolled over into the following year for use by the employee.

Unused EPST will not be compensated at the time of separation.

Employees who are rehired within nine (9) months of separation will have their prior bank of unused EPST reinstated.

EPST does not count towards the calculation of overtime.

#### C. Covered Usage

EPST may be used for time off for the following reasons:

1. An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;
2. Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;
3. Closure of the employee's work location by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined

by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease; or

4. Absence necessary due to domestic violence, sexual violence, abuse or stalking, provided the leave is to allow the employee to obtain for the employee or the employee's family member:
  - a. Medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual violence, abuse or stalking;
  - b. Services from a domestic violence or sexual violence program or victim services organization;
  - c. Psychological or other counseling;
  - d. Relocation or taking steps to secure an existing home due to the domestic violence, sexual violence, abuse or stalking; or
  - e. Legal services, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual violence, abuse or stalking.

#### D. Notice

Employees must provide reasonable advance notice to their supervisors of intent to use EPST. Employees shall provide advance notice by providing notification to their direct supervisor or to the building administrator in the manner required for any absence from work.

If the absence is unforeseeable, employees must contact their supervisor as soon as possible, preferably no later than one (1) hour before an employee's scheduled start time. When possible, the notification should include the expected duration of the absence.

An employee seeking to use or using three (3) or more consecutive workdays of EPST may be required to provide documentation, such as a doctor's note, to verify the need for absence and qualification for EPST. Employees shall not be required to provide any details concerning the health condition or domestic violence incident for the employee or the family member.

#### E. Record Keeping

The District will maintain records of hours worked, wages paid, and EPST paid for four (4) years.

#### F. Discrimination and Retaliation Prohibited

The District prohibits any discrimination or retaliation against an employee for lawful exercise of EPST rights. Employees shall not be disciplined for the lawful use of EPST,

but once EPST has been exhausted, the District shall follow its typical protocol for any absence without leave.

Any employee has the right to file a complaint with the Industrial Commission of Arizona if EPST as required by statute is denied by the District or the staff member is subjected to retaliation for requesting or taking EPST.

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## Leave

### © 4-302.C Procedure - Leave - Sick and Personal Leave

#### A. Sick Leave Amount

Regular full time equivalent (FTE) twelve (12) month employees will accrue sick leave as per Policy 4-302.

Non-regular employees of the District such as substitute teachers, temporary employees or those employees who are not issued work agreements, notices of appointments or contracts are not eligible to accrue sick leave.

One (1) day of sick leave is equivalent to an employee's regularly scheduled hours for the assigned position(s). Employees who work less than a full fiscal year or less than a full FTE in their position receive a proportional amount of sick leave based on their start date or work status.

Unused sick leave will remain in the employee's sick leave balance up to one hundred and twenty (120) days.

#### C. Sick Leave Usage

Sick leave may be used by the employee for personal or family illness. As per Policy 4-302, eligible employees may use a specified number of days of sick leave as personal leave per year.

Employees may be required to present a fitness for duty certificate from a physician to be restored to employment after using leave. The District may also request that an employee provide supporting documentation to support the need for an unplanned leave request.

The District reserves the right to require employees to use sick leave in half or full day increments.

#### D. Sick Leave Notification

Depending on the particular purpose, employees shall provide notification as follows:

1. Employees shall provide their supervisor with a request to utilize sick leave as soon as the employees are aware of the need to be absent, but no later than at least one (1) week prior to the scheduled absence.
2. In the case of an unscheduled absence, employees shall provide their supervisor seventy-two (72) hours' notice prior to taking leave unless an emergency or illness prevents the notification, in which case notification must be provided as soon as possible.

#### E. Approval or Denial of Personal Leave Days

The supervisor shall have the discretion to approve or deny the request to use personal leave based on the following considerations:

1. When the requested leave creates a staffing conflict, the supervisor shall confer with the employee to determine a more feasible schedule for the leave.
2. The attendance record of the employee.
3. Previous requests from the employee.
4. Justification for the specific nature of the requested leave.
5. Ability to meet staffing requirements for the campus or department.

The supervisor shall notify the employee of the approval or denial of the use of personal leave within three (3) work days after the request has been made.

The use of personal leave will typically be denied for the day before or after a holiday or break, during any week of state testing or site specific parent/teacher conferences, during the pre-week and first week of the instructional year or the last week of the instructional year. Supervisors may make exceptions only in case of documented illness, bereavement, or special/emergency circumstances.

