

# **Gilbert Public Schools**

## **Memorandum of Understanding**



## **Employee Handbook**

***2018 - 2019***

*Board Approved  
TBD*

# **Gilbert Public Schools Governing Board Core Beliefs**

## **Our School District**

### **Belief I**

We believe that teaching and learning is our core business.

### **Commitment**

We will ensure that students are our main focus in our decision making.

## **Our Staff**

### **Belief II**

We believe that our teachers, staff and principals can be the critical difference in student achievement.

### **Commitment**

We will ensure that our employees have the professional development and resources so that all students successfully acquire the knowledge, skills and values for success in their career of choice.

## **Our Students**

### **Belief III**

We believe every student can achieve their learning potential.

### **Commitment**

We will support proven learning strategies with a focus on rigor and personalized engagement to ensure every student reaches their learning potential.

## **Our Families, Our Community**

### **Belief IV**

We believe that Gilbert Public Schools can be central to the success of our families and our community.

### **Commitment**

We will build trust with families and community by ensuring transparent instructional and financial practices and policies.

Policy: BA



Dear Gilbert Public Schools Employees,

Each and every person is critical in providing the children of Gilbert the best educational experience possible. To that end, we hope that your employment with the District will be rewarding and enjoyable.

This Employee Memorandum of Understanding (MOU) / Handbook provides you with important information about your benefits, and your rights and responsibilities as a District employee. The MOU / Handbook does not create a contract between any employee and the District, but all employees are expected to review it carefully and abide by the Governing Board Policies, Administrative Regulations and other expectations.

Policy development is a dynamic, systematic, and ongoing process. Organizational changes and needs give rise to periodic review of Governing Board Policies, Administrative Regulations and administrative procedures. The District reserves the right to make changes when deemed necessary.

If you have any questions regarding this MOU / Handbook or matters relating to your employment, please contact the Office of Talent Management.

Thank you for your dedicated service to Gilbert Public Schools.

Sincerely,

Dr. Suzanne Zentner  
Assistant Superintendent  
Office of Talent Management

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**Key:**

All Employees
Administrators
Certified / Professional Staff
Support Staff

## EMPLOYEE CLASSIFICATIONS

Employees of GPS fall into one of three categories: Administrator, Certified/Professional Staff or Support Staff. A fourth category: ‘all employees’ is representative of all three categories.

### Administrator

Certified Administrator: any administrator whom the Governing Board requires in his/her position to hold certification issued by the State of Arizona Department of Education.

Classified Administrator: any administrator whom the Governing Board does not require, in his/her position to hold certification issued by the State of Arizona Department of Education.

### Certified / Professional Staff

Certified / Professional Staff employees: any employee required to be certified by the State Department of Education or are hired by contract. (i.e. teachers, school psychologists, counselors).

### Support Staff

Support staff employees: any employee not requiring educational certification as a condition of employment. This classification is essentially all employees not identified as certified (i.e., bus driver, paraprofessional, food service).

## OFFICE OF TALENT MANAGEMENT - CONTACT INFORMATION

Administration			Certified Staff		
Dr. Suzanne Zentner	Assistant Superintendent	480-497-3396	Sandy Christie	Personnel Coordinator	480-497-3324
Holly Torska	Executive Assistant	480-497-3396	Rachael Thornton	Personnel Specialist	480-497-3364
Shawn McIntosh	Executive Director	480-497-3328	Alyssa Bellgardt	Personnel Specialist	480-497-3337
Missy Udall	Executive Director	480-497-3328	Support Staff		
Kellie Ziglar	Executive Assistant	480-497-3328	Karol Goodwin	Personnel Specialist	480-497-3348
Dylan Messal	OTM Analyst	480-497-3435	Jayne Miner	Personnel Specialist	480-497-3345
Benefits			Christine Kelly	Personnel Specialist	480-497-3437
Adriane Dutchover	Benefits Supervisor	480-497-3323	Communications and Marketing		
Stacey Baleme	Benefits Specialist	480-545-2178	Dawn Antestenis	Director	480-497-3355
Julie Gustin	Personnel Specialist	480-497-3493	Terri Bradford	Multi-Media Journalist	480-545-2174
Professional Growth			Eduardo Hernandez	Multi-Media Journalist	480-497-3196
Vicki Jones	Director	480-497-3350			
Camille Recher	Administrative Assistant	480-497-3350			
Ruth Ryan	Secretary	480-497-3350			

## MEDICAL LEAVE

Employees working 6 or more hours a day shall accrue medical leave days at the rate below. Medical leave is earned and credited to an employee on a per pay period basis.

### Administrators:

- 10.0 to 10.99 Month Employees 14 Days Annually
- 11.0 to 11.99 Month Employees 15 Days Annually
- 12 Month Employees 16 Days Annually

### Certified and Support Staff\*:

- 0 – 5 Years 1 day/month
- 6 – 10 Years 1.1 days/month
- 11 -15 Years 1.2 days/month
- 16 -20 Years 1.3 days/month
- 21+ Years 1.4 days/month

\*These accrual rates are based on full time employment.

With the passage of Proposition 206, part time employees earn one (1) hour per every thirty (30) hours worked with a maximum of 40 hours per year.

### Medical leave may be used for:

- Personal illness (elective surgery must be done outside the contracted employment days)
- Medical appointments that cannot be scheduled outside of the regular work day
- Pregnancy
- Mother: The mother of a newborn child may use up to six (6) weeks of accrued leave for her recuperation following birth. She may also take leave longer than six (6) weeks without pay under the newborn child care guidelines and Family Medical Leave Act (FMLA). In cases where the doctor verifies that further medical care is necessary for the mother or the child, the employee may request an extension of the leave and use accrued medical leave if available and approved.
- Father: The father of a newborn child may request up to a six (6) week leave and use accumulated medical leave during this absence to assist in the recuperation of the mother/child following birth and within the first twelve (12) weeks of life. He may also take leave longer than six (6) weeks without pay under the newborn child guidelines and Family Medical Leave Act. In cases where the doctor verifies that further medical care is necessary for the mother or the child, the employee may request any extension of the leave and use accrued medical leave if available and approved.
- Adoption: Individuals adopting children may request up to six (6) weeks of leave or the number of days required by the placement agency and draw from their accumulated medical leave immediately following the adoption. They may also take leave longer than six (6) weeks without pay under the newborn child care guidelines and Family Medical Leave Act. In cases where the doctor verifies that further medical care is necessary for the mother or the child, the employee may

request an extension of the leave and use accrued medical leave if available and approved.

- Attend to an illness of a family member: A family member refers to spouse, father, mother, child, brother, sister, foster parents, in-laws, grandparents and grandchildren, or other as approved by the Assistant Superintendent of Talent Management or designee.

Accrued personal days may be used for medical leave.

All medical leave time taken from the District must be for employee/family, recuperative activity or adoption activity.

The district maintains the right to request medical verification of absences.

All unused medical leave will be accrued.

Employees absent for six (6) consecutive work days or more shall provide the District with a Return to Work Form and/or a physician's release.

Corrections and/or adjustments for any accrued leave time are only allowed up to one fiscal year in arrears.

## **PERSONAL LEAVE**

Each employee shall have two (2) days of personal leave per year accrued at the beginning of their work calendar. For employees hired after January 1, their personal leave is prorated. Employees will request personal leave and it must be approved by the employee's administrator/supervisor at least (five) 5 working days prior to the leave or immediately upon return of an unanticipated emergency. Unused personal leave days will accrue at a rate of 1:1 for each unused personal leave day into an individual's medical leave (sick leave) at the end of each contract year.

Staff will be required to use personal leave for any religious holiday.

Personal leave days may be used with the exception of the following blackout dates:

- First five (5) instructional days of the school year
- Last five (5) instructional days of the school year
- State mandated testing days

Employees requesting to use personal leave days during the blackout dates must request approval from the Principal with notification to the Superintendent. These days will only be granted in cases of emergencies.

Corrections and/or adjustments for any accrued leave time are only allowed up to one fiscal year in arrears.

## **NEWBORN CHILD CARE**

Staff members with more than three (3) years of continuous employment with Gilbert Public Schools may request up to one year of unpaid leave for the purpose of newborn child care. Such leave shall be for the duration of a semester or a full academic year. Such leave must be requested at least ninety (90) days prior to the semester/year for which leave is requested.

Teachers being granted newborn child care leave for a full year shall not be given a salary increase if granted by the Governing Board. Teachers granted such leave shall notify the Superintendent or his/her designee in writing of his/her intention to return at least thirty (30) days prior to the end of the semester. Employees with newborn children and /or adopting children are referred to the Family Medical Leave Act.

## **BEREAVEMENT**

An employee may use up to four (4) days leave which would not be deducted from personal, vacation or medical leave to attend the funeral of an immediate family member - spouse, parent, mother-in-law, father-in-law, child, sibling, grandparent, grandchild.

An employee may use personal leave if bereavement leave is needed for someone who is not an immediate family member.

## **CIVIC DUTY LEAVE**

Any employee called to serve jury duty shall be granted paid leave for such service. Individuals so called are to report their anticipated absence to their site administrator as soon as possible. An Affidavit of Proof of Service must be provided to their immediate supervisor. Upon returning from jury duty, the employee shall complete the normal absence report and provide documentation of their duty.

