PROFESSIONAL AGREEMENT

For 2019-2020

Preparing Every Student for Success in College, Career and Life

Phoenix Union High School District No. 210

9/2019
Statement of Non-Discrimination
The Phoenix Union High School District does not discriminate on the basis of race, color, religion, national origin, sex, disability, age, sexual orientation, gender identity, gender expression or immigration status in admission and access to its programs, services, activities, or in any aspect of their operations and provides equal access to the Boy Scouts and other designated youth groups. The lack of English language skills shall not be a barrier to admission or participation in the District's activities and programs. The Phoenix Union High School District also does not discriminate in its hiring or employment practices. The following employees have been designated to handle inquiries regarding the non-discrimination policies:

**Title IX Coordinator**
Ms. Mary Lou Chavez, Executive Director, Talent  
4502 N. Central Ave  
Phoenix, AZ 85012  
(602) 764-1539  
mchavez1@phoenixunion.org

**Section 504 Coordinator**
Ms. Wendy Collison, ESS Director  
4502 N. Central Ave  
Phoenix, AZ 85012  
(602) 764-1025  
collison@phoenixunion.org

For further information on notice of non-discrimination, visit [http://wdcrrobcolp01.ed.gov/cfapps/OCR/contactus.cfm](http://wdcrrobcolp01.ed.gov/cfapps/OCR/contactus.cfm) for the address and phone number of the office that serves Arizona, or call 1-800-421-3481.

Aviso Contra la Discriminación
Phoenix Union High School District no discrimina en base a la raza, el color, la religión, el origen nacional, el sexo, la discapacidad, la edad, orientación sexual, identidad de género, expresión de género o estatus migratorio para la admisión y su acceso a sus programas, servicios, actividades, o en cualquier aspecto administrativo, y proporciona un acceso igualitario a los Boy Scouts y otros grupos de jóvenes designados. La falta del conocimiento del idioma inglés no deberá ser una barrera para la admisión o participación en cualquiera de las actividades o los programas del Distrito. Phoenix Union High School District tampoco discrimina en sus prácticas de empleo y contratación. Los siguientes empleados han sido designados para manejar las preguntas sobre las políticas contra la discriminación:

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Para más información sobre el aviso contra la discriminación, visite [http://wdcrrobcolp01.ed.gov/cfapps/OCR/contactus.cfm](http://wdcrrobcolp01.ed.gov/cfapps/OCR/contactus.cfm) para la dirección y el número de teléfono de la oficina que da servicio a Arizona o llame al 1-800-421-3481.
GOVERNING BOARD
Ms. Stephanie Parra, President
Ms. Lela Alston, Clerk
Mr. Ian Danley, Member
Mr. Steve Gallardo, Member
Ms. Laura Pastor, Member
Ms. Stanford Prescott, Member
Ms. Naketa Ross, Member

INTEREST BASED NEGOTIATIONS TEAM
Michelle Gayles
Chief Strategy Officer
Sherry Celaya
Chief Financial Officer
Laura E. Telles
Executive Director
Phillip Wooley
Administrators Association, President
Irene Diaz
Student Discipline, Safety and Security Director
Melissa Jackson
CTE & Magnets Director
Michael Gard
Assistant Principal
Eric Kemp
Principal
Bryan Henderson
Operations and Transportation
Keith Brazier
Assistant Principal
Mary Lou Chavez
Talent Executive Director
Cynthia Tercero
Support Services Administrator
Resha Gentry-Balance, CTA President
April Coleman, CTA Vice President
Caron Stice, CTA
Estaban Flemons, CTA
Dan Hull, CTA
Patrick Looper, CTA
Rob Melendez, CTA
Caron Stice, CTA
Melody Bach, CEA
Frank Bock, CEA
Laymon Collins CEA
Anastasia Jimenez, CEA
Vanessa Jimenez, CEA President
Reginald Martinez, CEA
Adalberto Nido, CEA

CLASSROOM TEACHERS’ ASSOCIATION OFFICERS 2019-2020
April Coleman, President
Estaban Flemons, Vice President
Praphul Nidarum, Secretary
Lorelei Andersen, Treasurer
# Professional Agreement

2019-2020

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PROC. 1
PROCEDURES
INDIVIDUAL EMPLOYEE RIGHTS

**Equal Employment Practices**
Employees shall be entitled to full rights as required by local, state, and federal laws. There shall be no disciplinary action or other discrimination against any employee on the grounds of race, age, creed, religion, sex, national origin, ethnic identity, marital status, disabling condition, or any other characteristic or political activity that is not directly related to job performance. This extends to recruitment, selection, wages, benefits, tenure, promotions, training programs, use of District facilities, terminations, layoffs, recalls, and all other terms, conditions and privileges of employment.

**Practices Prohibited**
The following employment practices are prohibited:
1. Administration of any test or other criteria which has a disproportionately adverse effect on persons, unless it is a valid predictor of job success;
2. Recruitment of employees from entities which furnish as applicants only or predominantly members of one group, if such action has the effect of discriminating on the basis of that group;
3. Establishment of rates of pay which discriminate;
4. Classification of jobs as being for males or females or other discriminatory notations;
5. Provision of fringe benefits on any discriminatory basis;
6. Any action based on marital or parental status. Pregnancies are considered temporary disabilities for all job-related purposes and shall be accorded the same treatment by the District as are all other temporary disabilities. No inquiries shall be made by the District in job applications as to the marriage status of an applicant. Inquiry may be made as to sex of a job applicant for employment if it is made of all applicants and is not a basis for discrimination;
7. Any expression of preference, limitation, or specification, unless it is a bona fide occupational qualification for the particular job in question, shall be prohibited in employment advertising.

**EMPLOYEES RIGHT TO REPRESENTATION**
Any employee may bring a representative to a meeting unless instances where federal and state law may be violated.

**DUE PROCESS FOR EMPLOYEE DISCIPLINE**

**Discipline Without Just Cause Prohibited**
The Employee Conduct/Discipline Regulation GCQF-R Language shall ensure appropriate due process procedures for employee conduct and discipline.

**EMPLOYEE FILES**
A. The district shall maintain one official personnel file for each employee. Such file shall exist in the Talent Division Office.
   All materials placed in the employee’s file and originating within the District shall be available to the employee for review upon requests in the presence of the person(s) responsible for keeping the files, except as provided below:
   All references and information originating outside the District on the basis of confidentiality, and references and information obtained within the District in the process of recommending the
An employee for employment or change in position shall not be available for inspection by the employee. Material originating within the District and which is derogatory to an employee’s conduct, service, character or personality shall not be placed in an employee’s file unless the employee has had an opportunity to read the material. The employee shall acknowledge that s/he has read such material by affixing his/her signature on the actual copy to be filed. The signature does not necessarily indicate agreement with the content of the material. The employee shall have the right to answer any materials filed. His/her answer shall be submitted to the principal/supervisor and forwarded to the superintendent or designee, who shall attach it to all file copies. The employee shall have the right to submit material for his/her file. This material shall be submitted to the principal/administrator/supervisor and forwarded to the superintendent or designee, who shall place all relevant material in the employee’s file. Submitted material not placed in his/her file shall be returned to the employee.

B. An employee may be accompanied by an association representative during a file review.
C. The contents of the employee’s personnel file are strictly confidential and shall not be released to any person or agency without written consent of the employee except as provided in Arizona statutes. In addition, copies of the assessment and evaluation of an employee are confidential and shall not be released or shown to any person except as permitted by statute, required by court order, or by administrators reviewing files.
D. Documents may be duplicated and stored in a working file in the office of the Principal/Supervisor. The contents of the working file will be available for employee review under the same conditions as previously listed. Any documents unsigned by the teacher shall be removed upon the teacher’s request.

ACADEMIC FREEDOM
Academic freedom shall be guaranteed to employees in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time and which maintains an atmosphere conducive of study, investigation, presentation and interpretation of facts which stress the interplay of ideas.

A. The teacher has the right to express his/her point of view provided the students understand that it is his/her opinion and not to be accepted by them as an authoritative statement. The teacher is responsible for exercising judgement in selecting for objective analysis those relevant issues which contribute to the maturity and understanding of the students involved.

B. Therefore, each teacher:
   1. Has the freedom to select materials which are supposed of stated instructional objectives and,
   2. Has the responsibility of meeting the needs of students within prevailing District, community and state standards.

EMPLOYEE ASSISTANCE
In the case of an assault upon an employee or a complaint or suit by third parties as a result of action taken by the employee while performing his/her duties, the District shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. In the event of a physical injury to an employee as the result of student conflict, intentional or
unintentional, or injury to an employee as a result of intentional acts by third parties arising from an action taken by the employee while performing his/her duties, the District shall:
A. Provide seven consecutive work days of leave (not to be charged against sick leave) with doctor’s verification.
B. Exclude mental illness and stress from this policy.
C. If more than seven days is required, a committee will be convened to determine the length of allowable leave on a case by case basis. In the interim, employee shall use his/her leave days which may be reimbursed pending the committee’s decision. The committee will be comprised of the following:
   1. Two doctors or their reports (District at District’s expense; employee at employee’s expense)
   2. President of whichever employee group involved
   3. Campus representative
   4. Employee’s supervisor
   5. Appropriate administrative director
   6. Employee benefits specialist

Committee should not discriminate based on whether employee has short term disability or sick leave accrued.

The maximum leave days allowed under this policy will be 90 days. The committee’s decision is advisory to the Superintendent who makes the final decision as to the length of the approved leave. The decision of the Superintendent is not grievable or appealable. Any procedural violation of this Operational Procedure is grievable.

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS
An employee shall have the right to decide whether or not to join any particular professional organization without coercion from any administrator or fellow employee. No employee shall be discriminated against by reason of his/her membership in any representative group, or participation in any grievance or other proceeding with respect to any conditions of employment.

EMPLOYEE PRIVACY RIGHTS
Employee Lists
List of employee names and addresses will not be released.

SPECIAL STUDENT PROBLEMS
Student Discipline
A. Whenever it appears, in the teacher’s opinion, that a particular student is a continuing disruptive influence in a class, and the student requires professional attention, other than that provided by his/her classroom teachers and counselors, the principal/designee will take reasonable steps to arrange for appropriate assistance which may include removal from the class.
B. If the continued presence of a student in class in unacceptable to the teacher, the student shall be excluded from the class for the remainder of the period with the appropriate transmittal slip to the designated administrator. The teacher shall furnish the designated administrator with the full particulars of the incident as promptly as his/her teaching obligation will permit.
C. Each referral to the designated administrator shall be in writing. This information shall be furnished on a District form with a copy to be retained by the teacher and a copy to be returned to the teacher indicating the action taken. The designated administrator may request a conference with the teacher.

D. A teacher shall be provided with the opportunity to be included in conferences between parents and the administration when the conferences pertain to the teacher’s relationship with one of his/her students.

E. If the teacher has not received a response with three work days after the submission of the referral, the teacher shall contact the appropriate designated administrator concerning the status of the referral.

F. If, after another three workdays following this contact, the teacher has not received a response to his/her referral and/or inquiry, the teacher may file a complaint with the Campus Committee.

G. After a first and/or second referral, a conference with the teacher, the parent and the designated administrator may be held. After a third of subsequent referral by the same teacher during a semester, the class from which the referral came may be closed. A conference involving the teacher, the parent, and the designated administrator must be held immediately. A decision shall be made as to the action to be taken promptly after the conference and all parties shall be notified. Prior to the third referral, if circumstances warrant, the designated administrator may close the class from which the referral came.

H. If a parent requests the teacher to be present at a conference, the teacher must attend, but may request the Instructional leader to be present. Such requests must comply with state and federal law. The conference shall be arranged at a mutually convenient time. Once a teacher has fulfilled his/her responsibility to appear to give direct testimony at a conference requested by a parent, his/her written deposition may suffice in lieu of his/her presence at subsequent conferences relating to the same subject at the option of the principal.

**Student Attendance**

Attendance procedures at each campus shall be implemented and communicated to the staff at the start of each school year. These procedures shall be subject to staff and parent review at the close of each school year. After the yearly review, the procedures will be sent to office of the Administrative Assistant to the Superintendent and the CTA President for their review.

It is not the intent of this proposal to allow grievance of the content of the procedure unless it violates the Professional Agreement.

**Physical and Psychological Problems**

A teacher shall be informed when a student is assigned to his/her class whose history of serious behavior problems indicate that s/he should be given special attention and educational support. Teachers of record for students with an IEP or a 504 Plan will receive copies of the formal plans within a reasonable timeline. Teachers have a legal obligation to refer students to the I-Team if a student continuously exhibits academic and/or behavioral problems, resulting in significant decline in academic success.

Any teacher privileged to this information must adhere to HIPPA and FERPA laws.

**GRIEVANCES**

**Definition of Grievance**

A “grievance” shall mean a complaint by a teacher, or teachers, that there has been a violation, a
misinterpretation, or inequitable application of any of the provisions of the Professional Agreement.

**Definition of an Aggrieved Person**

An “aggrieved person” is a teacher of group of teachers asserting a grievance.

**Definition of a Part of Interest**

A “party of interest” is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.

**Purpose**

The purpose of a grievance procedure is to obtain, at the nearest administrative level, equitable solutions to the problems which may from time to time arise. The Governing Board, administration, and CTA agree that these proceeding will be kept as informal and confidential as may be appropriate at any level of the procedure.

**Informal Discussion**

Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with the educational policies.

**Reprisal Prohibited**

Reprisals shall not be taken against any teacher, any part of interest, any CTA representative or any other participant in the grievance procedure by reason of such participation.

**Acting Superintendent**

In the absence of the Superintendent, the administrator designated as Acting Superintendent may act in place of the Superintendent.

**Time Limits**

A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum. If, at level One, the time limits are not met by the Administration, the grievance will automatically move on to the next level. The time limits specified may be extended by mutual agreement.

B. If a grievance is filed which might not be finally resolved at the level Three under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to a party or parties of interest, the time limits set forth herein shall be reduced so that the Grievance Procedure may be concluded prior to the end of the school year.

C. Failure by the aggrieved person at any level to appear a grievance to the next level within the specified time limits herein shall be deemed to be acceptance of the decision rendered at that level.

**Grievance Procedures**

**Informal Procedure**

A. If a teacher feels that s/he has a grievance, s/he shall first make an effort to resolve the problem informally by discussing the matter with the principal or the educational unit supervisor.

B. In this informal procedure, the teacher may 1) discuss the alleged grievance personally, or 2) request
C. a CTA representative to accompany him/her and request that the CTA act on the teacher’s behalf.

Formal Procedure

Level One – School Principal

A. If an aggrieved person is not satisfied with the outcome of the informal procedure and if s/he wishes to continue processed the grievance, s/he shall present his/her alleged grievance formally in writing to the principal or educational unit supervisor.

B. The aggrieved person or the principal or the education unit supervisor may request a conference prior the rendering of the written decision. The teacher may 1) discuss the alleged grievance personally, or 2) request that a CTA representative act on the teacher’s behalf.

C. The principal or educational unit supervisor, within five (5) days after receipt of the alleged grievance of after the personal conference, shall render a written decision to the aggrieved person with a copy to the appropriate representative of the CTA, unless the teacher submits a personally written request to the principal or supervisor and the unit PR&R representative that the decision not be sent to the CTA representative.

Level Two – Superintendent/Designee

A. If an aggrieved person is not satisfied with the decision concerning the alleged grievance at Level One, s/he may, within five (5) days after the decision is rendered by the principal or supervisor, file the alleged grievance with the CTA.

B. The CTA shall make a judgement on the merits of the alleged grievance. If the CTA decides either that the alleged grievance lacks merit of that the decision at Level One is in the best interest of the District, it shall send written notification to the teacher and the appropriate representative of the CTA. If the CTA decides that the alleged grievance has merit and the decision at Level One is not acceptable, it shall, within ten (10) days after receipt, refer such grievance in writing to the Superintendent.

C. The Superintendent/designee within give (5) days from the receipt of the written grievance shall schedule a meeting with the aggrieved person and the representatives of the CTA for the purpose of resolving the grievance. If the meeting does not occur within fifteen (15) days of receipt of the written grievance, the grievance shall be considered adjudicated in favor of the aggrieved person. The principal or supervisor who was involved at Level One shall be notified and shall attend the meeting. Arguments and documentations of all parties shall be made in writing at the Level Two hearing and copies thereof shall be given to the Superintendent/designee and all interested parties.

D. The Superintendent/designee shall, within five (5) days after this meeting, render a decision in writing to the aggrieved person, the principal or supervisor and the CTA. If the Superintendent chooses not to act within five (5) days, the grievance shall be considered adjudicated in favor of the aggrieved person.

Level Three – Impartial Advisory Arbitration

A. If the aggrieved person in not satisfied with the disposition of his/her grievance at Level Two, s/he may, within five (5) days after the receipt of the Superintendent’s/designee’s decision, request in writing to the appropriate representative of the CTA that the grievance be submitted to arbitration.

B. The CTA shall make judgement on the merits of the alleged grievance. If the Group decides either that the alleged grievance has merit or that the decision at Level Two is not acceptable it shall, within ten (10) days after receipt of the request, submit the grievance to arbitration by so notifying the President of the Governing Board and the Superintendent in writing.

C. The Superintendent/designee and the President of the CTA/designee shall, within five (5) days after the written notice is received, select jointly an arbitrator who is an experienced and impartial person
D. of recognized competence.
E. If the parties are unable to agree upon an arbitrator within five (5) days, the Superintendent/designee and the President of the CTA/designee shall agree to call upon either the American Arbitration Association of the Federal Mediation and Conciliation Service for assistance.
F. The arbitrator shall confer promptly with representatives of the Governing Board and the CTA, shall review the record of prior meetings, and shall hold such further hearings as s/he deems necessary.
G. The arbitrator will have authority to hold hearings and make procedural rules. The recommendations will be issues within a reasonable time after the date of the close of the hearings or, if oral hearings have been waived, from the date the final statements and evidence are submitted to him/her.
H. The arbitrator’s recommendation shall be submitted in writing as soon as possible to the Governing Board, with a copy to the CTA only, and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator’s recommendations shall be consistent with existing statues.
I. The Governing Board shall take official action on the report of the arbitrator within fifteen (15) days after its receipt and shall render its decision in writing to all parties concerned.

General Procedures
A. Any party of interest may be represented at any level of the formal Grievance Procedure by a person, or persons, of his/her own choosing. When a teacher is not represented by the CTA, the CTA shall have the right to be present and to state its views at any level of the formal Grievance Procedure.
B. The CTA may submit any grievance that involves a group or class of employees. If it is limited in effect to one school, the grievance shall be submitted to the principal by the unit char. Any grievance submitted by CTA which involves a group or class of teachers shall be signed by each grievant. If a grievance affects a group of teachers from more than one school, the CTA may submit such grievance in writing directly to the Superintendent, and the processing of such grievances may be commenced at Level Two. The CTA may process such a grievance even though the aggrieved persons do not wish to do so.
C. All written and printed matter dealing with the processing of a grievance will be filed in the Talent Division office separately from the central office personnel files of the participants.
D. At every level of the formal Grievance Procedure, the Governing Board agrees to make available to the aggrieved person and representatives, all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.
E. When it’s necessary at Level Two or Level Three for a representative designated by the CTA to attend a meeting or hearing called by the Superintendent/designee during the school day, the Superintendent’s/designee’s office shall so notify the principal or such CTA representatives, and they shall be released without loss of pay for such times as their attendance is required at such meeting or hearing. The cost of guest teachers shall be shared equally by the Governing Board and the CTA.
F. No grievance shall be recognized by the Governing Board or the CTA unless it shall have been presented at the appropriate level within thirty (30) school days after the knowledge of the occurrence of the condition on which the grievance is based. At no time shall the period of time between the occurrence of the Agreement violation and the filing of the grievance exceed six (6) months. If not so presented, the grievance shall be considered as waived.
G. A grievance may be withdrawn at any level without prejudice or record and cannot be reopened.
H. Failure by the aggrieved person at any level to appear a grievance to the next level within the specified time limits herein shall be deemed to be acceptance of the decision rendered at that level.
I. A teacher participating during the school day in Grievance Procedures which are scheduled by the Governing Board and the CTA shall be released from regular duties without loss of salary, with the cost of the guest teacher to be shared equally between the Governing Board and the CTA.

APPEAL PROCEDURE

Criteria for Appeal
A disagreement or misunderstanding between one or more teachers and one or more members of the District administrative/supervisory staff, other than a grievance, may be resolved by using this Appeal Procedure. Any violation, misinterpretation, or inequitable application of any of the working conditions of other provisions of the Professional Agreement is defined as a grievance and will not be processed as an appeal. If an issue has been submitted as a grievance, that same issue may not be submitted as an appeal.

Other Avenues of Appeal
Certain sections of this Professional Agreement indicate the appropriate Appeal Procedure for certain issues. In those cases, that appeal process will be used.

Informal Conference Required
An informal conference must first be held between the primary parties of interest to attempt to resolve the problem before it enters the formal Appeal Procedure. The teacher(s) may request CTA representation.

Guidelines for Formal Appeal Procedure
A. Appeals must be submitted in writing on appropriate forms. Forms for submitted appeals shall be jointly prepared by the District and the CTA. The forms shall be printed by the Board and shall be available in the principal’s office as well as in the CTA office.

B. Copies of all written appeals and decisions will be submitted to the Superintendent and to the CTA representative.

C. The teacher(s) is/are entitled to and may request CTA representation.

D. The timelines herein indicated are maximum and should be reduced whenever possible. However, the timelines may be lengthened by mutual agreement between the primary parties.

Steps in Formal Appeal Procedure
A. The first step is addressed to the principal or educational unit supervisor to whom the teacher(s) is/are responsible. This appeal must be made within ten (10) workdays after the disagreement or misunderstanding first occurred or within five (5) workdays after the informal session was held, whichever comes later. If the principal or supervisor was not involved in the informal procedure, a conference may be scheduled. In either case, a written decision should be made within five (5) days of the submission of the written appeal.

B. If the person(s) making the appeal is/are not satisfied with the decision at step 1, s/he/they may, within five (5) days after the decision is received, file an appeal with the Superintendent/designee. A conference will be scheduled within five (5) days after the receipt of the appeal at step 2, and a written decision submitted within three (3) days following the conference.

C. If the person(s) is/are not satisfied with the decision rendered at step 2, s/he/they may, within five days...
(5) days after receipt of the decision, submit a request for a hearing before the Governing Board. The Governing Board, after reviewing the case, shall within fifteen (15) days decide whether or not a hearing shall be held. The Governing Board shall render a decision within seven (7) days after a hearing, if a hearing is held, or within fifteen (15) days after receipt if no hearing is held.

EMPLOYEE CONCERNS/COMPLAINTS ABOUT PERSONNEL/COMPLAINT PROCESS
The employee complaint process follows procedures referred to in Appendix H, Employee Concerns/Complaints about Personnel. Formal mediation may be requested via the “Employee Concerns/Complaints about Personnel” form. Talent Division will be responsible and the only division to refer employees to mediation.

RETALIATION PROHIBITED
Retaliation shall not be taken against any teacher or any other participate in the grievance, appeal, or mediation/complaint procedures by reason of such participation.
PROCEDURES
COLLECTIVE RIGHTS

The CTA President may submit items directly to the Superintendent for consideration for placement on the Governing Board Study Session Agenda.

ORGANIZATION MEMBERSHIP/MEETINGS/ACTIVITIES

A. The CTA and its representatives shall have the right to use school buildings at all reasonable hours for meetings, scheduling such use with the principal/administrator/supervisor, or his/her designee, at the school, provided that this shall not interfere with or interrupt normal school operations. Meetings/activities of employee organizations shall generally be held outside normal working hours. Duly authorized representatives of the CTA and the organizations affiliated with the CTA shall be permitted to discuss matters pertaining to CTA business with District personnel on campus at all reasonable times, provided that this shall not interfere with or interrupt normal operations. Direct expenses incidental to the meetings/activities, other than those normally a part of the school operation, shall be borne by the CTA.

B. The CTA shall provide the principal of each school with a list of the names of teachers from the faculty selected for any position of leadership on that campus or in the District as soon as possible. This list shall include the unit representative of the CTA, the Professional Rights and Responsibilities Representative, and the chairperson and members of Campus and District Committees. The Executive Director for the Talent Division and the Superintendent shall each receive a copy of each list.

C. The CTA shall have the right to place appropriately identified notices, circulars, and other materials on designated school bulletin boards and in the employees’ mailboxes. At least one bulletin board on each campus shall be reserved exclusively for group material. The group representative/designee on campus will assume responsibility for the post and distribution of the materials for the group. An informational copy of the distributed material shall be sent to the principal/designee at the time of posting or distribution. Material endorsing or opposing a candidate for public office may not be distributed in mailboxes or posted. The District courier service may be used for the distribution of the above material.

REPRESENTATIVE ORGANIZATIONS

Employees considered non-administrative certificated personnel, including but not limited to teachers, teacher on assignment, JROTC instructors, school nurses, athletic trainers, psychologists, social workers, and counselors employed by the District, shall be represented by the Classroom Teachers’ Association.

The representative group for each employee group shall remain the same from year to year unless a group of employees wishes to challenge the current representation. In the event of a challenge, the procedures outlined below shall be followed. The process must be completed by February 1.

1. The employees wishing to challenge the current representative group shall make that declaration to the current representative group and to the superintendent or designee by the end of the first week of September.
2. The challenging group shall garner at least thirty (30) percent of the signatures of the employee group that wishes to make a challenge. These signatures shall be on petitions that state that these members of the employee group want the challenging group to represent them.
3. The petitions shall be presented to the Superintendent or designee.
4. The Superintendent or designee shall notify the current representative group and the American Arbitration Association within five (5) working days of receipt of the petitions that an election is to be held.
5. The American Arbitration Association shall then conduct an election to determine if employees within the group wish to be represented by the current representative group or by the challenging group.
6. The cost of the election shall be borne by the challenging group.
7. The winner of the election shall then be the representative group.

**Definition of Staff**
The membership categories of the CTA will remain the same from year to year. In the event that an employee group does not fall under a specific category, or if a new position (job title) is declared, the CTA shall examine its constitution and bylaws to determine if CTA representation for the group is permissible.

**MEETING AND CONFERRING**
The Governing Board is desirous of Meeting and Conferring with recognized employee groups in decisions affecting those employees before the Governing Board makes any final decision on personnel related Policies, Regulations, and Procedures. The Administration is therefore authorized to establish and maintain procedures and lines of communication to Meet and Confer annual with employees on these issues.

The Superintendent shall have the responsibility of reporting to the Governing Board all the tentative agreements reached by Meet and Confer deliberations including salaries, benefits, and other conditions of employment.

If agreement cannot be reached, the Representative Group President/designee(s) and member(s) of the Administrative team will present their respective proposals to the Governing Board in a study session for informational purposes.

The Governing Board authorizes the Administration and the representatives of the Representative Groups to develop procedures that will define the terms used in the personnel Policies, Regulations and Procedures.

The Professional Agreements, including Policies, Regulations and Procedures, shall be printed at the expense of the District, and a copy shall be given to each District employee.

The Professional Agreements will be available no later than September 15 of the subsequent year unless a later date is mutually agreed to by the CTA President and the Superintendent or designee.

Each employee may be required to sign a statement that s/he received a copy of the Professional Agreement.

The Governing Board and the Representative Groups recognize that there are factors which could create an emergency situation. Therefore, any serious or significant changes which impact on personnel issues will not take place until the Representative Groups have been fully informed and has had an opportunity to meet and Confer in an attempt to resolve the emergency. In the event that the Governing Board or the Representative Group indicates that there is a need for revision to an existing personnel-related Policy or Regulation, the Governing Board President/designee (or Representative Group President/designee) will
contact Representative Group President/designee (or Governing Board President/designee) regarding such request.

Within five (5) working days of the initial request, both parties will enter into the Meet and Confer process to develop the revised Policy or Regulation for recommendation to the Governing Board. Throughout this process, the Representative Group will present information and suggestions relevant to the proposed revisions of personnel-related Policies, Regulations or Procedures. In the event of an emergency determined by either party, the Governing Board President/designee may waive the five-day timeline.

Any deletions, additions, or revisions to the present personnel Policies, Regulations, or Procedures which take place through the Meet and Confer process during the year shall be transmitted to the staff by the Superintendent before the effective date of the change.

Professional Agreement and employee handbooks are subject in all respects to the laws of the United States and the State of Arizona with respect to the powers, rights, duties, and obligations of the Governing Board, and in the event that any provision of the handbooks shall at any time be held contrary to law, then such provision shall be of no force and effect, but all other provisions shall be continued in full force and effect. It is understood that the Governing Board may rely on a formal legal opinion issued by the Office of County Attorney, and concurred in by the Office of the Attorney General, as having the force of law.

Employee handbooks are also subject in all respects to the Policies of the Governing Board, and in the event, there are sections of the handbooks which are not in agreement with the adopted Governing Board Policies as stated in the Governing Board Policy Manual, the Governing Board Policies shall have precedence.

Additions and revisions in the Certificated Procedures/Handbook which result from Meet and Confer process and are accepted by the Governing Board shall be accompanied by the appropriate change in Governing Board Policy.

A. Current Professional Agreement Language not dealt with in the Meet and Confer process will carry over, as is, into the succeeding year’s Professional Agreement.
B. The Interest Based Negotiations process will be used as the Meet and Confer process.

**Meet and Confer Procedures**

**Meeting Times and Places**

A. The representatives from employee groups will meet on a regular basis to plan Meet and Confer agendas and schedule Meet and Confer meetings.
B. The meet and Confer process will commence at the beginning of the school year at times and places mutually agreeable to all parties.
C. A good faith effort will be made to complete the succeeding year’s compensation package by May 1 of each year.

**Meet and Confer Team**

Each party will select its own representatives

**Release Time for Meet and Confer Team Members**

When a teacher is engaged during the school day as a CTA member of the Meet and Confer Team meeting with other employee group member(s) of the Meet and Confer Team, s/he shall be released from regular duties with no loss of salary.
Good Faith
The parties agree that they will make a good faith effort to resolve matters to their mutual satisfaction and agreement.

Access to Information
All employee groups agree to make a good faith effort to furnish each other available information upon request.

Sessions
Meet and Confer sessions will be open to the public, unless otherwise mutually agreed upon in advance. The only people empowered to speak are the authorized Meet and Confer representatives. The public may speak, if desired, after adjournment of the regular meeting.

Caucuses
Any employee group may request a caucus at any time. Caucuses of any employee groups shall be conducted apart from the other parties and in private.

Tentative Agreements
Tentative agreements reached as a result of Meet and Confer will be reduced in writing, will have conditional approval of all employee groups, and will be initialed and dated by representatives of each employee group.

Ratification
When tentative agreement has been reached by all parties on Meet and Confer issues, each employee group will recommend approval to its constituents. The final Agreement will be signed and dated by authorized designees of all employee groups and the Governing Board. Ratified language will be added to the appropriate professional agreements and handbooks, with implementation dates.

DISTRICT JOINT COMMITTEES
District Joint Committees are advisory and will be established mutually by the Superintendent/designee and the CTA. The CTA shall appoint non-administrative certificated personnel to the committee. It is assumed that members named to such committees will have authorization to speak for the associations they represent. District Joint Committees shall submit all committee recommendations in writings to the Superintendent for final approval, with copies to the CTA President.

Ad Hoc Joint Committees
Ad Hoc Joint Committees are short-term committees, which are establish for the purpose of studying specific issues that emerge during the school year.

Continuing Joint Committees
A. Continuing Joint Committees formulate recommendations regarding long-term issues.
B. Current Continuing Joint Committees are:
   1. Professional Growth Committee
   2. Summer Workshop Committee
   3. Statements of Intent Committee
   4. Small School Environments Committee
STATEMENTS OF INTENT

A. Prior to implementation of a new course or course title change, a written proposal shall be submitted to the Statements of Intent Committee as part of the curriculum development process and shall include the following information:
   1. Purpose.
   2. Goals and Indicators.
   3. Delineation of the staff needed to include:
      a. The number of teachers needed
      b. The department from which each teacher shall be assigned
      c. Any additional qualifications/certification required.
   4. The number of released periods, if any, requested for the Program Manager or others within the program and why the release periods are needed.
   5. Suggestions made by the Campus Committee regarding approval of, or modifications to be the written proposal, if the proposal is initiated at the campus level.

B. The analysis of new courses shall include the impact of such courses on facilities, personnel, equipment, budget, and existing programs before such courses are approved.

C. When a new course is contemplated for implantation on a campus or campuses, consideration shall be given to its impact on each campus as outlined in B. The curriculum and methods of course evaluation shall be detailed, with the course subject to approval by the appropriate District personnel.

D. Courses which have been approved through the Statements of Intent process and adopted by the Governing Board shall be evaluated following their initial year of implementation and a report submitted to the Statements of Intent Committee. The committee will recommend continuation, medication, elimination, or adoption as part of the regular program of study to the Chief Academic Officer.

MEETINGS WITH THE SUPERINTENDENT

A. The Superintendent and such administrative personnel as s/he shall designate may meet at least once each month with the Executive Board of the CTA. The President of the CTA and Superintendent/designee shall prepare the agenda for the meeting sufficiently ahead of time to permit distribution to the participants at least 48 hours prior to the meeting.

B. The primary purpose of such meeting is to assist in assessing the progress of the District toward predetermined objectives and to help review the changes in the educational process which have been, or are being, or should be, made for the improvement of instruction.

Resource Personnel

Resource people may be invited to attend the meeting with the prior approval of the Superintendent and the president of the CTA.

Minutes

Minutes of the meeting will be prepared and the distribution will be determined by the Superintendent and the president of the CTA (or their designees).

Absences for Meeting

The meeting shall be scheduled in such a way as to create the least interference with the school program and so as to require as few absences from the classroom on the part of the teachers as possible.
Released time
If a meeting is held during the school day, the CTA members involved shall be released without loss of pay.

CAMPUS COMMITTEE
Regulation on Membership
A. A Campus Committee shall be established at each school. The Committee shall be composed of three members designated from the CTA (the unit chairperson and two to be elected by members of the CTA on campus), three members of the administrative/supervisory staff on campus designated by the principal, and two members of CEA (the site representative/designee and one member whose selection shall be determined by the local CEA membership). The selection of the membership on the Campus Committee shall be determined prior to May 1 of each year.
B. A teacher alternate selected by the CTA may attend Campus Committee meetings if one of the three elected members is unable to attend.
C. The principal, serving in ex-officio capacity, may attend meetings of the Campus Committee.

Campus Committee/Small Schools
Campus Committee for Small Schools shall be composed differently than at a large campus. At a Small School, Campus Committee shall consist of three (3) members: the principal, the Classified Employees’ Association site representative or association president’s designee, and the CTA unit chair or site representative designated by the association president. Members of Campus Committee will reach consensus about regular meeting times and schedule of dates. In the event that not all members can attend the agreed upon meeting times, a quorum will consist of two (2) of these members. If a small school would like to use a different model for Campus Committee, they may submit an alternate model to the Executive Director for Talent and the Employees’ Association presidents by May 1, for their adoption of consensus.

The Campus Committee shall make recommendations to the principal regarding the topics that have been discussed. The principal shall make a decision in writing within ten days after the recommendations have been given to him/her. The principal’s decision, together with the recommendation from the Campus Committee, shall be communicated to the faculty and staff.

Meeting Guidelines
A. The Campus Committee must meet at least twice a month unless otherwise agreed upon by the principal and the unit chairperson. The meetings shall be scheduled to begin no later than the start of the last hour of instruction for the normal school day or at a time mutually agreed to by the unit chair and administration.
B. Teacher members of the Committee shall be given non-teaching assignments during the period when Campus Committee normally meets.
C. Insofar as possible, the meetings of the Campus Committee shall be scheduled so as not to conflict with other existing District committees.
D. Special meetings of the Campus Committee shall be jointly called by the unit chairperson and the administrative designee, and the principal shall be informed.

Chairperson
The CTA Unit Chairperson shall chair the Campus Committee.
Minutes
Minutes of each Campus Committee meeting shall be kept by a secretary provided by the campus administration, if requested by Campus Committee. Minutes of the Campus Committee meetings shall be distributed to each member of the faculty within five days after the meeting after being approved by the unit chairperson and the administrative designee.

Agenda
The chairperson of the Campus Committee and the principal/designee shall determine the agenda for the Campus Committee.

Purpose
A. The purpose of the Campus Committee is to discuss and research matters of mutual concern at the campus level. This committee operates separately and apart from the grievance procedure.
B. The Campus Committee shall serve as a campus-level reviewing and recommending committee as part of the Statement of Intent process.

Recommendations of the Committee
A. When a topic is discussed by the Campus Committee, the procedure for arriving at a decision shall be through a consensus of the membership.
B. The Campus Committee shall make recommendations to the principal regarding the topics that have been discussed. The principal shall make a decision in writing within ten days after the recommendation has been given to him/her. The principal’s decision, together with the recommendation from the Campus Committee, shall be disseminated to the unit faculty.
C. The principal, working with the Campus Committee, shall develop plans for commencement exercises.
D. The principal, working with the Campus Committee, will make the assignment of teachers to serve on committees as club or class sponsors.

SCHOOL IMPROVEMENT TEAMS
Purpose
The purpose of School Improvement Teams is to improve the school by providing staff and school community meaningful participation in the development and communication of the campus level Continuous Improvement Plan.

Membership
Each certified and classified department shall have the opportunity to select a representative to the School Improvement Team (SIT). The CTA Unit Chair and the CEA Site Representative shall be members of the SIT. In circumstances where the Instructional Cabinet serves as the SIT, departments may choose to elect, in addition to the Instructional Leaders, a representative to be included in the Instructional Cabinet meetings when agenda items concern school improvement. In such an event the agenda will be distributed in advance to the school staff.

The School Improvement Team, in conjunction with the principal, shall reach consensus in naming a member each year to serve as SIT Co-Chair.

Recommendations
Recommendations from the School Improvement Team shall be communicated to Campus Committee.

A summary of SIT recommendations shall be distributed to the staff.
PROC. 3
PROCEDURES
HUMAN RESOURCE ASSESSMENT, RECRUITMENT, SELECTION, ASSIGNMENT, TRANSFER, AND SEPARATION

DETERMINATION OF STAFFING NEEDS
The CTA shall be involved in decisions that affect local and District staffing needs

Historical Enrollment Projections
The District shall staff schools using the current adopted staffing ratios and projected high point membership figures. Each year the assistant principal for registration at each campus will review staffing needs with each Instructional Leader, prior to determining staffing needs. Prior to the job fair, the Talent Division will provide the CTA office a report detailing staffing needs for each campus.

ASSIGNMENT OF PERSONNEL

Service or Subjects/Assignments
A. Teachers shall be consulted by the Instructional Leader regarding the subjects/assignment they would prefer prior to the beginning of each semester. This consultation shall take place prior to development of, or changes in, department assignments before a semester begins. In the event either an Exceptional Student teacher or a content teacher requests a co-teacher, before pairing such Inclusion co-teachers, the Administration will consult both the Instructional Leader of that department, the Exceptional Student Services facilitator, and the teachers making the request. The Instructional Leader, the principal, and another administrator selected by the principal, shall develop a departmental schedule based upon consideration of the teachers’ stated preference, professional preparation, teacher experiences and staffing needs. These department assignments shall be presented at a departmental meeting where the staff, as a group, reviews it. When a change in an assignment occurs after the beginning of a semester, all concerned teachers shall be contacted prior to the change. A department meeting shall be held if time allows.

B. Within five (5) days after the departmental meeting, any teacher who does not agree to his/her assignment shall meet with the Instructional Leader and the principal and appeal for a change in assignment. Within 72 hours after the meeting is concluded, the principal shall send all participating parties his/her decision, which will include the rationale.

C. If the teacher is still not satisfied with the assignment, the teacher shall have the right of appeal directly to the Superintendent’s designee, who will call a meeting involving the teacher, a representative from the CTA (if the teacher chooses), and the principal. The meeting will be held within ten (10) workdays unless another time is mutually agreed upon. The Superintendent’s designee will render a written decision with copies to all participating parties within 72 hours of the meeting. This decision will be final and no further appeal or grievance shall be filed.