#### G. Payment for Sick Leave Accrual upon Retirement

The District may pay an eligible employee for a designated percentage of accrued but unused sick leave at the rates specified in Policy 4-302. Employee shall not be entitled to this benefit if the employee is terminated for cause or resigns in lieu of termination or non-renewal of employment. Employees will not receive payment for sick leave that the employee has not yet accrued.

An eligible employee must notify the Board, in writing, of the employee's application for sick leave payment and retirement at least three hundred sixty-five (365) days prior to the effective date of the employee's retirement. The application for sick leave payment upon retirement may be withdrawn on or before one hundred fifty (150) days prior to the effective date of the employee's retirement. Failure to file said application in the prescribed fashion will constitute forfeiture of any sick leave payment.

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### Leave

#### **© 4-302.D Procedure - Leave - Military Leave**

An employee who is a member of the Military Reserve or National Guard shall be entitled to leave of absence without loss of pay, time, or efficiency rating when engaged in field training.

Any member of a federal or state uniformed service branch may request a military leave of absence for the duration of the service up to a period of five (5) years.

When an employee receives notice of a need to report for military duty, the employee must notify the employee's supervisor and provide any orders issued.

Under the Uniformed Services Employment Reemployment Rights Act (USERRA), any individual who leaves a District position to enter active duty in the Armed Forces, voluntarily or involuntarily, is entitled to return to the employee's job after discharge or release from active duty if the employee meets the following eligibility criteria:

1. The employee holds an other than "temporary" job with the District. However, the job need not be classified as regular or benefits eligible.
2. The employee leaves the District job for the purpose of going on active duty and gave the District notice of military duty.
3. The employee does not remain on active duty longer than five (5) years, with certain exceptions as outlined by USERRA.
4. The employee is discharged or released from active duty under honorable conditions.
5. The employee applies for reemployment with the District according to the following schedule:
  - a. If the duration of service is less than thirty-one (31) days: Within the first full regularly scheduled work period on the first full working day following completion of the period of military service that starts at least eight hours after the person has been safely transported from the place of military service to the individual's residence;
  - b. If the duration of the service is more than thirty (30) calendar days but less than one-hundred and eighty-one (181) calendar days: Within fourteen (14) calendar days after the completion of the period of the military service; or
  - c. If the duration of the service is more than one hundred and eighty (180) days: Within ninety (90) calendar days after the unconditional release from military service.

The District will return the employee to work in a status as required under federal law. Employees shall be entitled to return to their existing position if their service is less than ninety-one (91) calendar days. If the period of service exceeds ninety (90) calendar days, the District shall return the employee to the same or like position without loss of benefits or rate of pay.

If a disability has incurred in, or was aggravated during, military service, the District will make reasonable efforts to accommodate the disability under the provisions of USERRA and the Americans with Disabilities Act.

An employee who is called up to active military duty may be eligible to receive up to sixty (60) months of service credit through the Arizona State Retirement System for the



period of military call-up. ([A.R.S. § 38-745](#).) The employer must pay both the employee and employer contributions if the employee returns to employment within a required timeframe after an honorable discharge or is hospitalized, becomes disabled, or dies while in service. The District is required to submit contributions based on the compensation the employee would have earned, along with any raises the employee would have received, during the period of the call-up had the employee not been called to active duty.

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## Leave

### © 4-302.E Procedure - Leave - Bereavement Leave

All employees are eligible for up to five (5) work days with pay of bereavement leave per year for the death of an immediate family member.

For the purpose of this policy, immediate family is defined as follows:

1. Spouse/domestic partner
2. Children
3. Parents/legal guardians
4. Siblings
5. Grandparents
6. Grandchildren
7. Aunt or uncle
8. Parents of spouse/domestic partner
9. Brother or sister of spouse/domestic partner
10. Sons-in law or daughters-in-law
11. An individual permanently residing in the employee's household

Extensions of bereavement leave may be granted upon personal request to the Superintendent. If approved, all such extensions of bereavement leave shall be deducted from the employee's earned general leave, undesignated leave and/or vacation leave. In the absence of any accrued leave, and upon request, the Superintendent may approve an unpaid leave of absence for each work day of extended bereavement leave used requested.

Employees may be required to provide verification for bereavement leave.

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## Leave

### **© 4-302.F Procedure - Leave – Sick Leave Bank**

An employee who is eligible to accrued sick leave and who has exhausted all of the employee's accumulated paid time off may request access to the Sick Leave Bank. If eligible, employees may be granted leave days retroactive to the first day of illness without pay based upon donated days available. All requests shall be submitted to the Human Resources Office.

