

Memorandum of Understanding 2023-2024 This Memorandum of Understanding
is subject to Arizona Statutes and GPS Policies.

If conflicts are identified, those statutes and policies shall govern.

GENERAL GUIDELINES

Intro	duction		
•	Governing Board Core Beliefs	Page	7
•	Interest Based Bargaining Team (IBBT)	Page	8
Empl	oyee Classifications		
•	Administrator	Page	9
•	Certified Staff	Page	9
•	Professional Staff	Page	9
•	Exempt Support Staff	Page	9
•	Hourly Support Staff	Page	9
•	Full Time/Part Time	Page	9
Profe	ssionalism		
•	Dress Code	Page	10
•	Professional Work Day	Page	10
•	Early Release for Grading (Certified)	Page	11
•	Preparation / Planning Time (Certified)	Page	11
Perso	nnel Procedures		
•	Evaluations	Page	12
•	Personnel File	Page	12
Discr	imination		
•	Bullying Awareness	Page	13
•	Genetic Information Discrimination	Page	13
•	Public Notice of Discrimination	Page	13
•	Sexual Harassment	Page	14
Griev	rances		
•	Constructive Discharge	Page	15
•	Guidelines & Procedures	Page	15
Gove	rning Board Policies		
•	Governing Board Policies	Page	17

INDEX

Contracts / Notice of Appointments		
Calendar Development	Page	18
■ Contract Pay Options	Page	18
 Employment Lengths (Administrators, Certified, Professional & Exempt Support Staff) 	Page	18
■ Employment Lengths (Hourly Support Staff)	Page	19
■ Shared Contracts (Certified Staff)	Page	19
Breaking Contracts / Letter of Intent	Page	20
Assignments		
■ Change of Assignments	Page	21
■ Job Openings & Postings	Page	21
■ Transfers	Page	21
♦ Eligibility	Page	21
♦ Leave / Compensatory Time Accruals	Page	22
♦ Disciplinary (Involuntary)	Page	22
♦ Non-Disciplinary (Voluntary)	Page	22
Return to Teacher Status – Administrators only	Page	22
Compensation		
Salary or Hourly Wage Placement	Page	23
♦ Salary Increases - Eligibility	Page	23
♦ Traveling Teachers (Certified)	Page	23
♦ Work-Related Travel (All Classifications)	Page	23
 Professional Duty Pay Outside of Contractual Obligation	Page	23
♦ Additional Professional Duties	Page	23
♦ Pay for Performance (PFP) – Classroom Site Fund	Page	24
Summer / Off Contract Employment	Page	24
■ Hourly Support Staff Timekeeping Protocols	Page	24
♦ Time Clocks	Page	24
♦ Work Hours	Page	24
♦ Straight Time	Page	25
♦ Overtime	Page	25
♦ Compensatory Time	Page	25
♦ On-Call Employees	Page	26

INDEX

Fringe Benefits			
 Benefits Pac 	kages	Page	27
 Leave Types 	s	Page	28
\Diamond	Bereavement	Page	28
\Diamond	Civic Duty	Page	29
\Diamond	Family Medical Leave Act (FMLA)	Page	29
\Diamond	Medical Leave - Not Covered By FMLA	Page	30
\Diamond	Medical Leave (Administrators)	Page	30
\Diamond	Medical Leave (Certified, Professional & Exempt Support Staff) .	Page	31
\Diamond	Medical Leave (Hourly Support Staff)	Page	32
\Diamond	Excessive Use of Paid Time Off or Other Discretionary Paid or		
	Unpaid Leave	Page	35
	Proposition 206	Page	35
	Military Leave	Page	30
\Diamond	Personal Leave	Page	36
\Diamond	Religious Holidays	Page	36
\Diamond	Vacation (Exempt & Hourly Support Staff)	Page	37
\Diamond	Vacation / Flex Time (Administrators Only)	Page	38
\Diamond	Fiscal Year Leave of Absence	Page	38
 Paid Holiday 	ys	Page	39
 Medical Leav 	ve Bank	Page	39
 Leave Buyba 	ack	Page	41
\Diamond	Medical Leave Buy Back	Page	41
\Diamond	Medical Leave Buy Back - Annually (Administrators Only)	Page	42
\Diamond	Personal Leave Buy Back	Page	42
\Diamond	Vacation Buy Back	Page	43
\Diamond	Buyback to Estate / Beneficiary	Page	43
 Professional 	Growth Continuing Education Guidelines	Page	44
\Diamond	Support Staff Incentive Stipend	Page	44
\Diamond	Support Staff Longevity Stipend	Page	44
\Diamond	National Board Certification	Page	44
\Diamond	Post-Secondary Credits	Page	45
\Diamond	Continuing Education & Phased Retirement	Page	45
\Diamond	Required Compliance Training.	Page	45

INDEX

Retirement / Separation of Employment		
■ Phased Retirement Option	Page	46
♦ Employment with a Phased Retirement Vendor	Page	46
♦ Qualifications	Page	46
♦ Application Process	Page	46
♦ Transitioning from GPS to a Phased retirement Employee	Page	46
♦ Insurance Coverage	Page	46
♦ Duties	Page	47
♦ Compensation	Page	47
Re-Employment to the District	Page	48
Re-Employment to the District (Non-Retirees)	Page	48
Re-Employment from Phased Retirement	Page	48
♦ Qualifications	Page	48
♦ Application Process	Page	48
♦ Insurance Coverage	Page	48
♦ Compensation	Page	48
■ Re-Employment to the District After a Break In Service	Page	48
■ Retirees Employed to GPS from Outside the District	Page	49
Reduction in Force (RIF)	Page	49
Re-employment Within 3 Years Following a RIF	Page	49

Gilbert Public Schools Governing Board Core Beliefs and Commitments

The Gilbert Public Schools governing board-superintendent team works to create and align the district's vision, mission, goals, strategic operating plan, policies, and budget. The Superintendent is responsible for maintaining and improving Gilbert Public Schools within a framework of accountability and school-level decision making. The Governing Board govern through the Superintendent to support our students, educational team, families, and community by providing a respectful, trusting and effective environment for improving student achievement and well-being in Gilbert Public Schools.

Our Students

Belief I: We believe in educating the whole child and helping them achieve their learning potential.

Commitment I: We will ensure that students and their growth and dignity are the main focus in our decision-making.

Our Educational Team

Belief II: We believe that our educational team creates the critical difference in student achievement.

Commitment II: We will ensure that our educational team has professional development and resources to prepare each student for lifelong learning and success.

Our Families, Our Community

Belief III: We believe that Gilbert Public Schools partners with our families and our community for the success of every student.

Commitment III: We will build trust with families and community by ensuring open and collaborative decision-making and effective use of resources.

Our School District

Belief IV: We believe that public education is essential to preparing students to contribute to society and that our locally governed school district best fulfills that mission.

Commitment IV: We will lead the district to actively engage our diverse stakeholders and innovate to create the best schools in our community.

Policy: BA

INTEREST BASED BARGAINING TEAM (IBBT)

%Guidelines

The purpose of the IBBT is to provide periodic review of the Memorandum of Understanding (MOU) and related benefits. The IBBT uses data, thoughtful analysis and a consensus decision-making model. The IBBT will meet prior to March 1 of each year to provide recommendations to the Superintendent and the Governing Board.

The IBBT will consist of the following representatives:

- Two elementary teachers (a,b)
- 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
- The GESP president or designee
- Office of Talent Management administrators
- Business Services administrator
- Administrative Services administrator(s)

The GEA President will select two (2) teacher representatives, the GESP President will select the support staff representative, and the Office of Talent Management will select the administrative representatives and two (2) additional teacher representatives.