D. All teachers shall be given notice of their tentative assignments for the forthcoming year as soon as the master schedule is completed, and in no event later than the first day of the next to last week of school. When changes in schedule must be made after that date, an attempt shall be made to contact the teacher by telephone. If contact is not made by phone, a follow-up letter shall be sent immediately to the teacher, using the summer address left by the teacher in the school office, with a copy to the CTA.
E. Teachers shall normally be scheduled with two (2) preparations per semester. There may be situations in some departments where they will be assigned three (3) preparations. The nature of the Exceptional Student Program classes is such that these limitations will not apply, although the number of preparations will be limited as much as the program permits.

F. Any teacher may request to have more than three (3) preparations. The request shall be made, in writing, to the Instructional Leader, who (after reviewing the matter with the department members) will make a recommendation to the principal, who will make the decision. All such requests shall be reviewed by the Campus Committee.

G. Teachers shall be assigned no more than two (2) preparations and no more than two (2) classrooms during their first year in the District, except for unusual circumstances. A teacher may choose to have more than three (3) preparations if the only other option is a reduction in teacher periods for the teacher.

H. Any assignments in addition to the normal teaching schedule during the regular school year, extra duties enumerated in Schedule F, other than those enumerated in the teachers’ contract, and Summer School courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignment shall be given to the teacher regularly employed in the District. Any person who is qualified shall have an equal opportunity for consideration for such assignment.

I. Family members may be assigned to the same campus. However, if any family member accepts a supervisory or administrative position in the District, or a quasi-supervisory or quasi-administrative position (Instructional Leader), the family member under his or her supervision will be reassigned to another campus in such a manner as to minimize disruption to students.

“Family member” is defined as spouse, child, sibling, or any relative by blood or marriage in the first, second, or third degree.

J. Extended School Operations (ESO) teaching positions shall be part of the teacher’s contract and the contract may not exceed 1.0. Positions at ESO will be filled in the same manner as other educational units, and vacancies will be posted and positions will be filled through the reassignment process.

An ESO position shall be considered an assignment on the campus where it is located so that an ESO teacher is eligible for an assignment within his/her department on that campus and assumes the rights and responsibilities of a teacher on that campus. A teacher with a regular daytime assignment shall be given an evening assignment within the department only at the request of that teacher. Prior to finalizing ESO assignment, principal/designee will meet with and inform teacher of possible change of assignment from ESO to day school assignment, or split ESO and day school assignment when a surplus situation is declared by Talent Division. There will be a maximum of two (2) prep/levels within a designated ESO block. A third prep is allowed when approved by the teacher. Maximum class load will be 30 students. With a heavy no-show and attrition rate, initial class registration will have a maximum of 34 students.

K. The Talent Executive Director, after consultation with the CTA president, may declare an emergency situation when all available means of filling teaching positions with qualified teachers have been exhausted.

When an emergency situation is declared, a teacher who is currently in a 1.0 assignment may agree to teach an additional assignment, a .2, during the school day per the guidelines listed below:

1. Each member of the department at the school in need shall be notified of the emergency positions available. In the event that a department member is not available for the .2 or
summer school opportunity, the opportunity will be advertised school-wide. All eligible candidates will be considered and selection based on the criteria outlines in #2.

2. The principal or site administrator shall make a recommendation for the assignment based on the following criteria listed in priority order:
   a. High qualified and/or appropriately certificated in subject
   b. Availability for full summer school assignment
   c. Summative rating of Highly Effective or Effective on prior year’s evaluation. Applicants with a 3.0 or higher on each standard will be given first consideration.
   d. No disciplinary actions resulting in unpaid leave for three (3) or more days for three (3) years prior to applying for the additional assignment
   e. Respect for alternating additional work assignments among qualified applicants will be a priority
   f. All other factors being equal, including total years of teaching experience in the subject area, the position will be offered to the applicant with the most 3.

3. The assignment is based on student needs, for up to one (1) semester or its equivalent on a block schedule.

4. A teacher is not entitled to an additional assignment of this nature more than once per year but may elect to accept another such assignment for second semester or consecutive years as follows:
   a. In the even that this emergency situation continues second semester, the position will first be opened to all department applicants, who have not had a .2 assignment first semester.
   b. The position will next be offered to any teacher who had a .2 assignment first semester and whose class is continuing into second semester.

5. A teacher accepting this assignment will be compensated at .2 or .33 of daily rate, depending on the school schedule. The compensation will be paid as requisition pay.

6. In the event there are not enough qualified applicants from within the department to fill all open positions, those with release periods and qualified certificated staff outside the department may be considered.

7. Exceptions to these procedures, due to unusual circumstance, may be made by mutual agreement between the Talent Executive Director and the CTA President.

8. The selection process for additional voluntary assignment for pay, may be appealed in writing, within two (2) days to the principal. The principal shall respond in writing, within two (2) days. If a teacher is not satisfied with the principal’s decision, further written appeal can be made to the superintendent’s designee within two (2) days, who shall respond in writing within three (3) days. This decision will be final and no further appeal or grievance shall be filed. Evaluation scores and disciplinary actions are confidential; therefore, an appellant shall only have access to his/her records.

L. The per-period pay for a teaching assignment in addition to a 1.0 contract will be calculated differently than a teacher’s hourly rate. Instead of hourly rate, which is the teacher’s daily rate of pay divided by seven, the per period pay for this assignment will be the teacher’s daily rate of pay divided by the number of days a class meets per week. The teacher will not accrue additional leave days nor received additional payment for holidays or Board-declared recess days. Further, the teacher will not receive payment for the additional assignment for any day for which the teacher is absent. The calculation of daily rate of pay for other purposes will not be affected by this additional compensation.

M. The emergency situation will no longer exist when a qualified new hire is found to fill any open position which has been offered as an additional .2 assignment to another teacher. In this event, the additional .2 assignment can be withdrawn provided the teacher has received compensation
for the assignment for no fewer than five (5) days and has been given pay for no fewer than two (2) days for supporting the students and the new hire in the transition to the new teacher.

**Co-taught Inclusion Assignments**

A. Cooperative planning being vital to co-teaching effectiveness, the content and Exceptional Student teacher will be given a common planning period if at all possible.

B. Exceptional Student teachers in the co-taught inclusion setting will be assigned to no more than two (2) different content teachers if at all possible.

C. Exceptional Student Teachers in the co-taught inclusions setting will be assigned to no more than two (2) preparations if at all possible. If a third preparation is unavoidable, it will be in a third subject area.

**Summer School Assignments**

Summer School openings will be selected per the guidelines listed below.

A. Each member of the department at the school may apply and will receive consideration for the position. In the event that a department member is no available for the summer school opportunity, the opportunity will be advertised school-wide to all eligible candidates. If a position still remains open, the opportunity will be advertised District-wide to all eligible candidates based on the criteria listed below:

B. The principal or site administrator shall make a recommendation for the assignment based on the following criteria listed in priority order:

1. Highly qualified and certificated in subject
2. Availability for full summer school assignment
3. Summative rating of Highly Effective or Effective on prior year’s evaluation. Applicants with a 3.0 or higher on each standard will be given first consideration.
4. No disciplinary actions resulting in unpaid leave for three (3) or more days for three (3) years prior to applying for the additional assignment
5. Respect for alternating additional work assignments among qualified applicants will be a priority
6. All others factors being equal, including total years of teaching experience in the subject, area the position will be offered to the applicant with the most seniority.

C. Summer School assignment is based on student enrollment needs.

D. A teacher is not entitled to an additional assignment of this nature, but may elect to accept another such assignment or for consecutive years as follows:

1. The position will first be opened to all qualified department applicants who have not had a summer school position
2. In the event that there are still open position(s), they will next be offered to any teacher who had a prior summer school assignment.

E. A teacher accepting this assignment will be compensated at the posted summer school daily rate. The compensation will be paid as requisition pay.

F. In the event there are not enough qualified applications from within the department to fill all positions, qualified certificated staff outside the department may be considered.

G. Exceptions to these procedures, due to unusual circumstance, may be made by mutual agreement between the Talent Executive Director and the CTA president.

H. The selection process for additional, voluntary assignment for pay may be appealed in writing within three (3) days to the principal. The principal shall respond in writing within five (5) days.

If a teacher is not satisfied with the principal’s decision, further written appeal can be made to the superintendent’s designee within three (3) days, who shall respond in writing within five (5) days. The decision will be final and no further appeal or grievance shall be filed. Evaluation
scores and disciplinary actions are confidential; therefore, an appellant shall only have access to his/her records.

**Request for Reduced/Increased Assignment**

A. A teacher with continuing status may elect to have his/her assignment reduced for the upcoming school year to a .8 or .6 assignment of .5 Metro Tech with a commensurate reduction in salary, but will retain all other benefits and privileges of a continuing teacher, as well as proportionate leave days and professional responsibilities. A formal notification must be submitted in writing to your Principal and the Executive Director of Talent by February 1 of the current school year. Such reduction in assignment shall be for a period of no less than the balance of the requested school year, unless approved by the Executive Director of Talent. The decision to have a reduced assignment may impact the teaching assignment.

B. If the reduced assignment is only for second semester of the current school year, a formal request must be made in writing to your Principal and the Executive Director of Talent no later than October 1.

C. If a teacher wishes to extend their reduced assignment beyond the current school year of reduced assignment, the employee must apply to the Principal and the Executive Director of Talent for an extension by February 1 of the current school year. Final decision is at the District’s discretion. Unless the teacher is exercising rights under Proc 9-12.

D. This language does not apply to the Athletic Trainer position.

**Definitions**

**Subject Area**
Any teaching area which requires a State secondary teaching certificate

**Service Area**
Any non-teaching area which requires a specific State certificate or license. This includes areas such as Counseling, Social Work, Library Science, Speech, Hearing, and the Campus Health Center.

**Special Program Area**
Any teaching area which does not require a State secondary teaching certificate. This includes those areas for which a special CTE certificate is the minimum or only requirement for employment.

**Seniority**

A. In order to be vested with rights for continued employment, a teacher must have an established date of hire for seniority purposes. A seniority date is established by the first date of current full-time continuous paid employment as a teacher when the contracted full-time employment is at least 51 percent of the total number of contractual days in the given school year. Extended contracts are not counted toward seniority.

A teacher who has never been contracted for at least 51 percent of the contractual days does not establish a seniority date, does no accrue seniority, and has no rights for continued employment in the District.

Approved leaves of absence do not break continuity of service.
NOTE: Full-time shall mean an assignment of .6 or more for teachers hired prior to 1980-81. Part-time employment will not count toward seniority for employees hired between the 1980-81 school year and the current school year.

B. Prior to the 1990-91 school year, if ties in seniority occur, a teacher’s seniority shall be determined in the following order:
   1. Date of approval for hire by the Governing Board.
   2. Date that the employee signed his/her first contract for current employment.
   3. Date of the recommendation for hire as it appears on the original Personnel Action Request (PAR).

C. Effective with the 1990-91 school year, if ties in seniority occur, a teacher’s seniority shall be determined in the following order:
   1. The date that the Personnel Action Request (PAR) is received in the Talent Division Office.
   2. Date of approval for hire by the Governing Board.
   3. The date that the employee signed his or her first contract for current employment.
   4. Date on the teacher’s original application for employment.

**Seniority Lists**

A. A list of those teachers in the District, who have established a seniority date, showing each teacher’s name and the date of hire in seniority order, shall be compiled and updated by February 1.

B. Seniority lists shall list each teacher by subject or service area or special program area in which s/he is currently serving or served immediately prior to assignment to the CES-TBA list.

C. Athletic trainers shall be placed on their own seniority list with teacher-trainers continuing from 2001-02 being placed at the top of the list in seniority order. These teacher-trainers will also remain on the seniority list of their respective teaching areas. Following these teacher-trainers, newly hired trainers will be placed in seniority order per guidelines similar to those used for determining teacher seniority.

D. Copies of the Seniority Lists will be available in the Talent Division Office, in each principal’s office, and by subject area in the departmental office. A copy of the List will be sent to the CTA office.

E. The Talent Division will develop surplus, and recall procedures based on seniority. (Reduction in Force procedures and transfers are not based on seniority; please refer to Proc. 3-12 for RIF criteria)

F. Before any reassignment occurs as a result of surplus, the Talent Division will have posted, in the office of each school or department, a Seniority List for each department/program. A copy of this List will be provided to the CTA office and will be updated with the CTA as changes are made.

G. All Seniority Lists and requirements will be available in the Talent Division office and in each principal’s office by February 1. A copy of this list will be provided to the CTA office and will be updated with the CTA as changes are made.

**Surplus Teachers**

**Surplus Defined**

Surplus is a situation which exists when there are more teachers under contract and assigned to a school/unit than are needed according to District staffing standards as they apply to Highly Qualified requirements specified by Federal, State and District mandates.
Declaration of Campus/Department Prior to Surplus

A. Prior to identifying those teachers, who will be surplused, the principal may, with consensus of the CTA unit chair and any teacher directly affect, make such interdepartmental changes that will reduce the number of split assignments between campuses.

B. Prior to identifying those teachers to be surplused, a teacher with an assignment between two (2) or more campuses and/or departments must be considered as follows:
   1. If the teacher had agreed to take the split assignment because it minimized the number of part-time assignments or split assignments between campuses, s/he shall declare which campus and/or department(s) of those currently assigned s/he prefers and shall be assigned to that campus and department(s). If this teacher prefers to remain split between departments (not schools), s/he may declare to remain in the split assignment and will be given such assignment provided it does not create an additional split between campuses. This assignment shall not exempt the teacher from surplus or RIF.
   2. If the teacher was given a split assignment per the teacher’s request, s/he shall be considered a member of the department in which the majority of his/her assigned courses occur.

Exemptions from Surplus

A. Department Meeting: Prior to the required department meeting to identify the surplus teacher(s), the Principal will have identified the teacher(s) tentatively exempted from surplus in collaboration with the unit chair and instructional leader(s). Exemption categories are defined in paragraphs B and C below. At the required department meeting volunteers for the surplus will be asked for, if there are no volunteers at the onset of the surplus meeting, the name(s) of the teacher(s) tentatively exempted and the reason(s) for their exemption with the exception of a Principal’s Exemption, shall be declared. These declared exemptions will be in place for the remainder of the school year for which the surplus applies.

B. SCHOOL NEEDS EXEMPTION: The Principal / designee shall meet with the Instructional Leader and the CTA Unit Chair and shall reach consensus regarding the exemption of individual teacher(s) within the department from surplus. The declaration of exemption shall be guided by school/departmental needs. A declared exemption is one made public in the surplus meeting and all declared exemptions will be in place for the remainder of the school year for which the surplus applies.

C. PRINCIPAL’S EXEMPTION: In addition to the provisions of paragraph B, the Principal may exempt up to three (3) teachers. No more than three (3) exemptions may be used in any one (1) school year. No more than one (1) exemption may be used in any one department, except two (2) may be used in Physical Education/Health. Instructional Leaders shall not be exempt from consideration as surplus teachers. Principal’s exemptions require no additional reason to be shared. These declared exemptions will be in place for the remainder of the school year for which the surplus applied.

Declaration of Surplus

A. A copy of the Seniority List will be provided to each school/education unit administrator, CTA unit chair, and the CTA president.

B. The principal/designee or education unit supervisor will call a meeting of all teacher in the department to seek a volunteer who will declare him/herself surplus. Departmental meetings for the purpose of declaring surplus may be held at any time a surplus situation exists.

C. If there are no volunteers, the department member with the least seniority, excluding the exempt teacher(s), will be declared surplus.
D. A teacher identified as surplus shall have his/her name placed on the Surplus List.
E. The teacher selected for surplus shall have the right to appeal first to the principal, and if not satisfied, then to the Talent Executive Director. If the teacher is still not satisfied, an appeal may be filed with the Chief Strategic Office for Talent, whose decision is final.
F. A teacher may volunteer to be identified as surplus within a department. During the department meeting to identify a surplus teacher, any teacher may request up to two (2) days to consider the decision to volunteer. This teacher will be placed in accordance with the Surplus Process.
G. An Involuntary surplus teacher is one who has been identified for surplus in accordance with the Surplus Process. This teacher will be placed in accordance with the Surplus Process.
H. Surplus teachers who are not placed due to no available teaching position for which they are Highly Qualified and appropriately certified will be subject to Preliminary RIF and RIF Process.

Transfer Categories
There are four (4) transfer categories:

1. Teacher Requested Transfer (TRT)
   A teacher who wishes to transfer to a vacant position shall:
   A. Have on file in the Talent Division official transcripts verifying that s/he has met Highly Qualified and appropriately certified requirements or credentials as required by the Arizona Department of Education to teach in a new area.
   B. Teachers seeking to transfer will be able to apply for any positions that open, up to two (2) weeks prior to the start of the contract year. For positions that open after June 5, any transfer must be approved by the principal of the applicant’s current school. Approval of the principal shall be based on the ability to staff the school.

2. Superintendent Initiated Transfer (SIT)
   The Superintendent may transfer a teacher to a new assignment. In any transfer of this type, the Superintendent shall transmit to the teacher and his/her representative the reason for this transfer in writing at the time of the transfer.
   A teacher transferred by the Superintendent may apply for a position for which s/he is Highly Qualified, but cannot return to the education unit where the SIT was originated without Superintendent’s approval.

3. Return from Extended Leave of Absence (RELA)
   A RELA teacher is one who is not covered by USERRA and has been on leave of absence from his/her school for more than two (2) semesters is no longer automatically reassigned to the same unit from which s/he took his/her leave. A RELA teacher will be placed in a position for which s/he is Highly Qualified and appropriately certified upon his/her return.

4. To be Assigned (TBA)
   This category includes those teachers who must be assigned as a result of the elimination of an entire certificated job category or a school closure. This category also includes teachers who took the place of teachers on leave of absences and any administrator who wants to return to teaching if his/her position were reduced or eliminated and provided s/he had previously obtained tenure as a teacher in the Phoenix Union High School District. The Surplus placement process will be followed.

All vacant positions will be filled via the Surplus Process when necessary prior to vacant positions being posted for the in-District applications. All qualified In-District applicants shall be interviewed prior to opening the vacancy to Out-of-District applicants.
Interview Process
1. Composition of interview team for In-District vacancies prior to District Job Fair.
   - Principal/Designee
   - Instructional Leader/Designee
   - CTA Unit Chair/Designee
   - Team Teacher, if applicable and available
2. Interview team members must have an overall rating of Effective or Highly Effective on the District Evaluation Instrument.
3. The same interview team and CTA representative will interview all applicants.
4. All qualified In-District applicants must be interviewed.
5. Applicants must submit appropriate documentation (teaching certificate/transcripts) to Talent Division for verification of qualification prior to interview.
6. Applicants are encouraged to bring additional pertinent documentation (resume, letters of recommendation, etc.) to the interview.
7. All In-District applicants will be notified of the interview results.

TEACHER REQUESTED TRANSFER (TRT) PROCESS

Campus and/or Area Transfer Process
A. Teachers will submit a request for a TRT by February 1 to the Talent Division expressing an interest in transferring to a new campus or area. Talent Division will maintain a current TRT list for all posted vacancies. Each teacher on the TRT List may withdraw his/her name at any time by notifying the principal/site administrator in writing.
B. In accordance with ARS 15-537-D, a teacher who continues to be designated in one of the two (2) lowest performance classifications shall not be permitted to transfer to another campus unless approved by the Governing Board. Additionally, a teacher who continues to be designated in one (1) of the two (2) lowest performance categories shall not be permitted to apply for a TOA position.
C. Voluntary transfers will not be permitted for any employee who has been disciplined within the last three (3) years for matters regarding inappropriate conduct involving students.

TRT List
A. There shall be one (1) Certified Vacancy List per subject or service area or special program area.
B. To be notified of a vacancy, a teacher must have his/her name appear on the TRT List.
C. A teacher may be reassigned under the Superintendent Initiated Transfer (SIT) provision without his/her name appearing on the TRT List.
D. Talent Division will establish a campus/department/program TRT List with teacher name, type of transfer status, and date of hire in seniority order.

General Guidelines
A. A teacher may not be assigned to an area for which s/he does not meet District Highly Qualified requirements.
B. When a teacher is involuntarily transferred to a position outside his/her current teaching area, s/he shall be given an opportunity to return to his/her previous teaching area within the first 10 days of any semester if a vacancy occurs and if his/her seniority would qualify him/her to be the next person to be offered that vacancy.
C. Vacancies which occur within the first 10 days of a semester shall be filled by teachers who have been surplused from the campus at which the vacancy occurs; remaining vacancies will be
D. offered first to teachers who have split assignments between two campuses, prior to advertising the vacancy.

E. In the event that there are more teachers retained in the District in a subject/service area/special program area than positions available, then all teachers in the affected subject/service area/special program area District-wide shall be notified that a surplus situation exists. The principal/designee or educational unit supervisor will call a meeting of all teachers in the department to seek a volunteer who will declare him/herself surplus. Departmental meetings for the purpose of declaring surplus may be held at any time a surplus situation exists. If there are no volunteers, the department member with the least seniority, excluding the exempt teacher(s), will be declared surplus.

F. Teachers who are CEE-TBA are considered to be in Surplus Status.

G. If there are no teachers transferred or placed in the campus vacancy, the position shall be filled by teachers on the Preliminary Reduction-in-Force, Reduction in Force, and the Recall Lists.

H. If all teachers in the categories identified in Paragraph F are placed, the position will be posted and filled.

Placement of Surplus Teachers

A list will be posted describing the available positions that each department at each campus has to offer. Each site will provide information regarding the available positions and needs of the site. The list will be shared with the CTA president. The teacher will show information relevant to qualifications and other documents that may be helpful in determining placement. The CTA president/designee and that Talent Executive Director/designee shall decide placement of surplus teachers prior to posting vacant positions. The final placement of surplus teachers will be, based upon teacher-indicated preferences and qualifications. If all else is equal, seniority will be the determining factor.

Surplus teachers, who wish, may sign a reassignment form to be returned to their original school if an opening occurs through the first 10 days of school.

Filling Positions Which Remain After the Teacher Request Transfer Process

All district teachers interested in vacant positions which they qualify for will be granted an interview. Openings remaining after the TRT PROCESS will be filled following the procedures below:

A. Teachers on the Recall List shall be recalled in seniority order to a position for which they are qualified.

B. Vacant positions will be posted and filled through the interview process.

Remaining Position Vacancies

Following the TRT process, Recall, and the window for In-District applicants, all remaining positions, new vacancies, and new positions will be posted and made available to In-District and Out-of-District applicants through the normal posting and interview procedures of the District. In-District teachers may only apply for vacant positions that are open two (2) weeks prior to the start of the contract year. Any reassignment must be approved by the principal of the applicant’s current school. Approval of the principal shall be based on the ability to staff the school.

All In-District applicants must be interviewed either by phone or in person, provided the applicant has left a number where he/she can be called, or a message can be received. If the applicant is not available to interview in person, the interview may be conducted by phone.
Social Workers’ Assignment
Social workers will be supervised and evaluated by the campus principal/unit supervisor or designee. All Social Workers will follow the teacher’s transfer policy.

Newly Created Positions

A newly created position is one in a teaching/service/special program area which does not currently exist in the District. This newly created position may evolve when special needs arise.

Any District personnel proposing a newly created position shall submit a proposal that identifies the tentative duties, responsibilities and qualification for the newly created position to the Talent Executive Director who, if the position is authorized, will contact the CTA president to invoke the process specified in this agreement for creating the necessary job descriptions after the job description has been written. The Talent Executive Director and the CTA president shall reach agreement on the classification of the newly created position in one of the following categories:

Placement on an existing Seniority List.

1. Qualifications as a teacher on assignment or special campus assignment. (Selection procedures are listed elsewhere in this agreement)
2. Establishment of a new Seniority List.

Newly created positions, regardless of their funding source, shall be advertised according to established District procedures. If positions are dependent upon grants that will be funded during the summer months, the positions shall be advertised and interviews held before the close of school. Placement in the position shall take place when funding becomes available. A newly created position shall be designated as such for two full semesters. After this period of time has lapsed, positions will be filled following the existing reassignment procedures.

Staffing Newly Created Positions

A teacher who wishes to apply for a newly created position shall:
1. Have on file, in the Talent Division, official transcripts verifying that s/he met, at minimum, Federal/State qualifications in the area.
2. Agree to be interview by an Administrative Team of one principal, the Chief Academic Officer or designee from the Curriculum Department, the Talent Executive Director, and certificated personnel as appropriate. The same team shall interview all applicants for a newly created position(s) at a specific site for each particular subject, service, or special program area. Five (5) days after all interviews are completed, Talent Division shall notify, in writing, all applicants, indicating whether or not they have been recommended for the newly created position. Applicants may request rationale for non-recommendation from the Talent Division within five (5) days after their notification of non-selection.
3. The most senior teacher(s) who is/are recommended by the interview team shall be appointed to the newly created position(s) in seniority order.
Teachers on Assignment (TOA)

A TOA is defined as a certificate teacher who is performing function in lieu of his/her regular teaching/service/special program area assignment and is evaluated by the PXU TOA Evaluation Instrument. Preferably the teacher will have at least five (5) years of secondary certificated teaching experience, with the year prior to the TOA assignment having been served in the District. All TOA positions are contingent on available funding.

A. Each TOA position shall have a job description which shall include duties, responsibilities, and qualifications for the job. The official job description shall be on file at the Talent Division and shall be reviewed at least every three (3) years and revised as necessary. Copies of all TOA job descriptions shall be sent to the CTA President or Designee.

B. All TOA positions shall be advertised within the District. If the position is for a limited length of time, it shall be noted when advertised.

C. Only qualified teachers may apply and shall be interview. The best qualified applicant as determined through the selection process shall be hired.

D. The interview process for the position shall be determined by Division Leader and CTA president/designee, and shall be included in the job posting.

E. A TOA will remain on his/her original Seniority List and be noted as a TOA.

F. If the TOA assignment is for one (1) year or less, the teacher will be returned to his/her former assignment and school upon completion of the TOA assignment.

G. A TOA whose assignment extends beyond one (1) year will be declared TBA upon vacating the TOA position. The TOA will be returned to her/his former assignment and school should a vacancy occur for which she/he is highly qualified and appropriately certified.

H. A TOA servicing as the CTA president will be returned to his/her former assignment and school at the termination of the presidency.

I. If no District teacher is recommended per the qualifications listed in the job description, prior to posting the position outside the District, the Talent Executive Director shall inform the CTA president regarding the need to hire outside the District.

J. The selection process for TOAs shall include teacher representatives as agreed upon by the CTA president and the Chief Academic Officer and/or designee.

District Level TOA

The TOA assigned to a position at CEE shall serve in the position as long as an aggregate score of 3.0 (Effective) is maintained on all Standards and Elements as described in the TOA Evaluation Instrument. TOA’s shall be evaluated by their Unit Administration annually.

Leaders in Full Time Training: LIFT TOSA’s

1. LIFTs will follow TOSA (Teacher on Special Assignment) prerequisite requirements (see qualification in TOSA job description) and be selected through the assistant principal application and interview process. There is no separate application for the LIFT position.

2. After all assistant principal selections and placements have been made, the top remaining candidates will be considered as potential LIFT candidates. LIFT selection will be done by the Superintendent.

3. LIFTs will be placed annually at sites based on need by the Superintendent/Designee in consultation with the CTA president/designee and published to all stakeholders.
4. LIFTs will be 10-month employees and will officially be considered Teachers on Special Assignment (TOSAs) evaluated on the Teacher on Special Assignment Evaluation Instrument.
5. LIFTs will be placed for a maximum of two (2) years.
6. At the end of the first year, LIFTs must apply for an assistant principal vacancy within the District. If a LIFT does not apply, he/she is automatically disqualified from being a LIFT the following year.
7. If the LIFT applies and is not selected, the Superintendent/designee in consultation with the CTA president/designee may place him/her back in a LIFT position for one (1) more year.
8. If there are no assistant principal vacancies at the end of year 1, the LIFT will automatically be placed back in the same position for a second year of service. Site determination will be made by the Superintendent/designee in consultation with the CTA president/designee.
9. At the end of the second year of service as a LIFT, the LIFT must once again apply for any available District assistant principal vacancy.
10. If the LIFT is not selected as an assistant principal, he/she will be placed back into his or her previous certified position, as per Proc. 3-11 of the Certified Professional Agreement.
11. The only exception to the second-year policy would be in the event that there is not assistant principal vacancy at the end of the second year of service. At this point, the LIFT would apply to the Superintendent/designee and the CTA president/designee to qualify for a maximum of one (1) additional year only.
12. Specific roles and responsibilities will be reviewed and updated by a joint committee in the 17/18 school year.

**IB Program Coordinator**
The TOA assigned as IB Program Coordinator shall serve in the position as long as an aggregate score of 3.0 (Effective) is maintained on all Standards and Elements as described in the TOA Evaluation Instrument. The IB Program Coordinator shall be evaluated by the Site Administrator annually.

**Professional Development Specialist**
The TOA assigned as Professional Development Specialist shall serve in the position as long as a score of 3.0 (Effective) is maintained on all standards and elements as described in the TOA evaluation instrument. The Professional Development Specialist shall be evaluated by the Site Administrator annually.

**SALARY REDUCTIONS/REDUCTION-IN-FORCE**
The Governing Board may reduce salaries or eliminate positions in order to operate the District more economically; however, the reduction shall be made in accordance with general salary reductions and applied equitably. Notice of such action must be made no later than May 1 of the calendar year.

**Reduction-in-force**
A. “Reduction-in-Force” is defined as that situation in which, after all possible transfers have been affected, it is still necessary for the District to reduce the number of certificated teacher/service personnel.
B. Valid circumstances for Reduction-in-Force:
   1. Decrease in student enrollment
   2. Decrease in local and/or non-local revenues over which the District has no control.
   3. Curriculum revision resulting in reduction of educational programs.
   4. Consolidation of school district.
C. Procedure for determining which personnel are affected by a specific Reduction-in-Force:

1. The Talent Division shall identify, prior to March 15, insofar as possible, the number of personnel who are planning to retire, resign, go on leave, or return from leave for the following year, and campus, subject, and/or programs so affected.

2. The Chief Academic Officer and the Executive Director for Talent Division shall determine the campus(es), subject(s), and/or program(s) that will lose staff positions for the ensuing year. Any proposed reduction must be based upon a District-wide standardized registration procedure and historical enrollment projections.

3. If such reduction is to exceed 1% of the certificated teacher/service personnel of the District, the CTA will be notified in writing and its authorized representatives will be consulted before the reduction is affected.

4. The following criteria shall be in descending order with decision made at the first available indicator:
   1. The teacher shall hold a Highly Qualified status and certificate(s) for the position(s).
   2. The overall years of professional experience as defined by total years of teaching experience at relevant grade levels (7-12) and subjects in other comparable accredited institutions and programs.
   3. Possession of multiple areas of Highly Qualified Certification of endorsement.
   4. Advanced Degrees held and/or National Board Certificate.
   5. College Classes or Professional Growth Credit hours earned and reported to Talent Division prior to notification of RIF.

5. Teachers who have been given a preliminary RIF notice shall be given one (1) day to roll over into another content area in which they are qualified.

6. If a teacher is given a preliminary notice of RIF and wishes to be included on other Department Lists where s/he has met High Qualified and appropriate State certification or endorsement requirements, the teacher will send a declaration and documentation of such additional competency to the Talent Division within 24 hours after initial notification of the pending Reduction-in-Force. Otherwise, the teacher’s length of service will be determined only in the subject, service, or special program area in which s/he is currently serving. Other areas of competency will be considered only if a teacher is in danger of being reduced-in-force in his/her current area.

7. Teachers who roll into another area to avoid RIF must roll back into their original content areas in seniority order with RIFed teachers on the Recall List of that area as position become available.

8. A list of personnel who are to be laid off shall be presented to the Governing Board for its approval prior to May 1.

9. Any personnel affected by such Reduction-in-Force will receive written notice prior to April 15 and a list of personnel to be laid off will be sent to the CTA President or Designee at the same time.

10. All personnel hired specifically for study hall assignments shall be laid off before the reassignment process. A person whose major assignment (.6 or more) is study hall shall be included in this group.

11. When a teacher with a Schedule F assignment is placed on a RIF List, his/her Schedule F assignment will be discontinued at the end of the school year and no recall protection is provided.
Voluntary RIF
A. Any teacher may voluntarily have his/her name placed on the RIF List. The request must be in writing and submitted to the Talent Division by April 1. Should a RIF not occur in a teacher’s current seniority area(s) the teacher is not eligible for voluntary RIF. Anyone placed on the RIF List voluntarily will surrender recall rights for one semester. The surrender of recall rights may be extended for one semester periods not to exceed five (5) consecutive extensions.
B. Upon the first contact for recall for the upcoming semester, a rejection of the position(s) offered the voluntary RIFee will be considered a surrender of recall rights said semester. All recall rights are automatically reinstated at the end of each semester during the three (3) year period.

Protection for Teachers Awaiting Recall
A. District-wide lists of “Personnel on Lay-off awaiting Recall” shall have a preferred right of reappointment in the order of seniority in the event of an increase in the number of teachers or the re-establishment of services within a period of three (3) years.
B. A teacher active on the Recall List shall have a preferred right of reappointment in the order of seniority in the event of an increase in the number of teachers or the re-established of services within a period of three (3) years.
C. No new personnel, including part-time, interim, resident, or open-end contract personnel, shall be employed for a subject or service area or program until all personnel awaiting recall have been provided an opportunity to fill the open position for which they are qualified.
D. Upon re-employment, all rights related to salary and fringe benefits shall be restored. Seniority shall continue to accrue while their names are on the Recall List.
E. A teacher waiting recall who accepts a part-time assignment because no full-time assignment is available, shall be offered the first full-time position that becomes available before another teacher awaiting recall with less seniority.
F. A teacher awaiting recall who accepts an assignment split between two campuses because no full-time assignment is available at one school, shall be offered the first full-time position that becomes available at a single school before another teacher awaiting recall with less seniority.

Requirements for Teachers Awaiting Recall
A. Teachers on recall shall submit an address and telephone number to the Talent Division indicating where they can be reached during the summer recess (including address and telephone number where they can be reached should they leave town.) Teachers may authorize the Talent Division, in writing, to accept a position for them in their absence. The Talent Division shall supply forms for this purpose.
B. If a teacher on recall cannot be reached by telephone, a registered letter will be sent to address submitted specifying a reasonable amount of time to respond.
C. If not address or telephone number is provided, or the teacher fails to respond within the reasonable time specified, the next one on recall will then be offered the position(s) available.

VOLUNTARY SEPARATION/RELEASE FROM EMPLOYMENT
Employees who wish to terminate employment will notify the Talent Division in writing, but only after such action has been reported to and discussed with the principal or educational unit supervisor. Subject to the approval of the Governing Board, certified employees shall be permitted to resign while under contract providing the District is given 30 days’ notice and providing a suitable replacement can be found.
Resignation Prior to Contract End Date
In the event a certified staff member finds it necessary to request a release or to resign prior to the contract end date the following procedure will apply:

A. All requests for release/resignations must be submitted in writing to the Talent Executive Director including the reason for the request.
B. Employees released from their contract during the first 30 calendar days after execution of the signed contract/letter of intent, of June 30th, whichever comes first, will not be subject to a fee or penalty.
C. Except for the following circumstances, employees released from their contract on or after the 31st calendar day after execution of the signed contract or letter of intent may incur a penalty of $2,000.00
   • Family obligations necessitate relocation outside the Phoenix Metro area
   • Employee is not eligible for medical leave and sustains personal illness/injury
   • Employee changes job classifications within Phoenix Union High School District
D. Employees may submit a written request to waive the penalty to the Talent Executive Director. If the waiver is denied, the employee may submit a written appeal within 10 days of the denial to the Executive Director for Talent Division, whose decision shall be final with no further avenue of appeal.

RETIREMENT
Employees who plan to retire from their employment with the District at the end of a contract year are expected to notify the Talent Division and their supervisors by March 15th.

Procedures Due to School Closure/Phase Out
1. The following procedures will be applicable in any year when, for the ensuing year, ten percent or more of the District’s teaching staff is affected by school closure/phase out of surplus.
2. The Closure/Surplus shall be held at the earliest possible date in order to permit teachers to meet with their new department and to determine their new teaching assignment prior to the end of the current school year.
3. All teachers, including those new to the department, shall be consulted by the Instructional Leader person at an open department meeting regarding the subjects/assignments they would prefer for the following year. The Instructional Leader and the department teachers shall develop a tentative department schedule based upon consideration of the teachers’ stated preference, professional preparation, teaching experience, staffing needs and administrative scheduling directions.
4. The tentative department schedule will be sent to the administration for utilization in the development of the master schedule.
5. In case of a disputed assignment, the Instructional Leader for the next year and principal/designee shall develop a tentative department schedule, based upon consideration of the teachers’ stated preference, professional preparation, teaching experience, and staffing needs. A copy of the tentative schedule shall be sent to all teachers in the department within one week of the department meeting.
6. If a teacher is still not satisfied with his/her assignment, s/he may appeal.
7. The selection of Instructional Leader shall not be made prior to the annual department organizational meeting.
8. The selection of any open schedule F assignment shall not be made prior to the annual department organizational meeting.
9. Newly reassigned teachers who indicate dissatisfaction with their assignment school, shall be contacted in seniority order if/when any positions in their area open, up to 10 days after the opening of schools.

10. The notification of dissatisfaction must be submitted in writing to the Talent Division within five (5) days after reassignment, and must list schools the teacher would accept. The teacher will be given two (2) opportunities only for transfer, should an opening occur.

11. All teachers hired new to the District for the ensuing year will be placed on the Surplus List as a TBA at the end of that year.

12. All teachers shall be given written notice of their assignments for the forthcoming year by the last day of the school year.

School Consolidation

A. As soon as official action is taken to consolidate schools, the faculties of the two schools will be regarded as on faculty. Professional Agreement language will be followed in determining surplus and in determining assignments and/or subject to be taught. Instructional Leaders for each newly formed department will be appointed according to Professional Agreement procedure.

B. If there is more than one teacher at the consolidation campus with the same Schedule F assignment, other than Instructional Leader, requesting continuation of that assignment, the following process shall be implemented:

1. If it is a single Schedule F assignment (e.g., newspaper, gymnastics, etc.), the teacher with the most District experience in the assignment shall be offered the job.

2. When more than one coach is assigned to the activity, the varsity coach with the most District experience in the position of varsity coach shall be offered the assignment. All other coaching positions shall be vacated and any faculty member may apply. In the activities which involve three or more total coaching assignments at least one-third of the coaching staff shall be chosen from the applicants previously holding similar assignments at the school of closure.

3. There will be no Schedule F exemptions during the implementations of consolidation.

SMALL SCHOOL ENVIRONMENTS

A. A small school environment is a learning environment intentionally designed to be smaller than a typical comprehensive high school. A small school environment includes small schools located apart from the comprehensive campus sites as well as “schools within schools” located on District campus sites.

B. The Small School Environments Continuing Joint Committee shall make recommendations through consensus. Among its recommendations, the committee shall recommend a framework design for any off campus small school environment. Additionally, the committee is available to assist campuses in developing any “schools within schools” on comprehensive campuses and to disseminate information regarding such opportunities in the District, in consultation with the Chief Academic Officer or Designee.

C. On-campus “schools within schools” or other on-campus alternatives:

The Small School Environments Committee is, in consultation with the Associate Superintendent for Instructional and Accountability, available to assist campuses in developing any “schools within schools” or other campus alternatives. Such programs shall be considered as part of the comprehensive campus, and Professional Agreement language shall be in effect.
PROCEDURES

JOB DESCRIPTIONS AND SELECTION

JOB DESCRIPTIONS
A job description for every position in the bargaining unit shall be developed by a joint committee. The committee shall reach consensus on a recommended job description and then forward it for approval to the respective Director of Talent Division and to the president of the respective representative group. Job descriptions shall also be reviewed and revised, as necessary, by a joint committee per this process.

If agreement is not reached by the respective Director of Talent Division and the president of the respective representative group, all recommendations shall be returned to the joint committee to begin repetition of the above process. No revisions or new job descriptions may go into effect until agreement is reached. When agreement is reached, the job description shall be recommended to the Superintendent for implementation and shall be on file in the Talent Division prior to the advertisement of the position.