Employees eligible for the Family and Medical Leave Act (FMLA) may qualify for this program. Assistance from the Sick Leave Bank may be used only by employees for their personal or family illness, injury, or quarantine.

Employees who qualify for assistance as stated above, may also request coverage for a specified number of days for intermittent treatment which is necessitated as a result of the employees qualifying for personal or family illness, injury, or quarantine.

No employee shall be eligible for Sick Leave Bank assistance after qualifying for long-term disability coverage.

#### A. Participation:

Participation is optional and voluntary. There are two (2) predetermined enrollment periods each fiscal year in which donation of days may occur.

The first predetermined enrollment period is outlined below:

The enrollment period will be August 15 - September 15.

The second predetermined enrollment period will take place between January 1 and January 31 of each calendar year.

Participants in the Sick Leave Bank program will have one (1) day deducted from the employee's accumulated paid time off donated to the bank. Donations of days must occur during one (1) or both of the predetermined enrollment periods.

1. Day is based on current full-time equivalent (FTE).
2. If an employee's daily hours or full time equivalency increases, the employee will not need to contribute additional hours. Nor, if daily hours decrease, will the employee receive hours from the bank.
3. Donating employees must have an accumulated paid time off balance equivalent to no less than sixty-four (64) hours at time of donation.

Donations are final, and employees may not request refund of donation. Donations will remain in the sick leave bank upon employee's separation from the District.

#### B. Eligibility

Sick Leave Bank hours may only be used for personal or family illness, injury, or quarantine as determined by District policy. Employees who are receiving short-term disability benefits are eligible to participate.

A Sick Leave Bank member/or designee may apply for sick leave bank hours if the employee has exhausted all the employee's accumulated paid time off. An employee who is eligible for accrued leave must work a minimum of thirty (30) hours per week.

#### C. Administration of Sick Leave Bank

The District's Human Resources/Payroll System will track Sick Leave Bank participants. Participants in the Sick Leave Bank Program will have one (1) day automatically donated to the Sick Leave Bank. Donation of day must occur during the predetermined enrollment period.

#### D. Application for Donated Days

Employees must have exhausted all of the employee's accrued leave.

Applications for use of Sick Leave Bank must meet the following criteria:

4. The application must be in writing.
5. The application must be supported by documentation from a health care professional. In cases of domestic violence, sexual violence, abuse or stalking, documentation from the employee, as defined in A.R.S. § [23-373](#), shall be considered reasonable documentation.
6. Data in the application shall include an expected date for return to duty.
7. The application shall be received by the District office within a reasonable timeframe following the applicant beginning unpaid leave status.

A maximum of twenty (20) days may be given to any applying employee per year. All requests will be made on the approved request form and submitted to the Sick Leave Bank Committee.

#### E. Sick Leave Committee

A committee consisting of three (3) voting members and one (1) not-voting member shall be formed to review requests from employees for donated days. The committee shall have voting members consisting of one (1) administrator, one (1) certificated staff member, and one (1) support staff (classified) member. The non-voting member shall be a representative of Human Resources who shall be the secretary of the committee. Representatives will serve a staggered three (3)-year term with one (1) member being new each year to allow continuity. All three (3) voting members must be present for decisions. A majority vote is required for approval of all requests. One (1) member will act as the liaison for communication between the committee and employees. The Executive Director of Support Services will attend committee meetings for the appeal process only. The Committee will meet annually to compile an annual report of donations and usage, review Sick Leave Bank balance to determine if donations are required from all participants or only new enrollees depending on hours in bank, and

review possible changes to program for upcoming year. All committee members must be Health Insurance Portability and Accountability Act (HIPAA) trained. The applications are to be reviewed in accordance with the guidelines found in policy and as presented below:

1. The application must be in writing.
2. The application must be supported by the appropriate documentation as defined in A.R.S. § [23-373](#).
3. Data in the application shall include the expected date for return to duty.
4. The application shall be received by the District office within a reasonable timeframe following the beginning of the applicant's unpaid-leave status.

For approval, the applicant shall:

- work a minimum of thirty (30) hours per week;
- have a non-job-related need, as defined in A.R.S. § [23-373](#), for sick leave;
- be presently on unpaid-leave status with the District;
- not be eligible for disability benefits, including but not limited to Social Security, provided at District expense;
- have a projected return to duty not to extend beyond (6) months from initial use of Sick Leave Bank days; and
- submit an application, which shall be received by the District office within a reasonable timeframe following the beginning of the applicant's unpaid-leave status.