Term Limits and Transitions

IBBT representatives shall serve three-year terms.

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

2023-2024	2024-2025	2025-2026
One high school support staff	One secondary	One junior high/elementary
	administrator	support staff
One elementary administrator	One special area teacher	One department support staff
One junior high teacher	One high school teacher	One elementary teacher (a)
One elementary teacher (b)		

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
- Business Services administrator
- Administrative Services administrator(s)
- Community Engagement & Strategies Initiatives administrator

EMPLOYEE CLASSIFICATIONS

Employees of GPS fall into one of five (5) categories: Administrator, Certified, Professional, Exempt Support Staff and Hourly Support Staff. When "all employees" are noted, it represents all employee categories indicated above.

% 1. 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. (i.e., Coordinator, Assistant Principal, Dean)

Non-Certified 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. (i.e., Director of Transportation, Director of Maintenance & Operations, Director of Nutrition Services)

2. Certified Staff

Certified Teachers, Counselors, Librarians, Technology Integration Educators (TIEs) & Academic Coaches: any employee holding a certificate by the State of Arizona Department of Education and classified by job type listed above.

3. Professional Staff

Professional Staff: any employee required to be certified/licensed by the State Department of Education or are hired by contract. (i.e., School Psychologists, Social Workers, JROTC Instructors, Speech Language Pathologists, Occupational & Physical Therapists).

34. Exempt Support Staff

Exempt Support Staff Employees: any employee not requiring educational certification but may require a specific licensure as a condition of employment and is paid an annual salary. This classification includes such positions as nurses, accountants, technical professionals, analysts, managers, etc.

5. Hourly Support Staff

Support staff employees: any employee paid at an hourly rate not requiring educational certification as a condition of employment. This classification includes but is not limited to bus drivers, paraprofessionals, food service workers, office staff, custodial staff, etc.

% Full Time / Part Time

Employees of GPS scheduled 40 hours (1.0 FTE) per week are considered full-time. Employees scheduled to work 30 hours (.75 FTE) or more per week are considered fully benefits eligible. Part-time employees are those scheduled to work less than thirty (30) hours per week and have an FTE of less than 0.75.

PROFESSIONALISM

M Dress Code

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.

Professional Work Day

All staff will perform all of their contractual obligations.

≈Certified Staff

- 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 may 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 is encouraged to first address the situation with their administrator and follow the chain of
 command. If the employee does not feel that a resolution has been reached, they may proceed with
 the grievance procedure, as outlined starting on page 15 on 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 activities to accommodate for them.

Early Release for Grading

≫Certified Staff

All students will be released early on the last day of each quarter 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 shall 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 Ensuring that students meet the required instructional time associated with the full ADM (average daily membership).

Preparation & Planning Time

≫Certified Staff

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 each teacher 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.

A teacher may be requested / assigned by the building administrator to provide coverage for an absent colleague. The teacher shall be compensated for said coverage at the Board approved supplemental rate if said teacher will lose his or her preparation period for that day. In the event that a colleague requires class coverage for the entire day and a substitute teacher is not available, the principal may authorize for students to be split into the other remaining classes. In the event that this occurs, the teacher (s) impacted by the increased class size due to the additional students is eligible to receive a portion of the total compensation normally provided to a substitute teacher. (For example, if there are 3 sections of a 2nd grade class and one of the 2nd grade teachers is absent and a substitute is not available, the class will be split across the other 2 sections at the Governing Board approved rate. Each of the remaining two teachers would receive 50% of the Governing Board approved substitute rate.)

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.).

PERSONNEL PROCEDURES

Evaluations

All personnel shall be evaluated using a District developed evaluation instrument, on an annual basis by their administrator or immediate supervisor. The evaluations shall be completed and submitted prior to May 1. Employees not receiving such evaluation may notify the Office of Talent Management. Reference State Guidelines (Policy: GCO)

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 or personnel
 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.

DISCRIMINATION

Bullying Awareness

Bullying will not be tolerated in GPS. If employees believe bullying or other inappropriate behavior is occurring, it is their responsibility to report it to an administrator. Detailed information on specifics in this area and related areas can be obtained by viewing GPS Policies and Regulations JICK, JICK-R, JICL, JICL-R and GBEB.

Genetic Information Discrimination

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

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.

Public Notice of Discrimination

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 480-497-3396.

Sexual Harassment

Sexual harassment is a form of discrimination in employment (i.e. educational setting) that is characterized by 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.

If any individual believes sexual harassment (as currently defined by Gilbert Public Schools (GPS) Policies, regulations, and exhibits: ACA, ACA-R, ACAA, ACAA-R), has occurred, they are encouraged to report it to the GPS Title IX Coordinator:

Dr. Joyce Jacobs, GPS Office of Talent Management Executive Director, Title IX Coordinator 140 S. Gilbert Rd.
Gilbert, AZ 85296

T9reports@gilbertschools.net
480-545-2157

Employees are encouraged to report sexual harassment immediately to their 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).

GRIEVANCES

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 fifteen (15) calendar days after providing written notice before resigning if the employee desires to preserve the right to bring a constructive discharge claim against the employer. An employee may be entitled to a paid or unpaid leave of absence of up to fifteen calendar days while waiting for the employer to respond to the employees' written communication about the employees' working condition.



Guidelines & 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 in 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 or 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
- 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
- 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 be 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 Assistant Superintendent 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.

GOVERNING BOARD POLICIES

Where to find GPS Policies

Governing Board Policies relevant to this document and to Gilbert Public Schools may be found at: ASBA Policy Bridge. Scroll down to Gilbert Un. Sc. District No. 41.

Link: https://policy.azsba.org/asba/Z2Browser2.html?showset=allmanuals

It is the expectation that all employees are responsible for adhering to all Governing Board Policies related to their employment.

CONTRACTS / NOTICE OF APPOINTMENTSs

K 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.

X Contract Pay Options

Cope Counselors, Counselors, Instructional Coaches, Mental Health Counselors, Nurses, Occupational & Physical Therapists, Psychologists, Social Workers, Speech Language Pathologists, and Teachers

Professional staff (listed above) may choose one of the following ways in which receive pay:

- 1. Employees may have their salary spread evenly over the nine months of the school year.
- 2. Employees may opt to receive smaller payments during the year with a balance-of-contract payment at the end of the school year.

Employment Lengths

Administrators, Teachers, Professional and Exempt Support Staff

Exempt Staff (employees paid an annual salary) employees are paid on a fiscal year basis. Each contract is a specific length. The following is a list of the GPS contract lengths:

Administrator & Exempt 12 month long	260 contracted days/13 holidays, 1 non-
	workdays & 246 workdays
Administrator & Exempt 12 month short	260 contracted days/13 holidays, 10 non-
	workdays & 237 workdays
Academic Coordinator	245 contracted days/232 workdays
Assistant Principal	231 contracted days/219 workdays
Dean of Students / TIE	210 contracted days/198 workdays
Psychologists / Speech Pathologists	203 contracted days/191 workdays
Guidance Counselor – High School	202 contracted Days/191 workdays
Guidance Counselor – Jr. High School	198 contracted days/187 workdays
New Nurse	198 contracted days/187 workdays
Nurse	196 contracted days/185 workdays
Occupational / Physical Therapist	196 contracted days/185 workdays
New Teacher / Social Worker / ED Program &	198 contracted days/187 workdays
Mental Health Counselor	, , , , , , , , , , , , , , , , , , ,
Teacher / Social Worker / ED Program & Mental	195 contracted days/184 workdays
Health Counselor	
GPS Pathway to Certification	211 contracted days/199 workdays

≈12 Month Exempt Employees - Only

For purposes of calculating a daily rate, 12 Month Exempt employees hired on or before June 30, 2020, the denominator shall be 246 for 12 Month Long employees and 237 for 12 Month Short employees.

