

***CLASSIFIED EMPLOYEES ASSOCIATION
SUPPORT STAFF
PROFESSIONAL AGREEMENT***

REVISED FOR 2020 - 2021



Preparing Every Student for Success in College, Career and Life

Phoenix Union High School District No. 210

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

Title IX Coordinator

Mr. Juvenal Lopez, Talent Executive Director
4502 N. Central Ave.
Phoenix, AZ 85012
602-764-1539
jlopez1@phoenixunion.org

Section 504 Coordinator

Ms. Wendy Collison, ESS Director
4502 N. Central Ave.
Phoenix, AZ 85012
602-764-1024
collison@phoenixunion.org

For further information on notice of non-discrimination, visit <https://wdcrobcolp01.ed.gov/cfapps/OCR/contactus.cfm> for the address and phone number of the office that serves Arizona, or call 1-800-421-3481.

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

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Para más información sobre el aviso contra la discriminación, visite <https://wdcrobcolp01.ed.gov/cfapps/OCR/contactus.cfm> para la dirección y el número de teléfono de la oficina que da servicio a Arizona o llame al 1-800-421-3481.



CENTER FOR EDUCATIONAL EXCELLENCE

4502 North Central Avenue

Phoenix, Arizona 85012

www.PhoenixUnion.org

Memorandum

I hereby acknowledge receipt of the

2020 - 2021 CEA Support Staff

Professional Agreement

Employee Signature

Employee Printed Name

Employee Campus / Unit

Date Signed

CEA Professional Agreement for 2020 - 2021

Negotiated Agreement

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Introduction

Preamble

Introduction

This Professional Agreement is designed as a resource book for employees in which an employee can find answers to the more routine questions that may come up in day-to-day operations.

This Professional Agreement is also designed to provide every employee with a copy of the current employment conditions and policies approved by the Governing Board after employee and administrative representatives met and conferred on them.

Obviously, no Professional Agreement can contain the answers to all questions. It is hoped that this Professional Agreement contains enough to be of help.

Your supervisor, the Principal, the campus administrative staff, the Superintendent and other members of the central office staff are available to you and are quite willing to provide assistance.

The staff in the Talent Division is, of course, always willing to assist you in whatever way possible.

Preamble

It is understood that the attainment of District goals and objectives requires mutual understanding and cooperation among the Governing Board, the administration, and all other employees. Accordingly, the Board, on the recommendation of the Superintendent, will designate certain administrative personnel to meet with employee representatives of the various classified personnel groups, chosen by the membership in those groups, and confer on matters to be included in the Classified Employees Association Professional Agreement. These matters shall pertain to salary and wage schedules, fringe benefits, and appropriate conditions.

Glossary of Terms

ASSIGNMENT:	Assignment shall be defined as the work area, territory, work station, work shift, location, department, or job title of an employee. <i>Section 25-D</i>
ACTING STATUS:	Acting status is applicable only to permanent employees who are replacing on an interim basis an employee in an existing staff allocated position at a higher classification which is vacant due to illness of incumbent, leave of absence, or due to resignation or termination of employee who held the position. <i>Section 28-A</i>
BARGAINING REPRESENTATIVE	Phoenix Union High School District acknowledges that the Classified Employees Association (CEA) is the bargaining representative for all classified employees. <i>Section 1 A</i>
CEA REPRESENTATIVE:	A CEA member who has been elected or appointed into a CEA position. (E.g. Site representative, Executive Board member, CEA committee chairs and officers)
CRITICAL NEEDS POSITIONS:	Critical needs may exist if the following conditions are met: No qualified applicants apply within three posting cycles, the state or federal government requires the position, or determined by the Talent Director and the CEA President.
EMPLOYEE:	Any use of the term “employee” in this Professional Agreement shall include all members of the classified personnel.
FULL TIME EMPLOYEE:	Any employee who works 20 hours or more per week regardless of assignment or split assignment. <i>Section 16 & 23</i>
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. <i>Section 25-B-5</i>
INVOLUNTARY TRANSFER “SIR”:	Involuntary transfers in accord with Governing Board Policy. <i>Section 25-3</i>
LEAVE DAYS:	Formerly Sick Leave Days and Personal Business Days - Leave days may be used for personal illness or injury, family illness, parental obligation, family death or personal business. <i>Section 18-A-1</i>
PART-TIME PERSONNEL:	Employees hired to work less than twenty (20) hours per week. <i>Section 3-E</i>
PERMANENT STATUS:	Employees who have not been advised prior to or on the 90th workday that s/he is not being retained will be deemed to have completed the probationary period as of the 91st workday and will be a permanent employee as of that day. <i>Section 15-E</i>
PICTURE IDENTIFICATION CARD:	All employees must wear picture identification cards whenever on a campus or District site. <i>Section 13-A,1</i>
PROBATIONARY STATUS:	Employees will be in a probationary status during the initial ninety (90) workdays of employment <i>Section 15-A</i>
QUASI SUPERVISOR:	Persons assigned to positions that have supervision responsibilities on the employee job description. (e.g. Bookstore Manager, Cafeteria Manager, Craft Chiefs, Lead Custodian, Registrar, Lead Security, etc) <i>Section 10-E</i>

Glossary of Terms

SPLIT ASSIGNMENT:	Employees who hold more than one job title simultaneously under contract and whose name appears on more than one job title seniority list. <i>Section 24-E,1</i>
SUMMER EMPLOYEE:	Classified employee hired to assist during the summer period (approximately June 1 through August 31). In the event that there are no bargaining representative members available the District may seek applicants from outside of the bargaining representatives. <i>Section 3-B</i>
TEMPORARY EMPLOYEE:	Temporary employee shall include classified employees and early retirees hired for short periods of time to replace support services personnel at times of extended absences or for overload of work during peak work periods. Temporary will be hired not to exceed 30 cumulative work days. <i>Section 3-B</i>
TERRITORY:	An area in a specific location to where an employee is assigned to work.
VACATIONS:	Permanent employees under contract are eligible to receive benefits shall accrue paid vacation. <i>Section 16-G</i>
WORKDAY:	Any workday, exclusive of legal holidays and board declared recess days as identified by the official school calendar. <i>Section 16-F-A.</i>
WORKPLACE BULLYING:	<p>All employee groups and individuals have a mutual and genuine interest in supporting a collaborative, respectful workplace. Administration sets the tone for the District/Campus to create a culture of respect, provide an environment free of harassment and proactively address situations when an individuals' behavior does not meet expectations of professionalism. At the same time, employees have shared responsibility to speak up civilly to foster an attitude of tolerance and respect.</p> <p>Workplace bullying is repeated, health-harming mistreatment of one or more persons (the targets) by one or more perpetrators that takes one or more of the following forms:</p> <ul style="list-style-type: none">• Verbal abuse• Offensive conduct/behaviors (including nonverbal) which are threatening, humiliating, or intimidating• Work interference – sabotage – which prevents work from getting done
WORKSITE:	Any comprehensive, vocational or alternative program campus or any District facility or office.
WORKWEEK:	Full time employee's workday/workweek, consists of 8 hours per day/40 hours per week exclusive of the meal period.
	Community Skills Assistants and Personal Assistants workday/workweek consists of 8 hours per day/40 hours per week.
	Full time Instructional Aide workday/workweek consists of 7.5 hours per day/ 37.5 hours per week exclusive of the meal period.
	Bus Drivers/Bus Assistants workday/workweek consists of a minimum of 25 hours per week.

Glossary of Terms

Standard hours of work and the workweek will be scheduled by the administrator in charge. Employees may request a change in work hours. Standard hours of work and workweek may be changed with no less than ten workdays notice, except for short duration in time of emergency.
Section 10-A-2,3

A. *RECOGNITION*

The Phoenix Union High School District ("District") hereby acknowledges that the CEA is the bargaining representative for all classified employees.

B. *MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS*

The Board agrees that every employee of the District shall have the right to organize, join, and support any organization for the purpose of engaging in concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under law of the State of Arizona, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by the Statutes and Constitutions of Arizona and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in any representative group, his/her participation in any activities of the group, his/her participation in any grievance, complaint or proceedings with respect to any terms or conditions of employment. Nothing contained herein shall be construed to deny or restrict any employee rights that s/he may have under the Arizona Revised Statutes or other applicable laws and regulations.

C. *CITIZENSHIP RIGHTS*

Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee.

D. *AFFIRMATIVE ACTION POLICY*

Employees of the Phoenix Union High School District and applicants for employment within the District will be given equal opportunities regardless of race, creed, religion, sex, national origin, ethnic identity, age, marital status, or disabled. The District will continue to cooperate with agencies of the federal and state governments in fulfilling its legal and moral obligation in the area of equal employment opportunity. It is the responsibility of each and every member of the administration of this District to ensure that meaningful equal employment opportunity exists and to develop a work force which reflects appropriate distribution of women and racial minorities all levels of employment throughout the entire District. The Governing Board and administration pledge to improve the employment of women and racial minorities through the various programs of the District's Affirmative Action Program. Any conduct, which constitutes sexual harassment, is prohibited.

E. *USE OF FACILITIES BY REPRESENTATIVE GROUPS*

Any recognized representative group and its representatives shall have the right to use District facilities at any reasonable time for meetings, Meetings shall be scheduled through the site administrator. Meetings shall not interfere with or interrupt normal site operations. Direct expenses incident to the meeting, other than those normally a part of the site operation, shall be borne by the group.

F. *DISCUSSION WITH PERSONNEL BY GROUP REPRESENTATIVES*

Any representative group recognized by the Board, and its representatives, shall be permitted to discuss matters pertaining to group business with District personnel at any site at any reasonable time, provided that this shall not interfere with or interrupt normal operations. Direct expenses of any meeting resulting from such discussions, other than those normally a part of the site operation, shall be borne by the group.

G. *CLASSIFIED EMPLOYEES' ASSOCIATION (CEA)*

All classified employees shall have the opportunity to join the Classified Employees Association.

The employee groups listed below are currently recognized by the Governing Board:

SUPPORT SERVICES

Educational Assistants
Student Services
Food Services
Office Personnel

Crafts/Campus Facility Supervisors
Custodians/Groundskeepers
Transportation/Security
Business/Operations

For each support services job title, the representative group will be identified on the salary schedule in the Classified Professional Agreement

H. **MEET AND CONFER PROCESS**

The Interest Based Negotiations process will be used as the Meet and Confer process for the 2000-2001 school year. An Interest Based Negotiations procedures manual will be distributed to all employees.

1. 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.

2. Meet-and-Confer Team

Each party will select its own representatives.

3. Released time for meet and confer team members

When a classified employee is engaged during the school day as a CEA 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.

4. Good Faith

The parties agree that they will make a good faith effort to resolve matters to their mutual satisfaction and agreement.

5. Access to Information

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

6. 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.

7. Caucuses

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

8. Tentative Agreements

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

9. 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, with implementation dates.

I. **DISTRIBUTION OF INFORMATION**

The recognized representative groups shall have the right to place appropriately identified notices, circulars and other materials on designated site bulletin boards and in the employees' mail boxes. At least one bulletin board at each site shall be reserved exclusively for group material. The site group representative (or designee) will assume responsibility for posting and distribution of the material for the group. An information copy of the distributed material shall be sent to the site administrator (or designee) at the time of posting or distribution. Material endorsing or opposing a candidate for public office may not be so distributed or posted. The District courier service may be used for the distribution of the above material.

J. **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 up to seven consecutive work days of leave (not to be charged against sick leave) with a licensed medical professional's verification.
- B. Mental illness and stress may be included as a reason to implement this policy (to be reviewed and determined on a case by case basis by committee identified in paragraph c below).
- C. If more than seven days is required, and/or mental illness and stress is the instigating factor, a committee will be convened to determine the length of allowable leave and/or if allowable leave will be implemented according to this policy 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 and consider the following:
 - 1. The licensed medical professional's report(s) (from paragraph a) provided by employee (if additional reports are needed, it shall be done at District's expense)
 - 2. President of whichever employee group involved
 - 3. Employee's site supervisor
 - 4. Executive Director of Talent or designee

Committee may consider whether the employee has short term disability or sick leave accrued. This benefit will be reduced by whatever workmen's compensation benefits may be received by the employee for the same incident and period of time. This benefit is not intended to duplicate other benefits received. The maximum leave days allowed under this policy will be 90 (calendar) 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.

K. PERSONNEL FILES

The personnel file of each employee shall be maintained in the Talent Division. All materials placed in an employee's file originating within the District shall be available to the employee at his/her request for inspecting and/or obtaining copies. The employee shall have the right to answer any of the materials filed.

All references and information originating outside the District will be available for inspection by the employee, if s/he has not previously waived their right to see such material.

All personnel files shall be kept confidential and shall be available for inspection only when actually necessary in the proper administration of the District's affairs or supervision of the employee. A log shall be maintained with each file to indicate the names of those who have examined the file and dates it was examined.

Material originating within the District which is derogatory to an employee's conduct, service, character, or personality shall not be placed in an employee's personnel file unless the employee has had an opportunity to read the material. The employee shall acknowledge that s/he has read such material by his/her signature. The signature does not necessarily indicate agreement with the content of the material. If s/he refuses to sign, the supervisor will so note in the presence of the Unit CEA representative, or employee's designee, sign and date the Talent Division Office copy and forward it to the Talent Division. No material originating within the District that is derogatory to an employee shall be kept in any unit and/or department files, other than the Talent Division. This prohibition shall not pertain to evaluation forms.

L. REVIEW OF CLASSIFIED EMPLOYEES ASSOCIATION PROFESSIONAL AGREEMENT

The Classified Employees Association Professional Agreement will be reviewed annually by the meet and confer team to recommend revisions, deletions, or additions.

M. DISTRIBUTION OF PROFESSIONAL AGREEMENT

The revised Classified Employees Association Professional Agreement will be distributed each year to each employee as soon as possible prior to the opening of school.

If the wage and salary schedules are not approved when the remainder of the Professional Agreement is ready to be printed, these schedules will be sent out as an addendum as soon thereafter as possible.

Employees will sign a statement acknowledging receipt of Classified Employees Association Professional Agreement.

N. DISTRIBUTION OF EMPLOYEE CONDUCT/DISCIPLINE HANDBOOK

Employees will sign a statement acknowledging receipt of the Employee Conduct/Discipline Handbook.

O. SAVINGS CLAUSE

The provisions in the Classified Employees Association Professional Agreement 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. In the event that any provisions of the Professional Agreement shall at any time is held contrary to law, then such provisions shall be of no force and effect, but all other provisions are continued in full

force and effect. It is understood that formal legal opinion issued by the Office of the County Attorney, and concurred in by the office of the Attorney General, shall have the force of law for the Governing Board.

The Professional Agreement shall not conflict with the policies of the Governing Board.

The provisions in the Professional Agreement shall not be changed without the mutual consent of the Board and the Representative Group during the period July 1 to June 30.

P. *RIGHT TO REPRESENTATION*

Any employee may bring a CEA Representative to a meeting unless instances where federal and state law may be violated.

Q. *RIGHT TO INTERPRETER*

The use of an interpreter for non-English speaking or limited English speaking employees will be available through the talent department and will be clearly communicated to employees by that department through the administrative academy, training, and other methods so employees are aware of this opportunity. The need for an interpreter may be for the purposes of communication evaluation results or other job-related need (e.g. change in shift, etc.),

- A. When an existing permanent position becomes vacant and is to be filled, a Position Vacancies Posting listing the essential information regarding the vacancy will be prepared within a reasonable length of time not to exceed 10 work days by the Talent Division. The Position Vacancies will be posted immediately on the District Web-Site. All classified openings will be posted for a minimum of (5) five work days and maximum of 15 (fifteen work days) per cycle. if after 3 (three) documented cycles or in unique situations, the position may be listed as open until filled with written approval from both the Executive Director of Talent or designated Talent Director and the CEA President. Interested applicants must observe the closing date which is the deadline for submitting an online application.
- B. An application must be submitted for each advertised position. Applications will only be accepted when there is an active job posting. There will be no carryover. All applicants must complete an application, which will be screened by the Talent Division to determine whether applicants meet the threshold qualifications contained in the job description. All applicants selected for a position must provide evidence of Certifications of Completion, Educational Diplomas, GED Certificates and Vocational/Technical Training Certificates.
- C. Employees must have been employed in the District for a minimum of twelve (12) months, to be eligible to interview for other positions (with the exception of critical needs positions). All eligible contract and regular part-time employees of the District, who are qualified in accord with job description requirements, and who apply for the advertised position prior to the closing date will be scheduled for an interview. A preferred minimum of 2 (two) qualified outside applicants will be interviewed.
 - 1. The Talent Division will advise the appropriate administrative supervisor of the qualified applicants within five (5) workdays after the date the position advertisement closes. Hiring administrators may conduct interviews of the qualified candidate pool upon receiving notification from talent that the posting has officially closed.
 - 2. The administrative supervisor or designee will contact each District applicant and schedule an interview.
 - 3. Interviews and selection will be conducted within ten (10) workdays in accordance with established procedures in the interview and selection of classified staff and as defined by the Talent Division.
 - 4. An employee who has been employed for less than 12 month and who qualifies for an open position in a critical needs area (as determined by the Talent Director and the CEA President) will be eligible to interview for the critical needs position regardless of how long they have been in the district.
- D. Selection will be made from the applicants by the appropriate administrator/supervisor in accordance with procedures established for the interview and selection of classified staff as defined in Section 46 of the Classified Employees Association Support Staff Professional Agreement. The Hiring Administrator will assure that all interviewees are notified of their interview results by personal telephone call made directly to the interviewee promptly after the selection. The Written log of these phone calls is to be completed.
- E. If there are in-District candidates interviewed, the recommendation for hire will not become final until 2 workdays following the date of notification from HR to allow for possible procedural challenges.
- F. Arrangements to transfer the selected in-District employee will be made in a prompt and expeditious manner. In the event the selected employee must be retained in the employee's present position for a longer period of time, the employee will be compensated at the new rate of pay two weeks after the Talent Division has been notified of the selection.
- G. New employees to the District will not begin work until the Talent Division has notified the appropriate administration, in writing, that the new employee has completed appropriate paper work and may begin work.
- H. Copies of all current job descriptions will be kept at each Principal/Director/Supervisor's office, CEA office, and online via the district website.

TEMPORARY/PART-TIME/SUMMER WORK CLASSIFIED PERSONNEL

SECTION 3

A. APPLICATION

1. Temporary/part-time classified personnel must complete the appropriate application for employment before service to the District begins.

B. DEFINITION OF TEMPORARY PERSONNEL

1. The term "temporary personnel" shall include classified employees and early retirees, as specified in Section 16, hired to replace support services personnel at times of extended absence or for overload of work during peak work periods. Except for temporary personnel who are hired to assist during the summer period (approximately June 1 through August 31), and cafeteria workers employed for less than four (4) hours per day, temporary personnel will be hired only when absolutely necessary and with the written approval of both the Executive Director of Talent or designated Talent Director and CEA President (if an exception must be made due to extenuating circumstances including but not limited to, an extended absence or overload of work the Executive Director of Talent and the CEA President will be notified as soon as possible), and should not be employed longer than thirty (30) cumulative work days, with the exception of early retirees filling LOA positions. Extensions to the 30 (thirty) days may be granted by both the Executive Director of Talent or designated Talent Director and CEA President.

C. PAYMENT OF TEMPORARY PERSONNEL

1. When temporary personnel (except early retirees) are hired, they shall be paid within the applicable range of pay as presented in Section 4.
2. Temporary personnel receive no fringe benefits, except Industrial Commission Insurance coverage.
3. Early retirees are paid in accordance with Section 16.

D. PART-TIME PERSONNEL

1. The term part-time personnel shall include employees hired to work less than twenty (20) hours per week. Hours worked per week may vary from time to time based upon need; employment may or may not continue from one school year to the next (based upon need) as determined by the appropriate administrator at the individual work locations, temporary employees do not have priority for this position. If such temporary employee applies for and is selected to fill the vacancy, and there is no break in his/her continuity of service, the number of days s/he served as a temporary shall be counted in his/her probationary period.

E. PAYMENT OF PART-TIME PERSONNEL

1. When part-time personnel are hired, they shall be paid within the applicable range of pay as presented in Section 4.
2. Part-time personnel receive no fringe benefits, except Industrial Commission Insurance coverage.

F. ELIGIBILITY FOR PERMANENT STATUS

1. Should the employee who is being replaced on a temporary basis not return to work, the job vacancy will be advertised. The term "part-time personnel" shall include employees hired to work less than twenty (20) hours per week.
2. A temporary/part-time employee who applies for an advertised position and who meets the position qualifications will be interviewed. If the part-time employee applies and is selected for a position which is

the same classification in which he/she is working part-time and there is no break in his/her continuity of service, the number of days worked as a part-time employee, converted to full day equivalents, shall be counted in his/her probationary period.

3. If the temporary/part-time employee applies and is selected for a position which is not the same classification in which he/she is working part-time, the number of days worked as a part-time employee will not be counted in his/her probationary period.
4. All fringe benefits will become effective as of the date of permanent employment in accordance with normal effective dates.

G. **SUMMER WORK**

1. Only current classified employees (full/part-time) eligible to apply.
2. All summer non-addendum vacancies will be advertised.
3. Part-time positions will be advertised.
4. Summer positions will be advertised.
5. Summer school positions will be filled in accordance with the established summer school process.
6. Temporary positions will be advertised

H. **ACCRUAL OF PERSONAL LEAVE FOR PART-TIME DISTRICT STAFF**

All part-time District staff will be eligible to accrue personal leave at the rate of 8 hours for each 160 worked hours or major fraction thereof, to a maximum of 52 paid leave hours per year that may accrue up to an amount not to exceed a total of 104 paid leave hours.

Part-time staff who have completed five (5) years of uninterrupted service with the District will be eligible for payment according to "Payment for Unused Leave" in the Classified Employee Handbook upon separation of employment with the District.

Part-time staff who have completed five (5) years of uninterrupted service with the District may also request a donation of leave days per Section 18 of the Classified Employee Handbook but may never exceed the maximum allowable accrual of 104 paid leave hours.

Personal leave for part-time staff is subject to the requirements of Section 18 paragraph C "Authorized Use of Paid Leave" Sections #1 and #2 of the Classified Employee Handbook.

I. **PROPOSITION 206**

The District will adhere to Proposition 206 guidelines as it relates to personal leave for temporary staff.

PLACEMENT ON THE SALARY SCHEDULE

SECTION 4

- A. Employees new to the District shall be placed on the first step or appropriate hourly rate of the Support Professionals Salary Schedule applicable to the position and classification which is being assumed by the employee, except as indicated below.
- B. New employees may be granted advance placement on the Support Professionals Salary Schedule at time of employment in accord with the following:
1. New employees who have an Associate in Arts Degree at time of employment will be granted one step on the Support Professionals Salary Schedule and start at Step B.
 2. New employees who have a Bachelor's Degree at time of employment will be granted two steps on the Support Professionals Salary Schedule and start at Step C.
 3. New employees who have a Master's Degree at time of employment will be granted three steps on the Support Professionals Salary Schedule and start at Step D.
 4. Employees who have prior experience in a position where it can be determined that the job was similar, will be granted one step per two years' experience on the Support Professionals Salary Schedule for each school year equivalent of full time employment of such experience with a six year maximum, and be placed on step B, C, or D, as appropriate. Such employment must have been no longer than eight years ago. Credit will be granted as follows:
 - Six years' experience within past eight years - Step D
 - Four years' experience within past six years - Step C
 - Two years' experience within past four years - Step B
 - One year or less experience- Step A
 5. A maximum of three steps will be granted regardless of any combination of 1, 2, 3, and 4 above.
- C. All supporting documentation that could result in an increase in placement on the salary schedule must be received by the Talent Division within 30 workdays after receipt of their contract.
1. Where it can be determined that an employee was misplaced on the current salary placement, the employee will have their contract for the current years adjusted accordingly. There will be no prorating of the adjustment beyond the current contract year.
- D. In the re-employment of an employee to the same position within twelve (12) months of disassociation, the employee will be placed on the same step of the Support Professionals Salary Schedule as held at the time of disassociation. A returning employee, who has been away from the District for more than twelve (12) months, but not in excess of thirty-six (36) months, will receive credit not to exceed three steps and be placed on Step D for directly related experience in the Phoenix Union High School District. A returning employee who has been away from the District for more than three (3) years will receive no advance step placement other than provided for above. If a current employee moves to a higher classification and within 12 months applies for and is hired into a previously help position, they will be placed on the same step of the lower classification they previously held.
- E. A classified employee shall be advanced through the steps of the Support Professionals Salary Schedule at the rate of one step per year of service in the District, except as otherwise provided in the Classified Employee's Association Support Staff Professional Agreement or if otherwise determined through the Interest Base Negotiation process.

F. Temporary/part-time classified personnel and student help shall be placed on the Support Professionals Salary Schedule as follows:

1. Temporary/part-time personnel other than retirees and including short-hour food service will be placed at the first step of the appropriate classification on the Support Professionals Support Services Salary Schedule of the job, which they are filling.
2. Retirees are paid in accordance with Section 16.
3. A temporary classified employee who is not a District retiree and who is not working in a defined position (e.g., a seasonal or recess helper in the trades), will be paid based on the work s/he is doing and her/his training, education and experience, following the placement guidelines as outlined in Section 4-B. Written exemptions to placement of temporary employees salary placement may be made for extenuating circumstances between the Executive Director of Talent.

A. ACCEPTANCE OF CONTRACT

1. Employees shall indicate acceptance of contract for the ensuing year by accepting and submitting the contract through iVisions/ESS portal within thirty (30) days from the date of the contract was published. An employee who fails to accept and submit his/her contract within the thirty (30) days shall be deemed to have resigned.
2. Any apparent errors in the contract amount for a continuing employee, in accordance with salary schedule placement, must be brought to the attention of the Talent Division prior to October 1 of any school year, or within ninety (90) days after issuance of the contract, if the contract is published after September 1 of the school year. When there is less than ninety (90) days from the date of contract issuance to the end of the school year, the Talent Division must be notified prior to June 1 of the school year in which the contract was published. A contract resulting in an overpayment to an employee may be corrected at any time during that contract year.
3. When practical, an employee will be notified that s/he has been overpaid, and necessary adjustments will be made, in advance. In the absence of a legal requirement to the contrary every effort will be made to structure the adjustments to minimize the hardship on the employee.
4. An employee of the District who obtains employment with another employer in which the work hours of the outside employment directly conflict with her/his established District work schedule her/his will be deemed to have committed a breach of contract constituting cause for termination. The Superintendent or designee shall notify the employee by certified mail, sent to the employee's last known address, of breach of contract and shall provide reason) to justify cause of termination. The employee will be given ten (10) work days upon receipt of notification of breach of contract to respond to the Superintendent or designee and present evidence that cause for termination does not exist.

- A. Employees will be in a probationary status during the initial ninety (90) workdays of employment. Workday is defined as any workday exclusive of legal holidays and board declared recess days as identified by the official school calendar. During this time, the probationary employee is subject to immediate release or discharge by the District with a written notice of dismissal containing reasons for release. This notice will come from the Executive Director of Talent or designated Talent Director. A copy of notice of dismissal shall be sent to the CEA President.
- B. All probationary employees will be evaluated no later than the end of the 45th workday. *Employee will be given direction and if appropriate, resources for optimum job performance (provide examples i.e. training, tools, etc.).* If the employee is to be retained, no further evaluation will be necessary and the employee will fall under the evaluation timelines in Section 19. Two evaluations must be done if a probationary employee is to be dismissed for performance, with the second being done no later than the 90th workday.
- C. A probationary employee may be terminated for cause or for poor performance. "For cause" terminations are based on factors such as poor attitude, use of improper profane language inappropriate language, inappropriate conduct with students, staff, or campus visitors, poor attendance etc. "for performance" terminations result from the employee not meeting standards on one or more of the indicators covered by the evaluation. If the probationary employee is to be released for reasons of work performance deficiency, this will only occur after the probationary employee's second evaluation. Information regarding the evaluation process is in Section 19. If the probationary employee is to be released for reasons other than work performance deficiency, evaluation(s) prior to dismissal are not required. Problems in areas such as attendance and attitude can be the basis for termination under either "for cause" or "for performance" based on the nature of the problem with a particular employee.
- D. Probationary employees to be dismissed shall be provided minimal due process (may request CEA representation).
- E. A probationary employee who has not been advised prior to or on the 90th workday that s/he is not being retained will be deemed to have completed the probationary period as of the 91st workday and will be a permanent employee as of that day. After the probationary period of ninety (90) workdays has elapsed, no employee shall be disciplined or discharged without just cause.

- A. General operating procedure provides that each employee shall have one (1) immediate supervisor only (certified staff are not considered supervisors). Each classified employee will receive a completed line of authority form within the first two (2) weeks of her/his contract start date. Requests for services of the employee(s) should be made to the employee's supervisor who will make assignments to personnel under her/his supervision.
- B. An employee's immediate supervisor can change in the maintenance services department depending upon the workload.
- C. In the best interest of the District, an employee may from time to time be expected to carry out an order from an administrator from her/his site or division who may not be her/his immediate supervisor. In these situations the employee is to follow that reasonable request.
- D. Requests for employee services that are made in violation of general operating procedure should be brought to the attention of the appropriate administrator for the purpose of rectifying the situation. However, no employee shall be disciplined for insubordination as a result of a refusal to carry out a request issued by someone other than her/his immediate supervisor, if that request is unreasonable, inappropriate, may put that employee at risk, or is not in the best interest of the District. Similarly, an employee may not be disciplined for following such a request.

A. PAY PERIOD

1. The pay period shall normally be bi-weekly. Every other Tuesday is the regular payday.
2. 9, 9.5 and 10 month employees will have the option of either 20 or 26 pays during the year. Each selection must be made at the beginning of the contract year. Selected option will remain in effect for the entire year and cannot be changed. If no selection has been made, by default the employee will be paid using the 20 pay option.
3. Direct Deposit is available to employees. For Direct Deposit information please see section Appendix F.

B. ORGANIZATION DUES DEDUCTION

1. The District provides to employees the opportunity to have approved organization(s) dues withheld from the employees' pay on a regular basis. An employee must sign an appropriate form authorizing such a deduction. The authorization shall continue in effect unless subsequent to June 1 and prior to September 1 of any year it is formally revoked by the employee. The written revocation shall be delivered to the group representative. The group representative shall notify the Payroll Office of the revocation. The deduction of membership dues upon the employee's request shall be made in equal amounts from the employee's pay following the receipt and processing of the request. The Board agrees to remit promptly to the respective group all moneys deducted and a list of employees from whom the deductions have been made. Approved organizations shall notify the District Payroll Office of any changes of address for submitting dues.

C. TAX SHELTERED ANNUITY

1. The District is currently participating in the tax sheltered annuity program approved by the Internal Revenue Service. Employees whose financial status allows them to participate in the program can add to their monthly retirement program already consisting of Social Security and State Retirement.
2. Full details and application forms are available in the Payroll Office.

