

Scottsdale Unified  
School District  
No. 48



Scottsdale *Unified*  
SCHOOL DISTRICT

**Arizona's Most Excelling Schools**

# **Classified Employment Agreement**

**Effective July 1, 2008**

# **SCOTTSDALE UNIFIED SCHOOL DISTRICT NO. 48**

## **2008-09 GOVERNING BOARD**

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**Dr. Eric Meyer (Clerk)**

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**TABLE OF CONTENTS**  
**For Classified Employment Agreement**

I. Recognition.....5

II. Administration .....5

III. Statement of Intent to Comply .....5

IV. Pre-employment Requirements.....6

    A. Loyalty Oath .....6

    B. Immigration and Naturalization Information.....6

    C. Selective Service Registration .....6

    D. Fingerprinting and Conviction Information.....6

    E. Immunization Requirements.....6

    F. License Requirements.....6

    G. Bus Driver Requirements.....7

V. Conditions of Employment .....7

    A. Work Week .....7

    B. Pay Periods and Pay Days.....7

    C. Lunch Periods and Rest Breaks .....8

    D. Probationary Periods.....8

    E. Performance Evaluation.....8

    F. Attendance and Absenteeism.....9

    G. Record Information.....9

    H. Notification of Criminal Charges.....10

    I. Notice of Subpoena, Summons or Legal Complaint .....10

    J. Safety .....10

    K. Employing Unit Rules and Regulations.....10

    L. Federal, State and Local Laws .....10

    M. Release of Information.....10

    N. Drug/Alcohol Testing .....11

    O. Searches .....11

    P. Work Fitness .....11

    Q. Supervision of Close Relatives .....11

VI. Job Classification and Pay Plan .....12

    A. Initial Placement on Salary Schedule .....12

    B. Definitions.....12

    C. Pay Rates for Transfers, Reclassifications, Temporary  
    Assignments, Transporter of Learners Trainee, Temporary  
    Substitute and Summer Help .....13

    D. Step Advancement .....15

    E. Overtime Accrual/Compensatory Time Off/Overtime Pay .....15

    F. Call Out Time .....16

    G. Reclassification Committee .....16

    H. Pay for Performance .....16

    I. Professional Development .....17

TABLE OF CONTENTS (CONTINUED)

VII. Employee Benefits .....	17
A. Sick Leave.....	17
B. Sick Leave Used as Personal Leave.....	18
C. Sick Leave Reimbursement at Retirement.....	19
D. Sick Leave Bank Program .....	19
E. Leave Under the Family and Medical Leave Act.....	21
F. Board Approved Leave of Absence.....	24
G. Reinstatement After Family and Medical Leave Act (FMLA) or Board Approved Leave of Absence.....	25
H. Military Leave .....	25
I. Vacation .....	25
J. Vacation Allowance Program.....	26
K. Holidays .....	27
L. President Release Time.....	27
M. Civic Leave .....	27
N. Group Insurance Program.....	27
O. Retirement Plan Participation .....	29
P. Workers Compensation Insurance .....	29
Q. Classified Tuition Reimbursement Program.....	30
VIII. Transfer .....	32
A. Job Posting Procedure.....	32
B. Administrative Reassignment .....	33
IX. Resignation and Retirement.....	33
X. Staff Reduction .....	34
A. Declaration of Reduction in Force.....	34
B. Seniority .....	34
C. Determination of Positions .....	34
D. Notification .....	35
XI. Reemployment of Former Employees .....	35
XII. Discipline.....	35
XIII. Grievance Procedure .....	36
A. Informal Procedure .....	37
B. Formal Procedure.....	37

APPENDIX

- Technology Use and Privacy Guidelines
- 2008-09 Classified Employee Work Schedule
- 2008-09 Job Classification and Pay Plan
- 2008-09 Classified Salary Schedule
- Dress Code Guidelines
- Classified Grievance Procedure Forms
- 2008-09 School Calendar

## I. RECOGNITION

- A. The Superintendent of the Scottsdale Unified School District No. 48 recognizes Scottsdale Support Personnel Association as the representative for all classified employees for the purpose of representing them on matters with respect to wages, benefits, and other terms and conditions of employment.
- B. If any part of this agreement is held to be invalid by operation of law or any tribunal of appropriate jurisdiction, or if compliance or enforcement of any part should be restrained by such tribunal, the remainder of this agreement will not be affected. A meeting process will commence within ten (10) working days of notification of a final determination of such illegality for the purpose of attempting to reach a mutually satisfactory solution for such part. All understandings and agreements reached as a result of this procedure will be reduced to writing, signed by each party, and made a part of this agreement.
- C. Employees should be treated with dignity and respect. Employees are reminded of the importance of District Policy GCBA Staff Ethics. Further, employees are to be reminded that disrupting a school institution may be a violation of Arizona Law and are encouraged to exercise their rights per ARS § 15-507.

## II. ADMINISTRATION

- A. The development and administration of the Classified Employment Agreement is the joint responsibility of the Superintendent, or his/her designee, and the President of the Scottsdale Support Personnel Association. The Executive Director of Human Capital is responsible for the day-to-day implementation of this agreement and the pay plan, and shall make appropriate recommendations for change as needed.
- B. The pay plan described herein applies to all members of the classified staff of the District.

## III. STATEMENT OF INTENT TO COMPLY

The Scottsdale Unified School District No. 48 affirms its intent to comply with all Federal and State laws relating to the prevention of discrimination and retaliation. All courses, services, activities, and employment opportunities are offered without regard to race, color, religion, national origin, age, sex, or disability.

This compliance is to include, but not be limited to, the regulations of Title IX of the Education Amendments of 1972, Section 504 of the Vocational Rehabilitation Act of 1972; Americans with Disabilities Act of 1990; Title IV of the Civil Rights Act of 1964; the Family and Medical Leave Act of 1993; and Age Discrimination in Employment Act, Title VII of the Civil Right Act of 1964, the Fair Labor Standards Act, The United States Constitution, The Arizona Civil Rights Act.

#### IV. PRE-EMPLOYMENT REQUIREMENTS

##### A. Loyalty Oath

In compliance with ARS §38-231, all employees are required at time of employment to sign an oath affirming support of the Constitution of the United States and the Constitution and Laws of the State of Arizona.

##### B. Immigration and Naturalization Information

In compliance with the Immigration Reform and Control Act, all new employees are required to complete the U.S. Immigration and Naturalization Service (INS) form documenting their identity and eligibility to work in the United States.

##### C. Selective Service Registration

In compliance with ARS 38-201, which became effective September 30, 1988, all new male employees born in 1960 or later must show proof of Selective Service registration in order to secure employment with the Scottsdale Unified School District.

##### D. Fingerprinting and Conviction Information

In compliance with ARS 15-512, all personnel hired by Scottsdale Unified School District after January 1, 1990, must be fingerprinted as a condition of employment except personnel who are required as a condition of licensing to be fingerprinted.

The new employee will be required to reimburse the District the actual cost of the fingerprint check. If the conviction information provided on the employee's Classified Employment Application should prove inconsistent with the information received from the fingerprint check, the employee will be terminated from his/her position with the District.

##### E. Immunization Requirements

Arizona Department of Health Regulations require an immunization record for each school employee showing immunity for measles and/or rubella to be on file prior to employment.

##### F. License Requirements

Persons employed in positions which require them to drive District vehicles are required to have or obtain the appropriate Driver's License for the vehicle operated before or immediately following employment and must maintain a valid license while the driving of District vehicles remains a job requirement. Costs associated with licensing will be borne by the employee.

G. Bus Driver Requirements

Bus Drivers will be employed during training. All drivers of school buses are required by law to have a valid Commercial Driver's License with a "P" endorsement and an "S" endorsement, a State of Arizona School Bus Driver's Certificate, complete a driver training course, First Aid training, CPR training and pass a pre-employment drug/alcohol testing as per ARS §15-513. The costs associated with licensing, fingerprinting, pre-employment medical examination and pre-employment drug/alcohol testing will be borne by the employee. The employee will be reimbursed for the cost of the pre-employment medical examination and pre-employment drug/alcohol test upon satisfactory completion of the initial probationary period and upon the recommendation of the Director of Transportation of Learners and Safety. The Scottsdale Unified School District provides the initial training necessary to meet bus driving requirements and bears the cost of any further drug/alcohol testing.

Transportation employees may also be asked to submit to drug and alcohol testing where the supervisor of the employee or supervisor's designee has probable cause that the employee's job performance has been impaired.

V. CONDITIONS OF EMPLOYMENT

A. Work Week

The regular work week for all classified employees shall be Monday through Friday. If deemed advisable or necessary to modify the regular work week of individual employees or groups of employees, reasonable advance notice shall be given the affected employees whenever possible. Departments may use alternative work schedules for employees to meet District and departmental needs for work performed while students are not required to be in attendance or when environmental conditions may be adverse.

The standard work week for determining eligibility for overtime pay or compensatory time for hours worked in excess of forty (40) is a period of 168 consecutive hours beginning at 12:01 a.m. on Sunday and ending at midnight on the following Saturday.

B. Pay Periods and Pay Days

Pay periods are two (2) calendar weeks in length, beginning on Sunday and ending on Saturday. Paychecks for regular employees working twenty (20) hours or more per week are issued on a biweekly basis every other Friday. Pay is issued with a one-week delay.

Paychecks for employees reporting hours as worked on time slips are issued on a bi-weekly basis every other Friday. Due to processing requirements, pay for these employees is normally a two-week delay. The same is true for overtime pay or other pay adjustments.

Paychecks are distributed to employees at the school or other facility where they work. Questions concerning pay, payroll deductions or other related payroll matters

will be brought to the attention of the immediate supervisor, the Payroll Department, or Human Capital, if necessary.

C. Lunch Periods and Rest Breaks

Scheduling of lunch periods and rest breaks is the responsibility of the immediate supervisor. Lunch periods are a minimum of thirty (30) minutes in length.

Employing units may observe forty-five (45) minute lunch periods, depending upon operational needs. The lunch period is outside the scheduled number of assigned work hours. Rest breaks are within the scheduled number of work hours. District employees may use the food services facilities at the various schools.

Employees who work full time are entitled to a morning and afternoon rest break of fifteen (15) minutes duration. Those working half time, either full morning or afternoon, are entitled to one rest break. The provision for rest breaks for employees who work other than four (4) or eight (8) hours per day is a matter for determination by individual supervisors.

D. Probationary Periods

Employees newly appointed to a regular position, and those transferred to a new position, shall have the benefit of a ninety (90) calendar day probationary period during which they will be given an opportunity to become familiar with their duties and to demonstrate their ability to perform satisfactorily.