For purposes of calculating a daily rate, 12 Month Exempt employees hired on or after July 1, 2020, the denominator shall be 260.

Employment Lengths (cont.)

≫Support Staff

Hourly Support Staff employees are paid on an hourly rate. Each contract is a specific length. The following is a list of the GPS contract lengths:

12 month long	260 statement of employment days/13 holidays, 1 non-workdays
	& 246 workdays
12 month short	260 statement of employment days/13 holidays, 13 non-workdays
	& 234 workdays
11 month	227 statement of employment days/215 workdays
10.5 month	215 statement of employment days /203 workdays
10 month	210 statement of employment days/ 198 workdays
9.5 month / Health Assistant	196 statement of employment days/185 workdays
9 month	192 statement of employment days/181 workdays
Jr. High Registration Coordinator	191 statement of employment /181 workdays
Nutrition Service Worker - Secondary	188 statement of employment /177 workdays
Community Ed - 9 month	213 statement of employment days/201+ workdays

Full-time employees receive paid holidays (see page 32 for details). Workdays do not include holidays but the holidays are paid days in accordance with their work calendar. For further clarification, please refer to the work calendars in the Employee Information Hub on the Talent Management page.

Shared Contracts

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, PLCs, 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 pay increases 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

Certified employees 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.

Breaking Contract/Letter of Intent

Administrators, Teachers, Professional, Exempt Support Staff and Hourly Employees (on Support Staff Contracts)

Contracts are an agreement for work to be completed for a specific amount of time. Employees who breach their signed letter of intent or contract are subject to liquidated damages as outlined in said document.

Additionally, a certificated employee may be reported to the Arizona Department of Education for breach of contract.

ASSIGNMENTS

Change of Assignments

Assignments 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.

Job Openings & Postings

Administrators, Certified, Professional and Exempt Support Staff:

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

➢Hourly 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 for a minimum of 3 calendar days, unless under emergency situations and/or extraordinary circumstances approved by the Superintendent. Approved vacancies will be posted on the District's website at www.gilbertschools.net.

- 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.
- 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.
- 3. 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.

X Transfers

♦ Eligibility

Hourly Support Staff

An employee must successfully complete forty-five (45) workdays. Once a transfer has been approved, the employee will give the current supervisor a fifteen (15) workday notice before moving to the new position unless approved by their Supervisor and the Office of Talent Management.

♦ Leave / Compensatory Time Accruals

> Hourly Support Staff

When an employee transfers from a position that earns accruals to a position that does not earn accruals, the time earned may not transfer with them. Medical leave will be paid out at the rates below.

Accumulated Medical Days	Rate Per Eight (8) Hours
0 - 49	\$24.50
50 - 74	\$27.50
75 - 99	\$36.50
100 - 149	\$47.50
150 +	\$65.50

Vacation and personal leave will be exhausted prior to the transfer unless prior approval has been granted by a Cabinet member.

Compensatory time does not transfer site to site. Compensatory time must be used at the site where earned or paid out with original site funds upon transfer.

♦ Disciplinary (Involuntary)

➢Hourly Support Staff

When a transfer is made for disciplinary actions resulting in a demotion, the employee will be compensated at his/her present salary for the remainder of the current year and will be subject to a sixty (60) workday probationary period. In the subsequent year, the employee will be placed at the rate of pay of the position.

♦ Non-Disciplinary (Voluntary)

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 Office 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.

♦ Return to Teacher Status

→ Administrators only

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.

COMPENSATION



Salary or Hourly Wage Placement

Setting Salary for new employees

All employees new to the District shall receive credit on the range/grade based on years of experience.

Setting Salary for in-district promoted employees

- Staff promoted within the District shall be placed in the category in the range/grade that provides them a minimum of a two (2) percent increase.
- Staff transferred to a "like" job shall receive a minimum of the same base salary.
- The Superintendent shall retain the right to determine placement on the salary/hourly range 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 Increases - Eligibility

Salary increases may occur each year based upon fiscal conditions, District goals and Board approval.

For any person on a District improvement plan, the raise granted by the Governing Board will not be instituted until the employee is reevaluated and has met standards. The raise will be retroactive to the beginning of their contract.

♦ Traveling Teachers

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.

♦ Work Related Travel

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.

X Professional Duty Pay Outside Of Contractual Obligation

♦ Additional Professional Duties

≫Certified

Additional professional duties are 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 rewriting 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 Board approved supplemental pay rate. Projects may include development of curriculum maps, lesson plans, or similar resources.

♦ Pay for Performance (PFP) – Classroom Site Fund

➢Certified and Professional Staff

Overview

The District's Pay for Performance Program supports the District's belief that growth is perpetual and the creation of a learner-centered culture is essential for success.

Details related to the PFP Program are proposed and ratified annually by a minimum of 70% of all eligible teachers and professional employees. That ratified document is available for review on the Employee Hub – Professional Growth page.

Leave of Absence (including FMLA) and PFP Stipends

If a bonus or other payment (like PFP) is based on the achievement of a specified goal or evaluation criteria, the payment may be denied.

♦ 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.

Mourly Support Staff Timekeeping Protocols

♦ Time Clocks

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

♦ Work Hours

Hourly 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.

Hourly 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.

♦ Straight Time

Employees working outside of their weekly schedule, but less than 40 hours are eligible to receive straight time with preapproval from their supervisor. Straight time can be awarded by their hourly rate of pay or by accruing compensatory time. Compensatory time can be viewed in the District time-keeping system.

♦ Overtime

With pre-approval from their supervisor, employees working more than 40 hours in their primary or "like" position(s) are eligible to receive overtime. Overtime may be awarded by their hourly rate of pay at time and a half or by accruing compensatory time at the rate of time and a half. Compensatory time can be viewed in the District time-keeping system.

For any job that is considered "voluntary", such as events outside of the employee's normal or "like" job, the employee signs a voluntary agreement. Overtime is not granted in such jobs.

All employees are encouraged to use all compensatory time prior to the end of contract or notice of appointment. Any remaining compensatory time shall be paid out prior to July 15.

♦ Compensatory Time

Compensatory time is paid time off which is earned and accrued by an employee in lieu of immediate cash payment for hours worked as defined in section 7 of the FLSA. The District maximum amount of compensatory time an employee may carry at any time is sixty (60) hours. Remember that compensatory time is accrued in the timekeeping system (TCP) based on both straight time earned over contracted weekly hours up to 40 and time accrued at 1.5 times for all hours in excess of 40/wk.

Any time in excess of the 60-hour maximum cannot be considered compensatory time; instead, the time over the maximum must be paid in the pay period in which it was earned. Any exception to the sixty (60) hours maximum balance carried must have written approval from the supervisor and a cabinet level administrator and is not to exceed the FLSA maximum at any time.

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. Any compensatory time left over at contract end will be paid out in the next pay date.

All compensatory time is paid from the site funds or department of the employee. Exceptions for groups of employees may be presented to Cabinet yearly. Compensatory time leave must be approved by the supervisor and cannot be taken when the absence would adversely affect the operation of the site/department. Compensatory time shall be paid off monetarily from the rate of pay from which it was earned.