- A. Nine-month work year is from the day the employees return to duty through the last day of school. Starting and ending dates and number of days worked are determined by the school calendar for each year.
- B. Nine and one-half month work year is two (2) weeks longer than the nine-month work year. Normally, starting date is one (1) week prior to starting date of nine-month work year and ending date is one (1) week after ending date of nine-month work year. Starting and ending dates and number of days worked are determined by the school calendar for each year.
- C. Ten-month work year is four (4) weeks longer than nine-month work year. Normally, starting date is two (2) weeks prior to starting date of nine-month work year and ending date is two (2) weeks after ending date of nine-month work year. Starting and ending dates and number of days worked are determined by the school calendar for each year.
- D. Twelve-month work year is from the first work day of July of each year through the last work day of June of each year.
- E. Specific starting dates and ending dates, for less than twelve-month assignments, may be determined by the appropriate administrator as long as the number of workdays is in accord with the school calendar. When adjustments in starting and ending dates are made, the Employee, Talent Division and the President of CEA must be notified in writing.

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

B. *HOURS OF WORK AND WORKWEEK*

1. Standard hours of work and the workweek will be established by the administrator in charge. Employees will be advised of their work hours upon acceptance of the position. Standard hours of work and the workweek may be changed in accordance with provisions in paragraph 2 below.
2. Standard hours of work and the workweek may be changed with no less than ten (10) workdays notice except for short duration in time of emergency. If there is a change in the standard work hours or workweek, the administrator in charge will meet with the employee(s) in that department at that location and give rational for the change. The employee will be notified in writing which will include the reason for the change of work hours. Volunteers will be asked for, if there are volunteer(s) selection will be based on District seniority. If there are no volunteers, the least senior employee(s), based on District seniority will be assigned.
 - a. An employee may request a change in work hours by submitting a request in writing with rationale to the administrator in charge. The administrator in charge will respond to the employee(s) request in writing.
 - b. Additionally, notification of the change of work hours/workweek will be submitted to the C.E.A. President and the Talent Division.
3. All full-time employee's workday/workweek consists of eight (8) hours per day/forty (40) hours per week exclusive of the meal period including but not limited to the following:
 - a. The workday/workweek of community skills/personal assistants consist of eight hours (8) per day/forty (40) hours per week.
 - b. The workday/workweek of instructional assistants consist of seven and one-half (7.5) hours per day/thirty-seven and one-half (37.5) hours per week exclusive of the meal period.
 - c. The workday/workweek of bus drivers and bus assistants consists of six (6) hours per day/thirty (30) hours per week.
4. It's the employees' responsibility to monitor and keep track of their own time using the District's time keeping system. An employee who fails to complete the full work week will need to account for and edit any missing time in one of the following ways:
 - a. Use their personal leave time
 - b. Use their accrued comp time
 - c. Use their vacation leave time with administrators approval

If the employee does not edit their time using one of the above options, by default the District will use the employees personal leave (if available) to fulfill their full work week. If no time is available the employee could be called in to the Talent Division and will have the opportunity to discuss their circumstances with a Talent Director.

C. *STARTING TIMES*

1. 1st Shift - Work begins between 5:00 a.m. and 9:59 a.m.
2. 2nd Shift - Work begins after 10:00 a.m. and 1:59 p.m.

3. 3rd Shift – Work begins at 2:00 p.m. or later
4. Employees working the 2nd and 3rd shift may be changed to day 1st shift based on campus needs as determined by the campus Principal or Department Supervisor.
5. A shift differential will be paid for 2nd and 3rd shift schedules for the appropriate starting times

D. SHIFT DIFFERENTIAL

1. Shift differentials will be paid for 2nd and 3rd shift schedules for assignments of not less than eight (8) consecutive Employees working a 2nd and 3rd shift may be assigned to the 1st shift for a period of up to ten (10) consecutive workdays, without loss of shift differential, while school is in session. Should such a reassignment of any employee cause conflict with regularly scheduled commitments of the employee, the reassignment will not occur.

E. BREAKS AND MEAL PERIODS

1. All employees shall have a duty free lunch (length of meal period must be approved by the Administrator in charge) and break(s) of a duration provided for as in the following schedule:

Hours/day	Breaks	Meal Period
0 – 4	None	None
4 – 6	1-15 minutes	30-60 minutes
6 - 8	2-15 minutes	30-60 minutes

F. REPORTING ABSENCES

1. The individual employee must report absences due to leave (e.g. personal illness or injury, family illness, parental obligations, family death, or personal business) by utilizing the absence reporting system no later than thirty (30) minutes or as early as possible when there is an emergency situation before the employee's starting time. In addition to reporting to the automated system the employee must notify their immediate administrative supervisor and quasi supervisor or their designee (certified staff are not considered supervisors) on the campus/site via email, text, phone call or a message left on their office phone, the employee may use any of these means for notification. Approved absences for any other reason are reported directly to the employee's immediate administrative supervisor. In all cases, an employee shall report the absence from work according to the established absence reporting procedures. (Obtaining permission is not the same as reporting, because an employee could obtain permission to take paid leave but then not take it.) For additional information on how to report your absence refer to Appendix B.
2. An employee shall report an absence according to these procedures for her/him to be paid for the time off. Even when an employee complies with other absence procedures, if the absence is not properly reported the absence shall be unexcused with the following consequences.
 - a. The employee shall not be paid for the time off.
 - b. The failure to report shall be a documented act of insubordination. Three (3) consecutive unexcused absences is grounds for dismissal. An employee shall report absences (other than those covered by approved vacation) by doing both of the following.
3. An employee shall report absences (other than those covered by approved vacation) by doing both of the following.

- i. Contacting the absence reporting system no later than thirty (30) minutes before the employee's starting time.
 - ii. Contacting her/his immediate administrative supervisor and/or quasi-supervisor, as directed by the administration.
4. Under normal circumstances, an employee shall request approval from her/his administrative supervisor prior to being absent for any reason other than personal illness, personal injury or family illness. The request shall be made at least one workday prior to the date of the absence. When a personal emergency prevents the employee from making the request at least one day in advance, it shall be made as soon as possible.

G. UNEXCUSED ABSENCE FROM DUTY

1. If an employee is not on duty or arrives late or leaves early on any workday(s) and his/her absence is not a result of any approved leave of absence with pay, including leave days for which the employee is eligible, that employee shall not be paid for such time lost. Any deduction of pay is exclusive of payment of TSA in lieu of health insurance.

H. JOB ABANDONMENT

1. An employee on an unapproved absence for three (3) consecutive workdays shall be deemed to have abandoned her/his position and shall be terminated by the District. Written notice of the termination shall be sent to the employee's last known address by certified mail. The employee so notified shall have the right to due process under the currently established procedures that include the right to present her/his reasons, within a specified period of time, to the administration. An administrative decision to terminate may not be grieved or appealed.

I. ABSENCE DURING NORMAL WORKDAY

1. All absences should be reported to the absence reporting system. An employee shall not be paid unless s/he is at work or the absence is excused. An employee shall not be allowed to take time off without it being charged. Prior to any accumulated time being docked from the employee's paid leave balance, an individual meeting will take place with the employee and Administrative Supervisor.
2. An absence of fewer than two (2) hours shall be handled through one of the following procedures. [This includes absences at the beginning of the workday (i.e., tardies), absences during the workday, absences associated with breaks and the meal period, and absences resulting from leaving work before the end of the workday.]
 - a. An employee may be allowed to make up the absence with the approval of their administrator. The make-up should be done on the day of the absence or as soon as possible after the absence within the same workweek. In this case, the employee's paid leave balance shall not be affected.
 - b. An employee may be allowed to cover the absence with compensatory time that has been earned previously. In this case, the employee's paid leave balance shall not be affected.
 - c. The absence time may be charged to the employee's paid leave balance.
 - d. The employee may not be paid for the time missed.
3. All absences should be reported to the absence reporting system in 15 (fifteen) minute increments.

J. *FOUR-DAY WORKWEEK DURING SUMMER*

1. A four-day workweek may be scheduled during the summer. The decision as to which campuses, units, or divisions, and which positions will be placed on this schedule will be determined by the Superintendent (or his designee) prior to April 1 of each year. The number of hours on duty per week will be the same for those on a four-day workweek as for those on a five-day workweek.

2. The computation of vacation days and leave days with pay, either accumulation or use, will be on a proportionate basis of 1.25 days for each day on duty during this four-day week period (or an equivalent of five days per week), the same as employees on a five-day workweek.

A. GENERAL PROVISIONS

1. All time worked beyond eight (8) hours in a day requires prior written approval of the Principal, Educational Unit Administrator, Director, Division Manager, or administrative designee. No hourly employee shall work "off the clock".
2. The employer must compensate overtime whether the overtime was approved in advance or not, providing the work was documented in the District's system of record.
3. An employee must physically work in excess of forty (40) hours in a workweek, exclusive of time lost for approved school business during the workweek, to be eligible for overtime. Overtime will be compensated at one of the following rates.
 - a. Overtime: time and one-half the hourly rate.
 - b. Compensatory time: one and one-half hours for each hour.
4. Overtime/compensatory time will be in quarter-hour segments.
5. Overtime pay are to be submitted bi-weekly.
6. Maximum number of compensatory hours which may be accrued is 240 (160 hours at straight time).
7. Hours over 240 accrued compensatory time must be paid at time and one-half.
8. Compensatory time must be used within the contract year for which it was earned. Employees will default to paid overtime unless they opt in writing to receive compensatory (comp time) time. This election will be made on a fiscal year basis. Any unused balance of comp time at the end of the fiscal year will pay out to the employee.
9. Based on funding all unused compensatory time as of the end of each contract year must be paid to the person at time and one-half the hourly rate.
10. All work performed on Sunday will be compensated at double the regular rate unless Sunday is a part of the regular workweek.
11. An employee may be requested to work on a legal holiday or recess day(s) as designated on the school calendar.
 - a. If the employee works her/his normal work week or normal work shift, then the employee shall be paid or receive compensatory time at straight time rate.
 - b. If the employee works outside of her/his normal work week or normal work shift, then he/she shall be paid or receive compensatory time at an overtime rate if required to work outside his/her normal work week or normal work shift.
12. Up to five (5) days of compensatory time may be added to a vacation or recess period. Prior approval of the appropriate administrator is required.
13. Overtime may be required and normally the employee(s) performing such work during his/her regular assignment will continue work into the overtime period.
14. Overtime shall be divided as equally and equitably as possible among employees normally performing that type of work. Each site/department will create, maintain and display an overtime chart/log to document overtime rotation. (see Section 23 – Seniority).
15. Compensation for all classified employees covered by this Professional Agreement shall be in compliance with applicable state and federal laws.
16. This section does not apply to campus facility supervisors, except when a facility rental occurs and the facility supervisor is asked to work the event; he/she will be compensated as identified under the general provisions

of this section. See Section 12-F. Comp time may be taken for any reason, employees do not have to give a reason for the comp time request. However, the request must be made using the District's reporting system.

17. Compensation time may be taken for any reason, employees do not have to give a reason for the compensation time request. However, the request must be made using the District's reporting system.

B. SPECIAL PROVISIONS FOR FOOD SERVICES EMPLOYEES

1. Contract Food Services personnel who work less than forty (40) hours per week and who are required to work hours in excess of their regular schedule for extra dinners shall be paid or granted compensatory time in accord with A-2 this section.
2. Contract Food Services personnel who have completed their normal work shift, left work, and have to return to work (banquet or other activity) will be paid a minimum of two hours in accord with A-2 this section.

C. FLEX TIME

Flextime will not be used in lieu of paying overtime or used to cover vacant shifts unless agreed to by the administrator and employee or at the employee's request.

A. **SCHEDULED CALLBACK PAY**

An employee called to work for a scheduled activity between the closing time of his/her regular work shift and the starting time of his/her next regular work shift shall be paid a minimum of two (2) hours' pay at the applicable overtime rate, except as provided in Section 11-A-2 Overtime. This callback time will not apply to overtime worked consecutive to his/her regular work shift. This does not apply to work scheduled during legal holidays or recess day(s), see Section 11-11.

B. **UNSCHEDULED OR EMERGENCY CALLBACK PAY**

An employee called to work for an unscheduled or emergency occurrence between the closing time of his/her regular work shift and the starting time of his/her next regular work shift shall be paid a minimum of two (2) hours pay at double the normal rate of pay, except as provided in Section 11-A-2, Overtime. This callback time will not apply to overtime worked consecutive to his/her regular work shift.

C. **FOOD SERVICE PERSONNEL**

1. Short-hour Food Services personnel who work in excess of their regular schedule will be paid at their regular rate of pay for the time in excess of their regular schedule. However any short hour employee who has completed his/her normal shift and left work and returned to work (to work a banquet or other activity) will be paid time and one-half for the time worked upon return to work.
2. The annual salary for Food Services personnel is determined by using the hourly rate as identified on the salary schedule (Section 44) and multiplying it by the number of hours worked per day times the applicable number of days in the work year.

D. **HIGH TIME PREMIUM-MAINTENANCE AND OPERATIONS**

1. High Time - On any operation where there is a possibility of a free fall of twenty-five (25) feet or more, double time shall be paid for the time spent on the operation in fifteen (15) minute segments. This excludes work performed from a mechanized work container and/or platform with safety rails.
2. Asbestos - Asbestos abatement team members, while working with asbestos removal, will be paid double time for the time spent on the operation in fifteen (15) minute segments. Participation on asbestos abatement team shall be voluntary.

E. **PAY DIFFERENTIALS**

SUPPORT SERVICES	RATE PER HOUR
2ND SHIFT	\$0.25
3RD SHIFT	\$0.50

1. Shift differentials will be paid for night shift schedules for assignments of not less than eight (8) hours, exclusive of the meal period.
2. Only permanent employees who are regularly scheduled to begin work on or after 10:00 a.m. will receive the differential.
3. This only applies to District (Talent Division) approved standard hours of work.

F. *FACILITY RENTALS*

When a facility rental occurs and any classified employee to include the facility supervisor works the event, he/she will be compensated as identified in the general provisions of section 11. Funds will be provided from the proceeds of the rental.

A. **EMPLOYEE IDENTIFICATION CARDS**

1. All employees, for the safety and security of students and employees, will be issued picture identification cards that are to be worn whenever on a campus or District site.
2. An employee not wearing a picture identification card may be requested by the appropriate authority to present and wear one. If unable to do so s/he is subject to removal from District premises by Administration.

B. **UNIFORMS**

1. Clothing appropriate to job duties is to be worn at all times the employee is on duty, i.e. CEA shirts, security vests.
2. Uniforms shall be required only for the personal safety of the employee(s).
3. Uniforms required by the District for the safety of the employee shall be paid for or provided by the District.
4. CEA shirts shall be considered as a substitute for uniforms.

C. **REPLACEMENT OF HAND TOOLS**

1. On an exchange basis, the District will replace for craft personnel hand tools which are listed on an approved list of hand tools for his/her job assignment which have been lost on the job due to burglary. Replacement of lost hand tools is limited exclusively to burglary occurring on District property.

- A. The District shall furnish all equipment required for personal safety. Every employee is expected to accept safety and accident prevention as an active part of her/his job assignment. Employees should observe and report safety hazards as a basic job requirement to their immediate supervisors.
- B. An employee shall have the right to refuse to carry out an order that might be hazardous to her/him or those around her/him or when it is not related to her/his craft, trade, or position wherein there would be a potential hazard to the employee. When such a circumstance arises, the appropriate supervisor shall immediately review the alleged hazard.
- C. At no time shall an employee be required to search for any form of explosives on or around District property. Nor shall s/he be required to act as a police/security force in mob control or any act of force by others. An employee may volunteer for such duties if s/he wishes to do so.
- D. No less than two (2) employees will be assigned to a night shift and/or activity (i.e. one custodian, one security or a combination thereof) at any location. Classified staff members shall not be assigned to a night shift at any site unless another staff member is present during said shift.
- E. The District service warehouse will stock necessary safety supplies and equipment. Items to be issued to sites as needed.

ON-THE-JOB ACCIDENTS RESULTING IN INJURY

SECTION 15

- A. The law requires the District to participate in a compensation insurance plan approved by the Industrial Commission of the State of Arizona. The Industrial Commission Insurance schedule listed below is not a negotiated section of this Professional Agreement language.
- B. All on-the-job accidents resulting in injury must be reported to the employee's immediate supervisor and paperwork completed promptly for future claims to be acknowledged.
- C. INDUSTRIAL COMMISSION INSURANCE

<i>TIME MISSED</i>	<i>COMPENSATION FROM INDUSTRIAL COMMISSION</i>	<i>COMPENSATION FROM SCHOOL DISTRICT</i>	<i>CHARGE AGAINST SICK LEAVE BANK</i>
Less than 8 calendar days	None	Base pay for time missed until leave days expire	Day for day on time missed.
8 through 13 calendar days	A percentage of employee's pay as determined by the Industrial Commission formula, excluding first seven calendar days.	Balance of base pay for 8 th through 13 th calendar days until leave days expire.	For that portion of time compensated by District.
14 calendar days or more	A percentage of employee's pay as determined by the Industrial Commission formula, including the first seven calendar days missed.	Balance of base pay for all the time missed until leave days expire. Difference of base pay and that paid for by the Industrial Commission.	For that portion of time compensated by District.

1. Leave days charged is same percentage as compensation paid by the District, rounded down to the nearest half-day in adjusting leave days account in accordance with this schedule.

A. ELIGIBILITY

1. Permanent and probationary employees who are hired after July 1, 1984, and work 24 hours or more per week under contract are considered full-time employees and are eligible for fringe benefits. Those employees hired prior to July 1, 1984, and who work less than 24 hours per week will continue with the same fringe benefits previously granted throughout the year regardless of length of work year.

B. HEALTH AND MAJOR MEDICAL INSURANCE

1. All permanent and probationary employees are covered by health and medical insurance as described in the master contract(s) between the District and the provider which becomes effective based upon eligibility date and the date of enrollment by employee. Premiums for the employee's coverage are paid by the District. When more than one (1) health insurance plan is offered, and the employee selects the plan of his/her preference, the District pays an amount equal to the annual premium of the lowest cost plan.
2. Dependent coverage is available under the Payroll Deduction Plan, with the premiums for dependent coverage paid by the employee.
3. Employees, hired prior to July 1, 1987, may select in lieu of health/medical insurance benefits; a tax sheltered annuity with an agreement that the amount will remain in the annuity program for the duration of employment in the District.
4. The TSA 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:
 - a. Between the 1st and 15th of the month, TSA effective the first of the following month.
 - b. Between the 16th of the month and last day of the month, TSA effective the first of the second following month.
 - c. An employee 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 employee's expense through the payroll deduction process or a cash payment if during a non-payroll period.

C. PAYMENT FOR UNUSED LEAVE AND VACATION

1. Classified employees with a permanent hire date on or before June 30, 2019 with continuous satisfactory service at the time of retirement, resignation, termination, or death in shall receive a financial payment at the rate of 45% times the hourly rate of pay during the final year of employment for any unused leave days. Unused vacation days will be paid at 100% of the hourly rate in accordance with Section 16, paragraph H "vacations."
 - a. Leave days shall accumulate indefinitely for normal use.
2. For classified employees with a permanent hire date on or after July 1, 2019, an employee must have worked for the District for three or more years consecutively to be eligible to receive the payouts of unused personal leave or vacation as stated below:
 - The unused paid personal leave accumulation eligible for payout at the time of retirement, resignation, termination, or death shall be capped (see table below). the unused vacation days shall be capped for use and payout at 50 days for 12-month employees.
 - This personal leave accumulation cap shall be proportionately calculated for contracts of different periods other than 12 months full-time (i.e.: 100 days for 9 month full time employees).
 - Days are calculated as 8 hours a day or the equivalent number of hours as determined by the job description.

Personal leave accumulation caps for payout

12-month: 133 days

9.5-month: 105 days

10-month: 110 days

9-month: 100 days

- For unused paid personal leave, employees shall receive a financial payment at the rate of 45% times their current hourly rate of pay during the final year of employment.
- For unused vacation days, employees shall be paid at 100% of their current hourly rate.

Personal leave days will accumulate and be capped proportionate to the employees' annual contract number of days for normal use.

Personal leave bank caps for use

12-month: 260 days

9.5-month: 214 days

10-month: 229 days

9-month: 209 days

3. The payment for unused Leave/Vacation days will be made as follows:
 - A. Payments of \$5,000 or less will be made in a lump sum to the employee upon separation.
 - B. Payment of more than \$5,000 shall be made into a 403(b) post-employment tax sheltered savings plan. The employee cannot elect to receive a cash payment. If an employee is under age 55 at the time of separation from the District and needs to withdraw funds from his/her post-employment 403(b) account within one month following separation, the District will deposit 2.35% into the employee's account when notified by the 403(b) provider that the withdrawal at separation had occurred. (This amount is intended to make up for the penalty paid (10%) to the IRS less the 7.75% FICA benefit received).

D. LIFE INSURANCE

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

E. SUPPLEMENTAL DISABILITY INSURANCE

1. The Governing Board shall provide, at no cost to the employee, group supplemental disability insurance coverage as described in the master contract(s) between the District and the provider which will pay two-thirds of the contract salary after a minimum 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 to every employee.

F. HOLIDAY

1. The annual school calendar as approved by the Governing Board shall identify the holidays and Board declared recess days to be observed in the District.
2. Employees shall not be required to work on any Board declared holiday or recess day as identified in the annual school calendar.
3. If an employee is on the District payroll (i.e., either at work or on an approved leave of absence with pay) either the last workday immediately preceding or the first workday immediately following a holiday or Board-declared employee recess period as identified in the Board approved school calendar for the year, the employee's compensation will not be diminished because of the holiday or Board declared recess period.

4. If an employee is not on the District payroll (i.e., on a leave of absence without pay either because the leave days for which the employee is eligible has been exhausted or because the employee is on a Board approved leave of absence without pay) on the last day prior to and the first workday immediately following a holiday or Board declared employee recess period as identified in the Board approved school calendar for the year, that employee shall receive no compensation for the holiday or the Board-declared employee recess period.
5. When New Year's Day, Independence Day, Veteran's Day, or Christmas fall on Saturday, the holiday will be granted on Friday. When any of these designated holidays fall on Sunday the holiday will be granted on Monday.
 - a. Those employees whose regular workweek is other than Monday through Friday will be granted either Saturday or Sunday off for these holidays when they fall on a weekend.
 - b. Those employees whose regular workweek does not include Monday will be granted the preceding Saturday or Sunday off if one of these four holidays falls on a Monday.
6. Should one (1) or more of these holidays occur during an employee's vacation, the employee will be given an additional day's vacation with pay, in accord with the vacation provision.
7. With prior approval of the immediate supervisor, earned vacation or compensatory time may be taken before, during, or after recess periods.
8. The hours of employees working December 24 and 31 will be adjusted so that no employee will be working after 5:00 p.m., if approved by the immediate supervisor.

G. *ABSENCE BEFORE AND AFTER HOLIDAYS AND RECESS PERIODS*

1. Paid leave for personal business may not be taken without permission of the administration on the last scheduled workday before and/or the first scheduled workday after any Board declared recess period, holiday or vacation.

*with the exception of twelve (12) month employees where Fall Break does not apply.
2. Requests shall be submitted in writing at least five (5) workdays prior to the last day before the Board-declared recess period, holiday or vacation, unless a shorter notice is acceptable to the unit administrator or the request is based on a personal emergency. "At least five (5) workdays" means that the unit administrator must have five (5) full workdays to review the request. For instance, if the last day before the Board-approved recess, holiday or vacation is a Friday, then the request shall be submitted no later than the end of the day on the preceding Friday (assumed to be a workday) so that the administrator has all day Monday, Tuesday, and Wednesday to respond. If the employee does not receive a written response by the end of the second day prior to the requested date of absence (in the example above, Wednesday), then it shall be considered to be approved. E-mail is an acceptable medium for transmitting both requests and responses.
3. If an employee is absent because of personal or family illness on the last scheduled workday before or the first scheduled workday after a Board-declared recess period holiday or vacation, the employee shall bring a verification of the illness from a doctor to the unit administrator on the first day the employee returns to work.
4. Failure to comply with these procedures shall result in:
 - a. Counseling (may include documented in-service training)
 - b. Loss of pay for the day(s) taken off and the recess period, vacation and holiday
 - c. Further discipline (could include termination)

H. **VACATIONS**

1. Permanent employees under contract on a 12-month assignment who are eligible to receive benefits shall accrue paid vacation as follows:

<i>Service Credit</i>	<i>Days Earned Per Four Weeks</i>	<i>Days/Hours Per Year</i>
One through three continuous years	0.77	10/80
Four through eight continuous years	1.15	15/120
Nine continuous years or more	1.77	23/184

2. Based on the chart referenced in H(1), employees may accrue vacation each pay period and use or bank vacation time up to the established caps based on permanent hire date.
3. Vacations may be taken for any reason, employees do not have to give a reason for the vacation request, however, request must be submitted using the District's appropriate time reporting system. Responses indicating either approval or disapproval will be returned to the employee promptly. If the employee has not been advised in writing of the approval or denial prior to the starting time of the vacation it will be considered approved. Employees may submit request for vacations utilizing the time frame shown below:
 - a. 1 or 2 days vacation at least 2 work days prior notification
 - b. 3 or 4 days vacation at least 4 work days notification
 - c. 5 days or more taken consecutively at least 5 work days notice
4. These are recommended guidelines and are to be utilized unless a shorter notice is accepted by the administrator or deemed an emergency.
5. Based on the needs of the District, Primary Administrator (Evaluator) may identify certain time periods during which employees may not take vacation. However, the department supervisor may not restrict more than 20 days in a school year. Notification of the restricted days must be provided to the employee in writing by July 1 of each school year. Extenuating circumstances can cause a change then the alternate days will be provided as soon as known. Copies of the restricted days must be sent to the Talent Division and the President of CEA.
6. Employees whose work year is less than 12 months receive no paid vacation. Twelve-month employees initially beginning work prior to January 1 will receive a prorated vacation at the end of that fiscal year and will be given credit for 1 year's service in computing his/her service time for his/her vacation. Employees initially beginning work after January 1 will receive a prorated vacation at the end of that fiscal year, but will not receive a year's service credit. The fiscal year is July 1 through June 30.
7. When the vacation period of an employee includes a paid holiday, an additional day's vacation will be granted with pay, in lieu of the holiday.
8. When an employee, whose work year is less than 12 months, is changed to a 12 month position on a permanent basis, the first vacation amount will be prorated from the date of that employee's regular starting date of that school year through June 30, at the applicable accrual rate based upon number of continuous years of service credit as defined in Paragraph 1 above, and as determined by seniority in accordance with Section 23.
9. When an employee, whose work year is 12 months, is changed to a less than 12 month position on a permanent basis, the vacation due that employee will be prorated from the beginning date of the 12 month contract through the date the employee assumes the less than 12 month position at the applicable accrual rate based upon the number of continuous years of service credit as defined in Paragraph 1 above, and as determined by seniority in accordance with Section 23.

10. When this occurs the employee will receive payment for the accrued unused vacation at the end of the contract year in which the change in length of work year occurred. The vacation may not be held to be taken during the next year.
11. When an employee, whose work year is less than 12 months, is changed to a 12 month position on an acting basis, vacation will be prorated from the date the employee assumed the acting assignment through June 30 of that year at the applicable accrual rate, based upon number of continuous years of service credit as defined in Paragraph 1 of this section. If the employee does not remain in the acting assignment through June 30, no vacation will be earned.
12. Based on permanent hire date with the District, unused vacation days will be paid at 100% of the employee's current hourly rate in accordance with section 16(C). in order to be eligible to receive this benefit related to unused personal leave or vacation, employees who have a permanent hire date on or after July 1, 2019 must work for three or more consecutive years.
13. For some 12-month positions, which are funded from non-local fund budgets, there is no guarantee of continuous non-local funding from one year to the next. For employees in these positions it is mandatory that the earned vacation be taken during the non-local funded grant's fiscal year.
14. Employees who have exhausted all leave days have the option to have time lost due to illness charged to vacation by providing a doctor's statement if the administrative supervisor so requests.
15. All twelve-month employees:
 - a. Are encouraged to use vacation time earned between July 1 and June 30 each year.
 - b. An employee whose hire date is on or before June 30, 2019 who does not use all earned vacation time for the current fiscal may bank up to half of their accrued vacation days annually not to exceed one hundred sixteen (116) days in their vacation bank.
 - c. An employee whose permanent hire date is on or after July 1, 2019 who does not use all earned vacation time for the current fiscal year may bank up to half of their accrued vacation days annually not to exceed fifty (50) days in their vacation bank.
 - d. If, after banking unused vacation time at the end of the fiscal year as outlined in (b) or (c) above, 12-month employees may transfer unused vacation, not to exceed twelve (12) days annually into their personal leave bank. Days transferred into vacation bank or personal leave bank will be rounded up to the whole day not to exceed the limits as stated for leave earned during the current fiscal year or up to established limits for each bank.
 - e. The District will automatically place employees' unused vacation days in the vacation bank first using language stated in section 16 (C) "payment for unused leave and vacation" #1 and #2 and then in the employees' personal leave bank not to exceed the caps stated above. Caps for use for employees with a permanent hire date on or after July 1, 2019:

Personal leave bank caps for use

12 month: 260 days

9.5 month: 214 days

10 month: 229 days

9 month: 209 days

Vacation earned and eligible to be banked based on service credit

<i>Service Credit</i>	<i>Days Earned per 4 Weeks</i>	<i>Days/Hrs. per Year</i>	<i>Max. Days Carried Over if Unused</i>
1-3 continuous yrs.	0.77	10/80	5
4-8 continuous yrs.	1.15	15/120	8
10+ continuous yrs.	1.77	23/184	12

When an employee has reached the caps as stated above for personal leave and vacation banks, the employee will not continue to accrue time. When an employee uses personal leave or vacation time that causes the bank to drop below the established caps, the employee will begin to accrue time until the cap is reached again.

I. *PUHSD EARLY RETIREMENT PART-TIME EMPLOYMENT PROGRAM*

1. After ten (10) consecutive years of full-time service in the District and achievement of age 50, an employee who opts to take retirement prior to age 65 will be eligible for participation in the Early Retirement Part-time Employment Program until the end of the contract year in which she/he becomes Medicare eligible.

Employees choosing to participate will serve as substitutes or perform other appropriate duties for the agreed-upon period.