If an employee is subpoenaed to appear in court, he/she must contact the Assistant Superintendent of the Office of Talent Management, or designee, prior to the court appearance.

If the subpoena is for a school related item, the employee shall be granted school business days.

If the subpoena is for a non-school related item, the employee shall use accumulated leave. If all leave is exhausted, the employee shall meet with the Assistant Superintendent of Talent Management to determine impact on compensation related to this leave.

## **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The Family and Medical Leave Act (FMLA) of 1993 requires employers to grant eligible employees up to twelve (12) weeks of job-protected leave during a 12-month period for any of the following reasons:

- incapacity due to pregnancy, prenatal care or childbirth
- to care for the employee's child after birth, or placement for an adoption or foster care
- to care for the employee's spouse, son, daughter or parent who has a serious health condition
- for a serious health condition that makes employees unable to perform their job



Eligible employees are those who have been employed by the district for a cumulative total of 12 months and who have completed at least 1,250 hours of service in the 12 month period immediately prior to the time the leave is to commence.

Whenever an employee uses leave that is potentially FMLA-qualifying, the district may inquire further of the employee or employee's representative to ascertain whether the leave qualifies as FMLA leave. Whenever the district has acquired knowledge that the leave is being taken for an FMLA-required reason, the Benefits Department will within five business days, absent extenuating circumstances, provide the employee the FMLA rights notice indicating that the time off work is counting against the employee's Family and Medical Leave entitlement.

Any leave period taken pursuant to Worker's Compensation for an employee's own work related injury or illness that qualifies as a serious health condition is credited against the employee's FMLA leave entitlement.

Eligible employees are required to use accrued sick leave, vacation and personal leave during the FMLA leave.

Employees request FMLA leave by a letter forwarded to the Benefits Department through the employee's immediate supervisor. Requests are to be made at least thirty (30) days prior to commencement of leave or as soon as practicable after the leave is known.

If the employee fails to provide the district with medical approval for return to work within five (5) consecutive working days of exhaustion of all applicable leave options, the district may dismiss the employee on the basis of inability to perform employment functions. The employee is not entitled to a hearing.

### **LONG TERM LEAVE**

After FMLA is exhausted, long term leave, without pay, may be granted to an employee upon the recommendation of the Superintendent, or his/her designee, for a period of no longer than one (1) year for medical reasons, including pregnancy and newborn child care. This includes leave to care for an ill spouse, child, or parent. In the case of illness an accompanying statement from the employee's physician is required before such leave is granted. During a long-term leave, the employee may utilize accrued medical leave, personal leave, vacation leave or compensatory time to offset unpaid work days. Such leave will not be granted for an employee to work outside the District. An employee granted a long term leave for a full year shall be re-employed at the conclusion of the leave at the same seniority status and base salary.

Any leave for less than one-half (1/2) the school year shall be granted the same salary increase as other employees that did not take a leave, unless it is a year without salary movement.

Notification of intention to resume employment after a leave must be submitted to the Assistant Superintendent of Talent Management, or Designee, on or before April 1 of the year in which the leave is granted. In the case of personal illness, the employee must submit a medical release from their physician stating that the employee is able to resume full responsibilities.

## **MILITARY LEAVE**

The District recognizes that employees may perform voluntary or involuntary service for the military. In those cases, it is the intention of the District to comply with all rules and regulations now in effect, or as they may be modified in the future, of the Uniformed Services Employment and Reemployment Rights Act (USERRA). Any full-time or part-time member of support staff called to serve military duty shall be granted paid leave for such service. Please refer to regulations for more details.

Employees performing military duty should inform their immediate supervisor and the Office of Talent Management of any pending military service. A copy of the service orders with dates of service indicated should also be submitted. An Electronic Action Request (EPAR) and a copy of the service orders must be sent to the District Payroll Department before the employee departs for military leave. Leave used outside the service dates can be paid using the employee's personal days, vacation time or other paid leave.

## **PROFESSIONAL LEAVE**

A professional leave of absence without pay may be granted to an employee who has been employed a minimum of ten (10) consecutive years. This leave will be for a period of no longer than one (1) year for reasons of professional improvement including:

- Attendance at a college or university for the purpose of obtaining a higher degree.
- A professional project approved by the Superintendent. The Superintendent may request appropriate written documents related to the project and may meet with the teacher for further clarification of the project.

## **LEAVE FOR STATE OR NATIONAL OFFICE (Administrator)**

If an administrator is elected to a state or national office or an office in a professional education association, the employee may be granted an unpaid leave by the Superintendent for the maximum of one (1) year. Administrators returning from such leave shall return to their same or equivalent position as determined by the Superintendent.

## **VACATION / FLEXTIME (Administrator)**

Full-time twelve (12) month administrators shall receive twenty (20) vacation days per year accrued at the rate of one and sixty seven one hundredths (1.67) days per month. Vacation leave is earned and credited to an employee on a per pay period basis. Administrators may accrue a maximum of thirty (30) days of vacation. All unused vacation days in excess of 30 days will rollover on July 1 to medical days.

With written approval of the Assistant Superintendent of the Office of Talent Management, an employee may use up to ten (10) days in advance of earning these accruals.

Administrators are required to use all vacation days prior to the severance of employment, except when approved by the Superintendent, in which case the administrator will be paid for his/her unused vacation. Such approval must occur at least sixty (60) calendar days prior to terminating employment. This reimbursement will be paid prior to July 1. [Vacation requests should be submitted, except in unusual circumstances, to the administrator's supervisor at least one week in advance.]

Administrators working less than a twelve (12) month contract do not earn vacation days. Any individual departure from specified workdays or holidays must be approved at least one week in advance by the supervisor or Superintendent. In the event of an emergency or extenuating circumstance, the supervisor or Superintendent may waive the one (1) week advance approval.

The decision to grant flextime must be made in consultation with the supervisor(s) affected by the departure from the normally scheduled workdays.

**VACATION (Support Staff)**

Vacation benefits for all full-time twelve (12) month Support Staff employees shall be earned at the following rate and is earned and credited to the employee on a per pay basis:

<u>12 Month Long</u>	<u>12 Month Short</u>
0 to 5 Years Completed.....8 Hours Per Month	0 to 5 Years Complete.....7.6 Hours Per Month
6 to 12 Years Complete....11 Hours Per Month	6 to 12 Years Complete...10.45 Hours Per Month
13 Plus Years Completed..14 Hours Per Month	13 Plus Years Complete.....13.3 Hours Per Month

Vacation hours may be carried forward from fiscal year to fiscal year. These hours shall not exceed 168 hours (maximum hours). Hours shall be determined as of the end of the last pay period of each fiscal year. All unused vacation in excess of 168 hours, for full-time 12 month employees will rollover on July 1 to medical days.

When an existing full-time (9-10-11 month) employee, becomes a full-time twelve (12) month employee, all his/her months of service with the District from the date of full-time employment shall be counted when calculating vacation. Each supervisor will ensure that an annual vacation schedule is established. It is important that the vacation schedule take into consideration work activity during the ensuing year. Each employee will be given the opportunity to indicate the most suitable time for his/her planned vacation. In the event a conflict exists, the employee with greater seniority will be given preference. The fact that vacation should be scheduled does not mean that unscheduled vacations will not be considered. Unscheduled vacation needs to be submitted to the Supervisor as soon as possible.

Full-time Support Staff employees are required to use all vacation days prior to the severance of employment. Exceptions will be approved by the Superintendent or their Designee only in cases of extraordinary circumstance, in which the employee will be paid for their unused vacation up to 168 hours. Such approval must occur at least sixty (60) calendar days prior to terminating employment. This reimbursement will be paid prior to July 1.

During first six (6) months of employment, new hire support staff will accrue vacation but it will not be available to use it until six months from date of hire. If employee leaves before six months of employment, all hours accrued will revert to zero.

**PAID HOLIDAYS (Support Staff)**

All full-time Support Staff employees shall receive paid holidays, which fall within their contracted days according to the following:

12 month employee	Thirteen (13) Days
10 / 10.5 / 11 month employee	Twelve (12) Days*
10S / 9 month employee	Eleven (11) Days**

\*excludes Independence Day

\*\* excludes Independence Day and Memorial Day

Paid holidays that shall be observed:

Independence Day	New Year's Eve
Labor Day	New Year's Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Spring Holiday
Christmas Eve	Memorial Day
Christmas Day	

A day or holiday is defined as an 8 hour workday with the exception on Independence Day, which is a ten (10) hour day due to summer hours.

Employees who have been granted an unpaid leave will not be paid for holidays that fall within the leave time.

**DRESS CODE**

All Gilbert Public Schools employees shall dress in a professional manner that reflects positively on their position in the community. All employees shall have an appearance that is appropriate in light of the environment in which they work and the duties of their jobs. The superintendent shall establish regulations and guidelines defining acceptable versus unacceptable dress for all employees.

Employees' apparel must be modest, safe, and clean so that it does not detract from the "educational process" and is reflective of current business and societal norms. The superintendent may direct certain employees to wear uniforms if the position warrants it.

Exceptions to this policy may be granted by a site administrator for reasons such as "Spirit Days", special events, specific lesson plans, or assignments where alternate dress would be appropriate.

Administration shall review the regulations with their staff on an annual basis.