The base probationary period shall be ninety (90) calendar days in length, but may be extended to a maximum of one hundred eighty (180) calendar days at the discretion of the supervisor, if additional time should be required to conclusively evaluate an employee's performance. For employees hired after April 1, 2006, upon successful completion of the probationary period, the supervisor may submit a recommendation for step advancement to Human Capital if the employee is otherwise eligible for step advancement consistent with other classified employees.

Following initial appointment of new employees, termination for unsatisfactory performance during the probationary period may occur at any time, at the sole discretion of the District, without recourse to the grievance procedure.

Following transfer, after having completed an initial probationary period, termination occurring during the ensuing probationary period shall be for just cause following the procedures in Section XII., Discipline, of this agreement with recourse to the grievance procedure.

E. Performance Evaluation

The performance of new employees or those who have transferred to a new position shall be evaluated prior to the completion of the ninety (90) calendar day probationary period.

The performance of all regular employees shall be evaluated annually. Regular employees become eligible for step advancement in the appropriate pay range based

on supervisory recommendation and evaluation of performance. Step advancement is not automatic and may be approved or denied based on performance and budget approval.

Step advancement is dependent upon budget approval each year. If an employee is on an improvement plan they will not be eligible for step advancement if step movement is granted by the Governing Board.

Unscheduled written evaluations may be conducted as deemed appropriate by the immediate supervisor to assist employees in more adequately performing their job responsibilities.

An employee may file a written response or reaction to his/her evaluation. The employee must submit the original written response or reaction to the Human Capital Department for filing with the evaluation in the employee's official personnel file, and provide a copy of the written response or reaction to the evaluating supervisor, and to any reviewer who signed the evaluation.

F. Attendance and Absenteeism

All employees are expected to be present during all of their working hours. Absence without prior approval, chronic absences and habitual tardies or abuses of designated working hours may result in disciplinary action up to and including dismissal.

It is the responsibility of the employee to notify the supervisor promptly in case of absence. Failure to report absences promptly may result in disciplinary action. Failure to report to work on the first work day may be cause for dismissal. Failure to report an absence after two (2) consecutive work days will result in disciplinary action which may lead to and include termination. In case of a planned absence (sick leave, vacation, military duty, etc.), the supervisor must be notified in advance of the absence. Upon return to work, the employee must file a Cause of Absence slip with the supervisor.

Excessive absenteeism is defined as more days used than accrued in a calendar year based upon the number of leave days accrued per the calendar (see p. 15). Excessive absenteeism does not automatically equate to discipline/adverse action, but does provide a qualifier around what is considered "excessive". Legitimate cases, including illness or other circumstances, provide guidance for empathy in working with employees.

G. Record Information

Any changes which may occur following employment, i.e. e., change of name, address, phone number, marital status, number of dependents for tax withholding purposes, person to notify in case of emergency, etc., must be brought to the attention of Human Capital and the employee's supervisor immediately.

H. Notification of Criminal Charges

Should an employee of the Scottsdale Unified School District be formally charged by legal authorities or convicted of any criminal offense, including a felony or misdemeanor, but excluding minor traffic violations, the employee must notify Human Capital as soon as possible, but not later than the next regular business day for the Education Center.

I. Notice of Subpoena, Summons or Legal Complaint

Any employee who is served with a subpoena, summons or legal complaint on a matter relating to his/her employment or any other matter relating to the Scottsdale Unified School District must notify the District's Law Department and the Executive Director of Human Capital as soon as possible, but not later than the next regular business day for the Education Center.

J. Safety

All employees have the responsibility of maintaining safe conditions in their work areas and making safety a part of the normal work routine. Failure to observe safe work practices and procedures may be cause for disciplinary action including termination.

K. Employing Unit Rules and Regulations

Subject to prior approval by Human Capital, employing units may establish and publish rules, regulations and procedures pertaining to lunch periods, rest breaks, hours of work and safety practices. Copies of these rules will be filed with Human Capital at the beginning of each fiscal year. These rules, regulations and procedures shall be in compliance with this employment agreement and any other applicable governing board policies and procedures. Lunch periods, rest breaks, hours of work, safety practices, work methods, etc., may vary between employing units. Employees will comply with established work schedules. Questions may be directed to the immediate supervisor, unit head, or Human Capital.

L. Federal, State and Local Laws

All employees must comply with all federal, state and local laws that are imposed on school districts.

M. Release of Information

All inquiries or requests from outside the District for information regarding employees or former employees of the District must be submitted in writing to the Human Capital Department.

N. Drug/Alcohol Testing

**Commercial Drivers License Holders**

The Omnibus Transportation Employee Testing Act of 1991, which became effective on January 1, 1995, requires random and post accident drug and alcohol testing and provides for probable cause testing of all employees of the District who are required to have a commercial driver's license (CDL) for performance of job duties. The Director of Transportation of Learners and Safety provides all of these drivers with materials explaining the requirements of the Omnibus Act and the District's policies and procedures with respect to meeting such requirements.

In addition, under Arizona Revised Statutes 15-513, staff members involved in the maintenance and service of vehicles used to transport students, Transportation Department staff members involved in dispatching and supervision, and staff members transporting any student in any vehicle for any District event are subject to drug and alcohol testing where their supervisor has probable cause that the employee's job performance has been impaired by drug or alcohol use. Staff members employed as Bus Assistants are included.

A copy of the Procedures for Drug and Alcohol Testing is maintained in the Transportation Department, Building Services Department, Human Capital Department, and in all school principals' offices.

**All Other Classified Employees**

Based upon a reasonable suspicion, any employee shall be required to undergo an intoximeter breath test, blood, urinalysis, hair, saliva or any other appropriate test to detect and substantiate the presence of drugs and/or alcohol. Reasonable suspicion is based on, but not limited to, specific observations concerning the appearance, behavior, and speech or body odors of the employee. Any costs for testing will be at the expense of the District. Such requests for testing must involve consultation with the Executive Director of Human Capital or his/her designee.

O. Searches

Desks, lockers, cabinets and other school provided storage spaces are subject to searches. Consent to searches is a condition of employment. Refusal to consent to a search can result in disciplinary action, up to and including termination.

P. Work fitness

If the Executive Director of Human Capital observes or assesses that the employee is unable to perform the essential functions of his/her position, the Executive Director of Human Capital may request a written statement or documentation from the employee's treating physician.

Q. Supervision of Close Relatives

No person employed by the District may be supervised directly by a close relative (father, mother, son, daughter, sister, brother, or spouse). This will apply for summer or part-time work as well as for full-time employment.

VI. JOB CLASSIFICATION AND PAY PLAN

(See Appendix for 2008-09 Classified Job Classifications and Pay Plan.)

A. Initial Placement on the Salary Schedule

The Executive Director of Human Capital will assign new employees to a step on the pay range for their position based on previous related work experience, according to the following scale.

- 0 - 1 years of experience .....Entry Level
- 2 - 4 years of experience .....2% above entry level
- 5 or more years experience .....4% above entry level
- An addition 2% will be added with proof of college degree

In areas of critical shortage, partial or full experience may be granted upon the recommendation of the supervisor and approval of the Superintendent. In these cases, step placement will be determined by the Superintendent. Internal equity will be a consideration in such placements.

B. Definitions

Transfer is a process by which employees move laterally, or to higher or lower grade on the Classified Salary Schedule. Transfer requests may be initiated by either the employee or by administration. Promotions, demotions, and lateral moves are classified as transfers.

Reclassification is a process in which a position and the incumbent employee move to a higher or lower grade on the salary schedule, due to a significant change in job duties, skills, certification or education level needed to perform the job.

Regular employees are those employees hired into regular, budgeted positions. Regular employees earn District seniority and may or may not be eligible for benefits based on the number of scheduled work hours per week.

Limited Appointments

Employees are sometimes hired under Limited Appointment Employment Agreements for positions that are funded for one school year only. Limited appointment employees are eligible for benefits granted to other eligible classified employees including insurance, retirement, holiday pay, sick leave, personal leave, and, if appropriate, vacation.

Limited appointment employment creates no rights to or expectation of continued employment with the District. District seniority is not earned for limited appointments. The provisions of Section X, Staff Reduction, do not apply.

Substitute and Temporary Help

Substitute and temporary help are hired on a time slip basis for limited periods of time. Substitute and temporary employees do not accrue District seniority and are not

eligible for benefits. Procedurally, substitute and temporary assignments are as follows:

1. Substitute employees are hired to cover for day-to-day employee absences or for employees who are on Family Medical and Leave or Board-Approved Leaves of Absence. Substitutes may also be hired for vacant positions during periods when it is not desired to fill the position with a regular employee such as towards the end of a school year when funding levels for the next school year are uncertain.
2. Temporary employees are hired as extra help for special projects or needs over and above regular budgeted positions. Temporary employment is usually short-term and may be intermittent in nature.
3. Summer help employees are temporary employees who are hired to work during a specified time period during the summer months in a budgeted summer program.

C. Pay Rates for Transfers, Reclassifications, Temporary Assignments, Transporter of Learners Trainee, Temporary, Substitute and Summer Help

Transfer - A classified employee receiving a promotion to a higher level position will be assigned to the appropriate pay grade for the position and will be placed on a step which represents the closest percentage increase to ten percent (10%) and not to exceed twenty percent (20%) from his/her previous salary placement.

Example: An employee's previous salary placement was Grade B, Step 3, \$7.68 per hour. The employee is promoted to a position on Grade D. Placement on Grade D, Step 3, \$8.30 per hour would be an increase of eight point one percent (8.1%) Placement on Grade D, Step 4, \$8.64 per hour would be an increase of twelve and a half percent (12.5%) The employee would be placed on Grade D, Step 3 \$8.30 per hour, which is the closest percentage increase to ten percent (10%).

In cases where an employee receiving a promotion would gain a greater percentage increase by resigning and being given experience credit as a new hire, the Executive Director of Human Capital may authorize placement according to the scale for new employees Section VI, A.

An employee who transfers to a lower level position will be assigned to the appropriate pay grade and shall retain the step previously held.

The Executive Director of Human Capital may recommend an exception to the above procedures to the Superintendent.

Reclassification - Requests for reclassification are submitted to the Executive Director of Human Capital via the appropriate Department Administrator. Requests are reviewed and analyzed by Human Capital and presented for review by the full Superintendent's Leadership Learning Team. The Superintendent's Learning Leadership Team approves all reclassifications and determines appropriate step placement.

