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. Laura E. Telles, Talent Executive Director
4502 N. Central Ave
Phoenix, AZ 85012
(602) 764-1548
telles@phoenixunion.org

**Section 504 Coordinator**
Ms. Wendy Collison, ESS Director
4502 N. Central Ave.
Phoenix, AZ 85012
(602) 764-1024
collison@phoenixunion.org

For further information on notice of non-discrimination, visit http://wdcrobcolp01.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 otro 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 polízas contra la discriminación:

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Para más información sobre el aviso contra la discriminación, visite http://wdcrobcolp01.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.
This Negotiated Agreement is designed to provide the steps for the processes in place for District employees and to be consistent with federal laws, state statutes and local laws and the Governing Board Policies of the Phoenix Union High School District. In the event that there is any inconsistency between this Negotiated Agreement Language and with federal laws, state statutes and local laws and the Governing Board Policies of the Phoenix Union High School District, the latter will control.

All employee groups and individuals have a mutual and genuine interest in supporting a collaborative, respectful workplace. Administration sets the tone for the District/Campus to create a culture of respect, provide an environment free of harassment and proactively address situations when an individuals’ behavior does not meet expectations of professionalism. At the same time, employees have shared responsibility to speak up civilly to foster and attitude of tolerance and respect.
I. Reference
   A. Governing Board Policy “Collective Rights”
   B. Governing Board Regulation “Collective Rights”

II. The Governing Board recognizes the Administrators’ Association (AdA) as the primary representative of all the administrative staff during their period of employment by the District.

III. The provisions of this Handbook shall be in effect during the period of July 1, 2017 to June 30, 2018.

IV. The provisions of this Negotiated Agreement shall not be changed without the mutual consent of the Administration and the AdA during the period of July 1, 2017 to June 30, 2018.

V. This Negotiated Agreement documents the salary, benefits and working conditions negotiated by the Phoenix Union High School District (District) and the Administrator’s Association (AdA). It applies to all administrative employees.

VI. Employee benefits and working conditions may also be addressed in the following documents.
   A. District Governing Board policies, regulations or procedures.
   B. Regulations or procedures of District administrative units, e.g., Talent.
   C. The Constitution of the United States or the Arizona State Constitution.
   D. Federal laws (e.g., the Fair Labor Standards Act or the Family and Medical Leave Act) or Federal administrative regulations.
   E. The Arizona Revised Statutes or Arizona administrative regulations.
   F. Other similar documents.
ADMINISTRATOR BENEFITS
I. GROUP HEALTH AND MAJOR MEDICAL INSURANCE

A. All permanent employees are covered by health and medical insurance as described in the master contract(s) between the District and the provider SELECTED BY THE District (e.g., Blue Cross/Blue Shield). When available through arrangement with the provider, employees will be offered a choice of health plans and each employee selects the plan of her/his preference. The District will pay the full cost for the employee’s coverage of the middle plan. Should the employee choose the more expensive plan, the employee will be responsible for the difference in cost between the middle plan and the more expensive plan.

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 (TSA) and remain in the annuity program for the duration of employment in the District.

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

C. An employee choosing a TSA option, and then having an IRS-qualified change of status event (e.g., a divorce, marriage or death of spouse), shall be allowed, upon approval of the insurance carrier, to re-enter one of the District’s health plans.

D. A new employee is eligible for personal coverage based on the starting date of her/his 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.

E. A new employee is eligible to enroll her/his 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.

F. An employee who is terminated will have employee and/or dependent coverage through the date designated by Talent Division at the time the employee terminates.

G. An employee who desires to drop dependent coverage shall complete a signed form obtained from Talent. This must be done during the open enrollment period if the premiums are paid through pre-tax monies.

H. A full-time employee who has fulfilled her/his contract obligations for a full year and who is terminated from the District due to reduction-in-force shall receive her/his health insurance benefits for three (3) months.

II. 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 the employee’s salary but not less than $25,000 nor more than $100,000.

III. LIABILITY INSURANCE

Employees are covered for professional liability insurance under the District umbrella policy.
IV. SHORT-TERM DISABILITY INSURANCE

The employee may purchase short-term disability insurance offered through a group policy provided by the District.

V. 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, or upon exhaustion of sick leave, whichever occurs last, 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.

VI. PRE-TAX FLEXIBLE BENEFITS

A. The District offers for the benefit of all employees a flex benefit plan that 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 Talent Division during the open enrolment period.

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

VII. ABSENCE FROM WORK

A. The units in which leave is earned and charged shall be based on the system in use in the District. At the time this negotiated agreement was written, the units were half-days or days, where a “day” is a ‘workday’. For most employees, the workday is eight (8) hours long, but it can be longer [e.g., some employees work ten (10)-hour days in the summer] or shorter [e.g., some employees routinely work seven-and-a-half (7.5) or six (6)-hour days.] If the District adopts a system capable of doing so, the District may choose to keep track of the earning and use of paid leave on a more precise basis, e.g., by the hour, quarter-hour or minute. Any reference to “half-days” or “days” in this negotiated agreement may be converted into other units of time as necessary.

B. An administrator must comply with all procedures related to the requesting and use of leave.

C. Paid leave may be used for personal illness or injury, family illness, parental obligations, family death or personal business.

D. Each administrator shall earn one day of paid leave allowance for each twenty (20) contract days, or major fraction thereof. A minimum of twelve (12), thirteen (13), or fifteen (15) days paid leave will be available for use by each administrator at the beginning of and depending on the contract period. Beginning with the 1997-98 school year, each administrator shall receive an additional five (5) paid leave days to be added to the leave allowance at the beginning of the contract year. To be eligible for these advances, the administrator must be on duty the first contract day or have an excused absence. If the administrator leaves the employ of the District before the end of the contract period during which this advance would have been earned, s/he will have the final paycheck reduced by the amount of pay received for paid leave days used but not yet earned. The unused portion of such allowance shall accumulate from year to year without limitation.
E. If the Superintendent has reason to believe that an administrator has violated or misused this paid leave policy, s/he may require from the employee a certificate signed by a duly licensed physician or Christian Science Practitioner verifying the cause of the absence from duty of an administrator claiming illness or injury for one or more days. The administrator may also be required to have a health examination by the District Medical Advisor at no cost to the employee. The administrator shall be notified of this requirement in writing, including a statement citing just cause.