♦ On-Call Employees

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.

Employees who are directed to be on-call during a weekend or holiday period shall earn two (2) hours pay per day, at their hourly rate 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 shall be paid a minimum of two hours' overtime either in monetary funds or in compensatory time. The employee and the supervisor shall decide the means of compensation.

FRINGE BENFITS

Benefits Packages

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 six (6) or more hours per day, or a minimum of 75% of the work week, on a consistent basis as outlined in the employment contract.

Starting date for benefits for new or newly eligible employees will be the 1st of the upcoming month after completing 30 (thirty) calendar days of employment.

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 (1x annual salary up to \$50,000) provided to benefit eligible employees at
- Basic Administrative Life insurance (2x annual salary up to \$300,000 plus an additional \$50,000) provided to administrators at no cost.
- 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 2/3% available to benefit eligible employees

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

- Flexible Spending Account (FSA) pre-tax benefit for health care and/or dependent care
- Trust Choice Dental Plan additional cost to employee
- Voluntary Short Term Disability pays for work days missed due to a short term disability starting on day fifteen (15) through day ninety (90) at a rate of 66 3/3%
- Voluntary Life Insurance the opportunity to purchase additional life insurance
- Voluntary Legal Insurance Access to professional attorneys that can advise on most legal matters

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	888-252-4689

* Leave Types

In the event that an employee is not working their scheduled hours, the employee must be on an identified leave plan (i.e. medical, personal, vacation, etc.). In the event an employee is not working their scheduled hours, their benefits status may be impacted. Up to two (2) hours of unpaid leave may be granted with approval from their supervisor after all applicable leave accruals are exhausted. Unpaid leave in excess of two (2) hours must be approved by a cabinet member.

A benefited employee shall work a minimum of thirty hours to avoid an interruption in benefits.

To maintain the learning environment, Certified Staff requiring substitutes may only request medical and personal leave in full day or half day increments.

Paid time off (PTO) includes any leave accrued such as Medical, Personal, Vacation, or Compensatory time.

Corrections and/or adjustments for any accrued leave time are only allowed up to twelve (12) months in arrears.

♦ 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, children, adopted children, parents of the employee, mother in-law, father in-law, brother, sister, grandparents and grandchildren or any other relatives who have been dependent on the employee for care or other as approved by the Assistant Superintendent of Talent Management or designee.

If additional time is needed or more than four (4) days, the employee may use personal, vacation or medical leave for an immediate family member.

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

If an employee requires more than five (5) days for bereavement, refer to the Family Medical Leave Act (FMLA) section below.

♦ Civic Duty

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.

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 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 employee unable to perform their job

Eligible employees are those who have been employed by the district for a cumulative total of twelve (12) months and who have completed at least 1,250 hours of service in the twelve (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 or voluntary short term disability 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, personal leave, and compensatory time during the FMLA leave.

Employees request FMLA leave 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. The immediate supervisor will create an LOA ePAR on behalf of the employee. Once received, the Benefits Department will email the required medical documents to the employee.

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.

FMLA may only be used for the absence for which it is intended and approved for. Those participating in leisure activities (i.e. vacations, getaways, etc.) or found to be abusing the FMLA leave may have their leave approval reviewed or revoked and may face disciplinary action.

Corrections and/or adjustments for any accrued leave time are only allowed up to twelve (12) months in arrears.

♦ Medical Leave – Not Covered Under FMLA

Medical leave, without pay, may be granted to an employee who does not qualify for FMLA upon the recommendation of an Office of Talent Management Assistant Superintendent, or designee for a period not longer than eight (8) weeks. Employees may use this for qualified family members, as defined under medical leave. A statement from the family physician is required before such leave may be granted.

Employees absent for more than six (6) consecutive workdays shall provide the District with completed Leave of Absence documents including a Return to Work form and/or a physician's release. The employee may not return to work if the completed Leave of Absence Documents are not received. Once the documents are received, the District will determine when the employee is cleared to return.

♦ Medical Leave

Employees working 30 or more hours a week who are benefit eligible shall accrue medical leave days at the rates below. Medical leave is earned and credited to an employee on a per pay period basis prorated by the employee's full time equivalent (FTE) and work calendar.

Administrators

Administrators^{1,2}

Administrators								
Leave Accrued by Work Calendar	Type of Leave	Annual Total	How Accrued	# of Pay Periods	Per Pay Accrual (1.0 FTE)	Pay Period		
Administrator - 12 Long		15	DAYS	26	0.577	PP 1-26		
Administrator - 12 Short	MEDICAL	15	DAYS	26	0.577	PP 1-26		
Academic Coordinator	WIEDICAL	15	DAYS	26	0.577	PP 1-26		
Assistant Principal (JH & Elem)		14	DAYS	25	0.560	PP 2-26		
Dean		13	DAYS	24	0.542	PP 2-25		
Admin Personal Days	PERSONAL	3	DAYS	1	3.000	PP 1		

¹All accrual rates are prorated by each employee's full time equivalent (FTE) and work calendar.

²All accruals are earned per pay, up to the maximum allowed annually.

Certified, Professional & Exempt Support Staff

Certified & Professional Staff 1,2 - Hired on or before June 30, 2017

Benefit eligible employees must have five (5) or more current consecutive years of service.

Any certified or professional staff regardless of benefits eligibility shall accrue medical leave prorated by their FTE.

	Leave Accruals for Employees Hired on or before June 30, 2017							
I.	Certified & Professional Staff							
	Description	Type of Leave	Years of Service	Annual Total	How Accrued	# of Pay Periods	Per Pay Accrual (1.0 FTE)	Pay Period
			6-10	8	DAYS	23	0.348	PP 2-24
	Certified & Professional- Medical Leave Accruals earned in days	MEDICAL	11-15	9	DAYS	23	0.391	PP 2-24
		IVIEDICAL	16-20	10	DAYS	23	0.435	PP 2-24
			21+	11	DAYS	23	0.478	PP 2-24
	Certified/Professional Personal Days	PERSONAL		3	DAYS	1	3.000	PP 2

All accrual rates are prorated by each employee's full time equivalent (FTE) and work calendar.

Exempt Support Staff 1,2 - Hired on or before June 30, 2017

Benefit eligible employees must have five (5) or more current consecutive years of service.

II.	Leave Accruals for Employees Hired on or before June 30, 2017							
		EXEMPT SU	JPPORT S	TAFF				
	Description	Type of Leave	Years of Service	Annual Total	How Accrued	# of Pay Periods	Per Pay Accrual (1.0 FTE)	Pay Period
	Exempt Medical Leave		6-10	10	DAYS	26	0.385	PP 1-26
	12 Month Long / 12 Month Short		11-15	11	DAYS	26	0.423	PP 1-26
	Accruals earned in days		16-20	12	DAYS	26	0.462	PP 1-26
			21+	13	DAYS	26	0.500	PP 1-26
	Exempt Support Personal	PERSONAL		3	DAYS	1	3.000	PP 1

All accrual rates are prorated by each employee's full time equivalent (FTE) and work calendar.

Certified, Professional & Exempt Support Staff 1,2 - Hired on or after July 1, 2017

Anyone with less than five (5) years of service, hired on or after July 1, 2017 will be placed on the chart below; Certified, Professional, & Exempt Support Staff (chart III.).