**BENEFITS**

GPS is dedicated to offering a comprehensive and competitive benefits package designed to support the health care needs of the employee and their family. Each package includes medical, vision and prescription drug coverage, basic life insurance and district paid short-term disability. Benefit eligible employees may choose from one of three medical options, along with a

voluntary dental plan, additional voluntary life insurance and a voluntary short-term disability benefit.

A benefit eligible employee is defined as an employee working 6 or more hours per day, or a minimum of 75% of the work week, on a consistent basis as per outlined in the employment contract.

**Medical plan options:**

- The Trust Plus Plan (Exclusive Provider Organization (EPO) includes district paid Vision Services Plan (VSP).
- The Trust Savings \$1500 Plan (HDHP) includes a Health Savings Account (HSA) district paid plan and Vision Services Plan (VSP).
- The Trust Savings \$2500 Plan (HDHP) includes a Health Savings Account (HSA), and Vision Services Plan (VSP).

**District paid benefits:**

- Basic Life insurance - provided to benefit eligible employees at no cost, GPS provides for coverage of 1x annual salary up to \$50,000.
- Employee Assistance Program (EAP) - a variety of services to help deal with confidential issues that interfere with work or home life available to all employees
- Short term disability - pay for work days missed due to a short term disability starting on day 91 through day 180 at a rate of 66 ⅔% available to benefit eligible employees

**Voluntary options for benefited employees** (premiums are responsibility of the employee and will be deducted via payroll deductions):

- Flexible Spending Account (FSA) before-tax dollars savings for health care and/or dependent care expenses
- The Trust Choice Dental Plan (buy up) additional cost to employee
- Voluntary Short Term Disability - pays for work days missed due to a short term disability starting on day 15 through day 90 at a rate of 66 ⅔%
- Voluntary Life Insurance - the opportunity to purchase additional life insurance

**Financial:**

- Social Security
- Arizona State Retirement
- Retirement savings tools - 403(b), 457, and/or Roth 403(b)

**Wellness Program:**

- GPS aims to improve the quality of life for all employees and their families by providing education and opportunities for healthful living, and financial health.  
Link: [Be Well GPS Program](#)

**Frequent contacts:**

- Arizona State Retirement System (ASRS) 602-240-2000
- Benefits Department 480-497-3384

- Leave of Absence 480-545-2178
- Workman’s Compensation (GPS Contact) 480-497-3493
- The Nurse Triage Line: report a work related injury 1-888-252-4689

## **CALENDAR DEVELOPMENT**

The Superintendent, or Designee, shall consult with the President of the Gilbert Education Association and a certified and support staff representative to review a proposed school calendar prior to Governing Board approval.

## **SUMMER / OFF CONTRACT EMPLOYMENT**

The District recognizes that, in order to provide a quality educational program, certain positions may periodically require additional work days. Employees who work additional days will be paid. This additional pay is not an adjustment to base salary. The District shall advise the employees of the task(s), rate of pay and total hours to complete the task. The District may first offer these positions to the employees to whom such task(s) are most relevant. An application process will be used when appropriate.

## **RETIREEES**

### **Retired Employees**

Individuals who are hired by the District and who retire from the Arizona State Retirement System (ASRS) may return to the workforce. Retirement benefits are not affected if the employee returns to work with an ASRS employer under the following circumstances:

1. For the first fiscal year of retirement employees may work part-time for the entire year at fewer than 20 hours per week.
2. Employees may work full-time (20 hours or more a week) for up to 19 weeks in the first fiscal year of retirement and may also work the remainder of the year at fewer than 20 hours a week. The weeks of 20 or more hours do not need to be consecutive.

### **Arizona State Retirement System (ASRS) – Alternate Contribution Rate (ACR)**

The salary of employees, who draw benefits from ASRS, will be reduced by the alternate contribution rate as determined by ASRS.

## **PHASED RETIREMENT EMPLOYEES**

The District recognizes the value that experienced staff members provide to Gilbert Public Schools. In an effort to recognize these contributions to the District, the district is allowing eligible employees to draw benefits from the Arizona State Retirement System (ASRS) and phase in their retirement as an employee through a third (3<sup>rd</sup>) party contracted employer.

### **Employment with a Phased Retirement Vendor**

GPS has a contract with a private third (3<sup>rd</sup>) party employer, who provides ASRS retired staff members to GPS on an as needed basis. Phased retirement employees will become employees of the phased retirement vendor and will be placed in the District in a position for which they are highly qualified. The phased retirement vendor shall be responsible for the phased retirement

employee's salary and benefits (e.g., medical days, vacation days, and performance pay pursuant to Proposition 301).

### **Qualifications**

Individuals applying to this program must be eligible to retire from the ASRS and have been employed by the District for a minimum of five (5) years. This regulation sets forth the District's procedures for transitioning and approving current employees into the phased retirement program.

### **Application Process**

Eligible individuals wishing to apply to the phased retirement program must submit the following to the Office of Talent Management on or before April 1:

1. Letters of recommendation from current supervisor (enrollment into phased retirement program is not automatic)
2. Letter of Interest explaining intentions to becoming a phased retirement employee
3. Current resume for the phased retirement vendor to review
4. Letter of retirement to inform GPS of the employee's intent to separate formal employment with GPS.

The District will review the application, notify the individual and the phased retirement vendor of the District's decision on or before April 15.

### **Transitioning from GPS to a Phased Retirement Employee**

Prior to becoming a phased retirement employee, the District may buy back the retiree's medical leave days, if eligible, at the rate outlined in the MOU / Employee Handbook. Retirees who receive a satisfactory evaluation, meet criteria shall be eligible for continued employment with a third party retirement vendor, supervisor approval and the District approves the staffing need.

### **Insurance Coverage**

Phased retirement contracted employees may obtain insurance coverage by one of the following options:

1. Purchase insurance through the ASRS
2. Purchase insurance through COBRA
3. Purchase insurance through the phased retirement vendor or
4. Purchase insurance through an alternative outside insurance company.

### **Duties**

Phased retirement employees shall perform all duties required of contracted Gilbert Public Schools employees and will be evaluated by the approved District evaluation system. Phased retirement employees will be expected to adhere to District policies and procedures.

### **Salary Schedule Placement**

Phased retirement contracted employees will be paid a salary in accordance with the rate that is established in the Service Agreement with the phased retirement vendor.

### **Alternate Contribution Rate**

The net salary of phased retirement participants is subject to changes in the ASRS Alternate Contribution Rate (ACR). The District shall not incur the cost of the ACR.

### **RE-EMPLOYMENT TO DISTRICT (Retirees)**

Phased retirees with more than ten (10) years of service in Gilbert Public Schools (GPS) may be re-employed by the District predicated on a recommendation from the immediate supervisor [of the employee] and the Office of Talent Management. The salary for the re-employed retiree will be 80% of the contracted base salary from the year they resigned from the District. Stipends and supplemental work will be paid at the current rate.

Phased retirees with less than ten (10) years of service with Gilbert Public Schools, are not eligible to be re-hired by GPS, however, continued employment with a phased retirement vendor is possible. Continued employment requires a recommendation by the individual's immediate supervisor and the Office of Talent Management.

### **RE-EMPLOYMENT TO DISTRICT (Non-retirees)**

Employees who return to GPS with more than five (5) years of service to the District and are re-employed in a similar position within three (3) years after that resignation, may be re-employed at the same base pay in which they resigned from the District. Employees shall not lose any right to any other benefits provided by law or the rules and regulations of the Governing Board on their return to the school district.

Any administrator whose specific job is eliminated due to a reduction in force or elimination of title, and who is re-employed within a three (3) year period of his/her previous separation date, will be reinstated with all benefits unless the individual was previously compensated for such benefits.

### **SHARED CONTRACTS (Certified)**

The District recognizes that there is value to shared contracts for both employees and students.

### **Qualifications**

- Partner teachers must have a minimum of three (3) years of experience, one within the Gilbert School District.
- Partner teachers must be approved by the site administrator, Office of Talent Management and the Superintendent.
- The site administrator will ensure that there is at least one (1) full time teacher at the grade level where a shared contract is to occur.
- Student placement into the shared contract classroom will be voluntary.
- The number of students in the shared contract classroom must meet the District staffing requirements.



## **Criteria**

- Partner teachers will both attend all professional development days as required by the District.
- Partner teachers will be expected to jointly attend parent/teacher conferences, in-services, collegial days, PLC, grade level activities, and faculty meetings (at site administrator's discretion).
- Partner teachers will be expected to establish adequate weekly common planning time to ensure student success.
- Partner teachers will both teach the first two (2) weeks of school if the shared contract is in grades All Day Kindergarten (ADK), 1, 2, or 3.
- Partner teachers will both teach the first week of school if the shared contract is in grades 4, 5, or 6.
- Partner teachers will both teach the last week of the school year.
- Planning and coordination of the teaching schedule of the partner teachers will be developed in conjunction with the site administrator and approved by the site administrator.

## **Limitations**

- Partner teachers will earn their portion of FTE of their regular salary and receive their portion of FTE of accrued medical leave.
- No insurance benefits are provided for the partner teachers.
- Partner teachers will receive full movement on the salary schedule when applicable.
- In cases where shared contract classroom does not meet the District staffing requirements for that grade level, the partner teachers will be offered a position that meets District needs.
- If circumstances require one partner teacher to be removed from the shared contract, the remaining partner will be considered for the full-time teaching responsibilities (with appropriate compensation and benefits).
- The District reserves the right to remove one or both partner teachers if the District feels the educational and emotional needs of the students are not being met.

