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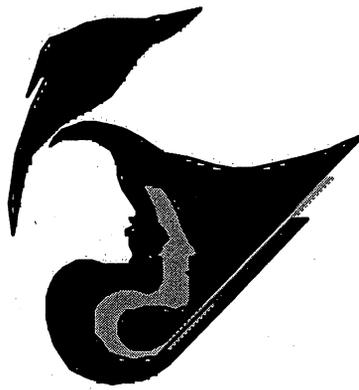
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# PROFESSIONAL AGREEMENT

for 2003-2004

830213  
7/1/03 - 6/30/05  
82pgs



Phoenix Union High School District No. 210



# **PHOENIX UNION HIGH SCHOOL DISTRICT**

*Center for Educational Services – District Administrative Offices*

*4502 North Central Avenue*

*Phoenix, Arizona 85012*

## **GOVERNING BOARD**

David Silcox, President

Wilbert Hill, Clerk

Harry Garewal, Member

Gary Peter Klahr, Member

Michael Lujan, Member

Linda Abril, Member

Doug Thomas, Member

—

## **SUPERINTENDENT**

Raj K. Chopra

—

## **INTEREST BASED TEAM**

Nancy Oyen

Nora Gutierrez

Shirley Filliater, CTA

Cindy Gray, CTA

Mary Jo Hilpert, CTA

Claire Hurlburt, CTA

Del Sanchez, CTA

—

## **CLASSROOM TEACHERS' ASSOCIATION OFFICERS**

Shirley Filliater, President

Liz Kally, Vice President

Sally Claypool, Secretary

Carla McMannaway, Treasurer



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# PROCEDURES

## INDIVIDUAL EMPLOYEE RIGHTS

### Citizenship Rights and Equal Employment Practices

Employees shall be entitled to full rights of citizenship. 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, handicapping 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.

### **DUE PROCESS FOR EMPLOYEE DISCIPLINE**

#### Discipline Without Just Cause Prohibited

The Employee Conduct/Discipline Handbook 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 Employee Relations Office.

All materials placed in the employee's file and originating within the district shall be available to the employee for review upon request 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

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 judgment 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 supportive 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 proceedings 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 is 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 within 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 or 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 department chairperson to be present. 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 the 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 deviation, psychological or physical problems indicate that s/he should be given special attention.

### **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 or group of teachers asserting a grievance.

#### **Definition of an Aggrieved Person**

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 proceedings 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 party 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 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.

### **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 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 processing 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 educational unit supervisor may request a conference prior to 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 or 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 judgment on the merits of the alleged grievance. If the CTA decides either that the alleged grievance lacks merit or 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 five (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 is 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 judgment 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 of recognized competence.
- D. 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 or the Federal Mediation and Conciliation Service for assistance.
- E. 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.
- F. The arbitrator 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 hearings or, if oral hearings have been waived, from the date the final statements and evidence are submitted to him/her.
- G. 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 statutes.
- H. 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.
- I. All costs for the services of the arbitrator shall be shared equally by the Governing Board and the CTA.

## **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 chair. 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 Employee Relations 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 is 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 act or 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 appeal 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 or 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 submitting 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 (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.

### **Reprisals Prohibited**

Reprisals shall not be taken against any teacher or any other participant in the appeal procedure 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 that 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 Employee Relations/Legal Services 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 posting 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 the 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

Those who are identified under the definition of "teacher" or "interim teacher" as well as JROTC teachers, school nurses and athletic trainers 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 annually 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 the 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 teacher members 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 writing 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 established 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 release 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 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 implementation 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, modification, elimination, or adoption as part of the regular program of study to the Assistant Superintendent for Instruction and Accountability.

### 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 Assistant Superintendent for Instruction and Accountability.
- C. Off-campus small school environments which employ fewer than seven teachers:
  - 1. Since multiple certifications or areas of expertise may be necessary, the teachers hired for this type of site will not necessarily be hired in seniority order but will be hired according to the process detailed below.
  - 2. An informational flyer, as agreed to by the Small School Environments Committee, will be distributed to all District teachers describing the new school and the qualifications necessary for the teaching staff.
  - 3. An informational meeting will be scheduled, and teachers interested in working at the new school will be encouraged to attend.
  - 4. The Small School Environments Committee shall prepare an application for interested teaching candidates. To be considered, a teacher must complete the written application which will request information regarding the candidate's teaching certificates, areas of expertise, strengths and weaknesses in academic areas, teaching experience, team teaching experience, and other areas pertinent to the specific school site. A teacher on a remediation plan is not eligible to apply.
  - 5. An interviewing committee of six or fewer members shall be mutually agreed to by the Director of Small School Environments and the CTA President, in consultation with the appropriate Director of Employee Relations. At least half of the interviewing committee shall be teachers.
  - 6. Applicants will be asked to participate in an informal, interactive group interviewing process for approximately one hour. Each group shall include no more than ten applicants, and applicants will be asked questions pertaining to the qualifications necessary for the team of teachers at the specific school site. Applicants will be given the opportunity to informally share any other pertinent information. Two or more teachers may request to participate together in the interviewing process and are encouraged to do so if they would like to be considered as a team to teach at the school. As part of the process, applicants will be asked to type a brief written response to a question pertaining to the school or the interviewing process.

7. The process described in this section shall be used for hiring the initial staff at a new off-campus small school site which employs fewer than seven teachers and for filling any vacancies which occur.
8. The interviewing committee, after considering the written applications and the group interviewing process, shall decide by consensus which teachers shall be recommended to the Employee Relations Division for positions at the school.
9. Should the interviewing committee, after completing the group interviewing process, agree through consensus that there are not enough in-district applicants to meet the required qualifications of the teaching staff, the position shall be open to out-of-district applicants who shall be expected to participate in a similar application and interview process as described in this section.
10. Due to the design of the school and the limited staff, it may be impossible to honor all Professional Agreement language at a small school environment which employs fewer than seven teachers. The Small School Environments Committee, the CTA President, and the appropriate Director of Employee Relations shall approve, through consensus, any deviations from the Professional Agreement for each site.

D. Off-campus small school environments which employ seven or more teachers:

The Small School Environments Continuing Joint Committee shall recommend a framework design for any off-campus small school environment which employs seven or more teachers. Teachers shall be assigned to such a school following the normal reassignment procedures, and Professional Agreement language shall be in effect unless other arrangements are agreed to through the meet and confer process.

E. On-campus "schools within schools" or other on-campus alternatives:

The Small School Environments Committee is, in consultation with the Assistant Superintendent for Instruction 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.

#### **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 the 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.

### 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 the 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 decision-making process at the unit level.

### Membership

Each department shall have the opportunity to select a representative to the School Improvement Team (SIT). The CTA Unit Chair shall be a member or ex-officio member of the SIT.

The School Improvement Team, in conjunction with the principal, shall reach consensus in naming a member each year to serve as SIT Chair. The team will determine the structure and membership of the Steering Committee for SIT.

### Recommendations

Recommendations from the School Improvement Team shall be discussed with Campus Committee prior to implementation.

A summary of SIT recommendations shall be distributed to the staff.

### Budget

The School Improvement Team shall be apprised of the SIT and Staff Development budget allotted to it and shall recommend its use, subject to the principal's final approval.

### District Advisory Board

An advisory board that includes SIT chairs from each campus shall be established. This board shall select a district SIT chair from its members.

The advisory board shall determine a meeting schedule. The agenda for this meeting shall be determined by the district SIT chair.

# 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 department chair, prior to determining staffing needs. Prior to the job fair, the Employee Relations office 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 department chairperson regarding the subjects/assignments 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. The department chair, the principal and another administrator selected by the principal shall develop a departmental schedule based upon consideration of the teachers' stated preference, professional preparation, teaching 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 department chair and the principal and appeal for a change in assignment. Within seventy-two (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 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 preparations per semester. There may be situations in some departments where they will be assigned three 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 preparations. The request shall be made, in writing, to the department chair, 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 preparations and no more than two classrooms during their first year in the district, except for unusual circumstances. A teacher may choose to have more than three preparations if the only other option is a reduction in teaching periods for the teacher.
- H. Any assignments in addition to the normal teaching schedule during the regular school year, including Adult Education courses, Driver Education, extra duties enumerated in Schedule F, other than those enumerated in the teachers' contracts, 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 (department chair), 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 Extended School Operations 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.
- K. The Director of Certificated Personnel, 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 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 and, with the exception of those with a release period, will be asked if s/he wants to be considered.
2. The assignment shall be for one semester or its equivalent on a block schedule.
3. Selection for the assignment shall be based on per period seniority of qualified applicants.
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 as follows.
  - a. In the event this emergency situation continues second semester, the position will first be opened to all department applicants, by per period seniority, 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.
  - c. The position will next be offered, by per period seniority, to all who had .2 assignments during first semester.
5. A qualified applicant shall not be on remediation.
  6. 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 rather than with an addendum contract and will be calculated as defined below.
  7. 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. Final decisions will be made by the Assistant Superintendent of Instruction and Accountability.
  8. Exceptions to these procedures, due to unusual circumstance, may be made by mutual agreement between the Director of Certificated Personnel and the CTA President.
- 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 five. The teacher will not accrue additional leave days nor receive 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 does not perform the work. 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 days and has been given pay for no fewer than two days for supporting the students and the new hire in the transition to the new teacher.

**Request for Reduced/Increased Assignment**

- A. A teacher with continuing status may elect to have his/her assignment reduced to an .8 or .6 assignment or .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. Such reduction in assignment shall be for a period of no less than one semester and may be renewed annually at the teacher's option.
- B. The teacher shall inform the principal of his/her intention to reduce and/or increase his/her assignment by October 15 for second semester and by March 1 for first semester or a full year. If unforeseen circumstances arise after the specified date, requests for reduction/increase in an assignment may be approved by the principal or educational supervisor after reviewing the circumstances involved.
- C. An Athletic Trainer position is a full-time job based on student need and Professional Agreement language which allows teachers with continuing status to request reduction to part-time does not apply to Athletic Trainers.

## 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 vocational 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 or who works with emergency certification only does not establish a seniority date, does not 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 Employee Relations 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 each year 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 Employee Relations 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 Employee Relations Division will develop transfer, reassignment, surplus, and reduction-in-force procedures based on seniority.
- F. Before any reassignments occur, the Employee Relations Division will have posted, in the office of each school or department, a Seniority List for each department/program which includes all teachers on the Reassignment List. A copy of this List will be provided to the CTA office and will be updated with the CTA as changes are made.
- G. If a teacher is given a preliminary notice of RIF and wishes to be included on other Seniority Lists where s/he has met North Central and/or State certification or endorsement requirements, the teacher will send a declaration and documentation of such additional competency to the Employee Relations 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.
- H. A listing of all Seniority Lists and requirements will be available in the Employee Relations Division office and in each principal's office by February 1. A copy of this listing will be provided to the CTA office and will be updated with the CTA as changes are made. A copy of this listing will be sent to each teacher when s/he is notified of being reduced-in-force.

### 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 registration/membership.

#### **Declaration of Campus/Departments Prior to RIF/Surplus**

- A. Prior to identifying those teachers who will be surplusd or reduced-in-force, the principal may, with consensus of the CTA Unit Chair and any teacher directly affected, make such interdepartmental changes that will reduce the number of split assignments between campuses.
- B. Prior to identifying those teachers to be surplusd or reduced-in-force, a teacher with an assignment between two 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 and as a courtesy to the teacher, s/he shall be considered a member of the original department and may not declare otherwise.

### **Exemptions from Surplus**

- A. The principal/designee or educational unit supervisor shall meet with the department chair 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 departmental needs.
- B. In addition to the provisions of paragraph A, the principal may exempt up to three (3) teachers. No more than three (3) exemptions may be used in any one 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. Department chairs shall not be exempt from consideration as surplus teachers.
- C. Prior to any department meeting to identify the surplus teacher(s), the principal will have identified the teacher(s) exempted from surplus. In addition, the principal will have transmitted to the CTA unit chair and to the department chair(s) for distribution to department members the name(s) of the teacher(s) exempted and the reason(s) for their exemption.

### **Declaration of Surplus**

- A. 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.
- B. If there are no volunteers, the department member with the least seniority, excluding the exempt teacher(s), will be declared surplus.
- C. A teacher identified as surplus shall have his/her name placed on the Reassignment List.
- D. The teacher selected for surplus shall have the right to appeal first to the principal, and if not satisfied, then to the Assistant Superintendent for Instruction and Accountability, whose decision is final.

### **Reassignment Categories**

There are eight (8) reassignment categories:

#### **1. Teacher Initiated Campus Reassignment (TICR)**

The teacher who wishes reassignment to another campus must attend a job fair. No teacher-initiated campus reassignments will be accepted for implementation for the second semester.

#### **2. Teacher Initiated Area Reassignment (TIAR)**

The teacher who wishes reassignment to a new teaching area shall:

- A. Have on file in the Employee Relations Division official transcripts verifying that s/he has met, at minimum, North Central qualifications to teach in the new area and Special State Certification and/or endorsements in areas which require such, and interview for any desired vacancies following the reassignment meeting.
- B. Teachers seeking area reassignment will be able to apply for any positions that open, up to two weeks prior to the start of the contract year. For positions that open after June 5, 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.

An Athletic Trainer may apply for other jobs for which he/she may be qualified and, if selected into another "teaching" job, will not lose seniority. An Athletic Trainer who is reduced in force (RIF'd) may not automatically roll into other teaching areas for which he/she is qualified but may apply.

**3. Teacher Initiated Reassignment Surplus (TIRS)**

This is a voluntary request of a teacher to be identified as surplus within a department. During the department meeting to identify a surplus teacher, any teacher may request up to two days to consider the decision to volunteer. This teacher will be placed the same as an IRS below.

**4. Involuntary Reassignment Surplus (IRS)**

An IRS teacher is one who has been identified as surplus under the surplus teacher identification procedure.

**5. Superintendent Initiated Reassignment (SIR)**

The Superintendent may reassign a teacher to a new assignment. In any reassignment of this type, the Superintendent shall transmit to the teacher the reasons, in writing, at the time of the reassignment with notification of the reassignment to the CTA office.

A SIR may place his/her name on the reassignment list to be eligible to participate in the next reassignment process, but cannot return to the educational unit where the SIR was originated without Superintendent approval.

**6. Return from Extended Leave of Absence (RELA)**

A RELA teacher is one who has been on leave of absence from his/her school for more than two semesters or a special program area teacher holding no additional secondary certification on leave of absence from his/her school for more than four semesters and is no longer automatically reassigned to the same unit from which s/he took his/her leave. A RELA teacher will be placed on the reassignment list.

**7. 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 hired new to the District after the first thirty (30) days of any semester, those who took the place of teachers on leave of absence 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.

**8. CES - To Be Assigned (TBA)**

A CES-TBA is a person not assigned a position during the reassignment process and assigned to CES for future placement. This teacher could be placed for a minimum of one week (Monday through Friday) per campus as a roving guest teacher.

**Campus Committee Designation of Positions**

Annually by October 31st, the Campus Committee at each site may identify no more than five (5) positions which, if a vacancy occurred, would be filled through interview. The Campus Committee is to submit written rationale for positions to be interviewed. Rationale is to be based on program and curricular needs. Rationale for positions to be filled by interview shall be reviewed for approval or disapproval by November 10th, by a committee to be made up of the CTA President or Designee, a Personnel Director, and a Curriculum Director. If approved, these positions will be filled prior to the reassignment meeting if possible. If not they still will not be posted at the reassignment meeting.

All vacant positions indicated as "Interview" positions, must be posted at least five days to in-district applicants only. All interviews of in-district applicants for these vacant positions must be completed and applicants notified of results prior to any reassignment meetings. Any teacher in the same content area as the vacant position may apply by completing an interview request form and returning it to Employee Relations at CES.

## Interview Process

1. Composition of interview team
  - Administrator
  - Teacher from department - elected by department if available
  - CTA Unit Chair/designee - if applicant is a district employee
  - Team teacher, if applicable and available
2. No interview team member may be under remediation per district evaluation.
3. The same interview team and CTA representative will interview all applicants for a position through the end of each school year.
4. All qualified in-District applicants must be interviewed using an interactive process.
5. Applicants must provide documentation (teaching certificate/transcripts) prior to interview. Applicants are encouraged to bring additional documentation of qualifications to the interview. Credentials will be verified by a site administrator or qualified designee. Credentials will not be reviewed by other committee members.
6. All in-district applicants will be notified of interview results.
7. Acceptance of a position will be final.

## Reassignments

### Job Fair for All Teachers

- A. Teachers sign up for TICR (Teacher Initiated Campus Reassignment) by attending a district "Job Fair." The "Job Fair" is meant to be a reciprocal information meeting for all parties concerned: potential transfers learn about individual sites and their programs, the site representatives learn about the transferring teachers' needs and qualifications.
  1. The job fairs are held at central locations, accessible to all participants. The appropriate Director of Employee Relations and CTA President will determine dates for the job fairs.
  2. The job fair is held after class time to minimize classroom disruption.
  3. Each campus must be represented at the job fair.
  4. Each campus chooses personnel to disseminate information about the programs, focus, mission, restructuring plan, staffing needs, philosophy, and other factors that make that campus unique.
  5. Teachers use the occasion of the job fair to sign onto a transfer list.
  6. Attendance at the job fair is required for any teacher seeking reassignment as a TICR.
  7. Placement on the reassignment list in lieu of attendance at the job fair "due to unusual circumstance" must be approved by the CTA President and the appropriate Director of Employee Relations.
  8. Prospective teachers may attend the job fair.
- B. A teacher who received a preliminary notice of inadequate classroom performance is not permitted to request a campus or area reassignment or apply for a TOA position until the assessment and evaluation process has been completed.
- C. Voluntary transfers will not be permitted for any employee who has been disciplined within the last three years for matters regarding inappropriate conduct involving students.

### Reassignment List

- A. There shall be one District Reassignment List per subject or service area or special program area.
- B. To be reassigned, a teacher must have his/her name appear on the Reassignment List.

- C. A teacher may be reassigned under the provision Superintendent Initiated Reassignment (SIR) without his/her name appearing on the Reassignment List.
- D. Each department/program Reassignment List will show teacher name, type of reassignment status, and date of hire in seniority order.
- E. A copy of the Reassignment List will be posted in each school/educational unit and will be provided to the CTA office.

