

Mingus Union High School District

Personnel Handbook 2026-2027



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Mingus Union High School District

INTRODUCTION

The purpose of this handbook is to provide information that will help answer questions and pave the way for a successful year. Not all district policies and procedures are included.

This handbook is neither a contract nor a substitute for the official district policy manual. Nor is it intended to alter the at-will status of non-contract employees in any way. Rather, it is a guide to, and a brief explanation of district policies and procedures related to employment. These policies and procedures can change at any time; these changes shall supersede any handbook provisions that are not compatible with the change. For more information, employees may refer to the policy codes that are associated with handbook topics, confer with their supervisor, or call the District Office. The most efficient access to our District Policy Manual is via Policy Bridge services, provided to us by the Arizona School Boards Association at:

<https://policy.azsba.org/asba/browse/allmanuals/welcome/root>

Vision– Engage Minds, Empower Students, Elevate Communities

Core Values

- A. Student success is the foundation of Mingus Union High School District #4.
- B. A culture of collaboration, accountability and communication achieves our shared mission and vision.
- C. An active and engaged community promotes continuous improvement in student outcomes.

Governing Board

Ms. Taylor Bell – President

Mr. Matthew Chavez–Member

Mr. Frank Nevarez – Vice President

Mr. Austin Babcock – Member

Mr. Will David- Member

Administration

Superintendent

Finance Director

Interim Principal

Mingus Academy Director

Assistant Principal/Test Coordinator

Dean of Students

Director of Student Support Services and Club Coordinator Gretchen Wesbrock

Melody Herne

Lynn Leonard

Dave Beery

Genie Gee

Justin Monical

Katherine Forbes

Mingus Union High School District

Interim CTE Director

Chad Elmer

Exceptional Student Services Director

Shelley Hillman

Athletic Director

Athletics and AIA Activities

Yancey DeVore

DRAFT

Mingus Union High School District

Support Staff

Administrative Assistant to the Superintendent	Tari Garrison
Human Resources Administrative Assistant	Pamela Leathers
Principal's Secretary	Krista Cowgill
Athletic Secretary	Christina Montiel
Attendance Office	Olivia Interiano
Registrar	Jennifer Argaez
Transportation Supervisor	Mike Earl
Equipment and Facilities Technician	Heather Robertson
Exceptional Student Services Secretary	Connie Calhoon
EL Programs	Lee Riehl
Payroll Specialist	Anjeanette Evans
Accounts Payable	Alicia Schaeffer
AzEDS/PowerSchool Data Coordinator	Dee Belzer
Student Accounts Manager	Eunice Bailey
Nutrition Services Director	Christopher Lomeli
Transportation Coordinator	Sharon Ackerman

EMPLOYMENT

Equal Employment Opportunity Statement - Policies AC & GBA

It is and shall continue to be the policy of the Mingus Union High School District that all persons are entitled to equal employment opportunity regardless of race, color, religion, sex, national origin, ancestry, socioeconomic status, marital status, age, real or perceived sexual orientation and handicaps or membership in legally constituted organizations.

The Board is committed to a policy of nondiscrimination in relation to race, color, religion, sex, age, national origin, and disability, or any other basis prohibited by law. This policy will prevail in all matters concerning staff members, students, the public, educational programs and services, and individuals with whom the Board does business.

Efforts will be made in recruitment and employment to ensure equal opportunity in employment for all qualified persons, which includes but is not limited to hiring, training, promotion, discipline, compensation, benefits and termination of employment. The District is an equal opportunity employer and complies with all applicable federal, state, and local laws regarding equal employment opportunity and anti-discrimination.

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Job Vacancy Announcements

All job vacancies will be posted on the Mingus Union High School Website and updated on a weekly basis by the District Office.

Certified Employment Status - Policy GCO

A probationary teacher is a certificated teacher who is not a continuing teacher.

A continuing teacher is a certificated teacher who:

- a. Has been and is currently employed by the District for the major portion of three (3) consecutive school years; and
- b. Has not been designated in the lowest performance classification for the previous school year or has regained continuing teacher status after previously being designated as a probationary teacher.

A continuing teacher who is designated in the lowest performance classification shall become a probationary teacher in the following school year and shall remain a probationary teacher until receiving a performance classification in one of the two (2) highest performance classifications.

Administrators are not considered certificated teachers for purposes of continuing teacher status and do not earn credit toward continuing teacher status.

Support Staff Employment Status

Support staff members are all employees of the District who are not required by state law or by a District policy, regulation, or job description to possess *teaching* certificates from the Arizona Department of Education for the purpose of performing their jobs, unless they are expressly designated as professional staff members in notices of employment or contracts executed by the Governing Board.

Employment Status - Policy GCB

All support personnel are either term employees or at-will employees of the District.

Term employee:

A term employee is a support staff member who is employed by the District pursuant to a written contract that specifies the duration of the employment contract, which shall not exceed one (1) year. All support staff members who are not term employees are at-will employees.

At-will employee:

An at-will employee is a support staff member who is employed by the District for no specific term and who has no right of continued employment. The employment of an at-will employee may be terminated by action of the Governing Board for any reason without advance notice. No employee or Governing Board Member shall have the authority to make any agreement or contract to the contrary or any agreement with an at-will employee for any specified period of time. No District policy or regulation of item within the District's handbook is intended to – and shall not operate to – create any property or contract rights consistent with the at-will employment status of support staff members.

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Personnel Records and Files - Policy GBJ

The District will maintain a complete and current official personnel file for each District employee. Employees will be advised of, and will be permitted to review and comment on, all information of a derogatory nature to be placed in their respective personnel files. The employee may prepare a written reply to such information, and such reply, if any, will be appended to the information in the file.

The District may maintain subfiles within a personnel file as necessary to ensure confidentiality of records protected by law and to promote the efficient administration of personnel records. Access to personnel files shall be limited to authorized District officials and employees who are authorized to handle personnel records.

Individual Governing Board members may inspect confidential personnel records only when specifically authorized by the Governing Board through action of a quorum taken at a properly noticed meeting.

Employees may review their own personnel files by submitting a written request to the Superintendent.

Materials obtained prior to an employee's employment, including confidential recommendations, references, or interview notes, shall not be available for review by the employee.

Documents contained within a personnel file may be disclosed only to the extent required by law or as otherwise permitted under applicable public records laws.

Evaluation reports and performance classifications of certificated teachers shall remain confidential and shall be disclosed only as authorized by law.

Non-school Employment - Policy GCR

A regular, full-time employee's position in the District shall be given precedence over any type of outside work or self-employment. Employees are free to carry on individual work or self-employment projects as long as no District facilities, equipment, or school(s) are used, except as provided by policy, and the outside work or self-employment does not interfere with the employees' performance of District-assigned duties.

The outside work or self-employment by a staff member is of concern to the Board insofar as it may:

- A. Prevent the employee from performing assigned responsibilities in an effective manner.
- B. Be prejudicial to proper effectiveness in the position or compromise the District.
- C. Raise a question of conflict of interest - for example, where the employee's position in the District permits access to information or other advantages useful to the outside employer.

Therefore, an employee may not perform any duties related to outside work or self-employment during regular District working hours or during the additional time that is needed to fulfill the responsibilities of the District position. Employees who violate this policy are subject to

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reprimand, suspension, or termination.

Evaluations of Certified Staff - Policy GCO

The process and purpose of evaluation for certificated professional staff members is to result in improvement in the quality of instruction and the strengthening of the abilities of the professional staff.

Inadequacy of Classroom Performance

A teacher's classroom performance is inadequate if:

During the school year, a certificated teacher receives a rating of:

- A. Ineffective during a formal observation by the primary evaluator on one (1) or more component of the District's formal observation instrument which are based on classroom performance standards 1-4; and/or
- B. Ineffective on one (1) or more component of the District's evaluation instrument that include standards 1-4; and/or
- C. Ineffective on the District's evaluation system (performance classification) as a whole; and/or
- D. Ineffective or developing on the District's evaluation system (performance classification) as a whole for two (2) consecutive school years.

Evaluation of Support Staff Members - Policy GCO

All non-certificated employees shall be evaluated by their designated supervisor or administrator. A written evaluation of effectiveness of each support staff member shall be completed during the first year of employment and not later than ninety (90) days after the first day of work. A second first-year evaluation will be not later than the anniversary date of employment. Each non-certificated employee shall be evaluated at least once annually thereafter. Evaluations are intended to support professional growth, improve job performance, and assist in decisions regarding continued employment.

Dress Code

Employees are expected to demonstrate good judgment and professional taste and to dress and maintain a general appearance that reflects their position and does not detract from the educational program of the School. Courtesy to coworkers, students, parents and your professional image should be the factors that are used to assess that you are dressing in attire that is appropriate. Wednesdays are designated as college attire days (wear jeans if you choose and your favorite college shirt). Fridays are designated as Mingus Pride days (wear jeans if you choose and Mingus colors or a Mingus shirt). All district employees, including certificated and support staff substitutes, will be provided with picture identification (ID) badges. Employees and substitutes will wear their badges to assure easy identification while at work and all other school-sponsored activities.

COMPENSATION AND BENEFITS

Professional Staff Development - Policy GCBA

New teachers entering the system with or without prior teaching service, who have met academic and professional qualifications for ADE certification, will have their initial salaries calculated using the official Certified Salary Determination Chart currently in effect; as follows.

- A. No experience = 0 points.
- B. One (1) to ten (10) years' experience = 1 point per year.
- C. Greater than (>) ten (10) years' experience = *plus* one (+1) point per two (2) years over ten (10) years.

Retired staff returning to the District will be issued a contract with a salary no less than eighty percent (80%) of the final issued pre-retirement contract in year one of the post-retirement employment and ninety percent (90%) in subsequent years of post-retirement employment. During year one of the retirement work-back the employee will not be eligible for Classroom Site Funds (if applicable) and will receive one (1) day of PTO per month worked.