All job descriptions shall be kept current and contained in a booklet titled *Phoenix Union High School Certificated Job Descriptions*. A copy will be on file at the principal’s office. Changes in any job description are subject to the meet and confer process. Any claim of a job description violation is grievable.

PROCEDURES FOR RECRUITMENT AND SELECTION

Posting Vacancies
When certificated vacancies, including newly created positions, occur, the Talent Division shall post such vacancies and remain open until filled. Candidates must be highly qualified and appropriately certified for the new position for which they apply.

A. Before the Reassignment process occurs, the Talent Division will post a list of all known teaching vacancies in all programs on the District website.
B. Each open position posted will show work location, department, and teaching assignment as known at the time of posting.

Requirements for Selection

New Hires

General Requirements
The following general requirements will be examined when considering applicants for positions in the District:

A. Teaching or service area needs
B. Special qualifications for coaching or co-curricular activities
C. Ethic awareness
D. Sensitivity to learning styles of students.
E. Teaching skills
F. Prior experience
G. Qualifications for the JROTC Instructor position will be made in accordance with the U.S. Army Cadet Command requirements.
General Procedures
A. A completed application form must be on file in the Talent Division before any prospective employee may be considered for employment.
B. The selection of certificated personnel is based primarily on:
   1. An evaluation of the written application, transcripts, recommendations and references, and personal interviews
   2. JROTC “screening” interviews will include an interview with the Director of Army Instruction and at least two current instructors. This group will recommend viable candidates for interviews with principals at schools with JROTC openings.
C. A District interview card must be completed by each person interviewed and the original filed in the Talent Division.
D. All qualified applicants must be considered for the vacant position. Before a new teacher is hired, any qualified teacher identified as surplus must have been assigned, as well as consideration given to teachers requesting reassignment as previously specified.
E. A team consisting of the Instructional Leader, if available, and the principal/educational unit supervisor (or designee), serving as chairperson, shall be involved in interview prospective employees and recommending their hire.
F. Applicants for vacancies in the position of school nurse shall be interview by the principal, a school nurse, and such other as the principal and the nurse deem appropriate.
G. It is essential that the Affirmative Action File, which contains the applications of women or ethnic minorities who have not been employed, be consulted to determine if qualified minority applicants are available. The team will give every consideration to the hiring of applicants from this file.
   1. All members of the selection team are encouraged to consult the Affirmative Action file.
   2. A record must be made indicating that the Affirmative Action file was consulted by at least one member of the recommending team before a vacancy is filled.
H. The chief administrator at the unit (i.e., principal or education unit supervisor) will have the primary voice in the selection of personnel.
I. No official commitment to a prospective employee exists until the electronic Personnel Action Request (ePAR) has been created and approved by the Talent Division. The Talent Division will not approve the (ePAR) until the applicant has provided the Talent Division with a valid certificate.
J. Professional staff may be hired with either a Bachelor’s of Master’s degree. The District requirements must be met for any given position, which include 24 semester hours of credit in the subject area. In addition, applicants must possess a valid IVP fingerprint clearance card.
K. Requirements for certificated positions are determined by Arizona Department of Education. Additional qualifications are identified in the various job descriptions, which are prepared and maintained in the Talent Division office.
L. To be assigned to a certificated position in this District, an applicant must be appropriately certified by ADE, and be highly qualified for the vacant position and meet any specialized certification requirements in a particular area.
M. No certificated personnel will be assigned to teach outside the scope of his/her teaching certificate or major or minor field of study as determined by the accrediting institution or State Department requirements needing special endorsement(s).
N. Anyone to be accepted for any teaching position in the District, with the exception of the Career and Technical Education (CTE) program and JROTC Instructors, must meet the following professional requirements.
1. A valid Arizona Certificate for Teaching in the Secondary Schools of the State, as well as any special certification requirements in a particular area which are commensurate with positions held in the District, must be recorded with the Talent Division before the teacher may be issued a contract or receive a salary payment.

2. Thirty (30) semester hours in the major subject area field, and

3. A Bachelor’s degree or a Master’s degree.

O. Requirements for CTE certification are determined by the Arizona Department of Education and state certification office. A CTE program teacher will be employed with a Provisional or Standard CTE, as per CTE state certification requirements. The CTE certificate held by the teacher must be in the area for which they will be hired to teach (Agriculture, Business and Marketing, Family and Consumer Sciences, Health Careers, and Industrial Technology).

1. A valid Arizona certificate for teaching must be recorded with the Talent Division before the teacher may be issued a contract or receive salary payment.

2. The minimum requirements for employment in the District as a Teacher Coordinator is a valid Arizona teaching certificate with a cooperative education endorsement.

P. The Talent Division (The Director of Army Instruction in the case of JROTC instructors) will provide each newly hired teacher with a summary of the terms and conditions of their employment to include:

1. Date of hire/ePAR
2. Range & step on salary schedule.
3. Rights granted by type of contract issued.
4. Responsibility for additional education (if required) and deadline for its completion.
5. Required certification by the U.S. Army Cadet Command and acquisition of an Arizona State JROTC teaching certificate within 30 days of hire, in the hiring of a JROTC Instructor/Senior Army Instructor.

Q. All certificated personnel are employees of the District, not a particular school, and may be initially assigned to any unit in the District to positions for which they are qualified.

R. Employees of the District offered contracts of employment shall indicate acceptance of a contract by accepting their contract through the iVisions/ESS Portal within fifteen (15) business days from the date of the contract or contract renewal by the Talent Division.

**Alternative Certification Program**
The Phoenix Union High School District will follow the guidelines of the alternative certification program as outlined by the Arizona Department of Education.


**The Role of the Instructional Leader**
The Instructional Leader represents the department to campus and District administration, students, feeder schools, and the community at large. As an advocate for the department, the Instructional Leader will respond to the needs of the staff and student population. The Instructional Leader will be an effective collaborator, communicator, and resource for quality instruction.

**Duties of the Instructional Leader**
1. Curriculum
   1.1 Leads the department in setting departmental procedures and developing goals, objectives and action plan to increase student achievement.
1.2 Collaborates with the members of the department, the principal, the educational supervisor, the Instructional Leader of other high schools in the District, and those responsible for the programs at levels above and below the high school to plan, implement, and evaluate the curriculum.

1.3 Communicates with department members to keep them informed of school, District, and state concerns, policies, models and changes.

2 Support of the Instructional Program
   2.1 Assumes responsibility for the selection, organization, and distribution of instructional materials/supplies, testing materials and professional library resources.
   2.2 Coordinated the administration of District-required testing.
   2.3 Assists teachers in addressing issues related to students, classroom instruction, parents, community members, and other/or other personnel.
   2.4 Facilitates departmental activities to improve instructional and curriculum.
   2.5 May assist with implementation of the certified evaluation system.

3 Personnel
   3.1 Collaborates with administration and staff determining teaching assignments.
   3.2 Assists the principal/designee in resolving problems related to substitute coverage within the department.
   3.3 Convenes department meetings on a regular basis.
   3.4 Assists, whenever possible, the principal/designee in interviewing prospective teachers.

4 Budget
   4.1 Assists in allocation, implementation, evaluation, and use of fiscal resources to meet program objectives.

Instructional Leaders/Small Schools
For Instructional Leaders (ILs) in multiple departments at Small Schools, the determination of which IL meeting to attend will be made at the individual’s discretion with notification to the principal and the Instructional and Accountability Division Content Specialist and/or Curriculum Supervisor. The principal may reassign the IL to another meeting on occasion, based upon a specific site’s needs. On a voluntary or rotating basis, another Small Schools departmental teacher may attend a District Instructional Leader meeting as an alternate. With prior approval of the Curriculum Director, this individual may be compensated at an hourly rate of pay for his/her time.

Selection of Instructional Leaders and Managers of Established Programs
A. The term of an Instructional Leader or manager position will be one school year subject to a satisfactory Instructional Leader evaluation to be conducted no later than March 1st. (See Proc. 8-2 for the evaluation process) The term may be altered at any time through the Meet and Confer process. Any interested certified member of the department/program/cluster may apply for the department posted position subject to the regular selection and appointment process.

B. The term of an Instructional Leader or program manager will be one school year and the filling of these positions will follow the procedures below:
   • Instructional Leader evaluation to be conducted no later than March 1st.
   • After Instructional Leader evaluations, all departments and members will be informed of the ability to be considered for IL for the following school year.
   • Any interested certified member of the department/program/cluster may apply for the department posted position subject to the regular selection and appointment process.
• The current IL subject to the evaluation process, may be considered for concurrent terms and if there are no applicants other than the current IL, the principal may appoint the IL to continue for the next school year.
• If there are more applicants than the current IL, interviews will be held.

C. When Instructional Leader vacancies occur, the principal and CTA unit chair will conduct a meeting by April 15 (or when a vacancy occurs) for all members of all affected departments. Requirements for selection will be reviewed. At this meeting, each department will set a date to elect a department representative.

D. At the department meeting, a member of the department who is not an applicant for the vacant position will be elected by secret ballot by members of the department/program/cluster. The department representative may gather information regarding chair selection from his/her department members.

E. The principal and elected representative of the department/program/cluster, will interview prospective applicants from the department/program/cluster based on the following criteria:
   1. Demonstrates a commitment to high learning expectations for all students.
   2. Demonstrates a commitment to teaching excellence.
   3. Demonstrates a commitment to professional development for their department or program
   4. Demonstrates effective collaborative communication and organizational practices.
   5. Demonstrates knowledge of District curriculum and effective instructional practices.
   6. Demonstrate initiative and follow-through in implementing activities in their department or program.
   7. Demonstrates knowledge and application of the certified evaluation system. In the event that the members of a department/program/cluster cannot agree on a teacher member to meet with the principal, the principal shall appoint a teacher from the department/program/cluster to serve in that role.

The principal and the teacher member of the interview committee will attempt to reach consensus on a recommendation for the position.

If all teachers in a given department/program/cluster are applicants for the Instructional Leader position, the CTA unit chair or designee will serve with the principal to make the recommendation for the position. The principal’s recommendation will be forwarded to the Talent Division.

F. All openings will be advertised on campus by April 15 annually. Selections will be made and posted by May 1st. Exceptions to the Instructional Leader selection process may be made at the discretion of the principal in the event that fifty percent or more of the teaching positions are unfilled within a given department/program/cluster. Instructional Leader selections will be made no later than September 10.

G. If there are no members of the department/program/cluster willing to be applicants, or if no members of the department/program/cluster are recommended in the above procedures, the position will be advertised District-wide. Members of the department who applied for the position during the first advertisement will not be permitted to apply. Applicants must be from an appropriate teaching discipline. The principal will conduct the interview and forward the name of the recommended applicant by May 20 to the Talent Divisions.
The recommended application may not be chosen from earlier applicants who were not accepted prior to the positions being advertised District-wide. If this application is approved, and no opening in the department/program/cluster exists, the surplus procedures in the Professional Agreement shall be following provided the surplused teacher is notified prior to Reassignment process.

H. Leader/Manager positions vacated during the summer may be filled by the principal appointing an acting leader/manager from the members of the current department/program/cluster to perform summer responsibilities for which a chair/manager is paid. As soon as possible after school reopens, the department/program/cluster shall convene a meeting to activate the regular process for selection.

I. Any teacher currently hired in the District, who reassigns to another school, are (is) eligible to apply for the Instructional Leader position.

J. There should be only one position known as the Exceptional Student Services Facilitator for each campus.
   1. The ESS Facilitator selection committee will consist of the principal, Director of Exceptional Students, and a department representative to be selected by the department, and CTA president or designee. Final decision will be made by the principal in keeping with the Instructional Leader process.
   2. The person selected will receive a Schedule A because the position encompasses Instructional Leader Duties.
   3. The term of ESS Facilitator will be one year, subject to satisfactory evaluations.

Special Campus Assignment

A special campus assignment is defined as a partial or full-time campus assignment which is not a regular teaching, service or special program area assignment and is assigned in lieu of one or more regular teaching periods. The position of Gifted Facilitator is an example of a special campus assignment for which a release period is normally assigned. A teaching assignment which requires no specific teaching certification, such as Student Government and Yearbook, is also considered a special campus assignment. The following guidelines apply to all special campus assignments unless selection guidelines for a specific assignment are listed elsewhere in this agreement.

A. Each special campus assignment shall have a job description which shall include duties, responsibilities, and qualifications for the job.

B. A list of all special campus assignments shall be advertised annually to certificated personnel on the campus prior to staffing the positions.

C. All special campus assignments shall be made available only to certificated staff currently assigned to the campus who has worked in the District/school a minimum of one nine week grading period. (Minimum requirement may be waived by mutual agreement of the CTA president and the Talent Executive Director.

D. A teacher interested in a special campus assignment shall have five (5) days after the special campus assignment is advertised to notify the principal in writing of his/her desire to be considered for the position. Though the teacher does not need to be interviewed to be considered for the position, the teacher shall be granted an interview upon teacher request. Final selection shall be made by the principal/designee.

E. The term of a special campus assignment ends during the school year in which the assignment was made unless an exception for a specific assignment is listed elsewhere in this agreement.

F. A teacher who accepts a special campus assignment shall continue to be a member of the department from which he/she came when the special campus assignment was given.

G. When an extra pay increment such as a Schedule A or Schedule F is allocated for a special campus assignment, the extra pay increment shall be allocated for the term of the assignment and does not entitle the recipient to any property rights to the extra pay increment.
Selection of Managers for New Programs

A. Newly created Program Manager positions shall be advertised within the District through posting in the office of each school and/or department and listed on the PXU District webpage for at least ten (10) days before the position is closed. Only qualified teachers with at least three (3) years of teaching experience, with the year prior to the TOA assignment having been served in the District, may apply and shall be interviewed. The best qualified applicant as determined through the selection process shall be hired.

B. If no District teacher is recommended through this selection process, prior to posting the position outside the District, the Talent Executive Director shall inform the CTA president of the need to hire outside the District.

C. The initial term for the Manager of a new program shall be three (3) school years.

Selection for Schedule F Assignment Other Than Coaching

Normally, Schedule F Assignments other than coaching will be made only to certificated staff at a school. If it has been determined that there is no candidate available from among the certificated personnel at that school, it is possible to utilize other District employees who are qualified.

Selection of Coaches

A. Candidates for varsity head coaching positions shall be screened and interviewed according to the following procedures. Final recommendation for a varsity head coach shall be made by the Principal. The recommendations of the principal will be sent to the District administrator overseeing Athletics for approval and submission to the Talent Division. Only a certificated person may be hired as a varsity head coach.

Step 1 Positions shall be advertised to all District employees by the school’s Assistant Principal of Student Opportunities (APO) on the District’s electronic mail system as well as outside the District. The posting will be left open for five working days.

Step 2 An interview committee consisting of, at a minimum, the Principal and or Assistant Principal of Student Opportunities (APO), the CTA Unit Chair or Unit Chair designee and a representative of CEA if there are applicants who are classified employees shall be convened. The same interview committee, questions, and scoring system must be used for all interviews. In-District applicants will be given first opportunity to schedule an interview. All in-district candidates will be given two (2) business days to respond to the Interview request from the APO’s office. Failure to respond in that time frame will void their opportunity for first schedule choice.

Once all interviews are complete, in-district applicants will be considered for the position before out-of-district applicants. If candidates are equally qualified, preference will be given to the in-district and/or on-campus faculty member.

Step 3 Should there be no consensus; each party will submit recommendations with the rationale to the District Administrator overseeing Athletics, who will select a candidate for the position.

In-district applicants may grieve the interview process per the general grievance procedures in the Professional Agreement. No hiring selection will be made until any such grievance of the interview process has been resolved.
B. Candidates for assistant coaching positions shall be screened and interviewed according to the following procedures. Final recommendations for assistant coaches shall be selected by the consensus of the Principal / Assistant Principal of Student Opportunities (APO) and the head coach.

Step 1  Positions shall be advertised to all District employees by the school’s Assistant Principal of Student Opportunities (APO) on the District’s electronic mail system as well as outside the District. The posting will be left open for five working days.

Step 2  An interview committee consisting of, at a minimum, the Principal and or Assistant Principal of Student Opportunities (APO), and the head coach. The same interview committee, questions, and scoring system must be used for all interviews. In-District applicants will be given first opportunity to schedule an interview. All in-district candidates will be given two (2) business days to respond to the Interview request from the APO’s office. Failure to respond in that time frame will void their opportunity for first schedule choice.

Once all interviews are complete, in-district applicants will be considered for the position before out-of-district applicants. If candidates are equally qualified, preference will be given to the in-district and/or on-campus faculty member. The CTA Unit Chair will be informed in writing (email) of the process and the decision of the committee.

Step 3  Should there be no consensus; each party will submit recommendations with the rationale to the District Administrator overseeing Athletics, who will select a candidate for the position.

In-district applicants may grieve the interview process per the general grievance procedures in the Professional Agreement. No hiring selection will be made until any such grievance of the interview process has been resolved.

C. Vacant coaching positions for Fall sports shall be advertised by May 1 for the following year. Vacant coaching positions for Winter and Spring sports shall be advertised by September 1.

D. All Schedule F assignments given to District non-certificated personnel and to non-District personnel shall be for one (1) year only and must be re-advertised according to the procedures indicated above. Non-District personnel are responsible for successful completion of the performance agreement.

E. If a coaching position becomes vacant within four weeks of the start of the season or during the season, the principal and/or unit Athletic Director shall recommend to the District administrator overseeing Athletics an acting coach for the affected sport(s). Such positions shall be considered vacant for the following year.

F. A coach from within the District who has been chosen to coach on another District campus should be given an unassigned final period, if possible, to enable him/her to report to the second campus as early as possible.

G. If a sport program begins, but is canceled for good and sufficient reason during the season, the principal shall submit a cancellation of the Schedule F contract as soon as possible.

H. Mileage one way will be paid to any District coach with a coaching assignment on another campus. A non-District coach will also be paid mileage one way to the coaching assignment. The maximum mileage shall not exceed $150.00 per coaching season.

I. All Schedule F assignments given to personnel employed as teachers of the Phoenix Union High School District are one (1) year appointments not subject to property rights and due process as described in the Employee Conduct Discipline Handbook. Rather, due process shall be extended to Schedule F assignments per the language detailed in this section with minimal due process.
guaranteed during the first year of service and the performance agreement process guaranteed after that.

J. All coaches and sponsors, except for those whose Schedule F assignments which are directly connected to a classroom teaching assignment such as band, dance, drama, orchestra and vocal music, will be in serviced and given the school, District, and AIA (as appropriate) rules, procedures and expectations in writing as a performance agreement at the beginning of the season (coaches) or school year (sponsors). The performance agreement shall be signed and dated by the coach/sponsor upon receipt indicating that the coach/sponsor is aware of the job expectations. Win/Loss record shall not be criteria of the performance agreement.

K. Coaches and sponsors shall be given written feedback and/or documented oral feedback regarding job performance throughout the year (sponsors) or season (coaches) by administration and head coach, where appropriate. Within six weeks of the end of the season, coaches and sponsors shall be given written feedback on the performance agreement stating whether the job expectations have been met.

L. A coach or sponsor in his/her first year of service in a specific position/level (for example, varsity boys’ basketball and JV boys’ basketball are two different positions/levels) may be removed through the minimal due process procedure which includes notice of intent from the principal and the right of the coach or sponsor to present his/her reasons and explanations, within 10 working days of written notice. The principal’s decision to remove the coach or sponsor is final.

M. After the first year of service, a coach and a sponsor shall be extended a new contract for the following school year, based upon successful completion of the performance agreement.

N. Schedule F coaches or sponsors may be removed during the season or contract year for egregious behaviors or actions through the procedures present in Governing Board Policy KEB, Regulation KEBR, Exhibit KEB-E entitled the Discipline, Suspension and Dismissal Professional Staff Members or Governing Board Policy GDQD and GDQ-R entitled Discipline, Suspension and Dismissal Support Staff Members.

O. When a teacher with a Schedule F assignment is placed on a RIF list, his/her Schedule F assignment will be discontinued at the end of the school year and no recall protection is provided.

P. Schools either phasing out or beginning AIA sanctioned athletic competition shall be entitled to participate in sports programs at the level best suited to the athletic ability of the participants. The school shall offer at least one Fall, Winter, and Spring sport for girls and for boys.

Should it be determined by the unit, in conjunction with the District administrator overseeing Athletics, that the appropriate level shall be below that of varsity competition, such teams shall be under the direction of a head coach, who shall be paid at a rate one percentage point of base below that of the varsity level index.

PXU Probationary Teacher
A certified employee who has been employed on a full-time basis by the Phoenix Union High School District for less than three (3) years or who is beginning the teacher’s fourth year of employment and who has been designated in one of the two lowest performance classifications.

Reclassified Probationary Teacher
A certificated teacher who is currently a continuing teacher as defined in Section §15-538.01 but who has been designated after an evaluation conducted according to the requirements pursuant to Section §15-537 in the lowest performance classification for the current school year shall become a probationary teacher as defined in Section §15.536 for the subsequent school year and shall remain a probationary teacher until that teacher’s performance classification is designated in either of the two highest performance classifications.
Continuing Status Teacher
A continuing status teacher is one who has been employed by the school District for the major portion of three (3) or more consecutive school years and has met the requirements outlined in the previous probationary teacher section. A continuing teacher who was assigned probationary teacher status pursuant to §15-536, shall be returned to continuing teacher status upon designation in either of the two highest performance classifications.

The contract of employment of a probationary or continuing teacher for a school year shall be deemed automatically renewed for the next ensuing year unless, on or before May 1 immediately preceding the ensuing school year, the District gives notice to the teacher of the termination of his/her contract.

Athletic Trainers
An Athletic Trainer shall be given probationary and continuing status through requirements similar to those required of teachers.

Nurses
Nurses will be in a probationary status during the initial ninety (90) workdays of employment. During this time, the probationary nurse is subject to release or discharge by the District. Information forming the basis for such action shall be made available to the employee.

Temporary Certificated Personnel
The Governing Board authorizes the Talent Division to employ qualified substitute teachers as temporary employees. When a substitute teacher replaces the same teacher for an extended period (20 days of continuous teaching), and is qualified according to District standards for that position, s/he is given an open-end contract. This contract extends for thirty (30) calendar days, or until the regular teacher returns, whichever occurs first. If the regular teacher does not return by the expiration date of the 30-calendar day contract, salary for the contract period will be at the rate shown in the Teachers’ Salary Schedule for a teacher with the substitute teacher’s training and experience.

A. When the guest teacher is needed in the same classroom situation for more than 20 consecutive days, the guest teacher will be placed on an open-end contract, but only under the following conditions:
   1. Preference shall be given to the teacher who possesses a provisional or standard Arizona teaching certificate, qualifying the teacher to teach a subject of his/her major field for which s/he is being hired.
   2. A Personnel Action Request must be sent to the Talent Division requesting that the guest teacher be placed on open-end contract.
   3. A guest teacher who has become eligible for or been given an open-end contract during a semester at one school, and then is assigned within five school days to another class or school where an extended absence is expected, or where there is a no-teacher situation, shall be issued an open-end or interim contract.
   4. The guest teacher’s work must have been rated satisfactory.

B. A list of open-end contract teachers shall be sent to the office of the CTA on the first work day of each month.

C. Teachers on open-end contract, as well as guest teachers, are temporary employees and, therefore, receive none of the fringe benefits accorded permanent certified employees.

D. The open-end contract teacher must be evaluated at least once before a second open-end contract or a regular contract may be offered that teacher. A copy of the evaluation must be on file in the Talent Division.

E. If an open-end contract teacher is needed beyond the end of the first open-end contract period in a two-semester school, the teacher will receive a regular contract for the remainder of the semester, unless s/he is replacing a teacher who is expected to return from an extended absence before the end of the semester, in which case, a second open-end contract will be issued until the
return of the teacher. A teacher on a regular contract under these provisions is eligible for fringe benefits retroactive to the first day of employment. A new electronic Personnel Action Request (ePAR) must be submitted.

F. If an open-end or interim teacher is needed beyond the end of a semester, the teacher will be made a regular employee and eligible for fringe benefits for the full semester.

EXCEPTIONS:

1. The situation where a regular teacher for whom the open-end teacher is substituting will probably return from extended absence sometime during that period.

2. When a teacher returns from an extended absence, an ePAR must be created immediately and notification to the Talent Division terminating the employment of the teacher on open-end contract.

3. No fringe benefits will be allowed any teacher until s/he becomes a regular employee teaching three periods or more.

4. Any highly qualified and appropriately certified teacher who has taught full-time in the area for which they are highly qualified and appropriately certified for more than one-half of the number of school days per the official school calendars – whether under regular contract, open-end contract, or any combination of the two - receives a full year of teaching credit.

5. If s/he is not rehired, a letter must be sent and reasons for discontinuance given, since s/he has the rights of a Probationary teacher.

6. S/he receives a year of service credit on his/her next year’s salary, if s/he is rehired.
PROC. 5
SALARY AND COMPENSATION

EMPLOYEE COMPENSATION
Annually, the administration shall meet and confer with representative of the various employee groups to develop proposed salary schedules and benefits packages.

Contractual Errors
An apparent contractual error must be brought to the attention of the Talent Division prior to June 30 of the fiscal year for which the contract is written, or within 45 days after receipt of the contract, whichever is later.

Certified Staff Salary Schedule (209 Days)

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<th>RANGE 2, MA/BA+36</th>
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Milestones for All Employee Groups ARE IN THE PROCESS OF BEING DEVELOPED

*Multiple milestone will be based on: Progression through the salary schedule, honoring years of service at key years and sustainability.
### JROTC Salary Schedule (214 Days)

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</table>

Milestones for All Employee Groups ARE IN THE PROCESS OF BEING DEVELOPED

*Multiple milestone will be based on: Progression through the salary schedule, honoring years of service at key years and sustainability.*
### Nurses' Salary Schedule (209 Days)

<table>
<thead>
<tr>
<th>Step</th>
<th>LPN</th>
<th>RN Pre-BA</th>
<th>BA</th>
<th>MA/BA+36</th>
<th>MA+15</th>
<th>MA+30</th>
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Milestones for All Employee Groups ARE IN THE PROCESS OF BEING DEVELOPED

*Multiple milestone will be based on: Progression through the salary schedule, honoring years of service at key years and sustainability.
CALCULATING DAILY AND HOURLY RATE OF PAY
Listed below are the number of official contract days and the number of contract days to be used to calculate daily rate of pay.

<table>
<thead>
<tr>
<th>Contract Term</th>
<th>Number of Official Contract Days</th>
<th>Number of Contract Days for calculating Daily Rate of Pay</th>
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<tr>
<td>9 Month</td>
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<tr>
<td>12 Month JROTC</td>
<td>262</td>
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<tr>
<td>CAMPUS JROTC</td>
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<td>214</td>
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<tr>
<td>10 Month TOSA, LIFT*</td>
<td>229</td>
<td>229</td>
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</tbody>
</table>

*The Ten (10) Month TOSA, LIFT contractual days are the equivalent of 20 extra contractual days beyond the 9-month contract.

DAILY RATE: Is the employees contract divided by the appropriate number of contractual days based on chart above.

HOURLY RATE: Is the teacher’s daily rate of pay divided by 7. (Proc. 3-3, paragraph “L”)

.2 ASSIGNMENT COMPENSATION RATE: A teacher accepting this assignment will be compensated at .2 or the period equivalent if the class is a block class of daily rate, depending on the school schedule. The compensation will be paid as supplemental pay. (Proc. 3-3, paragraph “5”)

SUMMER SCHOOL RATE: Teachers will be paid at the rate of .8 of their current year contracts daily rate.

CLASS COVERAGE PAY RATE: Teachers will be paid at the rate of $25.00 for class coverage or the period equivalent if the class is a block class. (Proc. 5-12, paragraph E)

SUPERVISION PAY RATE: If faculty supervision is provided for required student activities outside of the district other than during the regular workday, the teacher shall be paid at the rate of $12.50 per hour not to exceed six (6) hours of %75.00 within any calendar day period. (Proc. 5-11, paragraph A)
CERTIFIED EMPLOYEE: Teacher, Athletic Trainer and JROTC Salary Schedule Initial Placement
SEE MOA FOR PLACEMENT OF CERTIFIED STAFF FOR 2019-2020 SCHOOL YEAR, GOVERNING BOARD APPROVED MARCH 2019. THIS MOA WILL SUPERSEDE PLACEMENT LANGUAGE BELOW. JROTC IS EXEMPT FROM THIS MOA AND IS IDENTIFIED WITH AN ASTERISK (*).

New Certified employees shall be placed on the appropriate range and step per the guidelines listed in this section:

A. A teacher with a regular or an emergency certificate will be placed on the appropriate range of the Teachers’ Salary Schedule depending upon the teacher’s level of education: Range 1 (BA), Range 2 (MA or BA+36), Range 3 (MA+15), Range 4 (MA+30), or Range 5 (MA+45).

B. A CTE teacher* with State Licensure and the Provisional CTE Certificate employed in a program for which State Licensure and the CTE Certificate is the minimal or only requirement for employment shall be placed on Range 1.

C. Newly hired Athletic Trainers* shall be placed on the Athletic Trainers’ Salary Schedule at the appropriate range based on education and the appropriate step based on experience. Prior experience will be granted on any range for teaching or school athletic training experience at the ratio of one year equals one step up to seven years. Unless otherwise negotiated in the approved negotiations process.

D. An Athletic Trainer who is also a teacher may be assigned to teach an additional class in which he/she is highly qualified with pay calculated on the teachers’ salary schedule according to Professional Agreement language pertaining to additional .2 assignments.

E. A teacher of JROTC who accepts a teaching job different than JROTC will be placed on the Certified Salary Schedule at a step and range commensurate with the teacher’s education and prior teaching experience provided that placement does not cause the teacher a loss in salary. If the initial placement would cause a loss in salary, the teacher will be placed on the appropriate range for education but at the first step on that range which would not cause a loss in salary.

F. Beginning with non-JROTC teachers hired for the 2002-03 school year, prior service credit for teaching will be granted on the basis of one step on the salary schedule for each full-time, full year of prior teaching service. Prior experience will be granted on any range for experience at the ratio of one year equals one step up to seven years, unless otherwise agreed upon during the approved negotiations process.

G. Beginning with non-JROTC teachers hired for the 2001-02 school year, prior service credit for work experience will be granted to a teacher hired with State Licensure or a CTE Certificate for a CTE teaching job for which the State Licensure and/or a CTE Certificate is preferred. This prior service credit will be on the basis of one step on the salary schedule for each full-time, full-year of prior work experience in the field for which the teacher is being hired. Prior experience credit for these teachers shall include the combination of prior teaching and prior work experience. Beginning with teachers hired for the 2002-03 school year, prior service credit for work experience will be granted with a maximum to seven years for those initially placed on Ranges 2, 3, 4 or 5, unless otherwise agreed upon during the approved negotiations process.

H. Prior service credit for classified employees who began a teaching job after July 1, 1999, shall be granted on the basis of one step on the salary schedule for each 3 full years of continuous service in the Phoenix Union High School District. Beginning with teachers hired for the 2002-03 school year, prior service credit for District classified experience will be granted with a SEVEN YEAR maximum for those initially placed on Range 1 to seven years for those initially placed on ranges, 2, 3, 4, or 5. Classified longevity may not be applied to the Certified Salary Schedule, unless otherwise agreed upon during the approved negotiations process.
I. *JROTC TEACHERS:*

1. Will be placed on the appropriate range of the JROTC Salary Schedule depending upon the JROTC teacher's level of education: Pre-BA, Range 1 (BA), Range 2 (MA or BA+36), Range 3 (MA+15), Range 4 (MA+30), Range 5 (MA+45). This initial placement will be compared to the minimum instructor pay (MIP) formula found in the cadet command Regulation 145-2 and adjusted using a supplemental pay stipend equal to the salary required by the military formula.

2. **DEPENDING ON THE GOVERNING BOARD APPROVED CALENDAR FOR THE YEAR, 12-MONTH JROTC TEACHERS WILL WORK A DIFFERENT NUMBER OF DAYS RANGING BETWEEN 260 TO 262. COMPENSATION WILL BE ADJUSTED ACCORDINGLY.**

3. JROTC instructors will be able to progress on the JROTC salary schedule in the same manner as all other certified employees on the Certified Salary Schedule. This includes advancement through education by submitted the necessary paperwork to the Talent Division.

4. The JROTC salary schedule shall be increased in the same manner as the certified employee salary schedule. There will be no additional salary increased, other than those required by military formula.

5. The Executive Director of Talent, or designee, and CTA President, or designee, will meet with the JROTC Director of Army Instruction on an annual basis to review any changes to the minimum instructor pay regulation and determine if there are required changed to the JROTC salary schedule via the approved negotiations process.

J. A teacher who submits his/her resignation and is rehired within on school year, will be considered as no interruption of service, and will be placed on the salary schedule in the appropriate range and step at the time of resignation.

**Advancement through Salary Schedule for Education**

A. If initially placed on Range 1, a non-JROTC teacher will be advanced to Range 2 upon completion of 36 additional hours or an MA. The same will apply for a JROTC teacher to advance from Range 2 to Range 3 on the JROTC Salary Schedule. For a JROTC teacher to advance from Range 1 to Range 2, a Bachelor's degree is required.

B. Beyond Range 2 for a non-JROTC teacher and beyond range 3 for a JROTC teacher, a teacher will be advanced one range for each additional 15 hours of academic credit as described in the “Requirement for Academic Work” section. These hours must have been earned prior to September 1, and proof of completion received by the Talent Division prior to November 1. In the event November 1 occurs during a non-work day, proof of completion must be received by the next work day.

C. A teacher teaching in a program for which state licensure and/or CTE certification is preferred may substitute work experience credit for advancement through the salary schedule for education after a Master’s degree has been earned as follows:

1. Prior approval is not necessary for verification of credit under this section but verification of the work experience is necessary.

2. Verification of the work experience shall be submitted by the teacher requesting work experience credit. The verification shall include a memorandum from the teacher’s supervisor attesting to the hours worked and a justification statement by the teacher which indicates how the work experience specifically increases his/her teaching skills and/or knowledge of subject matter and is directly related to the curriculum of the department in which the teacher is assigned or areas in which the teacher is certified to teach.

3. Thirty-five (35) hours of unpaid work and seventy (70) hours of paid work are equivalent to one hour of credit for advancement through the salary schedule for education. No more than six (6) hours of credit will be granted towards each range for the same type or level of work experience.
4. A memorandum from the teacher’s supervisor or employer must be attached to the signed Verification for Trade and Technical Work Experience Credit Form and submitted to the Talent Division for approval prior to requesting an additional increment. Verifying memorandums should include: a) description of the activity, b) statement verifying completion of the activity, c) total number hours of participation, and d) whether paid or unpaid.

5. Credit will not be given for paid teaching assignments.

D. An athletic trainer shall be given Professional Growth credit for Continuing Education Units (CEUs) at the ratio of fifteen CEUs equating to one Professional Growth credit, provided the trainer receives prior approval from the Student Connectedness Director and provided the District does not pay for the continuing education units.

**Advancement Through Salary Schedule for Experience**

A. ALL teachers / certified employees shall be advanced through the steps of the salary schedule at the rate of one step per year of service in the District, unless otherwise agreed upon during the approved negotiations process.

B. A teacher / certified employee with regular or an emergency certificate who has worked full-time in the District for a minimum of one week less than a typical 18-week semester shall be advanced one step on the salary schedule for the following year. If full-time employment has been for one-half or less of the total days on duty for teachers per the official school calendar(s), the teacher shall remain on the same step of the salary schedule for the following year.

C. A teacher whose teaching load is more than two periods per day and who is employed by this District for more than half of the total days on duty for teachers per the official school calendar(s) and who has not been terminated before the end of the school year shall be advanced one step on the salary schedule the following year, unless otherwise agreed upon during the Interest Based Negotiations process. A teacher whose teaching load has been two periods per day or less shall remain on the same step of the salary schedule for the following year. In either case, the teacher shall receive the fractional part of that salary proportioned to the amount of time s/he is teaching.

**Requirement for Academic Work**

A. A teacher / certified employee with a Bachelor’s Degree only may not progress beyond Step N of Range 1 on the Salary Schedule. Teachers with the Provisional CTE Certificate employed in programs for which CTE certification is the minimal or only requirement for employment will be placed on the Range 1 salary schedule and may not progress beyond Step N.

B. After initial placement, a JROTC teacher may progress through the JROTC Salary Schedule in a similar manner as other teachers.

**Academic Credit**

A certified employee, including Athletic Trainers, will be advanced through the salary schedule for education provided the academic credits are acceptable per the guidelines listed in the “Requirements for Academic Work” section.

A. Academic credit earned at accredited institutions is acceptable.

B. Academic credit shall be granted for the following:

1. Study done at the request of the officials of the District.
2. Study accepted for credit toward an advanced degree by an accredited or recognized institution of higher learning.
3. In-service educational programs approved through the Professional Growth Program.
4. College courses, graduate and undergraduate, at the college/university level, taken subsequent to the baccalaureate degree even if prior to receiving regular teaching credentials, which:
   - relate to the participant’s current teaching area or any area in which the teacher has taught in the District, or
   - are pertinent to the teacher’s specific discipline or are on the approved list of courses applicable to all District teachers per the Appendix listing “Fields of Study.”
Teachers shall receive academic credit for courses offered through the District, even if the coursework is free to teachers, provided the coursework falls under the “Fields of Study” guidelines in the Appendix.

C. Study done in the area of the participant’s current co-curricular responsibility.

D. Independent study must have prior approval from the Talent Division. Independent study may be utilized in lieu of participants having to register formally (pay tuition at a university or college.)

E. Attendance at conferences, institutes, seminars, clinics, etc., after a written proposal has been approved by the Talent Division.

F. Teachers who have not received their Master’s degree may accumulate academic credit which can be applied toward a salary increment after the requirements for the Master’s degree have been met. The first 45 credits used to meet the requirements for the Master’s degree (as outlined in the Program of Studies submitted to the university) cannot be applied to Ranges 3, 4, and 5. Credits earned prior to receiving a Master’s degree which were not requirements for the Master’s degree may be applied to Ranges 3, 4, and 5 after receiving a Master’s degree even if these credits had formerly been applied to Range 2 (BA + 36).

G. In the event that a Master’s degree requires more than 45 semester hours, any credit hours above 45 of the hours required for the degree may be applied to Ranges 3, 4, and 5 after receiving the Master’s degree provided that proof of completion is filed with the Talent Division after November 1, 1993, and not sooner.

H. JROTC instructors may receive credit for advancement through the pay increments above the Master's degree in the same manner as other teachers.

I. An Athletic Trainer may take classes for advancement through the salary schedule in a similar manner as teacher but must receive approval from the Talent Director prior to taking the classes.

**Verification of Academic Work and Procedures for Final Approval**

A. To receive credit for academic work, an official transcript or certificate of completion must be submitted to the Talent Division.

B. In the event there is disapproval of the academic work, the rationale shall be transmitted to the teacher. The teacher may submit an appeal in writing to the Superintendent/designee. (The designee shall not be someone who has previously acted on the request.)

C. A teacher requesting advancement on the salary schedule for education should submit a credit evaluation form which can be obtained from the iVisions/ESS Portal or Talent Division and must supply official transcripts covering those courses which have been completed and approved. Verification of District academic courses must be made by an official Certificate of Completion. The teacher is encouraged to request a personal conference with a representative from the Talent Division for review and for timely verification of coursework submitted.

D. Those courses which are in progress, or courses that will be taken after the personal conference and before the termination date of completion (completed prior to September 1), must also be verified with the Talent Division by official transcript. This may be done in person or by mail after the coursework has been completed and transcripts received.

E. Teachers completing the requirements for advancement through the salary schedule for education prior to September 1 shall have their contracts rewritten to reflect the increased salary, provided proof of completion of requirements (verification forms, credit evaluation form, transcripts and Certificates of Completion) is received by the Talent Division prior to November 1. In the event November 1 occurs during a non-work day, proof of completion must be received by the next work day.