2. Retired employees hired to fill a critical vacancy for ten (10) or more consecutive days will be paid as follows:
 - I. 90% of the employee's last rate of pay, if the position he/she is filling is the same range or higher as the range last held by the retiree when employed.
 - II. 75% of the employee's last rate of pay, or the midpoint of the range of the position he/she is filling, whichever is higher, if the position is a lower range than the range last held by the retiree when employed.
3. Once an employee elects to participate in the program, s/he may not return to regular employment in the District, nor may they receive any benefits (e.g. leave days, vacation, holiday pay etc.)
4. Employees choosing to participate in the early retirement program will be assured of annual renewal until the end of the year in which they reach age 65 as long as they meet the conditions of the agreement of the previous year unless evidence is presented showing a physical or medical incapability for such performance.
5. Those entering the early retirement program must work at least one (1) day per year to be eligible to continue the following year.
6. The employee may drop participation at any time s/he so requests in writing to the Talent Division, in which case s/he cannot return to the program.
7. 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, and the rules and regulations of the District.

- A. Full-time classified employees are members of the Arizona State Retirement System/Plan and subject to the rules and regulations of the Arizona State Retirement Board.
- B. Notification of retirement must be submitted to the Talent Division prior to April 1, if retirement is planned as of the end of the school year, or at least three (3) months prior to planned retirement at any other time during the school year.

C. *NORMAL RETIREMENT ARS §38-757*

- A. A member is eligible to receive full retirement benefits upon reaching a normal retirement date. The normal retirement date occurs at one of the earliest following conditions:
 - a. at or after age 65 with any number of years of credited service
 - b. at or after age 62 with ten or more years of credited service
 - c. at or after any age and combination of years of credited service totaling 80 points
- B. Early Retirement Part-time Employment Program information is in Section 16-H.
- C. All employees are eligible for Federal Social Security benefits.

D. *EARLY RETIREMENT PROGRAM*

This program provides for payment or reimbursement for specified health care costs until the retiree reaches Medicare eligibility or otherwise no longer qualifies for this benefit as stated herein and for guest teaching as detailed in this section. Application is made through the Talent Division. Once you have been determined eligible for this program, you are required to provide a yearly Attestation to the Talent division to maintain eligibility. This benefit expires on June 30th of the fiscal year that the ERP participant reaches the age of standard Medicare eligibility.

In the event that an ERP participant becomes Medicare eligible based on disability, then the reimbursement will be based on the lowest out-of-pocket ASRS Medicare supplement plan. This benefit expires on June 30th of the fiscal year that the ERP participant reaches the age of standard Medicare eligibility.

- A. An employee who elects to terminate employment at or after age 50 is eligible to participate in the Early Retirement Program ("ERP") if he/she meets the following criteria:
 - a. was hired prior to July 1, 2009; and
 - b. has ten (10) consecutive years of full-time satisfactory service in the Phoenix Union High School District; and
 - c. is not of the age of standard Medicare eligibility
 - d. terminated employment prior to June 30, 2011 and retires or qualifies for long-term disability with ASRS within 12 months of separation; or
 - e. terminates employment after June 30, 2011, and has 15 years or more of continuous satisfactory District employment as of June 30, 2010 and retires or qualifies for long-term disability with ASRS within 12 months of separation.
- B. Subject to Section A(a) above, qualifying employees may participate in the ERP for a period of time not to exceed his/her years of full-time service with the District.
- C. Early retirees that qualify as teachers may serve as a guest teacher during the school year at a daily rate of \$112.50 for each day of service. If a teaching assignment exceeds 20 consecutive teaching days, the rate for all days taught, including the first 20 days, shall be \$200 per day.

- D. If the District determines, through the negotiations process, that early retirees must be covered by a health insurance plan other than the one which insures active employees, the following provisions apply:
- a. Early retirees who entered the ERP prior to July 1, 2003, and who also are receiving benefits through ASRS, will have two options: (a) moving to the Arizona State Retirement System (ASRS) plan with the District paying the premium of the lowest cost plan (regardless of where the retiree resides) minus the ASRS subsidy, or receiving reimbursement of \$625.00 per month for health insurance (whichever is greater); or (b) staying on the District's plan with the retiree paying the difference between the cost of the District plan retiree rate and the lowest cost ASRS plan.
 - b. Early retirees who entered the ERP on or after July 1, 2003, who are receiving benefits through ASRS, and who also currently receive the District reimbursement of the premium of the lowest cost ASRS plan (without adjustment for where the retiree lives) minus the ASRS subsidy, will either continue to have the District reimburse the lowest cost ASRS premium minus the ASRS subsidy or alternatively will receive a reimbursement of \$625.00 per month for health insurance, whichever is greater. Once ERP participant qualifies for Medicare, the District will reimburse the cost of the lowest cost ASRS Medicare supplement plan less the ASRS subsidy. Any employee who has opted out or opts out of the ERP in the future, cannot re-enter the ERP.
 - c. Early retirees who took early retirement prior to July 1, 2003, and who reside out of state, will pay the same amount toward their coverage as a pre July 1, 2003, early retiree who resides in-state and chose to stay on the District plan. The District would pay any remaining premium cost, not to exceed \$625.00.
 - d. Qualifying employees who elect to participate in the ERP prior to July 1, 2019, will receive a reimbursement OF the premium amount of the lowest cost ASRS Plan minus the ASRS Subsidy or \$625.00 per month, whichever is greater for health care costs until the employee reaches Medicare eligibility or until the employee no longer qualifies for the benefit under the terms of the ERP.
 - e. Early retirees who took early retirement prior to July 1, 2003, that drop or opt out of the District health plan cannot return to coverage under the District plan. Subject to the terms and conditions of the ERP, the retiree will remain eligible to receive the other benefit(s) for which he or she qualifies.
- E. An employee who does not qualify under Section A above is eligible for the modified ERP benefit(s) described below if he or she elects to terminate employment after age 50, and the following criteria are met:
- a. was hired prior to July 1, 2009; and
 - b. has ten (10) consecutive years of full-time satisfactory service in the Phoenix Union School District; and
 - c. had less than fifteen (15) years of district service as of June 30, 2010; and
 - d. terminates employment after June 30, 2011, and
 - e. ; and is not of the age of standard Medicare eligibility, and
 - f. retires or qualifies for long term disability with ASRS within 12 months of separation.
 - g. agrees to the conditions set forth in Paragraphs B and C above.
- F. If the District determines, through the negotiations process, that early retirees qualifying under Section E above must be covered by a health insurance plan other than the one which insures active employees, the following provisions apply:
1. Qualifying employees who elect to participate in the modified ERP at a future date, will receive health insurance provided through Arizona State Retirement System and the District will pay either 75% of the premium of the lowest ASRS plan (without adjustment for where the retiree lives), or will provide a monthly reimbursement of \$470.00 per month for health insurance

(whichever is greater), until the employee reaches Medicare eligibility or otherwise fails to qualify under the modified ERP.

2. For early retirees that have already elected to participate in the modified ERP, health insurance will be provided through Arizona State Retirement System and the District will continue to pay either 75% of the premium of the lowest cost ASRS plan (without adjustment for where the retiree lives) minus the ASRS subsidy, or will provide a monthly reimbursement of \$470.00 for health insurance, whichever is greater. In the event that the lowest cost plan increases above these amounts, the District would cover the lowest cost plan until the retiree is eligible for Medicare.
- G. When a retiree reaches standard Medicare eligibility due to age, the District will reimburse the retiree at a rate equal to the out of pocket cost of the lowest ASRS Medicare supplement plan or applicable percentage through the remainder of the fiscal year.
- H. Notwithstanding any other provisions of this section, Beginning July 1, 2019:
- a. The monthly premium reimbursement amount identified in Paragraph D of this section will be capped at "not to exceed" \$700.00, and for the corresponding Medicare eligible participants for the balance of the fiscal year, the reimbursement amount will be capped at "not to exceed" \$150.00.
 - b. The monthly premium reimbursement amount identified in Paragraph F of this section will be capped at "not to exceed" \$525.00, and for the corresponding Medicare eligible participants for the balance of the fiscal year, the reimbursement amount will be capped at "not to exceed" \$112.50.
- I. An eligible employee choosing to participate in the ERP is assured of annual renewal until the end of the contract year in which he/she becomes Medicare eligible, or loses coverage pursuant to Section B above.
- J. The Governing Board shall provide, at no cost to the qualifying retiree, unless already discontinued due to long-term leave of absence, group term life insurance as described in the master contract(s) between the District and the provider. Amount of coverage of \$25,000 or an amount equal to annual salary, whichever is greater. This coverage will continue until the end of the contract year that the employee becomes Medicare eligible.
- K. This agreement is subject to the applicable Laws and Regulations of the State of Arizona, the lawful Rules and Regulations of the Arizona State Board of Education, the applicable Laws and Regulations of the Arizona State Retirement System, and the Rules and Regulations of the Phoenix Union High School District.
- L. Every employee that receives a reimbursement under the provisions of this program must provide the district with a sworn attestation on annual basis indicating that the reimbursement is being used for the purchase cost of health care insurance expenses.
- M. The District reserves the right to terminate or modify the provisions of this program should it become necessary as a result of funding shortfalls. Employees who have not yet elected to participate in this program have no vested right to future participation and the District makes no representations or promises that this program will continue into the future.

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

B. *LEAVE DAYS - EARNING AND RETENTION OF PAID LEAVE*

1. The units in which leave is earned and charged shall be based on the system in use in the District. At the time this Professional Agreement was written, the units were half-days or days, where a "day" is a "workday". For most employees, the workday is eight (8) hours long, but it can be longer [e.g., some employees work ten (10)-hour days in the summer] or shorter [e.g., some employees routinely work seven-and-a-half (7.5) or six (6)-hour days.] If the District adopts a system capable of doing so, the District may choose to keep track of the earning and use of paid leave on a more precise basis, e.g., by the hour, quarter-hour or minute. Any reference to "half-days" or "days" in this Professional Agreement may be converted into other units of time as necessary.
2. During each fiscal year, each permanent employee shall earn paid leave at the rate of two (2) hours for each forty (40) worked. An employee must be at work or on an approved absence with pay in order to earn paid leave. Any hourly work performed on the District's behalf is eligible to accrue time.
3. In addition to the earned paid leave, each permanent, non-probationary employee shall be provided with the hourly equivalent of two (2) contract days of paid leave at the beginning of each contract year. [For example, if the contract day is eight (8) hours long, the employee shall be provided an additional sixteen (16) hours; if the contract day is six (6) hours long, the employee shall be provided an additional twelve (12) hours] An employee must be at work, or on an approved absence with pay, on the first day of her/his work year to be eligible for these additional hours. An employee who is not at work, or not on an approved absence with pay, on the first day of her/his work year shall forfeit these additional hours.
4. While in a probationary status an employee shall earn paid leave as indicated above and only this amount shall be available. Upon successful completion of the probationary period, the employee shall receive the additional two (2) days of paid leave.
5. A probationary employee is not eligible to take an LOA without pay except for an absence due to job injury. A probationary employee with no paid leave balance who needs to be absent from work normally must resign or s/he shall be terminated. The administration may request an exception to this procedure based on the best interests of the District. Such requests shall be forwarded to Talent, who shall make the final decision. The CEA President shall be informed when an exception is approved.
6. An employee who uses three (3) or fewer workdays of paid leave in a contract year shall have an additional two (2) workdays of paid leave credited to her/his paid leave balance.
7. If an employee leaves the employ of the District before the end of a contract year during which an advance of leave has been credited to the employee, then the final paycheck of the employee shall be reduced by the amount of pay received for leave used but not earned.

C. *AUTHORIZED USE OF PAID LEAVE*

1. Purposes for Which Paid Leave May be Used
 - a. Paid leave may be used for the following reasons: personal illness or injury, family illness or injury, parental obligations, family death or personal reasons.
 - i. In order to qualify for paid leave due to a personal illness or injury, the illness or injury must prevent the employee from doing the job to which s/he is assigned.
 - ii. No more than five (5) days may be used each semester for non-illness related reasons without prior approval
 - iv. An employee may use available vacation days to cover an absence due to personal illness or injury as defined above. See Section 16 for related procedures
 - v. Procedure for verifying an absence attributed to a health reason.
 - a) If the following conditions exit:
 - (i) The Superintendent or designee has reason to believe the employee misused this procedure.
 - (ii) The employee has been absent for three (3) consecutive days or more in a semester for personal illness, personal injury or family illness (excluding days used for FMLA).
 - b) Then an employee may be required to;
 - (i) Present a physician's statement as proof that a reason existed to support the use of leave days for health reasons.
 - (ii) Undergo an examination by a District medical advisor.
 - c) The Superintendent or designee shall notify the employee of this/these requirements in writing. This notification shall cite just cause. A copy of the notification shall be sent to the CEA President.
 - d) If after reviewing the physician's statement and/or the report of a District medical advisor the Superintendent or designee finds that the employee misused this procedure, then the following may occur:
 - (i) The absences shall be processed as indicated below.
 - (ii) The employee may be disciplined.
 - b. Paid leave may not be used for other purposes, such as continuing commitments (e.g., student teaching or course work), gainful employment outside the District Paid leave also may not be used to cover absence from work due to incarceration after sentencing.
2. An employee may use paid leave (i) only for an approved purpose, (ii) only when it is requested properly, and (iii) only when it is properly reported. All three conditions must be met. If an employee is absent for an unapproved purpose, or if an employee fails to request to use the leave when necessary, or if an employee fails to report the absence properly, then paid leave cannot be used to cover the absence and the employee shall not be paid for the absence.
3. When an employee runs out of paid leave, accrued vacation and compensatory time, enters no pay status, s/he shall not be paid.

4. The District's time reporting system is an approved form of requesting time off. If the employee has not been advised in writing of the approval or denial prior to the starting time of the paid leave it will be considered approved.

D. An employee who has exhausted her/his paid leave and accrued vacation and compensatory time balances and who continues to be absent due to personal illness may be required to have a health examination by the District Medical Advisor at the expense of the District to determine if the employee should continue work or take an LOA for health reasons.

E. **LEAVES OF ABSENCE FOR HEALTH REASONS**

1. An employee who is unable to work for more than 10 (ten) work days because of personal illness or disability may be requested by a Talent Director to submit for a leave of absence with or without pay on the appropriate form (whichever is applicable). Any employee who has exhausted his/her leave days/vacation allowance must apply for a health leave of absence or resign to avoid a breach of contract.
2. A certificate from a physician certifying the nature of the illness or disability must be attached to the request form.
3. Leave must be used as required by the program in order to qualify for long-term disability benefits. The conditions of the insurance policy will apply upon acceptance of the disability by the insurance company. A leave of absence request must be submitted when leave days have been exhausted.
4. An employee who is injured while on duty and covered by Industrial Commission insurance will not be granted a health leave of absence until his/her leave days are exhausted or until the employee becomes eligible for coverage under the long-term disability insurance program, whichever comes first. An employee who is absent because of an injury while on duty must either be on the payroll and receiving leave days pay or be granted a health leave of absence in conjunction with long-term disability or separate from it.
5. If an employee is granted permission from his/her 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 employee is qualified. If an employee is limited to light duty upon release from his/her doctor, the employee may return to work if the immediate supervisor agrees that there is a lighter productive assignment the employee may perform. This requires the prior approval of the Principal (or designee) or the Director or Division Manager of a CEE or DSF Division, and/or the appropriate Executive Director. The period of lighter productive assignment shall not exceed twenty (20) workdays. Pay will be for the position assumed upon return from leave.
6. A health leave of absence will not be granted for more than one (1) year at a time, although requests for shorter periods will be considered.
7. Any extension of a paid leave of absence beyond one (1) year requires the submission of a new request form by March 15 of each year, and a new physician's certification except for an employee certified as permanently disabled, whose leave will be recommended for extension by the Talent Division upon receipt of the request for extension.
8. An annual review of all employees who are on health leave and are not planning to return to duty will occur. The assistance of the District Medical Advisor may be sought if deemed necessary.
9. Health insurance benefits will be provided by the District for a classified employee 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 classified employee will return to work, retire, resign or qualify for the long-term disability and health insurance programs through the Arizona State Retirement System (ASRS).

10. When a classified employee returns to the employment of the District after a period of one year of unpaid leave; the classified employee must work one full year to be eligible for another unpaid leave of absence.

F. LEAVE OF ABSENCE WITHOUT PAY FOR PERSONAL REASONS

1. The appropriate request form must be used and the reason and justification for the request must be spelled out in detail.
2. The request for a leave of absence without pay for personal reasons should be submitted as far in advance of the departure date as possible to permit filling the vacancy in a timely manner.
3. Among the factors that will be considered when making a recommendation about leaves of absence for personal reasons are the following:
 - a. Nature of the request.
 - b. Length of service in District.
 - c. Previous leaves of absence.
 - d. Effect on educational program.
4. Eligible employees will be granted personal leaves of absence only in unusual circumstances.
5. Requests for leaves of absence without pay for personal reasons will be approved for either one (1) semester or one (1) year.
6. An employee may be recommended for a career maximum of one (1) year of leave of absence without pay for personal reasons.
7. Requests for personal leaves of absence without pay may be recommended for the following:
 - a. For the adoption of a child.
 - b. To care for a sick member of the employee's immediate family.
 - c. To one (1) employee designated by the representative group to engage in local, state, or national association activity.
 - d. To campaign for or serve in a city, county, state, or national elected office.
 - e. To serve in the Peace Corps, or similar government-approved activity.
 - f. To participate in full-time education or training so that performance in the employee's current job may be improved.
 - g. To participate in full-time education or training that will prepare the employee for a job for which employment opportunities are currently available, or are anticipated to be available in the near future, in the District.
 - h. To deal with family problems, other than family problems resulting from stress on the job.
 - i. Board Policy GBI pertains to employees seeking elected office.
 - i. An employee of the Phoenix Union High School District may seek an elected office in a political subdivision; but, 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.

- ii. 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.

- 8. Requests for personal leaves of absence without pay will not be recommended for the following reasons.
 - a. To assist an employee in obtaining employment outside of the District, a request for.
 - b. If an employee's spouse accepts employment outside of the immediate area.
 - c. To prepare for a new career outside of the District.
 - d. Personal or family problems resulting from stress on the job.

G. *BEREAVEMENT LEAVE*

- 1. In the event of the death of an immediate family member, each employee is entitled to up to five (5) days of paid bereavement leave per occurrence. This bereavement leave is in addition to the earned paid leave detailed in paragraph A and B of this section and must be approved by the Principal, Educational Unit Supervisor, Division Manager, or Director. Bereavement leave days do not accumulate or carry over from one fiscal year to the next.

"Immediate family member" as used in this provision means:

- a. Regardless of age, a biological, adopted or foster child, a stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was a minor;
 - b. A biological, foster, stepparent, or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child;
 - c. A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
 - d. A grandparent, grandchild, or sibling (whether of a biological, foster, adoptive, or step relationship) of the employee or the employee's spouse or domestic partner.
- 2. If additional days are needed for the bereavement leave, a request must be submitted to the Principal, Educational Unit Supervisor, Division Manager, or Director for his/her approval, identifying the number of days needed and the pertinent circumstances. This additional time would be charged against available leave.
 - 3. An instance of miscarriage will be covered under medical leave for the affected employee. An instance of stillborn birth will be covered under the bereavement leave policy.
 - 4. In addition to the above, travel time in connection with the bereavement leave, not to exceed five (5) school days in any one (1) year, may be charged against available leave. This applies only when the travel itself requires absence during regular work hours.

H. **TEMPORARY LEAVES OF ABSENCE TO MEET PROFESSIONAL OBLIGATIONS**

1. The Board recognized that participation by employees in the activities of professional 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.
2. Upon approval by the Principal/Administrative Supervisor, on the District leave form available in the principal office, temporary leave with pay, may be granted to an employee where the reason is
 - a. Participation in a legitimate, bona fide professional duty;
 - b. Attendance at an educational conference or workshop in which the content is directly related to the employee's position or assignment; or
 - c. Attendance at conferences or workshops sponsored by a professional education association as an official delegate of the Classified Employees Association.
 - d. The request shall be submitted to the Principal/Administrative Supervisor at least two (2) weeks prior to the requested days of absence, if possible. 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.

I. **RELEASE TIME FOR CEA BUSINESS**

1. The Association shall be granted release time, as the Association deems necessary for the purpose of conducting association business at no loss of salary or other benefits. The number of days granted shall be 100 days per year. The CEA President shall inform the Superintendent or designee of the person(s) and reason/activity for which release time will be granted.
2. These days will be utilized for conferences and for conducting all other business pertinent to the Association's role as the bargaining representative.
3. The appropriate administrator/supervisor will be advised by the Superintendent or designee of the absence one (1) week prior to the absence, if possible.

J. **MILITARY LEAVE**

1. Military leaves of absence shall be granted by the Board to an employee in accordance with existing state and federal statutes.

K. **JURY DUTY OR OFFICIAL SUBPOENA LEAVE**

1. Employees who are required to serve on jury duty or to appear in court during their normal work hours 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.
2. An employee who must appear in any legal proceedings connected with his/her employment with the School District may be absent without loss of pay for that cause, if the employee is required to attend.

L. NATURAL DISASTERS

1. If a natural disaster makes it impossible for an employee to report for work, the Board may provide additional day(s) of personal leave with pay for the enforced absences(s).

M. MINIMUM LEAVE OF ABSENCE CHARGED

1. All leaves of absence granted under this section shall be in units of full days or half days.
2. In order to qualify for paid leave days, as provided above, the employee's illness or disability must be such as to prevent him/her from working his/her regular classification of work. Upon exhaustion of leave days, the employee may use accrued vacation days. The employee may be required by the Superintendent or Designee, if they have reason to believe the employee misused this leave policy, to present a physician's statement as proof of such illness or injury to self or family for more than five (5) work days. Additionally, the employee may be required to have a health examination by the District Medical Advisor. The employee 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 CEA President. In the event it can be shown that the employee willfully violated or misused this leave policy or misrepresented any statement or condition under this policy, s/he may be subject to discipline.
3. Leave days may be used for illness or disability of the employee. The employee may use half of the leave days available to him/her up to a maximum of twenty (20) days per school year for the serious illness or disability of his/her immediate family (husband/wife or children).
4. The employee may, if more time is needed for an extended illness, appeal to the Talent Division to use more of his/her available leave days.
5. When the employee goes on a leave of absence in accord with Paragraph B of this section, for reason other than health leave, the position held by the employee at the time the leave commences will be filled on a temporary basis if recommended by the appropriate administrator and approved by the Talent Division.
6. An employee shall be allowed a leave of absence not to exceed five (5) days during any one (1) year to be charged to leave days when such absence is due to serious illness of the employee's father, mother, brother, sister, brother-in-law, sister-in-law, father or mother of spouse, son-in-law, daughter-in-law, grandchild, foster parent, or dependent person (as defined in the Internal Revenue Code).
7. In addition to the above, travel time in connection with the absence due to serious illness in the employee's family, not to exceed five (5) school days in any one (1) year, may be charged against leave days. This applies only when the travel itself requires absence during regular work hours.
8. The employee may submit a request to the Talent Division for additional days because of unusual circumstances.
9. Only the portion of a maternity leave, including adoption, which relates to the disability period for an employee may be charged to accrued leave days. In the event that an employee does not have sufficient accrued leave days to cover the disability period, s/he may request a leave of absence without pay to cover the remaining portion of the disability period.
10. If the employee wants additional time beyond the disability period to care for the child, s/he will submit a request for a leave of absence without pay, with the request being noted as family. This will be treated as a personal leave of absence without pay.

11. The employee has the option of requesting a health leave of absence without pay to include the period of disability if the employee wishes to save the leave days.

N. DONATION OF LEAVE DAYS

1. A classified employee 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 Superintendent or designee requesting donations of leave days from other classified employees so her/his income can continue during an extended period of absence of five (5) consecutive days or more. Donated leave days are intended for the use of the employee only to compensate for days missed due to personal illness.
2. Leave days for family illness are available through the Federal Family Medical Leave Act.
3. A-classified employee may donate leave days only if he/she has thirty (30) or more days of accumulated leave days. The donor-classified employee may donate no more than ten (10) days of leave days in any contract year. The donor-classified employee will designate the donation in the name of the classified employee to receive the donation.
4. If more days than are needed are donated to the receiving classified employee, the unused days shall be returned to the donor classified employee.
5. No classified employee shall be eligible for the Leave Days Assistance Program after he/she qualifies for the supplemental disability program.

O. FAMILY AND MEDICAL LEAVE ACT

1. A classified employee 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 and Medical Leave Act of 1993.
2. All classified employees 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 classified employee should consult the District if s/he wishes to substitute any accrued paid leave for any part of the twelve-week period.
3. 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 classified employee incapable of performing the functions of his/her job.
4. During a period of family or medical 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 and Medical Leave Act, Section 103 (1993).

P. LEAVES OF ABSENCE WITHOUT PAY

1. General

- a. Any employee 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. This also applies to employees who have exhausted their leave days/vacation allowances. A health leave of absence without pay must be requested, to be effective as soon as the leave days/ allowance is exhausted, or the employee must resign. Once an employee is in a no pay status s/he has two (2) work days to contact the Talent Division (Talent Director) of her/his intent. If the employee does not contact the Talent Division, a certified letter will be sent to the employee stating the rules and regulations and what further action will be taken. Minimum due process will be given all classified employees that fall in this status.
- b. All requests for leaves of absence without pay shall be applied for in writing, using the appropriate form, and the request may not exceed one (1) year. Only requests for leaves of absence without pay as permitted in this section will be considered.
- c. No request for a leave of absence without pay will be processed unless it has the signed approval of the Principal, Educational Unit Administrator, Director, or Division Manager (as appropriate). If recommended, it will be submitted to the Superintendent by way of the Talent Division.
- d. If the leave of absence request is recommended by all parties concerned, the Superintendent will submit the request to the Governing Board for action with his recommendation.
- e. A disapproval of a requested leave of absence without pay may be appealed only to the Superintendent or Designee.
- f. Those who have requested leaves of absence without pay will be informed in writing as to the disposition of the request.
- g. A leave of absence without pay other than a health leave shall be for a period of one (1) semester or one (1) 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 very unusual circumstances. If an eligible employee wishes to extend the leave beyond the original period granted, another written application must be submitted.
- h. Leaves of absence without pay beyond one (1) work year are not permitted except for employees elected to public office.
- i. A classified employee who is granted a health leave of absence for a period up to one (1) work year will be considered for that period as a member of the staff of the school or division where s/he was assigned at the time the leave was granted. Such leave will not break the continuity of service of the employee involved. The employee will be returned to his/her former assignment, and the individual employed or transferred as a replacement for the employee on leave will be employed or transferred only for the duration of the period of the leave, and will be so informed in writing.
- j. If a classified employee is granted a leave of absence beyond one (1) year, upon availability for duty, the employee will be placed in the first vacancy in the District for which the employee returning from the extended leave is qualified. The employee will have the option to be reinstated to his/her former position held at the location at the time the leave commenced, if the opening occurs within the first six (6) months after returning to work.
- k. Employees on leave of absence eligible for an extension of leave beyond one (1) year must request the extension in writing, or indicate in writing by March 15 that they are returning from leave as scheduled. If this is not done, no contract will be issued nor will consideration be given to extending the leave.

- l. Leaves of absence without pay for any reason other than health, maternity, or adoption will not be granted to employees with less than three (3) years' continuous employment except in unusual circumstances.

EVALUATION/PERFORMANCE REVIEW REMEDATION PLAN

SECTION 19

A. GENERAL

1. The purpose of evaluation shall be to provide information about the manner in which the employee is doing her/his job. This information shall be used by:
 - a. The District in making personnel decisions.
 - b. The unit and administrative supervisor in making decisions about the accomplishment of the unit's mission and goals.
 - c. The employee in improving her/his productivity and effectiveness.
2. The unit/administrative supervisor shall assure that these procedures shall be used during an evaluation. This shall include the use of the approved form.
3. An employee is not entitled to representation during the initial presentation of an evaluation, however, they are entitled to representation during the formulation and presentation of an improvement plan and any meeting related to that improvement plan.
4. An employee's levels of performance shall not be lowered because of the employee's:
 - a. use of compensation time, vacation, or leave days as defined in any District policy, regulation or procedures, including the CEA Professional Agreement, or
 - b. approved involvement in District-recognized and -approved committees or employee association activities.
5. A support staff evaluation is confidential and shall not be released or shown to anyone without a need to see it.
6. Grievance/appeal
 - a. The contents of an evaluation and the decision of the evaluator may not be grieved or appealed.
 - b. A violation of these evaluation procedures may be grieved by the employee to the Executive Director for the Talent Division, who shall have the sole authority to determine if a violation has occurred and, if so, the proper remedy. The Executive Director of Talent or designated Talent Director decision is final and may not be appealed or grieved.
7. An employee may submit an allegation of personal bias or conflict of interest prior to the scheduling of the Evaluation Conference (EC). Such an allegation shall not be accepted by the District once the EC has been scheduled.
 - a. The employee shall submit the allegation to the unit administrator or to the Executive Director of Talent if the allegation is against the unit administrator. The unit administrator or the Executive Director of Talent or designated Talent Director shall respond to the allegation in writing within 5 workdays. The decision of the unit administrator/Executive Director of Talent or designated Talent Director shall be final.
 - b. The evaluation process shall continue during the processing of an allegation of bias or conflict of interest. If a determination of bias or conflict of interest is made and the employee received a rating of less than meets expectations the evaluation will be invalidated and a note will be made in the employee's personnel file indicating that the evaluation requirement for that year has been met. The employee will not be harmed financially in regard to any pay directly related to the evaluation
8. After the evaluation process has been completed, the evaluator shall send all related documentation to Talent for inclusion in the employee's personnel file. This shall include all materials submitted by

EVALUATION/PERFORMANCE REVIEW

REMEDIATION PLAN

SECTION 19

the employee. Evaluation documents shall be retained permanently in the employee's personnel file.

9. Refusal on the part of an employee to participate in any part of the evaluation process shall be considered a documented act of insubordination and shall subject the employee to discipline up to and including termination for cause after a minimum due process hearing.

B. **EVALUATION PROCEDURES**

1. Each classified employee shall be evaluated during each contract year.
2. The evaluation shall be based on the employee's performance:
 - a. in the position(s) the employee holds at the time of the evaluation.
 - b. during the current contract year, except that if the employee changed positions or locations since her/his last evaluation, the evaluation shall be based only on her/his performance during the period of time in the position currently held at the current location during the current contract year.
3. The evaluator may allow the employee's immediate/quasi-supervisor, or another employee who provides day-to-day direction to the employee (e.g., a teacher who provides day-to-day direction to an instructional assistant), to provide information related to the employee's job performance that may be used as a basis for the evaluation.
4. Completing the Performance Rating Report
 - a. The evaluator shall prepare a written Performance Rating Report (PRR). Three (3) days prior to the evaluation conference (unless mutually agreed upon) the evaluator will send a copy of the PRR via email or in person to the employee.
 - b. The written PRR shall contain information about the employee's behavior related to:
 - i. specific tasks from her/his job description that s/he has performed during the period of evaluation and/or
 - ii. other job-related matters (e.g., attendance, communication skills, attitude, and compliance with policies and procedures.)
 - c. The PRR is Exhibit GDO-EB from the Governing Board Policy Manual. It can be photocopied from there or accessed on-line. The on-line version is formatted as a MS Word table and can be completed and saved electronically. The fields are completed as follows.
 - i. "Employee" Enter the complete name of the employee exactly as it appears in the District records. Include generation codes (e.g., "Jr" or "III") and middle names or initials. Do not use nicknames.
 - ii. "Department" Enter the name of the unit to which the employee is assigned (e.g., "South", "DSF" or "Curriculum") and the title of the employee's position (e.g., "Custodian" or "System Manager").
 - iii. "Supervisor" Enter the name of the employee's administrative supervisor.
 - iv. "Date of rating" Enter the date the administrative supervisor reviews the evaluation with the employee.
 - v. "RATING FACTORS" Select a value (i.e., 4 to 1) for each factor by placing an upper-case "X" in the appropriate shaded box. Note that the best rating is "4" and the worst is "1".
 - vi. "OVERALL RATING (average)" Select the value (i.e., 4 to 1) that is closest to the mathematical average of the values assigned to the rating factors (e.g., select "3" if the average is "3.4" and "4" if the average is "3.6").