Professional Staff Salary Advancement and Increases Regulation - Policy GCBA-R

A current-year stipend will be disbursed to staff based on prior submission of the appropriate pre-approval form (GCBA-EA) and upon submission of pre/post-credit approval documentation, such as official transcripts, certificates and other forms of official documentation and form GCBA-EB. Stipends and salary advancement must occur at a minimum of two (2) credit hour increment. Salary advancement in the amounts currently Board-approved per credit hour and for the completion of advanced degrees and/or National Board Certification will be reflected in the subsequent contract year.

Revised contracts or contract addenda will reflect such salary advancement in the subsequent contract year.

Stipends and salary increases must be substantiated by transcript or other written proof of work completed before salary changes can be made.

The criteria upon which certificated staff salaries are initially determined and salary stipends and increases applied are:

- A. Academic and professional preparation.
- B. Teaching experience.
- C. Professional in-service growth.
- D. Unique qualifications, endorsements.

A teacher anticipating salary advancement and contract addendum for the following school year must notify the Superintendent by May 1 during the school year then in progress so that provisions for salary advancement can be included in the school budget. The Superintendent will

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circulate an appropriate form to the certificated staff on or before March 15. Appropriate Pre-approval and Post-approval forms must accompany such notification (see GCBA-EA/EB).

Stipends and salary increases must be substantiated by transcript or other written proof of work completed before salary changes can be made. Such verification must be filed in the Superintendent's office by May 1 of the school year for which the teacher is employed in order for a revised contract to be prepared for the upcoming contract year.

Units taken beyond the master's degree must consist of accredited college/university graduate units, accredited college/university undergraduate units, District in-service training credits or accredited workshops only if such work contributes directly to the staff member's proficiency in the classroom or promotes professional growth, or travel units with prior approval by the Superintendent. Generally, courses taken in the teacher's current teaching discipline, major or minor subject areas, or professional courses will be accepted. No seminars, workshops, or other such classes paid for by the District can be applied to educational advancement credits.

Note: current Board-approved per credit hour stipends and salary advancement for completion of pre-approved advancement plans and advanced degrees and/or National Board Certification amounts are: \$125/credit hour, \$1000/MA or MS degree and \$1500/EdD or PhD, and \$2400 for National Board Certification.

Upon pre/post-approval, a current year stipend and subsequent salary advancement will occur for the addition of ADE Certification Approved Areas or Endorsements which are additional to those which are required for the current teaching assignment at rate of \$600 per area/endorsement.

Pay Checks

All employees are paid every two weeks on Fridays. Paychecks will not be released to any other person other than the District employee named on the check without the employee's written authorization. An employee's payroll statement contains detailed information including deductions, withholding information, and the amount of leave accumulated. The schedule of pay dates for employees may be found in the District Office or on the self-service portal.

Direct Deposit

The District strongly encourages direct deposit of paychecks into your checking or savings account for all employees. To make arrangements for direct deposit, employees are asked to bring a voided check along with the proper form to Payroll located in the District Office.

Payroll Deductions - Policy DKB

The District has procedures in place to ensure employees receive paychecks no later than the established payroll dates and that all amounts withheld from employee compensation are remitted and reported appropriately, accurately, and timely.

Involuntary Deductions

The following deductions are required by state or federal law:

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- A. Federal income tax
- B. Arizona income tax
- C. Social Security (OASI/FICA)
- D. Employee contributions to the Arizona State Retirement System (ASRS)

All other deductions must be authorized by the Governing Board and the employee unless ordered by a court of competent jurisdiction.

Voluntary Deductions and Redirections

The following voluntary deductions and redirections have been authorized by the Governing Board:

- A. Insurance premiums for employees or dependents covered under Board-approved Section 125 cafeteria plans
- B. Direct deposit of net payroll with financial institutions
- C. Tax-sheltered annuities for companies approved by the District
- D. Credit union deposits
- E. U.S. Savings Bonds
- F. Professional dues
- G. Contributions to qualified charitable organizations
- H. Contributions to a public school for the support of extracurricular activities or character education programs

Overtime - Policy GCMF

The normal workweek for support staff personnel will not exceed forty (40) hours per week. Typically, the week will be based on eight (8) hours per day, five (5) days per week; however, the Superintendent may designate other workweek structures to meet varying conditions and needs of the District. Employees will be notified at least (1) week in advance of any modification to the workweek plan.

Individual employee work schedule will be based on the position held by the respective employees and on District needs as identified during the employment process.

For the purpose of calculating regular and overtime hours in accordance with wage and hour requirements, the District's designated workweek shall begin at 12:01 a.m. on Thursday and conclude at 12:00 midnight the following Wednesday.

An employee may work overtime, provided that advance authorization is obtained from the supervisor in charge and the Superintendent or, in the case of an emergency, immediately upon completion of the work or as soon thereafter as possible.

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Benefits

Employee benefits represent a great part of your total compensation. Mingus Union High School offers a benefit package that provides our employees with the benefits as outlined below.

Health, Dental, Vision, Life and Short-Term Disability insurance are only available to eligible employees. To be eligible for full benefits an employee must work 30 hours or more per week; for partial benefits an employee must work 20 to 30 hours per week. Temporary and substitute employees are not eligible for insurance benefits.

Health Insurance: Medical insurance is through ASBAIT; the provider is AETNA. The district offers three plans: Classic Silver, HDHP A (2600), and HDHP C (6000). Employees may elect to purchase dependent coverage. For 2026–2027, the district pays as follows per employee towards monthly medical premium: full-time employees working 30 or more hours per week get \$795.00, and part-time employees working 20 to 30 hours per week get \$453.50.

Dental: The district offers dental insurance through Delta Dental at no cost for single coverage for full-time employees and 75% of the single premium for employees working between 20 to 30 hours per week. Employees may elect to purchase dependent coverage.

Life Insurance: ASBAIT provides basic life at no cost to all employees working over 20 hours per week. The benefit amount is \$50,000 for all eligible employees. If you do not take the school's medical coverage you must complete the medical enrollment form waiving medical but selecting life insurance and provide your beneficiary information. It is the employees responsibility to keep the beneficiary designation up to date. This can be done at any time of the year

Short-Term Disability: Mutual of Omaha provides short-term disability at no cost to all employees working over 20 hours per week. The elimination period is 30 days and benefit percent is 66.6% of average salary up to \$1,000 per week.

Vision: Voluntary vision is available to all employees working over 20 hours per week at no cost for full-time employees and 75% of the premium for employees working 20 to 30 hours per week. Provided by VSP and includes the basic plan or buy-up for progressive lens.

TSA Accounts: TSA Consulting provides administration of the 403(b) and 457(b) plans. Mingus offers a number of tax-deferred accounts as well as Roth accounts. Note that each investment product has specific provisions and advantages associated with its use.

Arizona State Retirement System: Regular employees working 20 hours or more per week must participate in the Arizona State Retirement System (ASRS). ASRS also provides Long-Term Disability. The current (2026/2027) combined participation rate is 11.98% of gross pay deducted before taxes. The district matches this deduction and submits to ASRS every payroll. New employees must electronically enroll in ASRS within one week of employment.

Employee Assistance Program (EAP): EAP is available to all employees, full and part time. They provide guidance and confidential counseling for you and your family. Free, Confidential, Easy to obtain.

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Additional Optional Benefits:

- A. Accident Insurance
- B. Critical Illness
- C. Hospital Indemnity
- D. Supplemental Life
- E. Automatic Payroll Deductions for Arizona State Tax Credit

Workers' Compensation - POLICY GBGD

All employees shall be covered by workers' compensation insurance for any accident while on assignment, including an accident on school property or while on official business off school property. Employees are required to be treated at a District approved facility that specifically handles workman compensation claims.

An employee must report **ANY** such accident to the supervisor's office immediately, since a report on the time of the accident, persons involved, and how it happened is required. Failure to follow this procedure could result in the loss of workers' compensation benefits. After being notified by an employee, the supervisor shall complete and submit the Report of Industrial Injury to the District office.

Compensation Claims

When a job-related injury/accident requires medical attention and absence from the workplace, the following conditions shall apply:

- A. The physician will be responsible for reporting the circumstances of the injury to the District, the Industrial Commission, and the District's insurance carrier.
- B. During the first seven (7) days of absence due to a job-related injury/accident, the employee will be placed on sick leave, provided the employee has accumulated sufficient sick leave.
- C. If a job-related injury/accident results in more than seven (7) days' absence, the insurance carrier will be responsible for handling the claim for lost pay. During such period the employee may be directed to:
 - a. Endorse over to the District the payments received from the insurance carrier, continue to receive a regular salary, and be charged sick leave. When the amount of the insurance payment is determined and received by the District, the employee's sick leave record will be adjusted for that fraction of the time paid by the insurance carrier (e.g., the insurance carrier pays one-half (1/2) of the normal salary of the employee, the sick leave will be adjusted on a pro rata basis); or
 - b. Draw compensation from the insurance carrier, provide the District with a record of such payment, and receive payment for sick leave pay for the uncompensated

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portion of missed time, up to the limit of accumulated sick leave.

- c. In no event will an employee receive a combined salary and worker's compensation in excess of the employee's regular salary.

An employee who has used all accumulated sick leave will be removed from the payroll and will receive only such amounts as are paid by the District's insurance carrier.

LEAVES AND ABSENCES

PTO Leave - Policy GCCA, GCCA-RA, GCCA-RB, and GCCA-RC

Paid time off (PTO) for all personnel is limited to a specific contract year. Compensated leave is to be granted to a staff member who, through personal or family illness, injury or quarantine, is unable to perform the duties of the assigned position.

Full-time support staff employees who are not on probation shall earn one (1) day of PTO for each month worked on their regular employment agreement with the District. Eligible support staff employees shall be able to utilize five (5) days of allowable PTO days from the beginning of the contract year. Added days shall accrue to the maximum of earnable days over the length of the agreement.

Full-time certificated teachers shall receive ten (10) days of PTO per school year or an amount equivalent to their regular employment contract.

Part-time support staff and substitute teachers shall accrue one (1) hour of PTO for every thirty (30) hours worked but shall not be entitled to accrue or use more than forty (40) hours of paid leave per year. A substitute teacher may use PTO as it is accrued, after the ninetieth (90th) calendar day after commencing employment.

For the purposes of this policy, one (1) day shall be equal to the number of hours assigned to be worked per day.