F. Teachers submitting documentation by October 1 and qualifying for a contract adjustment shall receive the adjusted contract and the adjusted salary-to-date prior to December 31 of the same year.
Other Payment Schedule

A. If faculty supervision is provided for required student activities outside of the district other than during the regular workday, the teacher shall be paid at the rate of $12.50 per hour not to exceed six (6) hours or $75.00 within any calendar day period.

B. An Athletic Trainer shall not be given an additional Schedule F for athletics. He/she may receive supervision pay for non-athletic events. He/she shall receive the appropriate daily/hourly rate of pay when the Facilities Rentals Office requests their services.

C. A teacher may agree to cover up to two periods per day, no more than one of which may be a required emergency coverage. If requested by the campus CTA Unit Chair, the principal shall substantiate the nature of the emergency.

D. An Athletic Trainer appropriately certified as a teacher, may agreed to substitute up to two periods per day, during times that do not interfere with athletic trainer duties, for the same pay given to teachers who sub during their preparation periods.

E. The established hourly rate is $25.00 per period (normally 55 minutes) for emergency duty assigned during the teacher's preparation period.
   - An extended period resulting from a block or flex schedule shall be compensated at the rate of $25.00 times the number of normal periods the extended period equals.
   - Teachers hired for a daytime position may substitute for teachers in an evening school or PM program no more than two days of substituting per week.
   - An evening school teacher may earn pay for substituting for a daytime teacher no more than two days per week. In such case, the teacher shall earn $25.00 per period.

F. The daily pay for a guest teacher shall be $95.00 for the first 30 non-consecutive days. The daily pay for a guest teacher on the 21st consecutive day, and all subsequent days, of the same assignment shall be $105.00. This rate shall be retroactive to include the preceding 20 days of guest teaching as well. Guest Teacher who accepts an assignment for 21 or more consecutive days shall be afforded a prep period.

The daily rate of pay for a Guest Teacher who retired from the District under the provisions of the Early Retirement Program will coincide with the current Early Retirement rate of pay. This is the only Early Retirement benefit that will continue beyond program eligibility.

G. Non-classroom personnel shall be trained to set up the auditorium for events during the school day so that a teacher need not be pulled from classes to perform these duties. A teacher will be paid his/her hourly rate when asked to set up the auditorium and/or run audiovisual equipment for events outside of the professional day.

H. A teacher shall be paid at hourly rate for tutoring in a tutoring center/lab outside of the professional day if requested by the principal/designee and agreed to by the teacher.

I. If requested by the Principal for a site-based class or requested by a District-level administrator for a District-level class, a teacher shall be paid at hourly rate for teaching any type of staff development class for adults which is in addition to the teacher’s regular job provided the class has been approved by the Professional Growth Committee. If two teachers elect to share the teaching responsibility but class size does not warrant payment for two teachers, the teachers shall each be compensated at half hourly rate of pay.
National Board for Professional Teaching Standards Certification

NBPTS Application Fees
A. A teacher who wishes to apply for reimbursement of application fees for National Board for Professional Teaching Standards Certification (NBPTS) may apply to the District’s NBPTS Committee. The committee is composed of the Professional Growth Committee and two NBPTS-certified teachers as agreed upon by the appropriate Talent Director and the CTA president. Applications will be available through the NBPTS Committee. The deadline for submitting applications will be March 30.
B. The NBPTS Committee, prior to March 1, will schedule a presentation for interested teachers to share pertinent information regarding National Board certification.
C. A teacher who applies for National Board for Professional Teaching Standards Certification may apply for reimbursement of money paid for application fees. The District’s allocation for the NBPTS fees for any given school year is $5,000. If ten or fewer applicants are applying for reimbursement of application fees, the funds will be divided equally among the applicants. The reimbursement amount may not exceed half the total NBPTS application fees and must be a minimum of $500. Applications will be reviewed in April and recipients of the reimbursement will be notified by May 1.
D. If more than ten teachers apply for the reimbursement of application fees, the NBPTS Committee will establish criteria and a process to select at least ten qualified applicants to receive the reimbursement. The NBPTS Committee may select more than ten applicants to receive the reimbursement provided the District increases the $5,000 reimbursement fund for the given year. The reimbursement amount shall be equal among the recipients.
E. To qualify for the reimbursement of application fees, the applicant does not have to receive the NBPTS certification, but must have completed the process. Verification of completion of the NBPTS certification process must be submitted to the Talent Division within the fiscal year of NBPTS notification to receive the predetermined reimbursement amount. A recipient must be employed by the Phoenix Union High School District to receive the reimbursement.

NBPTS Certification Increment
A. A teacher who receives the National Board for Professional Teaching Standards (NBPTS) certification will have his/her contract rewritten to include the National Board certification increment as listed in paragraph C below.
B. Verification of National Board for Professional Teaching Standards Certification must be submitted to the Talent Division within one (1) month after receipt of the NBPTS certification and no later than the end of the fiscal year for which the teacher is requesting the contract to be rewritten.
C. A full-time teacher who has qualified under paragraphs A and B above will be awarded a $3,000 increment in addition to his/her contracted salary. A part-time teacher who is NBPTS certified will be paid a pro-rated amount of the increment. This increment will be considered part of the teacher’s base salary for calculation of daily rate of pay for any supplemental work.
D. This increment amount will be paid for the duration of the NBPTS certification period.
E. At the end of the certification period the teacher shall present evidence of successful certificate renewal to the appropriate Director of Talent Division. If a NBPTS-certified teacher fails to renew the certificate, s/he shall forfeit the NBPTS certification annual increment, and shall reimburse the amount or a proportionate amount subsequent to the loss of the certificate.

Teachers Assigned to Two Campuses (Split Assignments)
Teachers whose total assignment is comprised of regularly scheduled classes and who travel to two campuses during each school day will be involved in the design of their professional day. They shall be paid on the regular Teachers’ Salary schedule plus $125.00 per month and a mileage allowance. An itinerant teacher whose assignment requires travel to two campuses at least four school days per week shall also be paid the additional $125.00 per month and a mileage allowance. Other certificated staff members whose assignment requires District travel will not qualify for the $125.00 stipend.
Mileage Allowance
A. The use of personal cars for school business should be limited as much as possible through the use of District owned vehicles. The first priority for District-owned vehicles is use for student-oriented activities, and in no case shall they be assigned for personal use. The assignment of District-owned campus vehicles will be processed by the administration on each campus. The assignment of District-owned vehicles for itinerant teachers will be processed by the District supervisor.
B. A teacher, however, may be required in the course of her/his employment to drive a personal car on a regular basis. The teacher will be authorized to receive a mileage reimbursement as permitted by state statute if his/her name has been placed on the eligibility list to receive such reimbursement. Such identification is the responsibility of the campus administration. A teacher required to use a personal car on school business must carry at his/her own expense the minimum insurance requirements of liability coverage of $15,000 per person or $30,000 per accident. Coverage above these minimum requirements is provided through the District liability insurance policy.
C. A school nurse who is required to travel from one location to another during a work period shall be paid regular rate of pay for time spent in such travel and where the distance of travel requires transportation, the District shall attempt to furnish transportation. This is not always possible. In situations where it is not possible, Paragraph 2 of this section will apply.
D. In certain situations, the school nurse may be required to furnish transportation. At such time, mileage will be paid by check separate from the regular paycheck at the District’s current approved mileage rate, which will be equal to State government mileage rate.

Pupil Supervision Work
A. Teachers shall be paid from the Campus Supervision Budget for pupil supervision work required outside of the professional work day for national, state, and regional activities in the following Career and Technical Student Organizations (CTSO’s): DECA, Educator’s Rising, FBLA, FCCLA, FFA, HOSA, Skills USA.
B. A District level budget is established for reimbursement of required travel expenses of the following CTSO advisors and approved chaperones who attend national, state, and regional activities to supervise students in the following CTSO’s:
   - DECA
   - Educator’s Rising
   - FBLA
   - FCCLA
   - FFA
   - HOSA
   - Skills USA
These travel requests will be submitted to the District supervisor of Career and Technical Education for approval according to established Governing Board policies and guidelines. Reimbursement will be made subject to availability of funds.
STIPEND SCHEDULE A
PHOENIX UNION HIGH SCHOOL DISTRICT
INSTRUCTIONAL LEADER
(rounded to closest dollar)
2019-2020

<table>
<thead>
<tr>
<th>STEP</th>
<th>1</th>
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<th>3</th>
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<td>Level</td>
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INSTRUCTIONAL LEADER

<table>
<thead>
<tr>
<th>Number of Full-Time Equivalent Teachers</th>
<th>Level</th>
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<td>1 to 4</td>
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<td>5 to 9</td>
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<td>10 to 14</td>
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<td>15 to 19</td>
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<td>20 to 30</td>
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<tr>
<td>Over 30</td>
<td>10</td>
</tr>
</tbody>
</table>

(*Total rounded to nearest whole number, including the Instructional Leader.*)
Extra Pay for Extra Work
Payment for Instructional Leader

A. Instructional Leaders shall be paid as teachers on the Certified-Salary Schedule and shall be paid an additional amount in their role as Instructional Leader. The additional amount shall be determined by the number of full-time equivalent teacher in each department at the end of the first registered month in each semester. When an Instructional Leader takes on an additional class during either their assigned IL release period, or during their teaching preparation period, they will be compensated in accordance with .2 assignment practices. No additional level steps will be given when this situation occurs.

B. When an Instructional Leader is not given a release period for Instructional Leader duties, they shall be given two additional levels on the Instructional Leader Salary Schedule with the following exceptions: An Instructional Leader for a District-wide department who does not teach an assigned student load or a service area department as defined in the Appendix and a JROTC Instructional Leader.

Instructional Leader Release Time
At least seven (7) Instructional Leader release periods, shall be provided to each comprehensive campus and Metro Tech excluding the release time provided the ESS Facilitator and the ELL Instructional Leader, with additional release periods based on need in the department and average student population as follows:

<table>
<thead>
<tr>
<th>Number of release periods</th>
<th>Average student population of at least</th>
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</thead>
<tbody>
<tr>
<td>8</td>
<td>2,400</td>
</tr>
<tr>
<td>9</td>
<td>2,700</td>
</tr>
<tr>
<td>With an additional release period for each 325 additional students</td>
<td></td>
</tr>
</tbody>
</table>

The school’s average population will be computed by multiplying the average ADM for the prior year by a factor for the school’s projected growth for the coming year.
(Formula:
1. Growth factor = Projected High Point Enrollment for current year minus Actual High Point for Previous school year;
2. Growth Factor x 100th Day ADM)

Instructional Leader release periods shall be assigned to English, Mathematics, Science, and Social Studies.

The remaining release periods shall be assigned by concurrence of the principal with the CTA Unit Chair and the Assistant Principal for Registration based on the following criteria:

1. Number of teachers in the department,
2. Liability and equipment responsibility without the services of support staff,
3. Other equipment and liability responsibilities.

Release time for ELL Instructional Leaders shall be equitable across the District. No ELL Instructional Leader shall have more than .8 release time.
- Schools with ELL student enrollment of 400 or more will be allocated a .8.
- Schools with ELL student enrollment of 399-201 will be allocated a .6 release.
- Schools with ELL enrollment of 200 or less will be allocated a .4 release for ELL Instructional Leader.
- Schools with fewer than 21 ELL will be allocated a .2 release time for an ELL Instructional Leader and will / may follow the ILLP guidelines.
Individual Language Learner Plans (ILLPs)

1. Schools with 20 or fewer ELLs will provide instruction through the development of Individual Language Learner Plans (ILLPs) created for each ELL.
2. Each school site that qualifies under the ILLP guidelines will look differently depending on the many provisions. An ILLP will need to be completed for each student that is not placed in an SEI classroom. These forms and guidance are provided by the ADE and are available on the OELAS website.

JROTC Instructional Leaders will not be given release periods.

Instructional Leader for District-wide departments and service area departments, as defined in the Appendix, shall not be given release periods.

PHOENIX UNION HIGH SCHOOL DISTRICT

SCHEDULE F Stipend Schedule
Athletic/Non-Athletic Activity Increment
Extra Pay Increments
(rounded to closest dollar)

<table>
<thead>
<tr>
<th>Level</th>
<th>Range</th>
<th>1</th>
<th>2</th>
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<th>4</th>
<th>5</th>
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<td>551</td>
<td>573</td>
<td>595</td>
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</table>

Guidelines for All Schedule F and Extra Pay Increments

The following general guidelines have been established to determine when extra increments have been earned for extra services. Payment of Schedule F is contingent upon availability of funding. Application for a Schedule F does not guarantee it will be awarded.

A. All work is either performed outside the professional day or is required to be done during a release or duty-free period during the work day.

B. Placement on the schedule will be based upon the negotiated-estimate of expected hours worked outside the professional day or required to be done during a release or duty-free period during the workday rather than a program name. Placement on the schedule is based on existing programs with similar expected work hours.

C. Performing Arts additional schedule programs: only one extra schedule F (maximum of 2) can be earned for the following programs:
   a. Band: A level 8 schedule F for Marching Band in the Fall and for Concert Band semester 2.
   b. Theater: A schedule level 7 for the school year (option A) and an additional schedule level 7 (option B) agreed to in the fall semester after completion of the ePAR process.
   c. Choir: A schedule level 7 for the school year (option A) and an additional schedule level 7 (option B) agreed to in the fall semester after completion of the ePAR process.
   d. Dance: A schedule level 5 for the school year (option A) and an additional schedule level 5 (option B) agreed to in the fall semester after completion of the ePAR process.
D. Performing Arts single schedule programs: these programs can only earn one schedule F for the majority of their teaching assignment as follows:
   a. Music – other: a level 4 schedule F
   b. Band Assistant: a level 3 schedule F
      • Refer to the program work expectations description that follows.
E. Only one extra schedule can be earned for any identified eligible program, not for each academic level of a program. The programs eligible for more than one Schedule F are listed on the Schedule F chart and in the program descriptions which follow.
F. Only one extra increment can be earned by any one person at a time with the following exception: In those instances where an individual has opted to fulfill two roles that may qualify for additional compensation on Schedule A or F, such as an Instructional Leader who is also a Chess Coach, documentation that required work schedule for these positions do not overlap must be presented to the Talent Division to receive compensation for both.
### Schedule F Stipend Table for 2019/20

<table>
<thead>
<tr>
<th><strong>Athletic Activities</strong></th>
<th><strong>Level</strong></th>
<th><strong>Non-Athletic Activities</strong></th>
<th><strong>Level</strong></th>
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</thead>
<tbody>
<tr>
<td>Badminton: Varsity and JV</td>
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<td>Marching Band</td>
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</tr>
<tr>
<td>Baseball:</td>
<td></td>
<td>Concert Band</td>
<td>8</td>
</tr>
<tr>
<td>Varsity</td>
<td>8</td>
<td>Choir A</td>
<td>7</td>
</tr>
<tr>
<td>JV</td>
<td>6</td>
<td>Choir B (Optional)</td>
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</tr>
<tr>
<td>Frosh</td>
<td>6</td>
<td>Theatre A</td>
<td>7</td>
</tr>
<tr>
<td>Basketball:</td>
<td></td>
<td>Theatre B (Optional)</td>
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</tr>
<tr>
<td>Varsity</td>
<td>9</td>
<td>Dance A</td>
<td>5</td>
</tr>
<tr>
<td>JV and Varsity Asst (Combined)</td>
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<td>Dance B (Optional)</td>
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</tr>
<tr>
<td>Frosh</td>
<td>6</td>
<td>Band Assistant (funded by Perf. Arts)</td>
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<tr>
<td>Cross Country: All</td>
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<td>Music: Other</td>
<td>4</td>
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<tr>
<td>Football:</td>
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<td>Chess (AIA Sanctioned Team)</td>
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<tr>
<td>Varsity</td>
<td>10</td>
<td>Forensics / Speech</td>
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</tr>
<tr>
<td>JV, Frosh, Other Assistants</td>
<td>7</td>
<td>Debate</td>
<td>8</td>
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<tr>
<td>Golf – Varsity and JV</td>
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<td>Robotics</td>
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<tr>
<td>Soccer (Boys and Girls Each)</td>
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<td>Mock Trial</td>
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<tr>
<td>Varsity</td>
<td>8</td>
<td>Student Government</td>
<td>7</td>
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<tr>
<td>JV</td>
<td>6</td>
<td>Newspaper</td>
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<td>Softball:</td>
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<td>Yearbook</td>
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<td>Varsity</td>
<td>8</td>
<td>Yearbook and Newspaper (Combined)</td>
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<tr>
<td>JV</td>
<td>6</td>
<td>Academic Decathlon</td>
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<td>Frosh</td>
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<td>DECA SBE Operators</td>
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<td>Swimming (Boys and Girls each)</td>
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<td>Tennis: Varsity and JV</td>
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<td>10</td>
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<td>Frosh</td>
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<td>JV</td>
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<td>Gifted Facilitator**</td>
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<td>Varsity</td>
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</tr>
<tr>
<td>JV</td>
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</tr>
<tr>
<td>Frosh</td>
<td>6</td>
<td></td>
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</tr>
</tbody>
</table>

*AVID Coordinators stipend of up to $750 per semester will be determined using the AVID rubric developed collaboratively with the Curriculum Division.*

**Gifted Facilitator: .05 for Gifted Facilitator if not release period is given. No Schedule F for Gifted Facilitator will be granted if the Gifted Facilitator has been given a release period for these duties.*
PERFORMING ARTS:
Performing Arts teachers will be placed on the Schedule F table for the 2019-2020 school year using the following guidelines:

- A singular schedule F, Option A will apply to all Performing Arts programs (not levels of programs) for the school year.
- Music: Other and Band Assistant teachers may only qualify for one Option A schedule F each school year.
- The Band, Choir, Dance and Theatre programs can request a second schedule F, Option B in the Fall semester after significant completion of Option A requirements as described in the program expectations which follows. Option B schedule payment will begin upon processing of the current employee information system form used by Payroll/Talent.
- In the even that the requirements of an Option B schedule are not met, the teacher shall be ineligible to receive an Option B schedule for the following school year.
- Performing Arts programs include: Band (Marching and Concert), Marching Band Assistant, Choir, Theatre, Dance and Music: Other is defined as: Guitar, Piano, Orchestra, Music Technology, Contemporary Music and Pep Band.

Returning Performing Arts teachers will meet with their APO in early may to determine eligible schedules for the following school year (new teachers, as soon as possible). The APO and teacher will review the list of requirements, rehearsal and performance calendar for the upcoming year (this constitutes ‘evidence’ listed in guidelines below) and paperwork required to be submitted with the current employee information system utilized by Talent/Payroll and a request for “Schedule F Option A” form only.

Performing Arts programs eligible for the additional or Option B Schedule F’s will meet with their APO in the Fall Semester to review the list of requirements, rehearsal and performance calendar for the upcoming year and submit paperwork required with the current employee information system form utilized by Talent/Payroll and “request for Schedule F Option B” form. Payment for all Option B Schedule F’s will begin with the processing of the current employee information system form utilized by Talent/Payroll form. Any instructor who does not meet the requirements for an Option B Schedule F in the current school year is ineligible for an Option B Schedule F the following school year.

MARCHING BAND: A level 8 Schedule F will be received if the teacher provides evidence that the band will do the following:
- Perform at all home football games
- Perform in a minimum of 2 marching festivals
- Perform in the PXU Marching Expo
- Additional duties as listed on ‘Option A Schedule F’ document

CONCERT BAND: A level 8 Schedule F will be received if the teacher provides evidence that the band will do the following:
- Students audition for and participate in Greater Phoenix Music Festival
- Students audition for and participate in Regional Festival if accepted
- Band attends a concert festival (receiving a rating is not required – okay to only request comments from judges)
- Minimum of 2 concerts performed outside of school time during the spring semester
- Additional duties as listed on ‘Option A schedule F’ document
CHOIR A: A level 7 Schedule F will be received if the teacher provides evidence of the following:
- Minimum of 2 concerts performed at night, preparation occurs outside of school day
- Students audition for and participate in Greater Phoenix Music Festival
- Choir participates in an adjudicated festival, such as NAU Jazz Mad, ACE State Festival, AZACDA State Festival, Chandler/Gilbert Community College Festival – (receiving a rating is not required – okay to only request comments from judges)
- Additional duties as listed on ‘Option A Schedule F’ document

CHOIR B (OPTIONAL): The optional Choir B level 7 Schedule F will be received if the teacher provides evidence of the following:
- Additional two concerts performed at night throughout the school year (this means a total of at least four), preparation occurs outside of the school day – or – participate by coaching vocalists and conducting the school musical
- Student audition for AMEA Regional Festival and attend if accepted.

THEATRE A: A level 7 Schedule F will be received if the teacher provides evidence of the following:
- Minimum of 2 productions throughout school year performed at night that include rehearsals outside of school hours.
- Additional duties as listed on ‘Option A Schedule F’ document

THEATRE B (OPTIONAL): An Optional B level 7 Schedule F will be received if the teacher provides evidence of the following:
- Additional 2 productions throughout school year performed at night that include rehearsals outside of school hours – or – directing the school musical
- Additional duties as listed on ‘Option B Schedule F’ document

DANCE A: A level 5 Schedule F will be received if the teacher provides evidence of the following:
- Minimum of 2 concerts performed at night, preparation occurs outside of school day
- Participation in an adjudicated festival (okay to go comments only) or the PXU Dance Festival.
- Additional duties as listed on ‘Option A Schedule F’ document.

DANCE B (OPTIONAL): An Optional B level 5 Schedule F will be received if the teacher provides evidence of the following:
- Additional 2 concerts performed at night (total of at least 4) throughout school year requiring rehearsals outside of school hours.
- - or – dance teacher participates in school musical by choreographing and teaching
- Additional duties as listed on ‘Option B Schedule F’ document

MUSIC: OTHER: A level 4 Schedule F will be received if the teacher provides evidence that their program will do the following:
- Guitar, Piano, Orchestra, Music Technology, Contemporary Music, Mariachi or Pep Band
- Cannot be given to teacher who is already receiving a choir or band stipend (example: band teacher who also teacher’s guitar, choir teacher who also teaches piano)
- Exception: could be used to replace a Marching Band stipend if the school is not going to competitions, but is playing at football games as a pep band.
- Minimum of 2 concerts throughout school year performed at night that include rehearsals outside of school hours.
MARCHING BAND ASSISTANT: A level 3 Schedule F will be received if the teacher provides evidence of the following:

- Teaches students at all Marching Band rehearsals
- Assists at all marching band performances / competitions scheduled by band director
- Funding provided by the curriculum department allocation for band assistants.

Performing Arts Required CRT’s / End of Semester or Classroom Prepared Performances: Per Semester

- Supervision pay will be paid for conducting one (1) CRT Performance outside the professional day for up to 6 hours.

CHESS: One Schedule F of .06 for each team up to twelve (12) students participating in at least five (5) tournaments and barring unforeseen circumstances, such as illness, attending a conference or a shortened work week, practices will take place at least three (3) times per week. Activities include AIA tournaments and invitational contests. An increase of two (2) index steps will be paid when the team size reaches twelve (12) or more students participating in at least five (5) tournaments. A second level 6 Schedule F will be provided when the team size reaches twenty (20) or more students.

FORENSICS/SPEECH: One level 8 schedule F for each team up to nineteen (19) students participating in at least ten (10) activities and barring unforeseen circumstances, such as illness, attending a conference or a shortened work week, practices will take place at least three (3) times per week. Activities include a minimum of five (5) AIA speech tournaments and contests, community service activities, and student workshops. A second Schedule F will be provided when the team size reaches twenty (2) or more students participating in at least ten (10) activities and normally practicing a minimum of three (3) days a week.

DEBATE: One level 8 Schedule F for each team up to nineteen (19) students participating in at least ten (10) activities and barring unforeseen circumstances, such as illness, attending a conference or a shortened work week, practices will take place at least three (3) times per week. Activities include a minimum of five (5) AIA speech tournaments and contests, community service activities, and student workshops. A second level 8 Schedule F will be provided when the team size reaches twenty (20) or more students participating in at least ten (10) activities and normally practicing a minimum of three (3) days a week.

ROBOTICS: One level 8 Schedule F for each team up to nineteen (19) students participating in at least two (2) sanctioned competitions/events and devoting 300 or more hours to practices/preparation during the school year. A second Schedule F will be provided when the team size reaches twenty (20) or more students participating.

MOCK TRIAL: One level 6 Schedule F for each team up to nineteen (19) students participating in at least two (2) sanctioned competitions/events and devoting 300 or more hours to practices/preparation during the school year. A second Schedule F will be provided when the team size reaches twenty (20) or more students participating. If a team does not qualify for the State competition, the Sponsor can elect to end their Schedule F pay, or continue to practice as outlined above for the remainder of the season and collect the full Schedule F payment.

STUDENT GOVERNMENT: One level 7 schedule F for the school year will be provided for supervising the STUGO program. With major duties including: preparation and performance of the major school assemblies such as Fall, Winter and Spring Sports, working with the schools’ Administration on other campus projects and student motivation/involvement events.

YEARBOOK ADVISOR - for the School Year: One level 8 Schedule F will be provided for supervising the Yearbook. To be eligible for the level 8 Schedule F for the school year, the yearbook advisor will select and train a staff, choose and work with a publisher for the book, manage the finances under District guidelines in cooperation with the campus bookstore manager, work with the staff to prepare for publication of a book relating to school activities, and supervise distribution when the published book arrives.
NEWSPAPER ADVISOR - for the School Year: One level 4 Schedule F will be provided for supervising the Newspaper. To be eligible for the level 4 Schedule F for a school year, the newspaper advisor will select and train a staff, choose a method of publication, under District guidelines, develop a system of budgeting and financing, and prepare for publication of a minimum of ONE (1) newspaper per term pertaining to student activities, events, and interests.

YEARBOOK/NEWSPAPER COMBINED - for the School Year: One level 1.2 Schedule F will be provided, refer to the previous requirements for both Yearbook and Newspaper Advisor.

ACADEMIC DECATHLON: One level 6 Schedule F for each team up to nineteen (19) students participating in at least two (2) sanctioned competitions and devoting 300 or more hours to practices/preparation during the school year. A second Schedule F will be provided when the team size reaches twenty (20) or more students participating. If a team does not qualify for the State competition, the Sponsor can elect to end their Schedule F pay, or continue to practice as outlined above for the remainder of the season and collect the full Schedule F payment.

DECA SBE OPERATORS - for the School Year: One level 10 Schedule F .10 will be paid for the operation of the DECA School Based Enterprise for the school year.

JROTC - for the School Year: One level 10 Schedule F will be paid for the operation of the JROTC Program for each required sponsor for the school year.

AVID - by Semester Rubric: Avid Coordinators stipend of up to $750.00 per semester will be determined using the AVID Rubric developed collaboratively with the Curriculum Division.

GIFTED FACILITATOR – for the School Year: A level 5 schedule F will be provided for Gifted Facilitator if no release period is given. No Schedule F for Gifted Facilitator will be granted if the Gifted Facilitator has been given a release period for these duties.

AIA SPRING FOOTBALL: Each campus with a football program will have a $3,500.00 stipend for Spring Football. The Principal, or designee and the Varsity Football Coach shall decide upon the disbursement of these funds with no one person receiving more than $1,000.00.

SUMMER GYM/FACILITIES: Each comprehensive campus will have a $2,000.00 stipend for Summer Gym and each small school will have a $1,000.00 stipend for Summer Facilities. The Principal, or designee and the District Athletic Director, or designee, shall decide upon the disbursement of these funds with no one person receiving more than $1,000.00.

DIVERSITY CAMP: Each campus with a Diversity Camp Program will have a $1,000.00 stipend for this program. The Principal, or designee shall select a Camp Facilitator(s). The Principal, or designee and the Camp Facilitator(s) shall decide the disbursement of these funds with no one person receiving more than $1,000.00 and may use funds for small honorariums for agreed upon persons who worked to support the Diversity Camp.

SPIRITLINE SPONSOR (s): One level 10 Schedule F for the specified Season for Varsity level and one level 8 Schedule F for Junior Varsity Level.

Qualifications
All Sponsors must possess Arizona teaching certification, meet all AIA rules and be selected by the Administration.

Number of Participants
The official, recognized number of participants for a Varsity or Junior Varsity Spiritline is ten (10). The use of alternates is at the discretion of the local campus

Performing Season
A performing season is a typical 18-week semester first Semester, and the remainder of the Basketball and Cheer seasons in the Third Term. Qualifying sponsor (s) shall be issued One Schedule F contract of .10 for Spiritline for the year. Sponsors are not under contract during the summer months; therefore, they are not responsible for supervision or attendance at summer camps or workshops. The cost of such activities, including transportation during the non-school year, is the responsibility of the participants.
Major Duties
Shall follow the Responsibilities of a Schedule F Coach as outlined in Proc. 5-23. Exercise necessary influence to instill proper leadership and discipline. Spiritlines are expected to practice as needed and perform at least 1 to 3 weekly at Home Varsity and Junior Varsity Football and Basketball games. Additional expectations are outlined below.

Construct a Constitution regarding rules and regulations which should contain expectations for participants’ grades, behavior, attendance, practice times, etc.

Provide a rule sheet which must have a parent’s signature, acknowledging agreement of requirements before a student is allowed to try out. Conduct sessions in which participants are instructed in the ethics and rules of activities at which they will be performing.

Conduct annual tryouts. A selection committee shall consist of a panel of judges, and selection shall be made from a locally developed set of criteria. Final results shall be made available to the Principal and the athletic administrator.

Be responsible for previewing all team support signs and run-through banners prior to display or use. Such signs shall be in good taste as established by the local school. No team support signs shall be used at any division, interdivision, or state interscholastic contest.

Transport the Spiritline by school-provided transportation to all away games. Spiritline members’ travel to away games is by invitation only, or when they are performing with the band. When participating in activities outside Maricopa County, a travel request must be on file.

Must attend or arrange for a staff member to attend all school sponsored activities in which Spiritline is participating. These activities may include but not be limited to practice, performance, fund-raising activities, and parades.

Strongly discourage spending excessive funds on favors for athletic teams and/or team members.
Supervise design, ordering, distribution, maintaining and collection of all school-purchased uniforms and other items. Non-usable uniforms shall be sent to the District for discarding. Selling or giving away of uniforms is prohibited.

Responsibilities of an Athletic Coach
Generally, a coach shall be a certificated teacher in the Phoenix Union High School District. Non-Phoenix Union High School District employees may be given coaching assignments if approved by the Phoenix Union High School District Governing Board and in compliance with the Arizona Interscholastic Association.

All Schedule F coaching personnel must have credentials on file in the Talent Division Office.

A coach is responsible for putting in the time necessary to select and prepare a team for competition. This includes initiating tryout opportunities as well as coaching the team and other related coaching responsibilities during the sport season as defined by the Arizona Interscholastic Association Handbook, the Class “5A” Conference Handbook, the Phoenix Union High School District Athletic Manual, and the official rule book for the sport(s) assigned. Generally, this will include starting practice at 3:30 PM for a reasonable period of approximately two (2) hours but will not be limited to that time. Earlier practice starting times are permissible, but under no circumstances may a coach start practice until s/he has completed his/her teaching or duty assignments exclusive of a preparation period.

In addition to on-site practice responsibility, a coach shall conduct himself/herself by example at all times and maintain an ongoing public relations program for that sport, including communicating with parents, the student body, faculty, administration, media, and the community.
A coach has the responsibility of maintaining good rapport with opposing coaches, athletes, and student bodies as a contributing factor to good sportsmanship and character building.

A coach will utilize up-to-date methods and techniques and be constantly aware of rules and rule changes.

A coach will be expected to maintain a respectable level of personal dignity, poise, and emotional self-control during all interscholastic sports activities.

A coach shall assist the administration in clearing students for athletic eligibility.

Administration shall notify the coach, in writing, of those athletes eligible to participate in practice or games. A coach shall see that only those athletes declared eligible participate in practice or games.

A coach shall cooperate with the administration in preparation of the athletic budget, inventorying of equipment, and periodically reviewing the strengths and weaknesses of the interscholastic sports program for recommendations for improvement.

Supervision
A coach shall be responsible for the supervision of the team and all members of the coaching staff, if applicable, including but not limited to locker room supervision before and after practice, attendance to and supervision of all injuries as detailed in the District Athletic Manual, and supervision of student athletes during school-sponsored medical examinations.

Under no condition shall any of the coach’s supervisory responsibilities be delegated to students or other non-certificated personnel except for those times when opposite sex team members are using locker room facilities for personal reasons such as for changing clothes. For these times, the Athletic Director will arrange for alternative supervision.

Security and Property Control
A coach is responsible for all facilities and equipment in use by his/her team during coaching hours, including the locker room used for before and after dressing-out periods.

Coeducational Sports
In those situations, in which a coach is of a different sex than some or all of his/her team, the appropriate arrangements for supervision, security, and property control shall be made by the campus administration.

Credit Applicable to Additional Assignments
A. Any teacher with a Schedule F assignment who changes from one assignment to a similar one, or who is asked to change assignments by the administration, shall not lose an index step. Similar fields shall be the following:
   1. Forensics/Drama
   2. Yearbook/Newspaper
   3. Band/Orchestra/Vocal Music
   4. Athletics

B. Any person accepting a coaching position shall be given credit for prior Phoenix Union High School District coaching experience in any sport and for prior contracted high school and/or college coaching experience in the sport being coached, when placed on the Schedule F salary schedule.
General Regulations

A. Request for payment for a Schedule A or F assignment shall be made by the appropriate administrator no later than two weeks after the teacher begins the assignment. Payments shall be made in equal amounts and shall continue on regularly scheduled paydays ending not later than two (2) weeks after completion of the assignment.

B. Supervisory pay shall not be paid to any personnel for performing services for which extra pay is allocated.

C. The additional pay for coaches shall be for the season of practice as defined by the Phoenix Union High School District Athletic Manual, and their contracts shall be drawn accordingly. Addendums shall be issued to any coach including Band, and Spiritline Sponsors, whose season is extended by virtue of play-off competition beyond the division-qualifying event. Such addendums shall be paid on a weekly pro rata basis for all sports provided the coach conducts regular practices during the week for the team and/or the individual athletes who qualify for the playoffs. The extra responsibilities for coaches and Spiritline Sponsors shall not begin prior to the completion of campus responsibilities, including teaching periods, to the satisfaction of the Principal. However, whenever possible, coaches shall be given an unassigned last period.

D. Coach Identification for Play-off Addendums

<table>
<thead>
<tr>
<th>Sports</th>
<th>HEAD</th>
<th>ASSISTANTS</th>
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<tbody>
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<td>Baseball</td>
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<tr>
<td>Basketball</td>
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<tr>
<td>Wrestling</td>
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*If team qualifies five or few athletes, no assistant coach will be paid.

E. Coaches shall not be penalized for refusing additional coaching duties assigned by the administration.

F. Coaches shall normally be limited to two (2) coaching assignments.

G. One coach shall not coach boys’ and girls’ teams in the same sport concurrently unless it is a combined coaching assignment.

H. A team or individual shall be coached only by the official, certificated, Board approved high school coach for that sport or team in any season competition, state qualifying and state tournament competition. This regulation shall apply to all paid and non-paid volunteer coaches.

I. Candidates for teacher certification doing student teaching may be used as volunteer coaches during their assignment as student teachers.

J. Non-certificated personnel who are assistant coaches must be approved by the Talent Division.

K. One person may coach two sports which have an overlapping practice season not to exceed approximately three weeks. No person may coach two sports which have an overlapping competitive season, excluding the play-off season for either sport. The coach shall make every effort to schedule practices in both sports.
Physical Examinations of Participants
Physical examinations are required of all athletes including Spiritline participants. Each sponsor must carry information cards in case of an emergency.

Insurance for Participants
School student accident insurance or equivalent is required of all athletes including Spiritline participants.
PROCEDURES
STUDENT SERVICES AND CLASS SIZES

Student Schedule Changes
A. All necessary changes (to correct errors, etc.) will normally be completed by the end of the first week of classes.
B. After the second week, changes of a discretionary nature (on the part of the student) will be completed only under unusual circumstances and only after consultation with the teachers involved and final approval by the Principal or designee.

Classloads
For the current school year, the Governing Board has established the following classloads:

Staffing allocations for the schools will be based on the projected enrollment growth, average daily membership and enrollment trends for the individual school, utilizing the maximum class load figures shown in the chart on the following pages.

Classloads may be exceeded if deemed necessary to meet the requirements of state and federal law. Students will be placed in the appropriate classes while all efforts are made to reduce the class size as soon as possible. If it is necessary to hire an additional teacher, that teacher will be highly qualified.

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<tr>
<th>Service Area</th>
<th>Caseload from First Day of Semester</th>
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<tr>
<td>Counseling</td>
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<td>Hearing</td>
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<td>Vision</td>
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<td>Speech</td>
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<tr>
<th>Subject Area</th>
<th>Maximum Load Per Day From First Day of Semester</th>
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<tbody>
<tr>
<td>Physical Education (Departmental Average)</td>
<td>175</td>
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<tr>
<td>Physical Education (Individual Teachers)</td>
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<tr>
<td>Music (Departmental Average)</td>
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<table>
<thead>
<tr>
<th>Subject Area</th>
<th>Maximum Load Per Period From First Day of Semester</th>
</tr>
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<tbody>
<tr>
<td>Reading 1-2, 1-2H</td>
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<tr>
<td>Reading 180 Classes</td>
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<tr>
<td>English Review 1-2, 3-4</td>
<td>29</td>
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<tr>
<td>Intro to Algebra, Algebra Lab, Topics in Algebra/Geometry</td>
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<tr>
<td>ESL Literacy</td>
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<tr>
<td>*ESL Pre-Emergent, Emergent</td>
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<tr>
<td>ELL &amp; Bilingual Content Classes</td>
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<tr>
<td>*ESL Intermediate 1-2, 3-4</td>
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<tr>
<td>Academic ESL Reading</td>
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<td>MIID (Practical Strand)</td>
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<tr>
<td>LS - Learning Strategies (Inclusion Students Only)</td>
<td>15</td>
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<tr>
<td>Life Skills (LD/ED)</td>
<td>22</td>
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</tbody>
</table>
Co-taught inclusion classrooms will have class limits the same as the above content areas. Every effort will be made to maintain the academic integrity of all classrooms.

* = Total per day not to exceed 175
** = Total per day not to exceed 167
*** = Not to exceed 32 per period

No Shows will be removed after the 10th day of the semester (Per ADE regulations).

The goal is for leveling to take place by the end of the second week of the semester.

For composite class loads, see Proc. 6-4, paragraph P.

A. For each period of released time or non-teaching assignment for a teacher given as part of the five teaching periods, the maximum number of student/teacher contacts shall be reduced by 34 for those teachers with classes on the 34:1 ratio, and proportionately for teachers with classes with a lesser ratio.

B. By a majority vote at a meeting, a department other than Physical Education or Music may recommend to the Principal a department average of not more than 167 student/teacher contacts per day. Limit for an individual teacher in the department shall be 175 students per day.

C. Teacher may request a review of the composition of class if, in the teacher’s opinion, the educational climate is not conducive to learning. A review will consist of a meeting within 10 working days, including administration, counseling, Instructional Leader, CTA Unit Chair, the teacher, and other appropriate individuals. If the teacher is not satisfied with results of the meeting, the teacher may appeal to the Chief Academic Officer whose decision is final.

D. In preparing schedules for Exceptional Student Services (ESS) teachers, administrators and Instructional Leaders will make every effort to limit the number of preparations assigned per period and per semester. In Practical Stand classes (MIMR), for each additional course over two taught in a period, classloads shall be reduced by two students. Case Management loads for ESS teachers will be assigned equitably (evenly distributed to members of the department) and shall not exceed 25.

E. In order for two levels of one general education or occupational education course (excluding Music) to be taught within a single period, the teacher must agree in writing and the classload shall be reduced to 28.

F. The maximum number of students assigned to a counselor shall not exceed 325. If ESS students are assigned through the department, individual counselor loads shall be proportional to the staffing allocations.

G. As budget funds are available, every attempt will be made to recognize the need for additional staffing on the basis of one teacher for each 75 students who are at or below Stanine 3 on a Standard Reading Test.
H. The counselor staffing for each comprehensive high school shall be determined by applying the current staffing ratios to the first semester projected high point membership. If the calculation indicates:
1. 0.5 or less need, the school must absorb the 0.5;
2. or more than 0.5, a 1.0 counseling position will be allocated. This procedure will eliminate split counselor assignments.