F. In the event that it can be shown that the administrator willfully violated or misused this paid leave policy, or misrepresented any statement or condition under this policy, s/he may be subject to disciplinary action.

G. Paid leave may be used for disability of the employee. If a disability period is known in advance (e.g., scheduled surgery), the administrator shall notify his/her immediate supervisor who, in turn, shall notify Talent Division as soon as possible.

H. An FMLA leave must be taken concurrently with any paid leave, vacation, or compensatory time available to the employee. An administrator may not take an FMLA leave without pay unless the employee has no available paid leave, vacation or compensatory time balance. An employee should consult with Talent before deciding the order in which s/he shall use available paid time.

I. In the event that an administrator does not have sufficient paid leave to cover the disability period, the administrator may request a leave of absence without pay to cover the disability period.

J. Leaves of Absence - General

1. An employee must submit a request for a leave of absence for any period of absence exceeding five (5) consecutive work days. This includes leaves of absence with and without pay.

2. An employee must exhaust her/his paid leave and vacation and compensatory time balances before a leave of absence without pay for any reason will be granted.

3. An employee must request a leave of absence by submitting the designated form with the required documentation and following the prescribed procedures, including timelines.
K. Absence Before and/or After Recess or Holiday

If an employee is on the District payroll (i.e., s/he is receiving pay for the day) either for the last workday or the first workday immediately following a Governing Board-declared holiday or recess period as identified in the Governing-approved school calendar for the year, or on a state mandated testing administration date, and is absent more than two times, the employee shall not receive compensation for the date of the absence or any additional absences occurring on a workday that either precedes or immediately follows a Governing Board declared holiday or recess period or on a state mandated test administration date for the remainder of the employee’s contract year. Employees may appeal the loss of compensation for absences occurring on a workday that either precedes or immediately follows a Governing Board declared holiday or recess period or on a state mandated test administration date. Such appeals shall be reviewed and final determinations made by the Executive Director for Talent Division. If an employee is not on the District payroll (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 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
- Veterans’ Day
- Thanksgiving Recess
- Winter Break
- Martin Luther King Jr. Day
- President’s Day
- Spring Break
- Cesar Chavez Day
- Memorial Day

Employees must 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.
L. Leaves of Absence without Pay

1. General
   
i. If a leave of absence without pay is granted, all rights of tenure, retirement, accrued leaves with pay, salary increments, and other benefits provided by law shall be preserved and made available to the administrator after the termination of the leave.

   ii. An administrator on a leave of absence without pay, other than a health leave, may make arrangements with the payroll office to continue individual (and dependent coverage) under the District group health and major medical insurance plan during the leave period by submitting payment for the premium(s) prior to the beginning of each month's coverage.

   iii. A leave of absence without pay for any reason other than health or maternity will not be granted to an administrator with less than three (3) years continuous employment except in unusual circumstances.

   iv. A leave of absence without pay may be requested under the following circumstances.

      a. An employee who is unable to work because of a personal illness or disability and who has exhausted all paid leave available, upon the submission of a physician's certificate, may request leave without pay for the remainder of the school year or until s/he is able to return to duty. Failure by an employee to submit a request for a leave of absence without pay is a breach of contract and will be considered job abandonment. This also applies when an employee must be absent beyond the period covered by an approved leave of absence but the employee does not submit a request to extend period of the approved leave of absence.

      b. An employee who becomes eligible for consideration for the Arizona State Retirement System’s Long-Term Disability (ASRS LTD) insurance program must apply for a health leave of absence without pay to begin upon the exhaustion of leave.

      c. An employee who is injured while on duty and covered by workers compensation insurance will not be granted a health leave of absence without pay until his/her paid leave is exhausted, or until the employee becomes eligible for coverage under the Arizona State Retirement System’s Long-Term Disability (ASRS LTD) insurance program, whichever comes first.

      d. A request for a leave of absence without pay should be submitted as far in advance of the departure date as possible to allow the District to fill the vacancy in a timely manner. An employee may request a leave of absence without pay for the following reasons.

         1.) For maternity leave beyond the period of disability.
         2.) For the adoption of a child.
         3.) To care for a sick member of the employee's immediate family.
         4.) To an administrator designated by the Representative group for the purpose of engaging in a local, state, or national association activity.
         5.) To campaign for or serve in a county, state, or national elective office.
         6.) To serve in the Peace corps or similar government-approved activity.
         7.) To secure additional education.
         8.) Other requests not listed above will be considered on their merit
2. First year of a leave of absence without pay
   i. The continuity of service of an employee who is granted a leave of absence for one (1) semester or one (1) work year will not be broken. The employee will be returned to his/her former assignment.
   ii. An acting employee employed or transferred as a replacement for an employee on leave will be employed or transferred only for the duration of the period of the leave and will be so informed in writing.
   iii. Health insurance benefits will be provided by the District for an employee during a health-related leave of absence without pay for one (1) year or less. At the end of one (1) year of leave without pay, health insurance benefits will no longer be provided by the District.
   iv. If the employee recovers within a year of being on a health-related leave of absence without pay and is deemed fit to return to work, the employee may notify the District that s/he is able to return to work. The employee will then be offered the first position that is available for which s/he is qualified. If the employee accepts the position, the salary will be at the pay range and seniority date that the employee would have earned immediately prior to taking a medical leave.
   v. An extension to a leave of absence without pay beyond one (1) year is not permitted except when the leave is the result of an election to public office. An employee on a leave of absence who is eligible for an extension of the leave beyond one (1) year must by April 1 either
      (i) request the extension in writing, or
      (ii) indicate in writing that s/he is returning from leave as scheduled.
      No contract will be issued nor will consideration be given to extending the leave if an employee fails to submit a request to extend the leave by April 1.
   vi. An extension of a leave of absence without pay for health reasons beyond one (1) year is not permitted.
   vii. When an employee returns to the employ of the District after a period of one (1) year of unpaid leave, the employee must work one (1) full year to be eligible to apply for another unpaid leave of absence.
   viii. An employee who cannot return to work after one year of leave of absence without pay shall either resign or retire.