For the purposes of this policy, a substitute teacher's workday is considered to be seven (7) hours.

Requests for planned vacation/PTO leave must be made at least four (4) working days prior to the first day of planned leave.

Paid leave not taken during any year shall accumulate in the employee's **sick leave benefit** account. Leave other than illness requires Superintendent or principal approval and a four (4)-day advance notice. No more than ten percent (10%) of the staff can be absent on the same day with other leave requests. Leave taken for personal reasons may not exceed four (4) consecutive days without Superintendent authorization.

When a staff member exhausts all days of accumulated PTO and days from the Supplemental Leave Bank (if eligible), an unpaid leave of absence must be requested, pursuant to District policy.

Sick Leave Benefit

The Sick Leave benefit is only for the purpose of recuperative activities, e.g., obtaining medical care or treatment, procuring medications or other prescribed materials, convalescing at home or

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at a medical facility, or other therapy or activity prescribed by the employee's physician or health practitioner, with verification required if requested by the Superintendent. The District may, at District expense, require the employee to submit to medical or psychiatric examination by a physician or psychiatrist selected by the District to determine 1) whether or not the continued use of the sick leave benefit is appropriate or 2) whether return to duty is appropriate. Use of the Extended Illness Bank, if eligible, may only be used once all accrued PTO has been exhausted.

Supplemental Leave Bank

Supplemental Leave Bank (SLB) accumulation can be used only for a personal or family medical illness as defined below:

Revenue Rule 90-29 defines a "medical emergency" as a medical condition of the employee or a family member that will require the prolonged absence of the employee from duty and will result in a substantial loss of income.

The SLB can also be used for non-emergency situations which are related to a previously approved request of leave days from the SLB for a medical emergency. For example, to obtain necessary follow-up treatment related to a previous medical emergency.

Employees must contribute to the SLB in order to request and use days from the bank. Donations, and thus enrollment in the Bank, must be made during the first five (5) days of employment or contract start date or during the first five (5) days of each open enrollment period.

The employee seeking donated days will provide the request for days to the District human resource office. Donated sick days are deducted from the bank and cannot be reclaimed. The application should be received by the District office no later than ten (10) days prior to the anticipated use of all personal leave, accumulated sick leave, and vacation leave in order to avoid the use of unpaid leave. Requests for SLB days will be acted upon by District HR personnel no more than five (5) working days after the request is received. No employee shall be eligible for the EIB after qualifying for short-term or long-term disability coverage or workers' compensation. SLB disputes shall be resolved by the Superintendent or the Superintendent's designee in consultation with the current recognized employee association president.

Any employee who can be shown to have willfully violated or misused the District's sick leave policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal.

Use of Earned PTO

Earned PTO shall be provided upon the request of an employee. Such request may be made orally, in writing, by electronic means or by any other means acceptable to the employer. When possible, the request shall include the expected duration of the absence.

When the use of earned PTO is foreseeable, the employee shall make a good faith effort to provide notice of the need for such time to the employer in advance of the use of the earned PTO and shall make a reasonable effort to schedule the use of earned PTO in a manner that does not unduly disrupt the operations of the employer.

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PTO and Sick leave can be used for:

- A. An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;
- B. Care of a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; care of a family member who needs preventive medical care;
- C. Reasons as described in A.R.S. 23-373 including but not limited to: public health emergency/exposure circumstances (including workplace closure or a child's school/place of care closure), domestic violence, sexual violence, abuse or stalking, and legal services.
- D. A maximum of ten (10) days of district-provided paid time off may be used for maternity, paternity, or pregnancy-related leave outside the uses described in A C above and will not be deducted from an employee's current year PTO or Sick Leave Benefit account.

Earned PTO may be used in the smaller of hourly increments or the smallest increment that the employer's payroll system uses to account for absences or use of other time.

For earned PTO of three (3) or more consecutive workdays, an employer may require reasonable documentation. Documentation signed by a health care professional indicating that earned paid leave is necessary shall be considered reasonable documentation for purposes of this section as defined in statute (A.R.S. 23-371), "family member" means:

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

Leave of Absence and Family and Medical Leave (FMLA)

Define what it is: Per Mingus Union Board Policy GCCA, employees are able to request a Leave of Absence for the following purposes:

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- A. For additional education that relates to the employee's primary assignment. A plan of contemplated course work must be presented
- B. To provide for unpaid leave in a situation where the employee will be absent from work because of:
 - a. A reason that conforms to a policy currently in effect, but the maximum number of days provided for in that policy will be exceeded,

Or:

 - b. Failure to report to work without prior notification to the Superintendent
- C. For a leave of absence that benefits or is in the best interest of the District, as determined by the Board upon review of the application
- D. For leave under the Family and Medical Leave Act

A leave of absence requested pursuant to this policy may be:

- A. Approved by the Superintendent if the leave period does not exceed twelve (12) weeks; or
- B. Recommended by the Superintendent and approved by the Governing Board if the leave period exceeds twelve (12) weeks

Who is Eligible: FMLA will not be denied to entitled applicants, all other applications for leave of absence may be granted or denied by the District.

Steps to Be Taken:

The Application is Policy GCCA-RB (pages following the FMLA information, can also be found on the Policy Bridge). Submit electronic copy to Payroll Specialist.

Written application stating:

- A. Purpose of leave
- B. Starting date and duration of the leave of absence
- C. Reasons for its necessity or desirability
- D. Any other information relevant to the request

Extension of a leave of absence must be submitted in writing and approved by the District. All accrued sick, vacation, personal, and other paid leave shall be applied to the leave period unless otherwise agreed to by the District or prohibited by the Family and Medical Leave Act (FMLA).

Family and Medical Leave Act (FMLA):

An employee who has been employed by the District at least twelve (12) months and who has completed at least one thousand two hundred fifty (1,250) hours of service is eligible to take up to twelve (12) weeks of leave (FMLA leave) measured backward for each employee from the first

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time such employee uses leave under FMLA without pay, for anyone (1) or more of the following reasons:

- A. Because of the birth of a child of the employee and in order to care for such child.
- B. Because of the placement of a child with the employee for adoption or foster care.
- C. In order to care for the spouse or a son, daughter, or parent of the employee, if such person has a serious health condition.
- D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
- E. Because of any qualifying exigency (as the Secretary shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

See Policy GCCC for definition of Serious Health Condition.

Steps to Be Taken:

The Application is Policy GCCA-RB (pages following the FMLA information, can also be found on the Policy Bridge). Submit electronic copy to Payroll Specialist.

Written application stating:

- A. Purpose of leave
- B. Starting date and duration of the leave of absence
- C. Reasons for its necessity or desirability
- D. Any other information relevant to the request
- E. Medical certificate provided by the employee's health provider in the form of the exhibit accompanying this policy
 - a. In any instance where the FMLA leave must be preceded by thirty (30) days' notice, the medical certificate should accompany the request for leave of absence
 - b. In any other instance, the medical certificate should be provided within fifteen (15) days after the FMLA leave commences

FMLA and Classroom Site Fund:

Certified Staff on FMLA will need to work directly with the Principal prior to going on leave to create a work plan for CSF. Requirements. It is the responsibility of the employee to create a plan detailing how the work will be completed either prior to or post FMLA. This work plan must be approved by the Principal and meet all of the criteria of the current CSF and Schoolwide Performance Pay Plan. Failure of the employee to create and have an approved work plan will result in prorated CSF for unpaid days.

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The work plan cannot include items to be completed while officially on FMLA.

Jury Duty

It is recognized by the Board that no employee is exempt from jury duty and that leaves of absence for such duty must be granted.

- A. Only the regular salary may be received by an employee on jury duty.
- B. It is the responsibility of the employee to reimburse the District for jury duty pay when such payment is made directly to the employee. Failure to reimburse the District at the completion of the jury duty service will result in a full deduction equal to the number of contract days missed.

An employee excused from jury duty after being summoned shall report for regular duty as soon as possible. Failure to report for duty will result in a deduction equal to that portion of a contract day missed [A.R.S. [21-236](#)].

Military Leave

Persons volunteering for military service, except in time of declared war, will not be considered for long-term military leave. An employee who is a member of the Military Reserve or National Guard shall be entitled to leave of absence without loss of pay, time, or efficiency rating when engaged in field training [A.R.S. [26-168](#) and [38-610](#)].

Absent Without Leave

An employee shall be deemed "absent without leave" when absent from work because of:

- A. A reason that conforms to a policy currently in effect, but the maximum days provided for in that policy will be exceeded; or
 - B. A reason that does not conform to any policy currently in effect;
- Or
- C. Failure to report to work without prior notification to the Superintendent.

In no case shall an employee be compensated for time lost due to being absent without leave. An employee who is absent from work without prior approval is subject to disciplinary action, as is one who was unable to obtain prior approval due to unusual circumstances, and such approval is denied upon the employee's return.

Bereavement Leave - Policy GCCH

An employee may be granted, upon request to the Superintendent, up to five (5) days of leave per year, with pay, to be used in the event of death in the employee's family as defined in GCCA.

Extensions of bereavement leave may be granted upon personal request to the Superintendent. If approved, all such extensions of bereavement leave shall be deducted from the employee's accrued paid time off (PTO) leave.

In the absence of any accumulated PTO leave, and upon request, the Superintendent may

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approve an unpaid leave of absence for each day of extended bereavement leave used.

Classified Staff Vacations and Holidays - Policy GCCA

Paid holidays for full-time twelve (12) month support staff personnel shall be established each year by the Board. Support staff personnel shall earn ten (10) days of vacation each year of service during the first four (4) years of service. Beginning with the fifth (5th) year, fifteen (15) days will be allowed annually. Beginning with the tenth (10th) year, twenty (20) days will be allowed annually. The maximum allowable unused vacation days that may carry forward at the close of a calendar year (December 31) is twenty (20) days. Days in excess of the maximum number allowable shall become null and void and of no further value as of January 1 each

year. Upon resignation or retirement, the employee will be paid for the number of days that have accrued up to the separation date. Vacation time will accrue each pay period. Requests for vacation must be received at least four (4) working days prior to the first day of vacation and must be approved by the Superintendent.