I. If the student/teacher contact limits are exceeded, the teacher will notify the principal. The principal shall reduce the teacher’s load to the specified limits within two (2) days after notification.

J. A laboratory/shop classroom is defined as one that contains a limited number of stations containing equipment necessary for students to use in their course of study. The principal or his/her designee, the Instructional Leader, and a teacher from the department shall complete a listing of maximum student stations for each laboratory/shop classroom. If a question arises concerning the listing, it will be reviewed by the Campus Committee. The student station list is to be updated by March 1 for the following school year. Prior to staffing each year, the schools shall submit agreed upon student stations for laboratory/shop classrooms to the Talent Division and the President of the CTA. Should the Executive Director for Talent Division or the CTA President determine that an inequity exists, he/she may refer the inequity to the Associate Superintendent for Instruction and Accountability. Approval of all changes in student stations which are referred shall be made by the Chief Academic Officer or designee and the Classroom Teachers’ Association president or designee after a campus visitation.

K. In accordance with federal guidelines, title funds must supplement locally-funded classes.

L. When possible, an out-of-sequence course (e.g., Algebra 1 during second semester or American History 2 during first semester) shall be offered whenever the number of students needing the course warrants it.

M. Every comprehensive campus is strongly encouraged to develop an alternative program for grades 9 through 12, structured to meet each school’s needs. If created, each regular education class shall be considered for a class load limit of 25 per class.

N. Every comprehensive campus is strongly encouraged to develop a support program for all freshmen. If a program is approved which includes classes, a class load limit of 25 per class shall be enforced.

O. In the event that a classroom teacher has an interval of time with one or more class periods with no students, other instructional duties which will benefit students and/or other teachers such as team teaching, tutoring, skill assessment, etc., may be assigned.

P. Should an educational unit choose to eliminate a lower level course(s) and merge the respective students into a higher-level course(s), the class load limit shall be the average of all courses involved. Example: One class with a class load limit of 28 is merged with another class with a class load limit of 30. Class load limit from first day of semester equals: \((28+30) \div 2 = 29\). Class load limit after the end of the sixth week of the semester equals: \((26+28) \div 2 = 27\).

Junior Reserve Officer Training Program (JROTC)
Per agreement between the U.S. Army and the Phoenix Union High School District, each campus program will be staffed with a minimum of one Officer and one Non-commissioned Officer, based on enrollment up to 150 cadets. When enrollment exceeds 150 for two consecutive years a third instructor shall be authorized. Beyond 150 cadets the instructor authorization increases one per 100 additional cadets.

Program for English Language Learners (ELL Students)
PXU provides a sheltered English immersion program as well as bilingual content classes, which are taught using the students’ native language. Beginning with the 2001-02 school year, a teacher whose ESL or Bilingual Endorsement allowed him/her to be hired into the District or to be assigned or reassigned to a school, may be required to teach classes which require the endorsement.
SHELTERED ENGLISH IMMERSION (SEI)
Class: English as a Second Language
These classes prepare ELL students to meet the Arizona Language Arts Standards.
Classload: 16:1 for Pre-Emergent and Emergent
Classload: 20:1 for Basic
Classload: 24:1 for Intermediate 1/2 and Intermediate 3/4
Teacher qualifications: English certificate with an ESL or SEI endorsement.

SUPPORT: SPANISH-SPEAKING COUNSELOR
Qualifications: Counseling credentials and fluency in both English and Spanish as assessed by a process/instrument created by a Joint Committee or by the Arizona Department of Education.
PROC. 7
PROCEDURES
PRE-SERVICE AND IN-SERVICE TRAINING AND RETRAINING OF EMPLOYEES

PROFESSIONAL GROWTH PROGRAM
The Professional Growth Committee is a District Continuing Joint Committee.

Appointment of Members
A. The Professional Growth Committee will be composed as follows:
   1. Three administrators appointed by the Associate Superintendent for Instruction and Accountability.
   2. Three teachers appointed by the CTA.
B. The committee will be responsible to the Associate Superintendent for Instruction and Accountability. It will be his/her responsibility to receive recommendations from the committee and to assist the committee in its planning process.

Responsibilities of Members
A. The members of the Professional Growth Committee serve as a planning committee for all staff development, functioning in an advisory capacity to the Associate Superintendent for Instruction and Accountability.
B. The committee responsibilities are:
   1. To provide teacher input on District direction, goals and indicators;
   2. To provide input on teacher needs and perceptions relating to staff development;
   3. To plan and recommend activities for staff development;
   4. To serve as a clearing house for District staff development activities;
   5. To arrive at recommendations through consensus;
   6. To make recommendations for the disbursement of District Professional Growth monies.

Quorum
A simple majority will constitute a quorum. Programs The underlying purpose of the Professional Growth Program is to enhance the professional and scholarly talents of certificated staff and to encourage the development and sharing of techniques, skills, and insights most appropriate to particular educational tasks. Annually, the Professional Growth Committee will make recommendations to the Chief Academic Officer for programs to meet the changing needs of the schools in all areas, to include Pre-Service Education, In-Service Education, Curriculum Analysis and Development, Summer Workshops, Performance Agreements and retraining of current District employees in critical shortage areas.

CRITICAL SHORTAGE AREAS
The District may identify, at any time, an area deserving of “critical shortage status” by placing such area on its List of Critical Shortage Areas. Once an area has been placed on the List of Critical Shortage Areas, the following provisions will apply:

1. The District shall strive to offer retraining programs in identified critical shortage areas and, when offered, the retraining program shall be available to all interested teachers.
2. When a new area is added to the List of Critical Shortage Areas, it shall be accompanied by a date at which the declaration of critical shortage status will expire. This date shall be no earlier
than three years from the date of declaration and can be extended through the Meet and Confer process.
3. The District shall inform all teachers when an area has been added to the List of Critical Shortage Areas within one month from the date of the addition.
4. The List of Critical Shortage Areas shall be placed in the Professional Agreement. Any areas added to the List of Critical Shortage Areas throughout a year will be listed in the Professional Agreement in its next printing.
5. The District will strive to offer retraining programs in critical shortage areas. When the District offers college/university courses in critical shortage areas, they shall be offered at reduced cost or whenever possible at no cost to teachers. If a teacher withdraws from the class after the first class meeting, s/he shall reimburse the District the fees/tuition for the course.

Critical Shortage Areas - Recruitment of Certificated Personnel
These areas are to be determined by the Talent Division using the following criteria:

1. Lack of suitable candidates for posted positions, after multiple postings.
2. How directly the position serves the needs of students.
3. Requires technical skills resulting in shortage of applicants.
4. One of a kind position (which is hard to fill) in which there is no back-up position to fill the void while candidates are sought.
5. Nationally recognized current and immediate future shortage areas (ESL and Bilingual content teachers, Exceptional Student Services, Speech Pathologists, Hearing Resource teachers, Math, etc.).

NEW TEACHER INDUCTION PROGRAM
New Teacher Induction is a professional development program designed to support teachers in their first three years in the District. The training helps teachers become familiar with District policies, procedures, and priorities related to curriculum, instruction, and assessment.

Requirements
A teacher under full contract who is in his/her first three years in the District is required to participate in the New Teacher Induction Program.
• The training consists of up to 40 hours of paid service as determined by the District which may be a combination of hours offered prior to the beginning of the school year and up to 8 hours offered during the school year of the teacher’s first year in Phoenix Union High School District.
• In addition, each inductee shall participate in a total of 96 clock hours of training taken outside of the professional day.

Of the 96 clock hours of training to be taken outside of the professional day, 21 hours will be pre-service, 45 clock hours will be prescribed by the Curriculum Division and 30 clock hours will be per the teacher’s choice. In the first year of Induction, eight hours of the 96 will be required, but a teacher may choose to do more.

These 96 hours must be completed by the time of the teacher’s annual evaluation during his/her third year in the District.

If a teacher is hired after the pre-service Induction training has occurred, his/her requirements shall include those remaining paid hours that are scheduled and the additional 96 clock hour requirement. He/she may also participate in the pre-service hours scheduled for the next contract year for daily rate of pay.
**Teacher Induction and Evaluation**

Participation by Probationary Teachers in Induction activities meets the Professional Growth Plan requirements of the Teacher Evaluation process. At the end of their probationary status, teachers shall develop a Professional Growth Plan prior to their annual evaluation and no later than May 1st to be implemented and assessed during the subsequent year.
PROC. 8
PROCEDURES

ASSESSMENT AND EVALUATION

EMPLOYEE EVALUATIONS
The Governing Board authorizes the administration and designees of the CTA to:

• Develop instruments and procedures subject to Governing Board approval that will assist employees represented by the CTA in the improvement of performance and to meet their individual responsibilities.

• Approve the procedures used for evaluations of these employees.

Evaluation of Teachers
The system for evaluating the performance of teachers shall comply with the State Board of Education’s recommended standards for an effective teacher performance evaluation system as outlined in Title 15 of Arizona Revised Statutes.

The District shall ensure that persons evaluating teachers meet the State Board of Education’s recommended qualifications including recommended training as outlined in Arizona State law.

The District Administration shall provide resources as needed and shall encourage unit administration to give assistance and support to teachers and/or departments desiring to acquire skills to better address the issues of teacher performance and student achievement.

Specific language dealing with the teacher evaluation system and timelines are in the Teacher Evaluation and Assessment Manual. Modification to the teachers’ evaluation process and evaluation procedures of all other groups represented by the CTA are subject to the Meet and Confer process.

Designation of Qualified Evaluators
Annually, prior to the beginning of the school year, the Governing Board will designate the individuals who are qualified teacher evaluators. The Board will provide such in-service as necessary to ensure that each evaluator named is (1) cognizant of the intent of the certified staff evaluation procedures, (2) proficient in following evaluation procedures, and (3) knowledgeable of the teaching standards as defined by the Governing Board.

In-Service
Group or individual orientation will be provided annually for both continuing and non-continuing teachers for the purpose of insuring an understanding of the purposes and the process. A portion of this in-service will be devoted to designation of a professional development team/evaluation team for each staff member.

JROTC Army Evaluation
All JROTC Instructors and the Assistant DAI (ADAI) will receive an annual evaluation using CC Form 214R. JROTC Instructors will be evaluated using the District approved evaluation instrument.

Review by the Principal
All annual evaluations and recommendations will be reviewed and signed by the principal, who will take appropriate action on the evaluation. If, as a result of any evaluation, a recommendation for issuance of a preliminary notice of inadequacy has been made, the principal shall insure that the teacher has been provided with copies of the statutes reprinted in the appendix herein.
Annual Report
A. Annually, the Director of Certificated Employment shall tabulate appropriate data from all teacher evaluations in order to prepare reports to:
   1. The Arizona Department of Education, as required under Title 15 of the Arizona Revised Statutes;
   2. The Chief Academic Officer and the Professional Growth Committee, identifying the most common areas recommended for improvement, so that appropriate staff development activities may be initiated.

Confidentiality
Copies of assessment and evaluation reports of teacher performance are confidential, do not constitute a public record, and shall not be released or shown to unauthorized persons, in either draft or completed form.

ARS §15-537 permits the Arizona Department of Education to have copies of a teacher’s evaluation report and performance classification, but maintains that those records are confidential. Furthermore ARS §15537 permits evaluations and performance classifications of teachers to be released to school districts and charter schools that inquire about the performance of the teacher for employment purposes.

Evaluation of Instructional Leader
This evaluation process applies to teachers serving in the capacity of Leader, Manager, or Facilitator, and is in addition to any other evaluation process.
A. A pre-conference will be held by the principal/designee and the Instructional Leader by October 1 to discuss departmental goals, objectives, action plans, and to review the Instructional Leader’s evaluation process.
B. The Instructional Leader shall be evaluated annually by the principal/designee, with consideration of individual teachers’ written feedback.
C. Principals will request individual teacher and department feedback for Instructional Leaders in a confidential manner by February 15th to be returned by February 22nd.
D. The Instructional Leader evaluation and post-conference to review the evaluation must be completed by the principal/designee by March 1.
**PROCEDURES**

**EMPLOYEE BENEFITS**

Employees of the District shall be covered under a District-provided Workers Compensation insurance plan in accordance with the law.

<table>
<thead>
<tr>
<th>Time Missed</th>
<th>Compensation from Workers Compensation</th>
<th>Compensation from School District</th>
<th>Charge Against Leave Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 8 calendar days</td>
<td>None</td>
<td>Based pay for time missed until leave expires</td>
<td>Day for day on time missed. Example: 5 work days missed</td>
</tr>
<tr>
<td>8 through 13 calendar days</td>
<td>A percentage of the employee’s pay as determined by the Industrial Commission formula, excluding first 7 calendar days.</td>
<td>Balance of the base pay for 8th through 13th calendar days until leave expires.</td>
<td>For that portion of time compensated by District. Example: 8 Work days missed charge leave 5 full days plus .35 x 3 =1.05 or a total of 6 days District paid 35% of wages.</td>
</tr>
<tr>
<td>14 calendar days or more.</td>
<td>14 calendar days or more. A percentage of the employee’s pay as determined by the Industrial Commission formula, including the first 7 calendar days missed.</td>
<td>Balance of base pay for all the time missed until leave expires. Difference of base pay and that paid for by the Industrial Commission.</td>
<td>For that portion of time compensated by District. Example: 20 Work days missed charge leave .30 x 20 = 6 days District paid 30% of wages.</td>
</tr>
</tbody>
</table>

*Leave charged is same percentage as compensation paid by the District. Payroll will round to the nearest half-day in adjusting leave account in accordance with this schedule.*
Work on Holidays and Governing Board-Declared Recess Days
Employees shall not be required to work on any holiday, or Governing Board-declared recess days as identified in the annual school calendar as approved by the Governing Board.

See Appendix D

Absence Before and/or After Recess or District Mandated High Stakes Test Days
Paid leave may not be taken the last workday before and/or the first workday after any Board declared recess period or on a Mandated Test day. District/State mandated test days will be Blackout Days when a Modified campus wide Testing Only schedule is created and on which all teachers will be Assigned Duty (such as ASPIRE, ACT, and AIMS Science). On District Mandated High Stakes Testing days, Proctors may not be approved for District Trainings, Professional Growth, Travel or Association Business. This policy will be implemented with the following EXCEPTIONS:

1. The Principal or District Supervisor receives:
   a. Written notification of a planned absence FIVE (5) days prior the absence.
   b. Written and District absence reporting system notification of an unplanned emergency/immediate need absence, (medical or personal) on the day of the absence.
   c. Option “a” and “b” can only be used for TWO (2) days of compensation in any contract year.
2. Formal Appeals shall be reviewed and final determinations made by the Talent Executive Director using the criteria below:
   a. Personal or Family Medical Emergency. Documentation such as a medical note, receipt or written explanation will be required.
   b. Personal or Family Emergency. Documentation such as a written explanation will be required.

If an employee is in a no-pay status (i.e., on a leave of absence without pay either because the sick leave for which the employee is eligible has been exhausted or because the employee is on a Governing Board-approved leave of absence without pay) on both the last day prior to and the first day immediately following a holiday or a Governing Board-declared recess period as identified in the Governing Board approved school calendar for the year, that employee shall receive no compensation for the holiday or the Governing Board-declared recess period.

Governing Board-declared holidays and recess periods shall be defined as:

- Independence Day / July 4th
- Labor Day
- Fall Break
- Veteran’s Day
- Thanksgiving Recess
- Winter Break
- Martin Luther King Jr. Day
- Presidents’ Day
- Spring Break
- Cesar Chavez Day
- Memorial Day

Employees should refer to the current Governing Board approved calendar for the specific dates of each holiday as well as the specific dates for workdays that precede or immediately follow the aforementioned holidays and recess periods. For specific dates regarding State mandated testing, employees should refer to the District website. The addition or deletion of Governing Board-declared holidays is done at the discretion of the Governing Board. This absence policy will be reviewed on an annual basis.
Insurance Programs
In the absence of District coverage for comprehensive loss of personal property, teachers are advised to acquire adequate coverage on any personal property which may be brought to campus.

Group Health and Major Medical Insurance
A. All permanent employees (including teachers under contract .6 or more or .5 at Metro Tech) are covered by health and medical insurance as described in the master contract(s) between the District and the provider. When available through arrangement with the provider, employees will be offered a choice of health plans and each employee selects the plan of his/her preference. The District will pay the full cost for the employee’s coverage of the least expensive plan. Should the employee choose the more expensive plan, the employee will be responsible for the difference in cost between the two plans.

B. Employees hired prior to July 1, 1987, may elect to take a revision to their contract in lieu of health/medical insurance benefits, with an agreement that the increased amount will be placed in a tax-sheltered annuity and remain in the annuity program for the duration of employment in the District. The increased amount shall be equal to $1,177.00 for a full year contract or an amount proportionate thereof based upon the date of exercise of the option as follows:

1. Between the 1st and 15th of the month, TSA effective the first of the following month.
2. Between the 16th of the month and the last day of the month, TSA effective the first of the second following month.

A teacher choosing a tax-sheltered annuity option, and then having an emergency during the insurance year, due to spousal change (divorce, marriage, death), shall be allowed, upon approval of the insurance carrier, to re-enter one of the District’s health plans. The cost of this health insurance will be at the teacher’s expense through the payroll deduction process or a cash payment if during a non-payroll period.

C. New employees are eligible for personal coverage based on the starting date of their employment indicated on the Governing Board Agenda in accordance with the following:

1. If employment began between the 1st and 15th of the month, insurance coverage begins the first day of the following month.
2. If employment began after the 15th day of the month, insurance coverage will begin the first day of the second month.

D. New employees are eligible to enroll their dependents for dependent coverage. The employee has thirty (30) days from the starting date of employment to decide whether or not s/he desires dependent coverage. Dependents are eligible on the same day as the employee.

E. Employees terminated will have employee and/or dependent coverage through the date designated by the Talent Division at the time the employee terminates.

F. Those employees desiring to drop dependent coverage must initiate a signed form obtained from the Talent Division. This must be done during the open enrollment period if the premiums are paid through pre-tax monies.

G. Full-time employees who have fulfilled their contract obligations for a full year and who are terminated from the District due to reduction-in-force, shall receive their health insurance benefits for the full year (September 1 through August 31).
Tax Sheltered Annuity
Employees of the District who wish to participate in the Tax-Sheltered Annuity Program must submit an “Amendment to the Employee Contract.”

- The District is presently participating in the Tax-Sheltered Annuity Program approved by the Internal Revenue Service. The Talent Division will furnish details.
- Employees of the District may, at their option, participate in a Tax-Sheltered Annuity Program approved by the Internal Revenue Service. Payment is made by the employee to an eligible company chosen by the employee, under a payroll deduction plan.

Life Insurance
The Governing Board shall provide, at no cost to the employee, Group Term Life Insurance as described in the master contract(s) between the District and the provider equal to employee’s salary but not less than $25,000 nor more than $100,000.

Life/Health Insurance to RIFed Teachers
Full-time teachers who have fulfilled their contract obligations for a full year and who are terminated from the District due to Reduction-In-Force, shall receive their health and life insurance benefits for the full year (September 1 through August 31).

Supplemental Mid-Term Disability Insurance
The Governing Board shall provide, at no cost to the employee, Group Supplemental Disability Insurance coverage which will pay two-thirds of the contract salary after the minimum ninety (90) calendar day waiting period following disability for either sickness or accident to age 65, or a maximum of 180 calendar days. The conditions of coverage will be spelled out in a booklet to be provided every employee at no cost to the employee.

Long-Term Disability Insurance
A Long-Term Disability Plan shall be provided through the Arizona State Retirement System to each employee whose disability continues past 180 calendar days.

Pre-tax Flexible Benefits
The District offers for the benefit of all employees a Flex Benefit Plan which allows those employees to pay for tax deductible expenses from pre-tax dollars. To enroll in the Flex Benefit Plan, a flex benefit agreement must be signed and submitted to the Talent Division.

The three components of the Flex Benefit plan are:
1) insurance premiums only,
2) reimbursement account,
3) dependent care account.

Leaves of Absence
Leave with Pay
A. Each teacher shall earn one day of leave allowance for each 20 contract days or major fraction thereof. Two additional days are provided to each teacher each school year and these two days will be available for use from the beginning of the school year. A teacher must be on duty the first day that school is in session (i.e., students meeting classes) or be on an excused absence to be eligible for this two-day advance. If an emergency occurs requiring the use of leave days in excess of the number accrued, the teacher may contact the Talent Division to ask that consideration be given for the front-loading of additional unaccrued days. If a teacher leaves the employ of the school District before the end of the school year, s/he will have the final pay check reduced by the amount of pay received for leave days used but not yet earned. The unused portion of such allowance shall accumulate from year to year without limitation. At the
beginning of the school year, each teacher shall be advised in writing of the number of days of leave which the teacher has accumulated. For regular part-time and interim teachers, leave is prorated according to the percentage of full-time being worked. Contracts pertaining to Schedule F activities are not included.

B. The Governing Board believes that ample vacation time is included in the school calendar and expects teachers to be in attendance on all contracted days. Paid leave may be used for personal illness or injury, family illness, parental obligations, family death or personal business.

C. A teacher who uses more than three leave days in a one-month period may be required to provide documentation regarding the necessity of the absences. The Superintendent (or designee) may require from the teacher a certificate signed by a duly licensed physician or Christian Science Practitioner verifying that the cause of an absence of more than three consecutive days was illness or injury to self or family. The teacher may also be required to have a health examination by the District Medical Advisor at no cost to the teacher. The teacher shall be notified of this requirement in writing, including a statement citing just cause, and a copy of this notification shall be sent to the CTA.

D. Reporting Process
   1. When a teacher knows of a short-term absence in advance, a two-day notice shall be given to the principal. In other cases, the teacher shall notify substitute service as soon as possible but never later than 7:00 a.m. on the day of absence.
   2. When an extended absence is known in advance (e.g., scheduled surgery, childbirth), the teacher shall notify the Principal and the Talent Division as soon as possible so that arrangements for a guest teacher may be made. This notice shall be submitted on the appropriate form, indicating the beginning and ending date of the disability period. The form must be signed by the teacher’s personal physician. If circumstances require a change in the estimated disability period, a revised form shall be submitted, and also signed by the teacher’s personal physician.

E. Pregnancy leave is granted in accordance with the Federal Family Medical Leave Act provisions. In the case of a person who does not qualify for family medical leave, pregnancy leave will be treated as a medical leave.

F. If the Probationary or continuing teacher wants additional time beyond the disability period to care for the child, the teacher will submit a request for a leave of absence without pay with the request being noted as personal. This will be treated as a personal leave of absence without pay.

Donation of Leave Days
A. A teacher who has depleted his/her leave days may request access to the “Leave Assistance Program” by submitting a Medical Leave Assistance Program Request Form to the Executive Director for Talent Division requesting donation of leave days from other teachers so that the teacher’s income can continue during an extended period of absence of two weeks or more. Donated leave days are intended for the use of the employee only to compensate for days missed due to personal illness. Leave days for family illnesses are available through the Federal Family Medical Leave Act.

B. The donor teacher may donate leave days only if he/she has thirty (30) or more days of accumulated leave. The donor teacher may donate no more than five (5) days of leave in any contract year. The donor teacher will designate the donation in the name of the teacher to receive the donation.

C. If more days than are needed are donated to the receiving teacher, the extra days shall be returned to the donor teacher.

D. No teacher shall be eligible for the leave assistance program after he/she qualifies for long-term disability coverage.
Leaves of Absence Without Pay

General

A. Any teacher, who must be absent without pay for any period, must request a leave of absence without pay or submit a resignation. To do otherwise is a breach of contract and will be considered job abandonment. This also applies to employees who have exhausted their leave allowance. A health leave of absence without pay must be requested, to be effective as soon as leave allowance is exhausted.

B. All requests for leave shall be applied for in writing, using the appropriate form, and the term of the leave requested may not exceed one year. Those who have requested leaves will be informed in writing as to the disposition of the request.

Leaves of absence without pay may be requested under the following:

- A teacher who is unable to teach because of personal illness or disability and who has exhausted all leave available may request a leave of absence without pay upon the submission of a physician’s certificate, for the remainder of the school year or until s/he is able to return to duty. If the teacher has not returned by the end of the school year, the teacher’s health condition will be reviewed and a decision made by the Talent Division with the assistance of the District Medical Advisor, to permit the teacher to return to duty, extend the leave of absence, or take appropriate action.

1. If a teacher is granted permission from a doctor, with concurrence from the District Medical Advisor (if deemed necessary), to return to work during the period of the leave of absence already granted, s/he will be returned to work only if a vacancy exists for which the teacher is qualified.

- For maternity leave beyond the period of disability charged to leave or in lieu of leave.
- To one teacher designated by the CTA for the purpose of engaging in local, state, or national association activity.
- To campaign for or serve in a county, state, or national elected public office.
- To serve in the Peace Corps, or similar government approved activity.
- To serve as an overseas teacher, usually on an exchange basis.
- Other requests not listed above will be considered on their merit.

C. A request for a leave of absence without pay will be reviewed for recommendation by the principal or educational unit supervisor, the Talent Division, and the Superintendent, who will submit it to the Governing Board for action.

D. A leave of absence without pay other than a health or maternity leave shall be for a period of one semester or one school year so as to interfere as little as possible with the instructional process. Any request for a period of time other than these will be considered only in unusual circumstances.

E. A teacher who is granted a leave for one school year or less will not break his/her continuity of service. Leaves of absence without pay for any reason other than health or maternity will not be granted to teachers with less than three years of full-time continuous teaching except in unusual circumstances. A teacher with less than three years of full-time continuous teaching who takes a leave for more than one-half of the school year, however, must begin his/her three-year full-time continuous teaching period over again, since the continuity of service required by law will be broken.

F. A teacher who is granted a leave for one school year or less will be returned to his/her former assignment(s), and the teacher employed or transferred as a replacement for the teacher on leave will be employed or transferred only for the duration of the period of the leave, and will be so informed in writing. The replacement teacher will be placed on the reassignment list at the
conclusion of the leave unless an opening exists in that department on that campus, in which case the teacher shall be assigned to that position.

G. Health insurance benefits will be provided by the District for a teacher during a health-related leave of absence without pay for one year or less. At the end of one year of leave without pay, health insurance benefits will no longer be provided by the District. The teacher will return to work, retire, or resign.

H. When a teacher returns to the employ of the District after a period of one year of unpaid leave, the teacher must work one full year to be eligible to apply for another unpaid leave of absence.

I. A teacher on a leave of absence without pay other than a health leave may make arrangements with the Payroll Office to continue the individual/dependent coverage under the District group health and major medical insurance plan.

Family Medical Leave (FMLA) Act

1. A teacher who (a) has been employed for at least one (1) year by the Phoenix Union High School District and (b) has at least 1250 hours of service during the previous 12-month period is eligible for family and medical leave as outlined in the Family Medical Leave Act of 1993.

2. All teachers who meet the applicable time of service requirements shall be granted upon request family or medical leave consisting of unpaid leave for a period of twelve (12) weeks (during any 12-month period). The teacher may elect to substitute any accrued paid leave for any part of the twelve-week period.

Leave shall be granted for the following reasons:

- a. The birth of a child in order to care for the child.
- b. Baby bonding will expire twelve (12) months from the date of the birth.
- c. Adoption or foster placement of a child. The entitlement to leave for birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of the birth or placement.
- d. To care for a spouse, child, or parent who has a serious health condition.
- e. A serious health condition that renders the teacher incapable of performing the functions of his/her job.

During a period of FMLA leave, an employee will be retained on the District health plan under the same conditions that applied before the leave commenced. Procedures and required documentation for leave requests shall be in accordance with District policies and the Federal Family Medical Leave Act, Section 103 (1993).

Short-Term Leaves of Absence to Meet Professional Obligations

The Governing Board recognizes that participation by teachers in the activities of professional educational organizations, through services on committees, boards, and commissions, as well as the continuation of their education, contribute to the professional growth of the staff and to the improvement of instruction.

Short-Term Leaves of Absence with Pay

A. Short-term leaves of absence with pay may be granted for teachers, and guest teachers provided, when the absence is occasioned by one of the following within Arizona:

1. Participation in a legitimate, bona fide professional duty;
2. Attendance at educational conference or workshop in which the content is directly related to the teacher’s areas of teaching;
3. Attendance at an educational conference or workshop sponsored by a professional education association as an official delegate of the association, including the AEA Delegate Assembly and similar meetings.
B. A maximum of 100 school days per year for the teachers in the District may be recommended by the CTA and approved by the Associate Superintendent for Instruction and Accountability. The principal will be advised of the impending absence at least one (1) week prior to the absence, if possible.

C. If a travel request is required for any of the above, the Travel Regulations in the Appendix must be followed and travel funds provided as stipulated in the Travel Regulations.

D. Such leave requested during the opening three (3) weeks of school, the closing week of any semester, the opening week of any other semester, and the closing two (2) weeks of the school year will be granted only in the most unusual circumstances. All leaves of absence granted under this section shall be in units of full days or half days.

Sabbatical Leave

A. A teacher who has been employed by the Phoenix Union High School District for a period of seven (7) consecutive years immediately prior to the year in which the sabbatical leave is to commence shall be eligible to apply for a sabbatical leave not to exceed a period of one (1) year. A teacher may apply for more than one sabbatical leave during his/her years of service in the District. However, preference shall be given to the teacher who has not previously been granted a sabbatical leave.

B. The Governing Board may authorize sabbatical leaves of absence when it deems such absence to be reasonable and for good cause and not detrimental to education within the District. Sabbatical leaves may be granted only for the purpose of allowing a teacher to continue his/her professional education. A careful review of the application shall be made to ensure that the purposes are in the best interest of the District.

C. The Governing Board may authorize a salary as provided by the state law to be paid to the teacher to whom a sabbatical leave is granted.

D. A leave of absence without pay may be granted for the purpose of improvement of instruction through work experience, or educational leave, upon recommendation of the professional growth committee.

E. Timelines for sabbatical leave application are as follows:

<table>
<thead>
<tr>
<th>Sabbaticals</th>
<th>Statement of Intent to Professional Growth</th>
<th>Proposal to Professional Growth</th>
<th>Professional Growth Recommendation to Superintendent</th>
<th>Superintendent Recommendation to Governing Board</th>
<th>Action by Governing Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning 1st Semester</td>
<td>Jan. 10</td>
<td>Feb. 1</td>
<td>Mar. 1</td>
<td>Mar. 15</td>
<td>Apr. 15</td>
</tr>
<tr>
<td>Beginning 2nd Semester</td>
<td>Sept. 1</td>
<td>Oct. 1</td>
<td>Nov. 1</td>
<td>Nov. 15</td>
<td>Dec. 15</td>
</tr>
</tbody>
</table>

F. Teachers shall include with their application for sabbatical leave a recommendation from the principal and plan of study which includes the details either for study in an approved college or university, or a problem or project for research or writing to be pursued independently by the applicant.

This plan shall be reviewed by the Professional Growth Committee and must be approved by the Superintendent. If a teacher finds it necessary to change his/her plans, s/he shall so notify the Superintendent and receive approval in advance for any change.

G. All applications shall be reviewed for a recommendation to the Superintendent by the Professional Growth Committee. Among other qualifications of the applicants, the committee
shall consider the following: successful service during the previous seven (7) years, contributions to the teaching profession, the extent of the applicant’s professional study, travel, and research.

H. A teacher on sabbatical leave shall not engage in full-time employment or in study for another trade or profession during his/her leave unless the employment is accepted by the Professional Growth Committee as a necessary part of the plan.

I. The salary shall be paid upon condition that the teacher shall return not later than one year after the commencement of the sabbatical leave for renewal of employment for at least one (l) school year. Unless s/he returns within such period, s/he shall repay to the District the amount paid to him/her during the leave period, and unless such amount is paid, the Governing Board shall direct the County Attorney to institute suit against such person to collect such amount.

J. If the sabbatical leave is granted, all rights of tenure, retirement, accrued leave with pay, salary increments, and other benefits provided by law shall be preserved and available to the applicant after the termination of the leave.

K. A teacher returning from sabbatical leave shall be assigned to a position which will permit pupils to derive maximum benefits from his/her experience. A teacher who receives a leave of absence will be considered a part of the staff of the school from which the leave was granted and will be returned to that school. Such leave will not break the continuity of service of the person involved. A teacher employed or transferred as a replacement for a teacher on leave will be employed or transferred only for the period of the leave.

L. Within ninety (90) days after the teacher returns to full-time duty from sabbatical leave, s/he shall submit a comprehensive written report dealing with the educational aspects of his/her study to the Professional Growth Committee and to the Superintendent who will make copies available to each Governing Board member. This report shall include transcripts of a college or university study while on leave, and other items of information pertinent to an evaluation of his/her program.

M. The Superintendent and the teacher may agree on ways in which the report may be used to further the instructional programs in the District. As his/her time permits, the teacher may be requested to participate in school and community activities, if his/her studies during his/her sabbatical leave are relevant.

N. Each year the Governing Board shall fund sabbatical leave requests which were approved through the foregoing process. The Governing Board may authorize a salary to be paid to the person, not to exceed one-half of the salary then received by him/her. This section does not preclude the employee from requesting a non-paid sabbatical leave.

Exchange Teachers
A teacher may request an extended leave of absence for one (l) semester or one (l) year with pay to serve as an exchange teacher. A teacher on exchange leave shall continue to advance through the salary schedule during the leave.

Military Leave
Military leaves of absence shall be granted by the Governing Board to a teacher in accordance with existing State and Federal statutes.

Civic Responsibilities
A. Teachers who are required to serve on jury duty or to appear in court in response to an official subpoena will receive full salary during the period of such service, subject to the deduction from their regular pay an amount equal to the compensation paid them for such duty exclusive of mileage reimbursement.

B. A teacher who must appear in any legal proceedings connected with his/her employment with the District may be absent without loss of pay for that cause, if the teacher is required by law to attend.
Natural Disasters
If a natural disaster makes it impossible for teachers to report for work, the Governing Board may provide additional day(s) of personal leave with pay for the enforced absence(s).

Leaves of Absence for School Nurses
Nurses will be eligible for the same leaves of absence as teachers, except for sabbatical leave and exchange teacher leave for which nurses are not eligible.

Questions for School Nurses
Time off in lieu of overtime shall be granted to nurses based upon mutual agreement between employee and supervisor on an hour-for-hour basis.

Early Retirement Program
A. An employee who opts to terminate employment after age 50 will be eligible for participation in the Early Retirement Program provided he/she meets the following criteria:

1. was hired prior to July 1, 2009.
2. has ten (10) consecutive years of full-time satisfactory service in the Phoenix Union High School District, and
3. is not Medicare eligible...
4. terminates employment prior to June 30, 2011
5. terminates employment after June 30, 2011, and has 15 years or more of continuous satisfactory District employment at June 30, 2010.

The program provides for payment of specified insurance and for guest teaching as detailed in this section. Application is made through the Talent Division.

B. A teacher may participate in the Early Retirement Program for a period of time not to exceed his/her years of full-time service with the District.

C. The teacher will sign an agreement to teach as a guest teacher during a school year at a daily rate of $112.50 for each day of service. On the 21st consecutive day, and all subsequent days of the same assignment, the rate shall be $200.00 per day. This rate shall be retroactive to include the preceding 20 days as a Guest Teacher.

D. If the District determines that early retirees must be covered by a health insurance plan other than the one which insure active employees, the following provisions apply:

1. Employees who enter the Early Retirement Program prior to July 1, 2003, and who also are receiving state retirement will have two options: (a) moving to the Arizona State Retirement System (ASRS) plan with the District paying the premium of the lowest cost plan (regardless of where the retiree resides) minus the ASRS subsidy; (b) staying on the District’s plan with the retiree paying the difference between the cost of the District plan retiree rate and the lowest cost plan of the ASRS.
2. Employees who enter the Early Retirement Program on or after July 1, 2003, and who also are receiving state retirement would be on the ASRS plan and the District would pay the premium of the lowest cost ASRS plan (without adjustment for where the retiree lives) minus the ASRS subsidy.
3. Employees who take (took) early retirement from the District but do (did) not retire with ASRS, and who are not eligible for subsidized medical coverage through another employer, will have the option of staying on the District plan with the retiree paying the difference between the cost of the District plan retiree rate and the lowest cost plan of the ASRS. After the employee enters state retirement, those who entered early retirement before July 1, 2003, will be covered by the provisions of paragraph 1 above.
Those who enter early retirement after July 1, 2003, will be covered by paragraph 2 above.

4. Employees who took early retirement prior to July 1, 2003, and who reside out of state will pay the same amount toward their coverage as a pre July 1, 2003, early retiree who resides in state and chose to stay on the District plan. The District would pay any remaining premium cost.

5. Once an eligible early retiree opts out of coverage under the District health plan, he/she cannot elect to return to coverage under the District health plan. The person will continue to receive all other benefits under the early retirement program, including payment of ASRS health plan premiums.

E. For the 2018-2019 please see the Memos of Agreement, attached, for the updated ERP (Early Retiree Program) information.

F. The Governing Board shall provide, at no cost to the employee, group term life insurance as described in the master contract(s) between the District and the provider. Amount of coverage of $25,000 or an amount equal to annual salary, whichever is greater. This coverage will continue until the employee becomes Medicare eligible.

G. A teacher choosing this program would be assured of annual renewal until the end of the contract year in which he/she becomes Medicare eligible.

H. This agreement is subject to the applicable Laws and Regulations of the State of Arizona, the lawful Rules and Regulations of the Arizona State Board of Education, the applicable Laws and Regulations of the Arizona State Retirement System, and the Rules and Regulations of the Phoenix Union High School District.

Post Retirement Return to Work Program
If an early retiree returns to work for the District, the retiree does not forfeit any rights guaranteed through the early retirement program.

A retired teacher (early or regular) may return to work if requested by the District and need not complete the normal application and interview process. If the teacher is requested to return to employment in a budgeted, posted position for more than 20 consecutive days in a semester, the teacher shall be issued a contract for up to one semester per the Teachers’ Salary Schedule as if a new hire (initial placement guidelines). This teacher shall have no rights to continuing employment and shall not earn any leave days but will be paid for all recess days except spring break and winter recess if on the payroll the day before and after the recess day(s).

Other Fringe Benefits
Payment for Unused Leave Upon Retirement, Resignation, or Death in Service
A. Effective July 1, 1993, a teacher with continuous satisfactory service at the time of retirement, resignation, termination, or death shall receive (or his/her estate) a financial payment at the rate of 45% of their current daily rate of pay for any unused leave days. Leave shall be cumulative indefinitely.
B. Payments of $5,000 or less will be made in a lump sum to the employee after the employee’s final date of employment.
C. Payments of more than $5,000 shall be made into a 403 (b) post-employment tax sheltered savings plan. The employee cannot elect to receive a cash payment. If an employee is under age 55 at the time of separation from the District and needs to withdraw funds from his/her post-employment 403 (b) account within one month following separation, the District will refund 2.35% to the employee when notified by the 403 (b) Provider that the withdrawal at separation had occurred. (This amount is intended to make up for the penalty paid (10%) to the IRS less the 7.65% FICA benefit received.)
D. Incentives for Non-use of Leave.
The District, in conjunction with the Phoenix Union Partnership of Business and Education, is committed to providing incentives for conservative use of leave days by teachers.

**Pre-retirement Plan to Reduce Assignment**

A. A teacher, who is within two years of qualifying for retirement or early retirement, may request to enter into a reduced 0.6 contract for up to two years according to the following provisions:

1. Accept a reduced assignment to teach three classes (0.6) or at the discretion of the District, two classes (0.4) and to use one additional period (0.2) for other district or site duties as determined by a collaboration with Administration and approval of the Executive Director of Talent.

2. Accept an equivalent reduction in pay while retaining full rights, benefits, and service credit.

3. Submit an “Intent to Retire” form with official retirement date by October 1 to begin the reduced assignment at the beginning of the second semester of the current school year or by February 1 to begin the reduced assignment at the beginning of the first semester of the next school year.

B. A teacher under this plan would be able to participate in retirement or early retirement programs with full privileges.