M. Other reasons for leaves of absence
   1. An employee may request a leave of absence to contribute to the professional growth of the staff and to the improvement of instruction by participating in the activities of professional organizations through services on committees, boards, and commissions and by continuing education.
   2. Jury Duty or official Subpoena
      i. An employee who is required to serve on jury duty or to appear in court during her/his normal work hours or work day in response to an official subpoena will receive full salary during her/his period of such service, subject to the deduction from her/his regular pay of an amount equal to the compensation paid them for such duty.
ii. An employee who must appear in any legal proceeding connected with his/her employment with the District may be absent without loss of pay for that cause if the employee is required to attend.

VIII. EXPENSE REIMBURSEMENT

An administrator who is required to drive a personal car on a regular basis in the course of her/his employment by the District shall be authorized to drive a District vehicle or receive mileage reimbursement as established by the Governing Board. The names of the authorized administrators must be on the list of those approved to receive reimbursement. Principals will receive a $200 per month car allowance.

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 day 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 daily 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.

X. PROFESSIONAL GROWTH
A. Programs shall be established that provide ongoing, meaningful opportunities for administrators to grow personally and professionally.

B. The District shall establish a joint committee to plan and implement a 30-hour professional development program for all administrators. This program will focus on key objectives, issues, and skills which will help the District achieve its mission and allow the administrators an opportunity for professional growth. Additionally, the District will work with the Administrator’s Association to ensure that each administrator participates in an individualized professional development plan, with a minimum of 24 hours from District offerings and the balance based on an individualized professional development plan.

C. District Joint Committees are advisory in nature and will be established mutually by the Superintendent/designee. AdA shall each have the ability to appoint representatives to the District Joint Committee. It is assumed that members named by AdA to such committees will serve as experts in their fields, as having valued expertise which will enrich and support the work of the committee. AdA in conjunction with District/CEE leaders will determine appropriate committee membership that may or may not be limited to administrative employees; however, if such members are from classified or certificated employment groups, their participation will be solely advisory in nature. District Joint Committees shall submit all committee recommendations in writing to the Superintendent or appropriate Executive Director for final approval and will share written recommendations with each association representative.

XI. PUHSD 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.

B. The negotiated daily rates for an administrator working as early retirees shall be
   1. 90% of the employee’s last rate of pay if the position he/she is filling is at the same range as the range last held by the retiree when employed.
   2. 75% of the employee’s last rate of pay or the midpoint of the range of the position he/she is filling whichever is higher. If the position is a lower range than the range last held by the retiree when employed.
   3. An administrator working as an early retiree shall not earn leave days or be paid for holidays.

C. An employee choosing to participate in the early retirement program shall be assured of annual renewal until the end of the year in which s/he reaches age 65 as long as s/he meets the conditions of the agreement of the previous year unless evidence is presented showing a physical or medical incapability for such performance.
D. An early retiree may stop participating in the early retirement program at any time by submitting a written request to Talent. A retiree who drops out of the early retirement program may not return to the early retirement program. An early retiree may return to full-time employment in the District without losing any benefit of the Early Retirement Program.

E. The District will pay life insurance premiums for early retirees at the benefit level in effect during the last year of employment with the District.

F. Early retirees shall receive health insurance coverage under the following provisions

1. An employee who enters the early retirement program prior to 7/1/03 and who also is receiving ASRS retirement benefits shall have two options
   i. moving to the Arizona State Retirement System (ASRS) plan with the District paying the premium of the lowest cost plan (without adjustment for where the retiree lives) minus the ASRS subsidy or
   ii. staying on the District’s plan with the District paying the premium.

2. An employee who enters the early retirement program on or after 7/1/03 and who also is receiving ASRS retirement benefits 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. An employee who takes (took) early retirement from PUHSD but does (did) not retire with ASRS, and who is not eligible for subsidized medical coverage through another employer, shall have the option of staying on the District plan with the retiree paying the difference between the cost of the District plan at the retiree rate and the lowest cost plan of the ASRS. An employee who begins receiving ASRS benefits shall be covered by the provisions of paragraph:
   i. 1, above, if s/he entered the District early retirement program prior to 7/1/03.
   ii. 2, above, if s/he entered the District early retirement program after 7/1/03.

4. An employee who took early retirement prior to 7/1/03 and who resides out of state shall pay the same amount toward her/his coverage as a pre 7/1/03 early retiree who resides in state and chooses to stay on the District plan. The District shall pay any remaining premium cost. An early retiree who took early retirement prior to 7/1/03 and who opts out of coverage under the District health plan may elect to return to coverage under the District health plan.

G. An employee who was hired prior to July 1, 2009 with less than 15 years of District service at June 30, 2010, who opts to terminate employment after age 50 will be eligible for participation in a modified Early Retirement Program. This applies to such employees who terminate employment after June 30, 2011 and are not Medicare eligible. Paragraphs B C, D, E and F remain in effect.

1. Health insurance would be provided through Arizona State Retirement and the District would pay 75% of the premium of the lowest cost ASRS plan (without adjustment for where the retiree lives) minus the ASRS subsidy.