#### **General Guidelines**

- A. A teacher may not be assigned to an area for which s/he does not meet North Central and/or State Certification requirements.
- B. When a teacher is involuntarily reassigned 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 thirty (30) 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. If a position (which had previously been declared a surplus position) opens at a campus up to thirty (30) days after the opening of school or the beginning of a semester, the TIRS (Teacher Initiated Reassignment Surplus) or IRS (Involuntary Reassignment Surplus) teacher reassigned from that campus and department shall be returned to that campus and department if the teacher signed the summer reassignment form at the reassignment meeting and the Employee Relations Division did not later receive a written notification from the teacher that he/she no longer desired to be returned to that campus. If there is more than one teacher in these categories, the one with the most seniority will be given priority.
- D. Vacancies which occur within the first thirty (30) 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 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 and that volunteers are being sought. Should volunteers come forth, the most senior volunteer shall be assigned TBA status. Should no volunteers come forth, then the teacher with the least seniority in that subject/service area/special program area District-wide shall be assigned TBA status before the reassignment meeting thereby opening up vacancies for more senior teachers attending that meeting.
- F. Teachers who are CES-TBA and not placed in teaching positions shall be offered teaching positions for which they are qualified in the order of their seniority throughout the school year.
- G. If there are no teachers surplused from the campus at which the vacancy exists, then the position shall be filled by teachers on the Reduction-in-Force list.
- H. If there are no teachers on the Reduction-in-Force list, then the position shall be filled with an interview process.

#### **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. Each surplus teacher will meet with the CTA President/Designee and Director of Certificated Personnel to name, in priority order, up to three positions he/she would like to be considered for. The teacher will show information relevant to qualifications and other documents that may be helpful in determining placement. The CTA President/Designee and the Director of Certificated Personnel shall decide prior to

the reassignment meetings, the final placement of surplus teachers, based upon teacher-indicated preferences. If all else is equal, seniority will be the determining factor.

Teachers who are dissatisfied with their placement may request placement on the TICR reassignment list for that same year.

Surplus teachers, who wish, may sign a summer reassignment form to be returned to their original school if an opening occurs:

- Until the first day of the regular contract year or
- Until the first day students attend school in the fall or
- Through the first thirty (30) school days.

### Reassignment Meetings

#### Notification of Reassignment Meetings

- A. Each year, after March 1, there will be one reassignment meeting which will be planned and organized by the Executive Director for Employee Relations/Legal Services designee and the CTA President.
- B. At least one (1) week before a reassignment meeting, the Employee Relations Division shall have sent to each teacher on the Reassignment List notification of the location and time of the Reassignment Meeting.
- C. Between the notification of the Reassignment Meeting and the actual meeting, teachers on the Reassignment List are encouraged to contact principals and department chairs to learn more about the positions available. Representatives from all sites with openings may be available during the hour prior to each reassignment meeting and during each reassignment meeting to explain posted assignments.
- D. Teachers in the categories of RELA and TBA will be reassigned at the reassignment meeting. Teachers who are CES-TBA will be reassigned at the reassignment meeting if enough jobs are available.

#### Attendance or Proxy at Reassignment Meeting

- A. Each teacher on the Reassignment List will be expected to attend or send a proxy to the Reassignment Meetings or withdraw his/her name from the reassignment list at any time prior to the reassignment meetings by notifying the Director of Certificated Personnel in writing.
- B. A teacher planning to send a proxy to the Reassignment Meeting must send the Phoenix Union High School District Proxy Statement to the Employee Relations Division. This statement must be received no later than two (2) days prior to the date of the Reassignment Meeting.
- C. If an emergency occurs within the two (2) days prior to the date of the Reassignment Meeting, a teacher who is unable to attend the Reassignment Meeting and who has failed to send the Proxy Statement to the Employee Relations Division, will contact the Employee Relations Division and will verbally authorize a proxy.
- D. If a teacher (or proxy) fails to attend the Reassignment Meeting, it will be assumed that an emergency has occurred which has made it impossible for the teacher to contact the Employee Relations Division. In this case, the TICR will retain his/her current assignment. All others will be assigned by the Employee Relations Division with input from the CTA President.

## The Reassignment Process

- A. Teachers on the Reassignment List shall be offered all position vacancies at requested sites for which they qualify and for which they are eligible based upon their reassignment status in the order of their seniority. A TICR and TIAR shall be offered a position only when a position exists at a site s/he has requested.
- B. A list of all vacancies showing FTE (Full-Time Equivalent) and, as accurately as possible, the specific teaching assignments shall be posted at the Reassignment Meeting. The list will be reviewed by the CTA President and the Director of Certificated Personnel.
- C. The specific assignment of a TICR who accepts a new assignment at the Reassignment Meeting shall be added to the list of position vacancies for the purpose of reassignment, except for interview only position.
- D. A teacher, when offered a position or positions, may select a position or may elect to decline (pass) or may elect to pass to specific site(s).
- E. A teacher may select a position according to the following guidelines:
  - 1. A teacher may select a full-time position at one school.
  - 2. A teacher may select a part-time position at one school as a reduced assignment (contract).
  - 3. A teacher surplus part-time from a campus may select an additional part-time position at another campus enabling the teacher to remain part-time at his/her current campus.
  - 4. A teacher may select a combination of part-time assignments at no more than two (2) schools providing the assignment results in a full-time assignment or providing the teacher requests a reduced contract if the combination results in less than a full-time contract.
  - 5. At the Reassignment Meeting no full-time position may be split, and throughout the reassignment process every effort will be made to minimize split assignments between campuses.
- F. A teacher may elect to decline (pass) a maximum of two (2) times.
  - 1. A teacher whose status is TICR must accept a position offered the third time his/her name is called or remain at his/her current assignment.
  - 2. A teacher whose status is RELA, or TBA must select a position offered the third time his/her name is called or will be required to accept an administratively assigned position from the remaining vacancies .
- G. Each time a new position is posted, the most senior teacher on the Reassignment List who is eligible, based on his/her reassignment status and qualifications, shall be offered the position and the process will continue with those teachers remaining on the Reassignment List.
- H. A decision to accept a position at reassignment is final for any TICR. At the end of the reassignment meeting, any TICR who did not accept a new position and who did not pass two (2) times may sign the summer reassignment form provided by the Employee Relations Division. Signing the summer reassignment form commits the teacher to taking a position should an opening occur at the teacher's requested campus(es).
- I. On the summer reassignment form, the teacher will indicate the sites to which s/he will accept reassignment for the next school year if an opening occurs after the reassignment meeting through the first contract day of the fall semester. The teacher may withdraw this form at any time prior to being assigned to a new position.
- J. If an opening occurs after the reassignment meeting, the most senior teacher requesting that opening will be reassigned to that site. The teacher will be contacted by phone (if possible) or sent written notification of his/her reassignment.

- K. A teacher who signs the summer reassignment form and is not reassigned will remain in his/her current assignment until/unless an opening occurs at a campus requested and is also eligible for interview positions, following the guidelines in the section titled "Remaining Position Vacancies."
- L. A teacher who does not sign the summer reassignment form and did not accept reassignment will remain at his/her current assignment and is eligible for interview positions.
- M. Teachers not placed during the reassignment process because there were fewer positions available than teachers to be placed shall be assigned to CES in seniority order in their teaching area.
  1. As openings occur following the reassignment meeting, teachers on the CES-TBA list shall be offered positions in seniority order (most senior first) until the opening day of the semester.
  2. Teachers on the CES-TBA list not assigned in process #1 above shall be given other duties that enhance student learning on a per period basis to be assigned by Personnel and the Principal on the campus to which they are assigned.

### **Filling Positions Which Remain After the Reassignment Meeting**

Openings remaining after the reassignment meeting will be filled following the procedures below.

- A. Openings that occur after the reassignment meeting will be available for any TICR who did not accept a position, did not pass two times, and who signed a summer reassignment form at the reassignment meeting. On the summer reassignment form, the teacher will indicate the sites to which s/he will accept reassignment for the next school year if an opening occurs after the reassignment meeting through the first contract day of the fall semester.
- B. RIF/Recall  
Following the reassignment meeting and prior to advertising any new openings, teachers on the RIF/Recall list shall be recalled in seniority order to a position for which they are qualified.
- C. In-district Interview Window  
Positions that remain open after RIF/recall and those that become open within ten school days of the reassignment meeting will be made available to all interested in-district applicants prior to being advertised outside of the District. In-district applicants will interview for these positions with the principal/designee and the appropriate department chair/designee following the process outlined below.
  1. All qualified in-district applicants must be interviewed through an interactive process.
  2. Applicants must provide documentation (teaching certificate/transcripts) prior to interview. Applicants are encouraged to bring additional documentation of qualifications to the interview. Credentials will be verified by a site administrator or qualified designee. Credentials will not be reviewed by other committee members.
  3. All in-district applicants will be notified of interview results.
  4. Acceptance of a position will be final.

### **Remaining Position Vacancies**

Following the reassignment process, RIF/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 weeks prior to the start of the contract year. For positions that open after June 5, 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. Once the applicant is called by the school to arrange an interview, the applicant must contact the school within twenty-four (24) hours to

schedule an interview, weekends and holidays excluded. 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.

### **Instructional Specialist Assignment**

Instructional Specialists shall be selected through a district wide interview process specified below. The number of Instructional Specialists employed by the district at any time will be determined by campus need and current budget constraints. Instructional Specialists shall serve in that position for three years. At the end of the three-year period the position shall be reopened for application district-wide, and qualified district employees, including instructional specialists, may apply. The position shall be filled following the district-wide interview and selection procedures described below.

During the three-year term of assignment, the Instructional Specialist shall be evaluated yearly by the principal or designee. The evaluation shall take into consideration feedback from participants in campus staff development activities throughout the year.

If an Instructional Specialist vacancy occurs at a school after the spring reassignment meeting, the position shall be advertised in district.

### **Instructional Specialist Interview Process**

- A. Application packages shall include:
  - A copy of the job description
  - Information on required documents to be submitted
  - The format of the interview process
  - Selection process criteria and timelines
  - A form for applicants to indicate their top three campus choices if more than two openings exist.
- B. Following the initial screening of applications, qualified candidates will be informed of interview times, date, and location. Applicants who do not meet initial qualifying standards shall be notified of such.
- C. The principal or designee and the CTA unit chair or designee of each campus with an opening will reach consensus to select the campus teacher rep for the interview team, subject to the approval of the Assistant Superintendent for Instruction and Accountability. The principal and the selected teacher rep will participate in the district-wide interviews.
- D. The interview team for the participating campuses will be given the opportunity to submit suggestions for interview questions and guidelines for the performance assessment to the Curriculum Division.
- E. The Curriculum Division interview team shall consist of the Assistant Superintendent for Instruction and Accountability or designee and the Title Director.
- F. Interviews shall be composed of a structured 20-minute question and answer session, followed by a 20-minute lesson demonstration.
- G. A minimum score will be set which a candidate must meet in order to be considered eligible for a position.
- H. Campus teams will reach consensus on and submit a list of their top three candidates.
- I. The Curriculum Division will take into account the campus and applicant preferences in making assignments.

If an Instructional Specialist vacancy for the coming school year exists on a campus at the time of the Job Fair, it shall be made available at the reassignment meeting. Other instructional specialists who wish to transfer may, in seniority order, take positions available. Unfilled positions for the coming year shall be posted in-district and filled following the interview process described above. If positions remain unfilled following the initial round of interviews, they shall be re-advertised in-district until filled.

Nothing in this process will prevent the Instructional Specialist from seeking reassignment in his/her subject area, following timelines outlined in the Professional Agreement.

#### **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 qualifications for the newly created position to the Executive Director for Employee Relations/Legal Services who, if the position is authorized, will contact the CTA President to invoke the process specified in this agreement for creating the necessary job description after the job description has been written. The Executive Director for Employee Relations/Legal Services and the CTA President shall reach agreement on the classification of the newly created position in one of the following categories:

1. Placement on an existing seniority list.
2. Qualifications as a teacher on assignment or special campus assignment. (Selection procedures are listed elsewhere in this agreement.)
3. 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 elapsed, positions will be filled following the existing reassignment procedures.

#### **Staffing Newly Created Teaching Positions**

A teacher who wishes to apply for a newly created teaching position shall:

1. Have on file, in the Employee Relations Division, official transcripts verifying that s/he met, at minimum, North Central qualifications in the area and
2. Agree to be interviewed by an administrative team of one principal, the Assistant Superintendent for Instruction and Accountability or designee from the Curriculum Department, the Director of Certificated Personnel, 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 days after all interviews are completed, Employee Relations 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 Employee Relations Division within five 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 certified teacher who is performing functions in lieu of his/her regular teaching/service/special program area assignment. The teacher must have at least three years of teaching experience, with the year prior to the TOA assignment having been served in the District.

- 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 Employee Relations Department and shall be reviewed at least every three years and revised as necessary. Copies of all TOA job descriptions shall be sent to the CTA office.
- B. All TOA positions shall be advertised within the District by posting in the office of each school or department and listing on the job recording service tape for at least ten (10) days before the position is closed. If the position is for a limited length of time, it shall be noted when advertised. A copy of this posting shall be sent to the CTA office.
- C. Only qualified teachers may apply and shall be interviewed. The best qualified applicant as determined through the selection process shall be hired.
- D. A TOA will remain on his/her original seniority list and be noted as a TOA.
- E. If the TOA assignment is for one year or less, the teacher will be returned to his/her former assignment and school upon completion of the TOA assignment. A TOA whose assignment extends beyond one year will be declared TBA upon vacating the TOA position. A TOA serving as the CTA president, will be returned to his/her former assignment and school at the termination of the presidency.
- F. If no District teacher is recommended per the qualifications listed in the job description, prior to posting the position outside the District, the Director of Certificated Personnel shall inform the CTA President regarding the need to hire outside the District.
- G. Teachers in the position of Peer Evaluator, TOA, shall serve in that position for a term of no longer than three years. At the end of the term the position shall be advertised in district. Former peer evaluators may apply for open positions after they have returned to full time classroom teaching for a period of at least one year following a term as a peer evaluator. The selection process for peer evaluators shall include teacher representatives as agreed upon by the CTA President and the Assistant Superintendent for Instruction and Accountability.

### **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 effected, 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 a reduction of educational programs.
  - 4. Consolidation of school districts.

- C. Procedure for determining which personnel are affected by a specific reduction-in-force:
1. The Employee Relations 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 Assistant Superintendent for Instruction and Accountability and the Executive Director for Employee Relations/Legal Services 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 effected.
  4. Seniority shall be the basis for determining which specific personnel will remain.
  5. Teachers who have been given a preliminary RIF notice shall be given twenty-four hours to roll over into another content area in which they are qualified (see Proc. 3-5) in order to protect themselves from RIF.
  6. 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 positions become available.
  7. A list of personnel who are to be laid off shall be presented to the Governing Board for its approval prior to May 1.
  8. 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 Office at the same time.
  9. Non-continuing personnel shall be laid off before qualified personnel holding continuing-teacher status.
  10. All personnel hired specifically for study hall assignments shall be laid off before the reassignment meeting. 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 Employee Relations 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 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 for said semester. All recall rights are automatically reinstated at the end of each semester during the three-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 years.

- B. A teacher dismissed for reasons of economy or lack of pupils 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 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 on lay-off awaiting recall have been provided an opportunity to fill the open position for which they are qualified.
- D. When no position is available for which a person is qualified, s/he shall be given first consideration, based on seniority, and after all TIARs have been offered the position, for any new position or program for which s/he can become qualified prior to the inception of the position or program. Verification of competency and qualification must be presented to the Employee Relations Division prior to the issuance of a contract.
- E. 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.
- F. A teacher awaiting 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..
- G. 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 Employee Relations 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 Employee Relations Division, in writing, to accept a position for them in their absence. The Employee Relations 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 no 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.

#### **PROCEDURES DUE TO SCHOOL CLOSURE/PHASE OUT OR SURPLUS**

- A. The following procedures will be applicable in any year when, for the ensuing year, ten percent or more of the District's teaching staff are affected by school closure/phase out or surplus.
  1. The Reassignment Meeting 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.
  2. All teachers, including those new to the department, shall be consulted by the department chairperson at an open department meeting regarding the subjects/assignments they would prefer for the following year. This consultation shall take place within ten (10) school days after all tenure teachers on the Reassignment List for that teaching area have their new assignments. If all tenure teachers in a teaching area have not been reassigned, a new date will be decided upon by the CTA and the administration. The department chair 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.
  3. The tentative department schedule will be sent to the administration for utilization in the development of the master schedule.

4. In case of a disputed assignment, the department chair 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.
5. If a teacher is still not satisfied with his/her assignment, s/he may appeal.
6. The selection of department chairpersons shall not be made prior to the annual department organizational meeting.
7. The selection of any open schedule F assignment shall not be made prior to the annual department organizational meeting.
8. There will not be any Teacher Initiated Campus Reassignments (TICR) or Teacher Initiated Area Reassignments (TIAR) for the next semester.
9. Newly reassigned teachers who indicate dissatisfaction with their assigned school, shall be contacted in seniority order if/when any positions in their area open, up to thirty (30) days after the opening of schools. The notification of dissatisfaction must be submitted in writing to the Employee Relations Division within five (5) days after reassignment, and must list schools the teacher would accept. The teacher will be given two opportunities only for reassignment, should an opening occur.
10. All teachers hired new to the District for the ensuing year will be placed on the Reassignment List as a TBA at the end of that year.
11. 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 one faculty. Professional Agreement language will be followed in determining surplus and in determining assignments and/or subjects to be taught. Department chairs 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 department chair, 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.
  3. 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.
  4. There will be no Schedule F exemptions during the implementations of consolidation.

## 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 Employee Relations 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 Employee Relations 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 Employee Relations 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 Employee Relations division shall post such vacancies, and include them on the Job Recording Service information line, for at least ten days before the position is closed, except for positions that are not available to current personnel. These positions shall be posted for not less than three (3) days.

- A. Before any reassignment meetings occur, the Employee Relations Division will have posted in the office of each school or department a list of all known teaching vacancies in all programs. A copy of this list will also be provided to the CTA office and will be updated with the CTA as changes are made.
- 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. Ethnic 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 U.S. Army Cadet Command requirements.