#### F. Appeal Process

A. Members denied sick leave days from the Sick Leave Bank may appeal the committee decision by providing additional information to substantiate the request.

B. The Executive Director of Support Services will review the appeal with the committee to determine if the denial should be overturned.

C. If request is denied a second time by the committee, the decision is final.

#### G. Miscellaneous

In the event that the Sick Leave Bank is discontinued, due to any reason, all remaining hours will be distributed evenly to current members.

### **4-400 Workplace Protections**

#### **© 4-401 Discrimination Complaints**

Employees may file complaints alleging workplace discrimination or harassment based upon a protected class category pursuant to the following Governing Board policies:

Policy 1-202: Equal Employment Opportunity and Non-Discrimination

Policy 1-203: Equal Opportunity - Prohibited Sex Discrimination (Title IX)

Adopted:

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## **4-400 Workplace Protections**

### **© 4-402 Employee Grievances**

#### **Definitions**

"Grievant" means an individual who currently is employed by the District on a full-time or part-time basis who files a grievance pursuant to this Policy.

"Grievance" means a complaint by a Grievant alleging that a supervisor or administrator has violated, misinterpreted, or misapplied a Governing Board policy or procedure related to compensation, benefits or terms and conditions of employment. The alleged violation of Board policy or procedure must personally, directly and negatively affect the Grievant. Multiple employees may not pursue a group grievance. Matters specified below are specifically excluded and not grievable.

"Immediate supervisor" means the individual who is responsible for evaluating the Grievant.

#### **Excluded Matters**

The term "Grievance" does not include:

1. any matter for which the method of review or appeal is prescribed by law or other District policy;
2. any matter relating to any policy or procedure contained in Chapter 5 of the Board policies (Students);
3. any matter related to letters or memoranda of direction or counseling.
4. any matter related to employee discipline, non-renewal, or dismissal; or
5. any matter related to performance evaluations or improvement plans.

#### **Procedure for Filing and Processing Grievances**

A Grievance must be initiated within fifteen (15) work days of the date the Grievant knew or should have known of the violation, misinterpretation or misapplication of the policy or procedure that is the basis for the Grievance.

#### **Informal Level**

The Grievant shall initiate the Grievance by requesting an informal conference with the individual alleged to have violated, misinterpreted or misapplied the policy or procedure that directly and negatively affected the Grievant. In some cases, this will be the Grievant's immediate supervisor. In other cases, it will be a building administrator or a District-level administrator.

If the individual with whom the Grievance is initiated is not a building administrator or a District-level administrator, the individual with whom the Grievance is initiated shall report the initiation of the Grievance to the Superintendent.

The Grievant should initiate the Grievance by means of a written request for the informal conference and shall specify that the request is to initiate a Grievance at the Informal Level.

The supervisor or administrator with whom the Grievance is initiated shall confer with the Grievant within ten (10) work days of receiving the request for the informal conference and shall provide the Grievant with a written decision regarding the Grievance within ten (10) work days following the conference.

#### Formal Level I

If the Grievant is dissatisfied with the written decision at the Informal Level, the Grievant may file a Formal Level I Grievance within five (5) work days of receiving the written response.

The Grievant also may file a Formal Level I Grievance if the supervisor or administrator with whom the Grievance was initiated either refuses to meet with the Grievant or fails to issue a written decision within (10) work days following the meeting. In such cases, the Level I Grievance must be filed within twenty-five (25) work days after the Grievant initiated the Grievance at the Informal Level.

The Level I Grievance shall be filed with the supervisor or administrator with whom the Grievance was initiated at the Informal Level.

The Level I Grievance shall be dated and signed by the Grievant. It must include at least the following:

1. the name and position of the supervisor or administrator with whom the Grievance was initiated;
2. a statement of the facts giving rise to the Grievance;
3. a designation of the policy(ies) or procedure(s) that were allegedly violated, misinterpreted or misapplied;
4. a statement of the Grievant's position as to how the policy(ies) or procedure(s) were violated, misinterpreted or misapplied;
5. the date the Grievant knew or should have known that the policy(ies) and/or procedure(s) were violated, misinterpreted, or misapplied and an explanation of how the Grievant learned that the policy(ies)/procedure(s) were violated, misinterpreted, or misapplied; and
6. The specific remedy(ies) or solution(s) sought by the Grievant.

Within ten (10) work days after receiving the Level I Grievance, the supervisor or administrator shall issue a written decision to the Grievant.

#### Formal Level II

If the Grievant is dissatisfied with the written decision at Level I, the Grievant may file a Formal Level II Grievance within five (5) work days of receiving the written response.