2. Employees who take Early Retirement from the District but do 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 plan of the ASRS. After the employee enters state retirement, they will be covered by paragraph F1 above.
H. This section shall not apply to anyone who retired prior to the second semester of 1982-83. The District shall continue to offer such retirees the option per the 1982-83 handbook.

XII. SENIORITY

A. Seniority is only applicable within the terms of a contract year. Administrative seniority shall be determined by the first date of current full-time continuous employment within each administrative category (e.g., principal, director). Time spent in an acting position is included in seniority only when an administrator is placed permanently in a position/category in which s/he earlier had acting status.

B. An administrator who has earned tenure as a teacher in the District and who has not been non-renewed or terminated through evaluation or has not received an assignment in an administrative position (acting administrator) has rights and privileges as follows:

1. The administrator shall retain all the rights of a certified employee of the District s/he earned as a tenured teacher for the cumulative total years of service in the District should s/he be voluntarily or involuntarily returned to a position on the District teachers' salary schedule.

2. Any teacher who shall be transferred to an administrative position and later returned to a teacher status shall retain such rights as s/he may have had as a teacher prior to such transfer to administrator, and to full credit for total experience in the District.

C. Effective January 1, 2000, a classified employee who moves to an administrative position shall move to the following conditions:

1. Upon movement from one employee group to another, any accrued vacation that exceeds the limit established in the Handbook/Agreement for his/her current position shall be paid in full to the employee.

2. Upon acceptance of a position as a classified administrator the employee will receive an administrative seniority date as outlined in the Administrators Handbook. He/she will retain his/her original hire date as a classified employee in the District. Therefore, seniority dates will be established in each classification and not carried from one classification to another.

3. The employee retains her/his longevity but it does not move to the new group.

4. Accrued sick leave/leave days will move with the employee.

5. This language applies to all employees past and present.

   i. An administrative employee who has held a permanent classified position in the District immediately prior to moving to the administrative position (with no break in service) may place his/her name on any job title (s) that he/she has held in the District on a permanent basis as a classified employee should they be involuntarily returned to a classified position. The employee must submit a request to Talent Division within three (3) work days after initial notification to determine their current seniority in the District.

   ii. The employee will complete a PR-14 which will be verified and reviewed by Talent Division to determine if the employee meets all position qualification requirements. Failure to meet all of the qualifications or to provide the information stated above will disqualify the employee from having his/her name placed on the requested seniority job title list.

6. An employee is subject to all regulations outlined in the Handbook/Agreement for his/her current position.
XIII. VACATION

A. A twelve-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:
   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.
I. It is the policy of the Governing Board to maintain a salary schedule for its administrators which compares favorably with salaries in school districts in cities of comparable size and economic conditions.

II. The salary schedule has three (3) components:
   A. Eight (8) steps
   B. Three (3) education increments
   C. Three (3) experience increments

III. A new District administrator shall be placed on the step determined by Talent Division and shall receive the appropriate educational and experience increments.
   A. The experience increments will be granted:
      1. for 5, 10, and 15 years of administration, either in the District or at any other institution.
      2. after evaluation of written evidence submitted to Talent.
   B. The educational increments will be granted:
      1. only for academic credit.
      2. after evaluation of written evidence submitted to Talent.

IV. Additional educational increments shall be granted to become effective at the beginning of each fiscal year. Written evidence of the attainment of the degree or of the additional hours beyond the degrees shall be submitted to Talent Division by November 1 of the fiscal year in which the educational increment is to be granted. The additional increment may be granted based on evaluation of the evidence by Talent.

V. Additional experience increments shall be granted by Talent Division based on an administrator’s years of administrative service with the District.
2018-2019 Chief Officer, Executive Director and Administrative Salary Schedule

<table>
<thead>
<tr>
<th>Chief Officer Salary Schedule</th>
<th>Min</th>
<th>Mid</th>
<th>Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief</td>
<td>$120,481</td>
<td>$141,743</td>
<td>$163,005</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Executive Director Salary Schedule</th>
<th>Min</th>
<th>Mid</th>
<th>Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director</td>
<td>$100,401</td>
<td>$118,119</td>
<td>$135,836</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Administrative Salary Schedule</th>
<th>Min</th>
<th>Mid</th>
<th>Max*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director</td>
<td>$83,667</td>
<td>$98,432</td>
<td>$113,198</td>
</tr>
<tr>
<td>Manager</td>
<td>$69,723</td>
<td>$82,027</td>
<td>$94,331</td>
</tr>
<tr>
<td>Administrator</td>
<td>$58,102</td>
<td>$68,355</td>
<td>$78,609</td>
</tr>
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*Second year and above at Step 8 receives an additional $1,000

<table>
<thead>
<tr>
<th>EDUCATION*</th>
<th>AMOUNT</th>
<th>EXPERIENCE</th>
<th>AMOUNT</th>
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<tr>
<td>BA</td>
<td>$700</td>
<td>5</td>
<td>$800</td>
</tr>
<tr>
<td>BA+24</td>
<td>$700</td>
<td>10</td>
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</tr>
<tr>
<td>MA</td>
<td>$700</td>
<td>15+</td>
<td>$800</td>
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<tr>
<td>MA+24</td>
<td>$700</td>
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</tr>
<tr>
<td>MA+48</td>
<td>$700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MA+72/Doctorate</td>
<td>$700</td>
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</table>

*Maximum Education Increment is $2,100

- Education increments are paid in addition to the base salary placement, above and beyond the minimum education requirements in the job description.
## 2018-2019 CERTIFICATED ADMINISTRATIVE SALARY SCHEDULE