#### General Procedures

- A. A completed application form must be on file in the Employee Relations 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
  - 2. personal interviews.
  - 3. 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 Employee Relations 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 department chair, if available, and the principal/educational unit supervisor (or designee), serving as chairperson, shall be involved in interviewing prospective employees and recommending their hire.
- F. Applicants for vacancies in the position of school nurse shall be interviewed 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 educational unit supervisor) will have the primary voice in the selection of personnel.
- I. No official commitment to a prospective employee exists until the Personnel Action Request has been prepared, submitted to, and approved by the Employee Relations Division. The Employee Relations Division will not approve the Personnel Action Request until the applicant has provided the Employee Relations Division with a valid certificate.
- J. Professional staff may be hired with either a Bachelor's or Master's degree. The District requirements must be met for any given position, which include 30 semester hours of credit in the major subject area in most cases.
- K. General certificate, degree and academic preparation requirements for certificated positions are identified in the Handbook of Teacher Qualifications.  
Additional qualifications are identified in the various job descriptions, which are prepared and maintained in the Employee Relations Division office.
- L. To be assigned to a certificated position in this District, an applicant must have a valid Arizona certificate 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 North Central Association 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 Trade and Industry section, the Health Occupations Section of the Vocational Education 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 Employee Relations 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. A teacher may be employed at Metro Tech with either a provisional, basic or standard vocational certificate per the following guidelines:
  - 1. A Provisional Arizona Vocational Certificate is acceptable for initial employment.
  - 2. An Arizona Secondary Teacher Certificate is not a specific requirement.
- P. A teacher employed in the Business Education Department, of the District Vocational Education Program must have not only a valid Arizona Teaching Certificate, but also a valid Arizona Vocational Certificate in Office Education or Marketing Education.
- Q. The minimum requirements for employment in the district as a Teacher Coordinator in Marketing Education, Cooperative Office Education, Industrial Cooperative Education, and Home Economics Related Occupations are a valid Arizona teaching certificate and a valid vocational certificate with a cooperative education endorsement. The required endorsement also would be needed for any other teacher coordinator including those positions which are state or federally funded.
- R. A teacher employed in the Family and Consumer Science Department or the Industrial Technology Department must have not only a valid Arizona Teaching Certificate, but also a valid Arizona Vocational Certificate.
- S. The Employee Relations Department (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/PAR.
  - 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.
- T. 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.
- U. Employees of the District offered contracts of employment shall indicate acceptance of a contract by signing and returning the contract or by acceptance in writing delivered to the Employee Relations Division within thirty (30) days from the date of the contract or contract renewal.

### The Role of the Department Chair

The department chair is an instructional leader and quasi-supervisor who represents the department to campus and district administration, students, feeder schools, and the community at large. As an advocate for the department, the department chair shall respond to the needs of the staff and student population. The department chair shall be an effective collaborator, communicator, and resource for quality instruction.

### Duties of the Department Chair

- 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 department chair 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 Coordinates the administration of District-required testing.
  - 2.3 Assists teachers in addressing issues related to students, classroom instruction, parents, community members, and/or other personnel.
  - 2.4 Facilitates departmental activities to improve instruction and curriculum.
  - 2.5 May assist with implementation of the certified evaluation system.
- 3 Personnel
  - 3.1 Collaborates with administration and staff in 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.

### **Selection of Department Chairs and Managers of Established Programs**

- A. The term of a chair/manager position shall be three school years subject to a satisfactory department chair evaluation. 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. When department chair vacancies occur, the principal and CTA unit chair shall conduct a meeting by February 15 (or when a vacancy occurs) for all members of all affected departments. Requirements for selection shall be reviewed. At this meeting each department shall set a date to elect a department representative.
- C. At the department meeting, a member of the department who is not an applicant for the vacant position shall be elected by secret ballot by members of the department, cluster, or program. The department representative may gather information regarding chair selection from his/her department members.
- D. The principal and the elected representative of the department, cluster, or program shall interview prospective applicants from the department, cluster, or program 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 skills.
  - 5. Demonstrates knowledge of district curriculum and effective instructional practices.
  - 6. Demonstrates initiative and follow-through in implementing activities in their department or program.
  - 7. Demonstrates knowledge and application of the certificated evaluation system.

In the event that the members of a department, cluster, or program cannot agree on a teacher member to meet with the principal, the principal shall appoint a teacher from the department, cluster, or program to serve in that role.

The principal and the teacher member of the interview committee shall reach consensus on a recommendation for the position. The recommendation shall be made by the principal to the Assistant Superintendent for Instruction and Accountability for final approval.

If all teachers in a given department, cluster, or program are applicants for the chair position, the CTA unit chair shall serve with the principal to make the recommendation for the position. This recommendation shall be forwarded to the Assistant Superintendent for Instruction and Accountability for final approval.
- E. All openings shall be advertised on campus by Feb. 15 annually. Selections shall be made and posted prior to March 1. The annual reassignment meeting shall not be held before selections of department chairs. Exceptions may be made at the discretion of the principal in the event that fifty percent or more positions are unfilled within a given department, cluster, or program. Such selections shall be made no later than September 10.
- F. Positions that become available after March 1 shall follow the regular selection and appointment process provided the final selection is made before the reassignment meeting. Persons selected shall serve the full term.

- G. If there are no members of the department, cluster or program willing to be applicants, or if no members of the department, cluster or program are recommended in the above procedures, the position will be advertised District-wide and at the Job Fair or the principal may elect to open the position after the beginning of the following school year, in which case Provision H shall apply and members of the department who applied for the position during the first advertisement shall not be permitted to apply. Applicants must be from an appropriate teaching discipline. The principal shall conduct the interviews and forward the name of the recommended applicant by May 12 to the Assistant Superintendent for Instruction and Accountability for final approval.

The recommended applicant may not be chosen from earlier applicants who were not accepted prior to the position being advertised District-wide. If this applicant is approved, and no opening in the department, cluster or program exists, the surplus procedures in the Professional Agreement shall be followed provided the surplus teacher is notified prior to the reassignment meeting.

- H. Chair/Manager positions vacated after the Job Fair during the school year shall be filled following the regular process for selection and appointment provided a member of the current department, cluster or program is recommended. Persons selected shall serve the remainder of that school year and the two succeeding years. If no member of the department, cluster or program is recommended, the position shall be filled by the principal appointing an acting chair/manager from the department, cluster or program who have not previously applied for the balance of the school year. The position shall be advertised on Feb. 15th and filled following the regular process.
- I. 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 Chapter One Program at the site.
- J. Chair/Manager positions vacated during the summer may be filled by the principal appointing an acting chair/manager from the members of the current department, cluster or program to perform summer responsibilities for which a chair/manager is paid. As soon as possible after school reopens, the department, cluster or program shall convene a meeting to activate the regular process for selection and appointment limited by provision F.

### **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 specific assignments 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. If an additional special campus assignment opens after the others have been advertised, it shall also be advertised to certificated personnel prior to staffing the position.
- C. All special campus assignments shall be made available only to certificated staff currently assigned to the campus who have 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 Executive Director for Employee Relations/Legal Services.)

- D. A teacher interested in a special campus assignment shall have five 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 job recording service tape for at least ten (10) days before the position is closed. Only qualified teachers with at least three 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 Director of Certificated Personnel 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 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 by the principal, and/or unit Athletic Director and a parent of a participant in the affected sport; final recommendation shall be made by the principal. The recommendations of the principal will be sent to the Director of Athletics, Health and Physical Education for approval and submission to the Employee Relations Division. Only a certificated person may be hired as a varsity head coach.

**Step 1**

Positions shall be advertised to all District certified employees by the school's Athletic Director on the District's electronic mail system and left open for ten working days. The advertisement will be placed in mailboxes at the school where the vacancy exists, and all electronic postings will be printed and posted outside the campus Athletic Director's office. Applications will be accepted only from this group of candidates and only if the employee has rights to continued employment in the District. If candidates are considered equally qualified, preference will be given to the on-campus faculty member.

**Step 2**

If no candidate is recommended for hire in Step 1, the coaching position shall be advertised outside the District and in-District applicants who did not apply in step 1 may apply.

**Step 3**

If an applicant for the Varsity coaching position is not satisfied with the recommendation, the applicant has the right to appeal in writing to the director of Athletics, Health and Physical Education. The Director of Athletics, Health and Physical Education will render a written decision with copies to all participating parties within five (5) working days. This decision will be final and no further appeal shall be filed.

- B. Recommendations for assistant coaches shall be selected by the consensus of the principal / designee and the head coach.

**Step 1**

Positions shall be advertised to all District certified employees by the school's Athletic Director on the District's electronic mail system and left open for ten working days. The advertisement will be placed in mailboxes at the school where the vacancy exists, and all electronic postings will be printed and posted outside the campus Athletic Director's office. Applications will be accepted only from this group of candidates and only if the employee has rights to continued employment in the District. If candidates are considered equally qualified, preference will be given to the on-campus faculty member.

**Step 2**

If no candidate is recommended for hire in Step 1, the coaching position shall be advertised outside the District and in-District applicants who did not apply in step 1 may apply.

**Step 3**

Should there be no consensus, each party will submit recommendations with the rationale to the Director of Athletics, Health and Physical Education, who will select a candidate for the position. If an applicant is not satisfied with the selection, the applicant has the right to appeal to the Director of Athletics, Health and Physical Education in writing. The Director of Athletics, Health and Physical Education will render a written decision with copies to all participating parties with five (5) working days. This decision will be final and no further appeal shall be filed.

- 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 year only and must be re-advertised according to the procedures

indicated above. All coaches affected by the procedure shall be so notified at the time of appointment.

- E. If a coaching position becomes vacant within four weeks of the start of the season or during the season, the principal shall recommend to the Director of Athletics, Health and Physical Education 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 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 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 inserviced 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 regarding job performance throughout the year (sponsors) or season (coaches) by administration and head coach, where appropriate. Within three weeks from the end of the season (coaches) or within six weeks from the end of the school year (sponsors), coaches and sponsors shall be given written feedback on the performance agreement stating whether the job expectations had 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 **Cause Removal Procedures** (as follows):
  1. This procedure is separate and apart from evaluation procedures and is separate and apart from procedures specified in the Employee Conduct/Discipline Handbook.
  2. The reappointment or for cause removal of Schedule F contracts will occur of no later than 30 days from the end of each school year.
  3. Coaches or Sponsors may be removed for cause. The seven tests for just cause in the BNA Grievance Guide will be made applicable to just cause determination.

The following criteria are used to determine if management's actions meet a just cause standard:

- a. Was the employee informed of management's rules and expectations?
  - b. Were management's rules and expectations reasonable?
  - c. Was adverse action necessary to maintain orderly, efficient procedures in the organization?
  - d. Was the employee's infraction investigated and were the procedures used fair?
  - e. Has management administered its rules equitably?
  - f. Was the employee given an opportunity to improve his or her conduct/performance?
  - g. Was the imposed penalty reasonable?
4. A hearing officer will be appointed to determine just cause through due process and make a determination of whether just cause exists.
  5. The hearing officer is to be mutually agreed upon from a list mutually developed by the CTA and the district. Expenses are to be shared equally by the district and CTA if the hearing officer cannot be selected from that list due to bias. If just cause is not established removal cannot occur.
  6. Notification of letter of intent for just cause removal with reasons shall be delivered to all parties not less than ten (10) working days prior to the hearing date.
  7. The notification will include the time and place of the hearing, the employee's right to have representation present, to present evidence and to cross-examine witnesses.
  8. The hearing officer's decision of for cause removal is final with no right to be appealed, grieved or arbitrated. Claims of violations of this procedure are grievable. If violations are established, the remedy will be to repeat the above outlined process.
  9. The hearing officer will notify the employee parties in writing of his/her decision to within ten (10) working days of the hearing.
- 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 Director of Athletics, Health and Physical Education, 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.

#### **PUHSD Alternative Certification Program**

If the district has no certified applicant who is qualified per the job description for a certified position, the district shall attempt to fill this position with a candidate who qualifies for an Arizona Alternative Certificate. In accordance with Arizona Board of Education Alternative Certification guidelines, a candidate must:

1. Possess a Bachelor's degree from a regionally accredited institution.
2. Have a passing score on the basic skills section of the Arizona Teachers Proficiency Examination adopted pursuant to A.R.S. 15.203.A.24.

3. Have a major in each subject to be taught from a regionally accredited institution or a minor in each subject area, with the minimum number of hours meeting Arizona Board of Education Requirements to be certified in that subject, and a passing score on a State Board approved exam in the subject area.

A candidate who is selected for employment by the district through the PUHSD Alternative Certification Program will be expected to complete all three phases of the program within one year. No teacher hired with an alternative certificate shall accrue seniority in the district. No alternatively certified teacher may coach, receive any other Schedule F contract, or be paid for substituting in an emergency. If the candidate selected receives guest teacher pay due to delayed timelines of the Arizona Teachers Proficiency Examination, that candidate, upon qualifying with a passing score, will receive pay retroactive to the first day of employment to equal that of a candidate on a regular teaching contract.

### **Phase I**

Each teacher hired with an alternative certificate will be expected to participate in one to four weeks of district-provided training before he/she is given responsibility of a classroom. This training will consist of secondary classroom activities and academic instruction on topics which include knowledge of adolescence, classroom management and instruction, development of curriculum, and foundations of education.

The teacher shall not be paid for Phase I training.

During Phase 1, an Alternative Certification Mentor Team (ACMT) shall be established which will include at least the following:

1. A teacher from the PUHSD Staff Development Program who holds a Basic or Standard Secondary Certificate.
2. A Content Area Specialist from the alternatively certified teacher's school.
3. A representative from the Arizona Department of Education or from a college or university with an Arizona Secondary Certification program.
4. A certificated administrator from the Employee Relations Division. This administrator shall serve as the Chairperson of the ACMT.

The administrator from the Employee Relations Division who is assigned will assist the teacher through the three phases of the Alternative Certification program and evaluate the progress of the teacher at the end of each phase. This administrator shall decide, after a meeting with the ACMT at the end of each phase, if the teacher shall be permitted to continue in the program.

Phase I may run concurrently with Phase II or may be waived if the Alternative Certification Mentor Team so recommends. The ACMT may reach consensus that the candidate may be better served by an emergency certification and expected to finish the hours required for regular certification.

### **Phase II**

Upon successful completion of Phase I including approval from the teacher's assigned administrator, the teacher shall be offered a one-semester contract.

During this semester of employment, the teacher will be expected to continue to participate in training and will also be given the responsibility for a classroom.

The ACMT is responsible for guiding the teacher in his/her efforts to be a successful classroom teacher. The chairperson of the ACMT shall ensure that a team member observes the alternatively certified teacher for a minimum of one full teaching period per week during Phase II.

The ACMT is also responsible for developing an Individual Action Plan (IAP) which will describe the length, development and type of training the teacher is expected to pursue during Phase II and Phase III.

One purpose of the training is to assist the alternatively certified teacher to meet district goals, standards, performances and regulations required of a non-continuing teacher. As the teacher shall be observed for the purpose of evaluation by a unit administrator at least twice annually per the guidelines stated in the teacher assessment and evaluation process, the training shall assist the teacher through this process.

The IAP will also include suggestions as to how the teacher can best meet the demands of the State Department to ensure standard certification at the conclusion of Phase III.

The ACMT will meet at the end of Phase II and Phase III to determine the successful completion of each phase.

### **Phase III**

Upon successful completion of Phase II, including approval from the chairperson of the ACMT, the teacher shall be offered a second one-semester contract provided a position exists and that no non-alternatively certified applicant is available for the position.

During this semester of employment, the teacher will be expected to continue to participate in training as outlined in the IAP and will continue to be responsible for a classroom. The chairperson of the ACMT shall ensure that a mentor team member observes the alternatively certified teacher for a minimum of one full teaching period per month during Phase III.

A teacher who successfully completes Phase III and qualifies for a temporary or standard teaching certificate shall be offered a position in the district as positions become available. Seniority shall be determined for this teacher by the first date of full-time continuous paid employment as a teacher with a temporary or standard certificate, per the guidelines stated in the Professional Agreement regarding seniority.

### **Probationary and Continuing Status**

#### **Teachers**

Under Arizona Revised Statutes, teachers employed in the public schools serve in probationary status during the first three years. Probationary teachers who have successfully completed three full years of full time continuous employment and begin a fourth consecutive contract become tenured or continuing teachers.

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 non-continuing 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 Employee Relations 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 basic 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 Employee Relations 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 regular teachers.
- 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 Employee Relations 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 Personnel Action Request 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. In cases where uncertainty exists concerning the need for a teacher, a teacher may substitute for up to twenty (20) days, after which time the teacher will be given a regular contract or will be terminated.
- 3. When a teacher returns from an extended absence, a Personnel Action Request must be sent immediately to the Employee Relations Division terminating the employment of the teacher on open-end contract.

4. No fringe benefits will be allowed any teacher until s/he becomes a regular employee teaching three periods or more.
5. Any teacher who has taught full-time 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.
6. 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.
7. S/he receives a year of service credit on his/her next year's salary, if s/he is rehired.

#### **VOLUNTARY SEPARATION OF EMPLOYMENT**

Employees who wish to terminate employment will notify the Employee Relations Division in writing, but only after such action has been reported to and discussed with the principal, educational unit supervisor or immediate supervisor concerned. 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.

#### **RETIREMENT**

Employees who plan to retire from their employment with the District at the end of a contract year are expected to notify the Employee Relations Division and their supervisors by April 1.

## SALARY AND COMPENSATION

### EMPLOYEE COMPENSATION

Annually, the administration shall meet and confer with representatives 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 Employee Relations 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.