Approved Holidays

New Year's Eve and New Year's Day		Veteran's Day
Martin Luther King Jr. Day	President's Day	Memorial Day
Juneteenth	Independence Day	Labor Day
Thanksgiving Day and Friday after		Christmas Eve and Christmas Day

Employees shall be entitled to all legal holidays during the school year as announced by the Superintendent and in conformance with Arizona Revised Statutes. Uncompensated days off will be established by the school calendar.

Resignation and Retirement – Policies GCQC, GCQC-EA, GCQC-EB, GCQC-EC, GCQC-ED

For professional staff members, all resignations or requests to be released from contract shall be presented in writing to the Board for approval. A release from an uncompleted contract may be granted contingent upon the availability of a well-qualified, certificated teacher as a replacement. A resignation is not effective unless first approved by the Governing Board.

A teacher who resigns contrary to this policy shall be deemed to have committed an unprofessional act and shall be subject to the penalty as provided under Arizona statutes and State Board of Education regulations.

An employee must first notify his or her direct supervisor of a need to leave their position with the District and submit a letter of resignation. The request for the release must include the reason for the request and applicable supporting documents. Such requests will be reviewed by the District Superintendent and Human Resources department and the decision to recommend or not to recommend a waiver of liquidated damages will be provided to the District Governing Board at the next regularly scheduled meeting, dependent upon the timing of the request and

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allowable time to prepare for Governing Board agenda.

Individuals retiring from employment with the District are required to submit written notification to his/her supervisor with the effective date of retirement by completing the resignation or retirement notice. For the purposes of this policy, a retiree is a District employee who has elected to retire from the Arizona State Retirement System (ASRS). During the fiscal year prior to the year in which retirement will occur, the employee must submit a written request of intent to retire by January 31.

Support staff who are voluntarily terminating their service with the District are expected to give advance notice of not less than ten (10) working days. This notice should be submitted to the supervisor in writing and should specify both the last day of work and the reason for termination. Authorized unused vacation credit will be paid to employees with the last paycheck.

Insurance benefits will end on the last day of the month of your termination. If a staff member resigns and does not return after the summer break, they will be required to reimburse the district of insurance premiums paid during June and/or July.

All employees who separate from the District will be expected to complete the appropriate checklist and exit interview forms found in Policy GCQC-EB, QCQC-EC, and GCQC-ED.

Accrued Sick Leave Payout

Upon retirement or resignation from, or termination by the district, up to ninety (90) days of unused PTO (Sick Leave Benefit Account days) are reimbursed to staff members who have worked at least five (5) years in the district, except the superintendent, according to the formula below:

- A. Annualized Salary x Multiplier x #of Accrued Sick Days (up to 90)
- B. Annualized Salary is base salary. It is the primary position only and does not include stipends, Proposition 301, extra duty or overtime.
- C. Annualized salary is calculated based on contract or work agreement.
- D. Multiplier is based on years of consecutive employment:

0.05% after 5-9 years	0.1% after 10-14 years
0.125% after 15-19 years	0.15% after 20+ years

For certified teachers and counselors who had worked 10 or more years as of June 30, 2020: Upon reaching 20 years of continuous employment when leaving the District, they will have the option to be paid at the current sub rate multiplied by the number of days of accrued PTO as sick leave – not to exceed 90 days.

Absence Requests

Mingus Union High School District uses an automated service in conjunction with ESI and YCESA for managing absences and finding substitutes for certified teachers. The software used for this program is ReadySub. All teachers must submit all absence requests via ReadySub. This service is available to employees 24 hours a day, 7 days a week and can be accessed via the internet.

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Employees can access ReadySub via the link on the Mingus Union website (www.mingusunion.com).

All classified and non-teaching certified staff will use TimeClock Plus for requesting leave. This can also be accessed via the link on the Mingus Union website. All requests for leave must be submitted through TimeClock Plus.

Time and Attendance Procedures

The District complies with the Fair Labor Standards Act and requires that employees who are compensated on an hourly basis accurately record all hours worked. Employees who work on a salary basis are expected to report to their duty locations within approximately 30 minutes of the start of the school day and to remain on duty until approximately 30 minutes after the end of the school day. The procedures noted must be followed in order to ensure that all your hours are recorded by the time and attendance system for accurate payment of wages.

- A. Anytime you report to work you must report your time by clocking-in and clocking-out.
- B. Upon reporting to work, immediately clock-in using the Time Clock Plus link found on the Mingus Union website. The website address is: www.mingusunion.com.
- C. Clock in and out when taking your meal break. Anytime you leave work for personal reasons for the day or a meal break, you must clock out. In the event that you forgot to clock in or out inform your supervisor and complete the yellow form located in the District Office.
- D. In the event that you start your workday away from the District, you must record your hours on a paper timesheet. An example could be when you are attending a conference and/or traveling directly from your home to attend training.
- E. Because the time clock rounds to the nearest quarter of an hour, clock in no more than seven minutes before start time and no more than seven minutes after the end of your workday.
- F. In the event that you are not able to work due to illness, vacation, official leave, etcetera, it is imperative that you record your absence through the Time Clock Plus attendance tracking system link found on the Mingus Union webpage. If possible, complete a Time Clock Plus absence request in advance. If you are sick or have an emergency call your supervisor, then complete a Time Clock Plus absence request using the Time Clock Plus link on the Mingus Union Website from home.
- G. If you do not have internet access complete the absences request immediately upon your return to work. The website address is: www.mingusunion.com.
- H. At the end of the day, you need to submit your time in Time Clock Plus. Time must be submitted in order for your supervisor to approve your timesheet at the end of the pay period. If you need assistance with this step, please talk to the payroll specialist.
- I. It is important to clock in and out as required to ensure all hours worked are accurately recorded

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for payment purposes. Continued and chronic clocking violations will not be tolerated.

- J. The employee is the only one who is authorized to clock in and out for themselves. It is considered fraud and grounds for disciplinary action, up to and including termination, for an employee to ask or have someone else clock them in and/or out of the time clock system. Employees who attempt to come in early, stay late, or work during the duty-free lunch period, without clocking in/out, will be subject to disciplinary action.
- K. Prior permission to work overtime must be approved in writing by the employee's supervisor and the Superintendent.
- L. Employees who have worked in excess of 40 hours per week will be paid time and a half for all time exceeding 40 hours.
- M. The normal work week begins on Thursday and ends on Wednesday. The work week consists of five 8-hour days for full-time employees, for a total of 40 hours. If employees work overtime (in excess of 40 hours in the work week), they are to be paid one and one-half (1½) times regular or average hourly rate for hours worked in excess of 40.

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EMPLOYEE CONDUCT, WELFARE, AND COMMUNICATIONS

Staff Ethics and Code of Conduct - Policy GBEA (Statement of Ethics for School Employees)

All employees of the District are expected to maintain high standards in their school relationships. These standards must be idealistic and at the same time practical, so that they can apply reasonably to all staff members. The employees acknowledge that the schools belong to the public they serve for the purpose of providing educational opportunities to

all. However, every employee assumes responsibility for providing leadership in the school and community. This responsibility requires the employee to maintain standards of exemplary conduct. It must be recognized that the employee's actions will be viewed and appraised by the community, associates, and students. To this end, the Board adopts the following statements of standards.

Code of Conduct

The school employee:

- A. Makes the well-being of students the fundamental value of all decision making and actions.
- B. Maintains just, courteous, and proper relationships with students, parents, staff members, and others.
- C. Strives for the maintenance of efficiency and knowledge of developments in the employee's field of work.
- D. Fulfills job responsibilities with honesty and integrity.
- E. Directs any criticism of other staff members or of any department of the school system
- F. toward improving the District. Such constructive criticism is to be made directly to the school administrator who has the responsibility for improving the situation.
- G. Supports the principle of due process and protects the civil and human rights of all individuals.
- H. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
- I. Implements the Governing Board's policies and administrative rules and regulations.
- J. Refrains from using school contacts and privileges to promote political or sectarian religious views or personal agenda of any kind.
- K. Pursues appropriate measures to correct any laws, policies, or regulations that are not consistent with sound educational goals.
- L. Avoids using position for personal gain through political, social, religious, economic, or other influence.
- M. Maintains the standards and seeks to improve the effectiveness of the profession through

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research and continuing professional development.

- N. Stresses the proper use and protection of all school properties, equipment, and materials.
- O. Honors all contracts until fulfillment or release.
- P. In the performance of duties, employees shall keep in confidence such information as they may secure unless disclosure serves District purposes or is required by law.

Consequences

Potential consequences to employees of the District who violate these rules may include, but are not limited to:

- A. Warning.
- B. Reprimand.
- C. Removal from school grounds.
- D. Suspension.
- E. Dismissal.
- F. Having consideration given to any such violations in the determination of or establishment of any pay or salary in later contracts or employment, if any.
- G. Civil and criminal sanctions/penalties are applicable.

Use of School-Owned Materials and Equipment - Policy EDC

District materials or equipment may be used by school or non-school agencies and individuals for purposes that are not in conflict with any Arizona Revised Statute(s), federal or state rules or regulations, or Board policies, subject to the following:

- A. The District shall not incur any expenses due to the use of materials or equipment.
- B. The Superintendent shall establish procedures for approval of the use of materials or equipment or shall submit requests to the Governing Board for review and action.
- C. Rental or lease fees will be charged or waived, as appropriate, by the District. Income from charges will be deposited to the civic center fund or the school plant fund, as appropriate.
- D. Any person or agency using such materials or equipment that is lost or damaged during such period of use shall be required to reimburse the District for repair or replacement.

Purchasing

All purchases to be made with District funds must be pre-approved using the appropriate purchase

order requisition form. The department representative and immediate supervisor must first approve of purchases regardless of the availability of funds. The bookstore manager and district business manager will authorize purchases after receiving administrative approval for each

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purchase. Written quotes are required for purchases above \$10,000. NOTE: separate purchases from the same vendor are cumulative and require written quotes when the fiscal year's total exceeds \$10,000.

Use of Digital Communications - Policy GBEF, GBEF-RA, GBEF-RB

Mobile Technologies

Mobile technologies are any devices that: transmit sounds, images, texts, messages, videos, or electronic information; electronically records, plays, or stores information; or accesses the Internet, or private communication or information networks.