<table>
<thead>
<tr>
<th>Location</th>
<th>Job Title</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
<th>Step 8 Education</th>
<th>Experience</th>
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<tbody>
<tr>
<td>Building Level</td>
<td>Principal (12 Months)</td>
<td>94,174</td>
<td>98,063</td>
<td>102,182</td>
<td>106,269</td>
<td>109,244</td>
<td>112,304</td>
<td>113,681</td>
<td>MA+24</td>
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<td></td>
<td></td>
<td></td>
<td>MA+72/Doctorate**</td>
<td>$725.00</td>
</tr>
<tr>
<td>Building Level</td>
<td>Asst. Prin. (10 Months)</td>
<td>80,654</td>
<td>83,675</td>
<td>86,896</td>
<td>89,954</td>
<td>92,470</td>
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<td>96,443</td>
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<td></td>
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<td>MA+48</td>
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<td></td>
<td></td>
<td>MA+72/Doctorate**</td>
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<tr>
<td>Building Level</td>
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<td>89,643</td>
<td>93,411</td>
<td>97,150</td>
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<td>102,663</td>
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<tr>
<td></td>
<td>(12 Months)</td>
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<td></td>
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<td></td>
<td>MA+48</td>
<td>$690.00</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>MA+72/Doctorate**</td>
<td>$690.00</td>
</tr>
</tbody>
</table>

*Second year and above at Step 8 receives an additional $1,000

**Doctorate must be earned

Experience increments are paid in addition to range / step amounts for total number of years of experience.

$800 is paid for 5, 10, 15 years of administrative experience.
ADMINISTRATOR
WORKING CONDITIONS
I. **ACTING ADMINISTRATORS**

A. Acting administrators are administrators who have been assigned by the Superintendent to an administrative position on a temporary basis.

B. Ten-month administrators who are placed on an acting status in a 12-month position, shall accrue benefits commensurate with the new position and s/he will be placed on the new range of the acting position to ensure a higher salary than the step s/he occupied on his/her former position. Twelve-month administrators who are placed on an acting basis at a higher range will be placed on the step on the new range of the acting position to ensure a higher salary than the step s/he occupied on his/her former position.

C. The placement on the salary schedule shall be retroactive to the first date of the acting assignment within the fiscal year.

D. Upon completion of his/her acting status, a nine- or ten-month teacher who was placed on an acting or interim status in an administrative position will be treated the same as a teacher returning from a leave of absence.

E. Up to one calendar year from date of appointment, ten or twelve-month administrative/supervisory personnel who are placed on an acting or interim status in another administrative/supervisory position may return to their former positions unless they request transfer into that position at another unit.

F. Acting or interim administrators who received less compensation (salary) of the contract year than would have been earned in their previous position will be paid the difference in one lump sum.

G. The acting or interim administrator who served in the acting or interim position for a semester or longer shall receive credit for one year of experience in the acting interim position and shall advance accordingly on the salary schedule if later interviewed and selected for an administrative position.

H. Nine- or ten-month employees appointed to a twelve-month acting or interim administrative/supervisory position will earn all benefits, for only the duration of the contract, that accompany the twelve-month position (i.e., vacation days, car allowance, etc.). The employee who is returned to a nine- or ten-month acting or interim position will receive financial remuneration for earned vacation days.

II. **APPEAL PROCESS**

A. General

1. Purpose

   The purpose of an appeal policy is to obtain, at the nearest administrative level, equitable solutions to the problems which may from time to time arise. The Board, Administration, and AdA agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Informal Discussion

   Nothing contained herein will be construed as limiting the right of any administrator having an appeal to discuss the matter informally with any appropriate member of the Administration and having the appeal adjusted, provided the adjustment is consistent with the educational policies and the conditions contained in this agreement.
3. Reprisals Prohibited

Reprisals shall not be taken against any administrator, employee, any party of interest, AdA representative or any other participant in the appeal procedure by reason of such participation.

4. Time Limits

i. Appeals, whether formal or informal, should be processed as rapidly as possible in the interest of good morale. Therefore, the number of days indicated at each step of the procedure is a maximum, and every effort should be made to process the appeal more rapidly.

ii. The time limits specified may be extended by mutual agreement between the Superintendent and the AdA President, in writing.

iii. Every effort must be made so that all appeals are resolved prior to June 30 of the school year in which the appeal is initiated. Some appeals left unresolved until the beginning of the succeeding school year could result in irreparable harm to a party or parties of interest. For any formal appeal filed on or after June 1, the time limits listed herein will be reduced so that the appeal procedure may be concluded prior to June 30 of the current school year.

5. Closed Sessions

All sessions held in connection with the processing of appeals shall be closed sessions and no news releases shall be made concerning the progress of the hearing.

6. Representation

Any party of interest may be represented at any level of the formal appeal procedure by a person or persons, of his/her own choosing.

7. Filing of Appeal Matter

All written and printed matter dealing with the processing of an appeal will be filed in the Employee Relations Office.

8. Relevant Information

At every level of the appeal procedure, the Board agrees to make available to the appellant and representatives all pertinent information, not privileged under law, in its possession or control and which is relevant to the issues raised by the appeal.

9. Release from Duty

If it is necessary for an appellant or representative(s) of the AdA to attend meetings or hearings called by the Superintendent or the Board during a working day, the immediate supervisor should be so notified by the Superintendent, and these persons will be released from duty without loss of pay for such time as their attendance is required at such meetings or hearings.

10. Withdrawal

An appeal may be withdrawn at any level without prejudice of record and cannot be reopened.