EVALUATION/PERFORMANCE REVIEW

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- vii. "Number of days absence for any reason" From the District's official absence report, enter the number of days absence in the contract year.
 - viii. "total points" Enter the sum of the values assigned to the ten rating factors.
 - ix. "Comments" Enter comments as appropriate.
 - x. "Achievements" Shared by employee, for informational purposes only.
 - xi. "Goals" Developed jointly for informational purposes only.
 - xii. "Employee's signature" and "Date" The employee must be given an opportunity to sign and date the PRR upon completion of the evaluation conference, as determined by the evaluator. The employee's signature indicates only that the employee has seen the form and that it has been discussed with her/him by the evaluator. If an employee refuses to sign and/or date the evaluation, then the evaluator shall:
 - a) Enter an initialed note of the employee's refusal on the evaluation form.
 - b) Have a witness sign the note.
 - xiii. "Evaluator's signature" and "Date". The evaluator shall sign and date the PRR.
5. Evaluation Conference (EC)
- a. The evaluator shall schedule an EC with the employee.
 - b. During the EC, the evaluator shall:
 - i. Review the written PRR with the employee.
 - ii. Allow the employee to provide verbal feedback about the evaluation.
 - c. At the end of the EC, one of the following shall occur.
 - i. If during the EC the PRR is not changed, the evaluator and the employee shall sign the PRR. The employee shall be given a copy of the signed PRR.
 - ii. If during the EC the PRR is changed, the evaluator shall act to assure that the changes are made immediately, that the changed evaluation is signed by her/him and the employee, and the employee is given a copy of the signed PRR.
6. Ratings of Ineffective
- a. When an employee receives a rating of ineffective, the evaluator must have specific comments to the ineffective rating. The employee will be given direction and if appropriate, resources for improvement. (*provide examples i.e. training, tools, etc.*) Thereafter, if the employee continues an ineffective rating, then a recommendation for termination may be made to Talent Division.
 - b. Are-evaluation during the contract year shall be held as soon as possible but no sooner than forty (40) workdays after the date of any evaluation containing one or more ratings of unsatisfactory. The re-evaluation will directly address the improvement plan noted on the evaluation document.
 - c. If an employee receives an ineffective rating on the same or any other factor on a re-evaluation, the evaluator shall recommend to the unit administrator a course of action.
 - d. The unit administrator shall then make to the Executive Director of Talent or designated Talent Director a recommendation for action.

EVALUATION/PERFORMANCE REVIEW REMEDICATION PLAN

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7. The employee shall have five (5) workdays after receipt of her/his copy of the signed PRR to attach a statement or item(s) of information to it and return it to the evaluator. Any items attached by the employee shall become part of the evaluation documents and shall be submitted to Talent along with the PRR. The evaluator shall not submit any documents to Talent until these five (5) workdays have passed and shall include any documents provided by the employee when the signed PRR is submitted.

C. TRAINING OF QUALIFIED EVALUATORS

1. The District shall provide qualification training for each employee who evaluates classified employees.
2. The qualification training shall be of two types.
 - a. For evaluators who have not received it, completion of an initial training on the classified employee evaluation process.
 - b. As determined by HR, annual refresher training for those who have completed initial training.

- D. Annually, each classified employee shall receive an orientation to the classified evaluation process prior to evaluation.

EVALUATION/PERFORMANCE REVIEW REMEDIATION PLAN

SECTION 19

GDO-EB

EXHIBIT

EXHIBIT

EVALUATION OF SUPPORT STAFF MEMBERS (Proficiency Rating Report)

Employee

Department

Supervisor

Date of Rating

Rating Scale: 1 = Ineffective, 2 = Developing, 3 = Effective, 4 = High Effective

1	2	3	4	Rating Factors
				1. Quality of Work: The ability to produce work that satisfied or surpasses the requirements. Consider accuracy, completeness, thoroughness, neatness of work.
				2. Quantity of Work: Volume or amount of work done.
				3. Knowledge: Knowledge of methods, materials, objectives, and other fundamental information skills.
				4. Adaptability: Ability to learn, perform under changes and in emergencies, grasp detail, comprehend differences between important and trivial.
				5. Work Habits: Organization of work, care of equipment, safety and industry.
				6. Working Relationship with students and other employees: Ability to get along with the students and other employees.
				7. Dependability: Degree to which employee can be relied upon to do the job without close supervision. Punctuality, attendance on the job.
				8. Attitude: Interest in work, willingness to meet job requirements and accept suggestions, loyalty to the organization, ethical conduct.
				9. Judgement: Soundness of actions.
				Levels of Performance:
				Essential Job Functions:

PHOENIX UNION HIGH SCHOOL DISTRICT NO. 210

8/10/2017

GDO-EB

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EVALUATION/PERFORMANCE REVIEW

REMEDIATION PLAN

SECTION 19

EXHIBIT

EXHIBIT

Essential Job Functions

Levels of Performance: Check levels of performance that apply. Use 'N/A' when an employee is not rated on essential job functions on her/his job description.

1.	Essential Job Functions #1	1 []	2 []	3 []	4 []
2.	Essential Job Functions #2	1 []	2 []	3 []	4 []
3.	Essential Job Functions #3	1 []	2 []	3 []	4 []
4.	Essential Job Functions #4	1 []	2 []	3 []	4 []
5.	Essential Job Functions #5	1 []	2 []	3 []	4 []
6.	Essential Job Functions #6	1 []	2 []	3 []	4 []
7.	Essential Job Functions #7	1 []	2 []	3 []	4 []
8.	Essential Job Functions #8	1 []	2 []	3 []	4 []
9.	Essential Job Functions #9	1 []	2 []	3 []	4 []
10.	Essential Job Functions #10	1 []	2 []	3 []	4 []
11.	Essential Job Functions #11	1 []	2 []	3 []	4 []
12.	Essential Job Functions #12	1 []	2 []	3 []	4 []
13.	Essential Job Functions #13	1 []	2 []	3 []	4 []
14.	Essential Job Functions #14	1 []	2 []	3 []	4 []
15.	Essential Job Functions #15	1 []	2 []	3 []	4 []

Comments:

1. What are the employee's strengths? ("Highly Effective" ratings must be explained in this space)

2. What are the employee's weaknesses? ("Ineffective and Developing" must be explained in this space)

3. General Comments:

4. Improvement Plan/Resources:

5. Achievements and goals (for Information only):

I have discussed this performance rating report with the evaluator.

Employee's Signature _____

Date _____

Evaluator's Signature _____

Date _____

A. *JOB DESCRIPTIONS*

1. Job descriptions will be used for one or more of the following purposes: recruiting, compensation, and evaluation. Job descriptions for all positions are maintained by the District. All job descriptions identify general duties of each position and are applicable to the entire classification, not just to a specific individual.
2. Job descriptions must be on file in the Talent Division for every job category listed on the salary schedules. They will be reviewed once every three (3) years by the Superintendent/designee and revised if necessary. When revisions are necessary, the Talent Division will review the revisions with the Classification Review committee.
3. Copies of all new and revised job descriptions will be sent to the CEA president.

B. *JOB DESCRIPTION REVIEW*

1. All requests for revised job descriptions must be submitted to the Talent Division. Copies of the request(s) for job description review will be provided to the Classification Review Committee.
2. A job description review is warranted when a significant change in responsibilities has occurred in the required duties of a position. A request may be submitted to the Superintendent/designee by a Division Manager, Director, Educational Unit Administrator, Principal, or other appropriate administrator; or, an employee or group of employees. If the request is received from an employee(s) the request will be forwarded to the appropriate administrator/supervisor for comment and recommendation and returned to the Talent Division.
3. The request must contain the current description and specific statements as to the significant changes in duties that are regular and continuous. No action will be taken if this information is not included.
4. The Classification Review Committee will review the requests for job description revisions and may obtain additional information by requesting such from the requester(s) and/or the endorser(s). The Committee may:
 - a. Recommend that the job description be accepted as submitted; or,
 - b. Recommend changes to the submitted job description; or,
 - c. Recommend that the submitted job description duties are contained in an existing job description and that a revised description is not warranted; or,
 - d. Recommend that the submitted job description be denied
5. Recommendations by the Committee for which there is not unanimous agreement will be identified and a dual recommendation will be submitted to the Superintendent/designee. The Superintendent/designee and the CEA President will meet and review dual recommendations for the purpose of resolution.
6. Final approved job description revisions will be distributed by the Talent Division.
7. If the request for job description revision is denied, it will be returned to the originator by the committee with a rejection memorandum. The employee has the right to appeal a denial of a job description revision to the Superintendent/designee.

C. *NEW JOB DESCRIPTIONS*

1. New job descriptions may be submitted throughout the year.

2. All new job descriptions will be reviewed by the Classification Review Committee for the purposes specified in B - 3 - a, b, c, d, and for recommendation of placement on the salary schedule. Recommendations for which there is not unanimous agreement will be identified and a dual recommendation will be made. All recommendations are submitted to the Superintendent/designee for final approval.

- A. The Classification Review Committee shall be comprised of a maximum of four administrators/supervisors appointed by the Superintendent/designee and a maximum of four CEA members appointed by the CEA President. The Wage Adjustment Committee shall begin meeting in February to give consideration and make recommendations for general wage adjustments. The committee will meet during the year as necessary to make recommendations on salary schedule placement for new job descriptions as provided for in the job description review section.
- B. A wage adjustment results from a general change in the prevailing rate of pay of a position(s) in the surrounding area. Each year this committee will evaluate and compare a number of positions in the District to positions in the Deer Valley, Glendale Union, Mesa, Paradise Valley, Peoria, Tempe Union, and Scottsdale school Districts. The positions compared to these school Districts will then be compared to other positions in the District.
- C. Recommendations by the committee for wage adjustments for which there is not unanimous agreement will be identified and a dual recommendation will be submitted to the Superintendent/designee. The Superintendent/designee and the CEA President will meet and review dual recommendations for the purpose of resolution.
- D. Final approval for recommended wage adjustments will be made by the Superintendent/designee. The Superintendent/designee will recommend to the Superintendent the approved wage adjustments and also submit any dual recommendations.
- E. An employee(s) whose position(s) has been adjusted to a higher classification, shall move to the higher classification on the same step or at the hourly rate when there is no step schedule regardless of the amount of the increase.
- F. An employee(s) whose position(s) has been adjusted to a lower classification shall move to the lower classification and be placed on the step of the lower classification which is closest to the rate of pay the employee was on at the higher classification or be placed at the hourly rate of the lower classification when there is no step schedule.
- G. If such placement results in a reduction in pay rate, no downward adjustment will be made for that individual. When this occurs, that individual will continue on or at the previous rate of pay with no annual pay adjustments until the adjusted rate catches up or until the person changes to another position.
- H. All approved wage and salary adjustments normally are made as of July 1 of each year.

- A. A reclassification results from a change in the permanent, regular, and ongoing duty requirements of a position(s).
- B. When this has occurred a request for reclassification may be made by submitting a revised job description in accord with Section 20, Job Description Review. The request and the revised job description must be submitted by January 1 of any given year.
- C. Upon approval of the job description an analysis of the description will be made by the Classification Review Committee to determine if a reclassification should be recommended. Recommendations by the committee for reclassifications for which there is not unanimous agreement will be identified and a dual recommendation will be submitted to the Superintendent/designee. The Superintendent/designee and the CEA president will meet and review dual recommendations for the purpose of resolution.
- D. Final approval for recommended reclassification will be made by the Superintendent/designee. The Superintendent/designee will recommend to the Superintendent the approved reclassifications and also submit any dual recommendations.
- E. A reclassification may result in a change in job title and/or job duties with no change in pay.
- F. An employee(s) whose position(s) has been reclassified to a higher classification shall move to the higher classification on the same step or at the hourly rate when there is no step schedule regardless of the amount of the increase.
- G. An employee(s) whose position(s) has been reclassified to a lower classification shall move to the lower classification and be placed on the step of the lower classification which is closest to the rate of pay the employee(s) was on at the higher classification or be placed at the hourly rate of the lower classification when there is no step schedule. If such placement results in a reduction in pay rate, no downward adjustment will be made for that individual(s). When this occurs, that individual(s) will continue on or at the previous rate of pay with no annual pay adjustment until the adjusted rate catches up or until the person(s) changes to another position.
- H. A reclassification may be applicable to a single position(s) or to an entire classification.
- I. When there is a person(s) in a position(s) which is reclassified there will be no job posting.
- J. Approved reclassifications normally are made as of July 1 of each year. When circumstances warrant, a reclassification may be made effective at a date other than July 1 with the approval of the Superintendent/designee.
- K. If there is not a salary freeze then Seventy Five Thousand (\$75,000.) will be budgeted annually to fund annual reclassifications for classified employees. This funding is not subject to negotiations.

A. **PRINCIPLE OF SENIORITY**

1. The principle of seniority shall be recognized and considered for job selection, duty assignments, overtime and Civic Center events and to determine placement for all District employees who have completed their probationary period of employment. Exceptions may be considered in emergency situations. If the District is involved in the selection of the workers for a Non-District funded event, then the principle of seniority should be considered.
2. Employees hired prior to July 1, 1991: Seniority shall be determined as follows:
 - a. Seniority shall be determined by the most recent date of employment within the District in a full-time position as a classified employee. For purposes of this section, full-time shall mean employment under contract of 0.5 or more. Approved leaves of absence, summer breaks, vacations, holidays, or Board declared recess periods do not break continuity of service.
 - b. If ties exist, seniority shall first be determined by the date of approval for hire by the Governing Board.
 - c. Second, any remaining ties shall be resolved by using the date that the employee signed his/her original contract establishing current full-time continuous employment.
 - d. Third, any remaining ties will be resolved by using the date that recommendation for hire as it appears on the original personnel action request (P.A.R.).
 - e. Fourth, any remaining ties will be resolved by using the date of application for employment.
 - f. Choice by lot, to be decided by mutual agreement by the CEA and administration when needed.
3. Employees hired July 1, 1991 or after: Seniority shall be determined as follows:
 - a. Seniority shall be determined by the most recent date of employment within the District in a full-time position as a classified employee. For purposes of this section, full-time shall mean employment under contract of 0.5 or more. Approved leaves of absence, summer breaks, vacations, holidays, or Board declared recess periods do not break continuity of service.
 - b. If ties exist, seniority shall first be determined by using the date that recommendation for hire as it appears on the original personnel action request (PAR).
 - c. Second, any remaining ties will be resolved by using the date of approval for hire by the Governing Board.
4. Third, any remaining ties shall be resolved by using the date that the employee signed his/her original contract establishing current full-time continuous employment.
5. Fourth, any remaining ties will be resolved by using the date of application for employment.
6. Choice by lot, to be decided by mutual agreement by the CEA and administration when needed.

B. **SENIORITY LIST**

1. District-wide seniority lists shall be compiled and updated each year prior to February 1. Seniority lists shall list each employee by current job title in order of District seniority.
2. A copy of the seniority lists will be sent to each Principal, Educational Unit Supervisor, Director, Division Manager, and to the President of the Classified Employees Association.

C. **SECURITY STAFF WORK AREAS/POST ROTATIONS**

1. Stations, work area or designated post for security staff will be established by the lead Campus Safety Supervisor in conjunction with the site administrator in charge of security prior to the start of the new school year.
2. Any site that has two or more security will establish a rotation of no more than one week at a time at any one spot, station, work area or designated post. Shorter durations are acceptable.

3. Such rotations will be based on seniority within the department. Seniority will be in the following order at the time of rotation selection:
 - A. District seniority (if a tie, preference given to site seniority at the site)
 - B. Transfers from another site
 - C. New hires to the District
4. The Campus Safety Supervisor in conjunction with the site administrator in charge of security will present the established posts to the security staff at least one full work day prior to the selection process.
5. The selection process will take place the week prior to the start of school.
6. Based on seniority the employees will select their first desired rotation during this selection process.
7. No changes to the rotation or the areas can be made until after a full rotation of the security staff has been completed.
8. Should a change be required it will trigger the selection process to begin again.
9. In times of absences all employees in the department will be used equally to fill missing positions. No security person shall bear the burden of relief solely.

A. REDUCTION-IN-FORCE

1. Reduction-in-force is defined as follows:
 - a. That situation in which, after all possible reassignments of employees to existing vacancies have been completed, it is necessary for the District to reduce the number of employees.
 - b. That situation in which job title(s) that are related to administrative position(s) are adjusted downward or eliminated due to a reorganization, reassignment or change affecting an administrator(s).
2. Reductions-in-force will be by job title(s) according to seniority within the District as defined in Section 23.
3. Recall and reemployment rights under this section will be in effect for a period of six (6) months after the reduction-in-force. Recall rights will be extended in increments of six (6) months provided the employee contacts the Talent Division, in writing, before the end of each six (6) month period. The six (6) month extensions may be requested, and shall be granted upon request, up to a maximum of three (3) years.
4. Full-time classified 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 and life insurance benefits for the full year (September 30 through August 31).

B. REDUCTION IN FORCE - PRELIMINARY

1. An employee who receives a preliminary notice of RIF may have his/her name placed on the seniority list of any job title that is comparable in general duties and requirements and which is at the same or lower grade or one that he/she has held on a permanent basis as established by their current seniority date (no break in continuity date). To do this the employee must submit one request to the Talent Division within two (2) work days after initial notification of the pending RIF. The request is final.

Otherwise, the employee's seniority will be determined only in the current job title.
2. The employee must meet all qualifications in the job description. Failure to meet all of the qualifications or to provide the information stated above will disqualify the employee from having his/her name placed on the requested job title seniority list.
3. To place your name on an additional job list the employee must submit a written request to the Talent Division within two (2) work days after initial notification of the pending RIF. Otherwise the employee's seniority will be determined only in the current job title. At the time seniority lists are sent to each unit as stated in Section 23-B,2, employees will be notified as to what action is needed and forms provided concerning requesting placement in another job.
4. Should the employee be placed in a lower grade than the one that he/she has held on a permanent basis as established by their current seniority date (no break in continuity date). They will be placed on the salary schedule in accordance with section 29: B.

C. REDUCTION-IN-FORCE - NOTICE OF TERMINATION DUE TO RIF

1. Employees to be terminated due to a reduction-in-force will receive written notice as early as possible (normally by April 15), and a list of personnel to be laid off will be sent to the office of the representative group at the same time.
2. Upon notification of RIF, the affected employee remains officially as a RIF employee until recalled for a maximum time period of three years.
3. If such reduction is to exceed one percent (1%) of the Classified personnel of the District, the representative group will be notified in writing and its authorized representatives will be consulted before the reduction is effected.

D. REASSIGNMENT OF SURPLUS EMPLOYEES BASED UPON SENIORITY

1. Surplus exists when there are more employees in a job title at a given location than are needed.
2. Surplus employees will be reassigned in the current job title.
3. RIF'ed employees who have become surplus due to seniority resulting from having placed his/her name on another seniority list will be surplus and reassigned in that job title.
4. Surplus employees will be reassigned to specific positions that are open and/or made available by the reduction-in-force.
5. Surplus employees shall have their choice of the positions available in order of seniority and must make their selection within two (2) work days.
6. A surplus employee who accepts reassignment to a position different in job title at the same or lower classification, shall remain on the seniority list in his/her former job title from which reassigned and shall retain the right to transfer back to that former job title should a vacancy occur with the fiscal year following the reassignment. Transfer will be based upon seniority and shall include those employees who have been transferred and those former employees who have not been recalled.
7. Any surplus employee who declines reassignment waives all future reassignment rights and will become a reduction-in-force and then will be eligible for recall in accord with paragraph E. or F., if applicable.
8. When a decline of reassignment occurs, the next most senior person on the reassignment and/or recall list shall be contacted and given the same choice of positions as given the person declining reassignment.

E. EMPLOYEES IN SPLIT ASSIGNMENT

1. Employees in a split assignment are those employees who hold more than one job title simultaneously under contract and whose name appears on more than one job title seniority list.
2. When there is more than one employee in a split assignment with the same job titles and same FTE division, the regular RIF and surplus procedures of this section will apply only to those specific positions.
3. When there is no other employee in a split assignment with the same job titles and same FTE division, the regular RIF and surplus procedure of this section will apply only to the job title held longest of those job titles held simultaneously. No RIF or surplus rights are applicable to the other job title(s) held under these circumstances.
4. An employee who was in a split assignment and terminated due to a reduction-in-force and awaiting recall, will have recall rights under the regular RIF procedure, only to the job title held the longest of those job titles held simultaneously.

F. RECALL TO SAME JOB TITLE

1. An employee terminated due to the reduction-in-force, whose name does not appear on another job title seniority list in accord with Section 23 shall have a preferred right of recall to that single job title in the order of seniority in accord with Section 23.
2. An employee who was a surplus employee and has become a RIF in accord with paragraph D.7., will not be contacted for recall to that job title until a position(s) other than the originally offered position(s) becomes available.
3. Declining recall to that single job title waives all future recall rights.

G. RECALL TO DIFFERENT JOB TITLE

1. An employee terminated due to a reduction-in-force and awaiting recall, who (1) has held other positions on a permanent basis, and (2) has had his/her name placed on seniority lists in other job titles in accord with

2. Paragraphs D and H, shall have a preferred right of recall in those job titles along with all others in those job titles in the order of seniority in accord with Section 23.
3. An employee who has his/her name on more than one job title seniority list will be contacted for recall whenever a vacancy occurs in any one of the job titles.
4. Declining recall to any job title on which the employee's name appears on the seniority list waives all future recall rights to the specific job title.
5. A RIFed employee who accepts a recall to a position different in job title at the same or lower classification, shall remain on the seniority list in his/her former job title from which RIFed and shall retain the right to transfer back to that former job title and salary schedule as on at the time of RIF should a vacancy occur within the fiscal year following the RIF. Transfer will be based upon seniority and shall include those employees who have been recalled and those former employees who have not been recalled.

H. QUALIFIED FOR POSITION

1. Meets qualifications as identified in job description.
2. An employee terminated due to a reduction-in-force who has held other positions on a permanent basis and has had his/her name placed on seniority lists shall have a preferred right of recall in those job titles in the order of seniority.
3. To be eligible for recall to a position at a higher level, the employee must have held the position within the past three (3) years.

I. NOTIFICATION OF RECALL

1. Employees awaiting recall must leave with the Talent Division a telephone number and address where they may be reached. If contact by telephone cannot be made within two (2) work days, a certified letter will be sent indicating the employee must contact the Talent Division within five (5) days of the date of delivery/attempted delivery of the certified letter by postal service. If there is no response, that employee will remain on recall status, but will be bypassed on the seniority list and the next senior employee will be contacted.
2. This bypassed employee remains the most senior on the list and is the first contacted at the next opening.

J. FILLING OF POSITIONS

1. No new personnel shall be employed on a permanent basis to any job title for which there are employees awaiting recall.

K. ADVERTISING OF POSITIONS

1. Positions for which there are employees awaiting recall will not be advertised.
2. Current permanent employees who are selected for a position which has been advertised on a conditional status will continue as permanent employees. Non-District persons selected for a position which has been advertised on a conditional status will be in a conditional employment status.
3. Reduction-in-force employees awaiting recall who are not covered by Paragraph D or E of this section, and are qualified for the advertised position will be given preference over a Non-District applicant.

L. APPLICATION FOR POSITION(S)

1. An employee terminated due to the reduction-in-force may apply for any advertised position for which they are qualified.
2. An employee who has received a reduction in force notice will be eligible to apply for any position they are qualified for regardless of how long they have been an employee. This is an exception to Section 2, Paragraph C, all other criteria discussed in Sections 24 and 2 apply.

M. *RECALL RIGHTS FOR REDUCTION-IN-FORCE EMPLOYEES*

1. Upon recall, all rights related to salary and fringe benefits shall be restored. Seniority shall accrue while awaiting recall.
2. Once an employee has been recalled, no further recall consideration will be given and the employee's name will be removed from all job title recall lists, except that the employee shall retain the rights in G.4.

A. SITE/DEPARTMENT VACANCY

1. A site/department vacancy within the same job title as to area, territory, work station, or work shifts at individual sites and/or departments will be filled by the principal/site administrator or designee in the following order:
 - a. First, the opportunity to be considered will be given to eligible employees already assigned to that site, based on seniority (see Section 23).
 - b. Second, the opportunity will be given to eligible District employees transferring to that site.
 - c. Last opportunity will be given to applicants for employment.

B. VOLUNTARY TRANSFER PROCEDURE

1. Voluntary Transfer - Transfer request by employee to move from one location to a different location while retaining the same job title.
 - a. Eligibility requirements for voluntary transfer:
 - i. Must have been employed in the District a minimum of twelve (12) months immediately preceding the date in which the transfer request is submitted.
 - a) Must have been in the job title under employment contract a minimum of twelve (12) months immediately preceding the date in which the transfer request is submitted.
 - b) Must not have been voluntarily transferred during the twelve (12) months immediately preceding the date in which the transfer would be effective.
 - c) Must not be in remediation status during the twelve (12) month period preceding the date the transfer request is submitted.
 - d) Voluntary transfers will not be permitted for any employee who has been disciplined within the last three (3) years for matters regarding inappropriate conduct involving students. (See Section VI, Progressive Discipline, of the Employee Conduct/Discipline Handbook and Glossary of Terms page ii, Classified Employees Association Support Staff Professional Agreement)
 - e)
 - b. General Procedures for Transfer
 - i. Employee(s) requesting transfer may be delivered either via email or inner school mail to the Talent Division, at which time the form will be date stamped and a copy will be sent to employee.
 - a) The Transfer Request Form must show employee location preference(s) and is limited to three locations.
 - b) Request for transfer must be submitted in writing via email or inner school mail, by March 30 of each year to be applicable for the following school year – July 1 through June 30. There is no carry-over of request from year to year.
 - c) Surplus employees will be reassigned prior to current transfer list. Reduction-in-force employees awaiting recall will be recalled after anyone on the current year's (July 1 – June 30) transfer list is transferred.
 - d) Positions filled through transfer will not be advertised.
 - e) Current year (July 1 – June 30) vacancies shall be offered to employees on the transfer list prior to being posted to the general public. If not filled by transfer, the position shall be advertised to the general public for ten (10) work days.
 - c. Procedures for Site:
 - i. The site which creates the vacancy will send the Personnel Action Request (PAR) to the Talent Division.
 - d. If there is a Special Need for the Site:

- i. A Bona Fide Business Interest Form stating justification of the special needs will be submitted with the PAR to the Talent Division, i.e. language and/or gender.
 - ii. The Talent Division will verify "Special Need for the Site". If Special Need for the Site is granted, the CEA President and applicant(s) for transfer will be notified in writing of the "Special Need for the Site" by the Talent Division.
 - iii. If the Special Need for the Site is granted by the Talent Division and transfer applicants do not meet that need, the position will be open for advertisement and anyone may apply.
 - e. If No Special Need for the Site Exists:
 - i. The Talent Division will send a list of all transfer applicants for that job title to the site.
 - ii. Site will set up appointments to interview all transfer applicants on the list; noting any comments (i.e., declines) on the list.
 - iii. When a person declines a transfer his/her name will be removed from that site transfer list. Site will notify the Talent Division.
 - iv. Request(s) for transfer may be withdrawn, by submitting a written request to the Talent Division, at any time prior to being contacted for interview.
- f. Site Creates an Interviewing Committee
 - i. Lead CEA representative or designee as appointed by the CEA President will be an observer at all transfer interviews and verify that scoring is accurate. The CEA representative and administrator will sign off on paperwork indicating that procedures were/or were not followed.
 - ii. The current interviewing procedure will be followed.
 - iii. Question Rating Sheet will be used – and questions will solicit skills and knowledge based on the job description.
 - iv. Expectations for working conditions and hours of work will be discussed with all applicants.
 - v. Criteria for seniority factor rating will be determined by official hire date as shown on personnel records on file.

a)	5 points	=	16 years in District or more
b)	4 points	=	12-15 years in District
c)	3 points	=	8-11 years in District
d)	2 points	=	4-7 years in District
e)	1 point	=	1-3 years in District
 - vi. Applicants must have a score of 75% or more with the highest score getting the job.
 - vii. If all transfer applicants' scores fall below the 75% then the site can declare "does not meet needs of campus."
 - viii. Site will then notify the Talent Division and CEA President.
 - ix. Site will reasonably attempt to notify transfer applicants by phone that they were not selected and follow up with a letter in writing to all applicants.
 - a) The Talent Division will then advertise the position. Position will be open to all applicants including those that were on the transfer list if they desire to apply.
 - x. All back-up/scoring paperwork will be sent to the Talent Division immediately following interview/selection.
 - xi. Site will reasonably attempt to notify by phone all applicants not selected and the selected applicant and follow up with a letter in writing to all applicants.

C. INVOLUNTARY TRANSFER

- 1. All involuntary transfers shall be in accord with Governing Board Policy GDJ which reads as follows:

- a. "Authority is vested in the Superintendent to recommend to the Governing Board the assignment, transfer, promotion, demotion, or termination of any employee in order to accomplish the mission, goals, and objectives of the District."

D. ASSIGNMENT AND REASSIGNMENT

1. Assignments and reassignments as to area, territory, workstation, or work shifts at the various schools, or other locations, will be made by the immediate supervisor. When a particular assignment in a given job classification as to area, territory, workstation or work shift becomes vacant, an assignment will be made by the immediate supervisor in the following order of preference, if the employee is otherwise qualified for the assignment:
 - a. First preference will be given to employees already assigned to that site, based on seniority (see Section 23).
 - b. Second preference will be given to District employees transferring to that site during that contract year.