## **Application**

Individuals wishing to be employed under shared contract shall file a letter of intent with the site administrator by April 1 of the current year (for the following year). This letter shall include the following items:

- Name
- ID Number
- Address
- Telephone Number
- Employment history with Gilbert Public Schools
- Employment history outside Gilbert Public Schools
- Partner (co-teacher) — Name/ID Number/Address/Telephone Number
- Reason for sharing contract

- Proposed schedule: (i.e. 1/2 days, share week)
- Philosophy of shared contract

The District shall make every attempt to accommodate requests for shared contracts before May 1 of the preceding year.

### **CURRICULUM DEVELOPMENT (Certified)**

Curriculum development is of vital importance in maintaining quality education in the District. The District will provide the opportunity for qualified teachers to engage in the process of developing or re-writing curriculum.

- Curriculum development projects will typically take place outside the professional work day or during summer vacation.
- Before accepting responsibility for such tasks, teachers will be advised of the goal and objectives of the project.
- Teachers who engage in developing curriculum during the school day will have classes covered for them.
- Projects completed outside of the professional day may be compensated at the hourly teacher stipend rate. Projects may include development of curriculum maps, lesson plans, or similar resources.

### **EMPLOYMENT LENGTHS (Support Staff)**

Support Staff employees are paid on a fiscal year basis. Each contract is a specific length. The following is a list of the GPS contract lengths:

12 month long	259 contracted days/246 workdays
12 month short	247 contracted days/234 workdays
11 month	227 contracted days/215 workdays
10.5 month	214 contracted days/203 workdays
10 month	207 contracted days/195 workdays
9.5 month / Health Asst.	196 contracted days/185 workdays
9 month	192 contracted days/181 workdays
Transportation	193 contracted days/182 workdays

Full-time employees receive paid holidays (see page 8 for details). Contracted days include holidays. For further clarification, please refer to the work calendars on the District website.

### **GRIEVANCE PROCEDURES**

**The following terms will be used within these procedures, using the accompanying definitions:**

- A *grievance* is any claim by any employee or any group of employees that an administrator(s) or supervisor(s) has violated, misinterpreted, or misapplied a Board policy or an administrative regulation.
- The *aggrieved person(s)* shall mean the employee or group of employees making the claim.
- The *offender(s)* shall mean the person or group of persons against whom the claim is made.

**Guidelines:**

- A grievance shall not apply to any matter to which a method of review is prescribed by law or by any rule or regulation of the Arizona State Board of Education or the Superintendent of Public Instruction that has the force and effect of law, or by any policy of the Arizona State Board of Education; nor shall it apply to any matter in which the Governing Board is without authority to act.
- The Assistant Superintendent of the Office of Talent Management shall be liaison for the Superintendent and the Board in all matters affecting interpretation of employee contracts, grievances, or complaints. The Assistant Superintendent of Talent Management shall be informed of all grievances and provided copies of written documentation related to all grievances.
- Grievance proceedings shall be kept as informal and confidential as appropriate at any level of the grievance procedure.
- All documents, communications and records dealing with the processing of a grievance shall be permanently filed in the Office of Talent Management.
- Any aggrieved person shall continue to follow Board policy and administrative direction during the processing of a grievance, regardless of the status of the grievance, until such grievance is properly completed.
- All grievance meetings at the administrative level shall be conducted in private, as opposed to a public meeting, and shall include only such parties as heretofore referred to in this grievance procedure.
- Nothing contained herein shall be construed as limiting the right of any teacher, administrator, or other employee with a complaint to discuss the matter informally with the appropriate person or persons and having the complaint adjusted without use of the grievance procedure.
- Grievances will be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum. The time limits specified may, extended by mutual agreement of the parties concerned.
- All time limits consist of working days. When a grievance is submitted less than ten days before the close of the current school term, it will be processed as soon thereafter as possible.
- School days, shall mean days of scheduled school attendance for teachers.
- In cases of extenuating circumstances, any administrator may waive personal involvement in the grievance procedure.

**Informal Procedure**

An aggrieved person shall first discuss, informally, the potential grievance with the building principal or immediate supervisor, with the objective of resolving the matter informally. The grievance need not be written at the informal procedure level, but the discussion must take place within ten (10) working days of the occurrence.

## **Formal Procedure**

Each grievance to be processed through the formal grievance procedure shall be submitted in writing and shall include the following:

- The aggrieved party;
- The procedure(s) allegedly violated;
- The Board policy allegedly violated;
- The administrative regulation(s) allegedly violated;
- The time and the place where the alleged offense occurred;
- A statement of the grievance;  
A statement of redress sought by the aggrieved party; if known, the identity of the person or persons responsible for causing the offense.
- A formal grievance shall be deemed waived and void unless it is submitted, in writing, within forty-five (45) working days of the date when the offense occurred.
- The employee may be accompanied by another district employee or a representative of a professional organization recognized by the district. This individual's role will be to observe the meeting.
- Failure at any step in this procedure to communicate decisions, in writing, as called for on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step to appeal a decision to the next step, in writing, within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and there shall be no further right of appeal.

### ***Level One:***

- If the aggrieved person is not satisfied with the disposition of the grievance at the informal level, or if no decision has been rendered within five (5) working days after presentation of the grievance, the aggrieved person may formally submit the grievance, in writing, to the building principal or immediate supervisor.
- The building principal or immediate supervisor shall deliver a written decision within fifteen (15) working days. If the aggrieved person is not satisfied with the response of the building principal or supervisor, or if no decision has been rendered within fifteen (15) working days, the aggrieved person may submit a copy of the grievance to the appropriate Executive Director of Talent Management who supervises the employee's administrator. This must be done within five (5) days after the decision of the building principal or supervisor.

### ***Level Two:***

- Upon receipt of the grievance, the Assistant Superintendent of Talent Management shall confer with the aggrieved person and other persons with respect to the grievance in an effort to resolve the grievance.
- The Assistant Superintendent of Talent Management shall deliver a written decision to the aggrieved person within fifteen (15) working days after it is received.
- If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered, the aggrieved person may submit an appeal of the grievance, in writing, to the Superintendent within five (5) working days after disposition at Level Two.

***Level Three:***

- Upon receipt of the grievance, the Superintendent shall confer with the aggrieved person and other persons with respect to the grievance in an effort to resolve the grievance, or may simply review all material relating to the matter and prepare a written reply to the complainant.
- The Superintendent shall deliver a written decision to the aggrieved person within fifteen (15) working days after it is received.

***Level Four:***

- If the aggrieved person is not satisfied with the disposition at Level Three, or if no decision has been rendered within fifteen (15) working days after presentation of the grievance, the aggrieved person may submit an appeal of the grievance, in writing, to the Governing Board President. Such an appeal shall be filed with the Superintendent not later than ten (10) working days after notification of the Superintendent's decision at Level Three.
- The Superintendent shall provide to the Governing Board members a copy of all documents related to this grievance. After reviewing these documents, the Governing Board may choose to have the employee(s) meet with the Governing Board or may review the grievance with the Superintendent. The Governing Board shall then in an open meeting give the Superintendent their direction and response. That response will be delivered in writing to the employee. A copy of this response shall be provided to all Governing Board members. The Governing Board in conjunction with the Superintendent shall complete this process within a reasonable time.

**SEXUAL HARRASSMENT**

Sexual harassment is a form of discrimination in employment and educational opportunities on the basis of behavior that includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. This includes employee to student actions, student to employee actions, employee to employee actions and student to student actions. Sexual harassment by District employees will not be tolerated and will result in disciplinary action. Employees are encouraged to report sexual harassment immediately to your supervisor, Assistant Superintendent of Talent Management, or Executive Director of Talent Management.

Sexual harassment is prohibited by Title VII of the federal Civil Rights Act of 1964, the Title IX of the Education Amendments of 1972, by the Arizona Civil Rights Act, and by District policy; Sexual Harassment (ACA).

**GENETIC INFORMATION DISCRIMINATION**

Under Title II of GINA, it is illegal to discriminate against employees or applicants because of genetic information. Title II of GINA prohibits the use of genetic information in making employment decisions, restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing genetic information, and strictly limits the disclosure of genetic information.

The EEOC enforces Title II of GINA (dealing with genetic discrimination in employment). The Departments of Labor, Health and Human Services and the Treasury have responsibility

for issuing regulations for Title I of GINA, which addresses the use of genetic information in health insurance.

*Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), which prohibits genetic information discrimination in employment, took effect on November 21, 2009.*

### **PUBLIC NOTICE OF NONDISCRIMINATION**

Gilbert Public Schools does not discriminate on the basis of race, color, national origin, sex, age, or disability in admission to its programs, services, or activities, in access to them, in treatment of individuals, or in any aspect of their operations. The lack of English language skills shall not be a barrier to admission or participation in the District's activities and programs. Gilbert Public Schools also does not discriminate in its hiring or employment practices.