Temporary Assignment - When an employee is temporarily assigned the duties of a vacant higher level position on the classified pay plan due to the absence of an employee for a period of more than four (4) consecutive working days and during such period more than fifty percent (50%) of the working time is spent performing the duties of the higher level position, the employee shall be entitled to a higher rate of pay determined by Human Capital in the same manner as if a promotion had occurred. The higher rate of pay will be retroactive to the beginning date of the temporary assignment. The higher rate will prevail only on those days when work is performed in the higher level position. Holidays, sick leave, civic leave, religious leave and vacation are excluded.

Bus Driver Trainees - A bus driver trainee will be considered a temporary employee and will receive the entry level step on the bus driver pay grade for up to forty (40) hours of training.

Temporary and Substitute Help (Except Relief Bus Drivers) - Temporary help and substitute help will receive the entry level step on the pay grade for the position held. A retiree returning to substitute or on temporary status in exactly the same job from which they retired will receive the second step on the pay grade for the position. A retiree returning to substitute or on temporary status in any other position will receive the entry level step on the pay grade for the position held. Any exceptions to this placement will be at the recommendation of the Executive Director of Human Capital to the Superintendent, who will make the final salary determination.

Relief Bus Drivers - A relief bus driver is considered a temporary employee and will receive the entry level step on the bus driver pay grade upon initial employment as a relief driver. A retired bus driver returning to a relief bus driver status will receive the second step on the pay grade for the position as provided for all other temporary and substitute help employees.

Based upon budgetary considerations and the recommendation by the Director of Transportation of Learners and Safety, relief bus drivers who drive four hundred fifty (450) hours or more during any school year and continue as relief bus drivers in the following school year may receive the next step pay rate on the bus driver pay grade up to and including the fifth step.

Summer Help - Summer help may be employed as allocated in the budget. For the purpose of this paragraph "summer" help will be defined as those employees starting no earlier than the next working day after the ending date for 180 work day employees and ending the last working day prior to the return date for 180 work day employees. Those employed at any time during this period and classified as summer help will receive the entry level step on the pay grade in effect at the beginning of the "summer" period for the position held and will continue to receive that rate for the duration of the "summer" period as defined above. Regular District employees used as "summer" help will receive the summer rate if performing duties outside their regular work responsibilities. Regular part-time District employees who increase their work hours and are performing like work responsibilities as part of the "summer" program will receive their regular rate of pay. All summer help pay will be on a time slip basis.

A "summer" help employee who is approved to continue employment past the end of the "summer" period will receive the pay rate in effect at that time for temporary employees, will have his/her status changed to temporary and will begin to receive the new hourly rate starting the first working day for nine (9) month employees.

D. Step Advancement

Step advancement is granted only at the beginning of each fiscal year (July 1st), but advancement is not automatic and is based on budgetary consideration. In addition, step advancement may be denied based on supervisory evaluation of performance.

An employee must have completed his/her entry probationary period prior to July 1st and must have been in a paid status as a regular employee for at least ninety (90) calendar days in the fiscal year preceding July 1st in order to be eligible for step advancement.

E. Overtime Accrual/Compensatory Time Off/Overtime Pay

Overtime Accrual

Overtime is defined as time worked in excess of forty (40) hours in any seven (7) day work week and is eligible for compensatory time off or overtime pay at the employee's option. Each forty (40) hour work week stands alone. Days taken off for sick leave, vacation, District-approved holidays, use of accrued compensatory time, or civic leave (except jury duty) will NOT be treated as days worked in calculating the forty (40) hours worked in a work week. Dock days will not be treated as days worked in calculating the forty (40) hours worked in a work week.

Employees working on a holiday will also receive the holiday pay to which they normally may be entitled.

Employees shall receive overtime pay or be given compensatory time off for time worked only to the extent the employee works more than forty (40) hours in the work week. Jury duty counts as time worked and may cause employees to be eligible for overtime.

Employees are not to work more than their scheduled work hours or work on holidays or during holiday periods without appropriate authorization from their supervisor. Appropriate authorization includes pre-approved contingency plans for taking care of emergency situations. This appropriate authorization must be entered on the "Record of Compensatory Time" form. It is not permissible for employees to volunteer extra time in their assigned job either by staying overtime at the work site or by taking work home without it being approved and recorded on the "Record of Compensatory Time" form. Unauthorized time worked beyond scheduled work hours may be cause for disciplinary action.

Overtime Pay /Compensatory Time Off

Overtime pay is calculated at a rate of one and one-half the employee's regular hourly rate of pay. Compensatory time off, in lieu of overtime pay, for time worked in excess of the forty (40) hour work week may be granted. Compensatory time off is granted at the rate of time and one-half for overtime worked up to a total of two

hundred forty (240) hours (one hundred sixty 160 regular hours at time and one-half). The computation of compensatory time at the rate of time and one-half only applies to hours worked beyond the forty (40) hour work week. Overtime pay must be given for all overtime accrued past two hundred forty (240) hours of compensatory time. Accurate records of all compensatory time off earned and used within each fiscal year will be maintained as required by law by the unit supervisor on the "Record of Compensatory Time" form provided by Human Capital. These forms will be sent to Human Capital on a yearly basis to be included in the employee's personnel file. Compensatory time off should be used within the current fiscal year and within a reasonable period of time after it is earned. Compensatory time off may not be used on a day when the employee is not scheduled to work.

#### Flex Time Off

Employees who work extra hours on any work day during a forty (40) hour work week may be granted an equal amount of time off during the same work week on a "flex time" basis. Arrangements for flex time are made between the employee and the supervisor and such time is not recorded on the "Record of Compensatory Time" form. The purpose of flex time is to arrange the scheduled hours for the work week so that they do not exceed forty (40) hours.

#### F. Call Out Time

Employees who are called out to work during non-scheduled work hours will be paid for a minimum of three (3) hours.

In cases where the employee works a split shift, the additional hours would have to occur before the start of the first scheduled shift of the day or after the end of the last scheduled shift of the day and under circumstances where the employee is required to return to the workplace.

#### G. Reclassification Committee

SSPA and SUSD will jointly administer the reclassification committee. The purpose of the committee is to annually review requests for reclassification or salary adjustment. Fifty thousand dollars (\$50,000) shall be budgeted for 2007-08 year for purpose of beginning this process. Requests for reviews must be submitted to the SSPA or SUSD representatives in order to be considered. All submissions must be received no later than April 1, 2009, in order to be considered for the 2009-10 fiscal year. The committee shall consist of no more than three (3) representatives from SSPA and no more than three (3) representatives from the District. (Also see VI. Job Classification and Pay Plan, C, Reclassification)

#### H. Pay for Performance

The District and Association agree to an allocation of up to \$150,000 for the development of a Pay for Performance plan for classified employees. The committee that will design this program will consist of three administrators and four classified employees. The committee will present its initial design no later than Oct. 31, 2008.

I. Professional Development

The joint committee developed from last year will continue its work toward development of a comprehensive professional development plan for classified employees. The committee has an allocation of \$25,000.

VII. EMPLOYEE BENEFITS

A. Sick Leave

Employees who work a minimum of twenty (20) hours per week in a regular position are eligible to earn unlimited accrued sick leave on an hourly basis as follows:

<u>Sick Leave Earned per Fiscal Year *</u>	<u>Days</u>	<u>Hours</u>
12 Month Employees	16.0	128
10 Month + 5 days Employees	13.5	108
10 Month Employees	13.5	108
9.5 Month Employees	13.0	104
9 Month Employees	12.5	100

*\* Based on full-time employment*

Sick leave is credited from the date of regular employment, on a biweekly basis, pro-rated across the number of pay periods in the work year for the position. An employee must be in a paid status for at least fifty percent (50%) of the pay period in order to be credited with sick leave.

The use of sick leave credit may be approved for the following reasons:

1. Personal illness or injury of a confining nature;
2. Personal illness or injury to a member of the employee's immediate family which requires the care and attendance of the employee;
3. Medical, dental or optical examination or treatment for the employee or a member of the employee's immediate family that cannot be scheduled outside an employee's regular working hours;
4. Parental leave due to the birth or adoption of a child; or
5. Death of a member of the employee's immediate family (up to five (5) days\*) or other close relative (up to two (2) days\*). Based upon the circumstances in each instance, an additional amount of sick leave (up to five days\*) may be approved by the Superintendent or his/her designee in instances of death to an employee's immediate family.

The term "immediate family" shall be limited to the employee's spouse, child, parent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild; except in the case of FMLA leave, which limits coverage to the employee's spouse, child or parent.

A signed physician's statement, at the employee's cost, may be required by Human Capital as proof of personal or family illness or of the ability to return to work. Failure to submit a physician's statement upon request is cause for the denial of sick and/or vacation leave payment and may result in disciplinary action up to and including termination.

The use of sick leave credit may be approved and reported in minimum units of one-quarter hour. It is the responsibility of the supervisor to process reports of all sick leave taken by employees.

If an employee is absent due to personal illness for more than ten (10) consecutive working days\*, a physician's statement which indicates the anticipated duration of the absence must be submitted to the supervisor. If the employee is absent for more than five (5) consecutive working days\* due to serious illness or injury to a member of the employee's immediate family, a physician's statement which indicates the anticipated duration of the absence must be submitted to the supervisor. In cases where the physician is not able to specify a date of return, the employee shall communicate with the supervisor every ten (10) working days\* to keep the supervisor advised as to his/her status. Failure to submit a physician's statement or to advise the school District of status may be cause for the denial of sick leave payment and for further disciplinary action. Before returning to a work status from extended personal illness of more than ten (10) consecutive working days, the employee must submit a signed release from a physician.

Employees may request leave under the Family Medical Leave Act, to the extent that the employee has not already exhausted his or her FMLA Leave, or a Board-Approved Leave of Absence.

Sick leave credit shall not be earned during an unpaid leave of absence or other extended period of inactive pay status and is subject to appropriate adjustment in accordance with established procedures.

Sick leave requested with less than two work days notice may be approved by the supervisor, but the employee will be required to state the reason for the leave before approval is granted.

Sick leave days may not be used on a day when an employee is not scheduled to work.

\*A "day" is based on the hours per day normally worked excluding any special schedules such as summer hours.

B. Sick Leave used as Personal Leave

Up to three (3) days of sick leave may be used during a fiscal year as personal leave for employees who have been employed less than five (5) consecutive years by the District. Up to five (5) days of sick leave may be used during a fiscal year as personal leave for employees who have been employed more than five (5) consecutive years by the District.

Employees are encouraged to consider the actual amount of time needed for leave when it is requested, and to the extent possible, minimize the impact that their absence may have in the workplace.