Last preference will be given to applicants for employment

- A. No classified employee(s) shall fill in for any position/assignment for which the District requires certification, unless under the following conditions.
 - 1. A classified employee with Arizona substitute certification may provide class coverage not to exceed three (3) hours a week and no more than one (1) period per day.
 - 2. Any classified employee substituting for a teacher who is on an approved absence must have the approval of the immediate administrative supervisor before accepting the assignment.
 - 3. Coverage may not result in an employee exceeding the (forty) 40-hour workweek.
 - 4. If the classified employee (instructional assistant) is assigned to a teacher the administrative supervisor must consult with the teacher prior to the instructional assistant being removed for coverage.
- B. Rate of pay for classified employee providing class coverage will be same as certified employees (\$25.00 per period, normally 55 minutes).

A. CLASSIFIED TO CERTIFIED POSITION

1. Effective January 1, 2000, a classified employee who moves to a certified position shall move to the position in accordance with the following conditions:
 - a. Prior service credit will be granted on the basis of one step on the salary schedule for each three (3) full-time, full-years of continuous service in the District. The initial placement shall not be in conflict with the "Teachers Salary Initial Placement (Paragraph F Proc 5-2 or 5-3) in the Professional Agreement."
2. Upon acceptance of a position as a certified employee s/he will receive a certified seniority date as outlined in the professional agreement. S/he will retain his/her original hire date as a classified employee in the District. Therefore, seniority will be established in each classification and not carried from one classification to another.
3. Upon movement from one employee group to another, accrued vacation exceeds the limit established in the Professional Agreement for her/his current position shall be paid in full to the employee.
4. Longevity stays on classified record, doesn't move with the employee when movement to new group.
5. Accrued leave days will move with the employee.

B. CLASSIFIED TO CLASSIFIED ADMINISTRATIVE POSITION

1. Effective January 1, 2000, a classified employee who moves to an administrative position shall move to the position in accordance with the following conditions:
2. Upon movement from one employee group to another, accrued vacation exceeds the limit established in the Professional Agreement for his/her current position shall be paid in full to the employee.
3. Upon acceptance of a position as a Classified Administrator the employee will receive an administrative seniority date as outlined in the Administrators Agreement. He/she will retain his/her original hire date as a classified employee in the District. Therefore, seniority dates will be established in each classification and not carried from one classification to another.
4. Longevity stays on classified record, doesn't move with the employee when movement to new group.
5. Accrued leave days will move with the employee.

C. INVOLUNTARY RETURN OF CERTIFIED/CLASSIFIED ADMINISTRATIVE TO CLASSIFIED

1. (Applies to all employees past and present) A certified/classified administrative employee who has held a permanent classified position in the District immediately prior to moving to the certified/classified administrative position (with no break in service) may place his/her name on any job title(s) that he/she has held in the District on a permanent basis as a classified employee should they be involuntarily returned to a classified position. The employee must submit a request to the Talent Division within three (3) workdays after initial notification to determine their current seniority in the District.
2. PR 14. Appropriate verification by the Talent Division will determine if those qualifications have been met. Failure to meet all of the qualifications or to provide the information stated above would disqualify the employee from having his/her name placed on the requested seniority job title list.
3. An employee is subject to all regulations outlined in the Professional Agreement for his/her current position.

TRANSFER TO ACTING STATUS IN A HIGHER CLASSIFICATION

SECTION 28

A. ***PERMANENT EMPLOYEES TRANSFERRED TO ACTING STATUS***

1. This section does not apply to an employee temporarily replacing another employee on vacation or to temporary employees.
2. This section is applicable only to permanent employees who are replacing on an interim basis an employee in an existing staff-allocated position at a higher classification, which is vacant due to illness of incumbent, leave of absence, or due to resignation or termination of employee who held the position. If the position is vacant due to resignation or termination of an employee, the interim employee shall remain for a period no longer than thirty (30) consecutive workdays.
3. New positions may be filled on an interim basis for a maximum of thirty (30) consecutive workdays.
4. For critical needs positions only: Qualified probationary employees may fill vacant critical needs positions. The interim employee shall remain for a period no longer than thirty (30) consecutive workdays.

B. ***PAY FOR ACTING STATUS***

1. Permanent employees who are transferred to an acting status in a higher classification, after five consecutive work days retroactive to the starting date of the acting assignment, will be paid per promotion placement as defined in Section 30.
2. The hourly rate of the classification of the assumed position.
3. In no event shall an employee in a position on a given grade be granted a salary that exceeds the top step of that grade (exclusive of Professional Growth).

C. ***APPOINTMENT/SELECTION TO ACTING STATUS***

1. In the absence of a permanent employee for an interim period of time, a member of the current staff of that school or department (if at the CES or DSF) may be appointed to acting status immediately by the appropriate administrator or supervisor.
 - a. Assignment to acting status will be made on the employee's experience, training, and knowledge in relation to the requirements of the position.
 - b. Employees appointed to an acting status will not be placed in the position permanently once said position opens unless selected through the interview process after the position had been advertised.
2. If a member of the current staff is not appointed to an acting status and if it is estimated that the position is going to be open for thirty (30) workdays or longer and is going to be filled, the interim opening will be advertised.
 - a. Employees interested in the position, which will be an assignment for an interim period of time, must make application for the position within five (5) days.
 - b. Selection will be made from the applicants. Preference will be given to District applicants; however, the District reserves the right to select the person for the position whether the person is an employee of the District or not.
 - c. If the position has been advertised, applicants will be notified by memorandum to be posted on the bulletin board(s) when the interim assignment has been made. The memorandum will indicate the name of the person who was selected to fill the opening for the interim period.

D. RETURN TO PERMANENT ASSIGNMENT

1. Upon completion of the interim assignment, the employee can be awarded the position on a permanent status if the following was completed.
2. The employee was awarded the position in an acting status after the position was posted and applicant(s) were interviewed and selection was made.
3. The employee was evaluated in the position within the last 90 days and their performance “met standards” or higher.
4. If the employee does not meet standards they will return to his/her former classification and rate of pay. The employee returning to his/her former classification shall have included in his/her permanent personnel file a record of the employee’s service in the higher classification, which shall include but not be limited to:
 5. Length of service in higher classification.
 6. Identification of immediate supervisor in higher classification.
 7. Job title of higher classification.
8. This information will be sent to the Talent Division by the supervisor of the employee.

PERMANENT TRANSFER TO LOWER CLASSIFICATION

SECTION 29

A. ***VOLUNTARY TRANSFER TO LOWER CLASSIFICATION***

1. An employee who voluntarily transfers to a lower classification will be placed on the same step of the lower classification as the employee held on the higher classification but in no case will make more than the maximum of the new position.

B. ***INVOLUNTARY TRANSFER TO LOWER CLASSIFICATION***

1. An employee whose position is eliminated and who is transferred involuntarily to a position of lower classification will be placed on the step of the lower classification which is closest to the rate of pay the employee was on at the higher classification.

C. ***DEMOTION TO LOWER CLASSIFICATION***

1. An employee who is demoted to a lower classification will be placed on the same step of the lower classification as the employee held on the higher classification.

D. ***TEMPORARY TRANSFER TO A LOWER CLASSIFICATION***

1. An employee who is temporarily transferred from a higher classification to a lower classification shall continue to receive his/her regular rate of pay at the higher classification during such temporary assignment period.

- A. An employee who is promoted to a higher classification shall move to the higher classification in accordance with the following. An employee who is promoted to a higher classification shall:
1. Be placed on the Support Professionals Salary Schedule
 2. Receive the greater of the minimum of the new grade or:
 - a. One grade promotion same step
 - b. Two grade promotion same step
 - c. Three grade promotion same step
 - d. Four grade promotion same step
 3. Any grade increase beyond four (4) will result in one (1) step reduction per grade increase.
 4. Step placement on a higher grade may not result in step placement which is lower than the maximum step placement would have been if the person were a new hire. (not lower than Step D)
 5. If a salary increment is due to the employee at the time of transfer, it shall be credited prior to the movement to the higher classification.
 6. In no event shall an employee in a position on a given grade be granted a salary that exceeds the top step of that grade (exclusive of professional growth).
- B. Whenever promotions are made to higher classifications, selection will be made on first, the employee's experience, training, and knowledge in relation to the position requirement; and, second, on the employee's seniority. The District reserves the right to select the best person for the position, regardless of whether or not this person is an employee of the District.

A. **PURPOSE**

The purpose of the Campus Committee is to discuss and research matters of mutual concern at the campus level. This committee is to be in no way a substitute for the grievance procedure or the appeal process.

B. **REGULATION ON MEMBERSHIP**

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 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.

C. **CEA ALTERNATES**

CEA Alternate(s) may attend campus committee meetings if one or both of the members are unable to attend.

D. **THE PRINCIPAL**

The Principal, serving in Ex-Officio capacity, may attend meetings of the campus committee.

E. **CLASSIFIED MEMBERS**

Classified members of the committee shall be given release from the general duties during the period when campus committee normally meets.

F. **ESSENTIAL DUTIES/JOB DESCRIPTION**

The campus committee cannot change essential duties/job descriptions of any classified employee.

G. **SMALL SCHOOLS**

New language proposed by IBN Small Schools' Subcommittee for Campus Committee

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

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

New language proposed by IBN Small Schools' Subcommittee for Instructional Leaders (ILs)

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

H. SCHOOL IMPROVEMENT TEAMS**1. PURPOSE**

The purpose of School Improvement Team is to improve the school by providing staff and school community meaningful participation in the development and communication of the campus level continuous improvement plans.

2. MEMBERSHIP

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

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

3. RECOMMENDATIONS

Recommendations from the School Improvement Team shall be communicated to Campus committee prior to implementation.

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

A. **PURPOSE**

1. The purpose of this grievance policy is to obtain, at the nearest administrative level, equitable solutions to the problems, which may from time to time arise.

B. **DEFINITION**

1. A grievance is defined as a complaint by the Association, or by one or more employees, that there has been a violation, a misinterpretation, or inequitable application of a specific section(s) of the Classified Employees Association Professional Agreement.
2. Grievant shall mean an employee or group of employees or the Association filing a grievance.
3. "Party of interest" is an employee who might be required to take action or against whom action might be taken in order to resolve the grievance.

C. **TIME LIMITS**

1. Any employee shall have the right, anytime within thirty (30) workdays after the occurrence of the act or condition upon which the grievance is based, to present the grievance to the District at the appropriate level. Any grievance not so presented shall not be recognized by the Executive Board of the representative group (the Classified Employees Association).
2. Because 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 any level, the time limits are not met by the administration, the grievance will automatically move to the next level, unless the specified time limits are extended by mutual agreement.
3. If a grievance is filed which might not be resolved at Level 3 within the prescribed time limits prior to the end of the employee's work year, and which if left unresolved until the beginning of the following work year, could result in irreparable harm to a party or parties of interest, the specified time limits shall be reduced so that the grievance procedure may be concluded prior to the end of the work year.
4. Failure by the aggrieved person at any level to appeal a grievance to the next level within the specified time limits shall be deemed to have accepted the decision rendered at that level.

D. **RIGHT TO REPRESENTATION**

1. Any party of interest may be represented at any level of the grievance procedure by a person, or persons, of his/her own choosing. When the aggrieved person(s) is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.
2. At any level in the grievance procedure, the aggrieved person may:
 - a. Present and discuss the alleged grievance personally or
 - b. Request a representative to accompany him/her and request that the representative act on the employee's behalf

E. **REPRISALS PROHIBITED**

1. Reprisals shall not be taken against any employee, any party of interest, any representative, or any other participant in the grievance procedure for reason of such participation.
2. No employee who is a participant in any hearing or proceeding at any level of the grievance procedure shall lose any pay as a result of such participation.

F. **GENERAL PROVISIONS**

1. Nothing in these policies will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted, providing the adjustment is consistent with this Professional Agreement and District policies

2. A grievance may be withdrawn at any step without prejudice or record and cannot be reopened.
3. The CEA may submit any grievance that involves a group of employees. If it is limited in effect to one unit or division, the grievance shall be submitted to the appropriate level 1 administrator/supervisor. Any grievance submitted by the CEA which involves a group of employees shall be signed by each grievant.
4. If a grievance affects a group of employees from more than one unit, the representative group may submit such grievance, in writing, directly to Level 2, and the processing of such grievance may commence at Level 2. The representative group may process such a grievance even though the aggrieved persons do not wish to do so.
5. The Board and the Administration agree to make available to the aggrieved person and his/her representatives, all information relevant to the issues raised by the grievance that is in the Board's or Administration's possession or control and is not privileged under law.
6. All written and printed matter dealing with the processing of a grievance will be filed in the Talent Division separately from the central personnel files of the participants.
7. All sessions held in connection with the processing of grievances, including arbitration, shall be closed sessions and no releases shall be made concerning the progress of the hearing.

G. GRIEVANCE PROCEDURE

Any grievance presented to the District shall be handled in accordance with the following procedure(s) using, whenever appropriate, the problem solving process:

1. Informal Procedure
 - a. If an employee feels that s/he has a grievance, s/he will first make an effort to resolve the problem informally by discussing the matter with his/her immediate administrative supervisor. The employee may (1) discuss the alleged grievance personally or (2) request a representative to accompany him/ her and to act on his/her behalf. (See paragraph C above.) The immediate administrative supervisor shall attempt to adjust the grievance and shall respond verbally within forty-eight (48) hours of the discussion.
2. Formal Procedure

H. LEVEL 1 – APPROPRIATE SUPERVISOR

1. If the grievance is not satisfactorily settled at the informal procedure, the employee and/or his/her representative shall within five (5) workdays after the verbal decision has been rendered file a grievance formally, in writing, using the appropriate forms, with the appropriate administrative supervisor, unit administrator, or department or division head.
2. The aggrieved person or the appropriate administrative supervisor may request a conference prior to the rendering of the decision. A meeting shall then be held within three (3) workdays after receipt of the grievance, at a mutually agreeable time, by the appropriate supervisor, the employee, and his/her representative.
3. Within five (5) workdays after receipt of the grievance or after the conference, the appropriate administrative supervisor will render a written decision to the aggrieved person with a copy to the representative group.

I. LEVEL 2 – APPEAL TO THE SUPERINTENDENT

1. Within five (5) workdays after receipt of the response from the Administrator/Supervisor hearing the grievance, the employee, with the approval of the representative group, may appeal, in writing, to the Superintendent.
2. Within ten (10) workdays of receipt of the appeal, the Superintendent (or designee) will meet with the aggrieved person, his/her representative, and the appropriate Administrative Supervisor involved at Level

3. 1. Arguments and documentation by all parties shall be presented in writing to all parties at the Level 2 hearing.
4. The Superintendent (or designee) shall render a decision, in writing, within ten (10) workdays following the hearing. This decision will be sent to the aggrieved person, the representative group, and the appropriate administrative supervisor involved. If the Superintendent chooses not to act within ten (10) workdays, the grievance shall be considered adjudicated in favor of the aggrieved person.

J. LEVEL 3 – IMPARTIAL ADVISOR ARBITRATION

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 2, s/he may, within five (5) work days after receipt of the Superintendent's (or designee's) decision, request in writing, to the appropriate representative of the representative group that the grievance be submitted to arbitration.
2. The representative group 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 2 is not acceptable, it shall, within ten (10) work days after receipt of the request, submit the grievance to arbitration by so notifying, in writing, the President of the Board and the Superintendent.
3. The Superintendent (or designee) and the President of the representative group (or designee) shall, within five (5) work days after the written noticed is received, select jointly an arbitrator who is an experienced and impartial person of recognized competence.
4. If the parties are unable to agree upon an arbitrator within five (5) work days, the Superintendent (or designee) shall agree to call upon either the American Arbitration Association or the Federal Mediation and Conciliation Service for assistance.
5. The arbitrator shall confer promptly with representatives of the Board and the representative group shall review the record of prior meetings and shall hold such further hearings, as s/he deems necessary.
6. The arbitrator will have authority to hold hearings and make procedural rules. The recommendations will be issued within a reasonable time after the date and 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.
7. The arbitrator's recommendations shall be submitted, in writing, as soon as possible to the Board, with a copy to the representative group 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.
8. The Board shall take official action on the report of the arbitrator within fifteen (15) workdays after its receipt and shall render its decision in writing to all parties concerned.
9. All costs for the services of the arbitrator shall be shared equally by the Board and the representative group.
10. Arbitration Decisions
 - a. The arbitrator's opinion shall be confined exclusively to the interpretation of the explicit provision or provisions of this Professional Agreement in the dispute between the association, the District and the employee(s) and shall go no further than to decide upon the issues presented in the underlying grievance. The arbitrator shall have no authority to add or detract from, alter, amend or modify any provisions of this Professional Agreement nor to impose on any party thereto a limitation not explicitly provided for in this Professional Agreement. Further, any arbitration decision rendered under this Professional Agreement shall be confined to the grievance before the arbitrator and shall not, unless the parties otherwise agree, be applicable to any other employee(s) or grievance(s).
 - b. In the event that it becomes necessary for the parties to negotiate the resolution of a grievance, or the implementation of an arbitration decision, such a resolution or agreement shall be in writing

and shall be for the purpose of settling or resolving an instant grievance or arbitration dispute and shall not be precedent setting under the Professional Agreement.

- c. Arbitration decisions are final and shall not provide nor permit for any further appeal, grievance or recourse by or for any grievant(s), employee(s), or party(ies) of interest who have been or who may be affected by the implementation of the resolution of issue.

A. *WHAT IS ELIGIBLE FOR APPEAL*

1. A disagreement with a decision made by an administrator, by one employee or a group of employees (other than a grievance) may be resolved by the use of this appeal procedure by that employee or group of employees. 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.

B. *OTHER AVENUES OF APPEAL*

1. A separate appeal process is identified in this Classified Professional Agreement for Professional Growth Committee decisions. In all other appeals, this appeal process is applicable.
2. The District and the CEA agree to use the problem solving process as the first step in resolving any issues that would result in a grievance prior to the formal procedure.

C. *INFORMAL CONFERENCE REQUIRED*

1. An informal conference must first be held between the primary parties of interest to attempt to resolve the problem. A written communication shall be prepared identifying the results of this conference. Classified employees may request Association representation.

D. *GUIDELINES FOR FORMAL APPEAL PROCEDURE*

1. Appeals must be submitted in writing on appropriate forms. Forms for submitting appeals shall be jointly prepared by the District and Association. The forms shall be supplied by the Employee Relations Office and shall be available in the supervisor's office.
2. The employee(s) may request Association representation be present.
3. Copies of all written appeals and decisions will be submitted to the Superintendent, the CEA President, and the Association representative, if any.

E. *STEPS IN FORMAL APPEAL PROCEDURE*

1. The first step is addressed to the Principal, Unit Head, Director, or Division Manager to whom the classified person is responsible. This appeal must be made in writing 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. A written decision should be made within five (5) days of the submission of the written appeal.
2. If the person(s) making the appeal is/are not satisfied with the decision at Step 1, s/he/they may, with the approval of the representative group, within five (5) days after the decision is received, file an appeal with the Superintendent or 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 five (5) days following the conference.
3. 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, request in writing to the representative group that it request a hearing before the Governing Board. The Board, after reviewing the case, shall within fifteen (15) days decide whether or not a hearing shall be held. The 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.

F. *REPRISALS PROHIBITED*

Reprisals shall not be taken against any employee or any other participant in the appeal procedure by reason of such participation.

- A. Disciplinary action shall not be taken against any employee without just cause established through due process.
- B. Disciplinary action shall be administered in a progressive and constructive manner in an effort to counsel and fully advise employees of deficiencies and afford them an opportunity to demonstrate improvement in performance.
- C. The nature and frequency of the offense will determine the appropriate disciplinary action.
- D. Actions, which jeopardize the health, safety, and welfare of students or employees or outrage public opinion, may result in more severe disciplinary action to include immediate removal from the employee's assignment pending further Governing Board action.
- E. Disciplinary action regarding employee conduct shall be in accord with the provisions and procedures contained in the Employee Conduct/Discipline Handbook.
- F. When derogatory material is to be placed in the employee's personnel file, the employee shall acknowledge that s/he has read such material by his/her signature. The signature does not necessarily indicate agreement with the content of the material. If s/he refuses to sign, the supervisor *will* so note in the presence of the Unit CEA representative, or employee's designee, sign and date the Employee Relations Office copy and forward it to the Employee Relations Office.

- A. All Classified employees may be considered for certain supervisory work related to student activities, as allowed by State Statutes, required for activities (e.g., outside of regular hours fieldtrips, announcing sporting events, ticket taking, score keeping), supported by admission fees or activities provided out of student funds or tax donation credits. Current campus employees, then District employees will be given preference to work these activities. The current rate of pay for these activities is \$12.50 per hour, paid to the nearest quarter hour for the supervisory service not to exceed 6 hours within a calendar day period.
- B. A minimum of one hour will be paid for show up time for canceled night athletic contests.
- C. Student activity work shall be available to all classified who have signed up to work student activities. Employees must sign up by the end of the third week of each semester. (The sign-up sheet will be maintained in the activity office.)
- D. Assignments to student activities shall be by seniority on a rotation basis. A person declining an assignment will be rotated as though they worked the assignment.
- E. Employees whose work in a student activity assignment is unsatisfactory will be advised and their name will be removed from the list for the balance of that semester. If unsatisfactory performance in a student activities assignment should occur a second time the employee will no longer be eligible for any student activities assignments for the balance of that school year.

A. **SSSS LONGEVITY**

1. Employees achieving fifteen (15) years of service credit or more will receive a longevity increment of \$1000. Employees achieving twenty (20) years of service credit will receive a second longevity increment of \$1000. Employees achieving twenty-five (25) years of service credit or more will receive a third longevity increment of \$1000.
2. A current employee who was on the SSSS on or above step 7 moved to the MBSS on July 1, 2004. This movement included any longevity included in the employee's contracts.

B. **MBSS LONGEVITY**

1. MBSS longevity is based on the midpoint of the MBSS range, the years of service, and the contract hours.
2. The years of service are used to determine a multiplier as follows:

<i>Years of service</i>	<i>0 – 5</i>	<i>6 – 9</i>	<i>10 – 14</i>	<i>15 – 19</i>	<i>20 – 24</i>	<i>25+</i>
<i>Multiplier</i>	0%	2%	2.5%	3%	3.5%	4%

3. It is calculated by multiplying the following:

MBSS Midpoint X Multiplier X Contract Hours

- C. An employee who was receiving SSSS longevity in 2003-2004 shall keep the SSSS longevity amount until s/he is eligible for the next SSSS increment of longevity. The SSSS longevity shall be replaced with the MBSS longevity providing the MBSS longevity is equal to or greater than the SSSS longevity.
- D. An employee who was not receiving SSSS longevity in 2003-2004 shall receive MBSS longevity and shall not be eligible for SSSS longevity.

A. **PROFESSIONAL GROWTH PROGRAM**

1. Purpose: To Enhance The Effectiveness of Employees
 - a. All academic courses and/or equivalent services taken for credit under this program must be directly related to the employee's area of responsibility, or enhance their effectiveness as an employee, except as otherwise provided.
 - b. Equivalent credit or course work that enhances their effectiveness needs to be preapproved.

B. **COMMITTEE**

1. The Professional Growth Committee is a joint committee. It will be composed of three members from each of the following representative groups (CEA & AdA) and one ex-officio member.
2. Membership will be appointed for a three-year term, with staggered terms so that one-third of the committee will be appointed or re-appointed each year.
3. The Professional Growth Committee shall approve/disapprove requests for credit; budget; in-service programs; staff development programs; summer workshops; extended leaves of absences for educational purposes; serve as an appeal board on credit approval.
4. The members of the classified professional growth committee will serve as a planning committee for staff development, functioning in an advisory capacity to the administrator responsible for staff development.
5. The committee responsibilities are:
 - a. To provide input on classified needs relating to staff development;
 - b. To plan and recommend activities for staff development;
 - c. To serve as a clearinghouse for District classified staff development activities;
 - d. To make recommendations for the expenditure of District classified Professional Growth monies.

C. **PROFESSIONAL GROWTH SALARY INCREMENTS**

1. One additional professional growth increment the salary schedule shall constitute a salary increase. A professional growth salary increment may be obtained in the following ways:
 - a. One increment in the amount of six percent (6%) shall be granted for completion of 15 semester hours, one increment for the completion of 30 semester hours, and one increment for completion of 45 semester hours.
 - b. A fourth professional growth increment in the amount of three percent (3%) shall be granted for completion of fifteen (15) academic hours beyond the third professional growth increment. The hours must be completed after employment with the District.
 - c. A fifth professional growth increment in the amount of three percent (3%) shall be granted for completion of fifteen (15) academic hours beyond the fourth professional growth increment. The hours must be completed after employment with the District.

D. **CREDIT INFORMATION**

1. Academic/equivalent credit shall not be granted for study done prior to July 1, 1971, or prior to an employee's permanent date of employment with the District, as provided in the seniority list.
2. Employees may earn a maximum of nine (9) credit hours per semester during the school year. If more credit hours are requested, prior approval must be received from the supervisor and the Professional Growth Committee in order to receive professional growth credit for that semester.

3. Equivalent credit is credit granted in lieu of academic credit. Equivalent credit may be accepted up to and including six (6) semester hours in each 15-hour increment. Equivalent credit shall not be granted for equivalent service done before July 1, 1971, or prior to an employee's date of employment with the District.
4. No professional growth credit will be given when any kind of District reimbursement is granted other than payment of registration fees/tuition.
5. It is recommended that each employee seek prior approval before commencing any activity for credit to ensure that activity meets all guidelines. This prior approval means tentative approval of the activity, but not necessarily approval of the total hours requested. Credit and/or hours of participation must be verified after completion of the activity.
6. No academic or equivalent credit is granted for an activity which takes place during the normal scheduled workday when a person is released from his/her assigned responsibilities, and paid by the District. No employee may receive both monetary compensation and credit for the same activity.
7. Courses taken as a requirement in a District training program or courses taken and applied toward meeting requirements in a District training program are not eligible for professional growth salary credit.
8. No credit will be given for repeated academic courses. No credit will be given for a lower level course after credit has been granted for an upper level course.

E. **ACADEMIC CREDIT**

1. Academic credit is computed at 15 clock hours = one academic credit, and shall be granted for the following:
2. Academic credit at accredited institutions is acceptable.
3. Verification of Academic Credit.
 - a. An academic approval form plus an official transcript and/or grade card(s) from an accredited college or university or a District Certificate of Completion must be submitted to the Professional Growth Office prior to review of credits for a salary increment.
4. Associate Degree, Bachelor Degree, and Master's Degree. One increment shall be granted for obtaining an Associate Degree, a second increment shall be granted for obtaining a Bachelor's Degree (BA), and a third increment shall be granted for obtaining a Master's Degree (MA).
5. A fourth professional growth increment in the amount of three percent (3%) shall be granted for completion of fifteen (15) academic hours beyond the third professional growth increment. A fifth professional growth increment in the amount of three percent (3%) shall be granted for completion of fifteen (15) academic hours beyond the fourth professional growth increment.
6. Study completed at the request of the officials, Executive Director/ Designee of the District.
7. Courses completed at an accredited college or recognized institution of higher learning or District approved which are directly related to the participant's current responsibility or enhances his/her effectiveness as an employee.

<ol style="list-style-type: none"> a. Administrative Justice b. Administrative /Management c. Chemical Awareness Courses d. College of Education Courses e. Computer Technology f. Counseling g. Curriculum and Instruction 	<ol style="list-style-type: none"> n. History o. Humanities* p. Industrial Education q. Keyboarding r. Math* s. Reading* t. Science*
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|--|--|
| h. Discipline Courses | u. Sign Language |
| i. Dropout Prevention Courses | v. Social Studies* |
| j. English * | w. Sociology |
| k. Exceptional Students | x. Stress Management |
| l. First Aid and/or Emergency Medical Technician Courses | y. Supervision and Leadership |
| m. Foreign Language | z. District approved Professional Growth |

* Additional course offerings lists can be obtained from the Talent Division as several courses are incorporated within these major course titles

8. No credit will be given for repeated academic courses. No credit will be given for a lower level course after credit has been granted for an upper level course.
9. Credit will also be granted for the following.
 - a. Courses not listed in the generally accepted categories (Section 24.B.5) above when the employee submits a program of study for a degree program for professional growth committee approval. This program of study must be submitted prior to the employee applying for credit.
 - b. Independent study approved by the Professional Growth Committee.
 - c. Attendance at conferences, institutes, seminars, clinics, etc., after a written proposal has been approved by the Professional Growth Committee.
 - d. Staff Development. Staff development hours are considered academic credit and are computed at 15 clock hours = one academic credit.

F. **EQUIVALENT CREDIT**

1. All equivalent credit is recommended to have prior approval.
2. Applying for equivalent credit
 - a. Verification of equivalent credit requests shall be submitted through the appropriate administrative supervisor to the Professional Growth Committee for final approval.
 - b. In the event that the Professional Growth Committee disapproves a verification request, the rationale for disapproval shall be transmitted to the employee.
 - c. If the employee submits a request in writing for reconsideration of a disapproved verification of equivalent credit, a hearing shall be granted by the Professional Growth Committee at which the request shall be considered.
3. Equivalent credit in lieu of academic units may be accepted up to and including six (6) semester hours in each 15-hour increment.
4. Equivalent credit may be accumulated during the period required for each salary increment.
5. Equivalent credit hours of participation must be verified after completion of the activity.
6. Equivalent credit shall be granted for the following:
 - a. Credit will be given for teaching/proctoring Professional Growth classes. (Credit will be given only one time for each course in lieu of payment.)
 - b. District Committees
 - i. Maximum credit - Six (6) semester hours within each increment on the salary scale.

- ii. District-wide Committees/Master List Committees = One (1) credit per semester.
 - a) Ratio = 35:1 Unpaid
 - b) A member of a committee listed on the Master List is eligible to receive two (2) equivalent credits for each year or membership plus an additional credit for being the chairperson or co-chairperson. The Master List is as follows:
 - c) CEA Meet and Confer CEA Executive Boards CEA Council of Representatives Superintendent's Budget Review Committee or committee meeting after hours on employees own time.
 - d) Credit is not given for serving as an alternate, as an alternate is obligated to act only in the absence of the official representative.
 - e) Verification for Master List Committees will be automatic upon submission of the appropriate names by the CEA president.

- iii. Other District Committees
 - a) Ratio = 35:1 Unpaid
 - b) District committee work must consist of at least three or more people who are active on the committee.
 - c) District committee work may be accumulated during the period required for each salary increment.
 - d) No credit is granted for work on local campus committees. If the local campus establishes a committee that is of a unique nature, it can petition approval for credit through the Professional Growth Committee.
 - e) A memorandum from the committee chairperson or organizational officer must be attached to the properly signed Verification for Equivalent Credit Form and submitted to the Professional Growth Office for approval prior to requesting an additional increment.

Verifying memorandums should include:

 - 1) Name of the committee,
 - 2) Statement verifying number of hours worked on the committee, and
 - 3) the attendance record form and minutes of meetings.

No credit will be given when release time is granted.

 - f) All forms are available from the Principal's Office or Professional Growth Office.
 - g) Final approval by the Professional Growth Committee will be based on satisfactory completion of the above requirements.