The Level II Grievance shall be filed with the supervisor of the person with whom the Grievance was initiated. A copy of the Formal Level II Grievance shall also be submitted to the Superintendent. The Superintendent shall decide whether the Level II Grievance shall be processed by the supervisor with whom the Level II Grievance was filed or by the Superintendent. Notice of this determination shall be communicated to the Grievant, the person with whom the initial Grievance was filed and the supervisor with whom the Level II Grievance was filed. If the Level I decision was made by the Superintendent, the Level II grievance shall be submitted to the Governing Board.

The supervisor or the Superintendent, as determined above, shall meet with the Grievant to discuss the Grievance. The meeting shall occur within ten (10) work days following receipt of the Level II Grievance. The supervisor or the Superintendent shall provide the Grievant with a written decision regarding the Grievance within ten (10) work days following the meeting.

#### Level III Formal Review—Superintendent

If the Superintendent was the individual who rendered the decision at Level II, the decision of the Superintendent is final at that level.

If the Superintendent was not the individual who rendered the decision at Level II, a Grievant who is dissatisfied with the decision at Level II may appeal to the Superintendent.

The Level III appeal must be submitted in writing within five (5) work days following the Grievant's receipt of the Level II decision.

Within ten (10) work days following the receipt of the Level III appeal, the Superintendent shall issue a written decision to the Grievant and to the individual with whom the Grievance was initiated. The Superintendent may, but need not, meet separately with the Grievant and the individual with whom the Grievance was initiated to discuss the Grievance. If the Superintendent determines that such a meeting or meetings might be helpful in resolving the Grievance, the Superintendent may extend the time for a written decision by up to an additional ten (10) work days.

The decision of the Superintendent is final.

#### Matters Where the Grievance was Initiated with the Superintendent

Only in cases where the Grievance was initiated with the Superintendent at the Informal Level, and proceeded to Formal Level I, shall the Governing Board review Grievances. In those cases, within ten (10) work days following receipt of the decision at Formal Level I, the Grievant may appeal the decision to the Board. The appeal shall be submitted to the Superintendent, directed to the Board. The appeal must include a copy of the Informal Level and Level I decisions, and any documentation submitted to the Superintendent for consideration at those levels.

At one of the next two regular meetings following the appeal, the Board shall review the appeal. The review shall occur in executive session unless the Grievant requests that it be in open meeting. At the meeting at which the review occurs, or the next regular meeting following the review, the Board shall decide the Grievance in open meeting.

The Board shall render its decision based on the documentation submitted. No new information or documentation shall be submitted to the Board at the appeal unless both the Superintendent and the Grievant agree.

#### Referral to Hearing Officer

In cases where the Grievance is appealed to the Board, the Board may refer the Grievance to a hearing officer for findings and a recommendation.

Within three (3) work days of the referral to a hearing officer, the Superintendent shall forward the entire Grievance documentation to the hearing officer.

The hearing officer shall review the documentation submitted to the Board, and may, but need not, meet with the Grievant and the Superintendent. If the hearing officer meets with either the Grievant or the Superintendent, the other individual shall be afforded the opportunity to meet with the hearing officer.

Within ten (10) work days after receiving the Grievance documentation, the hearing officer shall render a written report to include findings, conclusions (if warranted), and a recommendation or recommendations to the Governing Board.

The Board shall consider the hearing officer's written report at its next available regular meeting and shall render a decision at that meeting or the following regular meeting.

#### Governing Board Decision

The Board may uphold the Grievance in whole or in part, reject the Grievance in whole or in part, or refer the Grievance back to the Superintendent with directions as to action(s) to be taken. If the Board upholds the Grievance, it shall specify the remedy, if any, to be awarded to the Grievant.

Adopted:

Legal Authority:

[A.R.S. § 15-341](#)

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## **4-400 Workplace Protections**

### **© 4-403 Whistleblower Protection**

Supervisory personnel are prohibited from taking adverse personnel action against an employee as a result of an employee's good faith disclosure of alleged wrongful conduct to a public body on a matter of public concern, as set forth below.

#### **Prohibition**

No adverse personnel action may be taken against an employee in knowing retaliation for any lawful written disclosure of information on a matter of public concern to a public body, if the employee discloses, and in good faith believes, that any of the following occurred: (1) a violation of any law; (2) mismanagement; (3) gross waste of public funds; or (4) an abuse of authority.