11. Failure to Appeal to Next Level

Failure by the appellant at any level to appeal to the next level within the specified time limits herein shall be deemed to be acceptance of the decision rendered at that level.
B. Informal Complaint Procedure

i. If any member of the AdA has a complaint which s/he feels may become a formal appeal, s/he must first discuss the problem in person with immediate supervisor, the one to whom s/he reports directly, in a sincere and conscientious effort to resolve the matter informally. At the option of the employee, the employee may discuss the item with the President of AdA.

ii. This complaint must be initiated within five (5) days after the complainant knew, or should have known, of the act or conditions on which the complaint is based. If not so presented, the opportunity to present the matter as an appeal is waived.

iii. The party of interest to whom the complaint is presented at this first level of the informal procedure shall have up to five (5) days to answer the complaint.

iv. If there is more than one level of supervision or administration at the unit (e.g., the School, the District Administrative Office, the District Service Office or its annexes) at which the complainant is working, the complainant, if not satisfied with the proposed resolution at this first level, must take the complaint in person to whom his/her immediate supervisor is responsible within five (5) days after first answer is received.

v. The immediate supervisor will have up to five (5) days to answer, in person, the complaint.

vi. The complainant must exhaust all the administrative remedies available at the unit at which s/he works before s/he may use the formal appeal procedure.

vii. If the complainant is not satisfied with the administrative remedies proposed in answer to his/her complaint at the unit level, s/he shall have ten (10) days within which to present an appeal in writing and enter it into the formal procedure.

C. Formal Appeal Procedure

1. Level One - the Superintendent

i. If the complainant, having exhausted all levels of administrative remedies at the unit at which s/he works, is not satisfied with the outcome of the informal procedure, s/he may present his/her appeal in writing to the Superintendent.

ii. Copies of this appeal must also be sent simultaneously to Talent Division and the President of AdA.

iii. The appellant may request a conference with the Superintendent prior to the rendering of a decision by the Superintendent. The appellant may (1) discuss the appeal personally, or (2) request that a representative of AdA accompany him/her and may also request that the AdA representative act on his/her behalf.

iv. The appellant must submit the appeal in writing:

a. within ten (10) days after s/he has exhausted the administrative remedies by having received an unsatisfactory answer at the highest unit administrative level, or

b. within twenty-five (25) days after the appellant knew, or should have known, of the act or condition on which the appeal is based, whichever comes later.
v. The Superintendent, within twenty (20) days after the receipt of the appeal or within twenty (20) days after the personal conference, shall render a written decision to the appellant, with copies to Talent, the President of the AdA, and to the administrator or supervisor rendering a decision in the informal procedure.

2. Level Two - Board Appointed Hearing Officer
   i. If the appellant is not satisfied with the disposition of his/her appeal at Level One, s/he may, within five (5) days after the receipt of the Superintendent's decision, request in writing to the appropriate representative of AdA that the appeal be submitted to a hearing officer appointed by the Board.
   ii. The hearing officer will have authority to hold hearings and make procedural rules. The recommendations will be issued within a reasonable time after the date of the close of the hearing.
   iii. The hearing officer's recommendations shall be submitted in writing as soon as possible to the Board, with a copy to the appellant, and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The hearing officer's recommendations shall be consistent with existing Statutes.

3. Group Appeal
   If an appeal affects a group of administrators from among the administrative employees from more than one unit, the AdA may submit the appeal in writing directly to the Superintendent as an appeal at Level One, using the appropriate form.

III. PROBATIONARY PERIOD
The probationary period will be the first six (6) months of employment for any administrative position, after which the administrator must be told whether or not s/he will continue in his/her position after the term of his/her contract. At least one (1) evaluation shall be made during the probationary period. The administrator will be given minimal due process if told he/she will not continue in the position after the term of his/her contract.

IV. RECLASSIFICATION OF ADMINISTRATORS
A. Distinction between Promotion and Reclassification
   1. Promotion occurs when an employee is moved from one assignment to a higher assignment with greater responsibility. Promotion applies to an individual employee.
   2. Reclassification occurs when a person is relocated either higher or lower on the salary schedule. Reclassification applies to a position and affects all employees holding that position and new position holders.

B. Positions as such are reclassified; individuals are not.

C. Requests for Reclassification
   1. Reclassification of a position may be requested whenever a condition exists in which the parties requesting reclassification can demonstrate that the compensation for the position is not commensurate with the current or anticipated duties, responsibilities, authority, and/or line-staff relationships with other positions within the school, division, or District.
   2. If in a given year steps, education increments and experience increments are not given to District employees, reclassification requests will not be granted.

V. RIGHT OF NOTIFICATION OF TERMINATION
If an administrator is to be non-renewed or terminated through evaluation at the end of the fiscal year, a written notice of termination shall be sent to the administrator on or before April 15 of a given year. Termination of a contract during the school year requires 30-day notice by either party. Due process must be followed as outlined in Chapter 5.
VI. WORK YEAR

A. The work year for a ten-month administrator shall be twenty (20) paid days longer than the teachers’ contract year. The specific days to be worked will be determined by the administrator’s immediate supervisor with notification to Talent.

B. The work year for a twelve-month administrator shall be a full calendar year of fifty-two (52) weeks, including twenty-three (23) days of paid vacation.

C. An administrator shall not be required to work on any holiday or Board-declared employees’ recess day as identified in the annual school calendar, as approved by the Governing Board.

VII. WORKDAY

The normal workday for an administrator shall be eight (8) hours, except for summer schedules, excluding lunch. However, working hours shall be flexible because of the scope, complexity, and variety of responsibilities of the administrative personnel positions.

VIII. 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, administrative 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.

IX. RESIGNATION PRIOR TO CONTRACT END DATE

In the event an administrative 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 Executive Director of Talent Division, 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, or 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 Executive Director of Talent Division. If the waiver is denied, the employee may submit a written appeal within 10 days of the denial to the Superintendent, whose decision shall be final with no further avenue of appeal.