- iv. City, County, State or National Committees
 - a) Maximum credit - Two (2) semester hours within each increment on the salary scale.
 - b) Ratio = 35:1 Unpaid
 - c) Committee work must consist of at least three (3) or more people who are active on the committee.
 - d) Committee work may be accumulated during the period required for each salary increment.
 - e) Any committee that is of a religious or political nature is not eligible for credit.
 - f) A memorandum from the committee chairperson or organizational officer must be attached to the properly signed Verification for Equivalent Credit Form and

submitted to the Professional Growth Office for approval prior to requesting an additional increment.

Verifying memorandums should include:

- 1) Name and description of the committee, and
- 2) Statement verifying number of hours worked on the committee.

v. Professional Activities

- a) Maximum credit - Three (3) semester hours within each increment on the salary scale.
- b) Ratio = 35:1 Unpaid
- c) Professional Activity is defined as published writing, professional speaking, leadership in professional organizations, and development of instructional materials for use on a District-wide basis which is part of an outgrowth of the participant's professional affiliation in education.
- d) Any Professional Activity that is of a religious or political nature is not eligible for credit.
- e) Professional activities may be accumulated during the period required for each salary increment.
- f) A memorandum from a person who can verify the activity must be attached to the signed Verification for Equivalent Credit Form and submitted to the Professional Growth Office for approval prior to requesting an additional increment.
Verifying memorandums should include:
 - 1) Name and description of the Professional Activity, and
 - 2) statement verifying one (1) year's work in that activity.

vi. Conferences, Institutes, and Professional Organization Meetings

- a) Maximum credit - Three (3) semester hours within each increment on the salary scale.
- b) Ratio = 35:1 Unpaid
- c) Equivalent credit is granted for attendance at one or several conferences, institutes, seminars, clinics, and professional meetings which total a minimum of thirty-five (35) clock hours of participation.
- d) The thirty-five (35) hours may be accumulated during the period of each salary increment.
- e) Each participant keeps his/her own attendance sheet. Any number of conferences may be accumulated to total thirty-five (35) clock hours or one (1) semester hour
- f) All conferences, institutes, etc. must be directly related to the participant's current assignment or professional affiliation.
- g) No Professional Growth Credit will be given when released time is granted.
- h) No Professional Growth Credit will be given when any kind of District reimbursement is granted other than payment of registration fees/tuition.
- i) The participant's own attendance sheet must be attached to the signed Verification for Equivalent Credit Form for each year and submitted to the Professional Growth Office for approval prior to requesting an additional increment.
- j) Any committee that is of a religious or political nature is not eligible for credit.

G. APPEAL PROCESS

1. In the event that the Professional Growth Committee disapproves any request for credit or verification letters, the rationale for disapproval shall be transmitted to the employee.

2. If the employee submits a request in writing for reconsideration of disapproval, an appeal hearing shall be granted by the Professional Growth Committee at which the request shall be reconsidered.
3. The Professional Growth Committee shall inform the employee of its decision in writing after the appeal hearing.
4. In the event the employee is not in agreement with the Professional Growth Committee decision, s/he may then appeal in writing to the Executive Director for Instruction/designee.
5. A second level appeal hearing will be held at a mutually agreeable time by the Executive Director of Instruction/Designee. The employee and the Professional Growth Chair will be present at the hearing.
6. The Executive Director for Instruction/designee shall inform the employee in writing of his/her decision after the second level appeal hearing with a copy of the decision sent to the members of the Professional Growth Committee Members.
7. There is no further level of appeal.

H. *PROCEDURE FOR FINAL APPROVAL OF 15-, 30-, 45-, AND 75-HOUR INCREMENTS*

1. Final approval for the 15-hour, 30-hour, 45-hour, 60-hour, and 75-hour increments shall be made on academic and equivalent credit after the employee requesting the additional increment submits a Credit Evaluation Form and must supply official transcripts and/or grade card(s) covering those courses which have been completed and approved by Professional Growth. Verification of District academic courses must be made by an official Certificate of Completion.
2. Those courses which are in progress, or courses that will be taken after the interview and before the termination date of completion (completed prior to September 1), must also be verified with the Professional Growth Office by official transcript and/or grade card(s). This may be done in person or by mail after the course work has been completed and transcripts and/or grade card(s) received.
3. Employees completing the requirements for an increment before September 1, will have their contracts rewritten to reflect the earned increment provided proof of the completion of requirements (verification forms, transcripts and/or grade card(s), and certificates of completion) for the increment is submitted to the Professional Growth Office prior to November 1.
4. Work must be completed prior to September 1. Verification forms, transcripts and/or grade card(s), and certificates of completion must be submitted to the Professional Growth Office prior to November 1.
5. Other than provided in 3) and 4) above, any apparent errors in the contract amounts must be brought to the attention of the Talent Division prior to October 1 of any school year, or within 90 days after receipt if the contract is received after September 1 of the school year.

I. *GENERAL*

1. The Professional Growth Operating Procedures and Professional Growth Handbook contain detailed information and provide direction to the Professional Growth Committee in approving/disapproving credit for Professional Growth. This information is available in the Principal's office.

CEA PROFESSIONAL GROWTH MINI-PROCEDURES FOR EQUIVALENT CREDIT

Equivalent credit in lieu of academic units may be accepted up to and including 6 semester hours in each 15 hour increment.

Procedures For All Categories

- Submit Verification Memorandum For Equivalent Credit form
- Relate activity to current position (where applicable)
- Submit verification after completion of activity
- Attach verifying documents to verification form

Please refer to CEA Handbook for official regulations and to the Professional Growth Operating Procedures.

District Committees

Maximum Credit: 6 semester hours

Ratio: 35:1 Unpaid

Special Requirements:

- Must have at least 3 people
- Local campus committees may petition for credit
- Attendance will be required
- One additional credit for chair
- Must submit committee request each year
- Committee verification

City, County, State, or National Committees

Maximum Credit: 2 semester hours

Ratio: 35:1 Unpaid

Special Requirements:

- Must have at least 3 people
- No credit for religious nature or political nature
- Must submit separate request each year
- Verification must be submitted

Conferences, Institutes, &

Professional Organizational Meetings

Maximum Credit: 3 semester hours

Ratio: 35:1 Unpaid

Special Requirements:

- Any number conferences, institutes, & professional organizational meetings may be used to accumulate the 35 hours total
- No credit when released time is granted
- No credit when District reimbursement is granted (other than registration fees)
- Attach verification memo to attendance sheet signed by authorized representative

Professional Activities

Maximum Credit: 3 semester hours

Ratio: 35:1 Unpaid

Special Requirements:

- Part of professional affiliation in education
- No credit for religious nature or political nature
- Verification must be submitted

- A. Employees will attend and participate in District workshops, conferences, meetings, etc., which are organized or promoted by the District and which are applicable to the employee's position and/or growth. These workshops, conferences, and meetings will be scheduled during normal work hours whenever possible. For meetings not conducted during normal work hours attendance will be voluntary.
- B. New employee orientation as to conditions of work, benefits, etc. will be coordinated through the Talent Division. The Talent Division shall distribute to each new employee a copy of the current Classified Employees Association Professional Agreement prior to the new employee's first day of work in the District.
- C. New employees should receive job orientation from the appropriate person in relation to the position being assumed.

- A. During official PLC in-service days, classified employees shall be permitted uninterrupted time away from their areas for departmental / divisional training.
- B. Each department/division will establish and provide relevant professional development to be offered during the official PLC in-service days.
- C. Classified employee will notify supervisor of intent to attend PD including relevant dates, amount of time anticipated away from regular job duties and how relates to job duties or professional growth. The supervisor will need to respond within (use vacation timelines language). If campus need arises that would require the employee to be present supervisor will assess the needs of the department/division to determine if there is an alternative solution to department/ division support to meet the needs and allow the employee to attend the pd. if the supervisor is unable to offer an alternative solution they will seek assistance from District level support for the position needing coverage. Small school principals are encouraged to seek District level support for the position needing coverage so that appropriate resources can be allocated.

- A.** The following craft areas require a chief. Any crafts in addition to these will be assigned to one of these craft areas as determined by the appropriate administrator/supervisor.

Carpenter

Electrician

Equipment Mechanic

Glazier

Grounds Equipment Operator

Locksmith

Machine Shop

Painter

Plumber

Refrigeration Mechanic

Sheetmetal

Vehicle Mechanic

Welder

- A. A bulletin board shall be placed in each school or work area where classified employees normally assemble, which may be used by employee groups for posting the following types of notices:
1. Recreational and social affairs.
 2. Election notices and results.
 3. Meeting dates and times.
 4. New publications.
 5. All legislation vital to the interest of employees and education.
 6. Job openings

- A. An employee who is required to travel from one location to another during a work period shall be paid his/her regular rate of pay for time spent in such travel.
- B. Employees are encouraged to use school District vehicles to conduct all school business to insure adequate auto liability coverage. Employees are not required to use personal vehicles; however, if they choose to use personal vehicles it will be at the employees own risk in accord with the following advisement:
 - 1. When employees use their own personal vehicle for any District related business, the employee's insurance carrier is responsible for any claim up to the limit of their policy. The District's liability insurance policy will be responsible for any claim in excess of the employee's personal insurance. This coverage is subject to change based upon change in coverage in the contract between the provider and the District.
- C. Employees using personal vehicles for District related business, after having their name placed on the approved mileage payment list, will be paid mileage by separate check at the District current approved mileage rate which will be equal to the State Government mileage rate.

Position	Contract Length (mos.)	Grade
Account Clerk, Senior	12	9
Account Technician Food Service, Senior	12	10
Account Technician, Senior	12	10
Administrative Assistant to Chief Officer	12	13
Administrative Specialist	12	9
Administrative Specialist, Senior	12	11
Assistant to the Principal	12	9
Attendance Residence Specialist	12	13
Backflow Technician	12	13
Bilingual Communications Administrative Assistant	12	9
Bookstore Assistant	10	1
Bookstore Manager	10	7
Budget Specialist	12	12
Budget/Student Account Technician	12	11
Building Maintenance Worker	12	8
Building Maintenance Worker, Lead	12	10
Bus Assistant	9	1
Bus Driver	9	9
Bus Driver Trainee	9	1
Cafeteria Manager	9	9
Cafeteria Worker (part-time)	9	1
Campus Facility Supervisor	12	15
Campus Lab Technician	9	8
Campus Operations Worker	12	8
Campus Safety Supervisor	10	10
Campus Security Dispatcher	9/10	5
Campus Technology Specialist	12	13
Campus Testing Coordinator	9	6
Carpenter	12	12
Carpenter, Chief	12	14
Child Care Assistant	9	1
Child Care Assistant/Lead	9	3
Child Care Center Director	12	13
Community Assistant	9	1
Community Liaison	9.5	5
Community Relations Associate	12	11
Community Relations Specialist	12	13
Community Skills/Personal Assistant	9	4
Computer Lab Assistant	9	5
Computer Network Technician	9/12	14
Computer Operator, Lead	12	10
Computer Repair Technician, Lead	12	13
Computer Repair Technician Senior	12	12
Computer Support Manager	12	9
Computer Support Specialist	12	9
Contract Management Assistant, Food Service	12	10
Contract Management Specialist	12	12
Contract Management Specialist, Senior	12	14
Cook	9	3
Credentials Specialist	12	6
Culinary Arts Assistant	9	2
Curriculum Evaluation Technician	9/12	12
Custodians	10/12	2
Custodians, Lead	12	5

Position	Contract Length (mos.)	Grade
Developer of Services for Homeless Students	10	16
District Media Service Specialist	12	9
District Testing Liaison	12	11
Educational Interpreter, Sign Language	9	11
Electrician	12	13
Electrician, Chief	12	15
Electronic Equipment Technician	12	12
ELL Student/Parent Liaison	10	5
Employee Benefits Specialist	12	13
Energy Specialist	12	15
Equipment Mechanic	12	12
ESS Assistive Technology Assistant	9	4
ESS Data Technician	12	8
ESS Records Retrieval Clerk/Interpreter	12	7
ESS Registrar, Alternative Program	12	7
ESS Research and Records Technician	12	10
Facilities Rental Specialist	12	12
Facilities Work Center Specialist	12	9
Food Service Hospitality Coordinator	12	7
Food Services Field Supervisor	12	11
Food Services Lunch Program Clerk	9	3
Garde Manager	9	12
General Vehicle Mechanic	12	12
General Vehicle Mechanic, Chief	12	14
Glazier	12	11
Grant Program Technician	12	10
Grill Specialist	9	4
Grounds Equipment Mechanic	12	10
Grounds Equipment Operator	12	10
Grounds Equipment Operator, Chief	12	12
Groundskeeper	12	4
Hearing/Vision Tester	9	7
Hospitality Coordinator	10	7
HVAC Maintenance Mechanic	12	12
Information Technology Services Manager	12	19
Instructional Assistant	9	2
Instructional Assistant, ESS	9	4
Interpreter/Receptionist	9	5
Irrigation Technician	12	8
Job Developer for Jobs-In-Industry Program	9	7
Job Developer/Placement Assistant	9	7
Kitchen Assistant	9	1
Locksmith	9	12
Locksmith, Lead	12	13
Maintenance Technician	12	10
Material Handler I	12	3
Material Handler II	12	5
Material Handler III	12	8
Material handler IV	12	10
Media Technician	9	4
MIPS Specialist	12	8
Native American Student Advisor	9	5
Network System Specialist	12	18
Nurse Health Assistant	9	9
Office Assistant	9/10	2
Office Assistant, Senior (Small Schools)	12	7
Office Assistant, Senior	9/10/12	5
Office Assistant, ESS	9	2
Offset Operator, Senior	12	8
Painter	12	11

<i>Position</i>	<i>Contract Length (mos.)</i>	<i>Grade</i>
Painter, Chief	12	13
Payroll Specialist	12	12
Payroll Technician	12	9
PE/Athletic Equipment Manager	9	4
Personnel Associate	12	9
Personnel Service Assistant	12	7
Personnel Specialist	12	12
Pesticide/Herbicide Technician	12	11
Plumber	12	13
Plumber, Chief	12	15
Program Assistant Alternative Program	9	5
Purchasing Assistant	12	4
Records Clerk	9	1
Records Retrieval Clerk	12	3
Refinish/Sprayer Specialist	12	11
Refrigeration Mechanic	12	14
Registrar	12	9
Registration Clerk	10	3
Registration Office Assistant	12	5
Research Analyst	12	17
Research Systems Specialist, Senior	12	13
Sanitation Truck Operator	10/12	10
Security Alarm Technician	12	12
Security Alarm Technician, Senior	12	13
Security Assistant	9/12	4
Security Assistant, Senior	10	6
Senior Budget Technician	12	12
Service Assistant	9	1
Sheet Metal Worker	12	13
Sheet Metal Worker, Chief	12	15
Staff Attendance Specialist	12	9
Stores Clerk	12	9
Student Activities Assistant	12	10
Student Liaison	9.5	5
Student Recruiter Specialist	12	12
Student Study Facilitator	9	3
System Analyst	12	16
System Engineer	12	15
System Manager	12	19
System Programmer	12	18
Talent Specialist, Lead	12	14
Time Clock Technician	12	9
Transportation Dispatcher	12	10
Transportation Safety Trainer	12	12
Transportation Service Assistant	10	2
Truck Driver	12	5
Truck Driver/Base Kitchen	9	4
Van Driver	9	7
Vehicle Service Worker	12	7
Vision Resource Assistant	9	4
Vocational Business Office Assistant	9	2
Welder	12	13

SUPPORT SERVICES SALARY SCHEDULE

SECTION 44

Classified Staff Salary Schedule

2020-2021 School Year

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Grade
1	\$12.51	\$12.70	\$12.89	\$13.08	\$13.28	\$13.48	\$13.69	\$13.89	\$14.10	\$14.31	\$14.53	\$14.74	\$14.97	\$15.19	\$15.42	\$15.65	\$15.88	\$16.12	\$16.36	\$16.61	\$16.86	\$17.11	\$17.36	\$17.62	1
2	\$13.14	\$13.33	\$13.53	\$13.74	\$13.95	\$14.16	\$14.37	\$14.59	\$14.81	\$15.03	\$15.25	\$15.48	\$15.71	\$15.95	\$16.19	\$16.43	\$16.68	\$16.93	\$17.18	\$17.44	\$17.70	\$17.96	\$18.23	\$18.50	2
3	\$13.80	\$14.01	\$14.22	\$14.43	\$14.65	\$14.87	\$15.09	\$15.32	\$15.54	\$15.78	\$16.01	\$16.25	\$16.50	\$16.74	\$17.00	\$17.25	\$17.51	\$17.77	\$18.04	\$18.31	\$18.58	\$18.86	\$19.14	\$19.43	3
4	\$14.49	\$14.71	\$14.93	\$15.15	\$15.38	\$15.61	\$15.84	\$16.08	\$16.32	\$16.57	\$16.81	\$17.07	\$17.32	\$17.58	\$17.84	\$18.11	\$18.38	\$18.66	\$18.94	\$19.22	\$19.51	\$19.80	\$20.10	\$20.40	4
5	\$15.21	\$15.44	\$15.67	\$15.91	\$16.15	\$16.39	\$16.63	\$16.88	\$17.14	\$17.39	\$17.65	\$17.92	\$18.19	\$18.46	\$18.74	\$19.02	\$19.30	\$19.59	\$19.88	\$20.18	\$20.48	\$20.79	\$21.10	\$21.42	5
6	\$15.97	\$16.21	\$16.46	\$16.70	\$16.95	\$17.21	\$17.46	\$17.73	\$17.99	\$18.26	\$18.53	\$18.81	\$19.09	\$19.38	\$19.67	\$19.97	\$20.26	\$20.57	\$20.88	\$21.19	\$21.51	\$21.83	\$22.16	\$22.49	6
7	\$16.77	\$17.02	\$17.28	\$17.54	\$17.80	\$18.07	\$18.34	\$18.61	\$18.89	\$19.17	\$19.46	\$19.75	\$20.05	\$20.35	\$20.65	\$20.96	\$21.28	\$21.60	\$21.92	\$22.25	\$22.58	\$22.93	\$23.27	\$23.62	7
8	\$17.61	\$17.87	\$18.14	\$18.41	\$18.69	\$18.97	\$19.25	\$19.54	\$19.83	\$20.13	\$20.43	\$20.74	\$21.05	\$21.36	\$21.69	\$22.01	\$22.34	\$22.67	\$23.02	\$23.37	\$23.72	\$24.07	\$24.44	\$24.80	8
9	\$18.49	\$18.77	\$19.05	\$19.33	\$19.62	\$19.92	\$20.21	\$20.52	\$20.82	\$21.14	\$21.45	\$21.77	\$22.10	\$22.43	\$22.78	\$23.12	\$23.47	\$23.82	\$24.17	\$24.54	\$24.90	\$25.28	\$25.66	\$26.04	9
10	\$19.41	\$19.70	\$20.00	\$20.30	\$20.60	\$20.91	\$21.22	\$21.54	\$21.86	\$22.19	\$22.52	\$22.87	\$23.21	\$23.56	\$23.92	\$24.27	\$24.64	\$25.01	\$25.38	\$25.76	\$26.15	\$26.54	\$26.94	\$27.34	10
11	\$20.38	\$20.69	\$21.00	\$21.31	\$21.63	\$21.95	\$22.28	\$22.62	\$22.97	\$23.31	\$23.66	\$24.01	\$24.37	\$24.74	\$25.11	\$25.49	\$25.87	\$26.26	\$26.65	\$27.05	\$27.45	\$27.86	\$28.28	\$28.71	11
12	\$21.40	\$21.72	\$22.05	\$22.38	\$22.71	\$23.06	\$23.41	\$23.76	\$24.11	\$24.47	\$24.84	\$25.21	\$25.59	\$25.97	\$26.36	\$26.76	\$27.16	\$27.57	\$27.98	\$28.40	\$28.82	\$29.26	\$29.70	\$30.14	12
13	\$22.47	\$22.81	\$23.16	\$23.50	\$23.86	\$24.21	\$24.58	\$24.94	\$25.32	\$25.70	\$26.08	\$26.47	\$26.87	\$27.27	\$27.68	\$28.10	\$28.52	\$28.94	\$29.38	\$29.82	\$30.26	\$30.72	\$31.18	\$31.65	13
14	\$23.60	\$23.95	\$24.31	\$24.68	\$25.05	\$25.42	\$25.80	\$26.19	\$26.58	\$26.98	\$27.38	\$27.79	\$28.21	\$28.63	\$29.06	\$29.50	\$29.94	\$30.39	\$30.84	\$31.31	\$31.78	\$32.26	\$32.75	\$33.24	14
15	\$24.78	\$25.15	\$25.53	\$25.91	\$26.30	\$26.69	\$27.09	\$27.50	\$27.91	\$28.33	\$28.75	\$29.18	\$29.62	\$30.06	\$30.51	\$30.97	\$31.44	\$31.92	\$32.40	\$32.88	\$33.37	\$33.87	\$34.38	\$34.90	15
16	\$26.02	\$26.41	\$26.80	\$27.20	\$27.61	\$28.02	\$28.44	\$28.87	\$29.30	\$29.74	\$30.19	\$30.64	\$31.10	\$31.57	\$32.05	\$32.53	\$33.02	\$33.51	\$34.01	\$34.52	\$35.04	\$35.57	\$36.10	\$36.64	16
17	\$27.32	\$27.73	\$28.14	\$28.56	\$28.99	\$29.42	\$29.87	\$30.31	\$30.77	\$31.23	\$31.70	\$32.18	\$32.66	\$33.15	\$33.65	\$34.15	\$34.67	\$35.18	\$35.71	\$36.25	\$36.79	\$37.34	\$37.90	\$38.47	17
18	\$28.68	\$29.11	\$29.55	\$29.99	\$30.44	\$30.89	\$31.36	\$31.83	\$32.31	\$32.80	\$33.29	\$33.79	\$34.29	\$34.81	\$35.33	\$35.86	\$36.40	\$36.94	\$37.50	\$38.06	\$38.63	\$39.21	\$39.79	\$40.39	18
19	\$30.11	\$30.56	\$31.02	\$31.49	\$31.97	\$32.45	\$32.93	\$33.43	\$33.93	\$34.44	\$34.95	\$35.48	\$36.01	\$36.55	\$37.09	\$37.65	\$38.21	\$38.79	\$39.37	\$39.96	\$40.56	\$41.17	\$41.79	\$42.42	19
20	\$31.62	\$32.10	\$32.58	\$33.07	\$33.57	\$34.07	\$34.58	\$35.10	\$35.62	\$36.16	\$36.70	\$37.25	\$37.81	\$38.37	\$38.95	\$39.53	\$40.12	\$40.72	\$41.34	\$41.96	\$42.59	\$43.23	\$43.88	\$44.54	20
21	\$33.21	\$33.70	\$34.21	\$34.72	\$35.24	\$35.77	\$36.31	\$36.85	\$37.40	\$37.96	\$38.53	\$39.11	\$39.69	\$40.29	\$40.89	\$41.52	\$42.14	\$42.77	\$43.41	\$44.06	\$44.72	\$45.39	\$46.07	\$46.76	21

- A. All classified employees will receive Performance Based pay provided the employee meets the criteria to be eligible to receive PBP. Payment shall be based on criteria from the previous contract year, not to include addendums. Each year the CEA and the Administration shall decide how the criteria shall be used to determine amounts paid.

B. EMPLOYEE RETENTION (MINIMALLY 50%)

1. Criteria:
 - a. All employees on contract in the previous fiscal year, who return to work on their first scheduled day of the current fiscal year, will receive the retention allocation based on the following:
 - i Employees hired prior to January 1st of the previous fiscal year will receive 100% of the allocation
 - ii Any employees on a paid LOA or Governing Board approved LOA at the end of the previous fiscal year will be eligible to receive the retention allocation. The payout will occur upon the employee's return to work. If the employee return from LOA (paid or Governing Board approved unpaid) during the fall semester, they will receive 100% of the allocation. If the employee returns from LOA (paid or Governing Board approved unpaid) during the spring semester, they will receive 50% of the allocation.

C. DROPOUT RATE (MINIMALLY 25%)

1. Criteria:
 - a. If Dropout rate is 6% or lower or 5% decrease, 100% of the Dropout Rate allocation is received.
 - b. If rate is higher than 6%, 75% of the Dropout Rate allocation is received.

D. GRADUATION RATE (MINIMALLY 25%)

1. Criteria:
 - a. Absolute Standard:
 1. If the Graduation rate is 75% or higher, 100% of the Graduation Rate allocation is received.

< OR >
 - b. Continuous Growth:
 1. If the Graduation rate is 2% higher, 100% of the Graduation Rate allocation is received.
 2. If the Graduation rate is 1% higher, 75% of the Graduation Rate allocation is received.

E. PAYMENTS

1. Payouts to all eligible employees shall be made by the end of the first semester unless otherwise noted in B.
2. \$259,000 shall be set aside annually to fund PBP for classified employees.
3. In order to fund a base minimum of \$700 per classified employee, an additional \$470,350 shall be set aside annually.

F. OTHER CRITERIA

1. An employee must have held a classified position for at least one full semester to be eligible to receive the PBP.
2. An employee must have worked until the end of his/her contract and returned for the current contract year to be eligible to receive PBP.

This Memo of Agreement replaces the current language in Section 45 Performance-Based Pay of the CEA Professional Agreement and goes into effect July 1st of 2015. This language will remain in effect until the Governing Board votes to change the language.

District Representative _____ Date _____

CEA Representative _____ Date _____

- A. Phoenix Union High School District Governing Board Policy AC - Nondiscrimination and Classified Employees Association Professional Agreement Section 42 - Promotion to Higher Classification provide the basis for the procedure to be used in the selection of classified staff. They are as follows:
1. AC Nondiscrimination - The Board is committed to a policy of nondiscrimination in relation to race, religion, sex, age, national origin, and disabled. This policy will prevail in all matters concerning staff, students, the public, educational programs and services, and individuals with whom the Board does business.
 2. Section 42 - Whenever promotions are made to higher classifications, selection will be made on first, the employee's experience, training, and knowledge in relation to the position requirements; and, second, on the employee's seniority. The District reserves the right to select the best person for the position, regardless of whether or not the person is an employee of the District.
- B. To avoid charges of discrimination and Professional Agreement violation brought by current staff and/or District applicants, the following procedure is to be used in screening, interviewing, and selection of classified staff.
1. All applicants must complete an On-Line Application (Position Qualification Form).
 2. Questions about these procedures will be referred to the Talent Director of Classified Employment.
 3. All Classified openings will be posted for a minimum of five (5) work days. The posting will include a notice if the position is for other than the day shift.
 4. All interviews will be conducted in English. Unless specified as preferred or required part of the job description (Interpreter Receptionist).
 5. Position Qualification Form will be screened by the Employee Relations Division to determine whether applicants meet threshold qualifications contained in the job description.
 6. Qualified applicants will be listed on the District's approved application tracking system for campus administrators to view. Current contracted employees will be identified on the list. All of these employees are to be interviewed, including those on LOA. Any and/or all non-district applicants listed may be interviewed. Only those applicants whose names appear on the list may be interviewed. No other person(s) may be considered.

Phoenix Union High School District Governing Board Policy AC – Nondiscrimination and Classified Employees Association Professional Agreement Section 42 – Promotion to Higher Classification, provide the basis for the procedure to be used in the selection of classified staff. They are as follows:

AC Nondiscrimination – The Board is committed to a policy of nondiscrimination in relation to race, religion, sex, age, national origin, and disabled, This policy will prevail in all matters concerning staff, students, the public, educational programs and services, and individuals with whom the Board does business.

Section 42 – Whenever promotions are made to higher classifications, selection will be made on first, the employee's experience, training, and knowledge in relation to the position requirements; and, second, on the employee's seniority. The District reserves the right to select the best person for the position, regardless of whether or not the person is an employee of the District.

To avoid charges of discrimination and Professional Agreement violation brought by current staff and/or District applicants, the following procedure is to be used in screening, interviewing, and selection of classified staff.

1. All applicants must complete an On-Line Application (Position Qualification Form).
2. Questions about these procedures will be referred to the Talent Executive Director.
3. All Classified openings will be posted for a minimum of five (5) work days (see Section 2:A). The posting will include a notice if the position is for other than the day shift.
4. All interviews will be conducted in English. Unless specified as preferred or required part of the job description (Interpreter Receptionist).
5. Position Qualification Form will be screened by the Talent Division to determine whether applicants meet threshold qualifications contained in the job description.
6. List of qualified applicants will be provided to the appropriate administrator (see Section 2:C: 1). Current contract employees will be identified on the list. All of these employees are to be interviewed. Any and/or all non-District applicants listed may be interviewed. Only those applicants whose names appear on the list may be interviewed. No other person(s) may be considered.
7. The hiring administrator (HA) will choose a committee of two or more District employees, at least one of which must be a current CEA trained REP/CEA President's Designee. (Training will be conducted annually) At least one employee should be a quasi-supervisor, a member of the department, or someone with direct experience in the field. The interview committee will consist of a minimum of 3 interview committee members.
8. Prior to the interview the hiring administrator (HA) will request permission from the Talent Executive Director to include testing as part of the selection process. If a test is administered all applicants will be tested.
9. The job description is to be reviewed by the interviewer(s) prior to the interview.
10. Interview questions and desired responses (rubric) are to be developed by the interview committee. Applicant's responses to interview questions will be written on the interviewing and rating sheet by the committee members.
11. All interview questions are to be in writing. Responses to questions need to be in writing (rubric). Questions must be designed to elicit answers related to the duties and qualifications of that position. No specific numbers of questions are required (except the 2 (two) required questions).
12. A predetermined length of time for the interview is to be established.
13. All interviews are to be conducted in the same manner; all candidates are to be asked the same questions, and, the same interviewers are to interview all applicants.
14. Prior to beginning the interviews, the chairperson of the interview committee will review the procedure, the process, and indicate the appropriate responses to questions which are to be asked in the interview with committee members.