	Leave Accruals for Employees Hired on or After July 1, 2017										
III.	Certified, Professional, & Exempt Support Staff										
	Description	Type of Leave	Years of Service	Annual Total	How Accrued	# of Pay Periods	Per Pay Accrual (1.0 FTE)	Pay Period			
	Certified & Professional - Medical Leave	MEDICAL	0-5	7	DAYS	23	0.304	PP 2-24			
	Certified & Froressional - Medical Leave	WILDICAL	6+	8	DAYS	23	0.348	PP 2-24			
	Evernt Support Medical Leave	MEDICAL	0-5	9	DAYS	26	0.346	PP 1-26			
	Exempt Support - Medical Leave	IVIEDICAL	6+	10	DAYS	26	0.385	PP 1-26			
	Certified/Professional & Exempt Support Staff Personal Days	PERSONAL		3	DAYS	1	3.000	PP 3			

¹All accrual rates are prorated by each employee's full time equivalent (FTE) and work calendar.

²All accruals are earned per pay, up to the maximum allowed annually.

²All accruals are earned per pay, up to the maximum allowed annually.

²All accruals are earned per pay, up to the maximum allowed annually.

Hourly Support Staff

Hourly Support Staff 1,2 - Hired on or before June 30, 2017

Benefit eligible employees must have five (5) or more current consecutive years of service.

Leave Accrua	Leave Accruals for Employees Hired on or before June 30, 2017									
HOURLY SUPPORT STAFF										
Description	Type of Leave	Years of Service	Annual Total Days	Annual Accrual Totals	How Accrued	# of Pay Periods	Per Pay Accrual (1.0 FTE)	Pay Period		
		6-10	10.2	81.60	HOURS	26	3.138	PP 1-26		
Support Staff 12 Month Medical Leave		11-15	11.4	91.20	HOURS	26	3.508	PP 1-26		
Accruals earned in hours		16-20	12.6	100.80	HOURS	26	3.877	PP 1-26		
		21+	13.8	110.40	HOURS	26	4.246	PP 1-26		
Support Staff 12 Month Personal Days	PERSONAL		3		HOURS	1	24.000	PP 1		

All accrual rates are prorated by each employee's full time equivalent (FTE) and work calendar.

Leave Accrual	Leave Accruals for Employees Hired on or before June 30, 2017										
HOURLY SUPPORT STAFF											
Description	Type of Leave	Years of Service	Annual Total Days	Annual Accrual Totals	How Accrued	# of Pay Periods	Per Pay Accrual (1.0 FTE)	Pay Period			
		6-10	9.1	72.80	HOURS	25	2.912	PP 2-26			
Support Staff 11 Month Medical Leave		11-15	10.2	81.60	HOURS	25	3.264	PP 2-26			
Accruals earned in hours		16-20	11.3	90.40	HOURS	25	3.616	PP 2-26			
		21+	12.4	99.20	HOURS	25	3.968	PP 2-26			
Support Staff Personal Days	PERSONAL		3	24	HOURS	1	24.000	PP 2			

¹All accrual rates are prorated by each employee's full time equivalent (FTE) and work calendar.

²All accruals are earned per pay, up to the maximum allowed annually.

Leave Accruals	Leave Accruals for Employees Hired on or before June 30, 2017									
HOURLY SUPPORT STAFF										
Description	Type of Leave	Years of Service	Annual Total Days	Annual Accrual Totals	How Accrued	# of Pay Periods	Per Pay Accrual (1.0 FTE)	Pay Period		
		6-10	8.55	68.4	HOURS	24	2.850	PP 2-25		
Support Staff 10.5 Month Medical Leave		11-15	9.6	76.8	HOURS	24	3.200	PP 2-25		
Accruals earned in hours		16-20	10.65	85.2	HOURS	24	3.550	PP 2-25		
		21+	11.7	93.6	HOURS	24	3.900	PP 2-25		
Support Staff Personal Days	PERSONAL		3	24	HOURS	1	24.000	PP 2		

¹All accrual rates are prorated by each employee's full time equivalent (FTE) and work calendar.

²All accruals are earned per pay, up to the maximum allowed annually.

 $^{^{2}}All$ accruals are earned per pay, up to the maximum allowed annually.

Hourly Support Staff (cont.)

Hourly Support Staff 1,2 - Hired on or before June 30, 2017

Benefit eligible employees must have five (5) or more current consecutive years of service.

Leave Accrual:	Leave Accruals for Employees Hired on or before June 30, 2017									
HOURLY SUPPORT STAFF										
Description	Type of Leave	Years of Service	Annual Total Days	Annual Accrual Totals	How Accrued	# of Pay Periods	Per Pay Accrual (1.0 FTE)	Pay Period		
		6-10	8	64.0	HOURS	24	2.667	PP 2-25		
Support Staff 10 Month Medical Leave		11-15	9	72.0	HOURS	24	3.000	PP 2-25		
Accruals earned in hours		16-20	10	80.0	HOURS	24	3.333	PP 2-25		
		21+	11	88.0	HOURS	24	3.667	PP 2-25		
Support Staff Personal Days	PERSONAL		3	24	HOURS	1	24.000	PP 2		

¹All accrual rates are prorated by each employee's full time equivalent (FTE) and work calendar.

²All accruals are earned per pay, up to the maximum allowed annually.

Leave Accruals for Employees Hired on or before June 30, 2017										
	HOURLY SUPPORT STAFF									
Description	Type of Leave	Years of Service	Annual Total Days	Annual Accrual Totals	How Accrued	# of Pay Periods	Per Pay Accrual (1.0 FTE)	Pay Period		
		6-10	7.45	59.6	HOURS	23	2.591	PP 2-24		
Support Staff 9.5 Month Medical Leave		11-15	8.4	67.2	HOURS	23	2.922	PP 2-24		
Accruals earned in hours		16-20	9.35	74.8	HOURS	23	3.252	PP 2-24		
		21+	10.3	82.4	HOURS	23	3.583	PP 2-24		
Support Staff Personal Days	PERSONAL		3	24	HOURS	1	24.000	PP 2		

¹All accrual rates are prorated by each employee's full time equivalent (FTE) and work calendar.

²All accruals are earned per pay, up to the maximum allowed annually.

Leave Accrual	Leave Accruals for Employees Hired on or before June 30, 2017										
HOURLY SUPPORT STAFF											
Description	Type of Leave	Years of Service	Annual Total Days	Annual Accrual Totals	How Accrued	# of Pay Periods	Per Pay Accrual (1.0 FTE)	Pay Period			
		6-10	6.9	55.2	HOURS	22	2.509	PP 3-24			
Support Staff 9 Month Medical Leave		11-15	7.8	62.4	HOURS	22	2.836	PP 3-24			
Accruals earned in hours		16-20	8.7	69.6	HOURS	22	3.164	PP 3-24			
		21+	9.6	76.8	HOURS	22	3.491	PP 3-24			
Support Staff Personal Days	PERSONAL		3	24	HOURS	1	24.000	PP 3			

¹All accrual rates are prorated by each employee's full time equivalent (FTE) and work calendar.

²All accruals are earned per pay, up to the maximum allowed annually.

Hourly Support Staff (cont.)

Hourly Support Staff 1,2 - Hired on or after July 1, 2017

Anyone with less than five (5) years of service, hired on or after July 1, 2017 will be placed on the chart below; Hourly Support Staff (**chart IV**).