This notice is provided as required by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. Questions, complaints, or requests for additional information regarding these laws may be forwarded to the designated Compliance Coordinator(s) at 140 S. Gilbert Rd, Gilbert, AZ 85296, or at the phone numbers listed below. Refer to Governing Board Policy; Nondiscrimination / Equal Opportunity (AC) and/or Sexual Harassment (ACA).

To discuss concerns, please contact the Executive Director of Talent Management at 480-497-3328

### **CONSTRUCTIVE DISCHARGE NOTICE**

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

Under the law, an employee may be required to wait for fifteen calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against the employer. An employee may be entitled to pay or unpaid leave of absence of up to fifteen calendar days while waiting for the employer to respond to the employee's written communication about the employee's working condition.

### **EVALUATIONS**

All personnel shall be evaluated, using a District developed evaluation instrument, on a yearly basis by their administrator or immediate supervisor. Evaluations on continuing employees, starting their third year, may be completed at any time during the contractual year. The evaluations shall be submitted prior to May 1. Employees not receiving such evaluation may notify the Executive Director of Talent Management.

## **MEDICAL LEAVE BANK**

The District recognizes that employees may face catastrophic illnesses/injuries that may exhaust their medical leave. To provide assistance to employees in these cases, the District shall establish a medical leave assistance program, the Medical Leave Bank, to which employees may voluntarily contribute medical days for use by other employees.

### **Catastrophic Illness/Accident Defined**

A catastrophic illness/accident is defined as a sudden, unexpected illness/injury with disastrous consequences. Such consequences include, but are not limited to terminal illness, inability to perform duties, loss of the ability to perform basic life functions, inability to communicate, inability to perform activities of daily living or mobility in which it is projected the employee will be absent from the workplace a minimum of eleven (11) days. Normal pregnancy and childbirth are not included.

### **Contribution of Medical Days**

Employees will be given the opportunity to contribute medical days to the District Medical Leave Bank after two (2) years of full-time employment. Initially, an employee may only contribute to the bank if he/she has more than ten (10) days in his/her own account. The bank shall initially be established by requesting a one (1) day contribution from all employees. If at any point the bank has less than ninety (90) days, the District shall request additional donations to the bank of one (1) day. Employees must contribute each time donations are requested to remain an active member of the bank. The District shall bi-annually, during the last week of October and the last week of April accept medical day contributions from new members who become eligible for the medical bank. It is understood that once these days are contributed they shall not be returned to the employee and shall become the possession of the Medical Leave Bank.

### **Withdrawal of Medical Bank Days**

A full-time employee may request days from the Medical Leave Bank for catastrophic illness/accident to himself/herself or a member of his/her immediate family. This illness/accident must be verified by a medical doctor.

In order to qualify, the employee:

- Must have been employed by the District full-time for two (2) full years.
- Must be a Medical Leave Bank contributor.

The employee's application will be reviewed by the Medical Bank Committee for approval/disapproval, within ten (10) working days of receipt of the application.

An employee must use his/her accumulated vacation, medical leave and personal leave before applying to the Medical Leave Bank.

An employee who withdraws from the bank may contribute at his/her discretion to the bank with no limitations.

An employee may draw from the Medical Leave Bank until he/she is covered by:

- The District Short Term Disability Program
- The Long Term Disability Program
- Disability benefits provided by no-fault insurance
- Social Security disability benefits
- Rehabilitation income
- Any salary, wages, commission or similar compensation payments
- Loss of time benefits provided by any other insurance

### **Immediate Family**

The immediate family of an employee is defined as spouse, children, adopted children, parents of the employee, brother, sister or any other blood relatives who have lived with and been dependent on the employee for the previous twelve (12) continuous months.

The use of the Medical Leave Bank to care for a member of the immediate family shall be the same as defined above. The necessity for the employee to be absent from work shall be for the purpose of care-giving to the immediate family member as verified by a doctor.

### **Committee Composition**

- Superintendent, or designee, who shall chair the committee but have no voting rights.
- Two (2) certified employees appointed by the Superintendent, or designee, from a list of ten (10) names recommended by GEA.
- Two (2) support staff employees appointed by the Superintendent, or designee, from a list of ten (10) names recommended by GESP.
- One (1) administrator appointed by the Superintendent or designee.

The Medical Leave Bank Committee reviews employee requests for assistance as they are received. All decisions of the Committee shall be final.

## **PAY FOR PERFORMANCE**

### **Overview**

PPF is a program that includes active participation in Professional Learning Communities (PLCs), analysis of student data, development of SMART goals, and the collaborative study of Arizona's College and Career Ready Standards (AZCCRS) to improve student and teacher learning across the District. PLCs employ an action inquiry cycle that engages teachers in questioning, studying, planning, experimenting, reflecting and assessing. Team members rotate roles and share responsibilities equally. PLC's work collaboratively to develop SMART Goals:

- Strategically and specifically aligned with school and district goals
- Measureable
- Attainable
- Results oriented
- Time bound



### **Pay for Performance Plan**

The Pay for Performance Plan (PFP), describes how Classroom Site Funds (Fund 11, 12, and 13) will be distributed. Distribution of PFP funds occurs up to three times a year.

### **Classroom Site Funds**

ARS § 15-977 was passed by the voters of Arizona in the fall of 2000 to further fund education through an increase in the state sales tax effective July 1, 2001. This initiative provided additional funding to schools in three (3) separate categories. The funding provided with ARS § 15-977 sunsets in the year 2020 unless renewed by Arizona voters.

### **PROP 301 / Pay for Performance Carry Over Funds**

If sufficient funds exist, each eligible certified teacher will receive an additional stipend of \$100 or more as per the teacher classification section after all PFP stipends have been distributed. If less than \$100 per eligible participant is available, the money will be carried over to next year.

A certified teacher whose contract is not renewed by the Governing Board will not receive additional funds.

Any certified teacher employed during 2017-2018 school year who was separated from employment due to a reduction in force will be eligible for these additional funds.

The Superintendent will annually provide a charge to a committee to address any changes to Pay for Performance.

## **PERSONNEL FILES**

- Personnel files are established, initiated and controlled by the District for the purpose of maintaining a record of the qualifications and performance of employees.
- Materials originating within the District, and which concern conduct of an employee conduct, or personality shall not be placed in an employee's file unless he/she has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed and shall be issued a copy. Such signature does not necessarily indicate agreement with the content of such material.
- The employee shall have the right to respond to those items specifically addressed within the materials placed in the file within ten (10) days of receipt of document. The response shall be submitted to the individual's immediate supervisor, and attached to the file copy. The response may be accepted only if the contents are directly relevant to the contents of the material in question.
- All references obtained on the basis of confidentiality for the purpose of initial employment or promotion, originating either outside the District or within the District, shall not be subject to this agreement and, therefore, shall not be available for inspection by the employee. Those items covered would be placement files or

letters of recommendation for initial employment or promotional employment within the District.

- All materials must be time and date stamped at the time they are placed in the files and may not be removed except through grievance. The signature of the employee and immediate supervisor shall be affixed to each document.
- All materials placed in the employee's District personnel file and originating within the District shall be available for inspection by the employee and administration. Requests for inspection will be given, in writing, to the Office of Talent Management twenty four (24) hours in advance of the date desired. The Office of Talent Management staff will schedule a time for the inspection and will make arrangements for a staff member from the Office of Talent Management to be present when the inspection takes place.

### **PROFESSIONAL DEVELOPMENT (PD)**

GPS recognizes that participation in meaningful, job-appropriate professional development is essential for the continued growth of our certified faculty and support staff members. District goals, instructional framework, professional learning communities, and student learning needs will guide Professional Development planning. Additionally, in accordance with our E4 philosophy, Professional Growth opportunities that promote individualized learning pathways that support our employees in their professional interests and financial, physical and social-emotional wellness will also be a priority.

The GPS Professional Development plan is a continuous improvement model designed to impact professional skills as well as provide employees an opportunity to impact their salary. An Employee's salary can be impacted in three (3) ways:

- Board approved raises
- Post-secondary credits
- National Board Certification

#### **Board Approved Raises**

On an annual basis, during an open Board Meeting, the Board has the discretion to approve yearly pay raises for all GPS employees.

#### **Post-Secondary Credits (Certified and Support Staff)**

The district seeks to support learning activities that will directly impact the employee's current position or a future position to which they aspire within the district. Employees who pursue advanced degrees and other relevant post-secondary collegiate coursework may be eligible for compensation.

All graduate and undergraduate credits must be pre-approved on Frontline PD Management System (My Learning Plan) by the employee's immediate supervisor and the Director of Professional Development.