15. Applicants are to be advised of the following at the onset of the interview. 1) that all applicants are asked the same questions; 2) the number of questions to be asked; 3) the amount of time allotted for the interview; 4) that any question will be repeated upon request; and 5) that they will have the opportunity to ask questions of the interviewers at the end of the interview. It is appropriate if one committee member asks all the questions.
16. The following questions are to be included in the list of questions for every interview:
 - a. What work experience, training and knowledge do you have that is related to this position and how long did it last?
 - b. Why do you think you would be successful in this position?
17. Use the Interview Rating Sheet: Record the applicant's responses to questions, Applicant's response to each question should be scored with a score of one (low) to five (high). Based on a written rubric rating system which will include the applicants' qualification responses; then each interviewer is to add the scores for each question to determine a total score for each applicant. The total scores of each interviewer are then to be added together for a cumulative score. A District-wide rating system will be utilized to determine the top three candidates. The individual interviewer's name should not be on the rating sheet.
18. Questions which are point-of-fact, either/or type questions to which candidates respond "yes" or "no" are to be scored "5" for yes or "0" for no.
19. The hiring administrator (HA) will recommend selection to the Talent Division based on the candidates' experience, training and knowledge of the position. When two or more in-District candidates are equally recommended, the candidate with the most seniority will be recommended for the position. When the same circumstances exist and there is an outside candidate involved, District employees will be given preference in the selection.
20. A second interview for finalists from the total number interviewed is permissible. Should a second interview be conducted, there may be different interviewers.
21. Any questions prior to the final selection should be addressed to the Talent Division.
22. The hiring administrator (HA) will assure that all interviewees are notified of their interview results by personal telephone call made directly to the interviewee, promptly after the selection. A written log of these phone calls is to be created.
23. No commitment as to pay rate to be given other than by Talent Division.
24. Interview committee or chairperson is to retain the score sheets and interview questions.
25. Based on the recommendation of the committee and reference checks, the hiring administrator (HA) will make the final hiring recommendation from the top three candidates and forward the recommended candidate to the Talent Division. The hiring administrator (HA) will assure that the following are sent to the Talent Division:
 - a. Circle the name of the individuals(s) being recommended on the applicant list.
 - b. A recommendation for hire PAR.

c. The log of phone calls made to applicants with results of the interview.

26. Review of Procedure:

A District employee interviewed for a position, may within two (2) workdays after the interview has taken place for a position, submit a written statement to the Talent Executive Director and the CEA President indicating what areas the Interview and Selection Procedure has been violated. (The two (2) workday period commences with the first workday after the date of the memo of selection notification.) The notice must contain a statement(s) identifying the violation(s). The District will make every effort to notify the employee regarding the results of the interviews, however, the employee has an affirmative obligation to contact Talent Division within five (5) days of the interview if they have not been notified as to the results.

The Talent Executive Director will require all original interviewing materials sent to Talent Division.

Within three (3) workdays after receipt of the notice the Talent Executive Director and the CEA President will meet and mutually agree upon the appointment of one campus administrator, one District administrator and two CEA representatives to act as a review panel. All of the members of the review panel must be present to convene the meeting.

The panel will, within five (5) workdays, meet and review all the records from the interview including the interview questions, and score sheets of all candidates interviewed; and, in addition the personnel folders of all District applicants and the applications and any other materials as may have been submitted by non-district applicants. If the review committee requires further information, the Talent Director will be contacted to obtain the information, if possible, for the committee.

Upon completion of the review the panel will submit to the Talent Executive Director and the CEA President a written statement of findings which is to include a statement of action to be taken when a violation has been found to have occurred. If the review panel fails to reach consensus, separate findings and proposed actions shall be forwarded to the Talent Executive Director and the CEA President. In the event the Talent Executive Director and the CEA President do not agree on the action to be taken, all previously interviewed applicants will be re-interviewed by a new committee.

No employment contract will be issued when a violation charge has been submitted. If an outside applicant is chosen, he/she shall not be offered the position for five (5) work days after the selection has been made. (See attached Notice to Applicants.)

Interview and selection charges must be resolved through this procedure. They are non-grievable.

PHOENIX UNION HIGH SCHOOL DISTRICT

NOTICE TO APPLICANTS

A standard interview and selection procedure is used by the Phoenix Union High School District in the selection of applicants for positions. If a current employee is of the opinion that the procedure has not been followed in the filling of a position, that employee may file a complaint with the Talent Executive Director within five (5) workdays after the selection. When this occurs a review of the selection is conducted by a panel after which the panel submits a report of findings and what action, if any, is to be taken. If the findings indicate the procedure was followed, no action will be taken. If the findings indicate the procedure was not followed in the selection for the position the initial selection may be voided. When this occurs and a current employee was initially selected, that employee will be returned to their former position.

Selection is a non-grievable matter.

.....

I certify that the information presented here is true, accurate and complete. I authorize the investigation of all statements contained herein and also authorize the Phoenix Union High School District to make reference/background checks prior to my employment. I have read and acknowledge the above conditions in accepting an offer of a position or employment, should I be selected for a position for which I have applied. I understand that any offers of employment are conditioned on the receipt of satisfactory responses to reference requests.

Signature

Date

MEMORANDUM TO APPLICANTS - SAMPLE

DATE:

TO:

FROM:

SUBJECT: APPLICATION FOR POSITION

Recently, you applied for and were interviewed for the position of

_____ at _____

While you were not selected for the position at this time, we want to thank you for your interest and the time you made available for the interviews.

cc: Talent Division

INTERVIEW RATING SHEET

Member _____

Position Title: _____

Applicant: _____

Date Interviewed: _____

Instructions: Record applicant's response(s) to each question. Responses will be scored with a score of one (1) low to five (5) high. Make a note, reasons, or rationale for the value given.

Questions	Score	Comments
1		
2		
3		
4		
5		

6		
7		
8		
9		
10		
11		
12		
Total Score		Add Avg. Interview scores for all the questions.

CLASSIFIED INTERVIEW AND SELECTION PROCEDURES**INTERVIEW SCRIPT**

This position works the: _____ day shift _____ evening shift _____ night shift _____

This position works: _____ M-F _____ Other _____
(Indicate work days)

Do you have a preference for a unit or units (if applicable)? _____
(If so, indicate here.)

What number should we call to contact you? _____
(Indicate number here)

We will be following these guidelines during today's interview. We will:

- maintain strict confidentiality regarding the process and results.
- ask all interviewees the same questions.
- score all responses based on the same guidelines.
- ask each interviewee _____ questions.
[specify the number of items]
- interview all interviewees with the same committee.
- allow each interviewee _____ minutes for each interview.
[specify the number of minutes]
- repeat any question upon your request, but we will not elaborate.
- allow you to ask us questions at the end of the interview process.
- will make (a) hiring recommendation(s) to HR but will not offer positions to or discuss salary or benefits with interviewees.
- call you to indicate whether or not you were selected.

The decision of those making hiring recommendations may not be challenged. However, you may contact the Talent Director of Classified Employment within two (2) work days of this interview if you feel the interview process has been unfair in any way

A. COACHING POSITION:

Classified staff may hold a paid coaching position provided they meet the certification qualifications of the position and do not violate AIA sanctioning rules, state or federal laws regardless of whether the campus athletic program is AIA sanctioned or not.

Prior to a support staff member being recommended for a coaching position, approval from the campus Principal(s) (from affected campuses) and District Athletic Director are required. Classified staff that is selected for a coaching position should not allow the coaching position to interfere with their regular job duties. If it is determined that an adjustment to the regular established work hours is needed between the start and end dates of the Schedule F, see Section 10-B - Hours Of Work And Work Week. If a temporary adjustment between the start and end dates of the Schedule F needs to be made to the established work hours see Section 11- Flex Time. Should the coach need to leave earlier than their scheduled work hours for team games or tournaments, they will clock out and request leave time using the appropriate coaching leave code in the District time keeping system.

Interviews and selection for all coaching positions will be conducted as established in the current Certified Professional Agreement (see below language). Schedule F's are provided for paid coaching positions as identified in the CTA Professional Agreement.

B. SELECTION OF COACHES:

1. Candidates for varsity head coaching positions shall be screened and interviewed by the Principal, and/or unit Athletic Director; final recommendation shall be made by the Principal. The recommendations of the Principal will be sent to the District Administrator overseeing Athletics for approval and submission to the Talent Division. Only a certificated person may be hired as a Varsity head coach.

Step 1 Positions shall be advertised to both in-District and out-of-District candidates, simultaneously, for a period of 5 working days. All in-District candidates shall be interviewed and considered first. The interview committee for all interviews shall consist of the Principal and/or Unit Athletic Director, and a representative from the CTA and a representative of CEA if there are applicants that are classified employees. The same interview committee, questions, and scoring system must be used for all interviews. In-District applicants may grieve the interview process per the general grievance procedures in the professional agreement. No hiring selection will be made until any such grievance of the interview process has been resolved.

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.

2. 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 both in-District and out-of-District candidates, simultaneously, for a period of 5 working days. All in-District candidates shall be interviewed and considered first. The interview committee for all interviews shall consist of the Principal and/or Unit Athletic Director, and a representative from the CTA and a representative of CEA if there are applicants that are classified employees. The same interview committee, questions, and scoring system must be used for all interviews. In-District applicants may grieve the interview process per the general grievance procedures in the professional agreement. No hiring selection will be made until any such grievance of the interview process has been resolved.

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

3. 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.
4. All Schedule F assignments given to District non-certificated personnel and to Non-District personnel shall be for one (1) year only and must be re-advertised according to the procedures indicated above.
5. If a coaching position becomes vacant within four (4) weeks of the start of the season or during the season, the Principal shall recommend to the District Administrator overseeing Athletics an acting coach for the affected sports(s). Such positions shall be considered vacant for the following year.
6. 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.
7. 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.
8. Mileage one way will be paid to any District coach with a coaching assignment on another campus. A non-District coach will also be paid mileage one way to the coaching assignment. The maximum mileage shall not exceed \$150.00 per coaching season.
9. All Schedule F assignments given to personnel, employed as teachers of the Phoenix Union High School District, are one (1) year appointments not subject to property rights and due process as described in the Employee Conduct Discipline Handbook. Rather, due process shall be extended to Schedule F assignments per the language detailed in this section with minimal due process guaranteed during the first year of service and the performance agreement process guaranteed after that.
10. All coaches and sponsors, except for those whose Schedule F assignments which are directly connected to a classroom teaching assignment such as band, dance, drama, orchestra and vocal music, will be in-serviced and given the school, District, and AIA (as appropriate) rules, procedures and expectations in writing as a performance agreement at the beginning of the season (coaches) or school year (sponsors). The performance agreement shall be signed and dated by the coach/sponsor upon receipt indicating that the coach/sponsor is aware of the job expectations. Win/Loss record shall not be criteria of the performance agreement.
11. Coaches and sponsors shall be given written feedback and/or oral feedback regarding job performance throughout the year (sponsors) or season (coaches) by administration and head coach, where appropriate. Within six (6) weeks from the end of the season coaches and sponsors shall be given written feedback on the performance agreement stating whether the job expectations had been met.
12. 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 ten (10) working days of written notice. The Principal's decision to remove the coach or sponsor is final.

13. 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.
14. Schedule F coaches or sponsors may be removed during the season or contract year for egregious behaviors or actions through the procedures present in Governing Board Policy KEB, Regulation KEB-R, Exhibit KEB-E entitled the Discipline, Suspension, and Dismissal of Professional Staff Members or Governing Board Policy GDQD and GDQD-R entitled the Discipline, Suspension, and Dismissal of Support Staff Members.
15. 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.
16. 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.

FORMAL MEDIATION/COMPLAINT CRITERIA AND GUIDELINES

SECTION 48

A. CRITERIA FOR FORMAL MEDIATION:

1. Disputes among employees within the work-site.
2. Perceived infliction of emotional distress towards an employee.
3. Both and/or all parties must agree to mediation.

B. GUIDELINES FOR FORMAL MEDIATION:

1. The Talent Division will be responsible and the only division to refer employees to mediation.
2. Confidentiality will be adhered to with the understanding that key personnel, which may include immediate supervisor and Principal, will be kept abreast of any agreed upon conditions or agreements agreed upon during assigned medication sessions.
3. Mediation sessions will serve as a preemptive step to problem-solve challenging personnel matters and not serve as a disciplinary measure.
4. Public Concerns/Complaints about Personnel (K-1461, KEB-E) regarding mediation sessions will be secured in the Talent Division as “documentation/information only”. This “documentation / information” will serve as a point of reference in addressing any future personnel matters consistent with behaviors related to the cause for mediation.

C. CRITERIA FOR FILING COMPLAINTS:

1. Employee(s) feel that they have been treated in an unprofessional manner such as threats or intimidation.
2. Perceived infliction of emotional distress towards an employee.
3. If multiple complaints are filed against one individual of the same nature and scope, only one investigation needs to take place considering all the complainants’ information.

D. GUIDELINES FOR COMPLAINTS:

1. The Talent Division will be responsible and the only division to handle employees’ complaints in a timely basis, as outlined in Governing Board Policy KEB-R; K-1461.
2. The Complainant will receive written confirmation of receipt of the complaint.
3. The Complainant will be allowed to identify witnesses and have them interviewed as part of the investigation by the Talent Division.
4. The Complainant can request and receive updates on the progress of the complaint.
5. The Complainant will receive written confirmation of the disposition of the complaint, while adhering to confidentiality.
6. Confidentiality will be adhered to with the understanding that key personnel, which may include immediate supervisor and principal, will be kept abreast of any ongoing complaints and investigations.
7. Investigation conclusions may serve as a basis for a disciplinary measure, as outlined in Governing Board Policies: GCQF; G-6100 and GDQD; G-9300.
8. Documentation regarding any complaint and investigation will be secured in the Talent Division. This documentation will serve as a point of reference in addressing any future personnel matters consistent with behaviors related to the cause for a complaint and investigation.

- A. Ratios for all comprehensive sites (unless noted) will be based on projected enrollment for the coming school year:

Security: All comprehensive campuses would be staffed with a MINIMUM of 9 security personnel (including the Lead Security). With the understanding that once a campus reaches the attendance trigger point of 2500 students, security staff would be increased by one. Every 250 students would trigger an additional FTE. Staffing trigger points would be 2500-2750-3000-3250 and so on.

Custodian: No campus shall be staffed in a way that the average area needing to be cleaned will exceed 35,000. SF. Once a campus reaches a student enrollment exceeding 2750, it will receive one additional FTE custodian at a rate of one per 250 students.

Registration staffing – Minimum staffing:

1	Registrar
1	Credential specialist
1	Records clerk
1	Registration clerk per 750 students

ELL assigned Instructional Assistant – (staffing ratios for all sites)

One (1) per 60 ELL students, not to exceed 1 Instructional Assistant per 1.0 FTE assigned ELL teacher*

*Pre-Emergent/Emergent students will receive priority of Instructional Assistant allocation, for ELL English Classes Only.

MEMOS OF AGREEMENT

Advisory/Student Intervention Program

A School may elect to participate in an Advisory/Student Intervention Program by following the process listed below.

Guidelines for Advisory:

1. Advisory is a Student Intervention program and not an extra academic class with all the attendant teacher responsibilities.
2. If a campus chooses to create an Advisory/Student Intervention program, a proposal outlining what the program would consist of shall be presented to the staff. If the total minutes a teacher has students per week is under the maximum supervisory minutes as outlined in Proc. 10.2, then a consensus of the Campus Committee members at the school is required to affirm the proposal.
3. Teachers will supervise students but cannot be required to do class preparation, instruction, evaluation or grading for this Advisory/Student Intervention program, but can present materials provided them and make a Pass/Fail grading judgments for Advisory students just as is done for Students Assistants.
4. Classified Employees cannot be required to do any duties outside their normal job duties for an Advisory/Student Intervention program.
5. School sites will be able to create proposals that meet their individual needs as long as the plan falls within these guidelines.
6. If a campus chooses to eliminate an Advisory/Student Intervention program, a proposal outlining what the new school schedule will be and the reasons for eliminating the program shall be presented to Campus Committee and the staff to be voted upon. A simple majority vote of the voting Staff at the school is required to affirm/deny the proposal.
7. Advisory/Student Intervention programs may only be implemented at a Semester Break or the beginning of the school year.
8. Advisory/Student Intervention programs should meet the needs of any special campus programs such as IB, magnet programs, AP etc.

Dead Week

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

Initials: CES: Jose Arenas:

JA 4.23.12

CTA: Ed Bufford:

EB 4-23-12

CEA: Cindy Tercerro:

CT 4/23/12

ADA: LaCresha Williams:

LW 4/23/12



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Central

Cesar Chavez

Desiderata

Betty H. Fairfax

Franklin

Carl Hayden

Maryvale

Metro Tech

North

South Mountain

Suns-Diamondbacks

Memo of Agreement

**POSTING PROCEDURES FOR THE SENIOR OFFICE ASSISTANT TO
THE ASSISTANT PRINCIPAL POSITION OVERSEEING STUDENT
SERVICES (10 MONTHS).**

**PLACEMENT OF THE CURRENT OFFICE ASSISTANTS, SUPPORTING
THE DEAN OF STUDENTS, (RANGE 29) WHO ARE NOT SELECTED
FOR A SENIOR OFFICE ASSISTANT POSITION.**

Only current, full-time (range 29) Office Assistants that have been employed in the District for a minimum of twelve (12) months, can apply for the job. The only exception to this rule is for the current Office Assistants, supporting the Dean of Students, whose hire date will not be used to qualify. The job is a range 34 Senior Office Assistant (10 months).

Per this agreed upon Memo of Agreement, the current Interview and Selection Procedures' language in the Classified Professional Agreement will not be in effect.

Any Dean Office Assistant who has received a Reduction-in-Force notice and is not selected for a new Senior Office Assistant position will be assigned to a position by the Classified Director of Human Resources.

This memo of Agreement will be effective from March 6, 2014 until June 30, 2014.

Tom Oviatt
President, CEA

Frenche Colbert, J.D.
Director of Classified Employem

3/4/14
Date Signed

Memo of Agreement

Fiscal year 2014-15

The other compensation IBN Subcommittee agrees to continue its work on the revision of the Certified Schedule F Language (Proc. 5-16) during fiscal year 2014-15. This work will address clarifying the language to help prevent multiple schedule Fs being paid for one program, and provide Schedule A/Fs where necessary to provide appropriate compensation for certified staff.

Based on the Interest Based Negotiation Team's budget allocation of \$50,000 for Schedule A/Fs for fiscal year 2014-15, and because the subcommittee did not come to consensus on the Schedule F language changes, the subcommittee has agreed to a Memo of Agreement for the period July 1, 2014 – June 30, 2015 to provide additional compensation to Student Based Enterprise (Marketing Store) Advisors, as identified by the Career & Technical Education (CTE) Supervisor, and Campus AVID Coordinators as identified by the District Level AVID Coordinator. This additional compensation will be in the form of Stipends paid at the end of each quarter, based on criteria developed by the CTE Supervisor and District Level AVID Coordinator.

The subcommittee will then decide based on quantifiable data and criteria whether these two programs should be placed on the Schedule A/F for fiscal year 2015/16 and beyond, or whether these payments will continue to be stipends. The stipends for 2014/15 will be as follows:

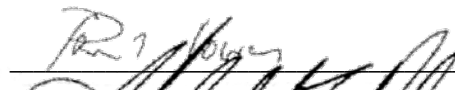
Student Based Enterprise (Marketing Store) Advisors - \$625 per quarter payable upon approval of the CTE Supervisor and submission of a form that details monthly the duties performed outside of the work day and duty free periods, number of students supervised and time worked. (Budget Allocation of \$18,000 for up to 6 Advisors)

Campus AVID Coordinators - \$375 per quarter payable upon approval of the District Level AVID Coordinator, and submission of a form that details that the minimum requirements for payment were met. (Budget Allocation of \$21,600 for up to 12 Coordinators)

The first semester data collected will be provided to the subcommittee in January for use in determining placement on Schedule A/F, or continuance of a stipend.

Further, the subcommittee agrees that the remaining budget capacity be allocated for Campus Faculty Supervision Pay for both Certified and Classified staff (Budget Allocation of \$10,400)

Paul Lowes/CTA Representative

 Date 4/17/14

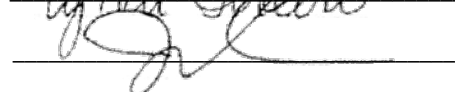
Gabriel Trujillo/AdA Representative

 Date 4/17/14

Tom Oviatt/CEA Representative

 Date 4-17-14

Jose Arenas/CES Representative

 Date 4.17.14

April 16, 2014

APPENDICES

CEA Professional Agreement for 2020 - 2021

Appendices

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APPENDIX A

Phoenix Union High School District
4502 North Central Avenue
Phoenix, Arizona 85012

EQUAL OPPORTUNITY EMPLOYER

POSITION TITLE: President, Classified Employees Association

DIVISION:

WORK YEAR:

DEPARTMENT:

LOCATION:

SALARY SCHEDULE:

DEFINITION:

The President of the Classified Employees Association is responsible for representing the classified employees in a positive manner with the Phoenix Union High School District. To promote positive relationships between the Governing Board, Superintendent, Leadership Team, Administrators, Teachers and Support Staff. Work collaboratively toward the District goals: student achievement an effective use of fiscal and the Talent Division.

ESSENTIAL FUNCTIONS:

1. Advocate and administer the implementation of the Constitution/Bylaws of the Phoenix Union High School District Classified Employees Association.
2. Uphold the integrity of the Classified Employees Association Professional Agreement, being sure the interpretation is the same for all support personnel.
3. Oversee implementation and suggest revisions to the Talent Executive Director for the Classified Employees Professional Agreement and the Employee Conduct/Discipline Handbook.
4. Assist, counsel and represent the CEA members in matters pertaining to employee rights, due process and responsibilities by providing guidance and assist in the interpretation of Classified Employee's Professional Agreement Language and the Employee Conduct/Discipline Handbook maintaining accountability at all times.
5. Preside over Executive Board and Council of Representatives meetings, initiate and participate in governance decision making, holding said meetings a minimum of one per month.
6. Meet with the CEA Officers to discuss matters dealing with classified employees issues and concerns.
7. Participate in the meet and confer process for the Classified Employees Association.
8. Recruit and appoint classified members for District association committees, delegate duties and serve as liaison to committees as necessary, submit list to officers for input to maintain diversity.
9. Provide assistance for classified employees when using the appeal or grievance process and represent the employee as needed at hearings.
10. Serve on district level committees, e.g. Presidents' Council, Site Based Shared Decision Making Committee, Budget Committee, IBN Process Team, and any other committee which the association presidents are requested to serve.

APPENDIX A

11. Meet monthly with the superintendent to update him/her on issues pertinent to the classified employees. Work collaboratively to resolve issues and concerns of the classified employee.
12. Meet as needed with the Talent Executive Director to resolve issues and concerns of the classified employees using a problem solving method or collaboratively depending on the issue.
13. Act as an ad hoc member of all committees for which the classified employees participate.
14. Attend leadership training as provided by the National Education Association, Arizona Education Association and other recognized organizations.
15. Maintain confidentiality at all times pertaining to personal matters regarding all staff of the Phoenix Union High School District.
16. Annually plan the local association's objectives, programs and meetings in cooperation with the officers, executive board, council of representatives and committee chairs and revise as necessary.
17. Serve as chief spokesperson for the local association to the public and the press, assisted by the communications / public relations department as needed.
18. Attend District Board Meetings regularly.

QUALIFICATIONS:

1. Currently employed by the Phoenix Union High School District as a classified employee.
2. Minimum of 2 year on the Executive Board or as an officer of the Classified Employees Association.
3. Knowledgeable of the Classified Employees Handbook language, Board Policies, Discipline Handbook, Arizona school laws and Federal rules, regulations, and statutes pertaining to equal employment opportunities for all classified employees.
4. Ability to work collaboratively with other employee Associations in the Phoenix Union High School District.
5. Experience and/or training in problem solving techniques, leadership skills, mediation, Interest Based Negotiations and organizational skills.
6. Ability to demonstrate oral and written communication skills.

SUPERVISION RECEIVED:

SUPERVISION GIVEN:

ACTION	PREPARED BY:	REVIEWED BY:	REVIEWED BY:	JOB NUMBER:	EFFECTIVE DATE:

HOW TO USE THE CLOCK

1. Scan your proximity card or enter your employee number
2. Place your enrolled finger on the reader
3. Select your job code and select continue
4. Perform clock operation needed:
 - Clock In / Clock Out
 - Change Job Code
 - Self Service



VIEW & APPROVE YOUR TIME

- You can view/approve your hours via the mobile app, web clock, or time clock.
- To approve your hours, you will need your employee number and pin number.



2020-2021 Calendar

July 2020				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27*	28*	29*	30*	31*

August 2020				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

**PHOENIX
PXU
UNION**

2020-2021 Calendar

First Semester | Important Dates

July 2020

Teacher In-service (Duty Day) Monday-Friday, July 27-31

August 2020

Classes Begin Monday, August 3

September 2020

Labor Day Monday, September 7

40th Day Monday, September 28

October 2020

End of 1st Term Friday, October 2

Fall Recess Monday-Friday, October 5-9

November 2020

Veterans Day Wednesday, November 11

Thanksgiving Day Thursday, November 26

Thanksgiving Recess (No Classes) Friday, November 27

December 2020

Semester Exams Tuesday-Thursday, Dec. 15-17

End of 2nd Term/1st Semester Report Prep. Thursday, December 17

Winter Recess Friday-Friday, Dec. 18-Jan. 1

Second Semester | Important Dates

January 2021

Classes Begin Monday, January 4

100th Day Friday, January 15

MLK/Civil Rights Day Monday, January 18

February 2021

Presidents' Day Monday, February 15

March 2021

End of 3rd Term Friday, March 5

Spring Recess Monday-Friday, March 8-12

Cesar Chavez Recess Monday, March 29

May 2021

Senior Exams Friday, May 14

Semester Exams Tuesday-Wednesday, May 18-19

180th Day/Last Day of Classes Wednesday, May 19

(Look for final graduation ceremony schedule on our website)

Graduation Day Thursday, May 20

Duty Day (No Classes) Friday, May 21

Report Preparation (No Classes/Duty Day) Friday, May 21

End of 4th Term/2nd Semester Friday, May 21

Last Day of 9 Month Contracts Friday, May 21

Legal Holiday End of Term / Report Prep.

Teacher Inservice Examination Days

School Recess (students and all employees off)

Examination Day / Report Prep. / End of Term

Recess for Students, 9, 9.5 and appropriate 10-month employees

Number of Teaching Days		Count of Days	
Term 1 - 44 Days	8.3.20 - 10.2.20	Days Taught	180
Term 2 - 46 Days	10.12.20 - 12.17.20	Teacher Duty Days	187
Term 3 - 43 Days	1.4.21 - 3.5.21	Holiday & Recess Teacher	28
Term 4 - 47 Days	3.15.21 - 5.19.21	Holiday & Recess Student	30
	180 Days	* Duty Days	

Prepared by ITS on 02.28.2018 / Governing Board Approved on 11.01.2018 / Designed by PXU Marketing

GUIDELINES FOR TRAVEL REQUESTS

1. Traveler must have participated in previous District staff development in their content area.
2. Non-local travel must be for professional development that is not available locally.
3. Traveler must make a presentation for department members or the appropriate group, as requested, before reimbursement for travel expenses.
4. Travel will not be approved if the traveler has attended the same event within the previous year, unless there is special approval.
5. Information about the conference, meeting, etc., must be attached to the Travel Request with relevant conference sessions identified.
6. The Rationale for Conference Attendance must be attached to the Travel Request.

RATIONALE FOR CONFERENCE ATTENDANCE

(Attach to Travel Request)

Name _____ Content Area _____ School _____

Conference Title _____

What is your personal learning objective for attending this conference?

What direct positive effect will this have on student achievement?

What other conferences have you attended in this past year for which you submitted a travel request?
(Include: name, month/year, location (city/state), school days missed)

In what District professional development activities have you participated in the past three years?
(title/date)

Identify a group or groups to whom you will present your conference report.

Attach a conference preview and identify the sessions you will attend.

Frequently Asked Questions about the Travel Acknowledgment Form

Q: What is the difference between allowable travel expenses and compensation?

A: Travel expenses include but are not limited to things like registration costs, hotel expenses, meal costs and baggage fees. Reimbursement for travel expenses is determined based on current federal, state and District guidelines. Compensation is defined as wages earned or payment due when an employee performs their duties as contracted.

Q: How will employees know which kinds of trainings or professional development opportunities will be compensated or paid?

A: Training or professional development that occurs during the professional work day is already compensated or paid in accordance to the employee's contract. Paid training outside of the professional workday that is sponsored by District will be advertised as such. Trainings and professional development opportunities offered by non-District entities that are conducted outside of the professional workday and/or contract year (ie: Weekends, Fall Break, Winter Break, Spring Break and over the summer) will not be eligible for compensation.

Q: How will the District or site define the events as “not directly or directly” related to an employee’s “current job[s]?”

A: Each travel request for training will be evaluated on a case by case basis. Evaluation criteria will include but not be limited to the employee's current work assignment, certification needs, coaching or sponsorship roles, personal career goals and alignment to District/campus initiatives.

Q: How will an employee know if the training is a paid/non-paid opportunity?

A: Trainings, workshops and professional development sponsored by the District are currently advertised as paid or for professional growth (unpaid). The statement of paid hours or professional growth occurs when the training is announced and is reflected in Career Track as well as on the printed material. When an employee attends training, professional development or a workshop during their professional workday or after school in their capacity as a paid coach, paid sponsor, instructional leader, etc., compensation has already been realized for the time the employee has spent in training. ***If there are questions about compensation, participants are encouraged to contact the District trainer in charge of the event for clarification.*** The District will not be responsible for compensating individuals for time outside of their professional workday for time spent in Non-District conducted training and/or professional development events.

Q: How will attendance at training or professional development relate to use of personal leave days?

A: When an employee requests to attend an event that takes place during their professional work day, a travel request must be submitted. If this request is approved by their immediate supervisor and at the District office and has been deemed job related (ie: Training, professional development, coaching, club or class sponsor, etc.) the employee is not required to use any personal leave days. The absence is recorded in the Absent Reporting system as “School Business”.

Q: What should be placed on the travel acknowledgement form if the travel is related to coaching, club or class sponsorship, class field trip, Academic Decathlon, AVID activities, etc. rather than training or professional development?

A: The traveler completing the trip request should note the purpose of the travel is unrelated to job training or professional development on the travel acknowledgement form and sign the form by the statement that they make. The principal is to review this statement as will the District designee.

Q: What should the principal and or designee do when an employee refuses to sign the Travel Acknowledgement Form?

A: The principal and or designee should note what the event is that requires travel for the employee on the travel acknowledgement form (ie: training, coaching duties, professional development, etc.) as well as the date/time that the employee was given the opportunity to complete and sign the form. The principal/designee will then sign that the information was presented to the employee. The completed document will accompany the travel request for review by the District Office.



Preparing Every Student for Success in College, Career and Life

PHOENIX UNION HIGH SCHOOL DISTRICT #210
EMPLOYEE TRAVEL ACKNOWLEDGEMENT 2020 - 2021

I _____ (print your name) hereby acknowledge the following:

- I understand that when the purpose of my travel is for training, professional development or to attend a conference and is outside my professional work day and/or contract time or period of time), I will not be paid by the District for my attendance at the off-site, non-District lectures, meeting, conference, professional development or training program.
- I understand that if my attendance at this unpaid District offering or non-District training, professional development, lecture or conference is outside of my professional work day and/or contract time, I will not be compensated additionally for performing any work related to my current job while at the event
- Further, by signing this document, I acknowledge that my attendance at the unpaid District offering or non-District training, professional development, lecture or conference is completely voluntary.
- In the event that the travel is a result of a grant or other non-District funding source which requires compensation, I will be compensated on the basis of the requirements of said funding source.