No employee with authority to make or materially influence significant personnel decisions shall take or recommend an adverse personnel action against an employee in knowing retaliation for disclosing alleged wrongful conduct to a public body. Any employee found to have so violated this Policy may be disciplined, up to and including termination.

#### **Making A Disclosure**

An employee who becomes aware of alleged wrongful conduct by the District or any of its agents is encouraged to make a disclosure to the Governing Board as soon as possible, but in any case must make the disclosure no later than three hundred sixty-five (365) days after becoming aware of the alleged wrongful conduct.

To allow the District an opportunity to investigate alleged wrongful conduct and to take necessary internal corrective action, employees are encouraged to report in writing a disclosure of alleged wrongful conduct to the Superintendent. If the allegations concern the Superintendent, the complainant may file with the Board President.

#### **Investigation and Determination**

The Superintendent may conduct an investigation into the allegations contained in the disclosure and may take necessary corrective action, as warranted.

In some instances, the District may determine that the employee's allegations contained in the disclosure do not meet the definition of disclosure under this Policy and that no investigation is warranted. In such cases, a District administrator shall so inform the employee in writing.

#### **False Allegations of Wrongful Conduct**

An employee who knowingly makes false allegations of alleged wrongful conduct to a public body shall be subject to discipline, up to and including termination of employment.

#### **Legitimate Employment Action**

This Policy may not be used as a defense by an employee against whom an adverse personnel action has been taken for legitimate reasons or cause under District rules and policies. It shall not be a violation of this Policy to take adverse personnel action against an employee: (1) who discloses information in a manner prohibited by law, including disclosing confidential materials or information; or (2) whose conduct or performance warrants that action separate and apart from that employee making a protected disclosure.

### Whistleblower Complaint

No later than ten (10) work days after an individual is notified or becomes aware of an adverse personnel action, they may protest the action by filing a written whistleblower complaint with the Superintendent (or Board President, if allegations concern the Superintendent) if the individual believes the action was based on the individual's prior disclosure of alleged wrongful conduct. The Superintendent shall expeditiously review the complaint to determine: (1) whether the complainant made a disclosure; (2) whether the complainant suffered an adverse personnel action after the disclosure; and (3) whether the adverse action was the result of knowing retaliation for the employee's disclosure.

A discloser must suffer an adverse personnel action as a result of making a disclosure to file a whistleblower complaint.

No later than forty-five (45) work days after receipt of the written whistleblower complaint, the Superintendent/Board President shall notify the complainant in writing of the results of the review and whether the adverse personnel action is affirmed, reversed, or modified.

A complainant who is dissatisfied with the decision on the whistleblower complaint may file a request for a whistleblower hearing no later than ten (10) work days after receipt of the written decision on the whistleblower complaint.

Timelines discussed in this may be extended by the Superintendent/Board President for cause presented if permitted by law.

Adopted:

Legal Authority:

[A.R.S. §12-901](#) *et seq.*

[A.R.S. § 38-532](#)

[A.R.S. § 38-533](#)

[A.R.S. § 41-783](#)

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## Whistleblower Protection

### © 4-403.A Procedure - Whistleblower Protection - Procedures for Hearing

#### A. Definitions

"Abuse of authority" means an action or decision which is outside the scope of the alleged violator's position, scope of duties, or level of authority as authorized by the Superintendent.

"Adverse personnel action" means an employment-related act or decision or a failure to take appropriate action by a supervisor or higher level authority which affects an employee negatively. The following are adverse personnel actions:

1. termination of employment or non-renewal of employment;
2. demotion;
3. suspension;
4. written reprimand;
5. retaliatory investigation;
6. decision not to promote;
7. receipt of an unwarranted performance rating;
8. withholding of appropriate salary adjustments;
9. imposition of involuntary transfer or reassignment;
10. elimination of the employee's position, absent a reduction in force, reorganization, or a decrease in or lack of sufficient funding, monies, or work load;
11. denial of awards, grants, leaves, benefits, or training for which the employee would normally be eligible; and/or
12. other significant change in job responsibilities or working conditions which are inconsistent with the employee's position, salary or grade.

"Alleged wrongful conduct" means a violation of law, mismanagement, gross waste of public funds, or abuse of authority.

"Discloser" means an employee who makes a disclosure.

"Disclosure" means a written report by an employee to a public body of alleged wrongful conduct that includes: (1) the date of the disclosure; (2) the name of the employee making the disclosure; (3) the nature of the alleged wrongful conduct; and (4) if possible, the date or date range in which the alleged wrongful conduct occurred.

"Disclosure investigation" means a review and determination made by the Superintendent of a disclosure.