1. Credits must be taken at a Higher Learning Commission (HLC) or other nationally accredited institution for an approved degree program, professional

- certificate/endorsement, or other coursework that will have a direct impact student learning.
2. The employee must apply for the reimbursement rate and salary adjustment once coursework is completed with a minimum grade of a “C” or better, and can be verified by a transcript from the accredited institution. Open transcripts are acceptable.
  3. A reimbursement rate of \$65.00 per university credit hour or \$25.00 per community college credit hour will be made in a one-time payment to the employee, and an adjustment in the identical amount (i.e. \$65/\$25) will be applied to the employee’s base salary.
  4. Compensation will be paid out based on the following timelines:
    - a. The one-time reimbursement rate for coursework/classes ~~must be~~ completed prior to June 30 with official transcripts submitted to the Professional Development Office for verification prior to July 30 will be paid by the first paycheck in September.
    - b. The one-time reimbursement rate for coursework/classes completed prior to December 30 with official transcripts submitted to the Professional Development Office for verification prior to January 30, will be paid by the first paycheck in March.
    - c. Salary adjustments will be applied to an employee’s base salary the following contract year (i.e. coursework completed by the December and/or June deadline will be applied to the following academic year’s base salary as long as the employee applies for the adjustment and submits transcripts in accordance with the above timelines).
  5. Upon completion of the degree program, an employee may apply for an additional base salary adjustment. A \$500.00 adjustment will be added for the achievement of a Master’s degree and \$1000.00 for a Doctorate degree.
    - a. Degree must be conferred prior to June 30
    - b. Transcripts verifying degree must be submitted to Professional Development Department by July 30
    - c. Salary adjustment will begin the academic year after the degree is conferred and verified

### **National Board Certification (Certified Employees)**

GPS recognizes the positive impact that National Board Certified teachers have on the teaching profession and in our classrooms. GPS supports teachers in their desire to pursue National Board Certification and provides additional compensation to those who successfully complete the NBCT process and retain certification.

- Upon initial completion of NBCT requirements, teachers must notify the Office of Talent Management and provide verification of NBCT status.
- Initial applications for the NBCT stipends are accepted at any time during the year.
- The annual stipend for NBCT teachers is \$3,000.
  - Stipends are awarded based on the NBCT letter date.
  - Stipends are prorated for the remainder of the year for those certified during the academic year.

- Eligibility is reviewed annually in July by the Office of Talent Management via the NBCT website.
  - Stipends are prorated for certifications that expire during an academic year (unless renewed).

**Professional Development Incentive Stipend (Support Staff ONLY)**

Support Staff employees are eligible to apply for a \$150.00 Incentive Stipend upon successful completion of 45 clock hours of job related professional development coursework.

This option is open to ALL support staff employees, regardless of tenure in GPS, and hours may be accumulated over multiple years as needed.

1. Coursework may include:
  - a. District courses offered through Frontline (MLP)\* that are related to the employee’s current job.
  - b. GESP Trainings that are offered through Frontline (MLP).\*
  - c. Requests for outside courses not found in Frontline (MLP) must be submitted for pre-approval using Fill-in-Forms →Support Staff Forms in Frontline (MLP) and must be marked complete with a certificate attached via My File Library in order to obtain Final Approval.
2. Employees are responsible for verifying that all coursework is accurately reflected in the employee’s Frontline (MLP) account.
3. Submit application for PD Incentive Payout using the form available on Frontline (MLP) no later than June 30.
4. Incentive is \$150 per year for each contracted year that follows (accumulated maximum \$3000).
  - a. Incentive stipends will be paid no later than the last week in August of the following contract year.
  - b. Only those contracted as employees at the time of distribution are eligible for the Incentive Stipend. Those eligible employed who are part of the phased retirement program (SMART SCHOOLS) will be paid at 80% of the regular rate.

*\*Enrollment is required prior to attending courses that are offered through My Learning Plan. Incentive credit will NOT be awarded for participants who do not enroll for their course(s) through MLP prior to attending.*

**Longevity Stipend (Support Staff ONLY)**

Employees with more than ten (10) consecutive years of employment with Gilbert Public Schools will be eligible to apply annually for a Longevity Stipend from a pool of \$15,000.00 to a maximum of \$300.00 per employee.

In order to qualify for this payment, employees must meet the following guidelines each fiscal year:

1. Individuals must be employed by the District for ten (10) consecutive years before the fiscal year begins (that means the employee is starting their 11<sup>th</sup> consecutive year or more in the District).
2. Employees must complete six (6) clock hours of technology or job-related professional development coursework during the school fiscal year. Coursework may include:

- a. District courses offered through Frontline (MLP)\* that are technology based or are directly related to the employee's current job.
  - b. GESP Trainings that are offered through Frontline (MLP)\* that are technology based or are directly related to the employee's current job.
  - c. Requests for outside courses not found in Frontline (MLP) must be submitted for pre-approval using Fill-in-Forms → Support Staff Forms in Frontline (MLP) and must be marked complete with a certificate attached via My File Library in order to obtain Final Approval.
3. Employees are responsible for verifying that all coursework is accurately reflected in the employee's Frontline (MLP) account.
  4. Submit the application for Longevity Stipend payout through Frontline (MLP) no later than June 15
    - a. Employee must attach a copy of current year's evaluation to the application.
    - b. Current year evaluation must show all criteria/standards are at Meets Standards or higher
  5. Eligible employees are paid a one-time stipend from a pool of \$15,000 to a maximum of \$300 per employee. Actual payout is contingent upon the number of eligible employees
    - c. Longevity Stipend will be paid no later than the last week in August of the following contract year.
    - d. Only those contracted as employees at the time of distribution are eligible for the Longevity Stipend. Those eligible employed who are part of the phased retirement program (SMART SCHOOLS) will be paid at 80% of the regular rate.

*NOTE: Longevity Stipend hours may NOT be used for PD Incentive payout. Longevity payouts are processed first. Employees applying for both incentives must designate hours for Longevity and still have 45 additional hours remaining to qualify for the PD Incentive payout*

*\*Enrollment is required prior to attending courses that are offered through My Learning Plan. PD credit will NOT be awarded for participants who do not enroll for their course(s) through MLP prior to attending.*

### **Phased Retirement Employees**

Continuing employees who are part of the phased retirement system, are subject to the same guidelines and will be eligible for compensation / stipends / reimbursement at a rate of 80% of contracted GPS employees.

### **SALARY SCHEDULE PLACEMENT (Administrator)**

#### **Setting Salary for new Administrative employees**

Administrative employees new to the District shall receive credit on the Administrative Salary Schedule based on years of experience.

#### **Setting Salary for in-district employees**

- Administrators promoted within the District shall be placed in the category on the Administrative Salary Schedule that gives them a minimum of a two (2) percent increase.
- Administrators transferred shall receive a minimum of the same base salary.

- The Superintendent shall retain the right to determine placement on the salary schedule in the best interest of the District due to market conditions and/or the need for continuity or quality of service to the District.

### **SALARY INCREASE**

Salary increases may occur each year based upon fiscal conditions and the District goals.

Any person who is placed on a formal written improvement plan by their evaluating supervisor, because of their formal evaluation, will not receive a salary increase, including stipends or other forms of alternative compensation.

### **NEW EMPLOYEES (Support Staff)**

New district Support Staff employees, shall be assigned job descriptions consistent with their respective positions, titles, and responsibilities. The Executive Director of Talent Management has the authority to place an employee new to a position on the salary schedule based on previous experience for an exemplary candidate, in hard to fill or critical positions.

All new employees must be fingerprinted before they are assigned. Gilbert Public Schools participates in the E-Verify Program, in order to comply with Federal regulations for employment eligibility. All new hires to GPS after January 1, 2008 will be e-Verified for employment eligibility. The assignment will not take place until the information from the fingerprint check is reviewed by the Office of Talent Management.

### **PROBATIONARY EMPLOYEES (Support Staff)**

Employees shall be employed for sixty (60) work day probationary period. Upon completion of the probationary period, required professional development courses, and a satisfactory evaluation, the employee will be granted regular employment status. Under extenuating circumstances, the Assistant Superintendent of Talent Management may extend the probationary period an additional thirty (30) work days.

An employee must successfully complete their probationary period before applying for a transfer unless approved by their Supervisor and the Executive Director of Talent Management.

An employee may be dismissed without prior notice or obligation during the probationary work period.

### **PAY INCREASE\***

Pay increases are based on an evaluation instrument. An individual receiving a “Does Not Meet” standards evaluation will receive the same salary as in the previous contract year. Pay increases are granted, in most cases, at the beginning of each fiscal year. These increments will be limited to one (1) pay increase increment during the fiscal year. Employees not receiving a pay raise under this item will be reviewed sixty (60) working days after the beginning date of the new contract. If at that time the employee meets the requirements, he/she will receive their increase.

## **CHANGE OF ASSIGNMENTS (Administrators)**

Assignment of administrators shall be based primarily on factors deemed to be in the best interest of the District. Reassignment will be implemented as the needs of the District are determined and in consultation with the employee.

## **RETURN TO TEACHER STATUS (Administrators)**

Administrators may be offered a teaching position at the administrator's request or District reassignment if the administrator is qualified and properly certified for an open available position.

### **Service to Gilbert**

If an administrator returns to teacher status, all years of service to Gilbert Public Schools will be honored for placement.

### **Service Outside of Gilbert**

Administrators who return to teaching status who have service outside of Gilbert Public Schools will be given all years of administrative experience and a maximum of five (5) years teaching experience.

## **JOB OPENINGS AND POSTINGS**

(Administrators, Certified / Professional Staff and Support Staff)

### **Administrators and Certified**

Vacancies will be posted for a minimum of 7 days, unless under emergency situations and/or extraordinary circumstances approved by the Superintendent.

### **Support Staff**

When a vacant or new position is available, these procedures will be followed:

The Office of Talent Management will approve and post available vacant positions and vacancies for a minimum of 3 days, unless under emergency situations and/or extraordinary circumstances approved by the Superintendent. Approved vacancies will be posted on the District's web site at [www.gilbertschools.net](http://www.gilbertschools.net). These vacancies will also be posted on the bulletin boards in the Educational Complex Building, District Department Buildings and at each campus in an area accessible to all employees.