### PHOENIX UNION HIGH SCHOOL DISTRICT TEACHERS' SALARY SCHEDULE

2003-04

Base Salary = \$28,452

	RANGE 1	RANGE 2	RANGE 3	RANGE 4	RANGE 5
STEP	BA	MA/BA+36	MA+15	MA+30	MA+45
1	32,435	33,417	34,398	35,380	36,362
2	33,417	34,398	35,380	36,362	37,343
3	34,398	35,380	36,362	37,343	39,122
4	35,380	36,362	37,343	39,122	40,900
5	36,362	37,343	39,122	40,900	42,678
6	37,343	39,122	40,900	42,678	44,456
7	39,122	40,900	42,678	44,456	46,235
8	40,900	42,678	44,456	46,235	48,013
9		44,456	46,235	48,013	49,791
10		46,235	48,013	49,791	51,569
11		48,013	49,791	51,569	53,348
12		49,791	51,569	53,348	55,126
13		51,569	53,348	55,126	59,408

### PHOENIX UNION HIGH SCHOOL DISTRICT JROTC SALARY SCHEDULE

2003-04

Base Salary = \$28,452

	RANGE 1	RANGE 2	RANGE 3	RANGE 4	RANGE 5	RANGE 6
STEP	PRE BA	BA	MA/BA+36	MA+15	MA+30	MA+45
1	31,454	32,435	33,417	34,398	35,380	36,362
2	32,435	33,417	34,398	35,380	36,362	37,343
3	33,417	34,398	35,380	36,362	37,343	39,122
4	34,398	35,380	36,362	37,343	39,122	40,900
5	35,380	36,362	37,343	39,122	40,900	42,678
6	36,362	37,343	39,122	40,900	42,678	44,456
7	37,343	39,122	40,900	42,678	44,456	46,235
8	39,122	40,900	42,678	44,456	46,235	48,013
9	40,900	42,678	44,456	46,235	48,013	49,791
10	42,678	44,456	46,235	48,013	49,791	51,569
11	44,456	46,235	48,013	49,791	51,569	53,348
12	46,235	48,013	49,791	51,569	53,348	55,126
13	48,013	49,791	51,569	53,348	55,126	59,408

**PHOENIX UNION HIGH SCHOOL DISTRICT  
ATHLETIC TRAINERS' SALARY SCHEDULE**

**2003-04**

Base Salary = \$22,867

STEP	RANGE 1	RANGE 2	RANGE 3	RANGE 4	RANGE 5
	BA	MA/BA+36	MA+15	MA+30	MA+45
1	31,662	33,091	34,520	35,949	37,378
2	33,091	34,520	35,949	37,378	38,808
3	34,520	35,949	37,378	38,808	40,237
4	35,949	37,378	38,808	40,237	41,666
5	37,378	38,808	40,237	41,666	43,095
6	38,808	40,237	41,666	43,095	44,524
7	40,237	41,666	43,095	44,524	45,954
8	41,666	43,095	44,524	45,954	47,383
9	43,095	44,524	45,954	47,383	48,812
10	44,524	45,954	47,383	48,812	50,241
11	45,954	47,383	48,812	50,241	51,670
12	47,383	48,812	50,241	51,670	53,099
13	48,812	50,241	51,670	53,099	54,529

A teacher, a JROTC teacher or an athletic trainer who is in his/her 2nd year of the highest range, step 13 will receive an extra \$2,000.00. This will be considered part of the employee's base salary for calculation of daily rate of pay for any supplemental work.

**Longevity Increments**

Longevity Increment = \$1000

Calculating Teachers', JROTC Teachers' and Athletic Trainers' longevity increments:

During the 5th year of service on the top step of the highest range, and each year of service thereafter, a teacher, a JROTC teacher and an athletic trainer are entitled to a career increment of \$1000. Likewise, during the 10th year of service and during the 15th and 20th years of service on this top step, a teacher, a JROTC teacher and an athletic trainer are entitled to an additional career increment of \$1000 at each of those levels of service.

Longevity for teachers and JROTC teachers – 5, 10, 15 and 20 years at the highest range, step 13:

Ranges 11-15	\$62,408	Step 13
Ranges 21-25	\$63,408	Step 13
Ranges 31-35	\$64,408	Step 13
Ranges 41-45	\$65,408	Step 13

Longevity for athletic trainers – 5, 10, 15 and 20 years at the highest range (Range 5 Step 13):

Ranges 11-15	\$57,529	Step 13
Ranges 21-25	\$58,529	Step 13
Ranges 31-35	\$59,529	Step 13
Ranges 41-45	\$60,529	Step 13

**2003-04 Teachers' Salary Schedule**

**Index/Salary/Step**

Base Salary = \$28,452

Index	Salary	BA Range 1 Step	BA+36/MA Range 2 Step	MA+15 Range 3 Step	MA+30 Range 4 Step	MA+45 Range 5 Step
1.14	\$32,435	1				
1.1745	33,417	2	1			
1.209	34,398	3	2	1		
1.2435	35,380	4	3	2	1	
1.278	36,362	5	4	3	2	1
1.3125	37,343	6	5	4	3	2
1.375	39,122	7	6	5	4	3
1.4375	40,900	8	7	6	5	4
1.5	42,678		8	7	6	5
1.5625	44,456		9	8	7	6
1.625	46,235		10	9	8	7
1.6875	48,013		11	10	9	8
1.75	49,791		12	11	10	9
1.8125	51,569		13	12	11	10
1.875	53,348			13	12	11
1.9375	55,126				13	12
2.088	59,408					13

2003-04 Athletic Trainer's  
SALARY SCHEDULE  
INDEX/SALARY  
BASE SALARY = \$22,867

The Athletic Trainers' Salary Schedule shall be calculated using the same base salary as is used to calculate the Nurses' Salary Schedule but with the following index:

JROTC SALARY SCHEDULE  
INDEX/SALARY  
2003-04  
BASE SALARY = \$28,452

The Athletic Trainers' Salary Schedule includes steps calculated on the following index:

<u>JROTC Index</u>	<u>JROTC Salary</u>	<u>Ath. Trainer Step</u>	<u>Ath. Trainer Index</u>	<u>Ath. Trainer Salary</u>
1.1055	31,454	1	1.3846	31,662
1.14	32,435	2	1.4471	33,091
1.745	33,417	3	1.5096	34,520
1.209	34,398	4	1.5721	35,949
1.2435	35,380	5	1.6346	37,378
1.278	36,362	6	1.6971	38,808
1.3125	37,343	7	1.7596	40,237
1.375	39,122	8	1.8221	41,666
1.4375	40,900	9	1.8846	43,095
1.5	42,678	10	1.9471	44,524
1.5625	44,456	11	2.0096	45,954
1.625	46,235	12	2.0721	47,383
1.6825	48,013	13	2.1346	48,812
1.75	49,791	14	2.1971	50,241
1.8125	51,569	15	2.2596	51,670
1.875	53,348	16	2.3221	53,099
1.9375	55,126	17	2.3846	54,529
2.088	59,408			

**CALCULATING DAILY RATE OF PAY**

In the school years of 2002-03 and 2003-04, the number of official contract days will be one more than the number of contract days used for calculating daily 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.

<u>Year</u>	<u>Number of Official Contract Days</u>	<u>Number of Contract Days for Calculating Daily Rate of Pay</u>
2001-02	206	206
2002-03	208	207
2003-04	209	208
2004-05	209	209
2005-06	209	209

The rate of pay for full-time summer school shall be equal to the teacher's daily rate of pay. The professional workweek for classroom teachers during the academic year shall be estimated at 1400 minutes of potential student contact time. Thus, summer school pay for less than a full day shall be prorated per the amount of minutes spent each week with students, with 1400 minutes per week with students equating to full-time status. (Example: A teacher who works with students for 1120 minutes per week in the summer shall be given a contract equal to 1120/1400 of full time, or .8 for each week that the teacher is expected to be with students for 1120 minutes.)

## School Nurses' Salary Schedule

**2003-04**

Base Salary = \$22,867

STEP	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7
	RN	RN + 30	BS	BS+30/MA	MA + 15	MA + 30	MA + 45
1	28,145	29,903	31,662	33,420	35,181	36,939	38,698
2	29,903	31,662	33,420	35,181	36,939	38,698	40,456
3	31,662	33,420	35,181	36,939	38,698	40,456	42,217
4	33,420	35,181	36,939	38,698	40,456	42,217	43,976
5	35,181	36,939	38,698	40,456	42,217	43,976	45,734
6	36,939	38,698	40,456	42,217	43,976	45,734	47,492
7	38,698	40,456	42,217	43,976	45,734	47,492	49,251
8	40,456	42,217	43,976	45,734	47,492	49,251	51,012
9	42,217	43,976	45,734	47,492	49,251	51,012	52,770
10	43,976	45,734	47,492	49,251	51,012	52,770	54,529
11	45,734	47,492	49,251	51,012	52,770	54,529	56,287

Nurses new to the District shall receive one step on the Salary Schedule for each year of previous work as a school nurse, to a limit of four (4) years.

During the fifth year of service on the top step of Ranges 4, 5, 6 or 7 of the salary schedule, and each year of service thereafter, a nurse is entitled to a career increment of \$800. Likewise, during the 10th, 15th and the 20th year of service on this top step, a nurse is entitled to an additional career increment of \$800 at each of those levels.

The Nurses' Salary Schedule includes steps calculated on the following index:

Index	
1	1.2308
2	1.3077
3	1.3846
4	1.4615
5	1.5385
6	1.6154
7	1.6923
8	1.7692
9	1.8462
10	1.9231
11	2.0000
12	2.0769
13	2.1538
14	2.2308
15	2.3077
16	2.3846
17	2.4615

### **Teacher, Athletic Trainer and JROTC Salary Schedule Initial Placement**

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

- A. A non-JROTC 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 non-JROTC teacher with State Licensure and the Provisional Vocational Certificate employed in a program for which State Licensure and the Vocational Certificate is the minimal or only requirement for employment shall be placed on Range 1.
- C. A non-JROTC teacher with State Licensure and the Basic or Standard Vocational Certificate employed in a program for which State Licensure and the Vocational Certificate is the minimal or only requirement for employment will be placed on Range 2.
- D. A JROTC teacher will be placed on the appropriate range of the JROTC Salary Schedule depending upon the JROTC teacher's level of education: Range 1 (pre-BA), Range 2 (BA), Range 3 (MA or BA+36), Range 4 (MA+15), Range 5 (MA+30), Range 6 (MA+45).
- E. A JROTC teacher will be placed at the appropriate range per education and at the lowest salary permissible per military formula. If the military formula would cause the necessary salary to exceed the highest salary on the range, a salary line will be created on that range for that specific JROTC teacher and it will be equal to the salary required by the military formula. No salary increases, other than those required by military formula, will be given unless provided through the PUHSD JROTC Salary Schedule.
- F. Due to the creation of a new JROTC salary effective July 1, 2003, this paragraph will describe the process to be used to move JROTC teachers already employed at that time to their new salary schedule. Those JROTC teachers will be placed on the new JROTC Salary Schedule according to education level (range) at the step that would be greater than their current salary amount, with those with BA degrees being placed on Range 2 and those with MA degrees being placed on Range 3. Should that step placement exceed the thirteen (13) step limit for that range, a salary step will be created on that range for any individual affected. No future step advancement or salary increase will be given unless provided through the normal experience steps and educational ranges of the salary schedule. Following the initial placement, the JROTC teacher can seek further advancement for education by submitting the necessary paperwork to the Employee Relations Division.
- G. 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. Up to eight (8) years of prior experience will be granted on any range for teaching or school athletic training experience.
- H. An Athletic Trainer who was also a teacher during the 2001-02 school year may opt to teach an additional class with pay calculated on the Teachers' Salary Schedule according to Professional Agreement language pertaining to additional .2 assignments. This teacher-trainer will maintain a right to this assignment, within normal seniority guidelines for teachers, for as long as the teacher-trainer chooses to continue to teach. Should the teacher-trainer relinquish this right, the trainer will no longer be guaranteed an additional .2 assignment but can be considered for such along with other teachers per Professional Agreement language.
- I. A teacher of JROTC who accepts a teaching job different than JROTC will be placed on the Teachers' 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.

- J. 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 with a seven-year maximum for those initially placed on Range 1, and an eight-year maximum for those initially placed on Ranges 2, 3, 4, or 5.
- K. 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 Vocational Certificate for a vocational teaching job for which the State Licensure and/or a Vocational 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 seven-year maximum for those initially placed on Ranges 2, 3, 4, or 5.
- L. 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 and an eight-year maximum for those initially placed on ranges, 2, 3, 4, or 5. Classified longevity may not be applied to the Teachers' Salary Schedule.
- M. A teacher who submits his/her resignation and is rehired with no interruption of service will be placed on the salary schedule as if s/he were a continuing teacher. However, the teacher would be considered a first-year, non-continuing teacher with a new hire date for purposes of seniority and evaluation.

**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 filed with the Employee Relations Division prior to November 1.
- C. Teachers hired before July 1, 1986, may, for one advancement only, utilize as many as three (3) equivalent credit hours in lieu of three (3) of the fifteen (15) academic hours required for movement, provided proof of completion was on file in the Employee Relations Division prior to November 1, 1985. These equivalent credits may be used at any future time only if this filing deadline has been met.
- D. A teacher teaching in a program for which state licensure and/or vocational 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 for 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 Employee Relations 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.

**Advancement Through Salary Schedule for Experience**

- A. A teacher 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 at Meet and Confer, provided s/he has shown competence in the performance of his/her assigned duties as determined by the Superintendent, except as otherwise provided.
- B. Teachers credited with a year of service for the current school year shall be advanced one step on the salary schedule. No advancement on the salary schedule shall be granted for the 1983 school year of service or for any prior year of service for which step advancement was frozen at Meet and Confer.
- C. A teacher with regular or an emergency certificate who has worked full-time in this 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.
- D. 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. 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.
- E. During the 5<sup>th</sup> year of service on the top step of the highest range, and each year of service thereafter, a teacher, a JROTC teacher and an athletic trainer are entitled to a career increment of \$1000. Likewise, during the 10<sup>th</sup> year of service and during the 15<sup>th</sup> and 20<sup>th</sup> years of service on this top step, a teacher, a JROTC teacher and an athletic trainer are entitled to an additional career increment of \$1000 at each of those levels of service.

**Requirement for Academic Work**

- A. No non-JROTC teacher with a Bachelors Degree only may progress beyond the eighth step of Range 1 on the Salary Schedule. Teachers with the Provisional Vocational Certificate employed in programs for which vocational certification is the minimal or only requirement for employment will be placed on the Range 1 salary schedule and may not progress beyond the eighth step. Teachers with the Basic or Standard Vocational Certificates employed in programs for which vocational certification is the minimal or only requirement for employment will be placed on the Range 2 salary schedule.

- B. After initial placement, a JROTC teacher may progress through the JROTC Salary Schedule in a similar manner as other teachers. Since all ranges of the JROTC Salary Schedule shall have thirteen (13) steps, the JROTC teacher may progress to step 13 on any range.

### **Academic Credit**

A teacher 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 cocurricular responsibility.
- D. Independent study must have prior approval from the Employee Relations 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 Employee Relations 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 Employee Relations 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 teachers but must receive approval from the Director of Certified Personnel 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 Employee Relations 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 Employee Relations 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 Employee Relations 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 Employee Relations 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 submitted to the Employee Relations Division prior to November 1.
- 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. Teachers shall be paid for supervisory work required for activities. The rate shall be \$10.00 per hour. If faculty supervision is provided for student activities outside of the District other than during the regular workday, the teacher shall be paid at the rate of \$10.00 per hour not to exceed \$60.00 within any 24-hour period.
- B. An Athletic Trainer shall not be given an additional Schedule F for athletic training and may receive no pay for overtime work. He/she may receive supervision pay for non-athletic events and may receive pay from outside sources when fees are paid to the school to use school facilities and athletic training 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 may agree to substitute up to two periods per day, prior to noon, 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 \$70.00 for the first 30 non-consecutive days and \$75.00 for 31 or more 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 \$85.00. This rate shall be retroactive to include the preceding 20 days of guest teaching as well. A guest teacher (including a retiree or early retiree) who chooses to substitute for an additional period as described in "e" above will be compensated at the rate of \$25 per additional period.
- 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.

## **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 Director of Employee Relations 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 Employee Relations Department 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 Employee Relations 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 Employee Relations. 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.

### **Technology Integration Modules**

Recognizing that the use of technology for the purposes of classroom instruction is an ever-changing and dynamic process, the Assistant Superintendent for Instruction and Accountability and the President of the Classroom Teachers' Association will establish a joint committee each year that will be responsible for the development, implementation, and monitoring of these modules. In any year that the number of those completing the modules exceeds the available funds, first priority will be granted to applicants who have not yet completed a module, and those not funded will be given first priority in the next fiscal year.

Due to budget constraints, no new modules will be processed after July 1, 2003. Teachers who renew modules or complete new modules by April 15, 2003 will receive compensation as outlined in the program. Should budgetary considerations allow, the Technology Integration Module Program may be revived at a later date.

- A. The Employee Relations Division will submit to payroll the names of teachers meeting the criteria listed below by April 15th. The teacher will receive \$250.00 per completed module in the next fiscal year.
- B. Professional growth courses that earn credit toward movement on the salary scale cannot be applied towards a technology integration module.
- C. Courses completed during summer workshops or after school for which the teacher has otherwise been compensated shall not apply. Course hours can only be counted once and may not be applied to more than one module.
- D. This increment amount will be paid for a maximum of three years.
- E. A teacher may accrue up to one technology integration module increment in any one year.
- F. A teacher may only accrue a maximum of three technology integration module increments.
- G. In a year that steps and/or professional growth are not funded, no additional modules would be funded.
- H. Each year the teacher will present evidence of integration to renew the/these module(s).

#### **Criteria**

- A. Teachers will complete a minimum of 15 hours of technology training within the PUHSD ITTL (Integrating Technology into Teaching and Learning) strands.
- B. At least nine hours of the training shall be in the "Classroom Integration" area of the ITTL strands.
- C. At least one of the "Classroom Integration" courses shall have a rubric-based observation component required for satisfactory completion. Integration will be observed and documented by the technology educator, Grant Facilitator, and/or other designated district personnel.

#### **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 for national, state, and regional activities in the following VSO's: COE, DECA, VICA, HERO, FBLA, FFA.
- B. A District level budget is established for reimbursement of required travel expenses of the following club sponsors who attend national, state, and regional activities to supervise students in the following VSO's:
- COE
  - DECA
  - VICA
  - HERO

These travel requests will be submitted to the district supervisor of vocational/occupational education for approval according to established governing board policies and guidelines. Reimbursement will be made subject to availability of funds.

SCHEDULE A

PHOENIX UNION HIGH SCHOOL DISTRICT

Department Chairperson  
(rounded to closest dollar)

2003-04

INDEX	1	2	3	4	5	6
	\$36,362	\$37,343	\$39,122	\$40,900	\$42,678	\$44,456
.10	3,636	3,734	3,912	4,090	4,268	4,446
.09	3,273	3,361	3,521	3,681	3,841	4,001
.08	2,909	2,987	3,130	3,272	3,414	3,556
.07	2,545	2,614	2,739	2,863	2,987	3,112
.06	2,182	2,241	2,347	2,454	2,561	2,667
.05	1,818	1,867	1,956	2,045	2,134	2,223
.04	1,454	1,494	1,565	1,636	1,707	1,778

The index is multiplied by Steps 4 through 9 on Range 2 of the Teachers' Salary Schedule.

DEPARTMENT CHAIRPERSON

Number* of Full-Time Equivalent Teachers	Index
1 to 4	.04
5 to 9	.05
10 to 14	.06
15 to 19	.08
20 to 30	.09
Over 30	.10

(\*Total rounded to nearest whole number, including the department chairperson.)

**Extra Pay for Extra Work**

**Payment for Department Chairpersons**

- A. Department chairs shall be paid as teachers on the regular teachers' salary schedule and shall be paid an additional amount in their role as department chair. The additional amount shall be determined by the number of full-time equivalent teachers in each department at the end of the first register month in each semester.
- B. A department chair who is not given a release period for department chair duties shall be given two additional index steps on the department chair salary schedule with the following exceptions: a department chair 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 department chair.