Personal leave will not be allowed the week prior to the beginning of the school year and the first week of school at the beginning of the school year, the last week of school, or the week after students are released at the end of the school year, **unless pre-approved by a supervisor.**

Supervisors may grant additional use of sick leave days for personal use under extenuating circumstances.

Except in cases of emergency, requests for personal leave must be submitted with a minimum of two (2) workdays' notice. Approval is at the discretion of the supervisor. If the request is denied, the employee may request the reason for denial in writing. The supervisor should respond to the employee's request in a timely manner.

C. Sick Leave Reimbursement at Retirement/ Resignation

An accumulated sick leave reimbursement program is provided for all retiring employees who are eligible and have applied to receive Arizona State Retirement benefits.

Employees who submit a resignation or retire with 30 days notice of will receive a thirty percent (30%) buy back of their accumulated sick leave based on their current hourly rate. Employees must have completed at least 10 years of service to be eligible for this payout.

Employees who submit a resignation for the purpose of retirement after February 1st of any given school year shall be required to wait until after June 30 of the following school year to receive this thirty percent (30%) sick leave buy back.

In case of death of an employee, accumulated unused sick leave shall be paid to the estate of the deceased classified employee at the same rate of reimbursement as that paid to classified employees upon retirement.

Classified employees will be eligible for a 401 (a) Special Pay Plan upon retirement for unused sick leave. The minimal qualification is \$3,500 in accrued leave. Employees who retire will be eligible at age 50. The District determines how the funds will be allocated based upon the exit interview.

D. Sick Leave Bank Program

A Sick Leave Bank (SLB) will be maintained for all classified employees who elect to voluntarily participate. Employees who wish to participate initially contribute sixteen (16) hours of unused sick leave to the bank during the month of September. Employees making an initial contribution must have at least 40 hours of accrued sick leave at the time of the contribution. Employees not participating in previous years may enroll in the SLB during the month of September of any succeeding year by contributing sixteen (16) hours of sick leave to the SLB. When hours in the bank drop below the minimum balance established, those members wishing to continue

membership with the bank will be required to contribute eight (8) additional hours of sick leave to the SLB.

The following guidelines will be followed in administering this program:

1. Only those employees contributing to the SLB will be eligible to receive days from the bank.
2. Hours contributed to the SLB cannot be subsequently refunded unless the SLB is dissolved. An employee's rights to the SLB are discontinued upon termination of employment or retirement.
3. The employee who has contributed to the SLB may receive up to forty (40) days from the bank when all the individual's accumulated sick leave, vacation, and compensatory hours have been exhausted.
4. An employee wishing to receive days from the SLB shall submit a written request on the appropriate form and return it to Human Capital. The request should be received prior to the commencement of the leave and no later than the last day of the requested leave. The request could be made by another member of the family and/or an administrator. Human Capital has the right to request a second opinion from a specified doctor of their choice.
5. An individual may request from two (2) to twenty (20) consecutive days (not to exceed forty (40) days) by submitting an application to Human Capital. An employee may submit an additional request, following SLB guidelines, after the initial grant has been expended. Each application will be reviewed by Human Capital.
6. An employee who qualifies for short-term disability coverage is not eligible to receive SLB days beyond the waiting period of the short-term disability policy (e.g., 14, 30, or 90 days). If any SLB days were granted beyond the waiting period, the employee must reimburse the SLB for those days.
7. An employee may receive days from the SLB for a serious health condition to self or immediate family as defined in Article VII, Section E, page 22.
8. No employee may receive days from the SLB for injuries or illness covered by Worker's Compensation.
9. Human Capital will review each SLB request independently following SLB guidelines.
10. The number of days granted to an employee from the SLB will be based on the employee's regular work schedule. For example, an employee whose regular work schedule is four (4) hours per day, who requests ten (10) days from the SLB, would be granted forty (40) hours (10 days x 4 hours per day = 40 hours).

11. If the SLB is dissolved, hours remaining in the bank will be returned to current participants on a basis prorated by their respective contributions and the number of hours remaining at that time.
12. All decisions of Human Capital are final.

E. Leave under the Family and Medical Leave Act (FMLA)

Any eligible employee of the District may take up to twelve (12) weeks of FMLA leave during any twelve (12) month period (the 12-month period is a “rolling period” based on the date the leave is requested to begin and looking backward at the last 12-months of use) with or without pay to the extent that the employee has accrued leave, for any one or more of the following reasons:

- For the birth of a child of the employee and in order to care for such child.
- For the placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, or parent) with a serious health condition.
- For the employee’s own serious health condition that renders him or her unable to perform the functions of his or her job.

Employees using FMLA leave are required to use all available paid leave (including hours from the Sick Leave Bank) concurrently with their FMLA leave. Compensatory time off is not a form of accrued paid leave that an employer may require the employee to substitute for unpaid FMLA leave. The employee may request to use his/her balance of compensatory time for an FMLA reason. If the employer permits the accrual to be used in compliance with FMLA, the absence which is paid from the employee’s accrued compensatory time “account” may not be counted against the employee’s FMLA leave entitlement.

For purposes of determining the amount of leave used by an employee, the fact that a holiday may occur within the week taken as FMLA has no effect. However, if for some reason the District has temporarily ceased operations and employees generally are not expected to report to work for one or more weeks (e.g., school closing two (2) weeks during the winter break or summer vacation), the days the employer’s activities have ceased do not count against the employee’s FMLA entitlement.

Any employee who has been employed by the District at least twelve (12) months and who has completed at least 1,250 hours of service immediately prior to the time the leave is to commence shall be eligible for FMLA leave. Full-time, exempt employees are presumed to have met the 1,250 hours of service required for eligibility if they have worked for the District at least twelve (12) months and have not otherwise been off work for extended periods of time during the previous twelve (12) month period.

For purposes of FMLA, a serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves one of the following:

For purposes of FMLA a serious health condition\* means an illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this section, defined to mean inability to work or perform other regular daily activities due to the serious health condition, treatment therefore due or recovery there from), or any other subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
  - A period of incapacity (i.e. inability to work or perform other regular daily activities due to the serious condition, treatment therefore, or recovery there from) of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that involves:
  - Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or provider of health care services under orders of, or on referral by a health care provider, or
  - Treatment by a health care provider on a least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider.

Eligible employees are entitled to up to 12 weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining “any qualifying exigency.” In the interim, employers are encouraged to provide this type of leave to qualifying employees.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12 month period to care for the service member. This provision became effective immediately upon enactment. This military caregiver leave is available during “a single 12 month period” during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

A medical certificate from a qualified health provider must support all FMLA leave requests, except for adoption. The employee may also be required to provide periodic status updates to Human Capital.

Employees must submit a request for FMLA leave to Human Capital at least thirty (30) days before the FMLA leave is to begin, if the need is foreseeable, or within two (2) days of becoming aware of the need when the leave is unforeseen. It is not necessary for the employee to specifically request leave as FMLA qualifying. If the

qualifying conditions are present, the District can designate the leave as Family and Medical Leave and must immediately notify the employee.

Intermittent or reduced schedule leave (reduced hours per day or reduced workweek) may be taken when medically necessary to care for a seriously ill family member or because of the employee's serious health condition. An employee using intermittent leave may be temporarily transferred to an available position for which he or she qualifies and which better accommodates recurring periods of leave. The alternative position must have equal pay and benefits, but not necessarily equal duties.

Entitlement to FMLA leave for the birth of a child or the placement of a child for adoption or foster care ends at the expiration of a twelve-month period, beginning on the date of the event.

An employee and spouse employed by the District are entitled to a combined total of twelve (12) weeks of leave if the leave is taken for the birth or adoption of a child or to care for a sick parent or child.

During periods of FMLA leave, the District will continue to pay its share of the employee's medical insurance premium, with the employee making any payment for his/her share. An employee who chooses not to retain coverage during Family and Medical Leave is entitled to be reinstated on the same terms as prior to taking the leave. Employees have a thirty (30) day grace period in which to make premium payments. If timely payment is not made, the employee's insurance coverage may be cancelled.

Employees are not permitted to engage in unauthorized outside employment while on Family and Medical Leave or a Board-Approved Leave of Absence.

FMLA leave cannot be extended beyond the twelve (12) week limit. A request for Board-Approved Leave of Absence may be submitted for absences of longer duration.

Employees who do not meet the eligibility requirements for FMLA leave may request a Board-Approved Leave of Absence.

If the FMLA leave is due to the personal health of the employee, the employee must provide a written physician's release prior to his/her return to work. If such certification is not received, the return to work will be delayed until certification is provided.

Per Board Policy GCCC, Professional/Support Staff Leaves of Absence without Pay, special rules may be applied for instructional employees who are on a Family and Medical Leave of Absence.

\* As defined by the Family and Medical Leave Act.

F. Board-Approved Leave of Absence

Regular employees who have completed their initial ninety (90) day probationary period may request a leave of absence with or without pay to the extent that the employee has accrued leave, for a specified period not to exceed one year per Arizona Revised Statute 15-510. Such leave will be granted only if it will not interrupt the educational process.

Employees must submit a Leave Request form to Human Capital at least thirty (30) days before the leave is to begin, if the need is foreseeable, or within two (2) days of becoming aware of the need when the leave is unforeseen.

Leave of absence may be requested for, but not limited to the following:

- For the birth of a child of the employee and in order to care for such child.
- For the placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, or parent) with a serious health condition.
- For the employee's own serious health condition that renders him or her unable to perform the functions of his or her job.
- For educational growth related to job assignment;
- To serve in public office;
- Military assignment.

For purposes of LOA, a serious health condition is defined on page 22.

A medical certificate from a qualified health provider must support all LOA leave requests for medical reasons. The employee may also be required to provide periodic status updates to Human Capital.

Employees using LOA leave are required to use all available paid leave (including hours from the Sick Leave Bank and any accumulated compensatory time) concurrently with their LOA leave.

Employees may not request a leave of absence from one position to assume another position in the District.

Accepting other employment while on leave of absence without the written permission of the Superintendent or his/her designee is considered a violation of the conditions of leave and will result in a recommendation for termination from District service.

G. Reinstatement After FMLA or Board-Approved Leave of Absence

An employee returning to District service on or before the expiration of an FMLA leave or Board-Approved Leave of Absence shall be entitled to rights of reinstatement limited to the following (Military Leave of Absence - see Section VII., H):

1. Placement in the same or substantially similar type of position occupied at the time the leave was granted, provided such position remains in the Table of

Organization and is available. If the position has been eliminated due to staff reduction, the employee will be entitled to all rights due under the staff reduction reinstatement provisions.