C. The Governing Board may authorize reduced assignments when it deems such absence to be reasonable and for good cause and not detrimental to education within the District. A careful review of the application shall be made to ensure that the purpose is in the best interest of the District.

**ADMISSION TO SCHOOL EVENTS**

All District employees shall be issued an identification card which shall entitle the holder to free admission to authorized District activities.
PROC. 10
PROCEDURES
RULES OF WORK

PAYDAYS AND PAYROLL INFORMATION
Procedures for payroll deduction and other payroll information may be found in the Appendix.

PAYROLL DEDUCTIONS
Teachers may sign and deliver to the Talent Division Office authorization for the following payroll deductions and with the deadlines indicated:

- Credit Union – no deadline.
- United Fund – December 1.
- Health and Major Medical Insurance – dependent coverage – thirty (30) calendar days after first day of employment of the current year.
- Tax-Sheltered Annuities – no deadline.
- U. S. Savings Bonds – no deadline

Authorization for payroll deductions for other purposes may be mutually agreed upon, subject to the limitations imposed on the District’s Payroll Office by the Maricopa County payroll system.

An amendment of employment contract for the tax-sheltered annuity provision shall automatically apply to the employment contract for each succeeding school year, except:

1. The amount of salary reduction in this amendment may be changed during the year by giving written notice of at least thirty (30) days prior to the effective date of the change. A new amendment is required to increase or decrease the amount of salary deduction.
2. Termination of this amendment may be made at any time by giving written notice of at least thirty (30) days prior to the effective date of the termination.

WORKDAY AND WORK YEAR
School Calendar Recommendations
The CTA shall submit its recommended calendar(s) to the Superintendent not later than February 15. Each teacher shall be provided a copy of the succeeding year’s calendar(s) as soon as possible after approval by the Governing Board. Professional Workday and Work Week for Teachers The professional workday and work week include many professional activities in which the teacher is involved other than direct student contact in a classroom. However, the main focus of this professional assignment is the classroom, which represents the portion of the teacher’s assignment where the greatest amount of time is spent. The teacher must be in the classroom during the periods which are assigned as teaching periods, unless other arrangements have been specifically made with the principal/supervisor or designee. Also, the teacher will perform those professional responsibilities necessary to meet the needs of students, and those professional duties necessary to be effective in the classroom. The teacher will conduct activities to retain potential dropouts as defined by the Keep Kids in School Program (KKIS) which is described later in this agreement.

1. The usual workday for teachers shall be from 7:30 A.M. to 3:30 P.M., or an equivalent period of time depending on the particular campus schedule and the beginning of the teacher’s workday. Though variations to an eight-hour schedule are permitted, no teacher will be required to have a work schedule which ends later than 4:00 P.M. unless the teacher agrees to such a schedule. If a school has more than seven class periods scheduled per day, a teacher’s individual assignment will be within a consecutive seven periods unless the teacher volunteers otherwise. Teachers who find it necessary to leave campus prior to the end of the workday shall notify the principal/designee.
2. The professional work week for classroom teachers shall include up to 1425 minutes for teaching or campus supervision assignment(s) for an academic intervention Program if the academic intervention program is approved by the Campus Committee as described below. Should a campus have an overriding need for minor modifications to these guidelines, the principal may petition the Chief Academic Officer for a one-year variance. These numbers can then be reduced or increased if agreed to by the Chief Academic Officer and the CTA President. Time described may be averaged within a three-week, six-week, nine-week or eighteen-week semester.

3. The principal/designee shall seek input before the adoption of a schedule that changes the length or arrangement of periods in the work week. Such input shall consist of, but not be limited to Instructional Leaders as a group, the Campus Committee, and ultimately the entire faculty. This process shall be completed by March 1 of the school year prior to adoption of the schedule. Schedules must provide for every class to meet a minimum of 240 minutes per week, and for every class to meet a minimum of 4000 minutes per half-credit grading term during the normal school year. Should a campus have an overriding need for minor modifications to these guidelines, the Principal may petition the Chief Academic Officer for a one-year variance. These numbers can then be reduced or increased if agreed to by the Chief Academic Officer and the CTA President. Schedules must be in compliance with the Professional Agreement and must be submitted, prior to implementation, to the Associate Superintendent for Instruction and Accountability, who shall examine them for compliance.

4. The Principal and the Campus Committee shall concur on the adoption of common PXU bell schedule each year and any changes to it. The Principal will inform the Campus Committee of any program changes occurring on campus. The District may call for a shortened day for teacher training. The Campus Committee may also be asked to concur with a campus request for a shortened day for teacher training. No more than one day per month may be shortened to provide for teacher training, and whenever a day is shortened for this purpose, teachers shall be required to attend. If training activities are provided outside of the professional day or outside of the campus plan for eight hours of potential additional professional duties, teachers are encouraged to participate and will be paid their hourly rate of pay or given professional growth credit.

5. If a campus CTA member, a member of a campus group working on school improvement, or any member of the Campus Committee would like the campus to create or eliminate an academic intervention program which exceeds up to the 1425 teaching minutes, he/she should request consideration of such by the Campus Committee. The Campus Committee shall coordinate a plan for teachers to have time to understand and discuss the issue. The CTA Unit Chair shall then coordinate an election to allow all campus CTA members the opportunity to vote on such request. The ballot shall include a statement detailing the maximum number of minutes in excess up to 1425 which the academic intervention program would require. Following the vote, if at least 50 percent of campus CTA members voted and if a minimum of two-thirds of the votes were cast in support of the request, the Campus Committee will create a bell schedule pursuant to the vote. The new bell schedule will be operational no later than the beginning of the following school year and as early as the beginning of the next semester if all Campus Committee members agree. After a school’s schedule is established for the year, no more than one change to create or eliminate an academic intervention program in addition up to 1425 teaching minutes may be considered for the remainder of the academic year. If the Campus decides to create an academic intervention program within and up to the 1425 minutes of teaching time, a campus vote is not required. Once an academic intervention program is established in addition and up to the 1425 teaching minutes, it shall continue as a program within the number of additional minutes per vote unless another vote is passed.

6. The teacher is to be present during the hours when the teacher has an assigned responsibility with pupils while school is in session, unless provision for a substitute has been made, with approval of the principal/designee.
7. Classroom teachers shall be provided one preparation period per day. These preparation periods are to provide time for preparation by the classroom teacher to carry out his/her responsibility to pupils and for the necessary administrative work related to his/her assignment. The teacher shall utilize preparation time in a professional manner. Testing schedules for district and state mandated exams may preclude teacher’s daily preparation period.

8. The professional workday and work week for certificated personnel, other than classroom teachers, shall be equivalent in time to that of classroom teachers but the time frame may be modified to achieve a schedule that will meet student and parent needs. The principal, after taking campus and student needs into consideration, shall work out an appropriate assignment schedule with the service personnel concerned. Counseling department members will adjust their lunch hours to ensure that counseling and crisis services are available to students during student lunch hours.

9. All teachers shall be scheduled with a duty-free lunch period. Lunch periods shall be at least 40 minutes exclusive of passing periods at every comprehensive campus and Metro Tech. Any exceptions to this length, due to emergency situations, shall be approved on a temporary basis by the Campus Committee.

10. An abbreviated class schedule ending no later than noon shall be provided on the final Friday of each established grading term that does not end a semester to allow teachers adequate time for student evaluation and grade preparation. No department or faculty meetings will be scheduled on these days. Teachers shall submit grades to the registration office no later than 8:00 A.M. on the following Tuesday or by 4:00 P.M. on that day if that day precedes a Board-declared holiday or recess day. This will ensure that students will receive their grade reports in a timely manner.

11. A testing schedule, which includes parameters for addressing state directives, will be disseminated from the District for every day which includes State-mandated testing. The Principal and the Campus Committee, while working within the District parameters, will concur on the schedule for the day. Such a schedule may require a teacher to supervise students for more than 1425 minutes during the week but will ensure a reasonable workload for teachers. The Campus Committee will approve a plan for proctoring of such tests to ensure that the proctoring will be shared by all certificated staff and will allow for adequate breaks for staff.

12. **FOR 2017-2018 SEE PROC 10-4 MOA APPENDICES.** The last day of each semester shall be designated as a teacher workday for grade preparation and/or teacher planning. No meetings shall be scheduled on this day. Teachers will submit grades to the registration office no later than 4:00 P.M. on the last day of the semester except for the first semester ending before the winter holiday break. In that case, teachers are encouraged to turn grades in as soon as possible but no later than 1:00 P.M. on the last work day prior to winter break. If that is a scheduled pay day, teachers will be allowed to receive their paychecks on the last day of the semester after turning in their grades.

13. Instructional time should be free from outside interruption. The administrator shall call the teacher from class without previous notice only in those emergency situations that he/she deems to require immediate attention.
ADVISORY/STUDENT INTERVENTION PROGRAM
Advisory is a period of time during the school day dedicated to increasing academic achievement by removing barriers to learning and providing interventions and support. This Advisory Model meets the established KKIS (Keep Kids In School) criteria and GCLR policy.

The goals of Advisory are aligned to the District’s strategic plan in the areas of achieving readiness in college, career, and life; building strong school communities and creating a culture of excellence.

1. Advisory is used to remove barriers to learning
2. Successful implementation of Advisory will improve student performance, connect all students to a caring adult and peer community.
3. Advisory will facilitate student engagement opportunities for students both in and outside of school (i.e. campus clubs, civic engagement, college readiness).

An Advisory framework was developed to help guide the campus Advisory models (Advisory Logic Model Exhibit). The following guidelines were developed and are clarified in the exhibit.

Advisory Guidelines

1. Members of the Advisory Steering Committee (ASC) must include: admin, teachers (recommend 1 from each dept.), student support services, counselor, CTA chair or designee.
2. All campuses will create and maintain an Advisory Steering Committee, meet regularly and provide initial and ongoing training.
3. Advisory committee meetings will be held during the professional day or as agreed upon by consensus of the Advisory Steering Committee.
4. Annually ASC will share the Advisory plan survey with campus committee.
5. Advisory plans will be included in school sites Continuous Improvement Plan (CIP)
6. Annual ASC will submit the Advisory plan survey that will be reviewed by District Advisory Committee and Academic office.
7. ASC will create and provide a step-by-step manual for staff which includes, but is not limited to, the Advisory Logic Model: Advisory Must Haves.
8. All staff will have delineated roles/expectations as outlined in Advisory Logic Model: Input Roles & Expectations.
9. Classified employees play an important role in Advisory; their role should be connected to their job duties.
10. ASC will be able to modify their Advisory set-up to meet their individual site needs based on feedback from stakeholder groups, as long as their set-up falls within the Advisory Logic Model.
11. ASC will maintain campus goals and organizational charts.
12. Advisory programs should meet the needs of any special program such as IB, AP, Magnet Programs, etc.
   - Teachers will assign a grade of proficient/non-proficient based on Advisory marks and grading criteria. Advisory is a period of time during the school day to support student success. Teachers will take attendance and track student movement in addition to providing supplemental interventions/supports to eliminate barriers to learning. These interventions/supports fall under the approved KKIS categories and include, but are not limited to the following:
   - Provide additional tutoring (as needed)
   - Monitor student attendance, behavior and academic progress
   - Refer students to appropriate Student Services staff (Counselor, Social Worker, BIS, SPIS, Community/Student Liaison, etc.) as social/emotional concerns or issues are identified
   - Conference with teachers, counselor and/or Student Services staff as needed regarding student concerns
• Present materials provided (i.e. icebreaker activities, civic engagement information, etc. via the Teacher Tool-kit)
• Share announcements and messaging

Dead Week
Five school days prior to semester examinations and the last three school days of all other grading periods shall be activity-free. Generally, there shall be no school/teacher-planned assemblies, activities, competitions, or brown slipping of students during the school day. However, the Campus Committee may approve school activities and programs in recognition of human and civil rights. Other exceptions shall be allowed for events which are scheduled outside campus and/or District control. Any other exceptions to this policy must be approved by the Campus Committee.

Hours of Work for School Nurses
A. The workday for nurses will be eight hours, including a 45 minute duty-free lunch to be taken outside of the times of student lunches unless otherwise approved by the principal.
B. The principal/designee will be notified by the nurse if going off campus for lunch. The nurse will provide the principal/designee instructions by which s/he can be reached in the event of an emergency that is beyond control of the principal/designee.

Work Year for Teachers
The work year for teachers shall be determined by the official school calendar. Teachers shall be paid additional compensation for employment prior to or after the date scheduled on the official school calendar, except as otherwise provided in the educational policies or their contracts.

Work Year for Athletic Trainers
The work year for Athletic Trainers, who are 9-month employees will begin on the first day of AIA sanctioned football practice. The PRIMARY contract year will be 209 consecutive work days from the school of the contact, including Fall Break as a regular work week. If an Athletic Trainer is required to work beyond their 209 contractual days, they will be paid their daily rate for each of those days via the current financial management payroll system. Athletic trainers who receive a .2 teaching assignment are expected to work the full .2 contract length (Semester or school year) (Proc. 5-8 Letter H)

IMC Level of Service
In order to address the limitations of the IMC staffing, the following campus procedure to address IMC level of service shall be followed:

1. The Principal, Professional Development Specialist, Librarian, Campus Lab Technician (Computer Lab Assistant), Media Technician, Unit Chair, CEA, and others as determined by the site, if appropriate, shall meet and reach agreement regarding the level of service for their campus IMC.
2. The level of service agreement shall be reviewed and approved by the Campus Committee at each site on or before the first week of the contracted school year.
3. The level of service agreement shall be published for the entire campus staff on or before the first week of the contracted school year.

Levels of service include:
1. Substitutes for IMC certified staff will be provided at all times. Classroom coverage will take precedence if there is a shortage of substitutes.
2. Closure of the IMC will occur the first and last weeks of classes in order for staff to set up, close down and/or inventory the IMC.
3. Operating hours for the IMC will be established to ensure student access and reasonable working conditions for IMC staff.
4. A procedure for scheduling usage of all campus computer labs will be developed to maximize utilization.
5. The types of services currently staffed by IMC personnel will be reviewed and revised based on the changing functions of the IMC. Services already identified for review through the meet and confer process include:
   a. Copy service
   b. Bell/Public Address Systems
   c. Equipment Set-up
   d. Unsupervised student usage of the IMC will be addressed.
   e. Other levels of service identified by the site will be addressed.

ADDITIONAL ASSIGNMENT FOR REGULAR CERTIFICATED PERSONNEL

Student Teachers
A. A teacher interested in hosting a student teacher will submit a request to Talent Division. A teacher must meet qualifications specified by the university. The responsibility for coordinating the student teacher program shall be delegated to the Talent Director. In general, teachers should have only one student teacher per year; any exceptions to this practice must be approved by the teacher, his/her Instructional Leader, his/her principal, and the Talent Director.
B. Teachers are encouraged to acknowledge their professional responsibility to participate in and give leadership to student teacher practicum.

Extra-curricular Duties
Teachers are expected to assume the responsibility for membership on a committee other than an ad hoc committee or the sponsorship of at least one student club, or class. If the number of teachers available to such sponsorship exceeds the number of needed assignments, then such assignments may be rotated through the faculty from year to year.

POLITICAL ACTIVITY

Employees Seeking Elected Office
Employees of the District, who are candidates for public office, before making any announcement, must review their intent with the immediate supervisor and, through the immediate supervisor, with the Superintendent or designee, make any necessary arrangements.

If elected, the employee must take a leave of absence without pay for the period of elected service when rendering no service to the school District, or the employee may sign a partial contract covering only the period of time during which the employee is serving the District directly.

An employee can continue with the District as a full-time employee with full pay as long as s/he is giving the equivalent time to the school District.

An employee who has become a candidate for elected office shall in no way use District time, materials, personnel, or property to promote his/her candidacy.

Any partial contract must be drawn with the help of legal counsel and the services rendered the District must be carefully monitored.

Campaigning During Off-duty Hours Only
Campaigning and other election activities must be done in off-duty hours without the participation of District employees or students acting in the capacity of the District or school representatives.
Campus Invitations
Candidates may accept administrative invitations to participate in election activities on a given campus only when such invitations are extended to all candidates for the office they seek.

Supplies and Materials
The use of District supplies and materials is not permitted.

EMPLOYMENT OUTSIDE OF DISTRICT CONTRACTUAL ASSIGNMENT(S)
All employees are assumed to devote their energies to the performance of their assigned duties. Should any employee of the District accept additional remunerated employment outside of duty hours, the nature of the work must be such as not to interfere with District demands nor sap the vitality of the individual for the performance of his/her District duties as determined by the Administration.

Personal Remunerative Tutoring
An employee may engage in remunerative tutoring providing:
- all tutoring is done outside of regular school hours
- all tutoring is done off campus
- the student is not one of his/her students
PROC. 11
PROCEDURES
PROFESSIONAL CONDUCT

MAJOR AREAS OF CONDUCT
All District employees are obligated to follow acceptable patterns of behavior and professional conduct that will result in accomplishing the primary objective of the Phoenix Union High School District which is providing students, the best possible educational program.

Certified Staff Discipline Regulation (GCQF-R)
The Certified Staff Discipline Regulation (GCQF-R) shall ensure appropriate due process procedures for employee conduct and discipline.

Supervision of Students
Each employee is expected to exercise appropriate supervision of the students under his/her area of responsibility. Permission shall not be granted by a teacher for a student or students to leave campus during the time when school is in session without prior approval of the Principal or his/her designee.

Performance of Assigned Duties
Neat, Accurate, and Complete Records
1. Each teacher shall be responsible for neat, accurate, and complete records kept in accordance with State Laws and Board Policies.
2. Each teacher shall be responsible for the submission of timely, neat, accurate and complete records and/or reports to the campus administration as required by the campus administrators.

No Pass/No Play
A teacher shall issue every three (3) weeks a progress report to each student who is subject to the No Pass/No Play regulation. The office of the APO shall issue a “Notice of Ineligibility” to each student who has a progress report or term grade of below 60%, or has not met all the requirements for eligibility. Guidelines for the Notice of Ineligibility follow.

1. The regular grading interval for determining eligibility shall be every three (3) weeks, using the normal District three (3) week progress and term grade reporting system.
2. All coaches and sponsors of students covered under the No Pass/No Play regulation, or participating in other associated competitions representing the PXU or one of its schools, shall report all of those students to the APO’s office and the teachers of a campus via a “zz email” of their student rosters at the beginning of each season. This list shall be updated and maintained as the season progress.
3. Following the three (3) week eligibility grading period, the office of the APO shall generate a student information system group grade report for all students’ subject to the No Pass/No Play regulation by Monday of that week. Students with a percentage grade if less than 60% in any course will be ineligible for a minimum of the week following the determination of ineligibility and for each remaining week until the requirements of eligibility are met. When the three (3) week grading period ends on Terms 1 or 3 grading day, the one week ineligibility period will be the Fall or Spring Break period, if the grading period ends on the semester grading day, the period of ineligibility shall be for the full Winter Break with student automatically returned to eligibility on the first day of the new semester. For the purposes of eligibility, a week shall be Monday through Saturday of each week.
4. Any teacher choosing to enter comments only on any three (3) week progress report must officially notify the APO’s office in writing of a student’s ineligibility by the normal time that
progress reports are due on that day. If there is no affirmative action on the part of the teacher to show ineligibility, the student shall be deemed eligible for that grading.

5. The office of the APO shall generate a Notice of Ineligibility for all students not meeting all requirements of eligibility. This notice will be sent to the parent and the coach by the Monday following each grading period week.

6. Once an ineligible student makes up the deficiency, following the minimum ineligibility period of one (1) week, the student will be eligible for the remainder of the three (3) week grading period. A conference may be held with the teacher, student and coach to discuss the deficiency and how the student can retain eligibility. At the discretion of the teacher of the class being failed, or the coach, the student may be required to participate in a tutoring or study program until a stable passing grade is established.

7. The deficiency shall be determined as made up by verification that the grade in the course(s) has reached the 60% level or higher.

8. Students subject to the No Pass/No Play regulation in grades 9 through 11 must be enrolled in six (6) courses and those in Grade 12 be enrolled in five (5) courses to maintain eligibility.

9. On the day of any event, the student must be in attendance for two-thirds of that school day.

10. No student can be eligible while subject to suspension.

11. Each teacher shall be given a copy of the PXU Governing Board policy regarding No Pass/No Play as well as these guidelines.

Service to Students

1. Each teacher will be available for conferences and student make-up work.

2. A teacher will notify the parents/guardians and/or the student’s counselor about inappropriate classroom behavior. The teacher may request a conference with the parents/guardians and/or student and may request the presence of an administrator.

3. Each teacher shall attempt to notify parents/guardians either by phone call or electronic mail when a student’s accrued absences endanger his/her ability to continue in or pass the course and produce documentation of such if requested.

4. Each teacher of a senior failing or in danger of failing the final academic term shall make a minimum of two (2) attempts to contact the parent(s) either in a conference or by telephone prior to the final three weeks of the final grading term of the year. The teacher is encouraged to make at least one attempt to contact the parent(s) outside the normal school day. All such attempts will be documented. If no contact can be made, the appropriate administrator will be notified immediately.

Work Assignments

1. Each teacher will attend all scheduled faculty and department meetings as well as Open House unless other arrangements have been specifically made with the campus administration.

2. Each teacher will carry out his/her responsibilities as assigned by the campus administration in preparation for and during AdvancedED accreditation evaluations.

3. As professionals who set examples for their students, teachers are expected to conform to the commonly accepted standards of the community.

4. Each teacher may make home visits as appropriate for the welfare of his/her students. A teacher who may have occasion, as part of his/her working assignment, to visit the home of a student shall enter the home only if during the entire visit there is present in the home at least one other adult to whom the student is responsible. Moreover, if the teacher judges that his/her safety is threatened, the teacher shall not enter the home, but shall, upon returning to the home campus or office, report the situation to his/her supervisor.

5. All teachers in a department on a campus shall attend departmental meetings called by the Instructional Leader unless excused by the principal/designee. An agenda shall be distributed prior to such departmental meetings. The Instructional Leader shall notify the principal of attendance.
Professional Growth Information
Feedback for expressed purpose of individual professional and/or personal growth shall be collected from the professional’s primary client base (i.e., students for teachers/Counselors, teachers for Unit Administrators/Supervisors, and Unit Administrators, Instructional Leaders and teachers/Counselors for District personnel). Results shall remain confidential and not be used for evaluation purposes. All forms shall be duplicated and distributed by the unit administrator five (5) to seven (7) weeks before the end of first semester for one semester courses and five (5) to seven (7) weeks before the second semester for two semester courses.

Instructional Delivery System
The teaching techniques and strategies employed in the classroom will be designed to meet stated course goals and outcomes. Each teacher will use professional discretion to select those techniques and strategies that best meet the needs of students.

Goals/Objectives
Each department must review the three segments below bi-annually and submit the results, including any revisions, to the principal/designee with a copy to the Chief Academic Officer:

1. Goals for the department
2. Objectives for programs or courses;
3. Performance objectives stated in behavioral terms for each course.

Course Expectations Statements for Students
A Plan for Success in ______________________________________
(Insert name of course)
Each teacher will prepare and distribute to all students in his/her classes, a planned course statement which shall contain the following information:

1. Course Description: A brief summary of what the student will learn in the course. Mention shall be made of how the course will benefit the student.
2. Materials Required: An outline of the books and other materials required to succeed in the course.
3. Grading System: Detailed information on how student’s work and class participation will enhance his/her grade. Information given here may include: the grading scale and the impact of test grades, homework, class participation, supplemental work, etc. on the student’s grade.
4. Make-up Policy: Information on how a student may make up work missed as a result of absence. Included here may be a reminder of the KKIS period and any other special resources available to students to assist in making up work.
5. Attendance: Emphasis on the positive relationship between daily attendance and student success. The District policy regarding school absences shall be incorporated into this section.

Note: Teachers shall use the current course descriptions, course goals/objectives, student activities, and minimal expectations from the Governing Board-approved course descriptions in creating their course expectation statements. However, since that information is sometimes misunderstood by students, teachers are encouraged to simplify the information, using a format which will be easily understood by students.

Teachers Assigned to Two Campuses
Teachers who are assigned to two campuses are not required to accept responsibility for class or club sponsorship on either campus and will attend department and faculty meetings only at the school where they have their last assignment of the day. They may arrange for student conferences by appointment rather than have regular office hours.
Use of Preparation Period
During their preparation period, teachers shall have no other assignment except in an emergency situation or during District and State mandated testing. The preparation period shall not be used for office hours except in unusual cases.

KKIS
A period designated KKIS (Keep Kids in School) will be implemented on each campus to address the individual academic and personal needs of students, especially those deemed “at risk.” The individual campuses shall design their KKIS period to best serve their unique population and instructional program, but will have as their goal the improvement of student attendance and achievement and the reduction of the student failure and dropout rates. General Guidelines for Implementation

1. The Campus Committee shall be involved in the planning of the individual campus program for “Keeping Kids in School.” The Campus Committee will establish a primary focus for the school’s KKIS program for the year which could include but not be limited to: KKIS activities will include but not be limited to:
   - Student/teacher conferences
   - Tutoring/homework assistance/classwork make-up
   - Parent contacts/conferences
   - Class, club and department meetings
   - Mentoring of students
   - Professional Learning Communities (PLC) time will in no way be construed to undermine the original intent of the KKIS program and vice versa

Though the Campus Committee will establish a primary focus for KKIS, specific activities and student participation will be at the direction of the teacher.

2. The Campus Committee will periodically survey the regarding suggested changes in the KKIS program. Any suggested changes which could directly affect Agreement language should be considered through the negotiations process.

3. KKIS is generally not a period, but rather a program. Placement of KKIS period within the instructional day may be determined by the individual Campus Committee. Should KKIS be a designated period, special/assembly schedules may eliminate this time-block for the day.

If KKIS is a designated period at a campus, it will be shown as a part of each student’s class schedule and students may be required to attend KKIS.

Student participation as required by teachers (conferences, tutoring, make-up work, etc.) takes precedence over extracurricular activities. Bus schedules will be designed so as not to interfere with the KKIS period.

4. As the KKIS program is a responsibility of every certificated staff member, every teacher will determine which activities he/she will perform to “Keep Kids in School” and shall document 44 hours of such per semester. Activities pertaining to a sustained silent reading (SSR) program may account for up to one-half of the 44 required hours.

Covering Classes During Preparation Period
1. Emergencies may arise making it necessary for the principal/designee to assign a teacher to cover a class during his/her preparation period. The teacher shall be relieved from such duty at the earliest possible time. Each emergency may be reported to the CTA campus representative and the principal by the teacher who was assigned to cover the class.

2. In emergency situations, teachers may be requested by the principal to assist in campus supervision activities without additional pay during periods when the teacher has no teaching assignment. These requests may be reviewed later by the Campus Committee.
Failure to Perform Duties
The teacher will be subject to disciplinary action for infractions or failure to perform the duties and responsibilities outlined in these educational policies.

Care, Supervision, and Protection of Property
Each employee is expected to use, care for, protect and supervise (when appropriate) school property. School property is defined as all supplies, equipment, land or buildings which are owned, leased or in the possession of the District. Abuse of school property occurs when the purpose for which the property is designed is either deliberately or negligently ignored by the school employee, and which results, whether immediately or eventually, in damage to the property, or in extra wear on the property. Misuse occurs when a school employee uses property which the employee has no authority to use, either on or off District premises, or when an employee fails to follow those directions, safety precautions, etc., which a prudent individual would normally follow when using the property.

The District agrees to keep schools and other facilities reasonably maintained and properly furnished with instructional materials and equipment. Equipment shall include access to a desk in each classroom for teachers, adequate storage space for instructional materials, locked space for personal effects and some technological means of summoning outside assistance in case of emergency. Provisions will be made for teachers who travel or share rooms to ensure that they have access to adequate workspace and a locked space for materials and personal effects during every period of the day.

The District shall provide separate, monitored parking areas or parking lots, out of the student traffic/flow patterns, for teachers on each campus.

Each Campus Committee shall develop a plan to provide for security from damage and theft. This plan shall be coordinated with campus administration and integrated into the campus renovations timelines.

The District shall also make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for staff use, and at least one room, appropriately furnished, which shall be reserved for use as a staff workroom.

The District agrees to make available in each school or building adequate technology and copying machinery, equipment and supplies.

Security and Care of Equipment
Each teacher shall be responsible for the security and care of equipment and materials assigned to him/her. When the room and/or equipment must have shared use, the responsibility must be shared accordingly. District procedures for inventory shall be followed.

Security of Keys
1. Each teacher shall be responsible for the security of any keys issued to him/her as an employee of the District.
2. Keys shall be duplicated only by District locksmiths. If an employee loses his/her key(s) through negligence for a second time during a school year, s/he shall be subject to a disciplinary action and may be required to share the cost resulting from such a loss.

Compliance with Rules, Procedures, Policies, and Regulations
Each employee is expected to comply with those rules, regulations, procedures, policies, and statutes which apply to the respective assignment. Furthermore, it is the employee’s responsibility to learn during the Non-Continuance period of employment those existing rules, Regulations, Procedures, Policies and statutes which apply to the respective assignment.
Materials for Guest Teachers and Guest Teacher Assignments

1. When a regular teacher is absent, it is his/her responsibility to have available to the guest teacher lesson plans and other materials necessary to conduct the activities of the day.

2. The regular teachers shall have available lesson plans, seating chart where permanent seats are assigned, grade book, and other records and materials in such condition that the guest teacher will have every possible aid in his/her work.

3. In the absence of a classroom teacher, every reasonable effort shall be made to fill the vacancy with a qualified guest teacher.

4. When the regularly assigned teacher cannot meet his/her classes, it is essential to the educational welfare of the students that the vacancy be filled in the most expeditious manner possible.

5. Should the teacher fail to notify the principal’s office prior to the end of his/her last teaching period, that s/he will return to work the following day, the guest teacher will be retained. If such notification is not made and the guest teacher and the teacher both appear for work the following day, both teacher and the guest teacher will work that day.

In such case, unless the guest teacher is needed as a guest teacher in another class, the regular teacher will forfeit an amount of his/her daily pay equal to the guest teacher’s pay. The guest teacher will then be used in some appropriate manner.

6. Teachers who arrange for another teacher to cover a class for one period or more during a school day must obtain written approval from the principal/designee prior to leaving his/her assignment.

Faculty Meetings
The principal shall schedule a minimum of one faculty meeting per month. The day on which the faculty meeting is scheduled may be shortened. The meeting shall not exceed the duration of the professional work day. Faculty attendance for the full duration of the meeting shall be expected, unless excused through prior principal approval. The meeting may be canceled through the mutual concurrence of the principal/unit supervisor, and the CTA campus representative.

Faculty Meeting Agenda
The faculty meeting agendas shall be determined by the principal and the CTA campus representative and appropriately posted at least 24 hours in advance.

District-Wide Meetings
Teachers may be required to attend scheduled District-wide meetings as needed. These will include any work days or portions thereof set aside for in-service workshops, conferences, and programs for all or part of the instructional staff. The purpose for such District-wide meetings will be presented at a meeting of the CTA Executive Board by the Superintendent. Prior to the scheduling of the District-wide meetings, an agenda shall be developed jointly by teacher and administrator representatives and disseminated to the staff.

Meetings/In-Service at Start of School Year
Up to two full days may be scheduled for District, unit, and department meetings during the four days of teacher preparation time at the beginning of the school year. The equivalent of two full days will be reserved for individual teacher preparation.

In-service Orientation Sessions
1. Teachers accepting new positions in an experimental or innovative program during the school year may be requested to attend additional in-service orientation sessions.

2. Probationary teachers may be required to attend orientation and in-service training programs during the school day.
Line of Authority for JROTC Instructors
The Senior Army Instructor (SAI) is responsible to the Principal in matters relating to the school and its property and facilities and are expected to attend appropriate staff and faculty meetings. In matters pertaining to the JROTC program, U.S. Government property, U.S. Army Regulations, and any other areas relating thereto, the SAI is responsible to the Director of Army Instruction (DAI). Since the DAI is responsible for the total management of the program, he/she must be kept fully informed in a timely manner of problems and recommended solutions. The Army Instructors (AI’s) are responsible to the S.A.I. at the school to which they are assigned.

Line of Authority for Athletic Trainers
The Principal will be the immediate supervisor of the Athletic Trainer who will also be responsible to the campus and District Athletic Directors. The Athletic Trainers will meet regularly as a group with the District Athletic Director but the group will not be considered a department and will have no designated Instructional Leader.

Line of Authority for Nurses
Nurses are responsible to the principal/designee in matters relating to the school and may be invited to attend staff meetings. In matters pertaining to medicine and areas relating thereto, nurses may consult a medical advisor.

Substitutes for School Nurses
In the event that a school nurse is absent, an attempt will be made to hire a Registered Nurse as a substitute.

Screening Test
When screening tests (eyes, ears, etc.) are being performed, qualified assistance will be provided to the school nurses as deemed necessary.

Compliance with Moral and Ethical Standards
Code of Ethics
Each employee is expected to comply with the moral and ethical standards of the District, the community, and the educational profession. The Governing Board and the CTA recognize that the individual teacher should abide by the Code of Ethics of the Education Profession.

Reporting Breaches of Professional Behavior
Alleged breaches of professional behavior shall be promptly reported to the offending teacher and to the CTA. The CTA shall use every reasonable effort to correct breaches of professional behavior by any teacher. When a breach of professional behavior has been established, the principal shall take appropriate action. JROTC Instructors are also governed by U.S. Army Regulations and directives pertinent to continuing employment or termination.

Conflict of Interest
Use of Official Positions
District employees shall not use their official positions to secure any valuable thing or benefit to themselves that would not ordinarily accrue to them in the performance of their official duties. Employees are to use good judgment in order to avoid the appearance of wrongdoing or any action that might reasonably be expected to lead to public embarrassment to the employee or to the District.

Financial Interest
Employees who have a financial interest in a private business or who are employed by a private business will not use any District facilities, equipment, property, supplies, or labor in any way which can be construed as supporting the private business activity of the employee. Similarly, employees will not use
their positions in the District or school District time to solicit private business. Employees engaged in a private business will not use their position to require work to be performed by students for the support of the private business.

**Solicitation**
District employees shall not use their positions or status in the school District to solicit, directly or indirectly, business of any kind, nor to purchase supplies or equipment at special discounts, or upon special concessions, for personal use from any person or firm which sells or solicits sales to the school District. Similarly, District employees shall not accept or convert to their personal use, products of any kind obtained in the course of inspection of such products or the facilities of the owner.

**Travel and Entertainment**
District employees shall not accept travel or entertainment at the expense of an individual, firm, or corporation outside the school District, except when such travel or entertainment can be justified as essential to the performance of official duties. In such cases, the travel or entertainment should only be accepted with the knowledge and approval of the employee’s immediate supervisor.

**Endorsement of Products and Services**
School District employees shall not issue or authorize the release for public distribution endorsement of products or services if such endorsement may be construed to represent an official endorsement of products or services by the Phoenix Union High School District. If there is any question concerning the appropriateness of an endorsement, the immediate supervisor should be consulted.

This Regulation does not prohibit school District employees who have established a personal professional reputation outside the school District, such as authors, engineers, etc., from releasing or issuing personal endorsements or testimonials. In such cases, it may be appropriate that a biography indicate current employment with the school District. However, such employment is considered to be coincidental; therefore, any personal endorsements should clearly indicate that they do not necessarily represent the views of the Phoenix Union High School District. In no case should a personal endorsement be released on school District stationery or in any other manner which would indicate endorsement by the school District.

Nothing in this regulation is intended to inhibit the free, informal exchange of information between school District employees or with employees of other school districts seeking advice on the acceptability of specific products or services.

**Gifts**
District employees shall not accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded, a gift, rebate, or otherwise, any money or anything of value, or any promise or obligation for future reward or compensation.

**Gifts to Teachers and Administrators**
Gifts to teachers and administrators from individual students will not be permitted. However, nominal gifts to teachers and administrators who are club or activity sponsors will be permitted through utilization of the group/club activity account.

**Gifts to Individual Students**
Gifts of more than nominal value from individual teachers or administrators to individual students who are enrolled in the high school at which the teacher or administrator is employed will not be permitted.
Disclosure of Information
District employees shall not use information available to them solely because of their position for personal profit, gain or advantage.

District employees shall not provide estimating services or information not available to all prospective bidders, to any person or firm bidding on, or who may reasonably be expected to bid on, a contract with the school District.

District employees shall not provide confidential information to persons to whom the release of such information has not been authorized.

District employees shall not provide, or use, the names of persons from records of the school District for a mailing list.

Ownership of Materials
Staff members under contract to the District may, in carrying out their professional responsibilities, develop educational materials for use in the school program. Such educational material developed by staff members as part of regular employment are the property of the District. Educational materials created during the time when staff members are not fulfilling contractual duties to the District are the property of the staff member.
MEMOS OF AGREEMENT
Memo of Agreement,  
Effective 2015-2016 School Year  

Exemption for Professional Development Specialist (PDS)

All Professional Development Specialist language will be reviewed, revised, and placed under the Teacher on Assignment (TOA) language PROC 3-11, A-G.

Therefore, Professional Development Specialists (PDS) whose three (3) year term expires during the 2015-2016 school year will be exempt from the requirement to reapply for their position for one year while the aforementioned language is under review and possible revision during the 2015-2016 IBN process.

Signed:

Jose Arenas  
Assistant Superintendent for HR

Dr. Zachary Muñoz  
AdA Representative

Paul Lowes  
CTA Representative

Tom Oviatt  
CEA Representative
Purpose Statement: The purpose of concept recovery is to provide additional time for students to demonstrate mastery of key concepts and skills. As a District we recognize that, for some students, learning may require additional time. By providing this summer opportunity, we believe that students will be able to practice concepts, receive more individualized support from highly effective teachers and accumulate credits towards graduation in a timely manner.

Student criteria to be recommended for concept recovery:
- End of Semester Grade must fall between 45%-59.9%
- Student must have less than 20 absences (Excused and Unexcused)
- If the end of Semester CRT was taken, the student's score must be higher than 40%
- Student must be currently enrolled as a freshman or sophomore level student
- Teacher Recommendation

Structure of PUHSD Concept Recovery:
- The only courses that will offer concept recovery from Title I funds are: Algebra 1-2, Geometry 1-2, English 1-2 and English 3-4.
- One English and one Math teacher will be selected for concept recovery for each comprehensive campus. Small school needs will be addressed on a case by case basis.
- Teachers who are selected for Concept Recovery must do so at their current campus
  - This is due to Synergy and D2SC constraints
- Teachers will be compensated for 5 hours at their daily rate of pay.
- Concept Recovery sessions will run the last two hours of the AM session and the first two hours of the PM session.
  - This is based on the current year summer school schedule
  - Lunch for teachers will be between the AM and PM session and teachers will be compensated for an hour of preparation time.
  - The schedule for the concept recovery teacher will be determined in conjunction with the summer school administrator and communicated in writing to Ms. Bernero so that payroll/sign in sheets are properly completed.
- When possible the Concept Recovery sessions will be “pure” sections.
  - For example, AM concept recovery Freshman English, PM Concept Recovery Sophomore English. Enrollment and need will be determining factors for how the concept recovery sessions are structured.
- A SPED teacher will be assigned to the Concept Recovery for one hour in the AM session and one hour in the PM session to provide support to SPED students with the identified need per their IEP.
- Student to teacher ratio will be 32:1 for Concept Recovery.
- Curriculum teams will develop the lessons/activities/assessments for the Concept Recovery experience. Teachers will use the concept recovery materials district wide to ensure equity of experience.
- Teachers who are selected for Concept Recovery will receive training in May on developed material and expectations of them and students during the experience.
Students who have completed the Concept Recovery experience will take the CRT on Thursday of the week they complete their experience.

As one student completes the Concept Recovery experience, another may enter to fill the vacant slot. The teacher, counselor and related support staff shall be responsible for monitoring the enrollment and contacting the students that slots have become available. The record of these efforts must be turned in to Ms. Bernero for review by the State if requested.

- Campuses may use their Title I parent involvement funds to support this effort. Registration staff, instructional assistants, student liaisons, parent liaisons, office assistants, etc., could be brought in for a few hours each week to help with this. It would not be a full time position.