"Knowing retaliation" means an adverse personnel action taken by a supervisor or other District employee against a complainant because of a disclosure.

"Personnel action" means an employment-related action or decision that affects an employee positively or negatively.

"Supervisory employee" means any administrator, supervisor, director, or other employee who has authority to make or materially influence significant personnel decisions.

"Whistleblower complainant" or "complainant" means a current or former employee who disclosed alleged wrongful conduct to a public body and who was subsequently subject to an adverse personnel action as a result of making the disclosure.

"Whistleblower complaint" means a complaint filed by a complainant with the Superintendent (or Board President, if allegations concern the Superintendent) alleging that an adverse personnel action was taken in retaliation for a prior disclosure of alleged wrongful conduct to a public body.

"Whistleblower complaint review" means a review by the Superintendent of a whistleblower complaint.

"Whistleblower external hearing" means a hearing conducted by an external hearing officer if the complainant is dissatisfied with the decision of the Superintendent following a whistleblower complaint review.

"Work day" means any day that the District administrative office is open for business.

## B. Procedures for Whistleblower External Hearing

### 1. Request for hearing

The Governing Board shall use an outside hearing officer and a hearing process when a complainant who is dissatisfied with the decision on the complainant's whistleblower complaint review files a timely request for a whistleblower external hearing. The purpose of the hearing is to determine whether an adverse personnel action resulted from the complainant's disclosure. No other issues or determinations are authorized.

A request for hearing must be made no later than ten (10) work days after receipt of the written decision on the whistleblower complaint as per Policy 4-403 and shall contain the following:

- a. a specific statement that it is a request for a whistleblower hearing by an external hearing officer;
- b. the name, work address, work telephone number and position of the whistleblower complainant;
- c. the name, work address, work telephone number and position of the District employee who issued the written decision on the whistleblower complaint;
- d. a statement of the reasons for requesting a hearing including the objectionable portion of the decision;



- e. a statement of the specific relief or remedy requested; and
- f. copies of (1) the employee's disclosure; and (2) the written decision on the whistleblower complaint.

## 2. Appointment of hearing officer

No later than fifteen (15) work days after receipt of a request for hearing, the Superintendent will determine whether the complainant qualifies for a hearing based on the following:

- a. The request was timely.
- b. The complainant identified an adverse personnel action imposed on them and the date of notice of the action.
- c. The complainant made a prior disclosure of alleged wrongful conduct to a public body on a matter of public concern prior to the adverse personnel action.
- d. The complainant alleged that the adverse personnel action resulted from the disclosure.
- e. The complainant attached the disclosure and the written decision on the whistleblower complaint to their request for hearing.

If the request qualifies for a hearing, the Superintendent will forward the request to an external hearing officer to conduct a whistleblower hearing.

If the request does not qualify for a whistleblower external hearing, the request will be returned to the complainant with written reason(s) for rejection. No later than ten (10) work days after receipt of the decision, the complainant may file a written appeal of the rejection to the Board. The Board will respond to the complainant in writing no later than twenty (20) work days after the Board reviews the written appeal. If the Board reverses the decision, the hearing will proceed; if the Board affirms the decision that the request does not qualify for a hearing, that decision is final.

## 3. Submission of the record

No later than twenty (20) work days after receipt of the request for a hearing that qualifies for a hearing, the Superintendent shall notify the complainant that the request for hearing is accepted and provide contact information for the hearing officer. The hearing officer may, but is not required to, conduct a pre-hearing conference in person or by electronic means to discuss the procedures that will be followed in conducting the hearing, including submission of evidence, documents, and witness lists. The hearing officer may require the parties to submit summaries of their positions before the hearing commences.

The hearing will be conducted no later than sixty (60) work days after the request is received, unless the hearing officer extends the time for good cause.

## 4. Conduct of hearing

Hearings shall be conducted in accordance with the requirements of [A.R.S. § 41-783](#) governing appeals of personnel decisions. The procedures designated herein supersede rules of civil procedure if there is a conflict. The formal rules of evidence do not govern the hearing, except the rules of privilege. Generally, the party advocating a particular point or fact has the burden of proof on that point or fact. Ultimately, the person seeking review has the burden of persuading the hearing officer that the person was subject to an adverse employment action and the adverse action occurred because of a disclosure. The evidence standard is proof by a preponderance of the evidence.

The hearing officer has the ability to issue subpoenas. The hearing shall either be recorded or transcribed, at District expense, so as to provide an accurate, written rendition of the hearing.