Leave Accru	Leave Accruals for Employees Hired on or After July 1, 2017									
HOURLY SUPPORT STAFF										
Description	Type of Leave	Years of Service	Annual Total Days	Annual Accrual Totals	How Accrued	# of Pay Periods	Per Pay Accrual (1.0 FTE)	Pay Period		
Support Staff 12 Month Modical Loave	MEDICAL	0-5	9	72	HOURS	26	2.769	PP 1-26		
Support Staff 12 Month Medical Leave	MEDICAL	6+	10	80	HOURS	26	3.077	PP 1-26		
Current Stoff 11 Month Medical Leave	MEDICAL	0-5	8	64	HOURS	25	2.560	PP 2-26		
Support Staff 11 Month Medical Leave		6+	9	72	HOURS	25	2.880	PP 2-26		
Support Staff 10.5 Month Medical Leave	MEDICAL	0-5	7.5	60	HOURS	24	2.500	PP 2-25		
Support Staff 10.5 Month Medical Leave	IVIEDICAL	6+	8.5	68	HOURS	24	2.833	PP 2-25		
Support Staff 10 Month Medical Leave	MEDICAL	0-5	7	56	HOURS	24	2.333	PP 2-25		
Support Staff 10 Worth Medical Leave	WILDICAL	6+	8	64	HOURS	24	2.667	PP 2-25		
Support Staff 9.5 Month Medical Leave	MEDICAL	0-5	6.5	52	HOURS	23	2.261	PP 2-24		
Support Start 9.5 Month Medical Leave	IVIEDICAL	6+	7.5	60	HOURS	23	2.609	PP 2-24		
Support Staff 9 Month Medical Leave	MEDICAL	0-5	6	48	HOURS	22	2.182	PP 3-24		
Support Starr 9 Month Medical Leave	IVILDICAL	6+	7	56	HOURS	22	2.545	PP 3-24		
Support Staff All - Personal Days	PERSONAL		3	24	HOURS	1	24.000	1st PP		

¹All accrual rates are prorated by each employee's full time equivalent (FTE) and work calendar.

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
- Parent: The parent of a newborn or adopted 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.
- Attend to an illness of a family member: A family member refers to a spouse, children, adopted children, parents of the employee, mother in-law, father in-law, brother, sister, grandparents and grandchildren or any other relatives who have been dependent on the employee for care or other as approved by the Office of Talent Management or designee.
- Bereavement: see page 28.

Accrued personal days may be used for medical leave.

²All accruals are paid per pay, up to the maximum allowed annually.

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 rolled over to the subsequent year.

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.

♦ Excessive Use of Paid Time Off or Other Discretionary Paid or Unpaid Leave

When employees are frequently absent from work, it takes a toll on the quality of District services and morale. Therefore, the District expects Employees to be responsible in requesting and utilizing PTO or other discretionary paid or unpaid leave.

Employees are expected to understand their obligations and strictly adhere to requirements relating to PTO or other discretionary paid or unpaid leave, including:

- Policy GBEB, "Staff Conduct/Ethics" which defines misconduct to include:
 - Absences from work without authorization, excessive absences from work, failure to report following an authorized leave;
 - Act or omissions that adversely affect the District, its employees or students, including when an employee refuses or fails to perform assigned duties.
- Policy GCCC, "Professional / Support Staff Leaves and Absences (Absent without Leave) which outlines when an employee shall be deemed "absent without leave".
- Policy GCCB, "Professional / Support Staff Personnel / Emergency / Religious Leave" which includes the process for requesting these discretionary leaves and limitations on the same.

Employees who fail or refuse to adhere to the District's expectations regarding PTO or other discretionary leave (i.e. leave that is not required to be provided by federal or state laws) may be subject to discipline or other lawful consequences (which may include docking of pay).

♦ Proposition 206

With the passage of Proposition 206, part time employees working less than 30 hours a week earn one (1) hour of medical leave per every thirty (30) hours worked.

Employees are eligible to accrue and use a maximum of 40 hours per fiscal year. A maximum of 40 hours may be rolled over to the subsequent fiscal year, but only 40 hours may be used in that subsequent fiscal year.

Hourly support staff moving to a benefit eligible position will roll up to a maximum of 40 hours into a new benefits eligible position.

Prop 206 – Sick leave may be used for but not limited to the following, click LINK for full list:

- Medical care or mental or physical illness, injury, or health conditions.
- Circumstances relating to public health emergency or communicable disease exposure.
- Absence due to domestic violence, sexual violence, abuse, or stalking.

♦ 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 employee 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.

♦ Personal Leave

Guidelines for Personal Leave:

- Each employee shall be granted three (3) days of personal leave per year front-loaded at the beginning of their work calendar, according to their full time equivalent (FTE).
- If an employee has one (1) or more personal leave days remaining on June 30, one (1) day will roll into their personal leave bank for the upcoming year. Any remaining personal leave days will roll over on July 1 to medical leave at a rate of 1:1.
- Personal days will not exceed four (4) at any time.
- For employees hired after January 1, personal leave is prorated.
- All personal leave (non-holiday/intersession period) must be requested from the site administrator or supervisor a minimum of three (3) working days before the date of the personal leave requested.

Personal leave will not be granted during the following periods:

- On the day immediately preceding or following a holiday/ intersession period unless extenuating circumstances exist. A leave request form to use personal leave the day before or after a holiday/intersession period must be approved by the site administrator or supervisor and submitted to the District Office at least ten (10) working days before the date of the personal leave requested.
- During the first two (2) weeks of school or the last two (2) weeks of school.

Classification	Days / Hours Annually
Administrators, Certified, Professional, and Exempt	3 Days prorated by FTE
Support Staff	
Hourly Support Staff	24 Hours prorated by FTE

♦ Religious Holidays

Staff will be required to use available accrued time for any religious holiday not already established as a designated holiday with advance notice to your immediate supervisor.

♦ <u>Vacation</u>

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

Exempt Support Staff*

Accruals earned in days.

	12 Month Long	12 Month Short
	Days Annually**	Days Annually**
0 - 5 Years Completed	12	11.5
6 - 12 Years Completed	16.5	16
13 + Years Completed	21	20

^{*}All accrual rates are prorated by the employees' full time equivalent (FTE).

Hourly Support Staff*

Accruals earned in hours.

	12 Month Long Hours Annually**	12 Month Short Hours Annually**
0 - 5 Years Completed	96	91.2
6 - 12 Years Completed	132	125.4
13 + Years Completed	168	159.6

^{*}All accrual rates are prorated by the employees' full time equivalent (FTE).

Vacation hours may be carried forward from fiscal year to fiscal year. These hours shall not exceed 21 days/168 hours (maximum days/hours). Hours shall be determined as of the end of the last pay period of each fiscal year. All unused vacation in excess of 21 Days/168 hours, for full-time twelve (12) month employees will rollover on July 1 to medical days.

When an existing full-time (9, 10, or 11 month) employee, becomes a full-time twelve (12) month employee, all his/her years 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. 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 may 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 hours. Such approval must occur at least sixty (60) calendar days prior to terminating employment. This reimbursement will be paid no later than sixty working days after the employee's last day worked.

If employee leaves before six months of employment, all vacation hours accrued will revert to zero.

^{**} All accruals are earned per pay, up to the maximum allowed annually.

^{**} All accruals are earned per pay, up to the maximum allowed annually.

♦ Vacation / Flex Time

≫Administrators

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 thirty (30) days will roll over on July 1 to medical days.

With written approval of the employee's Cabinet leader, an employee may use up to ten (10) days in advance of earning these accruals.

Administrators may 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 days. This reimbursement will be paid no more than sixty (60) days after separation. Vacation requests should be submitted, except in unusual circumstances, to the administrator's supervisor at least one week in advance.