2. Restoration of seniority as of the date the leave was taken.
3. Assignment of a rate of pay or to a step in the pay plan as may be in effect at the time of reinstatement.

Employees must report, in writing, their intent to return from an extended FMLA leave or a Board-Approved Leave of Absence to the Human Capital Department and to their supervisor ten (10) working days prior to the expiration date of their leave. A classified employee who does not report his/her intention to return from a Board - Approved Leave of Absence by the designated date will be considered to have resigned.

The employee must provide a written physician's release prior to return to work, if the FMLA leave or Board-Approved Leave of Absence is due to the personal health of the employee. If such release is not received, the return to work will be delayed until provided.

H. Military Leave of Absence:

In accordance with ARS §38-610, regular and temporary employees with military obligations may take military leave with pay not to exceed thirty (30) workdays in any two (2) consecutive calendar years for training duty or to attend camps, maneuvers, formation or drills. Military leave shall result in no loss of seniority, pay, sick or vacation leave or other employee rights per the Uniformed Services

Employment and Re-Employment Rights Act. Military leave in excess of thirty (30) workdays is charged to accrued vacation or sick leave, by employee choice, and thereafter will be unpaid. Employee shall submit a copy of their military orders to their supervisor prior to the commencement of leave.

I. Vacation

Regular two hundred thirty seven (237) day employees who normally and regularly work a minimum of twenty (20) hours per week are eligible to earn paid vacation on an hourly basis.

Vacation is credited on a biweekly pay period basis. An employee must be in a paid status for at least fifty percent (50%) of the pay period in order to earn vacation credit.

Vacation credit is earned based on years of service, calculated from the anniversary date of regular employment, according to the following schedule:

0 - 47 Months of Service (Less than 1 Year to 3 Years and 11 Months)	10 Days
48 - 107 Months of Service (4 Years to 8 Years and 11 Months)	15 Days

108 Months or More of Service  
(9 Years or More)

20 Days

Upon completion of the applicable months of service, employees move to the next level of the vacation schedule at the beginning of the pay period in which the anniversary date of employment occurs.

The use and scheduling of all vacation credit is subject to supervisory approval, based upon operational needs. Vacation may be approved and reported in minimum units of one-quarter hour.

Employees become eligible to use earned vacation credit upon accumulating six (6) months of service from the date of employment. Upon separation or termination, employees with a minimum of six (6) months' service are entitled to payment for any earned but unused balance of vacation credit.

Employees must use vacation earned in one fiscal year by July 31st of the following fiscal year or forfeit the unused hours. Exceptions may be made in special situations, on the recommendation of the supervisor and with the approval of the appropriate Department Administrator. If the request is approved, vacation must be used by September 30<sup>th</sup> or it is forfeited. If the request is denied, the employee may make a written appeal to Human Capital Department.

J. Vacation Allowance Program

A monetary vacation allowance is provided for current 180, 201, and 206 work day employees working twenty (20) or more hours per week, who were working in nine (9) and ten (10) month positions as of June 30, 1993, and earned vacation days prior to the elimination of earned vacation for 9- and 10-month employees on July 1, 1993.

For 1993-94, the vacation allowance was based on the number of unused vacation days from 1992-93, multiplied by the number of scheduled daily work hours and the employee's hourly pay rate as of the end of the 1992-93 school year.

For 1994-95 and in each subsequent year, the vacation allowance will be based on the total number of vacation days earned in 1992-93, multiplied by the number of scheduled daily work hours and the employee's hourly pay rate as of the end of the 1992-93 school year.

Employees are paid their vacation allowance in equal bi-weekly installments throughout the school year.

An automatic buy-back for vacation days shall be developed for July, 2009. The parameters will include payment at 50% of the daily rate of pay for any unused vacation for a maximum of 5 days to be reimbursed.

K. Holidays

The number of paid holidays to be observed annually shall be determined by the administration. All regular employees who normally and regularly work a minimum of twenty (20) hours per week are entitled to payment for those holidays provided they are on paid status during the scheduled hours on the workdays immediately preceding and following the holiday. Employees requesting and receiving approval to be absent without pay for an extended period are not entitled to receive payment for any holidays occurring during the period of absence.

L. President Release Time

The District agrees to provide one (1) day per week of District paid release for the purpose of *participation on the Superintendent's Learning Leadership Team* and addressing issues and concerns of classified employees. Terms of this agreement may be found in the separate Supplemental Employment Agreement.

The District shall provide paid leave up to 10 additional days for the Association President in addition to the allocation of 1 day of release per week.

M. Civic Leave

Jury Duty - Regular employees receiving a summons to jury duty or other mandatory government summons shall be released from their normal duties for such time as may be necessary to meet the obligation to serve. The District will compensate employees at their regular rate of pay for all time lost while serving on jury duty, less any amount received from the court. The employee shall submit documentation of the amount received to the Payroll Department within five (5) days of payment from the court.

Voting – Per ARS §16-402, regular employees may be released from their normal duties without loss of pay to vote in general elections at the county, state and national levels. Up to three (3) consecutive hours may be authorized by a supervisor prior to the date of the election if there is less than that amount of time between the opening or closing of the polls and the employee's regular times for starting and ending the working day. Release, if desired by the employee, shall be requested prior to the day of the election, and the hours of release may be determined at the discretion of the immediate supervisor.

N. Group Insurance Program

The District offers a cafeteria benefit program in which all regular employees who normally and regularly work a minimum of twenty (20) hours per week shall be eligible for enrollment.

The District will pay one hundred percent (100%) of the employee-only health insurance premium for each participating classified employee. Employees may waive group health insurance coverage upon annual submission of proof that they are covered under another group health insurance plan. Employees who have currently

waived group health insurance coverage will receive \$2000 toward optional cafeteria plan coverage, including flexible spending accounts.

Employees hired after June 30, 2004, will not receive the \$2000 from the District, even if they are eligible to waive District coverage.

The District will pay one hundred percent (100%) of the employee-only basic life and accidental death and dismemberment insurance premium for each eligible classified employee. Basic life insurance benefits are as follows:

Active Employees to Age 70:		\$25,000
Active Employees Age 70-75:	65% of	\$25,000
Active Employees After Age 75:	45% of	\$25,000
Retirees to Age 65:		\$25,000

The District will pay one hundred percent (100%) of the employee-only basic dental insurance premium for each eligible participating classified employee. If the employee's cost of the dental insurance exceeds the amount contributed by the District, the difference will be deducted from the employee's paycheck.

The District will provide each covered classified employee with information on the available benefits during open enrollment. Along with current insurance programs listed above, the Board will provide the option of participation in other coverage under the employee benefit program cafeteria plan. Provisions of the plan will be detailed in the master policies and contracts. There is an annual administration fee associated with participation in the medical reimbursement and dependent care plans.

Under a cafeteria plan, any flexible benefit deposits made by employees that remain unspent at the end of a benefit year must, by law, be returned to the District. The District will use these unspent funds to reduce health insurance premiums in subsequent years.

A covered classified employee who resigns, retires, and/or is granted a Board-Approved Leave of Absence will have insurance continued until the end of the month in which active employment terminates, after which he/she will be eligible to continue group health and dental coverage as defined under the Consolidated Omnibus Budget Reconciliation Act (COBRA). An employee's life insurance may be ported or converted to an individual policy based upon the approval of the carrier.

Under COBRA, the employee would have to pay the full premium plus a two percent (2%) COBRA administrative fee. COBRA coverage would be offered for an eighteen (18) month period for these types of events. However, if the employee is determined to have been disabled within the first sixty (60) days of leave, he/she may be eligible, upon proper notice, for an additional eleven (11) months of COBRA coverage.

The District will continue to pay premiums for the classified employee's group basic life insurance for up to six (6) months of leave. Employees who wish to continue life insurance beyond this six (6) month period may apply to port or convert this policy through the life insurance carrier upon approval of the carrier. However, if an employee is disabled at six (6) months of leave, he/she may apply to the carrier for

waiver of premium and continuation of the policy during the period of disability, subject to approval of the carrier.

Additionally, the District will continue to provide group life insurance until age sixty five (65) for those retirees who were eligible for life insurance coverage at the time of their retirement.

O. Retirement Plan Participation

All employees who work twenty (20) or more weeks per fiscal year with a minimum of twenty (20) hours per week are required by law to participate in the Arizona State Retirement System. Employee contributions are made through payroll deductions and a matching amount, as provided by law, is contributed by the District.

Employees who have retired from the District and are receiving retirement benefits from the Arizona State Retirement System may be rehired by the District based upon a recommendation to hire from the immediate supervisor and approved by Human Capital. Said employees must meet the conditions as set forth by ASRS by working for a recognized and approved company which contracts with the District, and by not being employed in a full time capacity by the District for a twelve month period directly following retirement. Conditions for rehire are as follows:

- The employee is eligible for benefits as stated in the Classified Employment Agreement.
- The employee shall be considered as a new hire for all benefit purposes including seniority.
- For positions identified for 2008-09 as “hard to fill” (Special Education) the employee shall be placed at the salary level at 83% of the employee’s last salary paid by the district. For all other positions, the employee shall be placed at 2% less than the entry level of the position and at the same column that is commensurate with the recognized level at the last salary paid by the District
- The employee shall be placed in a full time (1.0 FTE) position unless there is benefit to the District for a position less than full time.

P. Workers' Compensation Insurance

Workers' Compensation benefits are payable to all employees without regard to liability in the case of injury, disability, or death as the result of occupational hazards. In order to establish possible rights to Workers' Compensation insurance, employees must immediately report all accidents or injuries occurring on the job, however minor, to their supervisor. The supervisor shall report the incident to Risk Management within twenty-four (24) hours. Procedures for reporting and seeking treatment for accidents or injuries are established and published separately by the District's Risk Management Office.

Employee absences for work-related injuries/illnesses are charged against an employee's sick leave through the first seven (7) days of the employee's absence from work. For absences that extend past seven (7) calendar days, the employee is paid 2/3 of his/her wages (up to the maximum set by state law) from Workers' Compensation insurance beginning on the eighth (8) day. In addition, if the employee

has sick leave hours available, the employee also receives District pay for approximately 1/3 day of sick leave. If the absence extends past fourteen (14) calendar days, payment for 2/3 wages and 1/3 credited sick leave is made retroactive to the first date of the absence.

Employees absent due to work-related injuries or illness must comply with District policies and procedures for the Family and Medical Leave Act and/or a Board-Approved Leave of Absence. Employees who are on a leave and who are receiving Workers' Compensation benefits shall continue to have the District pay for the employee's health insurance premium.