**Department Chair Released Time**

At least seven (7) department chair release periods, shall be provided to each comprehensive campus and Metro Tech with additional release periods to be provided based on average student population as follows:

Number of release periods	Average student population of at least
8	2,400
9	2,700

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)

Department Chair 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 ESL department chairs shall be equitable across the District. No ESL chair shall have more than .6 release time.

Release periods for ESP facilitators and/or ESP department chairs, if any, shall be in addition to the guidelines listed in this section.

JROTC department chairs will not be given release periods.

Department chairs 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**

Athletic/Non-athletic Activity Increment

Extra Pay Increments  
(rounded to closest dollar)  
2003-04

INDEX	1	2	3	4	5	6
	\$39,122	40,900	42,678	44,456	46,235	48,013
.10	3,912	4,090	4,268	4,446	4,624	4,801
.09	3,521	3,681	3,841	4,001	4,161	4,321
.08	3,130	3,272	3,414	3,556	3,681	3,841
.07	2,739	2,863	2,987	3,112	3,221	3,361
.06	2,347	2,454	2,561	2,667	2,761	2,881
.05	1,956	2,045	2,134	2,223	2,301	2,401

The index is multiplied by Steps 6 through 11 on Range 2 of the Teachers' Salary Schedule.

SCHEDULE F  
INDEX SCHEDULE

**ATHLETIC ACTIVITIES**

Archery - Varsity and J.V.	.06
Badminton - Varsity and J.V.	.06
Baseball:	
Varsity	.08
J.V.	.06
Frosh	.06
Basketball:	
Varsity	.09
J.V. & Varsity Asst. (Combined)	.07
Frosh	.06
Cross Country - Varsity, J.V.	
Frosh (Boys & Girls Combined)	.08
Football:	
Varsity	.10
J.V. and Other Assistants including Frosh	.07
Golf - Varsity and J.V. (Boys and Girls each)	.06
Soccer (Boys and Girls each):	
Varsity	.08
J.V.	.06
Softball:	
Varsity	.08
J.V.	.06
Frosh	.06
Swimming Assistant	.06 .05
Tennis:	
Varsity and J.V.	.07
Frosh	.05
Track:	
Varsity	.08
J.V. and Frosh	.06
Volleyball:	
Varsity	.08
J.V.	.06
Frosh	.06
Wrestling:	
Varsity	.08
J.V.	.06
Frosh	.06

**NON-ATHLETIC ACTIVITIES**

Marching Band, 1st semester (if the school's program meets the specific criteria in the Professional Agreement pertain- ing to music within 1st semester)	.08*
Performance band, 2nd semester (if the school's program meets the specific cri- teria in the Professional Agreement per- taining to music within 2nd semester)	.08*
Cheer (per season)	.06
Cheer & Pom Together or Spirit Line (per season)	.07
Chess (AIA Sanctioned Team)	.05
Drama	.08
Forensics	.08
Gifted Facilitator**	.05**
Newspaper	.06
Orchestra	.05
Performance Dance	.05
Pom (per season)	.05
Student Govt.	.07
Vocal Music	.05
Yearbook	.08
Yearbook and Newspaper (Combined)	.12
Academic Decathlon	.06
Mock Trial	.06
Gifted Facilitator	.05
JROTC	.07

\*\*This language will be placed on a list, funding for which will be prioritized by IBN. Should the funding become available, this language will replace the current language.

\*\* Gifted Facilitator: .05 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.

**Guidelines for Extra Pay Increments**

**A. Criteria and Formula for Determining Schedule F Increments**

The two major elements of consideration used in the development of the formula were the time spent and the responsibility assumed in carrying out Schedule F assignments.

The time element was divided into two segments - the total number of hours spent on assignment during the regular weeks of the season, and the total number of hours spent during vacation periods occurring during the season. The time spent during regular weeks was weighted by a factor of 2, and the time spent during vacation weeks was weighted by a factor of 4, as shown in the table below.

The responsibility element was subdivided into six categories, and each was assigned a weighted factor. The number of participants was assigned a factor of 2; the numbers of contests and assistants were given a factor of 5; liability and fiscal and public relations responsibilities were assigned factors ranging from 0 to 30 as shown in the table below.

The point total accrued as a result of the above considerations as applied to each Schedule F Assignment was divided by 100 to determine the percentage to be applied to the appropriate figure on the Teachers' Salary Schedule. That percent figure was then divided by 100 to arrive at the index figure.

**Determination of Time and Responsibility Quotients**

**Time Quotient Determination**

Number of regular weeks during season x hours per week x factor 2 = A points

Number of vacation weeks worked during season x hours per week x factor of 4 = B points

**Responsibility Quotient Determination**

Number of participants x factor of 2 = C points

Number of contests x factor of 5 = D points

Number of assistants x factor of 5 = E points

Liability related to travel and injuries x factor ranging from 0 - 30 = F points

Fiscal - related to equipment and budget preparation x factor from 0 - 30 = G points

Public Relations x factor ranging from 0 - 30 = H points

**Formula**

$$\frac{A + B + C + D + E + F + G + H \text{ points}}{100}$$

Percent of Salary on Teachers' Salary Schedule

Percent of Salary on Teachers' Salary Schedule

= Index

100

An example of Index determination:

Varsity Football Coach

<u>Time Quotient Season</u>	<u>Season</u>	<u>Hours Per Week</u>	<u>Factor</u>	<u>Points</u>
Regular	10 week	x 15 hours	x 2	= 300 (A)
Vacation	3 weeks	x 15 hours	x 4	= 180 (B)

<u>Responsibility Quotient</u>	<u>Number</u>	<u>Factor</u>	<u>Points</u>
Participants	175	x	2 = 350 (C)
Contests	10	x	5 = 50 (D)
Assistants	7	x	5 = 35 (E)
Liability			0-30 = 30 (F)
Fiscal			0-30 = 30 (G)
Public Relations			0-30 = 30 (H)

**Formula**

$$\frac{300 + 180 + 350 + 50 + 35 + 30 + 30 + 30}{100} = \frac{1005}{100} = 10.05\% \quad s= .10 \text{ Index}$$

**B. Guidelines for Extra Pay Increments**

The following guidelines have been established to determine when extra increments have been earned for extra services in the assignments as indicated.

**FORENSICS**

Solo Events (Oratory, Extemporaneous, Oral Interpretations, Poetry, Prose, Drama, Humor, and Declamation)

One increment for each team up to nineteen (19) students participating in at least five (5) activities. Activities include AIA speech tournaments and contests, community service activities, and student workshops. A second increment will be paid when the team size reaches twenty (20) or more students participating in at least five (5) activities.

**DEBATE**

One increment for each team up to nineteen (19) students participating in at least five (5) activities. Activities include tournaments and student workshops. A second increment will be paid when the team reaches twenty (20) or more students participating in at least five (5) activities.

**DRAMA**

One increment will be paid for the preparation of up to four (4) performances of dramatic productions prepared outside the classroom area per year. A second increment will be paid when there are five (5) or more performances of dramatic productions prepared outside the classroom area per year.

**PERFORMANCE DANCE**

One increment will be paid for the preparation of up to four (4) performances of dance productions prepared outside the classroom area per year. A second increment will be paid when there are five (5) or more performances of dance productions prepared outside the classroom area per year.

**MUSIC**

Any teacher of performing groups shall be eligible for the increment if s/he does preparatory work relative to his/her music group before or after a teacher's working day, on weekends or holidays, for a total of 100 hours during the year for choral and orchestra directors or 150 hours per semester\* for band directors.

OR

If s/he rehearses with students before or after a teacher's working day, on weekends or holidays, for a total of 22 hours per year for the orchestra or choral increment or 33 hours per semester\* for the band increment.

OR

If s/he directs public performances before or after a teacher's working day, on weekends or holiday - 10 performances per year for orchestra or chorus or 15 performances per semester\* for band.

OR

If the director of a performing music group meets any combination of these requirements, such as 20 hours of preparation during the year, 12 hours of rehearsal, and 3 public performances, s/he shall be eligible for the orchestra or choral increment. The band increment would be earned by 25 hours of preparatory overtime work, 18 hours of rehearsal and 5 public performances, or by any combination of these per semester\*.

Specific Duties

Unit, District, State, and Regional solo and ensemble festivals for band, orchestra, or chorus.

All-State auditions, preparation, and participation. Commencement and year- end performances and preparation.

Formal concerts - as well as rehearsals and preparation for the concerts.

Participation in seasonal activities - assemblies and programs

Preparation and rehearsals for performances:

Civic Organizations

Church-sponsored Events

Conventions and Conferences

Homes for the Aged

Professional Organizations

School Banquets

Business Openings

Award and Recognition

Gatherings

PTA

Business and Professional

Meetings

Christmas

Luncheons

Hospitals

Fraternities

Sororities

Dedications

Programs

Musical comedy productions. Note: One musical comedy alone may involve at least 100 hours in researching, planning, rehearsing, and performing.

Any rehearsal or instruction time spent before or after a teacher's working day, weekends, or holidays.

Performances of any kind before or after a teacher's working day, weekends, or holidays.

Care of music, robes, uniforms, instruments, and equipment.

Researching, arranging, and recruiting before or after a teacher's working day, weekends, and holidays.

All public relations activities - preparation, rehearsals, and performances.

General assembly preparations.

Any football game, basketball game or parade activities, rehearsals, preparations and performances by the band.

Combined choral, orchestral, and band activities.

Band Days at universities.

**YEARBOOK ADVISOR**

To be eligible for the increment, 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**

To be eligible for the increment, the newspaper advisor will select and train a staff, choose a method of publication, under District develop a system of budgeting and financing, and prepare for publication of a newspaper pertaining to student activities, events, and interests.

## **POMPON/CHEERLEADER SPONSOR**

### Qualifications

Must be certificated person selected by the Administration.

### Number of Participants

The official, recognized number of participants for cheerleaders is eight (8) and pompons is ten (10). The use of alternates is at the discretion of the local campus. Freshman and Junior Varsity lines are not funded by the District; therefore, their existence is at the discretion of the local campus.

### Performing Season

A performing season is a typical 18-week semester, so a sponsor shall be issued two Schedule F contracts 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

Exercise necessary influence to instill proper leadership and discipline. 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 cheerleaders and pompons by school-provided transportation to all away games. Pompon members' travel to away games is by invitation only 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 cheerleaders and/or pompons are 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 Employee Relations 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. Pom/Cheer
5. 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 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, Pom, Cheer, and Spirit Line 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, pom, cheer, and spirit line 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

	<u>HEAD</u>	<u>ASSISTANTS</u>
Badminton	1	0
Baseball	1	1
Basketball	1	1
Cross Country	1	0
Football	1	3
Golf	1	0
Soccer	1	1
Softball	1	1
Swim	1	1*
Tennis	1	0
Track	1	1*
Volleyball	1	0
Wrestling	1	1*

\* If team qualifies five or fewer 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 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 Employee Relations 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 cheerleader and pompon 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 cheerleader and pompon 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 class loads:

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.

Service Area	Caseload from First Day of Semester	
Counseling	325:1	
Hearing	14:1	
Vision	8:1	
Speech	40:1	
Subject Area	Maximum Load Per Day from First Day of Semester	Load Per Day Not To Be Exceeded After the End of the 9th Week of the Semester
Physical Education (Departmental Average)	178	170
Physical Education (Individual Teachers)	183	175
Music (Departmental Average)	188	180
Subject Area	Maximum Load Per Period from First Day of Semester	Load Per Period Not To Be Exceeded After the End of the 9th Week of the Semester
English 1-2, 1-2H	30	28
Reading Fundamentals	30	28
Strategic Reading	30	28
English Review 1-2, 3-4	30	28
Intro to Algebra/Geometry, Algebra Lab, Topics in Algebra/Geometry	30	30
ELL	18	16
ELL & Bilingual Content Classes	25	25
MIMR	17	16
LSL (mainstreamed students only)	15	15

Basic English, Basic Math, Basic Reading, (LD/ED)	19	19
Other Basic Skills (LD/ED)	19	19
Life Skills (LD/ED)	23	21
ED Self-contained, TMH	10 Without Aide 12 With Aide	10 Without Aide 12 With Aide
<hr/>		
Laboratory/Shop Classes (except Business & Computer Applications 1-6)	*Student Stations Plus One	**Student Stations Plus One
Business & Computer Applications 1-6	Student Stations	Student Stations
Science (All)	***Student Stations Plus One	***Student Stations Plus One
Health	35	**34
Student Gov't (if credit offered)	35	*34
All other classes	35	**34
Alternative Classes	25	25
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- \* 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 during the first week of the semester to more accurately determine staffing.

Leveling to take place at 9 weeks for 18 week courses; 4.5 weeks for 9 week courses; 3 weeks for 6 week courses.

For composite classloads, see Proc. 6-4, paragraph P.

### **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.

- 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 teachers's opinion, the educational climate is not conducive to learning. A review will consist of a meeting within 10 working days, including administration, counseling, department chair, 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 Assistant Superintendent for Instruction and Accountability whose decision is final.
- D. In preparing schedules for Special Education teachers, administrators and department chairs will make every effort to limit the number of preparations assigned per period and per semester. In basic classes (ED/LD), excluding LSL classes, for each additional course over two taught in a period, classloads shall be reduced by two students. Case Management loads for Special Education 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 Special Education 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 department chair, 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 Employee Relations Division and the President of the CTA. Should the Executive Director for Employee Relations/Legal Services or the CTA President determine that an inequity exists, he/she may refer the inequity to the Assistant Superintendent for Instruction and Accountability. Approval of all changes in student stations which are referred shall be made by the Assistant Superintendent for Instruction and Accountability or designee and the Classroom Teachers' Association president or designee after a campus visitation.

- K. Title classes, per federal guidelines, must supplement locally- funded classes. Since class loads for many teachers are inherently reduced when students are assigned to Title classes, eligible students shall be enrolled in Title classes as quickly as possible each semester. Furthermore, every effort shall be made to insure that the number of students enrolled in each Title class approaches the established class load limit as quickly as possible.
- 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 classload limit of 28 is merged with another class with a classload 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:  $(26+28) \div 2 = 27$ .

#### **Program for English Language Learners (ELL Students)**

PUHSD 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**

**Class: English as a Second Language**

These classes prepare ELL students to meet the Arizona language arts standards.

Classload: 16:1

Teacher qualifications: English certificate with an ESL or SEI (to be developed by the Arizona Department of Education) endorsement.

**Class: ESL Content (mathematics, science, social studies, health, business)**

These classes prepare ELL students to meet academic standards. They are taught in English using ESL (sheltered) strategies.

Classload: 25:1

Teacher qualifications: Certificate in the content area with a minimum of 9 semester hours in ESL coursework.

**BILINGUAL CONTENT CLASSES**

**Class: Bilingual Content (mathematics, science, social studies, health, business)**

ELL students must have an annual parental waiver on file in order to be enrolled in these classes.

These classes prepare ELL students to meet academic standards. They are taught principally in the students' native language.

Classload: 25:1

Teacher qualifications: Certificate in the content area, proficiency in the native language as evidenced by a Provisional Bilingual Endorsement issued by the Arizona Department of Education, and a minimum of 9 semester hours in ESL/bilingual coursework.

**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.

**Directed Study**

In addition to the Independent Study option, an effort will be made to provide students in the Phoenix Union High School District an alternative method for earning credit in district course offerings. Independent Study courses are defined as courses which provide enrichment opportunities to students in a given department. Credit is given in "Independent Study-\_\_\_\_\_." Directed Study shall be defined as an alternative method of offering any of the existing regular course offerings. A Directed Study (DS) course will have the same curriculum requirements as the traditional course. Credit shall be given in the specifically identified course, which will be recorded on the transcript as "course name - DS".

An Accreditation Committee shall exist on each campus and shall be chaired by a teacher appointed by the campus committee. Representatives shall include a counselor and a member from English, mathematics, social studies and science. Other departments which offer DS courses shall also have representation. Department representative selections shall be made prior to the initiation of any DS courses on the campus. Every department may choose to have a representative. This will be considered the club/committee assignment for the representatives. Prior approval from the Accreditation Committee is required for all DS course proposals. Since Directed Study may begin at any time in the semester, the committee shall meet as needed to avoid delays in beginning Directed Study course work. Minutes of the Accreditation Committee's meetings, including their decisions, shall be sent to the Principal, Unit Chair, and Assistant Superintendent for Instruction and Accountability within five (5) calendar days of the meeting.

The following regulations/procedures have been established for Directed Study (DS):

1. Directed Study (DS) is open to all students.
2. A teacher will offer DS courses only on a voluntary basis. A non-continuing teacher may offer DS with the approval of the department chair. A teacher under remediation shall not offer DS.

3. A teacher may offer a DS course only in the area and school in which he/she is currently teaching. Because of the unique nature of the program at Metro Tech, a Metro Tech teacher may offer to a Metro-only student, per the provisions of this agreement, a DS course in any area in which the Metro Tech teacher is qualified.
4. A teacher may offer DS to no more than 2 students per semester.
5. A DS course may be offered in any PUHSD course offering except work experience, Honors, and Advanced Placement.
6. A student may take no more than two (2) DS courses per semester and receive no more than two (2) DS credits toward graduation.
7. No more than 25% of the credits required for graduation in a specific area may be taken as Directed Study. Health may be taken as Directed Study.
8. A student may take no more than 7 classes per semester except with written authorization from the student's assigned school guidance counselor. This includes classes taken during the day, at ESO, or through Directed Study.
9. If a teacher who volunteers prior to the start of a semester to accept a DS student, that teacher shall be limited to two preparations (other than the DS preparation) provided this can be accomplished by changing the department schedule and without requiring additional staffing. The DS teacher may waive this right.
10. DS students shall be weighted per department at a ratio of one (1) DS student to three (3) regular students. Each department will be given an additional .2 staff allocation for the semester for each equivalent 30 students (10 DS students) or major portion thereof. (Example: A department has a total of six (6) DS students. This equates to 18 after weighting. The department is assigned an extra .2 staffing.) This allocation shall be granted through the 6th week of the semester. The principal and department chair shall reach agreement on how the allocation is used.
11. DS may be initiated by student, parent, counselor, administrator or teacher. A conference shall be held to determine if the student should be recommended for DS. Included in the conference shall be the student, a parent/guardian, if possible, the department chair, the teacher whose class the student will be exiting, if one exists, and the DS teacher.
12. Once a student has been recommended for DS and a teacher has been identified, the teacher will work with the student to create the individual course of study. A written agreement outlining the course of study shall be entered into between the teacher and student. The agreement shall include, but not be limited to, the following:
  - a. Under what conditions, if any, the student may change from DS to a regular class.
  - b. Under what conditions, if any, the student may remain on campus outside of his/her regular class periods to do research, etc. on DS activities.
  - c. Specific DS activities and timelines for their completion.
13. A DS course of study shall include activities to address the District's minimum competencies for the course in which credit is sought. A student enrolled in a DS course for which the District has created a criterion referenced test must take the CRT and abide by all district regulations regarding the assessment.
14. The DS student grade will be awarded only by the DS teacher of record.
15. The Registrar shall record credit for a DS course only with the signature of the chair of the accreditation committee.