Guidelines

The Governing Board requires all employees to use wireless communication devices in a professional manner at all times and to follow all applicable state and federal laws.

The Board establishes the following parameters:

District employees:

- A. shall adhere to all Governing Board policies related to technologies including but not limited to the use of District technology, copyright laws, student rights, parent rights, the Family Educational Rights and Privacy Act (FERPA), the Child Internet Protection Act, staff ethics, and staff-student relations;
- B. are responsible for the content of their posting on any form of technology through any form of communication;
- C. shall only use District controlled and approved technologies when communicating with students or parents;
- D. shall ensure that technologies used to communicate with students and District staff are maintained separate from personal technologies used to communicate with others;
- E. shall not use District owned or provided technologies to endorse or promote a product, a cause or a political position or candidate;
- F. in all instances must be aware of his/her association with the District and ensure the related content of any posting is consistent with how they wish to present themselves to colleagues, community members, parents and students;
- G. shall not use District logos or District intellectual property without the written approval of the Superintendent;
- H. shall use technologies to enhance and add value to communications with all recipients and be respectful of those with whom they communicate;
- I. shall immediately report all misuse or suspected misuse of technology to their direct supervisor/administrator who in turn will immediately report to the Superintendent;
- J. shall comply with all applicable records management parameters established by Arizona State Library, Archives and Public Records.

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Digital Communications with Students and Parents

Employees shall only use District-controlled and approved technologies when communicating with students or parents. Employees shall ensure that technologies used to communicate with students and District staff are maintained separate from personal technologies used to communicate with others.

Employees shall not use District-owned or provided technologies to endorse or promote a product, a cause, or a political position or candidate. Employees are responsible for the content of their posting on any form of technology through any form of communication.

The use of District email communications shall be professional in nature and school related. Email communications shall adhere to Governing Board policies regarding staff ethics and staff conduct. Employees should obtain Principal and/or Superintendent approval prior to distributing email messages to District-wide ("Z") message groups.

The Superintendent shall determine which communications are approved for use by employees to communicate with parents and students, including free digital applications including but not limited to Remind and Hudl. Employees shall be informed about District-approved methods for communications annually and newly hired employees shall be informed as part of the hiring process. Employees must receive approval from the Principal before using any free digital application to communicate with students or parents prior to creating such an account. The Principal shall determine what, if any, student or parent information may be uploaded into the application and may monitor communications with the employee at any time.

Employees shall not use personal devices to directly communicate with students unless communication occurs through District-controlled and approved technologies. Employees shall not store student or parent contact information within applications native to the operating system of personal devices.

If it becomes necessary for an employee to communicate with students outside of District-controlled and approved technologies, the employee should include a parent, another educator, or supervisor in the communication whenever practical. For example, if an educator is taking students on a field trip and must remain in contact with students, the educator should create a group communication that includes other adults rather than communicating with students individually.

Employees shall communicate with students only regarding academic or extracurricular activities. Communication shall remain professional, appropriate, and shall not be of a personal nature or be subject to interpretation. Employees should refrain from communicating with students outside of scheduled academic or extracurricular hours except when necessary for legitimate District purposes.

Does the communication pass the Transparent, Accessible, and Professional (TAP) test?

- A. **Transparent:** All digital communication from District staff must be transparent to maintain openness, visibility and accountability regarding all communications.
- B. **Accessible:** All digital communication to and from District staff are a public record.

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- c. **Professional:** All digital communication from District staff should be written professionally. This includes word choices, tone, grammar, and subject matter that model social and ethical standards and preserve the integrity of staff. Choice of words should be courteous, thoughtful, and mirror professional communication standards.

Staff Social Media Use

Social media is the use of web-based and mobile technologies to communicate through interactive dialogue. Social media technologies/platforms include social networking sites, blogs, microblogs, content communities and virtual communities, and any successor protocol to transmit information.

Staff members should not connect with or follow parents or students on social media and should direct a personal social media contact from a student or parent back to approved District communication methods.

A. An employee's responsibility to Mingus does not end when he/she is off the clock. Any personal social media account should follow the below guidelines:

- A. If you talk about work-related matters that are within your area of job responsibility you must disclose your affiliation with the Mingus Union High School District.
- B. When commenting on the business of the District and unless authorized to speak on behalf of Mingus, you must state that the views expressed are your own. This includes placing the phrase "Views expressed are my own" in the biographical information.
- C. The Mingus Union High School District will not tolerate discrimination (including race, color, religion, sex, age, national origin and disability or any other legally recognized protected basis under federal, state, or local laws, regulations or ordinances).
- D. Professional Image – District employees must be mindful that any information posted to the Internet is ultimately accessible to the world. To avoid jeopardizing their professional image, employees are encouraged to familiarize themselves with the privacy policies, settings and protections on any social networking websites to which they choose to subscribe and be aware that information posted online, despite privacy protections, can be viewed by students, parents, and supervisors. Note: Remember that anything posted on the Internet can live virtually forever.
- E. Personal Social Networking & Media Accounts – Before employees create or join an online social network, they should ask themselves whether they would be comfortable if a "friend" decided to send the information to their students, the students' parents, or their supervisor, as this sometimes occurs. Employees must understand the implications of joining an online social network and what content they post about themselves.
- F. Social Networking with District Students – Employees should not have online interactions with students on social networking sites outside of those forums dedicated to academic use. Personal profiles on social media sites should not be linked to student online profiles. Additionally, District employees shall use appropriate discretion when using social networks for personal communications and should limit this activity to off-duty hours.

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Because online content can be spread in mere seconds to a mass audience, employees should ask themselves before posting any information online whether they would be comfortable

having this information published in the news. If you would not bring it into the classroom or Mingus High School, do not post it online.

Types of Accounts

There are four (4) types of social media accounts associated with the Mingus Union High School District.

- A. District Accounts – Those maintained and monitored by the Mingus Union High School administration and are linked to personal account of a District administrator.
- B. School Site Accounts – The official school accounts maintained and monitored by school site administrators and/or designed employees.
- C. School-Related Accounts – Those maintained and monitored by a designated school site employee (i.e., clubs, classes, sports, activities, etc.)
- D. Individual Accounts – Those maintained and monitored by a single person:
 - a. Personal: Those created with personal e-mail address
 - b. Professional: Those created with a District e-mail address.

Requisite Authorization:

Authorization – All official District and School Site Accounts will be created by the Mingus Union High School administration. School sites will be given access to manage and maintain the account as Content Owners. School-Related Accounts, such as clubs, teams, field trips, courses, or other sites associated with Mingus Union High School must be approved by the site administrator prior to creation. Any sites, accounts or pages existing absent prior authorization will be subject to review, editing and removal. As appropriate, a recommendation for disciplinary action may result. To request permission for a School-Related or Individual Professional Account, please submit the Social Media Account Authorization Form and identify a "Content Owner," or individual responsible for performing regular monitoring and maintenance of the account. The form can be obtained from the Mingus High School principal or District administrators.

Foundation and PTA Sites – Authorized school digital communications shall maintain a clear separation from their school foundation or parent-teacher group. However, a link to the school foundation or parent-teacher group account is permissible.

District and School Logos – The use of the Mingus Union High School District and school site logo(s) on a social media site must be approved by a District administrator.

General District Sites and Accounts – The District's general social media sites will be managed by District administrators. Duplicate, unofficial sites shall be reported and investigated

Sponsors and Advertising – Sponsor logos are permissible on District-related websites or social media accounts with the prior approval of a District administrator and must align with District Policies KHB and KHC.

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All official District, school, school-related, and professional social media accounts shall receive prior approval from the appropriate District administrator before being created.

District, school, and school-related social media accounts shall identify a Content Owner who is responsible for the regular monitoring and maintenance of the account.

School-related accounts, including clubs, classes, athletics, activities, field trips, organizations, or other District-sponsored programs, must receive administrative approval prior to creation.

Any unauthorized District-related social media account may be subject to review, modification, or removal. Employees who create or maintain unauthorized accounts may be subject to disciplinary action in accordance with Governing Board policy.

Employees requesting authorization to establish a professional or school-related account shall complete the District's Social Media Account Authorization Form and identify the designated Content Owner.

Foundation and Parent Organization Accounts

Authorized District social media accounts shall maintain a clear separation from school foundation, booster club, parent-teacher organization, or similar community organization accounts. Links to these organizations are permitted when approved by the District.

District and School Logos

District names, logos, trademarks, mascots, or other intellectual property shall not be used on any social media account without prior approval from the Superintendent or designee.

District and School Accounts

Official District and school social media accounts shall be maintained by authorized District personnel. Duplicate or unauthorized accounts representing the District or its schools shall be reported to the District for review and appropriate action.

Sponsors and Advertising

Sponsor logos, advertisements, acknowledgments, or promotional materials may be displayed only with prior District approval and shall comply with Governing Board Policies KHB and KHC.

Account Creation

District, school, and professional social media accounts shall be created using a District-issued email address. School-related social media accounts shall be approved by the appropriate administrator prior to creation and shall be accessible to the designated Content Owner and appropriate District administrator. Individual personal social media accounts shall be created using a personal email address. Professional social media accounts are intended solely for District-related business and shall be maintained in accordance with Governing Board policy and administrative regulations.

Maintenance and Monitoring Responsibilities

Content Owners are fully responsible for regular monitoring of the site, appropriate online

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conduct, adhering to the District's policies and procedures, and maintaining official presences on social media sites as follows:

- A. Content must conform to all applicable state and federal laws, as well as all District Governing Board policies and administrative procedures
- B. Posts will be removed, and users may be banned permanently if they violate any of the guidelines listed below.
- C. While this is an open forum, it's also a family-friendly one. Please keep your comments and posts appropriate.
- D. Do not post graphic, obscene, explicit or racial comments. We also do not allow comments that are abusive, hateful, and vindictive or intended to defame anyone or any organization. Do not post any solicitations (ex.: asking users to "like" your Facebook page, visit your website, sign a petition)
- E. Do not post non-school/District-related advertisements, prize contests or giveaways.
- F. Apparent spamming or trolling will be removed and may cause the author(s) to be blocked from the page without notice.
- G. Do not post copyrighted or trademarked images or graphics. Imagery posted should be owned by the user.
- H. Do not post comments, photos or videos that suggest or encourage illegal activity
- I. Do not post political propaganda.