Employees are returned to alternative/light duty, if available, when a District-designated physician authorizes release to alternative/light duty. An employee returning from Workers' Compensation shall submit a written release from the attending physician, subject to approval by a District-designated physician. The release must give the date of return to work and stipulate any restrictions to work.

Q. Classified Tuition Reimbursement Program:

The goal of the Classified Tuition Reimbursement Program is to provide all Classified employees an incentive for professional growth. Towards this end, the program offers employees tuition reimbursement for coursework in established amounts for each fiscal year. (See Amount of Tuition Reimbursement)

Definitions

- *Classified Employee* – An employee working in a position listed on the Classified pay schedule.
- *Regular Position* – Those employees hired into regular, budgeted (not temporary) positions. Regular employees earn district seniority and may or may not be eligible for district benefits based on the number of scheduled work hours per week (Reference Section VI.B, Classified Employment Agreement)
- *Promotional Path* - An established position within the Scottsdale Unified School District; i.e., classified, teaching, school nurse, or administrative/technical support for which an employee is seeking to qualify.
- *Program of Study* – An outline of courses required for a specific degree program from a college, university, trade, or professional school.

Eligibility: Classified employees who have completed at least one year of district service in a regular position are eligible to participate in the Classified Tuition Reimbursement Program.

General

- Courses taken at an accredited college/university, trade, or professional school or course work which is part of a systematic course of study will be considered for reimbursement. Correspondence or other distance learning

course work will be considered if from an accredited institution. Courses must be completed between July 1<sup>st</sup> and June 15<sup>th</sup> of the same fiscal year for the funds to be approved. Course work from out-of-state schools will be considered if the school is accredited by a nationally recognized accreditation association.

- All course work must be job-related or related to a promotional path in the district. Employees must make a statement on the “Tuition Reimbursement Request” form of how the course relates to their current job or to a promotional path in the district. Employees taking coursework as part of a degree program must also submit a program of study. Employee should retain copies of all submissions.
- Employees must obtain a grade of C or better on course work. A passing grade in a Pass/Fail course will be acceptable.
- Only course work that employees complete on their own time, at their own expense, will be considered for tuition reimbursement.
- The District will reimburse only for general tuition costs, excluding books and special fees (i.e. class/lab fees, registration fees, etc.). Fees related to successfully completing a GED program will be considered for reimbursement.
- With supervisory approval, employees may take vacation or earned compensatory time to attend classes during their scheduled work day, pursuant to procedures for such leave in the Classified Employment Agreement.

Approval Process and Timelines: Requests for prior approval are to be submitted to the Human Capital Department on the “Tuition Reimbursement Request” form. Requests must be received in the Human Capital Department prior to the starting date of the course, workshop, seminar or conference, with the exception of the GED program which does not require approval. The employee will be notified of approval or denial of the request. **Employee should retain copies of all submissions.**

To assure that all employees have access to tuition reimbursement funds throughout the year, requests will not be accepted more than ninety (90) calendar days prior to the start of the class.

Official transcripts, grade slips, or certificate of completion, and a registration receipt showing tuition cost must be submitted within forty five (45) calendar days of course completion to obtain reimbursement. **Employee should retain copies of all submissions.**

Approval of Requests/Appeal Process: Human Capital will review and approve employee requests. If an employee wishes to appeal a decision regarding tuition reimbursement, the Executive Director for Human Capital will assemble a committee to consider the written appeal and render a decision, responding in writing to the employee. All decisions of the Committee regarding tuition reimbursement are final.

Human Capital will maintain all records submitted for tuition reimbursement, including receipts, correspondence, transcripts, and submitted and approved requests. **Employee should also retain copies of all submissions.**

**AMOUNT OF TUITION REIMBURSEMENT**

The maximum amount of tuition of reimbursement per employee will be \$400.00 per request, not to exceed the actual tuition cost and not to exceed \$800.00 per fiscal year. Tuition reimbursement will be pro-rated as follows:

No. of Work Hours per Week*	Pro-ration Percent	Maximum Amount	
		Per Request	Per FY
Over 30 to 40	100%	\$400.00	\$800.00
Over 20 to 30	75%	\$300.00	\$600.00
Over 10 to 20	50%	\$200.00	\$400.00
One to 10	25%	\$100.00	\$200.00

\*Number of scheduled work hours per week at time of prior approval.

Human Capital has the discretion to reserve a portion of the annual budget allocation for the second half of the fiscal year. Budget versus usage will be reviewed annually and recommendations for changes in the budgetary allocation will be made as appropriate.

Funds that employees receive from other sources may affect the amount of reimbursement.

There will be no advances on tuition.

- R. Twenty five thousand dollars (\$25,000) has been budgeted for bus passes for classified employees. SSPA and SUSD will jointly determine the criteria for allocation.

VIII. TRANSFER

A. Job Posting Procedure

Position vacancy notices are posted by Human Capital on the SUSD website for a period of at least five (5) working days. The published SUSD job description will be the sole source to determine job qualifications including testing requirements as appropriate. All internal candidates who meet the job qualifications will be granted an interview.

Current employees who are not selected for the position will be notified no later than forty-eight (48) hours after a candidate has been selected and accepted the position. Upon request, a candidate may solicit feedback from the interview committee or supervisor in order to improve his/her skills for the future.

Employees interested in being considered for posted vacancies may apply by following the directions given on the job posting.

All applicants must submit a Position Requirement Form to Human Capital by the closing date stated on the job posting, attesting to their ability to meet the requirements of the position posted. These forms may be obtained at the work location, on the District's website or in Human Capital.

Vacancies may be filled by internal transfer from within the employing unit. A position vacancy notice for such vacancies is prepared by the Human Capital Department. Employees being recommended for internal transfer must meet established standards for the position, including testing requirements as appropriate. Requests to fill vacancies in this manner must be submitted through Human Capital for approval by the appropriate Department Administrator. The resulting vacancy is posted by Human Capital. Applications for Noon Aide, Crossing Guard, Bus Driver, Food Services Worker and Custodian job classifications are accepted on a regular basis, and interviewees for these vacancies are selected from existing files.

A position which becomes vacant within one month of its previous posting will not be posted again unless requested by the supervisor. Applications from the previous posting will be reviewed for selection or interview.

Employees accepted for transfer to a different employing unit will have an effective transfer date two (2) calendar weeks following the date Human Capital is notified by the supervisor having the vacancy, unless the releasing supervisor approves a different effective date.

Employees transferring to a classified position from a District administrative or teaching position shall retain their original District seniority date, accumulated sick leave and vacation credit. Credit shall be given for previous consecutive District service toward salary step placement on the pay plan.

B. Administrative Reassignment

In the interest of more effectively serving the needs of the District, an employee may be administratively reassigned from one school, department or employing unit to another.

IX. RESIGNATION & RETIREMENT

Employees voluntarily separating from District service are expected to submit no less than two (2) weeks' written notice to their supervisor, specifying the reason for leaving and the effective date which is the last day of work.

The effective date of resignation shall be reflective of the last day of work on the job and not extended through the use of accumulated vacation credit, or by other means, for the purpose of accruing additional benefits prior to separation.

All District property must be returned to the immediate supervisor and a copy of the exit form should be submitted to Human Capital prior to the last day of work. Employees should contact payroll to make arrangements for disposition of the final paycheck and other related matters.

## X. STAFF REDUCTION

### A. Declaration of Reduction in Force

Should the district determine that a Reduction in Force is necessary; the positions to be abolished shall be made in consultation with the association. The reduction shall be accomplished with primary consideration for the needs of the district, as determined by the Governing Board.

### B. Seniority

The principle of seniority shall be recognized and considered for job selection, utilized in duty assignments, overtime and to determine placement for all District employees who have completed their probationary period of employment.

Seniority shall be determined by the initial date of employment within the District in a full-time position as a classified employee. Approved leaves of absence, summer breaks, vacations, holidays, or Board declared recess periods do not break continuity of service.

### C. Determination of Positions

1. The District will provide a copy of the seniority lists to the SSPA president by October 1 each year as well as just prior to any Reduction In Force (RIF). Between October 1 and April 30, the district will consult with the association president regarding tentative classified staffing for the following school year.
2. A joint district/association committee will be convened in the event of a RIF or the district decides to close or consolidate schools or worksites. The committee will assure that the reduction is administered in a fair manner that is consistent with the terms of this agreement.
3. If a REF is declared, the district and the association will meet to determine:
  - Number of positions to be eliminated
  - Number of employees notified
  - Number to be recalled
  - Order of employees to be recalled
4. The least senior employee(s) in a position or category will be the first to be terminated due to the reduction in force.

### D. Notification

1. An employee who receives a preliminary notice of RIF may have his/her name placed on the seniority list of any job titles that he/she has held as a regular position as established by their current seniority date. To do this the employee must submit a request to Human Capital within three (3) work days after initial notification of the pending RIF. Otherwise, the employee's seniority will be determined only in the current category.

2. The employee must meet all qualifications in the job description. Failure to meet all of the qualifications or to provide the information stated above will disqualify the employee from having his/her name placed on the requested category seniority list.
3. An employee who accepts reassignment to a position different in category at the same or lower classification, shall remain on the seniority list in his/her former category from which reassigned and shall retain the right to transfer back to that former job title should a vacancy occur following the reassignment. Reassignment will be based upon seniority and shall include those employees who have been transferred and those former employees who have not been recalled.
4. An employee terminated due to a RIF and awaiting recall, who (1) has held other regular positions , and (2) has had his/her name placed on seniority lists in other categories, shall have a preferred right of recall in those job titles along with all others in those categories in the order of seniority.

## XI. REEMPLOYMENT OF FORMER EMPLOYEES

Employees who have voluntarily separated from classified employment and who are seeking reemployment shall be considered as new applicants. All seniority, sick leave and other benefits are lost when a classified employee resigns or is terminated from service, except that employees having no less than thirty-six (36) months of continuous service at the time of separation and who return to District service as a regular employee no later than one (1) calendar year following the effective date of separation shall be reinstated to the step held at the time of separation. The employee will not be entitled to the rights of reinstatement as provided under the staff reduction policy.

## XII. DISCIPLINE

Disciplinary action shall be administered in a constructive manner in an effort to counsel and advise employees of deficiencies and afford them an opportunity to improve performance.

Unscheduled evaluations for employees experiencing difficulty will be conducted as often as deemed appropriate by the immediate supervisor. Statements regarding deficiencies and correction needed must be specific, in writing, and the employee and Human Capital must receive a copy.

Discipline may be imposed in the form of verbal or written warning, written reprimand, suspension with or without pay for a maximum of ten (10) working days, demotion to a lower level position, reassignment, withholding of normal advancement in the pay plan or removal from District service.