#### 5. Attorneys or representatives

A complainant may be self-represented, or at the complainant's own expense, may be represented by an attorney at any stage of the hearing process, including but not limited to presentation of the case during the hearing. A complainant may also designate a representative for the hearing who is not an attorney, provided that no fee is charged for any service rendered in connection with the hearing by a representative who is not an attorney admitted to practice in Arizona. The District may also be represented at the hearing by an attorney.

#### 6. Resolution by agreement

At any time, the parties may agree upon a resolution of the matter. In such event, the written agreement shall be presented to the Superintendent who shall close the case and notify the parties in writing that the matter is resolved by agreement.

#### 7. Hearing officer's decision

No later than forty-five (45) work days after the close of the hearing, the hearing officer shall provide a written decision and shall transmit the decision to the complainant and Superintendent.

The decision will contain findings of fact and the evidence relied upon to sustain those facts, conclusions including reference to applicable law, rules or policies, and a decision by the hearing officer determining: (1) the validity of the complaint; and (2) whether the adverse personnel action was committed against the complainant as a result of a disclosure.

The hearing officer shall enter a decision to affirm, reverse, or modify the adverse employment action.

The hearing officer's decision following the hearing becomes the final District decision fourteen (14) work days after the complainant's receipt of that decision.

The hearing officer's decision is subject to judicial review under [A.R.S. §12-901](#), *et seq.*

The hearing officer's decision following the hearing shall include a statement regarding the timelines for appeal (thirty-five (35) calendar days from receipt of the decision) to

seek review of that decision in the superior court in accordance with the provisions of [A.R.S. §12-901](#), *et seq.* on any of the grounds set forth in [A.R.S. § 41-783\(F\)](#).

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## **4-400 Workplace Protections**

### **© 4-404 Reasonable Accommodations**

The District is required to provide reasonable accommodation to qualified individuals with disabilities who are employees or applicants for employment, except when such accommodation would cause an undue hardship. A reasonable accommodation is a modification or adjustment to a job, the work environment, or the hiring process.

The District shall provide reasonable accommodations as they relate to the following aspects of employment:

1. Ensuring equal opportunity in the application process;
2. Enabling a qualified individual with a disability to perform the essential functions of a job; and
3. Making it possible for an employee with a disability to enjoy equal benefits and privileges of employment.
4. To address an employee's known limitations related to pregnancy, childbirth, or related medical conditions.

The District may not be required to provide accommodations if it will cause an undue hardship.

#### **Request for an Accommodation**

An applicant seeking an accommodation to participate in the application process should direct that request to the District's human resources department.

An employee who seeks an accommodation to perform the essential duties of the employee's position shall direct that request to the District's human resources department.

#### **Interactive Process**

The District shall engage in an interactive process to determine if an employee requires a reasonable accommodation to perform essential functions. The interactive process is informal; the purpose is to clarify what the employee needs and identify the appropriate reasonable accommodation(s). The District may ask the employee for additional information to describe the problems posed in the workplace and the employee's needs.

As a part of the interactive process, the District may request reasonable documentation that the individual has a disability and needs a reasonable accommodation. The District may seek input from a treating physician. The District may ask the employee to sign a limited release allowing the employer to submit a list of specific questions to the health care or vocational professional. The District may obtain an independent medical examination to address whether an individual has a qualifying disability and/or what reasonable accommodations may assist in permitting the employee to perform essential functions.

The District may offer alternative suggestions for reasonable accommodations and discuss their effectiveness in removing the workplace barrier that is impeding the employee.

### Examples of Reasonable Accommodations

The examples of reasonable accommodations set forth below are not exhaustive. Appropriate accommodations will be discussed during the interactive process, to help ensure that selected accommodations meet the needs of the applicant or employee. Accommodations could include but are not limited to:

1. Making existing facilities accessible;
2. Offering leave;
3. Job restructuring;
4. Part-time or modified work schedules;
5. Acquiring or modifying equipment;
6. Changing tests or training materials;
7. Providing qualified readers or interpreters; and/or
8. Reassignment to a vacant position.

The District may choose among reasonable accommodations and is not required to provide the employee's preferred accommodation(s) as long as the chosen accommodation is effective.

The District and the employee may periodically review the effectiveness of accommodations offered and revise as needed.

Adopted:

Legal Authority:

[29 U.S.C. § 701 et seq.](#)

[42 U.S.C. § 12101 et seq.](#)

[29 CFR Part 1630](#)

[34 CFR Part 104](#)

[42 U.S.C. 2000gg to 2000gg-6](#)