Corrections and/or adjustments for any accrued leave time are only allowed up to twelve (12) months in arrears.

% Fiscal Year Leave of Absence

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) fiscal school year (July 1-June 30) and may not be carried between two fiscal years for medical reasons. This would also include leave to care for an ill spouse, son, daughter, or parent. In the case of an illness an accompanying statement from the employee's physician (M.D. or D.O.) is required before such leave is granted

Notification of intention to resume employment, after a leave, must be submitted to the Assistant Superintendent of Talent Management or his/her designee on or before March 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.

Any certified or professional staff employee granted a long term leave, may request on or before March 1 from the Assistant Superintendent of Talent Management or their designee to be placed in a position. The employee shall be re-employed in a comparable position and shall receive the same base pay and accrual rate they received at the time the leave was granted from the District, but may not necessarily be placed at the same location.

Any exempt or hourly support staff employee granted a long term leave, may request on or before March 1 from the Assistant Superintendent of Talent Management or their designee to be placed in a position. The employee shall be re-employed in a comparable position and shall receive the same rate of pay and accrual rate they received at the time the leave was granted from the District, but may not necessarily be placed at the same location. If a comparable position is not available, then the employee may be placed in a position and the rate of pay may be determined by current hiring practices.

After the one (1) fiscal year of long term leave, if the employee is unable to fulfill their job responsibilities, the District reserves the right to separate employment.

Placements for employees returning to GPS from a long term leave will be placed according to the needs of the District.

Paid Holidays

Any employee who has an FTE of 30 or more hours a week (benefit eligible) shall receive paid holidays, which fall within their work calendar scheduled days according to the following:

12 Month Employee	Thirteen (13) Days
10 / 10.5 / 11 Month Employee	Twelve (12) Days - excludes Independence Day
9 Month Employee	Eleven (11) Days - excludes Independence Day and Memorial
	Day
JH Registration Coordinators	Ten (10) Days - excludes Veteran's Day, Thanksgiving Day
	and Day after Thanksgiving

Paid holidays that shall be observed:		
Independence Day	New Year's Eve	
Labor Day	New Year's Day	
Veteran's Day	Martin Luther King Day	
Thanksgiving Day	President's 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.

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. 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 up to twenty (20) 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 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, compensatory time 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, available through Arizona State Retirement System (ASRS)
- 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, mother in-law, father in-law, brother, sister, grandparents and grandchildren or any other relatives who have been dependent on the employee for care or other as approved by the Executive Director of Talent Management or designee.

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 caregiving 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.

X Leave Buyback

Employees terminated from their position are not eligible for buyback.

♦ Medical Leave Buyback

The District shall buy back accumulated medical leave from employees who meet specified guidelines, no later than sixty (60) days from separation of employment under the following criteria:

Retirement / Resignation

Employees wishing to avail themselves of this benefit, must:

- have five (5) years of consecutive service from the most recent date of hire to the District
- have a minimum of twenty-five (25) medical days or 200 hours accumulated
- complete the current contractual year in GPS
- submit an irrevocable letter of retirement/resignation to their Supervisor and OTM 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 the first Friday following winter break, the employee may appeal to the Superintendent or Designee.

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

Buyback rates are as follows:

Administrators	
Accumulated Medical	Per Day Rate
Days	
0 - 24	not eligible
25- 49	\$36.50
50 - 74	\$43.50
75 - 99	\$58.50
100 - 149	\$81.50
150 or more	\$94.50

Certified, Professional and Exempt Support Staff	
Accumulated Medical	Per Day Rate
Days	
0 - 24	not eligible
25- 49	\$26.50
50 - 74	\$31.50
75 - 99	\$42.50
100 - 149	\$58.50
150 or more	\$77.50

Hourly Support Staff (Non-probation)	
All buyback for support staff is calculated on	
an 8-hour day.	
Accumulated Medical	Per Day Rate
Days	
0 - 24	not eligible
25- 49	\$24.50
50 - 74	\$27.50
75 - 99	\$36.50
100 - 149	\$47.50
150 or more	\$65.50

*Buyback Calculations for 12 Month Exempt Employees - Only

For purposes of calculating a daily rate, 12 Month Exempt employees hired on or before June 30, 2020, the denominator shall be 246 for 12 month long employees and 237 for 12 month short employees.

For purposes of calculating a daily rate, 12 Month Exempt employees hired on or after July 1, 2020, the denominator shall be 260.

Special Pay 403(b) Plan Mandatory Participation

The District has a mandatory Special Pay 403(b) 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 buyback money in excess of \$2,000.00. A non-elective contribution will be made into a 403(b) on the employee's benefit up to the maximum amount allowed by the Internal Revenue Service (IRS) in the current calendar year. This special pay will be funded by the District to the special pay plan no later than 60 days after separation of employment.

The purpose of implementing a special pay plan is 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 and complete all the necessary steps and directions as outlined by the Office of Talent Management.

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.

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

♦ Medical Leave Buyback- Annually

≫Administrators only

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 at a rate of \$94.50/day, per year. Administrators choosing this option must notify the Office of Talent Management, in writing.

♦ Personal Leave Buyback

In order to qualify for personal leave buyback, employees must:

- have five (5) years of continuous service from the most recent date of hire to the District
- complete their current contractual year in GPS
- have a minimum of twenty-five (25) medical days/200 hours accumulated
- submit an irrevocable letter of retirement/resignation to their Supervisor on or before the first Friday following winter break.

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

Accrued personal leave will be bought back at the employee's daily rate and calculated on an eight (8) hour day. Employees desiring to apply must notify Talent Management by the first Friday following Winter Break of the year of their separation of employment.

Upon separation, buyback is limited to a maximum of 2 personal days with the exception of those banked personal leave days which were accrued prior to July 1, 2003. Any days in excess of 2 will be paid at the medical buyback rate.

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

*Buyback Calculations for 12 Month Exempt Employees - Only

For purposes of calculating a daily rate, 12 Month Exempt employees hired on or before June 30, 2020, the denominator shall be 246 for 12 month long employees and 237 for 12 month short employees.

For purposes of calculating a daily rate, 12 Month Exempt employees hired on or after July 1, 2020, the denominator shall be 260.

♦ Vacation Buyback

Full-time employees, eligible for vacation accruals 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. Such approval must occur at least sixty (60) calendar days prior to terminating employment. This reimbursement will be paid no later than sixty (60) days after separation.

*Buyback Calculations for 12 Month Exempt Employees - Only

For purposes of calculating a daily rate, 12 Month Exempt employees hired on or before June 30, 2020, the denominator shall be 246 for 12 month long employees and 237 for 12 month short employees.

For purposes of calculating a daily rate, 12 Month Exempt employees hired on or after July 1, 2020, the denominator shall be 260.

♦ Buyback to an Employee's Beneficiary /Estate

In the event of the death of a staff member, buyback of all accrued time will be distributed to the employee's beneficiaries/estate.

Accrued medical, vacation and personal leave will be paid out according to the buyback rates of the employee's classification. If the accrued time is less than the minimum qualifier of the buyback rates, then the rate for the first qualifier will be used.

Professional Growth Continuing Education Guidelines

GPS is committed to continuous professional growth for all employee groups and recognizes that participation in meaningful job-related professional development is essential to its continued success. GPS's support of continuing education is designed to enhance professional skills while financially supporting employees who participate in meaningful professional growth opportunities as outlined.