Any approved school-related social media accounts outside of those created and monitored by the District shall include the following text in the profile information when possible:

- A. "Views expressed on this account do not reflect the views of, nor are endorsed by, the Mingus Union High School District."
- OR, if space is limited,
- B. "Views expressed are my/our own."

Smoking by Staff Members - Policy GBED

The possession or use of tobacco products, tobacco substitutes, electronic cigarettes, other chemical inhalation devices, or vapor products is prohibited in the following locations:

- A. School grounds.
- B. School buildings.
- C. School parking lots.
- D. School playing fields.
- E. School buses or District vehicles.
- F. Off-campus school-sponsored events.

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Drug-Free Workplace - Policy GBEC and Regulation GBEC-R

No employee shall violate the law or District policy in the manufacture, distribution, purchasing, dispensing, possession, or use, on or in the workplace, of alcohol or any dangerous drug, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, precursor chemical or any other controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 CFR 1308.11 through 1308.15.

Staff and Political Activities - Policy GBI

The Board recognizes the right of its employees, as citizens, to engage in political activity. However, District personnel or Board members may not spend or use District funds, accounts, credit, equipment (including copiers, computers, printers, telephones, mailboxes, postage, webpages, newsletters, email, etc.) staff or communications networks for influencing the outcome of elections.

A staff member, a person acting on behalf of the District or a person who aids another person acting on behalf of the District shall be guided by the following:

- A. No employee, while on duty, shall engage in political activities upon property under the jurisdiction of the Board.
- B. The prohibition on the use of public resources to influence the outcome of bond, budget override and other tax-related elections includes the use of School District-focused promotional expenditures that occur after an election is called and through election day. This prohibition does not include routine School District communications which are messages or advertisements that are germane to the functions of the School District and that maintain frequency, scope and distribution consistent with past practices or are necessary for public safety.
- C. Campaigning and other election activities must be done in off-duty hours, when not working in an official capacity or representing the District, and without the participation of District employees or students acting in the capacity of District or school representatives.
- D. Invitations to participate in election activities on a given campus, except when extended by groups leasing or using school facilities, shall be permitted only when such invitations are to all candidates for the office. The rental use of District property by a private person or entity that may lawfully attempt to influence the outcome of an election is permitted if it does not occur at the same time and place as a related District-sponsored forum or debate.
- E. Political circulars or petitions may not be posted or distributed in school.
- F. The collection of campaign funds and/or the solicitation of campaign workers is prohibited on school property.
- G. Students may not be given written materials to influence the outcome of an election or to

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advocate support for or opposition to pending or proposed legislation.

- H. Students may not be involved in writing, addressing or distribution of material intended to influence the outcome of an election or to advocate support for or opposition to pending or proposed legislation.

Background Record Check - Policy GCF, Regulation GCF-R, Policy GCFC

It shall be the policy of the District to employ and retain the best qualified personnel. This will be accomplished by giving careful consideration to qualifications and by providing competitive salary schedules and wages within the financial capability of the District, adequate facilities, and good working conditions.

The Board approves the employment of all employees but may assign to the Superintendent the process of recruiting and selecting staff members. In carrying out this responsibility, the Superintendent may involve other staff members as needed. All personnel selected for employment must be recommended by the Superintendent and approved by the Board.

Criteria

The Board adopts the following general criteria, which shall be utilized in the selection process for initial employment:

- A. There will be no discrimination due to race, color, religion, sex, age, national origin, disability or any other basis prohibited by law in the hiring process of an otherwise qualified individual.
- B. Candidates for all positions shall be mentally and physically qualified for and have the education and/or training necessary to perform the instructional duties or functions for which they have applied.
- C. Each candidate for a certificated position shall provide evidence of meeting state requirements for certification.
- D. Each candidate shall be requested to complete a consent-and-release form regarding conduct of a background investigation.
- E. A "background investigation" - consisting of communication with the applicant's (or employee's) former employer that concerns education, training, experience, qualifications, and job performance for the purpose of evaluation for employment - shall be conducted on each individual to be considered for a recommendation of employment. Forms developed for this purpose are to be used.
- G. Information obtained about an employee or applicant for employment by the District in the performance of a background investigation, including any records indicating that a current or former employee of a school or school district was disciplined for violating policies of the School District Governing Board pursuant to A.R.S. 15-153, may be retained by that district and may be provided to any school district or other public school that is performing a background investigation.
- H. Any employee's misstatement of fact that is material to qualifications for employment or the determination of salary shall be considered by the Board to constitute grounds for dismissal.

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Fingerprints and Criminal History

Noncertificated Applicants

The District reports to the Superintendent of Public Instruction on June 30 and December 31 the number of applicants hired prior to the completion of a fingerprint check or the issuance of a fingerprint clearance card and the number of applicants for whom fingerprint checks or fingerprint clearance cards have not been received after one hundred twenty (120) days and after one hundred seventy-five (175) days of hire.

The District may provide information received as a result of a fingerprint check required by A.R.S. 15-512 to any other school district if requested to do so by the person who was the subject of the fingerprint check or communicate to any school district if requested to do so by the person who applied for a fingerprint clearance card whether the person has been issued or denied a fingerprint clearance card. A copy of any written communication regarding employment must be sent by the employer providing the information to the former employee's last known address.

The Superintendent of Public Instruction may also impose any additional conditions or restrictions deemed necessary.

Criminal History

Any person who permits unauthorized access to criminal history record information, releases criminal history record information, or procures the release or uses criminal history record information other than in accord with A.R.S. 41-1750 is guilty of a Class 6 felony.

The Board has the legal responsibility of approving the employment of all employees. While this responsibility cannot be waived, the Board assigns to the Superintendent the process of recruiting staff members. In carrying out this responsibility, the Superintendent may involve other staff members as needed. All personnel selected for employment must be recommended by the Superintendent and approved by the Board. The Board adopts the following general criteria, which shall be utilized in the selection process for initial employment:

- A. There will be no discrimination in the hiring process due to race, color, religion, sex, age, national origin, disability, or real or perceived sexual identify of an otherwise qualified individual.
- B. Professional Candidates:
Shall be qualified for and the training necessary to perform the instructional duties or functions for which they have applied.

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EMPLOYEE RELATIONS AND DISCIPLINE PROCEDURES

Discipline, Suspension, and Dismissal of Professional Staff - Policy GCQF

Certificated staff members may be disciplined for infractions that include, but are not limited to, those items listed in Board Policy GCQF-RA, and GCQF-RB.

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

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

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

General provisions for discipline are as follows:

Informal consultation. Nothing contained herein will limit a supervising administrator's prerogative to engage in informal consultation with a certificated employee to discuss matters of concern related to the employee's performance, conduct, et cetera; however, when it is apparent that disciplinary action toward a certificated employee is likely to become a part of the certificated staff member's personnel record as permitted by A.R.S. 15-341, the procedures outlined herein shall be followed.

- A. Persons authorized to impose discipline. Any supervising administrator who is the immediate or primary supervisor of a certificated staff member is authorized to impose a

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penalty or penalties, short of dismissal. Only the Board may dismiss a certificated staff member.

- B. Notice. Any person who is required by this policy to give written notice to any other person affected by this policy may do so by any means reasonably calculated to give the recipient actual knowledge of the notice within a reasonable amount of time. When time is calculated from the date a notice is received, the notice is deemed to be received on the date it is hand-delivered or three (3) calendar days after it is placed in the mail.
- C. Administrative discretion. In adopting these policies and procedures, it is the intention of the District that they be interpreted and applied in a reasonable fashion. The policies and regulations are not intended to restrict or eliminate the discretion traditionally afforded to supervising administrators to determine whether discipline is appropriate.

Supervising administrators are therefore directed to continue to use reasonable discretion in determining whether a particular alleged violation merits discipline.

- A. Right not to impose discipline. The District reserves the right not to discipline a certificated staff member for conduct that violates this policy.
- B. Definition of workdays. For the purposes of this policy, a workday is any day that the District's central administrative office is open for business.
- C. Additional reasons for discipline. A certificated staff member may be disciplined for conduct that has occurred but that, at or near the time of misconduct, was not the subject of or identified as a reason for a specific proceeding under this policy.

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

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

Step 1 - Notice:

Step 2 - Discipline Hearing:

Step 3 - Decision (in writing):

Step 4 - Appeal:

Not all administrative actions regarding a certificated staff member are considered "discipline," even though they may involve alleged or possible violations by the certificated staff member.

This policy addresses only discipline and has no application to any of the following:

- A. The certificated staff member evaluation procedure or the resulting evaluations as they pertain to the adequacy of the certificated staff member's classroom performance.
- B. Letters or memorandums directed to a certificated staff member containing directives or instructions for future conduct.
- C. The placement of the staff member on paid administrative leave.
- D. Counseling of a certificated staff member concerning expectations of future conduct.

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- E. Nonrenewal of a contract of a certificated staff member employed by the District for less than the major portion of three (3) consecutive school years (non-continuing certificated staff member).

Decision

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

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

Actions Not Covered

This regulation, under A.R.S. [15-341](#), does not apply to dismissal of a certificated staff member except to the extent that the Board may find, subsequent to dismissal proceedings, that a lesser form of discipline as set forth in Policy GCQF and this regulation should be imposed.

Not all administrative actions regarding a certificated staff member are considered "discipline," even though they may involve alleged or possible violations by the certificated staff member. This regulation addresses only discipline and has no application to any of the following:

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

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

Step 1 - Notice:

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

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Department of Education.