X. RETIREMENT

Employees who plan to retire for 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.
<table>
<thead>
<tr>
<th>Term</th>
<th>Abbreviation and/or Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AdA</td>
<td>The Administrators’ Association of the Phoenix Union High School District.</td>
</tr>
<tr>
<td>acting administrator</td>
<td>any qualified personnel placed in an administrative position on a temporary basis.</td>
</tr>
<tr>
<td>administrator</td>
<td>A person who holds an administrative position.</td>
</tr>
<tr>
<td></td>
<td>A certificated administrator has a state certificate in school administration.</td>
</tr>
<tr>
<td></td>
<td>A classified administrator is a non-certificated administrator.</td>
</tr>
<tr>
<td>appeal</td>
<td>any allegation by a member of the AdA that there has been a violation, a misinterpretation, or an inequitable application of any of the provisions of this written Administrative handbook or of any policy of the Governing Board.</td>
</tr>
<tr>
<td>appellant</td>
<td>any administrative employee in the District requesting an appeal.</td>
</tr>
<tr>
<td>complainant</td>
<td>an administrative employee who channels a complaint through the informal appeal procedure.</td>
</tr>
<tr>
<td>Board</td>
<td>the Governing Board of the Phoenix Union High School District</td>
</tr>
<tr>
<td>Day</td>
<td>a day when the offices are open.</td>
</tr>
<tr>
<td>duty day rate of pay</td>
<td>obtained by dividing the administrative annual salary by the number of actual work days during the contract year.</td>
</tr>
<tr>
<td>minimal due process</td>
<td>a meeting held, at the written request of a probationary administrator, with the Executive Director for Talent Division to discuss the non-continuation of the probationary administrator after the term of his/her contract.</td>
</tr>
<tr>
<td>professional compensation</td>
<td>all salaries and fringe benefits.</td>
</tr>
<tr>
<td>reprimand</td>
<td>any written report that is placed in a personnel file that explains disciplinary action taken by an immediate supervisor against an administrator for an infraction of rules or delinquency in professional performance.</td>
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<tr>
<td>seniority</td>
<td>only applicable within the terms of a contract year; the length of service in any position as determined by the date the administrative employee was hired into that position, including the time spent in acting status in the same position</td>
</tr>
<tr>
<td>Term</td>
<td>Page</td>
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<tr>
<td>-------------------------------------------</td>
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</tr>
<tr>
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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.
**Governing Board Approved MOA: Early Retirement Program Recommendation**

**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 at or 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
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(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, 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 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 prior 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
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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
MOA for 2018-2019 School Year
Leave Language for all Employee Groups

This Memorandum of Agreement (MOA) is for the 2018-2019 school year as negotiated and ratified for implementation. Employees hired 2018-2019 shall have no vested right 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 Team with an opportunity to continue to study, review data and explore long-term implications for employees and the District. A finalized version of Leave Benefits for full implementation will be in place for the 2019-2020 school year, which will include employees hired on or after July 1, 2018.

Certified Professional Agreement

PROCEDURE 9 – EMPLOYEE BENEFITS – Leaves of Absence – Leave With Pay – add new language (identified in red ink) to paragraph A.

A. Each teacher certified non-administrative staff member shall earn one day of leave allowance for each twenty contract days or major fraction thereof. Two additional days are provided to each certified non-administrative staff member each school year and these two days will be available for use from the beginning of the school year. A certified non-administrative staff member 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 certified non-administrative staff member may contact the Talent Division to ask that consideration be given for the front-loading of additional unaccrued days. If a certified non-administrative staff member 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.

B. For certified non-administrative staff members hired on or after July 1, 2018, the unused paid leave accumulation shall be capped at 100 days.) 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.

C. For certified non-administrative staff members, leave days shall be accumulated indefinitely for normal use (i.e: FMLA, approved medical leave, short term personal leave as approved by the District) but capped for purposes of payout as outlined above.
D. Each certified non-administrative employee may review leave balances using the District’s system for managing employee information. at any time. For regular part-time and interim certified non-administrative staff members, leave is prorated according to the percentage of full-time being worked. Contracts pertaining to Schedule F activities are not included.

Located at: PROCEDURE 9 – EMPLOYEE BENEFITS – Other Fringe Benefits – Payment for Unused leave Upon Retirement, Resignation, or Death in Service - add new (red ink) language just prior to and included in paragraph A.

Other Fringe Benefits
Payment for Unused Leave Upon Retirement, Resignation, or Death in Service

A. Effective July 1, 1993, a certified non-administrative staff member 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. For certified non-administrative staff members hired on or after July 1, 2018, the unused paid leave accumulation eligible for payout at the time of severance from the District shall be capped at 100 days. (Note: for certified staff hired on or after July 1, 2018, this provision does not apply unless the employee has worked the full contract for the District for at least the last three (3) consecutive years.)

C. Payments of $5,000 or less will be made in a lump sum to the employee after the employee’s final date of employment.

D. 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.)
E. 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 certified non-administrative staff members.

Support Staff Professional Agreement:

Located at: FRINGE BENEFITS - SECTION 16 – Paragraph C. PAYMENT FOR UNUSED LEAVE AND VACATION – Add the following language (identified in red ink) prior to and at the end of the first paragraph, at item #1.

1. Effective July 1, 1998, a classified employee 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 daily 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.

2. For employees hired on or after July 1, 2018, the unused paid leave accumulation eligible for payout at the time of severance from the District shall be capped at 100 days and the unused vacation days shall be capped at 50 days. Days are calculated as 8 hours a day or the equivalent number of hours as determined by the job description. (Note: for employees hired on or after July 1, 2018, this provision does not apply unless the employee has worked the full contractual period for the District for at least the last three (3) consecutive years.)

3. For employees hired on or after July 1, 2018, leave days shall be accumulated indefinitely for normal use (ie: FMLA, approved medical leave, short term personal leave as approved by the District) but capped for purposes of payout as outlined above.

2. Leave days shall be accumulative indefinitely for normal use.

3. 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 work agreement. 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 payoff will be included in the work agreement 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 payoff 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 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 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 payoffs will be paid according to Option I.

d. Additional leave will continue to accrue during the last year of employment as per agreement.

e. Payment upon termination of employment under these conditions will be made for the balance of the last year of accrued unused leave days at the applicable percentage rate times the daily rate of pay.

A. Payments of $5,000 or less will be made in a lump sum to the employee after the employee’s final date of employment.

B. 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.)

Located at: FRINGE BENEFITS – SECTION 16 – Paragraph H. VACATIONS – add the following language (identified in red ink) at item #16.