Current teachers of record will receive a progress report from Synergy on the lessons/activities/assessments that the student completed for consideration in the overall grade of the student.

Current teachers of record will be responsible for completing a grade change on the student who completed the Concept Recovery experience. Communication about the student's final grade shall be the responsibility of the teacher of record and counselor.

In the event that the student has two CRT scores, the teacher of record shall use the higher score for the purposes of determining the final grade.

Students grades shall not be capped (ie: No grade higher than a "C") as a result of participating in the Concept Recovery experience. Once learning gaps have been identified, students will work to address the gaps and the Concept Recovery teacher will provide the teacher of record with all information about progress and mastery for consideration in the determination of the final grade.

Students who do not have a CRT score must take the Pre-Test for the appropriate course.

Either the end of course CRT or the pre-test will serve as formative data to determine where the learning gaps are for the student and drive what the learning activities and related assessments will be for the individual student.
Memo of Agreement, Effective 05/23/14 – 05/22/2015

Exemption for Teachers on Assignment (TOA’s)

Proc 3-11 paragraph G of the 2013-2014 Professional Agreement stipulates, “Teachers in the position of TOA shall serve in that position for a term of no longer than three (3) years. At the end of the term the position shall be advertised In-District. Teachers on Assignment may reapply for open TOA positions. The selection process for TOAs shall include teacher representatives as agreed upon by the CTA president and the Chief Academic Officer and/or designee.”

Teachers on Assignment whose three year term expires during the 14-2015 school year will be exempt from the requirement to reapply for their position for one year while the aforementioned language is under review and possible revision during the 2014-2015 IBN process.
Memo of Agreement, Compensation Proposal

May 20, 2014

The Other Compensation IBN Subcommittee agrees to continue work on the revision of the Certified Schedule A and F Language (Proc. 5) during fiscal year 2014/15.

- Based on the Interest Based Negotiation Team’s budget allocation and the direction of the Phoenix Union High School District Governing Board, the subcommittee has agreed to a Memo of Agreement to provide additional compensation to Student Based Enterprise (Marketing Store) Advisors, as identified by the Career & Technical Education (CTE) Supervisor, and AVID Coordinators as identified by the Curriculum Department Supervisor. A rubric will be developed by the Curriculum Division using National AVID standards to determine AVID compensation that will be shared at the beginning of the 2014-2015 school year.

The Other Compensation Subcommittee approves the following schedule F and Stipend compensation for addition to the Professional Agreement as follows:

**Student Based Enterprise (Marketing Store) Advisors** – A .07 Schedule F ($4,023.00) be paid to the 6 current SBE Store operators and added to Proc. 5 of the Professional Agreement. (Budget Allocation of $28,882.57 including taxes for the 6 Advisors)

**Avid Coordinators** - A Stipend Schedule of up to $1,500.00, be paid to up to 10 AVID Coordinators for the year. (Budget allocation of $17,948.40)

**Supervision Funds** – The remaining $3,169.03 of our allotted budget will be divided between our largest schools to fund additional supervision opportunities for the 2014-15 school year.

Signed:

Mr. Jose Arenas, Assistant Superintendent of Human Resources

Mr. Gabriel Trujillo, ADA President

Mr. Tom Oviatt CEA President

Mr. Paul Lowes, CTA President
MEMO OF AGREEMENT  
Effective 2017-2018 School Year

TEACHER REQUESTED TRANSFER (TRT) PROCESS

Campus and/or Area Transfer Process

A. Teachers will submit a request for a TRT by the last Monday in January to the Talent Division expressing an interest in transferring to a new campus or area. Talent Division will maintain a current TRT list for all posted vacancies.

B. Interviews and decisions for TRT selections will be completed by the Thursday a week prior to the District job fair in March. An updated list of all certified open jobs will be supplied to each campus and posted on the district webpage Monday before the March job fair. No in-district interviews may be done the week prior to the job fair in order to ensure an accurate list for the posting at the job fair. An exception to this may be made in emergency situations which would result in the applicant being unavailable for an earlier interview. Each teacher on the TRT List may withdraw his/her name at any time by notifying the principal/site administrator in writing prior to final selections being submitted to Talent Division.

C. In accordance with ARS 15-537-D, a teacher who continues to be designated in one of the two (2) lowest performance classifications shall not be permitted to transfer to another campus unless approved by the governing board. Additionally, a teacher who continues to be designated in one (1) of the two (2) lowest performance categories shall not be permitted to apply for a TOA position.

D. Voluntary transfers will not be permitted for any employee who has been disciplined within the last three (3) years for matters regarding inappropriate conduct involving students.

Signed:

Laura E. Telles  
Executive Director, Talent

Phillip Wooley  
AdA Representative

Resha Gentry-Ballance  
CTA Representative

Pam Orfield  
CEA Representative
MEMO OF AGREEMENT
Effective 2017-2018 School Year

PROCEDURES
RULES OF WORK
Proc. 10-4

December 21, 2017, marks the end of the first semester of the 2017-2018 school year. Per Proc. 10-4, this is traditionally a teacher grade prep/planning day. Per this MOA the last day of the semester shall be half final exam (Instructional), make-up, half grade prep and/or teacher planning day until the District calendar or Professional Agreement is amended. The group who composed this MOA will convene again after December 21, 2017, to reach a final agreement that meets the needs of PUHSD and its teachers.

Signed:

[Signatures]

Laura L. Telles
Executive Director, Talent

Philip Wooley
AdA Representative

Reba Gentry-Ballance
CTA Representative

Tom Oviant
CEA Representative
This is the final version of the MOA ratified on 8/16/18 by CTA:

**Memo of Agreement (to replace Proc. 10-2, item #4: the “8 hours language”)**

In the event that the need arises, faculty meetings outside of normal work hours may be called to deal with critical or unexpected campus/community issues or imperative testing training. These meetings may not exceed a total of four hours (approximately 1 hour per quarter), cannot be used for normal/typical school business, and should conclude by 4:30PM (or the equivalent of one hour after the normal professional workday). The campus Unit Chair(s) must be informed prior to the meeting being called.
BEREAVEMENT LEAVE—All employee groups Approved by IBN 2.5.18. Consensus was reached on addition of # 3 below by IBN on 4.23.18.

Bereavement Leave

1. In the event of the death of an immediate family member, each employee is entitled to up to five (5) days of paid bereavement leave per occurrence. This bereavement leave is in addition to the earned paid leave detailed in paragraph A and B of this section and must be approved by the Principal, Educational Unit Supervisor, Division Manager, or Director. Bereavement leave days do not accumulate or carry over from one fiscal year to the next.

   “Immediate family member” as used in this provision means:

   a. Regardless of age, a biological, adopted or foster child, a 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 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.

2. If additional days are needed for the bereavement leave, a request must be submitted to the Principal, Educational Unit Supervisor, Division Manager, or Director for his/her approval, identifying the number of days needed and the pertinent circumstances. This additional time would be charged against available leave.

3. An instance of miscarriage will be covered under medical leave for the affected employee. An instance of stillborn birth will be covered under the bereavement leave policy.

4. In addition to the above, travel time in connection with the bereavement leave, not to exceed five (5) school days in any one (1) year, may be charged against available leave. This applies only when the travel itself requires absence during regular work hours.
Early Retirement Program: **CONSENSUS reached 5/7/18-whole program**

This program provides for payment or reimbursement for specified health care costs until the retiree reaches Medicare eligibility or otherwise no longer qualifies for this benefit as stated herein and for guest teaching as detailed in this section. Application is made through the Talent Division. Once you have been determined eligible for this program, you are required to provide a yearly Attestation to the Talent division to maintain eligibility. This benefit expires on June 30th of the fiscal year that the ERP participant reaches the age of standard Medicare eligibility.

In the event that an ERP participant becomes Medicare eligible based on disability then the reimbursement will be based on the lowest out of pocket ASRS Medicare supplement plan. This benefit expires on June 30th of the fiscal year that the ERP participant reaches the age of standard Medicare eligibility.

A. An employee who elects to terminate employment after age 50 is eligible to participate in the Early Retirement Program (“ERP”) if he/she meets the following criteria:
   1. was hired prior to July 1, 2009; and
   2. has ten (10) consecutive years of full-time satisfactory service in the Phoenix Union High School District; and
   3. is not Medicare eligible; and is not of the age of standard Medicare eligibility
   4. terminated employment prior to June 30, 2011 and retires or qualifies for long term disability with ASRS within 12 months of separation; or
   5. terminates employment after June 30, 2011, and has 15 years or more of continuous satisfactory district employment as of June 30, 2010 and retires or qualifies for long term disability with ASRS within 12 months of separation.

B. Subject to Section A(3) above, qualifying employees may participate in the ERP for a period of time not to exceed his/her years of full-time service with the District.

**C. Early retirees that qualify as teachers may serve as a guest teacher during the school year at a daily rate of $112.50 for each day of service. If a teaching assignment exceeds 20 consecutive teaching days, the rate for all days taught, including the first 20 days, shall be $200 per day.**

D. If the District determines, through the negotiations process, that early retirees must be covered by a health insurance plan other than the one which insures active employees, the following provisions apply:
   1. Early retirees who entered the ERP prior to July 1, 2003, and who also are receiving benefits through ASRS, will have two options: (a) moving to the Arizona State Retirement System
(ASRS) plan with the District paying the premium of the lowest cost plan (regardless of where the retiree resides) minus the ASRS subsidy, or receiving reimbursement of $625.00 per month for health insurance (whichever is greater); or (b) staying on the District’s plan with the retiree paying the difference between the cost of the District plan retiree rate and the lowest cost ASRS plan.

2. Early retirees who entered the ERP on or after July 1, 2003, who are receiving benefits through ASRS, and who also currently receive or are eligible for the District to pay reimbursement of the premium of the lowest cost ASRS plan (without adjustment for where the retiree lives) minus the ASRS subsidy, will either continue to have the District pay reimbursement of the lowest cost ASRS premium minus the ASRS subsidy or alternatively will receive a reimbursement of $625.00 per month for health insurance, whichever is greater. Once ERP participant qualifies for Medicare, the District will reimburse the cost of the lowest cost ASRS Medicare supplement plan less the ASRS subsidy. ANY EMPLOYEE WHO HAS OPTED OUT OR OPTS OUT OF THE ERP IN THE FUTURE, CANNOT RE-ENTER THE ERP.

3. Early retirees who entered the ERP but did not retire with ASRS, and who are not eligible for subsidized medical coverage through another employer, will have the option of staying on the District plan with the retiree paying the difference between the cost of the District plan retiree rate and the lowest cost ASRS plan or receiving reimbursement of $625.00 per month for health insurance (whichever is greater). After the early retiree enters state retirement, those who entered early retirement before July 1, 2003, will be subject to the provisions of paragraph 1 above. Those who enter early retirement after July 1, 2003, will be subject to paragraph 2 above.

4. Early retirees who took early retirement prior to July 1, 2003, and who reside out of state, will pay the same amount toward their coverage as a pre July 1, 2003, early retiree who resides in-state and chose to stay on the District plan. The District would pay any remaining premium cost, not to exceed $625.00.

5. Qualifying employees who elect to participate in the ERP previous to July 1, 2019, and who are not otherwise eligible for subsidized health insurance through another employer, will receive a reimbursement of the premium amount of the lowest cost ASRS Plan minus the ASRS Subsidy or $625.00 per month, whichever is greater for health insurance care costs until the employee reaches Medicare eligibility or until the employee no longer qualifies for the benefit under the terms of the ERP.

6. Early retirees who took early retirement prior to July 1, 2003, that drop or opt out of the District health plan cannot return to coverage under the District plan. Subject to the terms and conditions of the ERP, the retiree will remain eligible to receive the other benefit(s) for which he or she qualifies.

E. An employee who does not qualify under Section A above is eligible for the modified ERP benefit(s) described below if he or she elects to terminate employment after age 50, and the following criteria are met:

1. was hired prior to July 1, 2009; and
DRAFT 5.1.18

2. has ten (10) consecutive years of full-time satisfactory service in the Phoenix Union School District; and

3. had less than fifteen (15) years of district service as of June 30, 2010; and

4. terminates employment after June 30, 2011, and

5. is not Medicare eligible; and is not of the age of standard Medicare eligibility, and

6. retires or qualifies for long term disability with ASRS within 12 months of separation.

7. agrees to the conditions set forth in Paragraphs B and C above.

F. If the District determines, through the negotiations process, that early retirees qualifying under Section E above must be covered by a health insurance plan other than the one which insures active employees, the following provisions apply:

1. Qualifying employees who elect to participate in the modified ERP at a future date, will receive health insurance provided through Arizona State Retirement System and the District will pay either 75% of the premium of the lowest ASRS plan (without adjustment for where the retiree lives), or will provide a monthly reimbursement of $470.00 per month for health insurance (whichever is greater), until the employee reaches Medicare eligibility or otherwise fails to qualify under the modified ERP.

2. For early retirees that have already elected to participate in the modified ERP, health insurance will be provided through Arizona State Retirement System and the District will continue to pay either 75% of the premium of the lowest cost ASRS plan (without adjustment for where the retiree lives) minus the ASRS subsidy, or will provide a monthly reimbursement of $470.00 for health insurance, whichever is greater. In the event that the lowest cost plan increases above these amounts, the District would cover the lowest cost plan until the retiree is eligible for Medicare.

3. Early retirees who elected to participate in the modified ERP but did not retire with ASRS, and who are not eligible for subsidized medical coverage through another employer, will have the option of staying on the district plan with the retiree paying the difference between the cost of the district plan retiree rate and 75% of the lowest cost ASRS plan or receiving a monthly reimbursement of $470.00 for health insurance, whichever is greater. After the employee enters state retirement, they will be covered by paragraph F2 above.

4. Modified early retirees that drop or opt out of the district health plan cannot return to coverage under the district health plan. Subject to the terms and conditions of the modified ERP, the retiree will remain eligible to receive the other benefit(s) for which he or she qualifies.

G. When a retiree reaches standard Medicare eligibility due to age, the District will reimburse the retiree at a rate equal to the out of pocket cost of the lowest ASRS Medicare supplement plan or applicable percentage through the remainder of the fiscal year.

H. Notwithstanding any other provisions of this section, Beginning July 1, 2019:
1. The monthly premium reimbursement amount identified in Paragraph D of this section will be capped at "not to exceed" $700.00, and for the corresponding Medicare eligible participants for the balance of the fiscal year, the reimbursement amount will be capped at "not to exceed" $150.00.

2. The monthly premium reimbursement amount identified in Paragraph F of this section will be capped at "not to exceed" $525.00, and for the corresponding Medicare eligible participants for the balance of the fiscal year, the reimbursement amount will be capped at "not to exceed" $112.50.

I. An eligible employee choosing to participate in the ERP is assured of annual renewal until the end of the contract year in which he/she becomes Medicare eligible, or loses coverage pursuant to Section B above.

J. The Governing Board shall provide, at no cost to the qualifying retiree, unless already discontinued due to long-term leave of absence, group term life insurance as described in the master contract(s) between the district and the provider. Amount of coverage of $25,000 or an amount equal to annual salary, whichever is greater. This coverage will continue until the end of the contract year that the employee becomes Medicare eligible.

K. This agreement is subject to the applicable Laws and Regulations of the State of Arizona, the lawful Rules and Regulations of the Arizona State Board of Education, the applicable Laws and Regulations of the Arizona State Retirement System, and the Rules and Regulations of the Phoenix Union High School District.

L. Every employee that receives a reimbursement under the provisions of this program must provide the district with a sworn attestation on annual basis indicating that the reimbursement is being used for the purchase cost of health care insurance expenses.

M. The District reserves the right to terminate or modify the provisions of this program should it become necessary as a result of funding shortfalls. Employees who have not yet elected to participate in this program have no vested right to future participation and the District makes no representations or promises that this program will continue into the future.

Agreement reached for ratification/implementation May 7 2018
Guidelines for Newly Hired Teacher/Certified Staff for 2019-20 MOA

The following chart represents the salary placement for all newly hired Teacher/Certified Staff positions for the 2019-2020 school year. Placement of new hires will be made based on verified teaching experience as of the time of hire using the following criteria.

- 0-1 years Credited Experience: Step A
- 2-3 years Credited Experience: Step B
- 4 years Credited Experience: Step C
- 5 years Credited Experience: Step D
- 6 years Credited Experience: Step E
- 7 years Credited Experience: Step F
- 8 years Credited Experience: Step G
- 9 years Credited Experience: Step H
- 10 years Credited Experience: Step I
- 11 years Credited Experience: Step J
- 12 years Credited Experience: Step K

Critical Shortage/Hard to Fill Positions:
In the event that the Executive Director of Talent finds a certified position hard to fill due to critical shortage or salary placement that is not competitive, the Executive Director of Talent/designee shall communicate this need to the CTA President/designee. When agreement is made on the need due to Critical Shortage or Hard to Fill, the Executive Director of Talent/designee and CTA President or their designees will make a collaborative decision on the appropriate step on the new salary schedule to be granted to ensure proper staffing needs are met. This agreement will be memorialized in the form of a MOA with the ability to revise as needed based on current market/hiring needs.

This MOA is for the 2019-2020 School year;

Affirmed by the following IBN Stakeholder group Representatives on March 4, 2019

CTA: [Signature]

CEE: [Signature]

CEA: [Signature] 3-4-2019

AdA: [Signature]
This Memorandum of Agreement (MOA) is for the 2019-2020 school year and is intended to clarify language that was omitted from the Leave language MOA for the 2018-2019 school year and negotiated and ratified Leave language for the 2019-2020 school year. Employees who have hire dates for the 2018-2019 school year under the previous MOA will be grandfathered under existing language. Employees with a permanent hire date on or after July 1, 2019 shall have no vested rights to the provisions outlined in this MOA.

The intent of this MOA is to provide the Salary and Benefits Subcommittee and the Interest Based Negotiations (IBN) Team with an opportunity to continue to study, review data, and explore long-term implications for employees and the District relative to the benefits described below. It is the intent to finalize Leave Benefits for full implementation and it is anticipated that this language will be in place for the 2020-2021 school year, which will include employees with a permanent hire date on or after July 1, 2019.

For the Support Staff Professional Agreement:

In place of FRINGE BENEFITS

SECTION 16

C. PAYMENT FOR UNUSED LEAVE AND VACATION

1. Effective July 1, 1998, a Classified employee WITH A PERMANENT HIRE DATE ON OR BEFORE JUNE 30, 2019 with continuous satisfactory service at the time of retirement, resignation, termination, or death in service from the District shall receive (or his/her estate) a financial payment at the rate of 45% times the hourly rate of pay during the final year of employment for any unused Leave days. Unused Vacation days will be paid at 100% of the daily rate in accordance with Section 16, Paragraph H “Vacations.”

   a. Leave days shall be accumulative indefinitely for normal use

2. For Classified employees with a permanent hire date on or after July 1, 2019, an employee must have worked for the District for three or more years consecutively to be eligible to receive the payouts of unused Personal Leave or Vacation as stated below:

   - The unused paid Personal Leave accumulation eligible for payout at the time of retirement, resignation, termination, or death shall be capped (See table below). The unused Vacation days shall be capped for use and payout at 50 days for 12-month employees.
   - This Personal Leave accumulation cap shall be proportionately calculated for contracts of different periods other than 12 months full – time (i.e.: 100 days for 9 month full time employees).
   - Days are calculated as 8 hours a day or the equivalent number of hours as determined by the job description.
Personal Leave Accumulation Caps For Payout

12-month: 133 days  
10-month: 110 days

9.5-Month: 105 days  
9-Month: 100 days

- For unused paid Personal Leave, employees shall receive a financial payment at the rate of 45% times their current hourly rate of pay during the final year of employment.
- For unused Vacation days, employees shall be paid at 100% of their current hourly rate.
  - Personal Leave days will accumulate and be capped proportionate to the employees' annual contract number of days for normal use.

Personal Leave Bank Caps For Use

12-month: 260 days  
10-month: 229 days

9.5-Month: 214 days  
9-Month: 209 days

3. The payment for unused Leave/Vacation days will be made as follows:
   a. Payments of $5,000 or less will be made in a lump sum to the employee upon separation or according to one of the three options listed below in paragraph B.
   b. Payment of more than $5,000 shall be made into a 403(b) post-employment tax sheltered savings plan. The employee cannot elect to receive a cash payment. If an employee is under age 55 at the time of separation from the district and needs to withdraw funds from his/her post-employment 403(b) account within one month following separation, the district will deposit 2.35% into the employee’s account when notified by the 403(b) provider that the withdrawal at separation had occurred. (this amount is intended to make up for the penalty paid (10%) to the IRS less the 7.75% FICA benefit received)

4. An employee, who will be receiving $5,000 or less in Leave and Vacation pay and who notifies the District in writing of his/her intent to terminate employment by February 15 of the prior year, may be issued a final severance contract. Acceptance of benefits under this program constitutes acceptance and an irrevocable intent to retire/terminate employment. All accrued Leave days in excess of that earned during the final year of employment will be computed at 45% times the daily rate of pay. The employee may choose one of the following options:
   Option I
   a. Leave days payoff will be paid in one lump sum after the employee’s final date of employment.

   Option II
a. Leave days payout will be included in the contract issued for the last year of employment and will be paid according to the 20 or 26 pay period option chosen by the employee for his/her regular pay. The additional Leave day's payout amount shall not be included in the employee's daily rate of pay.

b. The Leave day's bank purchased under Option II will constitute total Leave days. If the employee should subsequently need to use sick days for which they were paid, the District may grant those days and dock at 100% of this/her daily rate of pay for each additional day of Leave days used.

Option III

a. Leave days payout will be paid in two equal lump sums; the first to be paid the last regular pay date in December of the employee's final year of employment and the second payment to be made after the employee's final date of employment.

b. An employee who chooses Options II or III is not eligible to participate in the medical Leave assistance program.

c. If the employee does not notify the District in writing by the February 15 deadline, Leave days payouts will be paid according to Option I.

H. VACATIONS

1. Permanent employees under contract on a 12-month assignment who are eligible to receive benefits shall accrue paid Vacation as follows:

<table>
<thead>
<tr>
<th>Service Credit</th>
<th>Days Earned Per Four Weeks</th>
<th>Days/Hours Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>One through three continuous years</td>
<td>0.77</td>
<td>10/80</td>
</tr>
<tr>
<td>Four through eight continuous years</td>
<td>1.15</td>
<td>15/120</td>
</tr>
<tr>
<td>Nine continuous years or more</td>
<td>1.77</td>
<td>23/184</td>
</tr>
</tbody>
</table>

2. Based on the chart referenced in H1, employees may accrue Vacation each pay period and use or bank Vacation time up to the established caps based on permanent hire date.

3. Vacations may be taken for any reason. Employees do not have to give a reason for the Vacation request. However, requests must be submitted using the District's appropriate time-reporting system. Responses indicating either approval or disapproval will be returned to the employee promptly. If the employee has not been advised in writing of the approval or denial prior to the starting time of the Vacation, it will be considered approved. Employees may submit request for Vacations utilizing the time frame shown below:

   i. 1 or 2 days Vacation notification at least 2 work days prior
   ii. 3 or 4 days Vacation at least 4 work days notification
   iii. 5 days or more taken consecutively at least 5 work days notice
4. These are recommended guidelines and are to be utilized unless a shorter notice is accepted by the administrator or deemed an emergency.

5. Based on the needs of the District, the Primary Administrator (Evaluator) may identify certain time periods during which employees may not take Vacation. However, the department supervisor may not restrict more than 20 days in a school year. Notification of the restricted days must be provided to the employee in writing by July 1 of each school year. Extenuating circumstances can cause a change then the alternate days will be provided as soon as known. Copies of the restricted days must be sent to the Talent Division and the President of CEA.

6. Employees whose work year is less than 12 months receive no paid Vacation. Twelve-month employees initially beginning work prior to January 1 will receive a prorated Vacation at the end of that fiscal year and will be given credit for 1 year’s service in computing his/her service time for his/her Vacation. Employees initially beginning work after January 1 will receive a prorated Vacation at the end of that fiscal year, but will not receive a year’s service credit. The fiscal year is July 1 through June 30.

7. When the Vacation period of an employee includes a paid holiday, an additional day’s Vacation will be granted with pay, in lieu of the holiday.

8. When an employee, whose work year is less than 12 months, is changed to a 12-month position on a permanent basis, the first Vacation amount will be prorated from the date of that employee’s regular starting date of that school year through June 30, at the applicable accrual rate based upon number of continuous years of service credit as defined in Paragraph 1 above, and as determined by seniority in accordance with Section 23.

9. When an employee, whose work year is 12 months, is changed to a less than a 12-month position on a permanent basis, the Vacation due to that employee will be prorated from the beginning date of the 12-month contract through the date the employee assumes the less than 12-month position at the applicable accrual rate based upon the number of continuous years of service credit as defined in Paragraph 1 above, and as determined by seniority in accordance with Section 23.

10. When this occurs, the employee will receive payment for the accrued unused Vacation at the end of the contract year in which the change in length of work year occurred. The Vacation may not be held to be taken during the next year.

11. When an employee, whose work year is less than 12 months, is changed to a 12-month position on an acting basis, Vacation will be prorated from the date the employee assumed the acting assignment through June 30 of that year at the applicable accrual rate, based upon number of continuous years of service credit as defined in Paragraph 1 of this section. If the employee does not remain in the acting assignment through June 30, no Vacation will be earned.
12. Employees in a probationary status, who terminate voluntarily or involuntarily, are not eligible to receive accrued Vacation at time of termination.

13. Based on permanent hire date with the District, unused Vacation days will be paid at 100% of the employee’s current hourly rate in accordance with section 16 C. In order to be eligible to receive this benefit related to unused Personal Leave or Vacation, employees who have a permanent hire date on or after July 1, 2019 must work for three or more consecutive years.

14. For some 12-month positions, which are funded from non-local fund budgets, there is no guarantee of continuous non-local funding from one year to the next. For employees in these positions it is mandatory that the earned Vacation be taken during the non-local funded grant’s fiscal year.

15. Employees who have exhausted all Leave days have the option to have time lost due to illness charged to Vacation by providing a doctor’s statement if the administrative supervisor so requests.

16. All Vacation earned between July 1 and June 30 of each year must be used prior to June 30 of the following fiscal year, except that all 12-month employees:
   i. Are encouraged to use Vacation time earned between July 1 and June 30 each year.
   ii. An employee whose hire date is on or before June 30, 2019 who does not use all earned Vacation time for the current fiscal year may bank up to half of their accrued Vacation days annually not to exceed one hundred sixteen (116) days in their Vacation Bank.
   iii. An employee whose permanent hire date is on or after July 1, 2019 who does not use all earned Vacation time for the current fiscal year may bank up to half of their accrued Vacation days annually not to exceed fifty (50) days in their Vacation Bank.
   iv. If, after banking unused Vacation time at the end of the fiscal year as outlined in ii or iii above, 12-month employees may transfer unused Vacation not to exceed twelve (12) days annually in to their Personal Leave bank. Days transferred in to Vacation bank or Personal Leave bank will be rounded up to the whole day not to exceed the limits as stated for Leave earned during the current fiscal year or up to established limits for each bank.
   v. The District will automatically place employees’ unused Vacation days in the Vacation bank first using language stated in “Section 16 C PAYMENT FOR UNUSED LEAVE AND VACATION” #1 and #2 and then in the employees’ Personal Leave bank not to exceed the caps stated above. Caps for use for employees with a permanent hire date on or after July 1, 2019:
Personal Leave Bank Caps For Use

<table>
<thead>
<tr>
<th></th>
<th>12 month:</th>
<th>9.5 Month:</th>
<th>10 month:</th>
<th>9 Month:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>260 days</td>
<td>214 days</td>
<td>229 days</td>
<td>209 days</td>
</tr>
</tbody>
</table>

Vacation Earned and Eligible to Be Banked Based on Service Credit

<table>
<thead>
<tr>
<th>Service Credit</th>
<th>Days Earned Per Four Weeks</th>
<th>Days/Hours Per Year</th>
<th>Maximum Days Carried Over if Unused</th>
</tr>
</thead>
<tbody>
<tr>
<td>One through three continuous years</td>
<td>0.77</td>
<td>10/80</td>
<td>5</td>
</tr>
<tr>
<td>Four through eight continuous years</td>
<td>1.15</td>
<td>15/120</td>
<td>8</td>
</tr>
<tr>
<td>Nine continuous years or more</td>
<td>1.77</td>
<td>23/184</td>
<td>12</td>
</tr>
</tbody>
</table>

vi. When an employee has reached the caps as stated above for Personal Leave and Vacation banks, the employee will not continue to accrue time. When an employee uses Personal Leave or Vacation time that causes the bank to drop below the established caps, the employee will begin to accrue time until the cap is reached again.

vii. Because the 2018-2019 MOA lacked clarity on the existing cap for rolling of Vacation and Personal Leave annually, support staff hired on or before June 30, 2019, the two actions detailed below were taken. These were one-time exceptions made for Vacation Accrued during the 2017-2018 and 2018-2019 school years and will not constitute past practice nor standard practice moving forward. Beginning in the 2019-2020 school year, the benefits to Leave language as outlined in this MOA will become standard practice.

2017-2018: The District converted Vacation Leave previously kept in banks called “Accruing Vacation”, “Accrued Vacation” and “Vacation Bank” in to a single Vacation Bank. For the previously existing bank called “Accrued Vacation” the cap of no more than ½ of Vacation leave rolling in to the “Vacation Bank” was applied. Any Vacation Leave in the “Accruing Vacation” bank was transferred in full based on the rate at which the employee was accruing to the Vacation Bank. Personal Leave rolled in full.

2018-2019: Any employee who did not use Vacation earned for the 2018-2019 school year will have the balance of unused Vacation added to their Vacation Bank.
ADMINISTRATOR HANDBOOK

IX. PAYMENT FOR UNUSED LEAVE AND VACATION

A. An administrator with continuous satisfactory service at the time of termination, resignation, retirement from the District, or death in service (or his/her estate) shall receive a financial payment equivalent to the negotiated rate (currently 45%) of the accumulated unused paid Leave times the duty rate of pay during the final year of employment. Unused Vacation days shall be paid to the administrator at 100% of daily rate of pay. Also, unused Vacation days will be paid to an administrator at 100% of, daily rate in case of:

1. RIF without recall and
2. Change in work year to less than 12 months.

B. An employee who notifies the District in writing of his/her intent to terminate employment by February 15 of the year prior, may be issued a severance contract, which shall be binding upon the employee, written according to the following provisions. All accrued sick Leave in excess of that earned during the final year of employment will be computed at 45% times the duty rate of pay. The employee may choose one of the following options:

1. Option I: Sick Leave payoff will be paid in one lump sum after the employee’s final termination date.
2. Option II: i. Sick Leave payoff will be included in the contract issued for the final year of employment and will be paid according to the 20 or 26 pay period option chosen by the employee for his/her regular pay. The sick Leave payoff amount shall not be included in the employee’s daily rate of pay. ii. The sick Leave bank purchased under Option II will be considered remunerated in full. If the employee should subsequently need to use sick days for which they were paid, the District may grant those days and dock at 100% of his/her daily rate of pay for each additional day of sick Leave used.
3. Option III: i. Sick Leave payoff will be paid in two equal lump sums; the first to be paid the last regular pay date in December of the employee’s final year of employment and the second payment to be made after the employee’s final termination date. ii. An employee who chooses options II or III is not eligible to participate in the medical Leave assistance program. iii. If the employee does not notify the District in writing by the February 15 deadline, sick Leave payoffs will be paid according to Option I. iv. Additional Leave will continue to accrue during the last year of employment as per agreement. v. Payment upon termination of employment under these conditions will be made for the balance of the last year of accrued unused sick Leave at the applicable rate times the daily rate of pay.

b. The payment for unused Leave/Vacation days will be made as follows:

   c. Payments of $5,000 or less will be made in a lump sum to the employee upon separation or according to one of the three options listed below in paragraph B.

d. Payment of more than $5,000 shall be made into a 403(b) post-employment tax sheltered savings plan. The employee cannot elect to receive a cash payment. If an employee is under age 55 at the time of separation from the district and needs to withdraw funds from his/her post-employment 403(b) account within one month following separation, the district will deposit 2.35% into the employee’s account
when notified by the 403(b) provider that the withdrawal at separation had occurred.
(this amount is intended to make up for the penalty paid (10%) to the IRS less the
7.75% FICA benefit received)

b  Administrative employees hired on or before June 30, 2019 with continuous satisfactory
service at the time of retirement, resignation, termination, or death in service from the
District shall receive (or his/her estate) a financial payment at the rate of 45% times the duty
rate of pay during the final year of employment for any unused Leave days. Unused Vacation
days will be paid at 100% of the daily rate in accordance with section XIII “Vacation.”

a. Leave days shall be accumulative indefinitely for normal use.

c  For Administrative employees with a permanent hire date on or after July 1, 2019, an
employee must have worked for the District for three or more years consecutively to be
eligible to receive the payouts of unused Personal Leave or Vacation as stated below:

• The unused paid Personal Leave accumulation eligible for payout at the time of
retirement, resignation, termination, or death in service from the District shall be
capped. The unused Vacation days shall be capped for use and payout at 50 days for
12-month employees.
• This Personal Leave payout cap shall be proportionately calculated for contracts of
different periods other than 12 months full-time (see below).
• Days are calculated as whole or half days or the equivalent as determined by the job
description.

  Personal Leave Payout Caps For Payout

  12-month: 133 days  10-month: 110 days

• For unused paid Personal Leave, employees shall receive a financial payment at the
rate of 45% times the duty rate of pay during the final year of employment.
• For unused Vacation days, employees shall be paid at 100% of the daily rate.
  o For administrators with a permanent hire date on or after July 1, 2019, Personal
    Leave days will accumulate and be capped proportionate to the employees’
    annual contract number of days for normal use.

  Personal Leave Bank Caps for Use

  12-month: 260 days  10-month: 229 days

XIII. VACATION

A. A 12-month administrator will earn paid Vacation at the rate of 1.916 days per month up to an
annual maximum of twenty-three (23) days.

B. All Vacation earned between July 1 and June 30 of each year must be used prior to June 30 of the
following fiscal year, except that a twelve-month administrator: Twelve-month administrators are
couraged to use Vacation time earned between July 1 and June 30 each year. Employees who do not
use all earned Vacation for the current year may add up to twelve (12) days to their Vacation bank annually up to the established caps based on contractual start date.

1. May accumulate (bank) up to half of their accrued Vacation days annually up to a lifetime total of forty (70) Vacation days, and

2. that an amount of unused Vacation not to exceed twelve (12) days may be added to the employees Leave days.

1. Twelve-month administrators with a permanent hire date on or before June 30, 2019, may accumulate (bank) their accrued Vacation days annually up to a total of forty (70) one hundred sixteen (116) Vacation days, not to exceed 12 days annually. Days in excess of 116 Vacation days will be added to the employee’s Personal Leave bank as they accrue not to exceed twelve (12) days annually.

2. Twelve-month administrators hired with a permanent hire date on or after July 1, 2019, who have worked for three (3) or more consecutive years for the District, may accumulate (bank) their accrued Vacation days annually up to a total of fifty (50) Vacation days, not to exceed 12 days annually. Days in excess of 50 Vacation days will be added to the employee’s Personal Leave bank as they accrue. Days added to Personal Leave will not exceed twelve (12) days of additional Personal Leave annually.

3. Days transferred into Vacation bank or Personal Leave bank will be rounded up to the whole day not to exceed the amount of Leave earned annually.

4. When an employee has reached the caps as stated above for Vacation bank, the employee will not continue to accrue time. When an employee uses Vacation time that causes the bank to drop below the established caps, the employee will begin to accrue time until the cap is reached again.

5. Because the 2018-2019 MOA lacked clarity on the existing cap for rolling of Vacation and Personal Leave annually, support staff hired on or before June 30, 2019, the two actions detailed below were taken. These were one time exceptions made for Vacation Accrued during the 2017-2018 and 2018-2019 school years and will not constitute past practice nor standard practice moving forward. Beginning in the 2019-2020 school year the benefits to Leave language as outlined in this MOA will become standard practice.

2017-2018: The District converted Vacation Leave previously kept in banks called “Accruing Vacation”, “Accrued Vacation” and “Vacation Bank” in to a single Vacation Bank. For the previously existing bank called “Accrued Vacation” the cap of no more than ½ of Vacation leave rolling in to the “Vacation Bank” was applied. Any Vacation Leave in the “Accruing Vacation” bank was transferred in full based on the rate at which the employee was accruing to the Vacation Bank. Personal Leave rolled in full.

2018-2019: Any employee who did not use Vacation earned for the 2018-2019 school year will have the balance of unused Vacation added to their Vacation Bank. For administrative employees, caps for Vacation will apply as stated in this MOA. If, when Vacation is added to
the Bank, an administrator reaches the cap, Vacation will be rolled in to Personal Leave in accordance with the process outlined in this MOA.

CTA Professional Agreement

Leave Day Accumulation and Buy Back

Proc 9-4:

Current:

Leave With Pay

Each teacher shall earn one day of Leave allowance for each 20 contract days or major fraction thereof. Two additional days are provided to each teacher each school year and these two days will be available for use from the beginning of the school year. A teacher must be on duty the first day that school is in session (i.e., students meeting classes) or be on an excused absence to be eligible for this two-day advance. If an emergency occurs requiring the use of Leave days in excess of the number accrued, the teacher may contact the Talent Division to ask that consideration be given for the front-loading of additional unaccrued days. If a teacher Leaves the employ of the school District before the end of the school year, s/he will have the final pay check reduced by the amount of pay received for Leave days used but not yet earned. The unused portion of such allowance shall accumulate from year to year without limitation. At the beginning of the school year, each teacher shall be advised in writing of the number of days of Leave which the teacher has accumulated. For regular part-time and interim teachers, Leave is prorated according to the percentage of full-time being worked. Contracts pertaining to Schedule F activities are not included.

REPLACE WITH:

Leave With Pay

Each teacher shall earn one day of Leave allowance for each 20 contract days or major fraction thereof. Two additional days are provided to each teacher each school year and these two days will be available for use from the beginning of the school year. A teacher must be on duty the first day that school is in session (i.e., students meeting classes) or be on an excused absence to be eligible for this two-day advance. If an emergency occurs requiring the use of Leave days in excess of the number accrued, the teacher may contact the Talent Division to ask that consideration be given for the front-loading of additional unaccrued days. If a teacher Leaves the employ of the school District before the end of the school year, s/he will have the final pay check reduced by the amount of pay received for Leave days used but not yet earned. FOR EMPLOYEES WITH A PERMANENT HIRE DATE ON OR BEFORE JUNE 30, 2019, the unused portion of such allowance shall accumulate from year to year without limitation. FOR EMPLOYEES WITH A PERMANENT HIRE DATE ON OR AFTER JULY 1, 2019, TOTAL LEAVE ACCUMULATION SHALL BE CAPPED AT THE NUMBER OF DAYS ON THE EMPLOYEE’S PRIMARY CONTRACT. At the beginning of the school year, each teacher shall be advised in writing of the number of days of Leave which the teacher has accumulated. CERTIFIED STAFF MAY ACCESS THE DISTRICT’S CURRENT PAYROLL MANAGEMENT SYSTEM TO REVIEW CURRENT LEAVE BALANCE. For regular part-time and interim teachers, Leave is prorated according to the percentage of full-time being worked. Contracts pertaining to Schedule F activities are not included.
Other Fringe Benefits
Current Language:

Payment for Unused Leave Upon Retirement, Resignation, or Death in Service
A. Effective July 1, 1993, a teacher with continuous satisfactory service at the time of retirement, resignation, termination, or death shall receive (or his/her estate) a financial payment at the rate of 45% of their current daily rate of pay for any unused Leave days. Leave shall be cumulative indefinitely.

D. Incentives for Non-use of Leave:

The District, in conjunction with the Phoenix Union Partnership of Business and Education, is committed to providing incentives for conservative use of Leave days by teachers.