- c. Whenever the statement of charges by the Superintendent alleges immoral or unprofessional conduct as the cause for dismissal, the Board may adopt a resolution to file a complaint with the State Department of Education. Pending disciplinary action by the State Board, the certificated teacher may be reassigned by the Superintendent, or the Governing Board may place the teacher on administrative leave and give notice to the teacher of the administrative leave of absence pursuant to A.R.S. 15-540.
 - d. As used in this policy, immoral conduct means any conduct that is contrary to the moral standards of the community and that reflects an unfitness to perform the duties assigned to the certificated staff member.
- B. The Governing Board, upon adoption of a written statement charging a certificated teacher with cause for suspension without pay or dismissal, may immediately place the teacher on administrative leave of absence and give the teacher notice of the administrative leave of absence.
- C. Written notice of the administrative leave of absence shall be served on the teacher personally or by United States registered mail addressed to the teacher at the teacher's last known address.

Step 2 – Hearing for Suspension Without Pay or Dismissal:

- A. The Governing Board shall decide whether to hold a hearing on the dismissal or suspension of a certificated teacher without pay for a period of time longer than ten
- a. (10) days as provided in A.R.S. 15-541.
- B. The Governing Board may provide, by policy, that all hearings conducted pursuant to this section shall be conducted before a hearing officer.
- C. If the Governing Board decides not to hold a hearing, the Board shall designate a hearing officer to:
- a. hold the hearing,
 - b. hear the evidence,
 - c. prepare a record of the hearing, and
 - d. issue a recommendation to the Board for action.
- D. If the parties cannot mutually agree on a hearing officer, a hearing officer shall be selected by the Governing Board from a list provided by the State Department of Education or the American Arbitration Association.
- E. A hearing held pursuant to A.R.S. 15-541 may not be conducted by any hearing officer having a personal interest which would conflict with the hearing officer's objectivity in the hearing.
- F. The hearing shall be held:
- a. not less than fifteen (15) days, nor

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- b. not more than thirty (30) days.
 - c. after the request is filed, unless all parties to the hearing mutually agree to a different hearing date.
- G. Notice of the time and place of the hearing shall be given to the teacher not less than three (3) days before the date of the hearing.
- H. The teacher may request that the hearing be conducted in public or private.
- I. At the hearing the teacher may appear in person and by counsel, if desired, and may present any testimony, evidence or statements, either oral or in writing, in the teacher's behalf.
- J. An official record of the hearing, including all testimony recorded manually or by mechanical device, and exhibits shall be prepared by the Governing Board or the hearing officer.
 - a. The teacher who is the subject of the hearing may not request that the testimony be transcribed unless the teacher agrees in writing to pay the actual cost of the transcription.
- K. Within ten (10) days after a hearing conducted by the Governing Board the Board shall:
 - a. determine whether there existed good and just cause for the notice of dismissal or suspension and affirm or withdraw the notice of dismissal or suspension.
- L. Within ten (10) days after a hearing conducted by a hearing officer, the hearing officer shall:
 - a. deliver a written recommendation to the Governing Board that includes findings of fact and conclusions.
- M. Parties to the hearing have the right to object to the findings of the hearing officer and present oral and written arguments to the Governing Board.
- N. The Governing Board has an additional ten (10) days to determine whether good and just cause existed for the notice of dismissal or suspension and shall render its decision accordingly, either affirming or withdrawing the notice of suspension or dismissal.

Good and just cause does not include religious or political beliefs or affiliations unless they are in violation of the oath of the teacher.

Additional Provisions and Conditions

During the pendency of a hearing, neither the certificated staff member nor the supervising administrator shall contact the Superintendent or a Board member to discuss the merits of the supervising administrator's recommendation or charges and proposed discipline except as provided by this policy. No attempt shall be made during such period to discuss the merits of the charges with the person designated to act as hearing officer.

The Governing Board shall keep confidential the name of a student involved in a hearing for dismissal, discipline, or action on a teacher's certificate, with exceptions as noted in A.R.S. 15-551.

Amendments. The District reserves the right to amend this policy in any way at any time. Any

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amendment shall have prospective application only.

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

Not all administrative actions regarding a certificated staff member are considered "discipline," even though they may involve alleged or possible policy violations by the certificated staff member. The policies addressed herein refer only to discipline and have no application to any of the following:

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

Discipline, Suspension, and Dismissal of Employees - Policy GCQF

Disciplinary Action

A noncertificated employee may be disciplined for unprofessional or immoral conduct, violation of Policy GCQF, violation of Board policy or regulation, violation of the District's Ethics and Code of Conduct, or other conduct that, in the judgment of the District, warrants corrective/disciplinary action.

The District may impose progressive discipline, up to and including dismissal, that may include verbal or written reprimand, suspension without pay, or other appropriate action.

Term Employee: Process for Suspension Without Pay or Dismissal

If the Superintendent recommends suspension without pay or dismissal of a term employee, a copy of the recommendation shall be delivered to the employee.

The employee may request a hearing within five (5) business days after receipt of the recommendation. If a hearing is requested, the Superintendent shall deliver written notice of the time and place of the hearing and a written statement of the reasons for the recommendation. The notice may also include a list of persons whom the Superintendent expects to testify and a general description of any other evidence that may be presented at the hearing in support of the recommendation.

The hearing shall be conducted by the Governing Board or by a hearing officer designated by the Governing Board within not less than five (5) business days and not more than thirty (30) calendar days after a request for hearing is submitted, unless postponed by agreement of the parties or

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by the Governing Board or hearing officer for good cause.

The employee may be represented at the hearing by counsel, at the employee's expense. The employee shall have the opportunity to present witnesses and other relevant evidence and to question witnesses presented by the District. Formal rules of evidence shall not apply. A record of the hearing shall be made by mechanical or electronic means.

If a hearing officer is used, the hearing officer shall prepare written findings and a disciplinary recommendation for the Governing Board within ten (10) business days after the conclusion of the hearing. The Governing Board shall review the findings and recommendations and render a final decision whether to accept, reject, or modify the hearing officer's findings and/or recommendation.

If the Governing Board conducts the hearing, it shall render a decision within ten (10) business days after the conclusion of the hearing.

If the employee does not timely request a hearing, the employee shall be deemed to have waived the right to a hearing, and the Governing Board may act on the recommendation.

The Governing Board's decision shall be final.

Dismissal

At-will employees. An at-will employee may be dismissed by the Governing Board at any time, subject to applicable law and any written contract. If the Superintendent recommends dismissal of an at-will employee, the recommendation shall be submitted to the Governing Board in writing, and a copy of the recommendation shall be delivered to the employee. The at-will employee may submit a written response to the Governing Board before the Board considers the recommendation. If the at-will employee attends the Board meeting at which the recommendation is considered, the Governing Board may, in its discretion and consistent with applicable law, permit the employee to address the Governing Board concerning the recommendation.

Term employees. A term employee may be dismissed for cause by the Governing Board at any time prior to the expiration of the term of employment.

General Matters

None of the procedures of this regulation shall alter the status of an at-will employee.

Failure to timely request a hearing or otherwise timely respond as provided in this regulation shall constitute a waiver of further review under this regulation.

The filing or pendency of a complaint or other form of grievance under another policy shall not limit or delay action authorized by this regulation unless otherwise required by contract or law.

This regulation does not apply to:

- A. Nonrenewal of a term employee at the expiration of the employee's contract, unless otherwise expressly provided by contract or law.
- B. Ratings, comments, or recommendations made in the course of an evaluation.

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- C. Letters or memorandums directed to a support staff member containing directives or instructions for future conduct.
- D. Placement on administrative leave.
- E. Counseling of a support staff member concerning expectations of future conduct.
- F. Directives or supervisory instructions regarding future conduct or performance.

Grievance Procedures and Board communications with Staff members - Policy GBK, GBK-R, and BHC

Official communication between the Board and employees will occur as follows:

- A. An employee will first communicate on school- or employment-related matters at the administrative level. Any employee who exhausts the opportunity of discussing a matter at the various administrative levels may then communicate in writing with the Board on the matter. No anonymous communication will be considered by the Board.
- B. Any employee who wishes to address the Board in the employee's capacity as a parent, District resident, or individual, rather than as an employee, may do so by following the procedures in Policies BEDH and BHD.
- C. Official communications, policies, directives, Board concerns, and Board action(s), as appropriate, will be communicated to employees by the Superintendent.

Effective communication between District employees, the administrative staff, and the Board is essential for proper operation of the schools. The Governing Board, therefore, authorizes the Superintendent to establish a grievance procedure for employees as the prescribed means of resolving grievances at the earliest date and the lowest possible administrative level.

Definition of Grievance

A grievance is a complaint by a District employee alleging a violation or misinterpretation of a District policy or regulation that directly and specifically governs the employee's terms and conditions of employment.

The term grievance does not apply to any matter for which the method of review is prescribed by law or for which the Governing Board lacks authority to act. Suspension or dismissal of employees is not a grievable matter. Assignment, reassignment, or transfer of an employee is not grievable beyond the Superintendent unless there is a reduction in compensation or the Superintendent requests Governing Board review.

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

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Formal Level

Level I. Within fifteen (15) business days after the employee knew, or should have known, of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate supervisor.

The grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, a citation of the specific article, section, and paragraph of the policy or regulation that directly and specifically governs the employee's terms and conditions of employment that are alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate a decision to the employee in writing within five (5) business days after receiving the grievance.

Within the above time limits either party may request a personal conference to attempt to resolve the matter.

Level II. In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed to the Superintendent within five (5) business days after receipt of the decision.

The appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for appeal. The Superintendent shall communicate a decision within (5) business days after the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits.

Level III. If the grievant is not satisfied with the decision at Level II, the grievant may, within five (5) business days, submit an appeal in writing to the Superintendent for consideration by the Governing Board. The Governing Board shall review the grievance and issue a response within fifteen (15) business days following such review. The decision of the Governing Board shall be final.