# 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 Assistant Superintendent for Instruction and Accountability.
  - 2. Three teachers appointed by the CTA.
- B. The committee will be responsible to the Assistant 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 Assistant 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 Assistant Superintendent for Instruction and Accountability 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. If a teacher becomes competent in an area identified on the List of Critical Shortage Areas before the established expiration date, that teacher shall be reimbursed for 50 percent of the cost of tuition for those additional courses taken between the date the area was added to the List and its established expiration date. To receive the reimbursement, the teacher shall provide the Employee Relations Division with an official transcript and either an original receipt for the tuition payment or a statement from the university indicating what the tuition charges were in the year when the course was taken.

### List of Critical Shortage Areas

<u>Area</u>	<u>Date of Declaration</u>	<u>Date of Expiration</u>
ESL Endorsement	May 30, 1991	June 30, 2006
Bilingual Endorsement	April 5, 1994	June 30, 2006
Speech Pathology	January 1, 1998	June 30, 2006
Math, Physics, Chemistry, Special Education (all areas)	May 5, 2000	June 30, 2006
Vision Resource	January 1, 1998	June 30, 2006
Hearing Resource	May 5, 2000	June 30, 2006
Reading	April 18, 2002	June 30, 2006

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 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 Employee Relations 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 (i.e., Community Skills Aides, Instructional Assistants, Bus Drivers, etc.)
3. Requires technical skills resulting in shortage of applicants (i.e. Systems Engineer, Campus Technology Specialists, Technology Educators, etc.)

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, Special Education, Speech Pathologists, Hearing Resource teachers, Math, etc.).

### **Retraining**

If a continuing teacher on the RIF list becomes competent in a new teaching area, that teacher, upon being rehired by the District to teach in that new area, shall be reimbursed for 75 percent of the cost of tuition and books for those additional courses taken to meet minimal North Central requirements and/or basic certification.

### **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 75 clock hours of training taken outside of the professional day for academic credit.

Of the 75 clock hours of training to be taken outside of the professional day, 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 75 will be required, but a teacher may choose to do more.

These 75 hours must be completed by the time of the teacher's summative 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 75 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 in Induction activities meets the requirements of Standard 6 of the Teacher Evaluation Document for teachers in their first and second years in the district. At the end of the second year, teachers shall develop a plan during or after their summative evaluation and no later than May 1 to be implemented and assessed during their third year in the district according to the goals and indicators of Standard 6 of the Teacher Evaluation Document.



# 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 insure 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 214-R.

#### Review by the Principal

All summative 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 Assistant Superintendent for Instruction and Accountability 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.

**Evaluation of Department Chair**

This evaluation process applies to teachers serving in the capacity of Chair, 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 department chair by October 1 to discuss departmental goals, objectives, action plans, and to review the department chair's evaluation process.
- B. The department chair shall be evaluated annually by the principal/ designee, with consideration of individual teachers' written feedback or the department's collective feedback, the method to be determined by the department.
- C. The teacher's input to the individual/department feedback form for department chairs must be completed and forwarded to the principal/designee by February 15.
- D. The department chair evaluation and post-conference to review the evaluation must be completed by the principal/designee by March 1.

# PROCEDURES

## EMPLOYEE BENEFITS

### EMPLOYEE BENEFITS

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

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

*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.

### Absence Before and/or After Recess or Holiday

If an employee is on the District payroll (i.e., He/she is receiving pay for the day) either for the last workday immediately preceding or the first workday immediately following a holiday or Governing Board-declared recess period as identified in the Governing Board-approved school calendar for the year, the employee's compensation will not be diminished because of the holiday or Governing Board-declared recess period.

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.

## 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:

- If employment began between the 1st and 15th of the month, insurance coverage begins the first day of the following month.
- 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 Employee Relations Division at the time the employee terminates.

F. Those employees desiring to drop dependent coverage must initiate a signed form obtained from the Employee Relations 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 Employee Relations 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 Employee Relations 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 Employee Relations 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 Employee Relations 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, 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 Employee Relations/Legal Services requesting donations 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 (reference Employee Conduct/Discipline Handbook). 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 (or who has chosen not to use accumulated leave) 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 Employee Relations 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. A teacher who becomes eligible for consideration for the District's long-term disability insurance program must apply for a health leave of absence to begin upon the exhaustion of leave.
  2. A teacher who is injured while on duty and covered by the Workers' Compensation Plan will not be granted a health leave of absence until his/her leave is exhausted or until the teacher becomes eligible for coverage under the long-term disability insurance program, whichever comes first.

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 Employee Relations 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, resign or qualify for the long-term disability and health insurance programs through the Arizona State Retirement System.
- H. In the event that a teacher enters the ASRS Long-Term Disability (LTD) Program, the district will subsidize one half of the individual's health insurance premium in the district's plan up to \$160 per month (exclusive of any ASRS subsidy provided) for the year following the one year of medical leave provided by the district. If this teacher recovers within a year of being on the LTD program and is deemed fit to return to work, the teacher may notify the district that he/she is able to return to work. The teacher will then be offered the first position that is available for which he/she is qualified. If the teacher accepts the position, the salary will be at the pay range and seniority date which the teacher would have earned immediately prior to taking a medical leave.
- I. When a teacher returns to the employ of the district after a period of one year of unpaid leave (or a subsequent period of up to one year in the case of a teacher who entered the LTD program), the teacher must work one full year to be eligible to apply for another unpaid leave of absence.

- J. 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. 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.
- c. To care for a spouse, child, or parent who has a serious health condition.
- d. 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 Assistant 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:

Sabbaticals	Statement of Intent to Professional Growth	Proposal to Professional Growth	Professional Growth Recommendation to Superintendent	Superintendent Recommendation to Governing Board	Action by Governing Board
Beginning 1st Semester	Jan. 10	Feb. 1	Mar. 1	Mar. 15	Apr. 15
Beginning 2nd Semester	Sept. 1	Oct. 1	Nov. 1	Nov. 15	Dec. 15

- 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 (1) 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 (1) semester or one (1) 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. has ten (10) consecutive years of full-time satisfactory service in the Phoenix Union High School District, and
  2. is not Medicare eligible.
- The program provides for payment of specified insurance and for guest teaching as detailed in this section. Application is made through the Employee Relations 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 insures 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. 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, provided the teacher works for one or more days during the previous school year.
- F. 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.
- G. 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 as per the 1982-83 handbook.

### **Post Retirement Return to Work Program**

If an early retire returns to work for the District, the retiree does not forfeit any rights guaranteed through the early retirement program.

A Phoenix Union High School District retired teacher (early or regular) who left the District with a VIP-type incentive plan of 1995, 1999, or 2000 and who returns to employment for more than 20 consecutive days in a semester shall receive \$200.00 per day or a prorated portion if part-time. These retirees who return as classroom teachers of record for either semester shall be granted two paid days for planning and one paid day for grade preparation.

A retired teacher (early or regular) who left the District with no special incentive plan 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.

### **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 in service from the District shall receive (or his/her estate) a financial payment at the rate of 45 percent times the daily rate of pay during the final year of employment for any unused paid leave. Leave shall be cumulative indefinitely.
- B. 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.

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:

#### **Option I:**

Sick leave payoff will be paid in one lump sum after the employee's final termination date.

#### **Option II:**

Sick leave payoff will be included in the contract issued for the final year of employment and will be paid according to the 20 and 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.

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 he/she was 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.

#### **Option III:**

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.

An employee who chooses Option II or III is not eligible to participate in the medical leave assistance program.

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.

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

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 percentage rate times the daily rate of pay.

#### **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 two classes (0.4) and to use one additional period (0.2) for planning, preparation, consulting, etc.
  - 2. Accept an equivalent reduction in pay while retaining full rights, benefits, and service credit.
  - 3. Submit an "Intent to Retire" form by October 1 to retire during or at the end of the second semester or by March 1 to retire during or at the end of the first semester.
- 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**

A district employees shall be issued an identification card which shall entitle the holder to free admission to authorized district activities.

# PROCEDURES

## RULES OF WORK

### PAYDAYS AND PAYROLL INFORMATION

Procedures for payroll deduction and other payroll information may be found in the Appendix.

#### A. Payroll Deductions

Teachers may sign and deliver to the Employee Relations Division an assignment authorizing deduction of membership dues and assessments of the CTA. Authorization shall continue in effect unless such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the CTA representative and the Employee Relations Division. The deduction of membership dues upon member's request shall be made in equal amounts from eighteen (18) regular pay checks following the receipt and processing of the request, and the Governing Board agrees to remit promptly to the CTA all monies deducted accompanied by a list of teachers from whom the deductions have been made.

#### B. Teachers may sign and deliver to the Employee Relations Office authorization for the following payroll deductions and with the deadlines indicated:

Desert Schools Federal 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.

#### C. 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 1375 minutes for teaching or campus supervision assignment(s) and up to 100 minutes for a Sustained Silent Reading (SSR) Program if SSR 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 Assistant Superintendent for Instruction and Accountability for a one-year variance. These numbers can then be reduced or increased if agreed to by the Assistant Superintendent for Instruction and Accountability and the CTA President. Time described may be averaged within a three-week, six-week, nine-week or eighteen-week semester. Normally work experience coordinators may have a weekly schedule which includes 825 minutes of teaching periods and 550 minutes of student supervision on the job.
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 from five, fifty-five minute periods per day. Such input shall consist of, but not be limited to department chairs 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 275 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 Assistant Superintendent for Instruction and Accountability for a one-year variance. These numbers can then be reduced or increased if agreed to by the Assistant Superintendent for Instruction and Accountability and the CTA President. Schedules must be in compliance with the Professional Agreement and must be submitted, prior to implementation, to the Assistant Superintendent for Instruction and Accountability, who shall examine them for compliance.
4. The Instructional Cabinet, or Department Chairs as a Group, shall recommend to the Campus Committee a plan for requiring up to 8 hours per year of duties for teachers outside of the professional day. These duties could include:
  - a. Extended staff meetings or teacher training activities to occur no more than once per month,
  - b. Extra open houses during the year,
  - c. Scheduled times for parent conference days, or
  - d. Team-building activities.

The Campus Committee shall reach consensus on the Instructional Cabinet's plan or modify it to reach consensus. If consensus cannot be reached, the plan along with suggestions from the Campus Committee shall be returned to the Instructional Cabinet who shall consider the Campus Committee suggestions and then shall make the final decision. The Campus Committee must reach consensus on any activity that extends the professional workday beyond 4:30 P.M. and for any activity which is not included in the list above. An exception shall be made if the Instructional Cabinet, or Department Chairs as a group, recommend one additional open house or parent conference day during the year.

An additional open house or parent conference day may be scheduled whether or not the Campus Committee concurs.

5. The Principal and the Campus Committee shall concur on the adopted 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.
6. 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 SSR program which exceeds the 1375 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 of 1375 which the SSR 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 SSR program in addition to 1375 teaching minutes may be considered for the remainder of the academic year. If the Campus decides to create an SSR program within the 1375 minutes of teaching time, a campus vote is not required. Once an SSR program is established in addition to the 1375 teaching minutes, it shall continue as a program within the number of additional minutes per vote unless another vote is passed.
7. 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.
8. Classroom teachers shall be provided at least 275 minutes for preparation per week. 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.
9. 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.
10. 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.
11. 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.

12. 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 1375 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.
13. 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.
14. 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.

#### 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 brownsipping 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 shall be for nine (9) months. The contract dates shall be from one week after the first contract date for teachers through the last contract date for teachers, and will include the fall recess week as a regularly scheduled work week.

### **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, Technology Educator, Librarian, Campus Lab Technician (Computer Lab Assistant), Media Technician, Unit Chair, CEA, RET 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. Retirees (preferably IMC certified or IMC classified) may be hired to work one day per week (or 34 days per school year) in the IMC per IMC department request with approval from the Employee Relations Division.
5. A procedure for scheduling usage of all campus computer labs will be developed to maximize utilization.
6. 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
7. Unsupervised student usage of the IMC will be addressed.
8. Other levels of service identified by the site will be addressed.

### **ADDITIONAL ASSIGNMENT FOR REGULAR CERTIFICATED PERSONNEL**

#### **Student Teachers**

- A. A teacher requesting a student teacher shall make application through his/her department chair. A teacher must have at least three years of classroom teaching experience before being assigned a student teacher, two years of which much have been completed in the District. The responsibility for coordinating the student teacher program shall be delegated to the Assistant Superintendent for Instruction and Accountability. In general, teachers should have only one student teacher per year; any exceptions to this practice must be approved by the teacher, his/her department chairperson, his/her principal, and the Assistant Superintendent for Instruction and Accountability.
- 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.

### 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 with the exception of music students.
- the Governing Board directs the Administration to provide safeguards to assure that equal opportunity is provided each student in every music department where a teacher may be involved in tutoring or private lessons.
- the written consent of his/her principal is obtained.

### Summer School

Continuing teachers, probationary teachers, and classified employees may apply for summer school positions which are posted.

Selection and assignment shall be made on the basis of the application, and the interview or a process mutually agreed upon through the meet and confer process.

Preference shall be given to current District employees.



# 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.

#### Employee Conduct Discipline Handbook

The Employee Conduct/Discipline Handbook 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 grade is an assessment by the teacher of how well a student is performing in a class through a specified time period. A grade is based on observation by the teacher, participation by the student and more specific data such as scores on exams and assignments when available. A grade cannot be exclusively determined by mathematical calculations as the professional judgment of the teacher must enter into assessing a student's effort and whether he/she is working to potential.

A teacher shall issue on a weekly basis a "Notice of Failure" to each student who is subject to the No Pass/No Play regulation and is not passing. This weekly "Notice of Failure" shall be the teacher's assessment of the student's participation in class, attendance, effort to complete assignments and whether the student is working to potential. This "Notice of Failure" shall not necessarily assess the student's mastery of content in the course. Guidelines for issuance of the Notice of Failure follow.

1. By noon on Monday of each week of the school year, coaches and sponsors of activities subject to the No Pass/No Play regulation shall provide the Assistant Principal for Athletics a list of all participants in each sport or activity. The Assistant Principal shall develop a computerized list of all participants.
2. By 3:00 each Tuesday of the school year, each classroom teacher will be given a roster of his/her students who are subject to the No Pass/No Play regulation.
3. The teacher shall indicate on the roster only those students not passing or in danger of failing the course through that week. If any of the students are so indicated, the teacher shall return this roster to the Assistant Principal for Athletics by 1:00 each Thursday.
4. By 4:00 PM on each Friday, the Assistant Principal for Athletics shall provide lists of students who have been designated as failing or in danger of failing any courses to all coaches, sponsors and head counselors.
5. A student who is not passing all courses in which he/she is enrolled as of Friday of any school week shall be ineligible to participate in a sport or activity for the following week, Monday through Saturday. The designation of "passing" may be based on the cumulative grade to date of the student

in the course, and the professional judgment of the teacher may enter into assessing a student's progress and performance.

6. By 4:00 PM on each Friday, the Assistant Principal for Athletics shall generate and mail to each parent of an ineligible student a letter of notification.
7. During a private conference with the student, the sponsor/coach will review with the student the options for remediation available to the student in order to clear the deficiency and resume eligibility status. A student who brings his/her grade up to passing during the week may be allowed to participate in the sport or activity provided the teacher of record has signed a document stating that the student is passing and the Assistant Principal for Athletics/designee has initialed approval of such.
8. If the student earns a failing or incomplete grade at the end of a grading period, the student shall be ineligible to participate in a sport or activity the following week of competition for the current school year. Should the week following the end of the grading term be a school recess week, the student's term grades will be reviewed by the Athletic Director on the first day back in session. A failing term grade or Incomplete will make the student ineligible for that week. The student who is deemed ineligible per this term grade shall not resume eligibility status for the week.
9. Each teacher shall be given a copy of the PUHSD 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 North Central Association 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 department chair unless excused by the department chair. An agenda shall be distributed prior to such departmental meetings. The department chair may notify the principal of unexcused absences.

### **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, department chairs 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 Assistant Superintendent for Instruction and Accountability:

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. 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

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 to not 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 insure 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 typing 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 probationary 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. Written notice to one's department chair shall be acceptable in emergency situations.

### **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 inservice 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.

## **Inservice 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. First-year probationary teachers may be required to attend orientation and inservice 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 is 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 department chairperson.

## **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.

**Memo of Agreement**  
**Leave Days**  
**Effective through June 30, 2005**

**The following language will be effect through June 30, 2005.**

To ensure continuous quality instruction and adequate campus supervision, a teacher who finds it necessary to be absent the day before or after a recess must coordinate such with the Principal prior to the absence unless an emergency. In the event of an emergency, the Superintendent/designee may require verification. If the employee cannot provide such, a letter of reprimand may be placed in the employee's file. A second non-emergency absence in a year, taken before or after a recess and without prior coordination with the Principal, may result in the employee forfeiting one day's salary for each such absence.

**Prior to June 30, 2005, this language will again be discussed through the negotiations process and data will be examined regarding the following:**

- number of leave days before/after a recess day for which prior consideration was requested,
- number of leave days which were actually taken before/after a recess day after prior coordination with the Principal,
- number of instances where coordination efforts between the Principal and the employee failed and reasons given by both,
- number of leave days taken before/after a recess day due to emergency, and
- number of leave days taken before/after a recess day due to emergency for which the Superintendent/designee required verification of the emergency.

**Memo of Agreement**  
**Subfinder**  
**Effective through June 30, 2004**

A joint committee will be convened no later than May 1, 2003 to develop a plan to improve the district's teacher absence reporting system. The charge of the committee will include but not be limited to:

- developing clear procedures for reporting both personal and school business absences;
- determining how flaws in the current automated reporting system can be corrected; and
- developing procedures for those instances when the automated system fails.

The committee will make recommendations to the Employee Relations Division in an effort to have the mechanical issues corrected during the summer and to have informational presentations given to teachers prior to the first day with students for the 2003-04 school year.

The committee will continue throughout the 2003-04 school year and will gather data to ensure that the improvements are uniformly implemented and are adequate in correcting the problems.