Replace with:

Payment for Unused Leave Upon Retirement, Resignation, or Death in Service
A. Effective July 1, 1993, until June 30, 2019, a teacher with continuous satisfactory service at the time of retirement, resignation, termination, or death shall receive (or his/her estate) a financial payment at the rate of 45% of their current daily rate of pay for any unused Leave days. Leave shall be cumulative indefinitely. For Certified non-administrative 9-month full time staff members with a permanent hire date ON OR after July 1, 2019, the unused paid Leave accumulation eligible for payout at time of severance from the District shall be capped at 100 days. This accumulation cap eligible for payout shall be prorated proportionately of the contracts of different periods other than 9 months full time. Total Leave accumulation shall be capped at the number of days on the employee’s PRIMARY contract for normal use. (Note: for certified staff hired ON OR after July 1, 2019, this paid Leave accumulation payout provision does not apply until the employee has worked the full contractual period for the district for at least three (3) consecutive years.)

D. ELIMINATED (SEE ABOVE)
E. Payments of $5,000 or less will be made in a lump sum to the employee after the employee’s final date of employment.
F. Payments of more than $5,000 shall be made into a 403 (b) post-employment tax sheltered savings plan. The employee cannot elect to receive a cash payment. If an employee is under age 55 at the time of separation from the District and needs to withdraw funds from his/her post-employment 403 (b) account within one month following separation, the District will refund 2.35% to the employee when notified by the 403 (b) Provider that the withdrawal at separation had occurred. (This amount is intended to make up for the penalty paid (10%) to the IRS less the 7.65% FICA benefit received.)

Date of Agreement of MOA July 23, 2019

[Signatures]

CEA President

CTA President

AdA President

District Representative
Phenix Union High School District employees authorized to travel within the city (Phenix) up to 35 miles from their designated duty post (school). For travel guidelines beyond 35 miles, refer to the In-State Travel Guidelines.

**WHAT REIMBURSEMENTS AM I ELIGIBLE TO CLAIM?**

**REGISTRATION:** Reimbursable with an original receipt from the conference, etc. Canceled checks/credit card receipts will not be accepted.

**TRANSPORTATION:** Reimbursement is based on actual mileage from the traveler’s residence or designated duty post (school), whichever is the shorter distance. The reimbursement rate for privately-owned vehicles shall be as set by the State Department of Administration and is based on actual odometer readings. Travel from school to school will be based on the District Mileage Chart regardless of odometer readings. Mileage Charts are available from the Controller’s Office, CEE 4th floor. Mileage claims for use of privately owned vehicles shall specify exact street address and city in the “Departed From” and “Arrived At” columns on the claim form (unless using the District Mileage Chart). The traveler must have current vehicle insurance and a valid Arizona driver’s license, both verified by the Administrator.

**LODGING AND MEALS are not allowed for in-city travel:** (within 35 miles of the traveler’s designated duty post) except for club sponsors chaperoning students. Club sponsors should follow Student Activity Guidelines.

**HOW DO I FILE A CLAIM?**

**BEFORE YOU TRAVEL:**
1. Be sure you have your Administrator’s approval for mileage reimbursement.
2. Be sure your Administrator has proof of your valid Arizona driver’s license and current vehicle insurance.

**DURING / AFTER TRAVEL:**
1. Keep accurate odometer readings and addresses of destinations.
2. Fill out a Mileage Claim form following instructions. Check your math. Forms will be returned to you if odometer readings do not add up. This will delay your payment.
3. Submit original claim form once a month to the Business Office, CEE 4th floor (do not send copies). Sign it and have your Administrator sign it. District Office staff must have forms signed by their Supervisor. Principals must have forms signed by the Executive Director for Instruction. Keep a copy for your records.
4. Travel claims must be submitted for reimbursement within 30 days of your return from travel. In no event can reimbursements be made after August 31st following the fiscal year in which the travel took place.

All reimbursements shall be made in accordance with Board policy and State of Arizona guidelines. A complete copy of these guidelines is available in your Principal’s Office.
Phoenix Union High School District employees authorized to travel more than 35 miles from their designated duty post (school).

**WHAT REIMBURSEMENTS AM I ELIGIBLE TO CLAIM?**

**LODGING:** In a commercial establishment, not someone's residence. The amount reimbursed will be determined by using the Reimbursement Rate Index. This information is available in the Principal's Office or with your Floor Manager. If the traveler stays at a designated conference hotel whose rates exceed the maximum allowed, the actual cost of the room can be claimed if a conference brochure showing the hotel name and rate is submitted with the Travel Claim form. Without the brochure, the maximum rates on the state-approved list will be paid. Original receipts from the commercial establishment are required for reimbursement. Credit card receipts will not be accepted. When a room is shared by two or more travelers, each traveler must obtain a separate original lodging receipt for each traveler's portion of the lodging cost. The total of the two (or more) lodging receipts cannot exceed the total lodging cost. Travelers should request separate receipts in advance, upon registration, from the lodging establishment.

**TRANSPORTATION:** Reimbursement is limited to expense of travel by the most direct and usually traveled route; by the most economical means of transport. The reimbursement rate for privately-owned vehicles is set by the State Department of Administration. When travel begins or ends at the individual’s residence, mileage shall be computed from the residence or designated duty post, whichever is the shortest distance. The traveler must have current vehicle insurance and a valid Arizona driver's license, both verified by the Administrator.

**REGISTRATION:** Reimbursable with an original receipt from the conference, etc. Canceled checks/credit card receipts will not be accepted.

**MEALS:** Receipts for meals are not required. Reimbursement will be paid according to the Reimbursement Rate Index, on file in the Principal's Office or with your Floor Manager. **Maximum daily rate allowed:** $29.50

- **Breakfast** Only when travel starts on or before 6:00a.m. and the traveler's normal workday is extended by 2 hours. Maximum allowed is $7.
- **Lunch** Only when traveler is in travel status for 6 hours or more and travel starts on or before 11:00a.m. and ends at or after 2:00p.m. Maximum allowed is $7.50.
- **Dinner** Only when travel extends to 8:00p.m. or beyond and the traveler extends his normal workday by more than 3 hours. Maximum allowed is $15.00.

Travelers are not entitled to meal reimbursement when meals are provided free or for meals on an airplane or if included in registration fees.

**NOTE:** When an employee is entitled to reimbursement for 3 consecutive meals and is in overnight travel status for 24 consecutive hours, the amount expended for any particular meal is left to his/her discretion. The total for all meals and incidentals claimed may be shown as a lump sum per day. Refer to the copy of the Reimbursement Rate Index in the Principal's Office or with your Floor Manager.

**HOW DO I FILE A CLAIM?**

**BEFORE THE TRIP:**

1. Fill out a Travel Request Form and have it signed by your Administrator. Forward your Travel Request form to the CEE Travel Office, 3rd Floor, for processing. Be sure all budget codes are included and are accurate and that all information requested has been completed. **The total cost of the trip noted on your Travel Request form is the maximum you may claim, regardless of the actual expenses you incur.** Make sure it is estimated appropriately.

2. If registration is to be paid totally by the District through a purchase order, **attach original requisition** to your Travel Request form and forward to the CEE Travel Office, 3rd Floor. Purchase orders will not be issued without the approved Travel Request form. Please allow at least 3 weeks for purchase order to be processed.

**AFTER THE TRIP:**

1. Travel claims must be submitted for reimbursement within 30 days of your return from travel. In no event can reimbursements be made after August 31 following the fiscal year in which the travel took place.

2. Fill out a Travel Claim form listing each day separately with expenses listed by day. Attach all original receipts and conference brochure. Sign the Travel Claim form and have your Administrator also sign it. Principals must have their claim signed by the Associate Superintendent for Instruction and Accountability. Keep a copy for your records. Send all paperwork to the CEE Business Office, 4th Floor. If the form is not completed correctly, it will be returned to you, which will delay payment.

3. If the actual expenses claimed exceeds the amount on your approved Travel Request form, you may file an amended Travel Request form and send it to the CEE Travel Office, 3rd Floor. Note on your Travel Claim form that you have filed an amended Travel Request. Your claim will be held in the Business Office until your amended Travel Request has been approved. This will significantly delay your reimbursement.

All reimbursements shall be made in accordance with Board policy and State of Arizona guidelines. A complete copy of these guidelines is available in your Principal’s Office.
WHAT REIMBURSEMENTS AM I ELIGIBLE TO CLAIM?

LODGING: In a commercial establishment, not someone’s residence. The amount reimbursed will be determined by the Reimbursement Rate Index. This information is available in the Principal’s Office or with your Floor Manager. If the traveler stays at a designated conference hotel whose rates exceed the maximum allowed, the actual cost of the room can be claimed if a conference brochure showing the hotel name and rate is submitted with the Travel Claim form. Without the brochure, the maximum rates on the state-approved list will be paid. Original receipts from the commercial establishment are required for reimbursement. Credit card receipts will not be accepted. When a room is shared by two or more travelers, each traveler must obtain a separate original lodging receipt for each traveler’s portion of the lodging cost. The total of the two (or more) lodging receipts cannot exceed the total lodging cost. Travelers should request separate receipts in advance, upon registration, from the lodging establishment.

TRANSPORTATION: Reimbursement is limited to expense of travel by the most direct and usually traveled route; by the most economical means of transport.

Airfare will be reimbursed upon submission of the duplicate ticket (traveler’s copy) with the Travel Claim form. If you do not keep this copy, you must obtain written verification from the airline.

Private vehicles may be driven out of state within a 100 mile radius from the state border. Reimbursement will be paid at the state-approved mileage rate based on accurate odometer readings unless airfare is less expensive. In that case, the lowest airfare amount will be paid—not the mileage.

Note: Mexican insurance cannot be reimbursed.

Car rental may be approved upon submission of a letter justifying why it would be to the District’s advantage to rent a vehicle. The letter must be signed by the person requesting the rental and by his/her Administrator. This letter must be submitted with the Travel Request form or car rental request will be automatically denied. Original car rental receipt must be submitted. Credit card receipts will not be accepted.

Taxis, shuttles and buses are reimbursable and receipts are not required.

REGISTRATION: Reimbursable with an original receipt from the conference, etc. Canceled checks/credit card receipts will not be accepted.

MEALS: Receipts for meals are not required. Reimbursement will be paid according to the Reimbursement Rate Index, on file in the Principal’s Office or with your Floor Manager.

- **Breakfast** Only when travel starts on or before 6:00a.m. and the traveler’s normal workday is extended by 2 hours. Range is $7.00 to $9.50.
- **Lunch** Only when traveler is in travel status for 6 hours or more and travel starts on or before 11:00a.m. and ends at or after 2:00p.m. Range is $7.50 to $10.00.
- **Dinner** Only when travel extends to 8:00p.m. or beyond and the traveler extends his normal workday by more than 3 hours. Range is $15.00 to $20.50.

Travelers are not entitled to meal reimbursement when meals are provided free or for meals on an airplane or if included in registration fees.

**NOTE:** When an employee is entitled to reimbursement for 3 consecutive meals and is in overnight travel status for 24 consecutive hours, the amount expended for any particular meal is left to his/her discretion. The total for all meals and incidentals claimed may be shown as a lump sum per day.

HOW DO I FILE A CLAIM?

BEFORE THE TRIP:

1. Fill out a Travel Request Form and have it signed by your Administrator. Forward your Travel Request form to the CEE Travel Office, 3rd floor, for processing. Be sure all budget codes are included and are accurate and that all information requested has been completed. The total cost of the trip noted on your Travel Request form is the maximum you may claim, regardless of the actual expenses you incur. Make sure it is estimated appropriately.

2. The Travel Request form will be submitted to the Governing Board for approval. Travel may not occur prior to Board approval. Once approval by the Board has been granted, you will be sent a copy of your approved Travel Request form.

3. If registration is to be paid totally by the District through a purchase order, attach original requisition to your Travel Request form and forward to the CEE Travel Office, 3rd floor. Purchase orders will not be issued without the approved Travel Request form. Please allow at least 3 weeks for purchase order to be processed.

AFTER THE TRIP:

1. Travel claims must be submitted for reimbursement within 30 days of your return from travel. In no event can reimbursements be made after August 31st following the fiscal year in which the travel took place.

2. Fill out a Travel Claim form listing each day separately with expenses listed by day. Attach all original receipts and conference brochure. Sign the Travel Claim form and have your Administrator also sign it. Principals must have their claim signed by the Associate Superintendent for Instruction and Accountability. Keep a copy for your records. Send all paperwork to the CEE Business Office, 4th floor. If the form is not completed correctly, it will be returned to you, which will delay payment.

3. If the actual expenses claimed exceeds the amount on your approved Travel Request form, you may file an amended Travel Request form and send it to the CEE Travel Office, 3rd Floor. Note on your Travel Claim form that you have filed an amended Travel Request. Your claim will be held in the Business Office until your amended Travel Request has been approved. This will significantly delay your reimbursement.

PHOENIX UNION HIGH SCHOOL DISTRICT OUT-OF-STATE TRAVEL GUIDELINES
PHOENIX UNION HIGH SCHOOL DISTRICT
TRAVEL CLAIM FORM INSTRUCTIONS

SECTION 1 – DEPARTURE AND ARRIVAL

Day 1 Fill in date, time, place of departure (normally Phoenix, AZ) and date, time, place of Arrival.

Day 2, 3, etc. If this is not the Departure day for your return to Phoenix, list the date, city and state you stayed in and fill in Sections 2-5 of the claim, itemizing expenses for that day.

If this is the day of your Departure, list the date, time, place of Departure and date, time, place of Arrival (normally Phoenix, AZ). BE SURE TO SPECIFY A.M. OR P.M. ON TRAVEL TIMES.

DATES MUST MATCH THOSE APPROVED ON YOUR TRAVEL REQUEST FORM.

SECTION 2 – PRIVATE VEHICLE USE

If a privately-owned vehicle was used, write your Auto License number in the appropriate space at the upper right-hand corner of the claim form. Fill in actual odometer readings and total mileage for each day claimed. List each day separately.

You cannot claim gasoline and mileage. Mileage covers both gasoline and the use of the car.

SECTION 3 – MEALS AND LODGING

Meals may be claimed as a lump sum per day but must be listed by day.

Rates range from $29.50 to $40 per day based on location of travel – Travel Guidelines and Meals/Lodging Index*.

Receipts are not required for meals.

ORIGINAL HOTEL RECEIPTS ARE REQUIRED – CREDIT CARDS ARE NOT ACCEPTABLE. Lodging amounts only, including tax, must be listed for each day. Lodging amounts will be reimbursed based on state-approved guidelines. Attach ORIGINAL receipts. If traveler stays at a conference hotel, attach a copy of the conference brochure showing the hotel name and rate.

Lodging and meals are not allowed for in-city travel.

SECTION 4 – TRANSPORTATION

ORIGINAL PASSENGER COPY OF AIRLINE TICKET IS REQUIRED. CREDIT CARD RECEIPTS ARE NOT ACCEPTABLE. Airline ticket amount should be listed in the Transportation Column under DAY 1. Other allowable transportation: taxis, buses, limos, shuttles, must be identified and itemized by day. Receipts are not required.

Car rental may be approved upon submission of a letter justifying why it would be to the District’s advantage to rent a vehicle. The letter must be signed by the person requesting the rental and by his/her Administrator. This letter must be submitted with the Travel Request form or car rental request will be automatically denied. Original car rental receipt must be submitted. Credit card receipts will not be accepted.

SECTION 5 – OTHER ALLOWABLE EXPENSES

Itemize other expenses by day and identify each one with a footnote explaining what it was for. Examples include: business phone calls, parking, registration fees. ORIGINAL RECEIPTS ARE REQUIRED.

Total all expenses at the bottom of the form for a grand total to be claimed.

TRAVEL PURPOSE – Fill in the conference, seminar, meeting, etc. attended.

Sign and date your claim and have your Principal/Administrator sign on the approval line. Principals must have the Chief Academic Officer sign their claims.

Send original claim form, original receipts, and a copy of your travel request form to the CEE Business Office, 4th Floor. Keep a copy for your records.

TRAVEL CLAIMS MUST BE SUBMITTED FOR REIMBURSEMENT WITHIN 30 DAYS OF YOUR RETURN FROM TRAVEL. IN NO EVENT CAN REIMBURSEMENTS BE MADE AFTER AUGUST 31ST FOLLOWING THE FISCAL YEAR IN WHICH THE TRAVEL TOOK PLACE.

* All reimbursements shall be made in accordance with Board policy and State of Arizona guidelines. A complete copy of these guidelines is available in your Principal’s Office or with your Floor Manager.
### Travel Expense Claim

**Traveler’s Name**

**Telephone No.**

**Today’s Date**

**Mailing Address:**

**WK**

**Accounting Code(s):**

**CEE:**

**HM**

**Reimburse Req.#**

**School/Unit:**

**Traveled By:**

- [ ] Common Carrier Transportation
- [ ] Personal Car: License No. _____________
- [ ] Other
- [ ] School District Vehicle: Vehicle No. _____________

### SECTION 1

<table>
<thead>
<tr>
<th>Departed From</th>
<th>Arrived At</th>
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<tbody>
<tr>
<td>Date</td>
<td>Place</td>
</tr>
<tr>
<td>Day 1</td>
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<td></td>
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<tr>
<td>Day 6</td>
<td></td>
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<td>Day 7</td>
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Total Miles __________ x Mileage Rate __________¢ = $ __________

### SECTION 2

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<th>Private Vehicle Mileage Odometer Reading</th>
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<tr>
<td>Attach ORIGINAL Lodging Receipts</td>
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<td>Airfare, Taxi, Bus, Shuttle</td>
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<td>Itemized Other Allowable</td>
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### SECTION 3

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<thead>
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<th>Meals</th>
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### SECTION 4

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### SECTION 5

<table>
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<tr>
<th>Transportation Expenses</th>
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</thead>
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<tr>
<td></td>
</tr>
</tbody>
</table>

**Purpose of Travel**

**GRAND TOTAL**

I hereby certify that the travel and/or per diem recorded herein was accomplished in the performance of official duties; that the information given is true in all respects and that no claim against the District has before been made for any part thereof, or paid from any source funding.

Signature of Traveler __________________________ Date _______________

Approval of Authorized Official __________________________ Date _______________
# APPENDIX B

## PHOENIX UNION HIGH SCHOOL DISTRICT
### 2019-20 School Year
#### Certified 9-Month Staff Positions

<table>
<thead>
<tr>
<th>Position/Description</th>
<th>Most Certified Staff</th>
<th>JROTC</th>
<th>Athletic Trainer</th>
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<tr>
<td><strong>Contract Details</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/29/19 - 5/22/20</td>
<td>(209 contract days)</td>
<td></td>
<td>(214 contract days)</td>
</tr>
<tr>
<td></td>
<td>Unpaid 12/20/19*</td>
<td></td>
<td>Unpaid 12/20/19*</td>
</tr>
<tr>
<td></td>
<td>Unpaid 5-Day Fall Break**</td>
<td></td>
<td>Unpaid 5-Day Fall Break**</td>
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<table>
<thead>
<tr>
<th>PAY PERIOD</th>
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<th>DATE RANGE</th>
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<td>04/04/20 - 04/17/20</td>
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<td>05/30/20 - 06/12/20</td>
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<tr>
<td>26</td>
<td>07/07/20</td>
<td>06/13/20 - 06/30/20</td>
</tr>
</tbody>
</table>

* Specific employee groups are starting one day earlier than usual, this day is "swapped" for 12/20/19, which is now considered a unpaid break.

**Fall break is considered a nonpaid break for all salaried/exempt staff under 12 months; workday only for 12-Months.

***All balloon payments will be made on ONE SINGLE CHECK but taxed as individual checks (No tax implication).
APPENDIX C

GLOSSARY OF TERMS

Academic Credit  Any credit earned as outlined in this handbook.

Bargaining Unit  Means all employees as specified in the recognition statement of this agreement.

CTA  See Classroom Teachers’ Association.

Campus  The school unit; e.g. Alhambra High School, South Mountain High School, etc.

Campus Supervision  Includes, but is not limited to the following: study hall supervision, resource center supervision, campus ground supervision.

CEE - To Be Assigned (TBA)  Person not assigned a position during the reassignment process and assigned to CEE for future placement.

Classroom Teachers’ Association  The Phoenix Union High School District Classroom Teachers’ Association, Inc. The CTA is the official agent for the teachers of the Phoenix Union High School District.

Consensus  Unanimous agreement or no voiced dissent.

Continuing Status Teacher  A continuing status teacher is one who has been employed by the school district for the major portion of three or more consecutive school years and has met the requirements outlined in the previous probationary teacher section. A continuing teacher who was assigned probationary teacher status pursuant to §15-536, shall be returned to continuing teacher status upon designation in either of the two highest performance classifications.

Day  Any day Monday through Friday, exclusive of legal holidays and Board-declared recess days as identified by the official school calendar.

Department  A department shall be defined as: (A) Teachers who are on the same campus and in the same subject area (category 1) or service area (category 2); (B) Teachers who are not assigned to one campus and are members of a district-wide department (category 3).

Category 1

1. Art
2. Business Education
3. English
4. English as a Second Language (ESL)
5. Exceptional Students Program
6. Family and Consumer Science (FACS)
7. Health/Physical Education
8. Industrial Technology Education (ITE)
9. JROTC
10. Mathematics
11. Performing Arts
12. Reading
13. Science
14. Social Studies
15. World Languages
Category 2
1. Counseling at comprehensive schools
2. Instructional Materials Center (IMC)

Category 3
1. Hearing
2. Nurses
3. Psychologists
4. Speech
5. Vision

Educational Policies
Refers to those items of mutual concern to the study teams for their annual review and which are incorporated into Governing Board Policy.

Emergency
A situation that could not have been prepared for in advance.

Full-Time Study Hall Proctor
A certificated teacher employed for a full school day of five (5) study hall periods (or its equivalent) or other assigned duties as determined by the Governing Board.

Full-Time Teacher
A certified teacher employed for a full school day of five (5) teaching periods (or its equivalent) or other assigned duties as determined by the Governing Board.

Governing Board
The Phoenix Union High School District Governing Board.

Inappropriate Conduct with a Student
Inappropriate conduct with a student as referenced in the Voluntary Transfer Policy refers to conduct of a sexual nature involving students.

Interim Teacher
A teacher hired on a regular contract for a period of less than a full year.

Major Portion of a School Year
“Major portion of a school year” means full-time employment for at least fifty-one percent (51%) of the total number of contractual days in a school year, except that a certificated teacher is not deemed to have completed the major portion of the third school year of three consecutive years of employment until the end of the third school year.

Major Teaching or Service Area
That area in which the teacher has a minimum of thirty (30) semester hours, or forty-five (45) quarter units of college preparation.

Minor Teaching or Service Area
That area in which the teacher has met the minimum requirements as outlined in the policies and procedures manual of the North Central Association.

Newly Created Position(s)
A newly created position is one in a teaching / service / special program area which does not currently exist in the District. This newly created position may evolve from an existing established area when special needs arise (i.e., Interventionist within Counseling).
Part-Time Continuing Teacher: A certificated teacher with continuing status who has elected to have his/her assignment reduced with a commensurate reduction in salary. Part-time continuing teachers with .8 or .6 assignments or .5 Metro Tech will retain all benefits and privileges of a continuing teacher as well as proportionate professional responsibilities. Continuing teachers electing to reduce their assignment to less than .6 or .5 Metro Tech forfeit (insurance) benefits. Any election of a reduced assignment shall be for a period of no less than one semester and may be renewed annually at the teacher’s option.

Part-Time Study Hall Proctor: A certificated teacher employed for a partial school day of fewer than five (5) study hall periods (or its equivalent) or other duties as determined by the Governing Board.

Part-Time Teacher: A certified teacher employed for a partial school day of fewer than five (5) teaching periods (or its equivalent) or other assigned duties as determined by the Governing Board and has no rights beyond the contract termination date.

Preparation: The preparation required for teaching a course at the same grade level in the same instructional track in the same subject with comparable instructional materials.

Professional Agreement: The working agreement between the CTA and the PUHSD Governing Board which includes Governing Board Policies, Administrative Regulations and Procedures for implementing Policies and Regulations.

Professional Compensation: All salaries and fringe benefits.

Program: A Program shall consist of teachers representing two or more departments collectively providing a defined curriculum. As of the 2000-01 school year, the following are accepted as programs.

A. Magnet Programs
1. Center for Medical and Health Studies
2. Center for International Studies
3. Center for Computer Studies
4. Center for Marine and Environmental Science
5. Center for Agribusiness, Equine Science, and Natural Resource Management
6. International Baccalaureate Program
7. Center for Academic and Technological Studies
8. Center for Aviation/Aerospace Education
9. Center for Communication Arts: Print, Radio, Television, Film
B. Title Programs

Title programs consist of teachers from English, Reading, Mathematics, and/or counseling departments. The facilitator on each campus shall be selected from one of the foregoing departments which is represented in the Title Program at the site. Each Title Facilitator position shall be declared vacant in the spring of 1993 and advertised and filled following the procedures outlined in the selection of Instructional Leaders, cluster managers, and managers of established programs. Title Facilitators selected prior to July 1, 1992, who were not selected from English, Reading, Mathematics, and/or Counseling Departments shall be eligible to continue to apply for this special campus assignment.

C. Clusters at Metro Tech VIP

1. Innovative Technology Education
2. Service Related
3. Construction/Transportation/Health Occupations

D. Regular Education Programs at Bostrom Alternative Center for Education Programs

E. Staff Development Program

PUHSD Probationary Teacher
A certified employee who has been employed on a full time basis by the Phoenix Union High School District for less than three years or who is beginning the teacher’s fourth year of employment and who has been designated in one of the two lowest performance classifications.

Qualified Teacher
A teacher possessing a valid Arizona teaching certificate qualifying him/her to teach a subject in his/her major or minor field(s).

Quasi-supervisor
Has oversight and direction of workers; oversees a process, work or workers in performance of their assigned duties; has functions similar to those of a supervisor or administrator.

Reassignment
A change of teaching assignment from one department/program to another department/program on the same campus or the relocation of a teacher from one campus to another campus.

Reclassified Probationary Teacher
A certificated teacher who is currently a continuing teacher as defined in Section 15-538.01 but who has been designated after an evaluation conducted according to the requirements pursuant to Section 15.537 in the lowest performance classification for the current school year shall become a probationary teacher as defined in Section 15.536 for the subsequent school year and shall remain a probationary teacher until that teacher’s performance classification is designated in either of the two highest performance classifications.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reprimand</td>
<td>Any written report of disciplinary action taken by administrative personnel against the teacher for infraction of rules or delinquency in professional performance that is included in the teacher’s personnel file.</td>
</tr>
<tr>
<td>Roving Guest Teacher</td>
<td>Person assigned to CES-TBA status and placed for a minimum of one week (Monday through Friday) per campus as a roving guest teacher.</td>
</tr>
<tr>
<td>School Year</td>
<td>The school year as defined by the official school calendar.</td>
</tr>
<tr>
<td>Superintendent</td>
<td>The Superintendent of Schools of the Phoenix Union High School District.</td>
</tr>
<tr>
<td>Teacher</td>
<td>Any member of the bargaining unit, including the Student Assistant Program/Intervention Specialist.</td>
</tr>
<tr>
<td>Teacher on Assignment</td>
<td>A certified teacher with at least three years’ teaching experience, with the year prior to the assignment having been served in the District, who is performing functions in lieu of his/her regular teaching/service/special program area assignment.</td>
</tr>
<tr>
<td>Team(s)</td>
<td>The study teams (STEP) appointed by the Governing Board and the CTA respectively, which meet annually to review the Governing Board’s Educational Policies and recommend to the Governing Board additions, revisions and deletions.</td>
</tr>
<tr>
<td>Week</td>
<td>A calendar week.</td>
</tr>
</tbody>
</table>
These guidelines can be changed at any time by the State Board of Education. Check with the State for current guidelines.

State Board rules require the certified individual to engage in 180 clock hours of professional development activities during the last valid period of the certificate. In general, the activities should meet two criteria:

- They should represent professional growth that is related to education or a content area taught in Arizona public schools. Courses for personal growth, e.g. calligraphy, fitness center, real estate, or rug-weaving, would not fulfill the intent of the rule. Courses to enhance bilingual or technology skills or qualify for another certificate would.
- They should represent development. That is, the activity should provide training to improve the teaching skills, not activities within the person's normal job responsibilities.

Certified individuals are responsible for maintaining a portfolio containing recertification documentation and must present the portfolio and certificate renewal form to the unit administrator or Talent Division Office up to 6 months prior to the certificate expiration date.

<table>
<thead>
<tr>
<th>PROFESSIONAL DEVELOPMENT ACTIVITY</th>
<th>MAXIMUM HOURS</th>
<th>DOCUMENTATION REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Courses related to education or a subject area taught in Arizona public schools.</td>
<td>Unlimited</td>
<td>Official transcript from accredited institution. Each semester hour of course work is equivalent to 15 hours of professional development.</td>
</tr>
<tr>
<td>Definition: College courses, graduate and undergraduate, from an accredited college or university, taken subsequent to the baccalaureate degree. See Professional Agreement, Proc. 5-8, -9, and Appendix F: Fields of Study</td>
<td></td>
<td></td>
</tr>
<tr>
<td>District in-service designed for professional growth.</td>
<td>Unlimited</td>
<td>Phoenix Union High School District Professional Development certificate signed by site administrator or Curriculum Division.</td>
</tr>
<tr>
<td>Definition: Workshops, courses, activities (including in-District research), or in-service endorsed as professional development by District or school site. Records on all endorsed activities shall be on file in the Talent Division Office, and shall include learning objectives, activities, assessment, attendance/accountability plan, and qualified instructors.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional (education-related) conferences and workshops.**</td>
<td>30 hr. limit per year</td>
<td>Conference agenda and a statement of certificate from the sponsoring organization noting clock hours earned in training sessions.</td>
</tr>
<tr>
<td>Definition: Conferences related to education or content area taught. Conferences resulting in absence from work and/or receiving District funds will be approved through District travel guidelines. Pre-approval by Professional Growth Committee is highly recommended if outside of District travel guidelines.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business internship.</td>
<td>80 hr. limit per year</td>
<td>Written verification by the sponsoring business and District or site administrator stating the dates of participation and number of clock hours earned.</td>
</tr>
<tr>
<td>PROFESSIONAL DEVELOPMENT ACTIVITY</td>
<td>MAXIMUM HOURS</td>
<td>DOCUMENTATION REQUIRED</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>---------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Educational research.**&lt;br&gt;Definition: Sponsored by a research facility or an accredited institution or funded by a grant.</td>
<td>Unlimited</td>
<td>The published report of the research or verification by the sponsoring agency and a statement of the dates of participation and the number of clock hours earned.</td>
</tr>
<tr>
<td>National Board of Professional Teaching Standards.</td>
<td>Unlimited</td>
<td>Written verification from the National Board of Professional Teaching Standards of completion of the process, and a statement from the District or unit administrator verifying the dates and clock hours earned during the certification process.</td>
</tr>
<tr>
<td>Leadership position in an educational institution.&lt;br&gt;Definition: Eligible participants are President, Vice-President, and Executive Board.</td>
<td>30 hr. limit per year</td>
<td>Association will complete certificate verifying hours awarded for service.</td>
</tr>
<tr>
<td>Serving on an accreditation team.&lt;br&gt;Definition: Service as a member or chair of a visitation team for the North Central Association.</td>
<td>60 hr. limit per year</td>
<td>Letter or certificate from North Central Association or visitation chair verifying dates and clock hours earned.</td>
</tr>
</tbody>
</table>

** Required forms are available in the Principal’s office or by calling the District Talent Division office at 602-764-1119.

**Certificate conversions and renewals**

1. **Temporary to Standard**: Requires 180 hours of professional development activities or academic equivalent (1 semester hour = 15 hours of professional development).
2. **Standard – issued before July 1, 1995**: May renew one time before December 31, 2001, with verification of continuous teaching employment during the entire six-year period of the certificate.
3. **Standard – issued before July 1, 1997**: May renew one time before December 31, 2003, with 90 hours of professional development activities or academic equivalent (1 semester hour = 15 hours of professional development).
4. **Standard – issued on or after July 1, 1997**: May renew with 180 hours of professional development activities or academic equivalent (1 semester hour = 15 hours of professional development).

Note: Completion of activities approved for Professional Growth credit may be applied towards the 180 professional development clock hours required by the State for recertification. However, not all activities approved for professional development clock hours will be accepted for professional growth credit towards a salary increment. Professional growth credit guidelines specify additional criteria for movement on the salary schedule.

Completion of the 180 clock hours of professional development required by the State for recertification may not satisfy all of the requirements for the annual individual professional development plan required by the District for evaluation purposes.
APPENDIX F

FIELDS OF STUDY

Graduate or undergraduate courses in the following fields of study are guidelines for approved credit for teachers’ salary increments in the Phoenix Union High School District:

ART

- Applied Arts
- Fine Arts
- Industrial Arts
- Music
- Science

EDUCATION

- Education
- Graphic Arts
- Language and Humanities (as listed)
- Photography
- Social Studies

BUSINESS EDUCATION

- Audio-Visual
- Business Administration
- Business Education
- Cooperative Work Experience
- Data Processing & Automation
- Distributive Education
- English
- Foreign Language
- Humanities
- Mathematics
- Office Education
- Social Studies
- Speed
- Reading Development

ENGLISH

- Drama
- English
- Fine Arts
- Grammar
- Journalism
- Language & Humanities (as listed)
- Library Science
- Linguistics
- Philology
- Philosophy
- Reading
- Speech
- Teaching English to Bilingual
- Teaching Secondary School English

HEALTH

HOME ECONOMICS

- Anthropology
- Clothing
- Dietetics
- Economics
- Food
- Home Economics
- Human Development
- Mathematics
- Practical and Fine Arts
- Psychology
- Science Courses
INDUSTRIAL

Architecture  Chemistry  
Construction  Economics  
Engineering  Fine Arts  
Guidance  Industrial Arts  
Industrial Education  Industrial Management  
Industrial Relations  Mathematics  
Metallurgy  Mineralogy  
Physics  Sciences  
Skilled Trades  Technical Education  
CTE  Education  

LANGUAGE AND HUMANITIES  

Anthropology  Classical Language & Literature  
English Language & Literature  Fine Arts  
Germanic Language & Literature  Geography  
History  Linguistics  
Literature  Music  
Oriental Languages & Literature  Philosophy  
Religion  Romance Languages & Literature  
Russian Languages & Literature  Sociology  

INSTRUCTIONAL MATERIALS  

Audio-Visual  Fine Arts Science  
General Academic Survey Courses  Languages & Humanities (as listed)  
Library  Science  

MATHEMATICS  

Accounting  Architecture  
Astronomy  Astrophysics  
Sciences  Business in Statistics  
Economics (including Theory  Educational Research  
of Games & Operations Research)  Electronics  
Engineering  Genetics  
Geophysics  Computer Mathematics (including  
Independent Research or Study  Computer Programming and Numerical  
Insurance  Analysis)  
Life Science  Logic  
Mathematics  Mathematics Education  
Physical Science  Statistics
### MUSIC
- Acoustics
- Composing
- Counterpoint, Cannon, Fugue
- Fine Arts
- History
- Instrumentation
- Music Education
- Philosophy
- Psychology
- Theory, Harmony
- Arranging
- Conducting
- Dictation - Melodic, Harmonic
- Forms and Analysis
- Instrumental Music
- Languages & Humanities (as listed)
- Music Literature
- Physics (Sound)
- Psychology
- Vocal Music

### PHYSICAL EDUCATION
- Anatomy
- Bio-Chemistry
- Health
- Physiology
- Recreation
- Science
- Biology
- Human Development
- Psychology
- Zoology

### READING
- Audio-Visual
- Foreign Languages
- Journalism
- Languages & Humanities (as listed)
- Psychology
- Reading
- Statistics
- English
- Guidance & Counseling
- Language Arts
- Library Science
- Linguistic Sciences
- Speech Sciences

### SCIENCE
- Anatomy
- Astronomy
- Botany
- Computer Programming
- Electronics
- Geography
- Instrumentation
- Mathematics
- Microbiology
- Physiology
- Statistics
- Anthropology
- Biophysics
- Chemistry
- Ecology
- Fine Arts
- Geology
- Languages & Humanities (as listed)
- Meteorology
- Physics
- Psychology
SOCIAL STUDIES

Aerospace Studies*  Anthropology
Art Courses  Audio-Visual
Earth Science  Economics
Geography  Geology
History  Human Development
Internal Relations*  Languages & Humanities (as listed)*
Military Science  Music
Philosophy  Political Science*
Psychology  Scientific Courses
Social Thought  Sociology
Statistics

*Survey, Theory, and History rather than techniques

EXCEPTIONAL STUDENT SERVICES

Arithmetic and Quantitative Concepts and Skills
Arts and Crafts
Bilingual
Blind and Partially Sighted
Cerebral Palsy Child
Community Resources and the Disabled Child
Culturally Deprived
Education of Hearing Disabled Curriculum - Language and Speech Development
Emotionally Disturbed or Maladjusted
Epileptic Child
Etiology
Gifted Child
Homemaking and Industrial Arts
Indian Education
Industrial Arts for ESS
Language Arts and Communicative Skills
Mental Retardation
Methods, Materials, and Curriculum in Exceptional Student Services
Multi-disciplinary Approach to Problems of Mental Retardation
Occupational Education for the ESS Student
Orthopedically Disabled
Physical Education - Corrective Techniques
Physical Sciences
Psychological, Social, and Health Aspects of Mental Retardation
Psychology
EXCEPTIONAL STUDENT SERVICES (cont.)

Reading (including remedial)
Social Sciences
Speech Correction
Supervision and Administration of Exceptional Student Services Programs

RECOMMENDATIONS FOR ADDITION TO FIELDS OF STUDY

PROFESSIONAL EDUCATION

Courses such as:
- Counseling
- Reading
- Evaluation
- Psychology
- Metric Courses
- Dropout Courses
- Courses in the Spanish Language
- Audio-Visual
- English
- Science

- Administration
- Curriculum & Instruction
- Exceptional Students
- College of Education Courses
- Data Processing Courses
- Chemical Awareness
- Typing
- Computer Science
- Math
EMPLOYEE CONCERNS / COMPLAINTS

ABOUT PERSONNEL

EMPLOYEE CONCERNS/COMPLAINTS ABOUT SCHOOL PERSONNEL

(This form is to be submitted by the person making the complaint to the Employee’s Administrative Supervisor, Principal or Talent Division). If the Administrative Supervisor is the person against whom the concern/complaint is made, the form goes to the site Principal. If the complaint is against the Principal the form goes to Talent Division.

Date on which incident(s) occurred:____________________________________________________________

Person against whom the concern/complaint is made: ____________________________________________

Employee’s position: ___________________________ School/Department: ________________________

Person(s) or group filing concern/complaint: ____________________________________________________

Address: ___________________________ Phone #: ___________________________

Date concern/complaint is filed: ___________________________

Have you discussed the problem with the employee? ☐ Yes ☐ No Date: __________________________

Outcome of the meeting: ________________________________________________________________

Has the problem been discussed with the employee’s supervisor? ☐ Yes ☐ No Date: ____________

Outcome of the meeting: ________________________________________________________________

_______________________________________________________________________________________

Has the principal/supervisor met with both employees to discuss this matter? ☐ Yes ☐ No Date: ______

Outcome of the meeting: ________________________________________________________________

_______________________________________________________________________________________

Summary: Provide a description of incident or event, including date, place, time, additional persons, alleged improper conduct, (see Grievance and Appeals form). If additional space is needed, attach a document. Talent Division will review the concern/complaint and provide appropriate follow-up.

_______________________________________________________________________________________

_______________________________________________________________________________________

_______________________________________________________________________________________
Mediation Guidelines

Should mediation be determined necessary per Talent Division, the mediation process will be coordinated by Talent Division. Would you be willing to participate in mediation? Mediation will be approved when both parties agree to mediation and when the District believes all available resources and interventions have been exhausted.

☐ Yes ☐ No

The following area is for Administrative use

Complaint:

_____ Complaint form received by ______________ Date _______________________________

_____ Confirmation of receipt sent to complainant Date _______________________________

_____ Interview with concerned parties scheduled Date _______________________________

_____ Resolution achieved Date _______________________________

Mediation:

_____ Mediation scheduled (by Talent only) Date _______________________________

_____ Mediation completed Date _______________________________