The District retains the discretionary right to impose the form of discipline appropriate under the circumstances. Removal for just cause is defined below:

Just cause shall serve as the basis for disciplinary action and includes, but is not limited to: dishonesty; inefficiency; insubordination; unprofessional conduct; failure to report to work on time; excessive or habitual absence; abuse of sick leave; failure to report absences promptly; failure to observe

safe work practices; possession or being under the influence of alcohol or narcotics or violation of any District policy or regulation on drug and alcohol use, possession, or testing; discourteous treatment of the public; disorderly conduct; fighting on the job; falsification of records; unauthorized use of District equipment; violation of District or departmental policies, rules or regulations; disruption of the operation of the District; conduct that poses a threat to the safety of persons; or destruction of property.

An employee shall be entitled to a pre-termination discussion that shall precede Governing Board action on the classified employee's status. The opportunity to provide the employee with the pre-termination procedure shall occur as promptly as possible after the events have become known to the administration and/or the employee's supervisor. The pre-termination meeting should be held with either a supervisor removed from the actual observation of the wrongful conduct or an administrator within the District who has supervisory responsibility for the particular area of operation, but not direct involvement with the employee in question. The employee may request a representative from Human Capital to be present during the pre-termination meeting. It is not required that the employee be provided with a written statement of supporting evidence.

Prior to the Superintendent's submitting a written recommendation of termination to the Governing Board, the employee whose termination is being recommended shall be provided with the following: (a) a written statement of the charge or charges against the employee that constitute the basis for recommended removal; (b) an explanation of the evidence of facts against the employee and policies or work practices that allegedly were violated that provide the basis for the recommendation and, (c) an opportunity for the employee to explain his/her version of the events.

In the event the recommendation for termination is adopted by the Governing Board, the employee is entitled to a post-termination due process hearing. The procedures for a due process hearing (which may be initiated prior to the Governing Board's acting upon the termination recommendation or subsequent thereto) follow the classified employee grievance procedures contained in this agreement. The employee shall enter into the grievance procedure at Level III, unless otherwise agreed to by the grievant and administration.

SSPA and SUSD agree to establish a joint committee to review and make recommendations to improve the processes as stated in "Discipline" p. 35-36. Said recommendations shall be referred to meet and confer for the spring of 2008, for possible implementation for the 2008-2009 school year.

### XIII. GRIEVANCE PROCEDURE

The District Administration encourages open communication between employees and the supervisors to whom they report. Normally, any problems that may develop can be discussed and resolved by direct verbal contact and in accordance with District policies, rules and regulations.

If a satisfactory solution is not reached, the aggrieved person has access to a written grievance procedure (except for termination during an initial probationary period). Appropriate matters for grievance involve interpretation or application of policies, procedures, or rules and regulations contained in this agreement which result in alleged violations.

It is important that grievances be processed as rapidly as possible. The number of days provided at each level shall be regarded as a maximum. The time limits specified may be extended or reduced by mutual agreement of the grievant and the respondent. By mutual agreement between the administration and the grievant, a step or steps may be omitted in the process of a grievance.

At each level of the procedure the grievant shall be given a reasonable opportunity to be heard. All decisions at each level shall be in writing, except informal decisions at level I and shall include supporting reasons. For grievances that proceed to level II or higher, a copy of the grievance and all supporting documents shall be promptly furnished to the Executive Director of Human Capital. The SSPA president will be informed of all grievances which are Level II or above.

A grievance may be withdrawn at any level without prejudice. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of his or her good faith participation. Grievance proceedings shall remain confidential at each level and no documents, communications or records dealing with a grievance shall be filed in the personnel file of any participant. A copy of the grievance form is included in the Appendix. Additional forms for filing a grievance may be obtained from Human Capital.

A. Informal Procedure

When a problem arises, an employee will first present his/her concerns orally and informally to the immediate supervisor. At least one private meeting between the parties to a problem or disagreement shall take place before the formal grievance procedure is invoked.

B. Formal Procedure

Level I - Immediate Supervisor

1. If the problem or disagreement is not resolved satisfactorily at the informal level, the employee may present a formal written grievance to the immediate supervisor within ten (10) working days following the completion of the informal procedure describing the problem or complaint, stating the grounds found in policy on which the grievance is based and indicating the course of action or solution desired.
2. Within five (5) working days after receiving the written grievance, the immediate supervisor shall provide a written response. If the immediate supervisor fails to respond to a grievance within five (5) working days the grievant may proceed to Level II.

Level II - Department Administrator

1. Within five (5) working days after receipt of the Level I response, the grievant may, in writing, appeal the decision to the administrative authority of the employing unit.
2. Within ten (10) working days after receipt of the written appeal, the administrative authority of the employing unit shall confer with the grievant

and provide a written response. If the unit administrator fails to respond to a grievance within ten (10) working days, the grievant may proceed to Level III.

#### Level III - Superintendent/Designee

1. Within five (5) working days after receipt of the Level II response or upon termination of employment, the grievant may, in writing, appeal the decision to the Superintendent/Designee.
2. Appeals to Level III are to be accompanied by the original grievance and copies of the decisions at Levels I and II.
3. At Level III, a meeting will be held with the grievant in an effort to resolve the grievance. Such meeting shall take place and a written decision, including supporting reasons, will be provided within ten (10) working days after receipt of the appeal.

#### Level IV - Advisory Arbitration

Only those grievances that involve an alleged violation, misapplication, or misinterpretation of the Classified Employment Agreement will be submitted to impartial advisory arbitration.

1. If the grievant is not satisfied with the disposition of the appeal at Level III, or if no decision has been rendered within ten (10) working days after the appeal has been filed, the grievant may, within five (5) working days after receipt of the Level III decision, or in the absence of a Level III decision within fifteen (15) working days after the appeal has been filed, file a written request with the Superintendent asking that the grievance be submitted to impartial advisory arbitration.
2. Within five (5) working days after receipt of the request, the Executive Director of Human Capital and the grievant shall meet to select an impartial arbitrator. Within ten (10) working days after selection of the arbitrator, and contingent on the arbitrator's availability, the hearing will be held, at which time a representative of the administration and the grievant or his/her representative will present their respective cases. Within thirty (30) calendar days following designation, the arbitrator will render a decision and submit a written recommendation through the Superintendent to the Governing Board. The decision of the Governing Board in disposing of the grievance shall be final.

If the administration and the employee cannot agree on an impartial arbitrator, they will request a list of at least five (5) names from the American Arbitration Association within ten (10) working days following receipt of the Superintendent's decision. The employee and the administration will alternately strike equal numbers of names from the list until the name of one arbitrator remains. This remaining arbitrator will be designated to hear the case.

3. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the District and the grievant.
4. The arbitrator will not have the right to change, modify or amend the Classified Employment Agreement. The decision and award, including findings relative to the decision, will be presented in writing to the parties involved, and the award will not be in conflict with applicable laws and/or Board policy.
5. Arbitration hearings will be limited to eight (8) hours of presentation by each side.
6. A court reporter may be engaged to take a hearing transcript. If mutually agreed, the expense will be borne equally by the District and the grievant. If not mutually agreed upon, the party requesting the court reporter will bear the total cost with the transcript being that party's sole property.

# APPENDIX

## Classified Salary Schedule 2008-09

GRADE/ STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
B Alla	\$7.64	\$7.79	\$7.95	\$8.11	\$8.27	\$8.44	\$8.61	\$8.78	\$8.96	\$9.14	\$9.32	\$9.51	\$9.70	\$9.89	\$10.09	\$10.29	\$10.50	\$10.71	\$10.92	\$11.14	\$11.36
C Allb	\$8.24	\$8.40	\$8.57	\$8.74	\$8.91	\$9.09	\$9.27	\$9.46	\$9.65	\$9.84	\$10.04	\$10.24	\$10.44	\$10.65	\$10.86	\$11.08	\$11.30	\$11.53	\$11.76	\$12.00	\$12.24
D Allc	\$8.89	\$9.07	\$9.25	\$9.44	\$9.63	\$9.82	\$10.02	\$10.22	\$10.42	\$10.63	\$10.84	\$11.06	\$11.28	\$11.51	\$11.74	\$11.97	\$12.21	\$12.45	\$12.70	\$12.95	\$13.20
E Alld	\$9.61	\$9.80	\$10.00	\$10.20	\$10.40	\$10.61	\$10.82	\$11.04	\$11.26	\$11.49	\$11.72	\$11.95	\$12.19	\$12.43	\$12.68	\$12.93	\$13.19	\$13.45	\$13.72	\$13.99	\$14.26
F A12	\$10.37	\$10.58	\$10.79	\$11.01	\$11.23	\$11.45	\$11.68	\$11.91	\$12.15	\$12.39	\$12.64	\$12.89	\$13.15	\$13.41	\$13.68	\$13.95	\$14.23	\$14.51	\$14.80	\$15.10	\$15.40
G A13	\$11.20	\$11.42	\$11.65	\$11.88	\$12.12	\$12.36	\$12.61	\$12.86	\$13.12	\$13.38	\$13.65	\$13.92	\$14.20	\$14.48	\$14.77	\$15.07	\$15.37	\$15.68	\$15.99	\$16.31	\$16.63
H B21	\$12.10	\$12.34	\$12.59	\$12.84	\$13.10	\$13.36	\$13.63	\$13.90	\$14.18	\$14.46	\$14.75	\$15.05	\$15.35	\$15.66	\$15.97	\$16.29	\$16.62	\$16.95	\$17.29	\$17.64	\$18.00
I B22	\$13.07	\$13.33	\$13.60	\$13.87	\$14.15	\$14.43	\$14.72	\$15.01	\$15.31	\$15.62	\$15.93	\$16.25	\$16.58	\$16.91	\$17.25	\$17.60	\$17.95	\$18.31	\$18.68	\$19.05	\$19.43
J B23	\$14.11	\$14.39	\$14.68	\$14.97	\$15.27	\$15.58	\$15.89	\$16.21	\$16.53	\$16.86	\$17.20	\$17.54	\$17.89	\$18.25	\$18.62	\$18.99	\$19.37	\$19.76	\$20.16	\$20.56	\$20.97
K B24	\$15.24	\$15.54	\$15.85	\$16.17	\$16.49	\$16.82	\$17.16	\$17.50	\$17.85	\$18.21	\$18.57	\$18.94	\$19.32	\$19.71	\$20.10	\$20.50	\$20.91	\$21.33	\$21.76	\$22.20	\$22.64
L B31	\$16.46	\$16.79	\$17.13	\$17.47	\$17.82	\$18.18	\$18.54	\$18.91	\$19.29	\$19.68	\$20.07	\$20.47	\$20.88	\$21.30	\$21.73	\$22.16	\$22.60	\$23.05	\$23.51	\$23.98	\$24.46
M B32	\$17.78	\$18.14	\$18.50	\$18.87	\$19.25	\$19.64	\$20.03	\$20.43	\$20.84	\$21.26	\$21.69	\$22.12	\$22.56	\$23.01	\$23.47	\$23.94	\$24.42	\$24.91	\$25.41	\$25.92	\$26.44
N C41	\$19.20	\$19.58	\$19.97	\$20.37	\$20.78	\$21.20	\$21.62	\$22.05	\$22.49	\$22.94	\$23.40	\$23.87	\$24.35	\$24.84	\$25.34	\$25.85	\$26.37	\$26.90	\$27.44	\$27.99	\$28.54