MANDATORY REPORTING

Reporting Child Abuse/Child Protection (Mandatory Reporting) Policy JLF and Regulation JLR-R

Any school personnel or any other person who has responsibility for the care or treatment of a minor and who **reasonably believes** that a minor is or has been the victim of physical injury, abuse, child abuse, a reportable offense or neglect that appears to have been inflicted upon the minor by other than accidental means or that is not explained by the available medical history as being accidental in nature or who reasonably believes there has been a denial or deprivation of necessary medical treatment or surgical care or nourishment with the intent to cause or allow the death of an infant who is protected under A.R.S. 36-2281 shall immediately report or

cause reports to be made of such information to a **peace officer or to the Department of Child Safety (DCS)** of the Department of Economic Security, except if the report concerns a person who does not have care, custody, or control of the minor, the report shall be made to a **peace officer only**. Such reports shall be made immediately either electronically or by telephone. A report to a School Resource Officer (SRO) or School Safety Officer does not satisfy the reporting requirements of Arizona law. Reports must be made directly to law enforcement or the Department of Child Safety as required by law

You form a “Reasonable Belief” when:

- A. A child discloses to you information indicating sexual or physical abuse or neglect.
- B. A child has unexplained injuries or an explanation that is inconsistent with the injuries that lead you to suspect abuse.
- C. A third party discloses information that gives you reason to believe abuse or neglect has occurred.
- D. Reasonable belief **does not** require certainty!

Suspected child abuse can be made known to a mandated reporter by three different means:

- A. A child self discloses abuse to a mandated reporter.
- B. Observation of injury or unusual behavior.
- C. Third party report of abuse or a “reportable offense”.

Abuse means the infliction or allowing of physical injury, impairment of bodily function, or disfigurement, or the infliction of or allowing another person to cause serious emotional damage as evidenced by severe anxiety, depression, withdrawal, or untoward aggressive behavior, and which emotional damage is diagnosed by a medical doctor or psychologist pursuant to A.R.S. 8-821, and which is caused by the acts or omissions of an individual having care, custody, and control of a child. *Abuse* shall include inflicting or allowing sexual abuse pursuant to A.R.S. 13-1404, sexual conduct with a minor pursuant to A.R.S. 13-1405, sexual assault pursuant to A.R.S. 13-1406, molestation of a child pursuant to A.R.S. 13-1410, commercial sexual exploitation of a minor pursuant to A.R.S. 13-3552, sexual exploitation of a minor pursuant to A.R.S. 13-3553, incest pursuant to A.R.S. 13-3608, or child prostitution pursuant to A.R.S. 13-3212.

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Child, youth, or juvenile means an individual who is under the age of eighteen (18) years.

Abuses classified by statute as "**reportable offenses**" are:

- A. Indecent exposure [A.R.S. 13-1402]
- B. Public sexual indecency to a minor [A.R.S. 13-1403]
- C. Sexual abuse [A.R.S. 13-1404]
- D. Sexual conduct with a minor [A.R.S. 13-1405]
- E. Sexual assault [A.R.S. 13-1406]
- F. Molestation of a child [A.R.S. 13-1410]
- G. Furnishing items that are harmful to a minor via the Internet [A.R.S. 13-3506.01]
- H. Surreptitious photographing, videotaping, filming, or digitally recording or viewing of a minor [A.R.S. 13-3019]
- I. Incest [A.R.S. 13-3608]
- J. Child prostitution [A.R.S. 13-3212]
- K. Commercial sexual exploitation of a minor [A.R.S. 13-3552]
- L. Sexual exploitation of a minor (concerning visual depiction of a minor engaged in exploitive exhibition or other sexual conduct) [A.R.S. 13-3553]
- M. Luring a minor for sexual exploitation [A.R.S. 13-3554]
- N. Admitting a minor to public displays of sexual conduct [A.R.S. 13-3558]

The Arizona Department of Economic Security, Division of Children, Youth and Families, has determined that all mandated reporters may now electronically submit non-emergency reports via a secure online reporting website. Non-emergency reports are those in which a child is not at immediate risk of abuse or neglect that could result in serious harm. Mandated reporters will be able to submit non-emergency reports twenty-four (24) hours a day without wait times.

All reports made via the online website will *require the person making the report (reporting source) to provide contact information*. A representative from the Child Abuse Hotline may contact the source for additional information, if necessary. This process will make it more convenient to meet the mandated reporting requirements and help ensure child safety.

All *emergency situations* where a child faces an immediate risk of abuse or neglect that could result in serious harm *must* still be reported by **calling 911 or 1-888-SOS-CHILD (1-888-767-2445)**. If a reporting source is unsure as to whether or not the report is an emergency situation, the reporting source should call the Child Abuse Hotline to make a report.

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Any concerns for the safety of a child due to abuse, neglect or abandonment, *must be reported*, by:

Calling 1-888-SOS-CHILD (1-888-767-2445),

TDD (telecommunications device for the deaf): 602-530-1831 (1-800-530-1831), or

Submitting *non-emergency* concerns via the Online Reporting Service for Mandated Reporters at <https://dcs.az.gov/about/contacts> (effective November 2013).

Pursuant to A.R.S. 13-3620, such reports shall contain, if known:

- A. The names and addresses of the minor, the parents, or the person or persons having custody of such minor, if known.
- B. The minor's age and the nature and extent of the minor's abuse, child abuse, or physical injuries or neglect, including any evidence of previous abuse, child abuse, physical injury or neglect.
- C. Any other information that such person believes might be helpful in establishing the cause of the abuse, child abuse, physical injury or neglect.
- D. Students identified as potential victims of a reportable offense may only be interviewed in accordance with county protocols established pursuant to Arizona law. School personnel shall cooperate with authorized law enforcement and Department of Child Safety investigations

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

When a Department of Child Safety caseworker visits a school to interview a student, the caseworker must present Department of Child Safety identification. School personnel may verify the caseworker's identity but may not maintain a copy of the caseworker's personal identification.

A report is not required under A.R.S. 13-3620 for conduct prescribed by A.R.S. 13-1404 and 13-1405 if the conduct involves only minors who are fourteen (14), fifteen (15), sixteen (16) or seventeen (17) years of age and there is nothing to indicate that the conduct is other than consensual.

A report is not required if a minor is of elementary school age, the physical injury occurs accidentally in the course of typical playground activity during a school day, occurs on the premises of the school that the minor attends and is reported to the legal parent or guardian of the minor and the school maintains a written record of the incident. The school will maintain a written record of the physical injury as part of the student's health file as required by Arizona

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State Library, Archives and Public Records (ASLAPR).

A person who fails to report abuse as provided in A.R.S. 13-3620 is guilty of a class 1 misdemeanor, except if the failure to report involves a reportable offense, the person is guilty of a class 6 felony.

Each school shall post in a clearly visible location information regarding child abuse reporting, including the Child Abuse Hotline telephone number, instructions to call 911 in emergencies, and directions for accessing Department of Child Safety reporting resources

Any certificated person or Governing Board member who reasonably suspects or receives a reasonable allegation that a person certificated by the Department of Education has engaged in conduct involving minors that would be subject to the reporting requirements of A.R.S. 13-3620 shall report or cause reports to be made to the Department of Education in writing as soon as is reasonably practicable but not later than three (3) business days after the person first suspects or receives an allegation of the conduct.

Any school employee who has orally reported to DCS or a peace officer a reasonable belief of an offense to a minor must provide written notification to the principal of the oral report not later than the next workday following the making of the report.

Remember:

- A. You are a Reporter, not an investigator!! Your name is always kept Confidential.
- B. A mandated reporter who does not report a sexual offense can be charged with a Class 6 Felony.
- C. A mandated reporter who does not report another type of abuse can be charged with a Class 1 Misdemeanor.

TITLE IX SEXUAL HARASSMENT

Sexual Harassment and Title IX - Policy ACA and ACAA

All individuals associated with this District, including, but not necessarily limited to, the Governing Board, the administration, the staff, and students, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment.

Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964.

The Equal Employment Opportunity Commission defines "sexual harassment" as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment; or
- B. Submission to or rejection of such conduct is used as a basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of substantially interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include, but is not limited to:

- A. Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding or blocking movement, leering, gestures, or display of sexually suggestive objects, pictures, or cartoons.
- B. Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment.)
- C. Implying or withholding support for an appointment, promotion, or change of assignment; suggesting that a poor performance report will be prepared; suggesting that probation will be failed.
- D. Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee.
- E. Offering or granting favors or employment benefits, such as promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, et cetera, in exchange for sexual favors.

Anyone who is subject to sexual harassment, or who knows of the occurrence of such conduct, should inform the compliance officer, as provided in ACA-R.

A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action.

All matters involving sexual harassment complaints will remain confidential to the extent possible.

Title IX of the Federal Education Amendments Act protects people from discrimination based on sex

Mingus Union High School District

in education programs or activities that receive Federal financial assistance. The District does not discriminate on the basis of sex and is required by Title IX not to discriminate in such a manner. The District adheres to all conditions established by Title IX by recognizing the right of every student who attends school in the District and every employee who works in the District to do so without the fear of sexual harassment.

The District accepts and shall employ the definition of sexual harassment as established by the Title IX regulations. Sexual harassment means conduct on the basis of sex that satisfies one (1) or more of the following:

- A. An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
- B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- C. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Any person may report sex discrimination, including sexual harassment, regardless of whether the person reporting is the person alleged to be the victim of the reported conduct or not. A report may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator. The District shall notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator.

Retaliation Prohibited

Neither the District nor any person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has in good faith made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing. Intimidation, threats, coercion, or discrimination, including charges against an individual for violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

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Employee Handbook Acknowledgment and Receipt 2026-2027

I have received an electronic or physical copy of, or as an alternative, I have been provided instruction as to where I can find the Mingus Union High School District Employee Handbook.

The employee handbook describes important information about the Mingus Union High School District, and I understand that I should consult my immediate supervisor or the District Office regarding any questions not answered in the handbook. I have entered into my employment relationship with Mingus Union High School District voluntarily and acknowledge that District policies are framed and intended to be interpreted within the context of applicable laws and regulations. Changes in the laws and agency rules, as well as in the needs, conditions, purposes, and objectives of the District may result in revisions, deletions, and additions to the policies. Therefore, to the extent permitted or required by law, District personnel policies may be modified, amended, or repealed at any time as the Board determines to be in the best interest of the District.

No person shall be deemed to have a vested right to continuing employment or benefits associated with District employment except as may be required by law and provided in the respective employee's written contract or employment agreement.

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with Mingus Union High School District. By distributing this handbook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that any and all policies and practices may be changed at any time by Mingus Union High School District and the District reserves the right to change my hours, wages and working conditions at any time as permitted by state law and District policy. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies.

I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee's Name

Date

****TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**