♦ Exempt & Hourly Support Staff Incentive Stipend

Support Staff employees are eligible to apply for a \$75 Incentive upon successful completion of 24 clock hours of pre-approved job-related coursework during a single school fiscal year. Earned stipends accumulate and are paid across regular payroll checks for each contracted year that follows. Employees may earn up to eight (8) Incentive Stipends per year (\$600) with an accumulated lifetime maximum of \$3,000. Employees who have earned the lifetime maximum stipend <u>AND</u> have been employed with GPS for more than 10 consecutive years, <u>AND</u> have evaluation ratings of Meets or Exceeds Standards during those 10 years, will be awarded an additional \$200 annually (total \$3200).

In order to qualify for this incentive, employees must:

- 1. Participate in 24 hours of pre-approved job-related professional development coursework during a single school fiscal year (July 1 June 15). *
- 2. Submit an application for each Incentive Stipend no later than June 15. **
- 3. Be contracted as a GPS employee at the time of distribution

*Detailed information related to courses that may count towards this incentive can be found on the Professional Growth page of the GPS Employee Hub.

**Details on how to apply for the Support Staff Incentive Program can be found on the Professional Growth page of the GPS Employee Hub.

♦ Exempt & Hourly Support Staff Longevity Stipend

The Support Staff Longevity Stipend is being phased out as a stand-alone stipend. Employees who have previously been eligible and have actively participated in the Longevity Stipend, will retain eligibility to earn this stipend if they continue to qualify. All previous guidelines related to the Longevity Stipend will be in effect for those who are grandfathered into the system.

Professional Growth will contact eligible employees directly and provide information related to earning credit, submitting evaluation scores, and applying for the stipend annually.

All other support staff employees will need to meet the requirements outlined in the Support Staff Incentive Stipend portion of this MOU.

♦ National Board Certification

Certified Staff

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 by providing additional compensation to those who:

- Successfully complete the NBCT process.
- Share their expertise with other GPS teachers by annually providing a minimum of eight (8) hours of mentoring, coaching, in-service training, or curriculum development at the campus or district level.
- Retain NBCT certification.

Upon initial completion of NBCT requirements, teachers must notify the Office of Talent Management and provide verification of NBCT status. Eligibility is reviewed each spring prior to contract issuance by the Office of Talent Management via the NBCT website.

Failure to complete and submit required in-service hours in the previous year will make the NBCT ineligible to receive the stipend the following year. Detailed information related to the NBCT stipend and in-service options are available on the Employee Hub – Professional Growth page.

♦ Post-Secondary Credits *

≫All Employees

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.

- 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 on student learning.
- A minimum grade of a "C" or better, that can be verified by a transcript from the accredited institution is required. Unofficial or open transcripts are acceptable. Grade reports cannot be accepted.
- 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.
- An adjustment in the identical amount (i.e. \$65/\$25) will be applied to the employee's base salary. * *
- Upon completion of a graduate degree program, an employee may also apply for an additional base salary adjustment, \$500 for a Master's degree, \$1000 for a Doctorate degree. ** A stipend will only be paid one time for each degree type earned.
- Employees must apply for the reimbursement rate and salary adjustment annually as coursework is completed.
 - o Coursework must be completed between July 1 and June 30 of the current school year.
 - o The window to submit applications for reimbursement and degree completion will be open annually from April 15 July 31.

*More specific details related to earning and applying for Post-Secondary Credit can be found on the Professional Growth section of the GPS Employee Hub.

**Note all additions to base salary are based on percentage of contract worked up to 100%. (7 hour employees will receive .875%, teachers on \(^4\s\) contract receive 80\% etc. ...)

♦ Continuing Education and Phased Retirement

Continuing employees who are part of the phased retirement system, are subject to the same guidelines and will be eligible for compensation and reimbursement for continuing education at a rate of 100%, the same as GPS employees.

Required Compliance Training

Every year, it is mandatory by either State Statute or Board Policy that all employees complete the required compliance trainings.

RETIREMENT/SEPARATION OF EMPLOYMENT

Phased Retirement Option

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 (3rd) party contracted employer.

♦ Employment with a Phased Retirement Vendor

GPS has a contract with a private third (3rd) 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 Classroom Site Fund).

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 one (1) year. 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. Signed letter of recommendation form from current supervisor (enrollment into phased retirement program is not automatic).
- 2. Letter of retirement to inform GPS of the employee's intent to separate formal employment with GPS

Note - To qualify for the Buyback option, all requests must be submitted by the first Friday following winter break. (Refer to pages 39-41 for specifics)

♦ 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 Memorandum of Understanding (MOU). Retirees who receive a satisfactory evaluation and meet criteria shall be eligible for continued employment with a third party retirement vendor, pending supervisor approval and the District approval of 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.

♦ Compensation

Phased retirement contracted employees will be paid at 80% of their outgoing salary after raises granted by the Governing Board are applied for the following year including six-fifths (6/5th's). Leave accruals will be earned at the rate of a new hire to the District. All other stipends and supplemental pays will be paid at 100%.

RE-EMPLOYMENT TO THE DISTRICT

Re-employment to the District (Non-Retirees)

Employees who return to GPS with more than five (5) consecutive years of previous GPS experience, left in good standing and are re-employed in a similar position within three (3) years after their resignation, may be reemployed at the same base pay at the time of resignation from the District or placed on the current hiring schedule, whichever is higher. Re-employment with GPS will be contingent on the normal interview and hiring process.

Employees who are re-employed with GPS will be placed and receive leave accruals as a new employee and will not be grandfathered in at their previous accrual rate. If the employee resigned and did not receive buyback, their accumulated medical accruals shall be reinstated up to a maximum of no more than seventy percent (70%). Vacation time, if applicable to the position, will not be reinstated and will be earned at the accrual rate of a new employee. 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 a 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.

Re-Employment from Phased Retirement

To maintain the expertise of our qualified employees, the District offers re-employment for those who have taken advantage of the Phased Retirement program.

♦ Oualifications

Current phased retirees may be re-employed by the District predicated on a recommendation from the immediate supervisor and the Office of Talent Management.

♦ Application Process

Eligible individuals wishing to re-apply to Gilbert Public Schools must submit the following to the Office of Talent Management on or before April 1:

- 1. Signed letter of recommendation from current supervisor.
- 2. Complete online application and provide required documents as outlined in application for reemployment. (This will be sent to the employee after receipt of signed letter of recommendation).

♦ Insurance Coverage

Re-employed employees will be eligible for insurance coverage the same as any new employee to the District. (See page 27)

♦ Compensation

The salary for the re-employed phased retiree will be 100% of their salary from their last year of employment with GPS or their current salary with the phased retirement vendor, whichever is greater.

Once re-employed with GPS, raises will be paid at 100% of the current rate. Stipends and supplemental work will be paid at 100% of the current rate. Leave accruals will be earned at the rate of a new hire to the District.

Re-employment to the District After a Break in Service

Employees who resign their position may be re-employed by the District and will be hired as a new employee.

Retirees Employed to GPS from Outside of District

Retirees from outside of the district may be hired by the District. The salary for the retiree will be calculated as a new hire on the current new hire salary schedule. Once employed with GPS, these employees are eligible for pay increases and benefits as all other district employees. Leave accruals will be earned at the rate of a new hire to the District.

Reduction in Force (RIF)

In the event an employee receives a Reduction in Force (RIF) notice and is not recalled, the employee will be eligible for all accrued medical/personal leave buyback.

♦ Re-employment within Three Years Following a RIF

Any employee 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 and current accrual rates unless the individual was previously compensated for such benefits.



140 S Gilbert Road ~ Gilbert, AZ 85296 480-497-3300