1. When six (6) or more in-district qualified applicants apply for a position, the District shall reserve the right to paper screen applicants as long as a minimum of four (4) qualified applicants are personally interviewed. The District may request résumés outlining job qualifications and/or test employees to screen for initial interviews. The work site supervisor shall notify paper-screened in-district applicants not selected for interviews of their status.
2. Any employee changing positions or being promoted shall be evaluated after a sixty (60) work day period.

3. Dual employees who move to a single job will have their two previous salaries averaged and then placed on the appropriate hourly wage. If an employee requests a job change for a lesser grade, the employee will be placed appropriately, but at the grade of the new position. If an employee changes positions and the new position is a lateral grade, the employee will remain at the same rate of pay.
4. Employees who are on a remediation plan or have been administratively transferred, for disciplinary reasons, may not apply for posted positions until successful completion of the probation/remediation.
5. Employees promoted to a new position but remaining in their current job longer than (15) working days, shall begin receiving full benefits of their promotion on the (16) sixteenth day of employment.

### **NON-DISCIPLINARY TRANSFERS (Certified / Professional Staff and Support Staff)**

Employees shall be employed on a district-wide basis with the interest of the individual employees in mind, and shall be assigned as needed. The transfer of an employee from one position to another may be made by the Assistant Superintendent of Talent Management when it is apparent that such a change is in the best interest of the students, the educational program, or the District.

### **DISCIPLINARY TRANSFERS**

#### **Support Staff**

When a transfer is made for disciplinary actions resulting in a demotion, the employee will be compensated at his/her present salary and will be subject to a sixty (60) work day probationary period.

### **MEDICAL LEAVE BUY BACK**

The District recognizes and encourages that medical leave be accumulated to provide the employee with income when he/she is sick and absent from work and as an additional form of savings at the time of retirement/resignation.

The District shall buy back accumulated medical leave from employees who meet specified guidelines under the following criteria:

- **Retirement/Resignation:** Employees wishing to avail themselves of this benefit, must have five (5) years of consecutive service in GPS or a minimum of ten (10) years nonconsecutive service in GPS, and submit an irrevocable letter of retirement/resignation to their Supervisor on or before the first Friday following winter break. The Supervisor will submit an ePAR to process the retirement/resignation no later than the first Friday following winter break.
- If an exceptional circumstance occurs after first Friday following winter break, the employee may appeal to the Superintendent or Designee.



In the event an employee receives a Reduction in Force (RIF) notice and is not recalled, the employee will be eligible for medical/personal leave buy back if he/she has five (5) or more years of continuous service with the District and has accumulated at least twenty-five (25) days of unused medical leave.

If the District is unable to offer the employee a full-time position within the District before August 30<sup>th</sup>, and the employee has at least five (5) years of continuous service to the District and has accumulated at least twenty-five (25) days of unused medical leave the employee will be eligible to receive their medical and personal buy back monies.

If an employee qualifies for both medical leave buy back and personal leave buy back, those monies will be combined for the purpose of funds distribution. Buy back rates are as follows:

**Administrators**

- 0 - 24 accumulated unused medical days = not eligible
- 25- 49 accumulated unused medical days = \$36.50 per day
- 50 - 74 accumulated unused medical days = \$43.50 per day
- 75 - 99 accumulated unused medical days = \$58.50 per day
- 100 - 149 accumulated unused medical days = \$81.50 per day
- 150 or more accumulated unused medical days = \$94.50 per day

**Continuing-Administrators**

When administrators have accumulated more than 150 days of medical leave and have 10 years of service to the District, they may choose to sell back their unused medical days on an annual basis under the following conditions:

Administrators shall be limited to selling back a maximum of 20 days of earned medical leave per year. Administrators choosing this option must notify the Office of Talent Management, in writing, on or before February 1. The following rate shall be used to buy back the medical leave: \$94.50 Per Day.

**Certified Staff, Professional Staff**

- 0 - 24 accumulated unused medical days = not eligible
- 25- 49 accumulated unused medical days = \$26.50 per day
- 50 - 74 accumulated unused medical days = \$31.50 per day
- 75 - 99 accumulated unused medical days = \$42.50 per day
- 100 - 149 accumulated unused medical days = \$58.50 per day
- 150 or more accumulated unused medical days = \$77.50 per day

**Support Staff (Non-probation)**

All buy back for support staff is calculated on an 8 hour day.

- 0 - 24 accumulated unused medical days = not eligible
- 25- 49 accumulated unused medical days = \$24.50 per day
- 50 - 74 accumulated unused medical days = \$27.50 per day
- 75 - 99 accumulated unused medical days = \$36.50 per day
- 100 - 149 accumulated unused medical days = \$47.50 per day

- 150 or more accumulated unused medical days = \$65.50 per day

### **Special Pay 403b Plan Mandatory Participation**

The District has a mandatory Special Pay 403b Plan for any employee who resigns or retires age 55 or older, or will turn 55 during the calendar year the employee resigns or retires in, who is eligible to receive buy back money in excess of \$2,000.00. A non-elective contribution will be made into a 403 on the employee's benefit up to the maximum amount allowed by the Internal Revenue Service (IRS) in the current calendar year.

Also offered is the (HRA) Health Reimbursement Account. The HRA is a tax favored account that when used for qualifying medical expenses is completely tax free. Each employee's post-employment healthcare coverage options will determine if the sick leave reimbursement is allocated to the HRA or the 403b plan.

The purpose of implementing a special pay plan was to save the District and the employee money. Special pay plans are exempt from Social Security and Medicare taxes for both the employee and employer, whereas federal and state taxes are deferred.

Employees must use the vendor as designated by the District. If an employee wants immediate access to their money the employee should convey this to the District approved vendor to ensure a proper procedure is followed.

If you have questions about the special pay plan please contact the district assigned vendor or visit the Internal Revenue Service website at [www.irs.gov](http://www.irs.gov). General questions can also be directed to the District's third party administrator, MidAmerica at 1-800-430-7999.

The District does not match contributions made to the Special Pay 403b Plan nor does it endorse any of the investment options offered by the participating vendors.

### **PERSONAL LEAVE BUY BACK**

Full time employees with at least five (5) years of continuous service, terminating employment at the end of their specified contractual agreement, may be eligible to be reimbursed for personal leave buy back. Accrued personal leave will be bought back at the employee's daily rate. Employees desiring to apply must notify the Assistant Superintendent of Talent Management by April 1 of the year of their separation of employment.

In the event of the death of a staff member with five (5) or more years of continuous service to the District, personal leave buy back reimbursement will be distributed to the employee's beneficiaries/estate.

If an employee qualifies for both medical leave buy back and personal leave buy back, those monies will be combined for the purpose of funds distribution.

### **Banked Personal Leave Buy Back**

Employees who have banked personal leave days which were accrued prior to July 1, 2003 may use them as outlined in the Employee Policy Manual. If not used they will be bought back at the employee's daily rate upon retirement/termination.

## **VACATION BUY BACK**

Full-time Support Staff employees are required to use all vacation days prior to the severance of employment. Exceptions will be approved by the Superintendent or their designee only in cases of extraordinary circumstance, in which the employee will be paid for their unused vacation up to 168 hours. Such approval must occur at least sixty (60) calendar days prior to terminating employment. This reimbursement will be paid prior to July 1.

## **WORK RELATED TRAVEL (Certified / Professional Staff and Support Staff)**

Employees who must travel in conjunction with their jobs shall be eligible for reimbursement for the total allowable amount per mile under the Arizona Department of Administration.

## **TRAVELING TEACHERS (Certified)**

A traveling teacher is defined as a teacher who provides instruction/services at more than one site during their professional day.

- Teachers who use their personal automobile in traveling from school to school shall be reimbursed for all such travel at the rate of the Arizona Department of Administration limit per mile.
- Traveling teachers will have duty at one campus.
- The campus administrators and the traveling teacher will meet by the first (1st) Friday in September to ensure a fair and equitable duty schedule that meets the above criteria.

## **PROFESSIONAL WORK DAY (Certified)**

Teachers will perform all of their contractual obligations.

- Faculty meetings may be scheduled at the principal's discretion but will be held on the same day of the week and during the work day as much as possible to allow staff members to plan their time. When faculty meetings are held prior to the start of the professional work day, teachers may leave at the conclusion of the student day as long as their professional obligations are fulfilled. When faculty meetings extend beyond the end of the professional work day, teachers may leave the following day at the conclusion of the student day as long as their professional obligations are fulfilled. Teachers can be required, at the principal's discretion, to return for a reasonable number of evening activities. On such occasions, teachers may leave their respective campuses at the conclusion of the student day as long as their professional obligations are fulfilled.
- A teacher who believes he/she is being asked to return for an unreasonable number of evening activities may choose to utilize the grievance procedure, as outlined in this document.
- Each teacher shall have a duty-free lunch of at least thirty (30) uninterrupted minutes. When a thirty (30) minute duty-free lunch is not provided, and if the teacher has no other professional obligations, the teacher shall be allowed to leave at the end of the student day.