16. All vacation earned between July 1 and June 30 of each year should be used prior to June 30 of the following fiscal year, except that all twelve-month employees:

   a. May accumulate (bank) their accrued vacation days annually up to a total of one hundred sixteen days (116) vacation days. Days in excess of 116 vacation days will be added to the employee’s personal leave bank as they accrue.

   b. Employees hired on or after July 1, 2018, may accumulate (bank) their accrued vacation days annually up to a total of fifty days (50) vacation days. Days in excess of 50 vacation days will be added to the employee’s personal leave bank as they accrue, and

   c. For employees hired on or after July 1, 2018, the unused paid leave accumulation eligible for payout at the time of severance from the District shall be capped at 100 days.

   d. The District will automatically place employees unused vacation days in first, the employees vacation bank (up to 12 days) and then in the employees leave days, unless the employee requests in writing a specific split of unused vacation for that one year.

Located at: LEAVES OF ABSENCE – SECTION 18 – Paragraph A. – (page 18-1) add the following language (identified in red ink) at the end of Paragraph A.

A. The District expects each employee to be at work as much as possible so that the mission of the District can be accomplished. Paid leave is provided to accommodate serious circumstances that prevent an employee from being at work, not to allow work to be missed for routine purposes. Each employee must be aware of the detrimental impact on productivity, morale, and the educational success of our students that results from the disruption to the educational process that occurs when
s/he is absent from work. The District also expects the employee to save as much leave as possible in anticipation of future emergencies requiring weeks or months of time off; this is why the District allows the unlimited accumulation of paid leave and the conversion of some unused vacation days to paid leave. For employees hired on or after July 1, 2018, the unused paid leave accumulation eligible for payout at the time of severance from the District shall be capped at 100 days and the unused vacation days shall be capped at 50 days.

**Negotiated Agreement for Administrators**

**ADMINISTRATOR BENEFITS** – **Section VII ABSENCE FROM WORK** – add the following language (identified in red ink) to the end of paragraph D.

D. Each administrator shall earn one day of paid leave allowance for each twenty (20) contract days, or major fraction thereof. A minimum of twelve (12), thirteen (13), or fifteen (15) days paid leave will be available for use by each administrator at the beginning of and depending on the contract period. Beginning with the 1997-98 school year, each administrator shall receive an additional five (5) paid leave days to be added to the leave allowance at the beginning the contract year. To be eligible for these advances, the administrator must be on duty the first contract day or have an excused absence. If the administrator leaves the employ of the District before the end of the contract period during which this advance would have been earned, s/he will have the final paycheck reduced by the amount of pay received for paid leave days used but not yet earned. Each 12 month administrator will accrue 20 leave days annually. Each 10 month administrator will accrue 18 leave days annually. The unused portion of such allowance shall accumulate from year to year without limitation.

**ADMINISTRATOR BENEFITS** – **Section IX PAYMENT FOR UNUSED LEAVE AND VACATION** – add the following language (identified in red ink) to paragraph A.

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 day 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.

For employees hired on or after July 1, 2018, an administrator with continuous satisfactory service at the time of termination, resignation or 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 day rate of pay during the final year of employment. Note: For employees hired on or after July 1, 2018, this provision does not apply unless the employee has worked the full contract for the District for at least the last three (3) consecutive years.

1. For employees hired on or after July 1, 2018 unused paid leave eligible for payout at the time of severance from the District shall be capped at 100 days. Employees shall receive a financial payment equivalent to the negotiated rate (currently 45%) of the accumulated unused paid leave times the duty day rate of pay during the final year of employment.

2. Unused vacation days shall be paid to the administrator at 100% of daily rate of pay. For employees hired on or after July 1, 2018 unused paid vacation days eligible for payout at the time of severance from the District shall be capped at 50 days. Also, unused vacation days will be paid to an administrator at 100% of daily rate in case of:
   a. RIF without recall and
   b. Change in work year to less than 12 months.

3. For employees hired on or after July 1, 2018 leave days shall be accumulated indefinitely for normal use (ie: FMLA, approved medical leave, short term personal leave as approved by the District) but capped for purposes of payout as outlined above.

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.)

XIII. VACATION

A. A twelve-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. For employees hired on or after July 1, 2018, leave days shall be accumulated indefinitely for normal use (ie: FMLA, approved medical leave, short term personal leave as approved by the District) but capped for purposes of payout as outlined below.

B. All vacation earned between July 1 and June 30 of each year should be used prior to June 30 of the following fiscal year, except that a twelve-month administrator:

1. May accumulate (bank) their accrued vacation days annually up to a total of one hundred sixteen days (116) vacation days. Days in excess of 116 vacation days will be added to the employee’s personal leave bank as they accrue.

2. Employees hired on or after July 1, 2018, may accumulate (bank) their accrued vacation days annually up to a total of fifty days (50) vacation days. Days in excess of 50 vacation days will be added to the employee’s personal leave bank as they accrue, and

3. For employees hired on or after July 1, 2018, the unused paid leave accumulation eligible for payout at the time of severance from the District shall be capped at 100 days.

B. A twelve-month administrator hired on or after July 1, 2018 will earn paid vacation at the rate of 1.916 days per month up to an annual maximum of twenty-three (23) days.
C. For employees hired on or after July 1, 2018 all vacation earned between July 1 and June 30 of each year should be used to June 30 of the following fiscal year, except that a twelve-month administrator (Note: For employees hired on or after July 1, 2018, this provision does not apply unless the employee has worked the full contract for the District for at least the last three (3) consecutive years):

1. may accumulate (bank) up to half of their accrued vacation days annually up to a lifetime total of fifty (50) vacation days, and

2. that an amount of unused vacation not to exceed twelve (12) days may be added to the employees leave days.

June 25, 2018