**Memo of Agreement  
Athletic Trainers**

**Initial Placement on Athletic Trainers' Salary Schedule  
FOR PLACEMENT DURING THE 2002-03 SCHOOL YEAR**

1. An Athletic Trainer who was also a teacher during the 2001-02 school year will have his/her Schedule F amount recalculated from a .07 index to a .05 for the purpose of placement onto the Athletic Trainers' Salary Schedule at the appropriate range for education and at the first step which will cause no loss of pay from the trainer's 2001-02 teaching salary schedule plus Schedule F payments calculated at .05. In addition to this salary, this teacher-trainer will be permitted to teach one extra class for extra pay per language cited below.
2. An Athletic Trainer who was not a teacher during 2001-02 is terminated at the end of the school year and may apply for vacant Athletic Trainer positions for the 2002-03 school year. If hired, this trainer will be placed on the Athletic Trainers' Salary Schedule at the appropriate range for education and at the first step which will cause no loss of pay from the trainer's 2001-02 salary including Schedule F payments.
3. If the 2001-02 teacher-trainer or trainer has prior teaching or school athletic training experience, he/she will be given up to 8 years of prior experience but will not be placed higher than Step 9 unless such would cause a loss of pay.

**Other Issues**

1. The job description of the Athletic Trainer shall be reviewed and revised, if necessary, prior to advertising jobs for the 2003-04 school year.
2. 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.
3. A process for evaluating an Athletic Trainer shall be developed during the summer of 2003 by a team which includes the CTA President/designee and shall be implemented during the 2003-04 school year.
4. Should an issue pertaining to Athletic Trainers which has not been addressed in this Memo of Agreement arise during the 2003-04 school year, the CTA President and the Director of Certified Personnel shall reach agreement on the disposition of the issue. This Memo, a transfer process for Athletic Trainers and any additional issues pertaining to Athletic Trainers will be forwarded to negotiations 2003-04 with the intent of placing information pertaining to the working conditions of Athletic Trainers in the Professional Agreement for subsequent years.

**Memo of Agreement Effective through June 30, 2004**

**ASRS DEFERRED RETIREMENT OPTION PLAN (DROP)**

It is anticipated that the DROP program will be approved for implementation by the end of the 2003 school year. An employee who meets normal retirement status as defined by the Arizona State Retirement System (ASRS) and who has been employed for ten consecutive years with the District shall be entitled to participate for one year (or up to three years at the District's discretion) at no additional cost to the District, provided he/she:

1. notifies the District by February 15 that he/she will retire at the end of the following school year, and
2. has positive evaluations and an acceptable disciplinary history for the previous three years.

Participation in the DROP program for two or three years is contingent upon the employee having the approval of his/her Supervisor/Principal and the Executive Director for Employee Relations/Legal Services.

## **Memo of Agreement Effective through June 30, 2004**

### **RECRUITMENT AND RETENTION**

1. The District will reimburse testing, certification, fingerprinting, and similar fees required for certification for newly recruited teachers with the approval of the Director of Employee Relations with notification to the CTA President.
2. A teacher who is required to obtain and maintain a special license in order to provide student services that can be reimbursed by Medicaid, other than that required by the job description, may submit a request to the Director of Employee Relations and will have the required education and certification fees reimbursed. Classes taken to maintain these licenses can be used for advancement through the salary schedule.

**Memo of Agreement**  
**Summer Job Postings**  
**Effective Through June 30, 2005**

To be made aware of openings, in-district employees must examine the job vacancy postings in the Employee Relations Division where applications are also available. Should an in-district employee wish to apply for all positions in a specific area which open during the summer recess, the employee may state such on a form provided in the Employee Relations Division. The employee will then be included on the lists of applicants for all positions in that area which are posted during the summer.

## PHOENIX UNION HIGH SCHOOL DISTRICT NO. 210

### IN-CITY TRAVEL REIMBURSEMENTS GUIDELINES

**Who:** Phoenix Union High School District employee authorized to travel within the city (Phoenix) up to 35 miles from his/her designated duty post (school). (For travel guidelines beyond 35 miles, refer to the IN-STATE TRAVEL GUIDELINES.)

#### What Can I Be Reimbursed For?

1. **Registration Fees:** Reimbursable with an **original** receipt from the conference, seminar, etc.
2. **Transportation** based on actual mileage from the traveler's residence or designated duty post (school) which ever is the **shorter** distance. Reimbursement for travel in a privately-owned vehicle is currently **.345 cents** per mile 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 – CES 4<sup>th</sup> Floor.  
  
Mileage claims for use of privately owned vehicles shall specify exact street address & city in the "Departed From" and "Arrived At" Columns on the claim form (unless using District Mileage Chart).  
  
A traveler driving a privately-owned motor vehicle must have current vehicle insurance and a valid Arizona Driver's License both to be verified by the Administrator prior to travel.
3. **Lodging and Meals are not allowed for in-city travel** (within 35 miles of the traveler's designated duty post) except for club sponsors. Club sponsors should follow the IN-STATE TRAVEL guidelines in requesting reimbursement for travel expenses associated with chaperoning students.

#### How Do I File A Claim For Reimbursement?

##### 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 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: Controller's Office - CES 4th Floor. **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 Assistant Superintendent for Instruction.)
4. Keep a copy for your records.

#### **DO NOT SEND XEROXED COPIES**

All Reimbursements shall be made in accordance with Board Policy and State of Arizona Guidelines. A complete copy of these guidelines are available in your Principal's Office.

August 2001

PHOENIX UNION HIGH SCHOOL DISTRICT NO. 210  
IN-STATE OUT OF TOWN TRAVEL GUIDELINES

**Who:** 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?**

1. **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.

2. **Transportation:** Reimbursement is limited to expense of travel by the most direct and usually traveled route; by the most economical means of transport. The current reimbursement rate for privately-owned vehicles is .345 cents per mile.

When travel begins or ends at the individual's residence, mileage shall be completed 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.

3. **Registration:** Reimbursable with an **original** receipt from the conference, etc. Canceled checks/credit card receipts will not be accepted.

4. **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 6:00 A.M. and the traveler's normal workday is extended by 2 hours. Maximum allowed: \$ 7

**Lunch** - only when traveler is in travel status for 6 hours or more and travel starts on or before 11 A.M. and ends at or after 2:00 P.M. Maximum allowed: \$ 7.50

**Dinner** - Only when travel extends to 8:00 P.M. or beyond and the traveler extends his normal workday by more than 3 hours. Maximum allowed: \$ 15.00

The traveler is 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 three 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 CES Travel – 3rd Floor who will obtain the signature of the Assistant Superintendent for Instruction or his/her designee. Be sure all budget codes are accurate. If you have been approved for funds from your employee association (CTA, ADA, CEA) be sure the amount and budget code are listed. Please review additional instructions on the Travel Request Form. The total cost of the trip noted on your travel request form is the maximum you may claim, regardless of 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, please attach original requisition to your original travel request form and send to CES Travel – 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. Fill out a Travel Claim Form listing each day separately with expenses listed by day. Follow Travel Claim Form Instructions for completing the form. It will be returned to you if not filled out correctly, which will delay payment. Sign it and have your Administrator sign it. Principal's must have their claim signed by the Assistant Superintendent for Instruction. Attach all original receipts.
2. Send to: Controller's Office, CES 4th Floor. Keep a copy for your records.
3. If your 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 CES Travel Office - 5th Floor. Note on your travel claim form that you have filed an amended request. Your claim will be held in the Controller's Office - CES until your Amended Travel Request Form has been approved. **This will significantly delay your reimbursement.**

PHOENIX UNION HIGH SCHOOL DISTRICT NO. 210  
OUT-OF-STATE TRAVEL GUIDELINES

Who: Phoenix Union High School District employees authorized to travel out-of-state for business purposes.

What Reimbursements Am I Eligible to Claim?

1. 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.

2. 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 approved mileage rate, currently .345 cents per mile, 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 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, buses are reimbursable - receipts are not required.

3. Registration: Reimbursable with an Original receipt from the conference, seminar, etc. Canceled checks/credit card receipts will not be accepted.

4. 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.

Rates range from \$ 29.50 - \$ 40 per day based on location of travel.

Breakfast - Only when travel starts on or before 6:00 A.M. and the traveler's normal workday is extended by 2 hours. Range: \$7 - \$9.50

Lunch - Only when traveler is in travel status for 6 hours or more and travel starts on or before 11 A.M. and ends at or after 2:00 P.M.

Range: \$ 7.50 - \$ 10

Dinner - Only when travel extends to 8:00 P.M. or beyond and the traveler extends his normal workday by more than 3 hours. Range: \$15.00 - \$20.50

**The traveler is 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 three 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 CES Travel - 3rd Floor who will obtain the signature of the Assistant Superintendent for Instruction or his/her designee. Be sure all budget codes are accurate. If you have been approved for funds from your employee association (CTA, ADA, CEA) be sure the amount and budget code are listed. Please review additional instructions on the Travel Request Form. **The total cost of the trip noted on your travel request form is the maximum you may claim, regardless of actual expenses you incur. Make sure it is estimated appropriately.**
2. The Travel Request Form will be sent to the Phoenix Union High School District Governing Board for 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, please attach original requisition** to your original travel request form and send to CES Travel Office - 5th 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. Fill out a Travel Claim Form listing each day separately with expenses listed by day. Follow Travel Claim Form Instructions for completing the form. It will be returned to you if not filled out correctly which will delay payment. **Sign it and have your Administrator sign it.** Principal's must have their claim signed by the Assistant Superintendent for Instruction. Attach all original receipts.

Send to: Controller's Office, CES 4th Floor. **Keep a copy for your records.**

3. If your actual expenses claimed exceeds the amount that was approved by the Board, you may file an Amended Travel Request Form and send it to the CES Travel - 3rd Floor. Note on your travel claim form that you have filed an amended request to the Governing Board. Your claim will be held in the Controller's Office - CES until the Board approves your amendment. **This will significantly delay your reimbursement.**

**PHOENIX UNION HIGH SCHOOL DISTRICT - PAYROLL DEPARTMENT**  
**Pay Schedule for 9 Month Contract Employees**

	<b>Contract Dates Covered By This Payroll</b>	<b>26 Pay Option</b> 1. 7/29/03 - 5/21/04 2. 8/5/03 - 5/28/04 (209 Days)	<b>20 Pay Option</b> 1. 7/29/03 - 5/21/04 2. 8/5/03 - 5/28/04 (209 Days)	<b>Voluntary Deduction Schedule</b>	<b>Recess &amp; Holidays</b>
C 3.	8/8/03	7/28-8/8	1. 9-Day Pay 2. 4-Day Pay	1. 4-Day Pay 2. No Check	
D 4.	8/22/03	8/11-22	1. First Direct Deposit 2. 10-Day Pay	1. First Direct Deposit 2. 9-Day Pay	First: Voluntary Insurance, Flex Spend
E 5.	9/5/03	8/25-9/5	2. First Direct Deposit	2. First Direct Deposit	First: Credit Union, Extra Curricular, Savings Bond, TSA & TSA in Lieu, CTA & CEA Dues & Charity  Labor Day 9/1
F 6.	9/19/03	9/8-9/19			First: Other Organization Dues
G 7.	10/3/03	9/22-10/3			
H 8.	10/17/03	10/6-17			Fall Recess 10/6-10
I 9.	10/31/03	10/20-31			
J 10.	11/14/03	11/3-14			Veterans Day 11/11
K 11.	11/26/03	11/17-28			Thanksgiving 11/27-28
L 12.	12/12/03	12/1-12			
M 13.	12/26/03	12/15-26		Last: Charity, & Extra Curricular for 2003	Winter Recess
N 14.	1/9/04	12/29-1/9		First: Charity, & Extra Curricular for 2004	12/22 - 1/2
O 15.	1/23/04	1/12-23			ML King Day 1/19
P 16.	2/6/04	1/26-2/6			
Q 17.	2/20/04	2/9-20			Presidents' Day 2/16
R 18.	3/5/04	2/23-3/5			
S 19.	3/19/04	3/8-19			Spring Recess 3/8-12
T 20.	4/2/04	3/22-4/2			
U 21.	4/16/04	4/5-16			
V 22.	4/30/04	4/19-30	1. Last Direct Deposit	1. Last Direct Deposit	Last: Organizational Dues  School Recess 4/30
W 23.	5/14/04	5/3-14	1. 10-Day Pay 2. Last Direct Deposit	1. 10-Day Pay 2. Last Direct Deposit	Last: Flex Spend
	5/21/04*		1. 5-Day Pay + Balloon	1. 5-Day Pay	
X 24.	5/28/04	5/17-28	2. 10-Day Pay + Balloon	2. 10-Day Pay	Last: Voluntary Insurance, Credit Union, Charity, Extra Curricular, Savings Bond, TSA & TSA in Lieu

\* Payday only for contract dates ending 5/21/04

**PHOENIX UNION HIGH SCHOOL DISTRICT PAYROLL DEPARTMENT  
Pay Schedule for JROTC Contract Employees**

	<b>Contract Dates Covered By This Payroll</b>	<b>26 Pay Option</b> 8/5/03 - 6/4/04 (214 Days)	<b>20 Pay Option</b> 8/5/03 - 6/4/04 (214 Days)	<b>Voluntary Deduction Schedule</b>	<b>Recesses &amp; Holidays</b>
C 3.	8/8/03	8/5-8	4-Day Pay	No Check	
D 4.	8/22/03	8/11-22	10-Day Pay	9-Day Pay	First: Voluntary Insurance, Flex Spend
E 5.	9/5/03	8/25-9/5	First Direct Deposit	First Direct Deposit	First: Credit Union, Extra Curricular, Savings Bond, TSA & TSA in Lieu, CTA & CEA Dues & Charity Labor Day 9/1
F 6.	9/19/03	9/8-9/19			First: Other Organization Dues
G 7.	10/3/03	9/22-10/3			
H 8.	10/17/03	10/6-17			Fall Recess 10/6-10
I 9.	10/31/03	10/20-31			
J 10.	11/14/03	11/3-14			Veterans Day 11/11
K 11.	11/26/03	11/17-28			Thanksgiving Day 11/27-28
L 12.	12/12/03	12/1-12			
M 13.	12/26/03	12/15-26		Last: Charity, & Extra Curricular for 2003	Winter Recess
N 14.	1/9/04	12/29-1/9		First: Charity, & Extra Curricular for 2004	12/22 - 1/2
O 15.	1/23/04	1/12-23			ML King Day 1/19
P 16.	2/6/04	1/26-2/6			
Q 17.	2/20/04	2/9-20			Presidents' Day 2/16
R 18.	3/5/04	2/23-3/5			
S 19.	3/19/04	3/8-19			Spring Recess 3/8-12
T 20.	4/2/04	3/22-4/2			
U 21.	4/16/04	4/5-16			
V 22.	4/30/04	4/19-30			Last: Organizational Dues School Recess 4/30
W 23.	5/14/04	5/3-14	Last Direct Deposit	Last Direct Deposit	Last: Flex Spend
X 24.	5/28/04	5/17-28	10-Day Pay	10-Day Pay	Last: Voluntary Insurance, Credit Union, Charity, Extra Curricular, Savings Bond, TSA & TSA in Lieu
	6/4/04*	5-Day Pay + Balloon	5-Day Pay		Memorial Day 5/31

\* Payday only for contract dates ending 6/4/04

PROFESSIONAL DEVELOPMENT ACTIVITY	MAXIMUM HOURS	DOCUMENTATION REQUIRED
<u>Educational research.**</u> Definition: Sponsored by a research facility or an accredited institution or funded by a grant.	Unlimited	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.
<u>National Board of Professional Teaching Standards.</u>	Unlimited	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.
<u>Leadership position in an educational institution.</u> Definition: Eligible participants are President, Vice-President, and Executive Board.	30 hr. limit per year	Association will complete certificate verifying hours awarded for service.
<u>Serving on an accreditation team.</u> Definition: Service as a member or chair of a visitation team for the North Central Association.	60 hr. limit per year	Letter or certificate from North Central Association or visitation chair verifying dates and clock hours earned.

\*\* Required forms are available in the Principal's office or by calling the District Employee Relations 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.

## PROFESSIONAL DEVELOPMENT GUIDELINES

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 Employee Relations Office up to 6 months prior to the certificate expiration date.*

PROFESSIONAL DEVELOPMENT ACTIVITY	MAXIMUM HOURS	DOCUMENTATION REQUIRED
<p><u>Courses related to education or a subject area taught in Arizona public schools.</u></p> <p>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</p>	Unlimited	Official transcript from accredited institution. Each semester hour of course work is equivalent to 15 hours of professional development.
<p><u>District in-service designed for professional growth.</u></p> <p>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 Employee Relations Office, and shall include learning objectives, activities, assessment, attendance/accountability plan, and qualified instructors.</p>	Unlimited	Phoenix Union High School District Professional Development certificate signed by site administrator or Curriculum Division.
<p><u>Professional (education-related) conferences and workshops.**</u></p> <p>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.</p>	30 hr. limit per year	Conference agenda and a statement of certificate from the sponsoring organization noting clock hours earned in training sessions.
<p><u>Business internship.</u></p> <p>Definition: Based on an agreement between a business and the District or site administrator with the specific objective of aligning teaching curriculum with workplace skills.</p>	80 hr. limit per year	Written verification by the sponsoring business and District or site administrator stating the dates of participation and number of clock hours earned.

# 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.
CES - To Be Assigned (TBA)	Person not assigned a position during the reassignment process and assigned to CES 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 Teacher	A certified teacher who has been employed full-time for more than the major portion of each of three consecutive school years and was employed at the end of the third consecutive year.
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).

Non-Continuing Teacher (Probationary)	A certified teacher who is employed by the District full-time for less than the major portion of three (3) consecutive years and is not a part-time or continuing teacher.
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	<p>A Program shall consist of teachers representing two or more departments collectively providing a defined curriculum.</p> <p>As of the 2000-01 school year, the following are accepted as programs.</p> <p><u>A. Magnet Programs</u></p> <ol style="list-style-type: none"> <li>1. Center for Medical and Health Studies</li> <li>2. Center for International Studies</li> <li>3. Center for Computer Studies</li> <li>4. Center for Marine and Environmental Science</li> <li>5. Center for Agribusiness, Equine Science, and Natural Resource Management</li> <li>6. International Baccalaureate Program</li> <li>7. Center for Academic and Technological Studies</li> <li>8. Center for Aviation/Aerospace Education</li> <li>9. Center for Communication Arts: Print, Radio, Television, Film</li> </ol>

10. Center for Law-Related Studies
11. Center for Performing Arts
12. Center for Visual Arts

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 department chairs, 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

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.
Reprimand	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.
Roving Guest Teacher	Person assigned to CES-TBA status and placed for a minimum of one week (Monday through Friday) per campus as a roving guest teacher.
School District	The Phoenix Union High School District.
School Year	The school year as defined by the official school calendar.