Hourly rate for athletics: \$13.50

# Technology Use and Privacy Guidelines

## Scottsdale Unified School District

### Technology Use and Privacy Guidelines

**Please read this document carefully. When signed by you, it becomes an agreement between you and the District. Your signature indicates that you have read understand and agree to abide by the conditions and guidelines established herein.**

SUSD provides various Technology Resources to authorized employees to assist them in performing their job duties. Each employee has a responsibility to use the District's Technology Resources in a manner that is respectful of other employees, and consistent with the educational goals and objectives of the District. Each employee is responsible to report any misuse of the network to the Director of Information Technology. Each employee is further responsible for the supervision of students using the District's Technology Resources. Failure to follow the District's policies regarding Technology Resources may lead to disciplinary measures up to and including termination. Illegal uses of District Technology may result in referral to law enforcement authorities. SUSD Acknowledges that this policy is intended for activity generated by school employees. It is understood that this policy cannot address actions or activities that may be initiated outside of the District.

#### **Technology Resources Defined**

"Technology Resources" consist of all electronic devices, software, and means of electronic communication including, but not limited to: personal computers and workstations; lap-top computers; mini and mainframe computers; computer hardware; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet, or the SUSD Intranet; electronic mail; telephones; cellular phones; pagers; PDAs; and voicemail systems or other technology related resources.

#### **Authorization**

Access to the District's Technology Resources is within the sole discretion of the District. Generally, employees are given access to the District's various technologies based upon their job functions. The use of the District's Technology Resources may be revoked by the District, at any time for any reason.

#### **Use**

The District's Technology Resources are to be used by employees for the purpose of conducting District business. Incidental personal use of District computers is permitted as long as the use does not result in any additional cost to the District and does not interfere with the employee's job duties and performance, with system operations, or with any other system user. "Incidental personal use" is defined as incidental, occasional and reasonable use by an individual employee for personal communications. Such personal use must comply with this policy and all other applicable policies, procedures and rules.

#### **Improper Use**

##### **1. Harassing, Discriminatory and Defamatory Use**

As set forth more fully in the District's personnel policies, the District will not tolerate discrimination or harassment against any individual based on his or her race, religion, color, national origin, gender, sexual orientation, gender identity, age, disability or veteran status – even if the law does not prohibit the conduct. Under no circumstances may employees or students use the District's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, or verbally abusive in any way (e.g., sexually-explicit or racial messages, jokes, or cartoons).

##### **2. Inappropriate Communications with Students or Minor**

The District will not tolerate any inappropriate communication with any student or minor. Any such use will result in disciplinary measures up to and including termination.

##### **3. Copyright Infringement**

Employees may not use the District's Technology Resources to copy, retrieve, forward or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

#### **4. Unlawful Activity**

Employees may not use the District's Technology Resources to engage in any activity constituting or promoting a criminal offense, or potentially giving rise to civil liability, or otherwise violating any law, regulation, or District policy.

#### **5. Conflict of Interest.**

Employees may not use any of the District's Technology Resources to further any business activity in which the District has no interest. Employees may not use any of the District's Technology Resources in a manner that results in unauthorized billing or direct costs to the District or that is otherwise contrary to the best interests of the District.

#### **6. Confidential and Proprietary Information.**

Employees may not use the District's Technology Resources in any manner that discloses confidential or proprietary information of the District to third parties.

#### **7. Use of District technology resources to influence the outcome of elections.**

Employees may not use the District's Technology Resources for the purpose of influencing the outcomes of elections, or to advocate support for or opposition to pending or proposed legislation by initiating such activity through District Technology Resources.

#### **8. Other Improper Uses.**

Employees may not download material from the Internet or load software or applications that have not been approved for installation on a District computer or network without advanced written permission from the Director of Informational Technology or his/her designee. Employees may not use District Technology Resources to solicit funds; distribute chain letters; sell merchandise or services; collect signatures; or conduct membership drives.

### **District Access to Technology Resources**

**All messages sent and received, including personal messages, and all data and information stored on the District's electronic-mail system, voicemail system, or computer systems are District property regardless of the content.** As such, the District reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic-mail systems, at any time, in its sole discretion.

### **Privacy**

**Employees should understand that they have no reasonable expectation of privacy with respect to any messages or information created or maintained on the District's Technology Resources, including personal information or messages.** The District may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The District may also monitor its Technology Resources at any time in order to determine compliance with its policies, for the purposes of legal proceedings, to investigate misconduct, to locate information, or for any other purpose consistent with its educational goals and objectives.

### **Passwords**

Certain of the District's Technology Resources can be accessed only by entering a password. **Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of the District.** Thus, even though employees may maintain passwords for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic-mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization. Upon request from the Director of Information Technology or designee, employees must disclose their passwords to facilitate access by the District.

### **Deleted Information**

The best way to guarantee the privacy of personal information is not to store or transmit it on the District's Technology Resources. Deleting or erasing information, documents, or messages maintained on the District's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the District's Technology Resources may be electronically recalled or recreated even after it has been "deleted" or "erased" by an employee. Because the District periodically backs-up all files and messages, and because of the way in which computers re-use file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information and/or messages are confidential.

### **Internet and Electronic Mail Policy**

The District expects that when employees use the Internet or electronic mail during work hours, non-work hours, while on the District's premises, or remotely through the use of the District's computer equipment, they will do so in a responsible manner.

Improper use of the Internet and electronic mail includes, but is not limited to the following:

- Use that is illegal, contrary to the District's best interests, or violates or conflicts with the District's policies, including, but not limited to, the District's policies against discrimination or harassment.
- Use that discloses or leads to the disclosure of confidential or proprietary information about the District.
- Use of electronic mail, chat rooms or other Internet devices that is defamatory or offensive in any way, including, but not limited to, racially or sexually explicit messages, jokes or cartoons.
- Use of Internet sites that may damage or interfere with the District's computer network, including use that generates the delivery of "junk" electronic mail.
- Use that violates copyright laws.
- Personal use, and/or use that is not work-related; except that use defined as "incidental personal use".
- Any communications that are in violation of generally accepted rules of network etiquette and/or professional conduct.

Illegal uses of District Technology may/will also result in referral to law enforcement authorities. Improper use of the Internet or electronic mail may lead to discipline up to and including termination.

Employees have no right of privacy, nor any expectation of privacy, with respect to any aspect of their use of the Internet or electronic mail while on the District's premises, or when accessing the Internet or using electronic mail remotely. The District reserves the right to, at any time, and without limitation, monitor employee use of the Internet, including monitoring Internet sites visited, the number of times those sites are visited and the time connected to each site. The District reserves the right to limit such access by any lawful means available to it, including revoking access altogether.

### **Confidentiality**

Employees should use caution when sending confidential information over the Internet. Employees also should try to verify electronic mail addresses before transmitting any messages.

### **Software Use**

All software in use on the District's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the District's computers, by means of transmission, unless authorized in writing in advance by the Director of Information Technology. Authorization for loading software onto the District's computers should not be given until the software to be loaded has been thoroughly scanned for viruses.

### **Security**

The District has installed a variety of programs and devices to ensure the safety and security of the District's Technology Resources. Any employee found tampering and/or disabling any of the District's security devices will be subject to discipline up to and including termination.

The District is not liable for employee submission of credit card or other sensitive data over the internet.

**I have read and understand the SUSD Technology Use and Privacy Policy and agree to abide by all of the provisions of the Policy.**

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date**

# Dress Code Guidelines

## DRESS CODE GUIDELINES

### Appearance Standards

Proper dress, grooming, and personal hygiene are reasonable expectations in every workplace. They often are the first things noticed by students, parents, visitors, and the community, and they can affect the morale of you and others around you.

A professional and conservative image should be the standard for the workplace. This is a facet of providing exceptional customer service. In general, each employee in the Scottsdale Unified School District has an important role to play in building a positive image. Employee dress must be in compliance with state and federal safety guidelines and meet OSHA standards. Employees should make sure they are clearly identified as SUSD employees by displaying their employee badge.

The examples below are not intended to be all-inclusive, but serve as a **guideline**.

### Appropriate attire:

- Clothing should not be too loose, too tight, or too short.
- Dresses, skirts, and tailored shorts: All should be no shorter than 3 inches above the top of the knee.
- Collared shirts, casual dress slacks, shirts with sleeves, jackets
- Clean and neat shoes; tennis shoes if clean and neat
- Jeans may be appropriate dress when special needs and instructional settings require more casual dress.
- Department-approved uniforms/attire.

### Inappropriate attire:

- Shorts or skirts that are shorter than 3 inches above the knee
- Sagging pants
- Suggestive attire, including low cut tops/spaghetti straps/tank tops, plunging necklines, bare midriffs, see-through shirts/blouses. Shoulder straps should be more than 3 inches wide.
- Flip-flops (beach, shower, rubber or plastic)
- Anything that is otherwise too suggestive or ill fitting

### EXCEPTIONS

- Support Departments (ex: grounds, custodial, security, crossing guards, bus drivers, nutritional service workers) in addition to uniforms may wear shorts or jeans that meet all above criteria and guidelines for that department.
- Classified Physical Education Staff may wear shorts/matching/coordinated warm up suits but must meet all other above criteria.
- Staff participating in field trips and special school event days may wear jeans/shorts on that day if supervisor approves.
- When attending a local school/district workshop where there is no student contact, employees may dress casually, striking a balance between comfort and professionalism. Jeans, shorts, t-shirts and sandals are acceptable.

If your supervisor has to send you home to change out of attire that is unprofessional, or to address a personal hygiene issue, you will not be paid for the time away from work.

# COMMITTEES

- Sick Leave Bank
- Professional Development
- Classified Liaison
- Tuition Reimbursement
- Evaluation (Ad hoc)
- Workload