- The administration shall make every effort to see that adjunct duty responsibilities of teachers are equally shared by all of the teachers at a particular school, and that these responsibilities are scheduled as far in advance as possible so that teachers may plan their instructional preparations activities to accommodate for them.

### **EARLY RELEASE FOR GRADING (Certified)**

All students will be released early on the last day of the first (1st) and third (3rd) grading periods in order to provide teachers time to complete student records and reports to parents. The District recognizes that this release time is to allow teachers to calculate and record student grades. Administrators will not schedule meetings during this release time unless the teacher is not responsible for grades.

The amount of this release time shall not exceed one hundred eighty (180) minutes, and will comply with statutory provisions for the student attendance count to be equivalent to full ADM.

### **PREPARATION / PLANNING TIME (Certified)**

All district teachers shall be allocated time during the students' instructional day for the purposes of preparation and planning.

**Preparation period** shall mean an assigned period set aside for all teachers to be used for professional preparation and planning purposes with prior arrangement, preparation period time can be used for conferencing with parents, students, teachers, and administrators.

The teacher/administrative team supports the principle of teacher empowerment in determining preparation time at each campus. Therefore, all decisions related to this issue at the elementary level will be determined at each campus by a representative committee of teachers and the administration, taking into consideration individual campus needs. An average of thirty (30) minutes per day will be considered when developing these plans. It is understood that the site administrator shall have the final responsibility for setting the schedule.

An elementary teacher may be requested by the building administrator to provide coverage for an absent colleague. The teacher shall be compensated for said coverage at a rate of fourteen dollars (\$14.00) per hour and if said teacher will lose his or her preparation period for that day. Any teacher providing coverage for an absent colleague for whom no substitute is available is eligible to receive a portion of the total compensation that otherwise be paid to a substitute teacher when additional students must be assigned to their class for the day. It may be necessary for the building Administrator to assign an elementary teacher to provide coverage. Any teacher paid out of Federal Title funds is ineligible for any planning time compensation.

All secondary classroom teachers shall be assigned a preparation period within the school day. The preparation period shall be the same length as the normal classroom period. A junior high or high school teacher may be requested by the building administrator to provide coverage for an absent colleague. The teacher shall be compensated for said coverage at a rate of fourteen dollars (\$14.00) per hour and said teacher will lose his or her preparation period for that day. It may be necessary for the building Administrator to assign a secondary teacher to provide coverage. Any teacher paid out of Federal Title funds is ineligible for any planning time compensation.

The District understands the need for individual preparation during the orientation days. To that end, schedules of regular classroom teachers shall include a minimum of two (2) half (1/2) days meeting-free for individual preparation. It is not the intent of this agreement to prevent district level meetings from taking place for special area teachers; (i.e. special education teachers, elementary physical education teachers, ALP teachers, etc.).

When budgetary constraints allow, the District shall allocate to each elementary school the sum of seventy dollars (\$70) per classroom teacher. The school will develop plans using this money to provide a minimum of one (1) 2-hour team planning time per quarter. The plans shall be developed by a team made up of representatives from each grade level, special areas and administration. These plans shall be submitted to the Office of Academic Services for approval on or before October 1.

### **Part Time Teacher / Prep Period Pay Calculations (Certified)**

The District will, in staffing of programs and schools, on occasion find it necessary to employ part-time teachers or request that a teacher give up his/her plan period to provide instruction to students. When this happens, the following formula shall be used to calculate the teacher's salary.

$$\begin{aligned} \text{Teacher salary} \div \text{number of contract days} &= X \\ X \div 8 &= Y \text{ (the rate of pay per hour)} \\ Y \times \text{hours} &= \text{compensation} \end{aligned}$$

### **ON-CALL EMPLOYEES (Support Staff)**

Employees who are directed to be on-call during a weekend or holiday period will earn two (2) hours pay per day regardless if they are called to the site or not.

If the employee is called and has to work on an emergency situation, the employee will be paid one and one-half (1 1/2) times his/her wage either in monetary funds or in compensatory time. The employee and the supervisor will decide the means of compensation.

On-call employees are defined as employees who must remain in the area of their home while on-call so they can be easily contacted and then respond to emergency situations.

Exempt employees who are on-call will only receive the equivalent of four (4) hours of pay at their pay rate.

### **SUPPORT STAFF WORK HOURS**

Support staff who work between a six (6) and eight (8) hour contract day are required to take a thirty (30) minute lunch break outside of the contract hours.

Support staff employees may choose to take an hour lunch break outside of the contract hours, if approved by site administrator.

*Example: If an 8-hour employee chooses a 1-hour lunch break, his/her work day is 9 hours, which includes a 1-hour lunch break.*

The employee must indicate their preference to his/her direct supervisor at the start of each contractual year whether he/she will take a thirty (30) minute or one (1) hour lunch break.

Eight (8), seven (7) and six (6) hour support staff are allowed to take a fifteen (15) minute break during the first half of the shift and a fifteen (15) minute break during the second half of the shift. These breaks may not be combined with the lunch break, or combined at the end of the day in order to leave early. The administrator shall retain the right to determine the employee's work schedule. Four (4) and five (5) hour support staff are allowed one (1) fifteen (15) minute break.

Dual employees will receive breaks at each site, provided they work four (4) or more hours at that site.

The District operates on a four (4) day work week during the summer. An exception to the four (4) day work week may be granted by the Superintendent to specific departments.

### **TIME CLOCKS (Support Staff)**

Gilbert Public Schools has implemented an electronic timekeeping system in order to automate the timekeeping process. All non-exempt employees will use this system.

### **COMPENSATORY TIME (Support Staff)**

The District shall grant compensatory time to non-exempt employees. Exempt employees are not eligible for compensatory time. The work week, for purposes of this policy, shall be Monday through Sunday.

Compensatory time may only be accrued if pre-approved by the supervisor of the employee. Any support staff employee who works beyond their contract day shall receive compensatory time. If the employee works less than 40 hours in a week, compensatory time will be earned at a 1:1 ratio. If the employee worked more than 40 hours in a week, compensatory time will be earned at a 1:1 ½ ratio.

The employee shall have the opportunity to specify dates to take compensatory leave. Compensatory time leave may not be denied unless the employee's absence would adversely affect the operation of the department.

An employee may accumulate only sixty (60) hours of compensatory time, unless the supervisor and the Assistant Superintendent of Talent Management grant prior written approval. Compensatory time is not transferable. An employee must use compensatory time in the position where accrued. Compensatory time accrued during the employee's contractual year must be used before the end of the employee's contractual year. There will be no carry-over of compensatory time from year to year.

It is understood this time off would not be taken when the absence would adversely affect the operation of the department. Compensatory time leave will be determined between the employee and the supervisor. The District shall retain the right to determine if compensatory time is paid by time off or monetarily.

## **INTEREST BASED BARGAINING TEAM (IBBT)**

The purpose of the IBBT is to provide periodic review of the IBBT and related benefits. The IBBT uses data, thoughtful analysis and a consensus decision-making model. The IBBT will meet three times per year prior to January to provide recommendations to the Superintendent.

The IBBT will consist of the following representatives:

- Two elementary teachers
- One junior high teacher
- One high school teacher
- One special area teacher
- One departmental support staff
- One junior high/elementary support staff
- One high school support staff
- One elementary administrator
- One secondary administrator
- The GEA president or designee
- Office of Talent Management administrators
- The GESP president or designee

The GEA President will select the teacher representatives, the GESP President will select the support staff representative, and the Office of Talent Management will select the administrative representatives.

### **Term Limits and Transitions**

IBBT membership shall serve a three year term.

The following transitional schedule will be used to replace members of the IBBT on a three year rotation:

#### **2018-19**

One secondary administrator  
One special area teacher  
One high school teacher

#### **2019-20**

One junior high/elementary support staff  
One department support staff  
One elementary teacher

#### **2020-21**

One high school support staff  
One elementary administrator  
One junior high teacher

The following positions and persons in those positions will remain constant on IBBT:

- The Gilbert Education Association President or Designee
- The GESP President or Designee
- Office of Talent Management administrators

## RELEVANT GOVERNING BOARD POLICIES

GBA	Equal Employment Opportunities
GBEBA	Staff Dress Code
GBJ	Personnel Records and Files
GCBD	Professional Staff Fringe Benefits
GCC	Professional / Support Staff Leaves and Absences
GCCA	Sick Leave
GCCB	Personal / Emergency/ Religious Leave
GCCD	Military / Legal Leave
GCCE	Conferences / Visitations / Workshops
GCCF	Sabbatical Leave
GCCG / GDCG	Professional Voluntary Transfer of Sick Leave
GCFA	Employee Handbook
GCI	Professional Development
GCK	Employee Staff Assignments and Transfers
GCO	Evaluation of Professional Staff Members
GCQC	Resignation of Professional Staff Members
GDBD	Support Staff Fringe Benefits
GDC	Support Staff Leave Absences
GDCH	Bereavement Leave
GDH	Staff Orientation and Training
GDJ	Support Staff Assignments / Transfers
GDO	Evaluation of Support Staff
GDQB	Resignation of Support Staff
GDQC	Retirement of Support Staff
GDQC	Resignation of Professional Staff Members
GPE	Principal Evaluation
GPR	Phased Retirement







**Gilbert Public Schools  
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