Superintendent	The Superintendent of Schools of the Phoenix Union High School District.
Teacher	Any member of the bargaining unit, including the Student Assistant Program/Intervention Specialist.
Teacher on Assignment	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. (See Proc. 3-14 for exceptions.)
Team(s)	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.
Week	A calendar week.

# Fremont Union High School District

## 2003-2004 School Calendar - Revised 11-21-02

Month	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1	Aug 4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29
2	Sep 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26
3	Sep 29	Oct 30	1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24
4	Oct 27	28	29	30	31	Nov 3	4	5	6	7	10	11	12	13	14	17	18	19	20	21
5	Nov 24	25	26	27	28	Dec 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19
6	Dec 22	23	24	25	26	Jan 29	30	31	1	2	5	6	7	8	9	12	13	14	15	16
7	Jan 19	20	21	22	23	Feb 26	27	28	29	30	2	3	4	5	6	9	10	11	12	13
8	Feb 16	17	18	19	20	Mar 23	24	25	26	27	1	2	3	4	5	8	9	10	11	12
9	Mar 15	16	17	18	19	Apr 22	23	24	25	26	29	30	31	1	2	5	6	7	8	9
10	Apr 12	13	14	15	16	May 19	20	21	22	23	26	27	28	29	30	3	4	5	6	7
11	May 10	11	12	13	14	June 17	18	19	20	21	24	25	26	27	28	31	1	2	3	4

## Count of Days

Days Taught	Teacher Duty Days	Holidays & Recess		Terms		
		Tea	Stu	Dates	Number of Days	
15	19	0	0	8/11	Term	Semester
19	19	1	1		40th Day	10/13
15	15	5*	5	10/3	39	10/13
19	19	1	1			
17	18	2	3			
10	10	10	10	12/19	46	85
19	19	1	1	1/5		
14	14	6	6		100th Day	1/26
20	20	0	0	3/5	43	3/15
19	19	1	1			
13	15	0	2	5/28	52	95
180	187	27	30			180 Days

Appendix D-1

Prepared by ITS

Revised calendar approved by Governing Board on 11-21-02.

### Legend

Legal Holiday 

Teacher Inservice 

School Recess 

Report Preparation 

End of Term 

Examination Days 

\*Students, 9, 9<sup>1/2</sup>, and appropriate 10 month employees.

Unpaid days for 9, 9<sup>1/2</sup>, and appropriate 10 month employees.

\*\*Students, 9, 9<sup>1/2</sup>, and appropriate 10 month employees.

This date is subject to change depending upon actual date of AEA Delegate Assembly.

\*\*\*Senior Exams.

- Note:**
- AIMS administration (mathematics, writing and reading - grades 11 and 12), October 20-22, 2003
  - AIMS administration (writing - grades 10, 11, and 12), February 24, 2004
  - Stanford 9 administration - March 15 - May 1, 2004
  - AIMS administration (mathematics and reading - grades 10, 11, and 12), April 26-27, 2004 (Testing dates are subject to change).

**PHOENIX UNION HIGH SCHOOL DISTRICT**  
**2003-2004 School Calendar - Revised 11-21-02**

**First Semester**

Tuesday-Friday	August 5-8	Teacher Inservice
Monday	August 11	Classes Begin
Monday	September 1	* Labor Day
Friday	October 3	End of First Term
Monday-Friday	October 6-10	* * Fall Recess
Tuesday	November 11	* Veterans Day Recess
Thursday	November 27	* Thanksgiving Day
Friday	November 28	* Thanksgiving Recess
Wednesday, Thursday	December 17, 18	Semester Exams
Friday	December 19	Report Preparation - No Classes
Friday	December 19	End of Second Term/First Semester

**Second Semester**

Monday-Friday	Dec. 22 - Jan. 2	* Winter Recess
Monday	January 5	Classes Begin
Monday	January 19	* MLK/Civil Right's Day
Monday	February 16	* Presidents' Day
Friday	March 5	End of Third Term
Monday-Friday	March 8-12	* Spring Recess
Friday	April 30	*** School Recess
Friday	May 21	Senior Exams
Tuesday, Wednesday	May 25, 26	Semester Exams
Wednesday	May 26	180th Day/Last Day of Classes
Thursday	May 27	Graduation Day
Thursday	May 27	Report Preparation - No Classes
Friday	May 28	Report Preparation - No Classes
Friday	May 28	End of Fourth Term/Second Semester
Friday	May 28	Last Day of 9 Month Contracts

**Number of Teaching Days**

Term 1 - 39 Days	
Term 2 - 46 Days	Semester 1 - 85 Days
Term 3 - 43 Days	
Term 4 - 52 Days	Semester 2 - 95 Days
	(180 Days)

\*Students and all employees off.

\*\*Students, 9, 9<sup>1/2</sup>, and appropriate 10 month employees.  
 Unpaid days for 9, 9<sup>1/2</sup>, and appropriate 10 month employees.

\*\*\*Students, 9, 9<sup>1/2</sup>, and appropriate 10 month employees.

This date is subject to change depending upon actual date of AEA Delegate Assembly.

- Note:**
- AIMS administration (mathematics, writing and reading - grades 11 and 12), October 20-22, 2003
  - AIMS administration (writing - grades 10, 11, and 12), February 24, 2004
  - Stanford 9 administration - March 15 - May 1, 2004
  - AIMS administration (mathematics and reading - grades 10, 11, and 12), April 26-27, 2004  
 (Testing dates are subject to change).

Prepared by ITS

Revised calendar approved by Governing Board on 11-21-02.

## 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	Education
Fine Arts	Graphic Arts
Industrial Arts	Language and Humanities (as listed)
Music	Photography
Science	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  
Construction  
Engineering  
Guidance  
Industrial Education  
Industrial Relations  
Metallurgy  
Physics  
Skilled Trades  
Vocational

Chemistry  
Economics  
Fine Arts  
Industrial Arts  
Industrial Management  
Mathematics  
Mineralogy  
Sciences  
Technical Education  
Education

## LANGUAGE AND HUMANITIES

Anthropology  
English Language & Literature  
Germanic Language & Literature  
History  
Literature  
Oriental Languages & Literature  
Religion  
Russian Languages & Literature

Classical Language & Literature  
Fine Arts  
Geography  
Linguistics  
Music  
Philosophy  
Romance Languages & Literature  
Sociology

## INSTRUCTIONAL MATERIALS

Audio-Visual  
Fine Arts  
Languages & Humanities (as listed)

Basic Science  
General Academic Survey Courses  
Library Science

## MATHEMATICS

Accounting  
Astronomy  
Basic Sciences  
Economics (including Theory  
of Games & Operations Research)  
Engineering  
Geophysics  
Independent Research or Study  
Insurance  
Life Science  
Mathematics  
Physical Science

Architecture  
Astrophysics  
Business in Statistics  
Educational Research  
Electronics  
Genetics  
Computer Mathematics (including  
Computer Programming and Numerical  
Analysis)  
Logic  
Mathematics Education  
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

Basic 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

## SPECIAL EDUCATION

Arithmetic and Quantitative Concepts and Skills  
Arts and Crafts  
Bilingual  
Blind and Partially Sighted  
Cerebral Palsy Child  
Community Resources and the Handicapped Child  
Culturally Deprived  
Education of Hearing Handicapped Curriculum - Language and Speech Development  
Emotionally Disturbed or Maladjusted  
Epileptic Child  
Etiology  
Gifted Child  
Homemaking and Industrial Arts  
Indian Education  
Industrial Arts for Special Education  
Language Arts and Communicative Skills  
Mental Retardation  
Methods, Materials, and Curriculum in Special Education  
Multi-disciplinary Approach to Problems of Mental Retardation  
Occupational Education for the Special Education Student  
Orthopedically Handicapped  
Physical Education - Corrective Techniques  
Physical Sciences  
Psychological, Social, and Health Aspects of Mental Retardation  
Psychology

**SPECIAL EDUCATION (cont.)**

Reading (including remedial)  
Social Sciences  
Speech Correction  
Supervision and Administration of Special Education Programs

**RECOMMENDATIONS FOR ADDITION TO FIELDS OF STUDY  
PROFESSIONAL EDUCATION**

Courses such as:

Counseling	Administration
Reading	Curriculum & Instruction
Evaluation	Exceptional Students
Psychology	College of Education Courses
Metric Courses	Data Processing Courses
Dropout Courses	Chemical Awareness
Courses in the Spanish Language	Typing
Audio-Visual	Computer Science
English	Math
Science	

## APPENDIX G

### PERFORMANCE BASED PAY PLAN

The 2001-02 Performance Based Pay Plan will be printed in the Professional Agreement as Appendix G along with the date changes as approved in the spring of 2002 and the following statement.

The Performance Based Pay Plan which was ratified for the 2001-02 school year will continue as the Performance Based Pay Plan for the 2003-04 school year.

The plan is currently in its first year of implementation, and the data are being gathered on how well the criteria meet the objectives of the program.

The Performance Based Pay Committee will evaluate the entire plan at the beginning of the 2002-03 school year and will study data and teacher feedback regarding all six indicators.

The Performance Based Pay Committee will make recommendations, through the negotiations process, for any modifications to the plan for future years.

PROFESSIONAL  
AGREEMENT  
SALARY SUPPLEMENT  
For 2004-2005

Phoenix Union High School District No. 210



**PHOENIX UNION HIGH SCHOOL DISTRICT  
TEACHERS' SALARY SCHEDULE - D  
2004-05**

Base Salary = \$28,875

STEP	RANGE 1 BA	RANGE 2 MA/BA+36	RANGE 3 MA+15	RANGE 4 MA+30	RANGE 5 MA+45
1	32,918	33,914	34,910	35,906	36,902
2	33,914	34,910	35,906	36,902	37,898
3	34,910	35,906	36,902	37,898	39,703
4	35,906	36,902	37,898	39,703	41,508
5	36,902	37,898	39,703	41,508	43,313
6	37,898	39,703	41,508	43,313	45,117
7	39,703	41,508	43,313	45,117	46,922
8	41,508	43,313	45,117	46,922	48,727
9		45,117	46,922	48,727	50,531
10		46,922	48,727	50,531	52,336
11		48,727	50,531	52,336	54,141
12		50,531	52,336	54,141	55,945
13		52,336	54,141	55,945	60,291
					5/13+
					2 <sup>ND</sup> yr @ 5/13
					62,291

**PHOENIX UNION HIGH SCHOOL DISTRICT  
JROTC SALARY SCHEDULE  
2004-05**

Base Salary = \$28,875

	RANGE 1	RANGE 2	RANGE 3	RANGE 4	RANGE 5	RANGE 6
STEP	BA	MA/BA+36	MA+15	MA+15	MA+30	MA+45
1	31,921	32,918	33,914	34,910	35,906	36,902
2	32,918	33,914	34,910	35,906	36,902	37,898
3	33,914	34,910	35,906	36,902	37,898	39,703
4	34,910	35,906	36,902	37,898	39,703	41,508
5	35,906	36,902	37,898	39,703	41,508	43,313
6	36,902	37,898	39,703	41,508	43,313	45,117
7	37,898	39,703	41,508	43,313	45,117	46,922
8	39,703	41,508	43,313	45,117	46,922	48,727
9	41,508	43,313	45,117	46,922	48,727	50,531
10	43,313	45,117	46,922	48,727	50,531	52,336
11	45,117	46,922	48,727	50,531	52,336	54,141
12	46,922	48,727	50,531	52,336	54,141	55,945
13	48,727	50,531	52,336	54,141	55,945	60,291

**PHOENIX UNION HIGH SCHOOL DISTRICT  
ATHLETIC TRAINERS' SALARY SCHEDULE  
2004-05**

Base Salary = \$23,207

STEP	RANGE 1 BA	RANGE 2 MA/BA+36	RANGE 3 MA+15	RANGE 4 MA+30	RANGE 5 MA+45
1	32,132	33,583	35,033	36,484	37,934
2	33,583	35,033	36,484	37,934	39,385
3	35,033	36,484	37,934	39,385	40,835
4	36,484	37,934	39,385	40,835	42,285
5	37,934	39,385	40,835	42,285	43,736
6	39,385	40,835	42,285	43,736	45,186
7	40,835	42,285	43,736	45,186	46,637
8	42,285	43,736	45,186	46,637	48,087
9	43,736	45,186	46,637	48,087	49,538
10	45,186	46,637	48,087	49,538	50,988
11	46,637	48,087	49,538	50,988	52,439
12	48,087	49,538	50,988	52,439	53,889
13	49,538	50,988	52,439	53,889	55,339

## School Nurses' Salary Schedule

**2004-05**

Base Salary = \$23,207

	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7
STEP	RN	RN + 30	BS	BS+30/MA	MA + 15	MA + 30	MA + 45
1	28,563	30,348	32,132	33,917	35,704	37,489	39,273
2	30,348	32,132	33,917	35,704	37,489	39,273	41,058
3	32,132	33,917	35,704	37,489	39,273	41,058	42,845
4	33,917	35,704	37,489	39,273	41,058	42,845	44,629
5	35,704	37,489	39,273	41,058	42,845	44,629	46,414
6	37,489	39,273	41,058	42,845	44,629	46,414	48,199
7	39,273	41,058	42,845	44,629	46,414	48,199	49,983
8	41,058	42,845	44,629	46,414	48,199	49,983	51,770
9	42,845	44,629	46,414	48,199	49,983	51,770	53,555
10	44,629	46,414	48,199	49,983	51,770	53,555	55,339
11	46,414	48,199	49,983	51,770	53,555	55,339	57,124

Department Chairperson  
(rounded to closest dollar)

2004-05

	1	2	3	4	5	6
INDEX	\$36,902	\$37,898	\$39,703	\$41,508	\$43,313	\$45,117
0.10	3,690	3,790	3,970	4,151	4,331	4,512
0.09	3,321	3,411	3,573	3,736	3,898	4,061
0.08	2,952	3,032	3,176	3,321	3,465	3,609
0.07	2,583	2,653	2,779	2,906	3,032	3,158
0.06	2,214	2,274	2,382	2,490	2,599	2,707
0.05	1,845	1,895	1,985	2,075	2,166	2,256
0.04	1,476	1,516	1,588	1,660	1,733	1,805

The index is multiplied by Steps 4 through 9 on Range 2 of the Teachers' Salary Schedule.

**DEPARTMENT CHAIRPERSON**

Number* of Full-Time Equivalent Teachers	Index
1 to 4	.04
5 to 9	.05
10 to 14	.06
15 to 19	.08
20 to 30	.09
Over 30	.10

(\*Total rounded to nearest whole number, including the department chairperson.)

**Extra Pay for Extra Work**

**Payment for Department Chairpersons**

- A. Department chairs shall be paid as teachers on the regular teachers' salary schedule and shall be paid an additional amount in their role as department chair. The additional amount shall be determined by the number of full-time equivalent teachers in each department at the end of the first register month in each semester.
- B. A department chair who is not given a release period for department chair duties shall be given two additional index steps on the department chair salary schedule with the following exceptions: a department chair 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 department chair.

**Department Chair Released Time**

At least seven (7) department chair release periods, shall be provided to each comprehensive campus and Metro Tech with additional release periods to be provided based on average student population as follows:

Number of release periods	Average student population of at least
8	2,400
9	2,700

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)

Department Chair 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 ESL department chairs shall be equitable across the District. No ESL chair shall have more than .6 release time.

Release periods for ESP facilitators and/or ESP department chairs, if any, shall be in addition to the guidelines listed in this section.

JROTC department chairs will not be given release periods.

Department chairs 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**

Athletic/Non-athletic Activity Increment

Extra Pay Increments

(rounded to closest dollar)

2004-05

INDEX	1	2	3	4	5	6
	\$39,703	41,508	43,313	45,117	46,922	48,727
0.10	3,970	4,151	4,331	4,512	4,692	4,873
0.09	3,573	3,736	3,898	4,061	4,223	4,385
0.08	3,176	3,321	3,465	3,609	3,754	3,898
0.07	2,779	2,906	3,032	3,158	3,285	3,411
0.06	2,382	2,490	2,599	2,707	2,815	2,924
0.05	1,985	2,075	2,166	2,256	2,346	2,436

The index is multiplied by Steps 6 through 11 on Range 2 of the Teachers' Salary Schedule.

## SCHEDULE F

### INDEX SCHEDULE

#### ATHLETIC ACTIVITIES

Archery - Varsity and J.V.	.06
Badminton - Varsity and J.V.	.06
Baseball:	
Varsity	.08
J.V.	.06
Frosh	.06
Basketball:	
Varsity	.09
J.V. & Varsity Asst. (Combined)	.07
Frosh	.06
Cross Country - Varsity, J.V.	
Frosh (Boys & Girls Combined)	.08
Football:	
Varsity	.10
J.V. and Other Assistants including Frosh	.07
Golf - Varsity and J.V. (Boys and Girls each)	.06
Soccer (Boys and Girls each):	
Varsity	.08
J.V.	.06
Softball:	
Varsity	.08
J.V.	.06
Frosh	.06
Swimming Assistant	.06 .05
Tennis:	
Varsity and J.V.	.07
Frosh	.05
Track:	
Varsity	.08
J.V. and Frosh	.06
Volleyball:	
Varsity	.08
J.V.	.06
Frosh	.06
Wrestling:	
Varsity	.08
J.V.	.06
Frosh	.06

#### NON-ATHLETIC ACTIVITIES

Marching Band, 1st semester (if the school's program meets the specific criteria in the Professional Agreement pertaining to music within 1st semester)	.08*
Performance band, 2nd semester (if the school's program meets the specific criteria in the Professional Agreement pertaining to music within 2nd semester)	.08*
Cheer (per season)	.06
Cheer & Pom Together or Spirit Line (per season)	.07
Chess (AIA Sanctioned Team)	.05
Drama	.08
Forensics	.08
Gifted Facilitator**	.05**
Newspaper	.06
Orchestra	.05
Performance Dance	.05
Pom (per season)	.05
Student Govt.	.07
Vocal Music	.05
Yearbook	.08
Yearbook and Newspaper (Combined)	.12
Academic Decathlon	.06
Mock Trial	.06
Gifted Facilitator	.05
JROTC	.07

\*\*This language will be placed on a list, funding for which will be prioritized by IBN. Should the funding become available, this language will replace the current language.

\*\* Gifted Facilitator: .05 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.