Pursuant to Policy G-4611 | GCL-R, if the training, conference, or lecture is approved for professional growth credit, the District will grant me said professional growth for my attendance at the program and pay for my allowable expenses per District policy and procedures.

Dated this day of _____, 20_____

EMPLOYEE SIGNATURE

Phoenix Union High School District

Work Location

Travel Office

PHOENIX UNION HIGH SCHOOL DISTRICT IN-CITY TRAVEL REIMBURSEMENT GUIDELINES

Phoenix Union High School District employees authorized to travel within the city (Phoenix) up to 35 miles from their designated duty post (school). For travel guidelines beyond 35 miles, refer to the In-State Travel Guidelines.

WHAT REIMBURSEMENTS AM I ELIGIBLE TO CLAIM?

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

TRANSPORTATION: Reimbursement is based on actual mileage from the traveler's residence or designated duty post (school), whichever is the **shorter** distance. The reimbursement rate for privately-owned vehicles shall be as set by the State Department of Administration and is based on actual odometer readings. Travel from school to school will be based on the District Mileage Chart regardless of odometer readings. Mileage Charts are available from the Controller's Office, CEE 4th floor. Mileage claims for use of privately owned vehicles shall specify exact street address and city in the "Departed From" and "Arrived At" columns on the claim form (unless using the District Mileage Chart). The traveler must have current vehicle insurance and a valid Arizona driver's license, both verified by the Administrator.

LODGING AND MEALS are not allowed for in-city travel: (within 35 miles of the traveler's designated duty post) except for club sponsors chaperoning students. Club sponsors should follow Student Activity Guidelines.

HOW DO I FILE A CLAIM?

BEFORE YOU TRAVEL:

1. Be sure you have your Administrator's approval for mileage reimbursement.
2. Be sure your Administrator has proof of your valid Arizona driver's license and current vehicle insurance.

DURING / AFTER TRAVEL:

1. Keep accurate odometer readings and addresses of destinations.
2. Fill out a Mileage Claim form following instructions. **Check your math.** Forms will be returned to you if odometer readings do not add up. This will delay your payment.
3. Submit **original** claim form **once a month** to the Business Office, CEE 4th floor (do not send copies). **Sign it and have your Administrator sign it.** District Office staff must have forms signed by their Supervisor. Principals must have forms signed by the Executive Director for Instruction. Keep a copy for your records.
4. Travel claims must be submitted for reimbursement within 30 days of your return from travel. In no event can reimbursements be made after August 31st following the fiscal year in which the travel took place.

All reimbursements shall be made in accordance with Board policy and State of Arizona guidelines. A complete copy of these guidelines is available in your Principal's Office.

**PHOENIX UNION HIGH SCHOOL DISTRICT
IN-STATE OUT-OF-TOWN TRAVEL GUIDELINES**

Phoenix Union High School District employees authorized to travel more than 35 miles from their designated duty post (school).

WHAT REIMBURSEMENTS AM I ELIGIBLE TO CLAIM?

LODGING: In a commercial establishment, not someone's residence. The amount reimbursed will be determined by using the Reimbursement Rate Index. This information is available in the Principal's Office or with your Floor Manager. If the traveler stays at a designated conference hotel whose rates exceed the maximum allowed, the actual cost of the room can be claimed if a conference brochure showing the hotel name and rate is submitted with the Travel Claim form. Without the brochure, the maximum rates on the state-approved list will be paid. **Original** receipts from the commercial establishment are required for reimbursement. Credit card receipts will not be accepted. When a room is shared by two or more travelers, each traveler must obtain a separate **original** lodging receipt for each traveler's portion of the lodging cost. The total of the two (or more) lodging receipts cannot exceed the total lodging cost. Travelers should request separate receipts **in advance**, upon registration, from the lodging establishment.

TRANSPORTATION: Reimbursement is limited to expense of travel by the most direct and usually traveled route; by the most economical means of transport. The reimbursement rate for privately-owned vehicles is set by the State Department of Administration. When travel begins or ends at the individual's residence, mileage shall be computed from the residence or designated duty post, whichever is the **shortest** distance. The traveler must have current vehicle insurance and a valid Arizona driver's license, both verified by the Administrator.

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

MEALS: Receipts for meals are not required. Reimbursement will be paid according to the Reimbursement Rate Index, on file in the Principal's Office or with your Floor Manager. **Maximum daily rate allowed: \$29.50**

Breakfast Only when travel starts on or before 6:00a.m. and the traveler's normal workday is extended by 2 hours. Maximum allowed is \$7.

Lunch Only when traveler is in travel status for 6 hours or more and travel starts on or before 11:00a.m. and ends at or after 2:00p.m. Maximum allowed is \$7.50.

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

Travelers are not entitled to meal reimbursement when meals are provided free or for meals on an airplane or if included in registration fees.

NOTE: When an employee is entitled to reimbursement for 3 consecutive meals and is in overnight travel status for 24 consecutive hours, the amount expended for any particular meal is left to his/her discretion. The total for all meals and incidentals claimed may be shown as a lump sum per day. Refer to the copy of the Reimbursement Rate Index in the Principal's Office or with your Floor Manager.

HOW DO I FILE A CLAIM?

BEFORE THE TRIP:

1. Fill out a Travel Request Form and have it signed by your Administrator. Forward your Travel Request form to the CEE Travel Office, 3rd floor, for processing. Be sure all budget codes are included and are accurate and that all information requested has been completed. **The total cost of the trip noted on your Travel Request form is the maximum you may claim, regardless of the actual expenses you incur. Make sure it is estimated appropriately.**
2. If registration is to be paid totally by the District through a purchase order, **attach original requisition** to your Travel Request form and forward to the CEE Travel Office, 3rd floor. Purchase orders will not be issued without the approved Travel Request form. Please allow at least 3 weeks for purchase order to be processed.

AFTER THE TRIP:

1. Travel claims must be submitted for reimbursement within 30 days of your return from travel. In no event can reimbursements be made after August 31st following the fiscal year in which the travel took place.
2. Fill out a Travel Claim form listing each day separately with expenses listed by day. Attach all original receipts and conference brochure. Sign the Travel Claim form and have your Administrator also sign it. Principals must have their claim signed by the Executive Director for Instruction and Accountability. Keep a copy for your records. Send all paperwork to the CEE Business Office, 4th floor. If the form is not completed correctly, it will be returned to you, which will delay payment.
3. If the actual expenses claimed exceeds the amount on your approved Travel Request form, you may file an **amended** Travel Request form and send it to the CEE Travel Office, 3rd floor. Note on your Travel Claim form that you have filed an amended Travel Request. Your claim will be held in the Business Office until your amended Travel Request has been approved. This will significantly delay your reimbursement.

All reimbursements shall be made in accordance with Board policy and State of Arizona guidelines. A complete copy of these guidelines is available in your Principal's Office.

**PHOENIX UNION HIGH SCHOOL DISTRICT
OUT-OF-STATE TRAVEL GUIDELINES**

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

WHAT REIMBURSEMENTS AM I ELIGIBLE TO CLAIM?

LODGING: In a commercial establishment, not someone's residence. The amount reimbursed will be determined by the Reimbursement Rate Index. This information is available in the Principal's Office or with your Floor Manager. If the traveler stays at a designated conference hotel whose rates exceed the maximum allowed, the actual cost of the room can be claimed if a conference brochure showing the hotel name and rate is submitted with the Travel Claim form. Without the brochure, the maximum rates on the state-approved list will be paid. **Original** receipts from the commercial establishment are required for reimbursement. Credit card receipts will not be accepted. When a room is shared by two or more travelers, each traveler must obtain a separate **original** lodging receipt for each traveler's portion of the lodging cost. The total of the two (or more) lodging receipts cannot exceed the total lodging cost. Travelers should request separate receipts **in advance**, upon registration, from the lodging establishment.

TRANSPORTATION: Reimbursement is limited to expense of travel by the most direct and usually traveled route; by the most economical means of transport.

Airfare will be reimbursed upon submission of the duplicate ticket (traveler's copy) with the Travel Claim form. If you do not keep this copy, you must obtain written verification from the airline.

Private vehicles may be driven out of state within a 100 mile radius from the state border. Reimbursement will be paid at the state approved mileage rate based on accurate odometer readings unless airfare is less expensive. In that case, the lowest airfare amount will be paid—**not** the mileage.

Note: Mexican insurance cannot be reimbursed.

Car rental may be approved upon submission of a letter justifying why it would be to the District's advantage to rent a vehicle. The letter must be signed by the person requesting the rental and by his/her Administrator. This letter must be submitted with the Travel Request form or car rental request will be automatically denied. **Original** car rental receipt must be submitted. Credit card receipts will not be accepted.

Taxis, shuttles and buses are reimbursable and receipts are not required.

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

MEALS: Receipts for meals are not required. Reimbursement will be paid according to the Reimbursement Rate Index, on file in the Principal's Office or with your Floor Manager.

<u>Breakfast</u>	Only when travel starts on or before 6:00a.m. and the traveler's normal workday is extended by 2 hours. Range is \$7.00 to \$9.50.
<u>Lunch</u>	Only when traveler is in travel status for 6 hours or more and travel starts on or before 11:00a.m. and ends at or after 2:00p.m. Range is \$7.50 to \$10.00.
<u>Dinner</u>	Only when travel extends to 8:00p.m. or beyond and the traveler extends his normal workday by more than 3 hours. Range is \$15.00 to \$20.50.

Travelers are not entitled to meal reimbursement when meals are provided free or for meals on an airplane or if included in registration fees.

NOTE: When an employee is entitled to reimbursement for 3 consecutive meals and is in overnight travel status for 24 consecutive hours, the amount expended for any particular meal is left to his/her discretion. The total for all meals and incidentals claimed may be shown as a lump sum per day.

HOW DO I FILE A CLAIM?

BEFORE THE TRIP:

1. Fill out a Travel Request Form and have it signed by your Administrator. Forward your Travel Request form to the CEE Travel Office, 3rd floor, for processing. Be sure all budget codes are included and are accurate and that all information requested has been completed. **The total cost of the trip noted on your Travel Request form is the maximum you may claim, regardless of the actual expenses you incur. Make sure it is estimated appropriately.**
2. The Travel Request form will be submitted to the Governing Board for approval. **Travel may not occur prior to Board approval.** Once approval by the Board has been granted, you will be sent a copy of your approved Travel Request form.
3. If registration is to be paid totally by the District through a purchase order, **attach original requisition** to your Travel Request form and forward to the CEE Travel Office, 3rd floor. Purchase orders will not be issued without the approved Travel Request form. Please allow at least 3 weeks for purchase order to be processed.

AFTER THE TRIP:

1. Travel claims must be submitted for reimbursement within 30 days of your return from travel. In no event can reimbursements be made after August 31st following the fiscal year in which the travel took place.
2. Fill out a Travel Claim form listing each day separately with expenses listed by day. Attach all original receipts and conference brochure. Sign the Travel Claim form and have your Administrator also sign it. Principals must have their claim signed by the Executive Director for Instruction and Accountability. Keep a copy for your records. Send all paperwork to the CEE Business Office, 4th floor. If the form is not completed correctly, it will be returned to you, which will delay payment.
3. If the actual expenses claimed exceeds the amount on your approved Travel Request form, you may file an **amended** Travel Request form and send it to the CEE Travel Office, 3rd floor. Note on your Travel Claim form that you have filed an amended Travel Request. Your claim will be held in the Business Office until your amended Travel Request has been approved. This will significantly delay your reimbursement.

**PHOENIX UNION HIGH SCHOOL DISTRICT
TRAVEL CLAIM FORM INSTRUCTIONS**

SECTION 1 – DEPARTURE AND ARRIVAL

- Day 1 Fill in date, time, place of departure (normally Phoenix, AZ) and date, time, place of Arrival.
- Day 2, 3, etc. If this is not the Departure day for your return to Phoenix, list the date, city and state you stayed in and fill in Sections 2-5 of the claim, itemizing expenses for that day.
 If this is the day of your Departure, list the date, time, place of Departure and date, time, place of Arrival (normally Phoenix, AZ). **BE SURE TO SPECIFY A.M. OR P.M. ON TRAVEL TIMES.**
- DATES MUST MATCH THOSE APPROVED ON YOUR TRAVEL REQUEST FORM.

SECTION 2 – PRIVATE VEHICLE USE

If a privately-owned vehicle was used, write your Auto License number in the appropriate space at the upper right-hand corner of the claim form. Fill in actual odometer readings and total mileage for each day claimed. List each day separately. You **cannot** claim gasoline **and** mileage. Mileage covers both gasoline and the use of the car.

SECTION 3 – MEALS AND LODGING

Meals may be claimed as a lump sum per day but must be listed by day.

Rates range from \$29.50 to \$40 per day based on location of travel – Travel Guidelines and Meals/Lodging Index*.

Receipts are not required for meals.

ORIGINAL HOTEL RECEIPTS ARE REQUIRED – CREDIT CARDS ARE NOT ACCEPTABLE. Lodging amounts **only**, including tax, must be listed for each day. Lodging amounts will be reimbursed based on state-approved guidelines. Attach ORIGINAL receipts. If traveler stays at a conference hotel, attach a copy of the conference brochure showing the hotel name and rate.

Lodging and meals are not allowed for in-city travel.

SECTION 4 – TRANSPORTATION

ORIGINAL PASSENGER COPY OF AIRLINE TICKET IS REQUIRED. CREDIT CARD RECEIPTS ARE NOT ACCEPTABLE.

Airline ticket amount should be listed in the Transportation Column under DAY 1. Other allowable transportation: taxis, buses, limos, shuttles, must be identified and itemized by day. Receipts are not required.

Car rental may be approved upon submission of a letter justifying why it would be to the District's advantage to rent a vehicle. The letter must be signed by the person requesting the rental and by his/her Administrator. This letter must be submitted with the Travel Request form or car rental request will be automatically denied. **Original** car rental receipt must be submitted. **Credit card receipts will not be accepted.**

SECTION 5 – OTHER ALLOWABLE EXPENSES

Itemize other expenses by day and identify each one with a footnote explaining what it was for. Examples include: business phone calls, parking, registration fees. **ORIGINAL RECEIPTS ARE REQUIRED.**

Total all expenses at the bottom of the form for a grand total to be claimed.

TRAVEL PURPOSE – Fill in the conference, seminar, meeting, etc. attended.

Sign and date your claim and have your Principal/Administrator sign on the approval line. Principals must have the Executive Director for Instruction and Accountability sign their claims.

Send original claim form, original receipts, and a copy of your travel request form to the CEE Business Office, 4th floor. Keep a copy for your records.

TRAVEL CLAIMS MUST BE SUBMITTED FOR REIMBURSEMENT WITHIN 30 DAYS OF YOUR RETURN FROM TRAVEL. IN NO EVENT CAN REIMBURSEMENTS BE MADE AFTER AUGUST 31ST FOLLOWING THE FISCAL YEAR IN WHICH THE TRAVEL TOOK PLACE.

* All reimbursements shall be made in accordance with Board policy and State of Arizona guidelines. A complete copy of these guidelines is available in your Principal's Office or with your Floor Manager.

APPENDIX D9

Phoenix Union High School District No. 210

Travel Expense Claim

Traveler's Name
Mailing Address:
School/Unit:
Traveled By:

☐ Common Carrier Transportation
☐ Other

Telephone No.

WK
HM

Today's Date
Accounting Code (s)
Reimburse Req.#

☐ Personal Car: License No.
☐ School District Vehicle: Vehicle No.

		SECTION 1				SECTION 2			SECTION 3		SECTION 4	SECTION 5
		Departed From		Arrived At		Private Vehicle Mileage Odometer Reading			Attach ORIGINAL Lodging Receipts		Airfare, Taxi, Bus, Shuttle	Itemized Other Allowable
	Date	Place	Time	Place	Time	Start	End	Mileage	Meals	Lodging	Transportation	Expenses
Day 1												
Day 2												
Day 3												
Day 4												
Day 5												
Day 6												
Day 7												
Total Miles						x Mileage Rate		¢				
Subtotals									\$	\$	\$	\$
Purpose of Travel												GRAND TOTAL
												\$

I hereby certify that the travel and/or per diem recorded herein was accomplished in the performance of official duties; that the information given is true in all respects and that no claim against the District has before been made for any part thereof, or paid from any source funding.

Signature of Traveler

Date

Approval of Authorized Official

Date

APPENDIX E1

PHOENIX UNION HIGH SCHOOL DISTRICT 2020-21 School Year 9, 9.5 & 10 Month Support Staff Positions									
Position/Description			9-Month Most Common Schedule same as teacher contract 7/27/20 - 5/21/21 (214 days) Nonpaid 12/18/20* Paid 5-Day Fall Break**	9-Month PE/Ath Equip Mgr, Community Asst. & Records Clerk 7/21/20 - 5/14/21 (214 days) Paid 5-Day Fall Break**	9.5-Month Most Community Liaison & Student Liaison Staff 7/21/20 - 5/28/21 (224 days) Paid 5-Day Fall Break**	10-Month Custodian Staff Only Early Start 7/11/20 - 5/24/21 (234 days) Paid 5-Day Fall Break**	10-Month 2 Weeks Before / 2 Weeks After Teacher Contract 7/14/20 - 6/04/21 (234 days) Paid 5-Day Fall Break**	10-Month 3 Wks Before Teacher Contract 7/6/20 - 5/27/21 (234 days) Paid 5-Day Fall Break**	10-Month Custodian Staff Only Late Start 7/27/20 - 6/18/21 (234 days) Nonpaid 12/18/20* Paid 5-Day Fall Break**
PAY PERIOD	PAY DATE	DATE RANGE							
1	07/21/20	07/01/20 - 07/10/20				First 20/21 Check (8-day check) Direct Deposit Available		First 20/21 Check (5 Day Check) Direct Deposit Available	
2	08/04/20	07/11/20 - 07/24/20		First 20/21 Check (4 Day Check) Direct Deposit Available	First 20/21 Check (4 Day Check) Direct Deposit Available		First 20/21 Check (9-day check) Direct Deposit Available		
3	08/18/20	07/25/20 - 08/07/20	First 20/21 Check (10-day check) Direct Deposit Available Flex Deductions Start Most Voluntary Deductions Begin	Flex Deductions Start Most Voluntary Deductions Begin	Flex Deductions Start Most Voluntary Deductions Begin	Flex Deductions Start Most Voluntary Deductions Begin	Flex Deductions Start Most Voluntary Deductions Begin	Flex Deductions Start Most Voluntary Deductions Begin	First 20/21 Check (10-Day Check) Direct Deposit Available Flex Deductions Start Most Voluntary Deductions Begin
4	09/01/20	08/08/20 - 08/21/20	Performance Based Pay	Performance Based Pay	Performance Based Pay	Performance Based Pay	Performance Based Pay	Performance Based Pay	Performance Based Pay
5	09/15/20	08/22/20 - 09/04/20							
6	09/29/20	09/05/20 - 09/18/20							
7	10/13/20	09/19/20 - 10/02/20							
8	10/27/20	10/03/20 - 10/16/20							
9	11/10/20	10/17/20 - 10/30/20							
10	11/24/20	10/31/20 - 11/13/20							
11	12/08/20	11/14/20 - 11/27/20							
12	12/22/20	11/28/20 - 12/11/20							
13	01/05/21	12/12/20 - 12/25/20	9-day check*						9-day check*
14	01/19/21	12/26/20 - 01/08/21							
15	02/02/21	01/09/21 - 01/22/21							
16	02/16/21	01/23/21 - 02/05/21							
17	03/02/21	02/06/21 - 02/19/21							
18	03/16/21	02/20/21 - 03/05/21							
19	03/30/21	03/06/21 - 03/19/21							
20	04/13/21	03/20/21 - 04/02/21							
21	04/27/21	04/03/21 - 04/16/21							
22	05/11/21	04/17/21 - 04/30/21	Last Flex Deduction	Last Flex Deduction	Last Flex Deduction	Last Flex Deduction	Last Flex Deduction	Last Flex Deduction	Last Flex Deduction
23	05/25/21	05/01/21 - 05/14/21	Last 20/21 Check (10 Day Check) 20 Pay = 1 Biweekly Check 26 Pay = 5 Biweekly Checks Direct Deposit Available Most Voluntary Deductions End	Last 20/21 Check (10 Day Check) 20 Pay = 1 Biweekly Check 26 Pay = 5 Biweekly Checks Direct Deposit Available Most Voluntary Deductions End	Last 20/21 Check (10-day check) 20 Pay = 1 Biweekly Check 26 Pay = 5 Biweekly Checks Direct Deposit Available Most Voluntary Deductions End	Last 20/21 Check (8-day check) 20 Pay = 1 Biweekly Check 26 Pay = 4 Biweekly Checks Direct Deposit Available Most Voluntary Deductions End	Last 20/21 Check (9-day check) 20 Pay = 1 Biweekly Check 26 Pay = 3 Biweekly Checks Direct Deposit Available Most Voluntary Deductions End	Last 20/21 Check (9-day check) 20 Pay = 1 Biweekly Check 26 Pay = 3 Biweekly Checks Direct Deposit Available Most Voluntary Deductions End	Last 20/21 Check (5-day check) 20 Pay = 1 Biweekly Check 26 Pay = 3 Biweekly Checks Direct Deposit Available Most Voluntary Deductions End
24	06/08/21	05/15/21 - 05/28/21	Last 20/21 Check (5-day check) 20 Pay = 1 Biweekly Check 26 Pay = 5 Biweekly Checks Direct Deposit Available		Last 20/21 Check (10-day check) 20 Pay = 1 Biweekly Check 26 Pay = 5 Biweekly Checks Direct Deposit Available	Last 20/21 Check (8-day check) 20 Pay = 1 Biweekly Check 26 Pay = 4 Biweekly Checks Direct Deposit Available		Last 20/21 Check (9-day check) 20 Pay = 1 Biweekly Check 26 Pay = 3 Biweekly Checks Direct Deposit Available	
25	06/22/21	05/29/21 - 06/11/21					Last 20/21 Check (5-day check) 20 Pay = 1 Biweekly Check 26 Pay = 3 Biweekly Checks Direct Deposit Available		
26	07/06/21	06/12/21 - 06/25/21							Last 20/21 Check (5-day check) 20 Pay = 1 Biweekly Check 26 Pay = 3 Biweekly Checks Direct Deposit Available
27	07/20/21	06/26/21 - 06/30/21							

* Specific employee groups are starting one day earlier than usual, this day is "swapped" for 12/18/20, which is now considered a nonpaid break. ** Fall Break is now a paid recess for 9, 9.5 & 10 Month support staff hourly positions; workday only for 12-Months.

PHOENIX UNION HIGH SCHOOL DISTRICT 2020-21 School Year All 12-Month Positions				
Contract Details			7/1/20 - 6/30/21 (261 Days)	Recesses & Holidays
PAY PERIOD	PAY DATE	DATE RANGE		
1	07/21/20	07/01/20 - 07/10/20	First 20/21 Work Agreement Check (8-Day Pay) Direct Deposit Available	Independence Day 7/3
2	08/04/20	07/11/20 - 07/24/20	Most Voluntary Deductions Start	
3	08/18/20	07/25/20 - 08/07/20	Flex Deductions Start	
4	09/01/20	08/08/20 - 08/21/20	Performance Based Pay	
5	09/15/20	08/22/20 - 09/04/20		Labor Day 9/7
6	09/29/20	09/05/20 - 09/18/20		
7	10/13/20	09/19/20 - 10/02/20		
8	10/27/20	10/03/20 - 10/16/20		No Fall Break Recess
9	11/10/20	10/17/20 - 10/30/20		
10	11/24/20	10/31/20 - 11/13/20		Veterans Day 11/11
11	12/08/20	11/14/20 - 11/27/20		Thanksgiving 11/26-11/27
12	12/22/20	11/28/20 - 12/11/20	Charity & Extra Curricular for 2020 End	
13	01/05/21	12/12/20 - 12/25/20	Charity & Extra Curricular for 2021 Begin	Winter Break 12/21-12/25/20
14	01/19/21	12/26/20 - 01/08/21		Winter Break 12/28-1/1/21
15	02/02/21	01/09/21 - 01/22/21		ML King Day 1/18
16	02/16/21	01/23/21 - 02/05/21		
17	03/02/21	02/06/21 - 02/19/21		Presidents Day 2/15
18	03/16/21	02/20/21 - 03/05/21		
19	03/30/21	03/06/21 - 03/19/21		Spring Recess 3/8-3/12
20	04/13/21	03/20/21 - 04/02/21		Cesar Chavez 3/29
21	04/27/21	04/03/21 - 04/16/21		
22	05/11/21	04/17/21 - 04/30/21	Last Flex Deduction	
23	05/25/21	05/01/21 - 05/14/21		
24	06/08/21	05/15/21 - 05/28/21		Memorial Day 5/31
25	06/22/21	05/29/21 - 06/11/21	Most Voluntary Deductions End	
26	07/06/21	06/12/21 - 06/25/21		
27	07/20/21	06/26/21 - 06/30/21	Final 20/21 Work Agreement Check (3-Day Check) Direct Deposit Available	

PHOENIX UNION HIGH SCHOOL DISTRICT 2020-21 School Year Food Service Staff Positions					
Position/Description			Cook, Kitchen Staff, Truck Driver & Grill Specialist	Most Other Food Service Staff	Part Time Food Service Worker
Contract Details			7/27/20 - 5/19/21 (212 days) Nonpaid 12/18/20 * Paid 5-Day Fall Break**	7/23/20 - 5/21/21 (217 days) Paid 5-Day Fall Break**	7/30/20 - 5/19/201 (182 days) Breaks and Holidays are Non-Paid
PAY PERIOD	PAY DATE	DATE RANGE			
1	07/21/20	07/01/20 - 07/10/20			
2	08/04/20	07/11/20 - 07/24/20		First 20/21 Work Agreement Check (2 Day Check) Direct Deposit Available	
3	08/18/20	07/25/20 - 08/07/20	First 20/21 Work Agreement Check (10-Day Check) Direct Deposit Available Flex Deductions Start Most Voluntary Deductions Start	Flex Deductions Start Most Voluntary Deductions Start	First 20/21 Work Agreement Check (7-Day Check) Direct Deposit Available
4	09/01/20	08/08/20 - 08/21/20	Performance Based Pay	Performance Based Pay	
5	09/15/20	08/22/20 - 09/04/20			
6	09/29/20	09/05/20 - 09/18/20			9-day check
7	10/13/20	09/19/20 - 10/02/20			
8	10/27/20	10/03/20 - 10/16/20			5-day check
9	11/10/20	10/17/20 - 10/30/20			
10	11/24/20	10/31/20 - 11/13/20			9-day check
11	12/08/20	11/14/20 - 11/27/20			8-day check
12	12/22/20	11/28/20 - 12/11/20			
13	01/05/21	12/12/20 - 12/25/20	9-day check*		4-day check
14	01/19/21	12/26/20 - 01/08/21			5-day check
15	02/02/21	01/09/21 - 01/22/21			9-day check
16	02/16/21	01/23/21 - 02/05/21			
17	03/02/21	02/06/21 - 02/19/21			9-day check
18	03/16/21	02/20/21 - 03/05/21			
19	03/30/21	03/06/21 - 03/19/21			5-day check
20	04/13/21	03/20/21 - 04/02/21			9-day check
21	04/27/21	04/03/21 - 04/16/21			
22	05/11/21	04/17/21 - 04/30/21	Last Flex Deduction	Last Flex Deduction	
23	05/25/21	05/01/21 - 05/14/21	Most Voluntary Deductions End	Most Voluntary Deductions End	
24	06/08/21	05/15/21 - 05/28/21	Final 20/21 Work Agreement Check (3-day check) 20 Pay = 1 Biweekly Check 26 Pay = 5 Biweekly Checks Direct Deposit Available	Final 20/21 Work Agreement Check (5-day check) 20 Pay = 1 Biweekly Check 26 Pay = 4 Biweekly Checks Direct Deposit Available	Final 19/20 Work Agreement Check (3-day check) Direct Deposit Available
25	06/22/21	05/29/21 - 06/11/21			
26	07/06/21	06/12/21 - 06/25/21			
27	07/20/21	06/26/21 - 06/30/21			

* Specific employee groups are starting one day earlier than usual, this day is "swapped" for 12/18/20, which is now considered a nonpaid break.

** Fall Break is now a paid recess for 9, 9.5 & 10 Month support staff hourly positions; workday only for 12-Months

Phoenix Union High School District #210
Direct Deposit Authorization

Employee Name: _____

Campus/Site: _____

Social Security Number or Employee Number: _____

Information for Net Check Amount:☐

Start New Direct Deposit

☐

Change Existing Direct Deposit

☐

Stop/Cancel Direct Deposit

Bank/Financial Institution/Credit Union Name: _____

Account Number: _____

Type of Account: ☐ Checking☐

Savings

Information for Flat Dollar Amount per Pay Check:

Amount per Pay Check \$ _____

☐

Start New Direct Deposit

☐

Change Existing Direct Deposit

☐

Stop/Cancel Direct Deposit

Bank/Financial Institution/Credit Union Name: _____

Account Number: _____

Type of Account: ☐ Checking☐

Savings

I hereby authorize the Phoenix Union High School District to initiate credit/debit entries to my/our account indicated above, and the depository named above to credit/debit the same to/from such account. This authority is to remain in full force and effect until the District has received written notification from me of its termination. I understand that my participation in this program will be terminated if my wages are garnished or assigned, or if I am in nopay status.

I understand that it is illegal to write checks on an account with insufficient funds, therefore I will acknowledge receipt of my direct deposit advice and verify the amount, each pay period, or verify with my financial institution that such monies have been deposited.

I understand that I will receive actual checks for at least one pay period, while my bank and account information is verified by pre-note through the District's processing bank. I understand that direct deposit is not available at the beginning and end of my contract period, as indicated on the payroll schedules.

Date: _____

Signed: _____

You must attach one of the following, referencing employee name and account number:

- ✓ Voided check
- ✓ Copy of a check
- ✓ Official letter from the financial institution

Establishing a Change of Name Guidelines

1. A change in an employee's name is important to the employee's HR and pay records, Arizona Department of Education certification record, and social security earnings.
2. Before an employee submits a name change to the District, the employee must complete the steps below.
 - a. Initiate a name change through a local Social Security Office. At the time of the printing, information could be located at <http://www.socialsecurity.gov>.
 - b. Initiate a name change through the Department of Motor Vehicles. Your Driver's License or State Identification card is to reflect your new name.
 - c. If the employee's position requires an Arizona teaching/Administrative certificate, then initiate a name change through the Arizona Department of Education at <http://www.ade.az.gov/certification/downloads/duplicateornamechange.pdf>.
 - d. If the employee require an Arizona teaching/Administrative certificate, then a new IVP fingerprint card (FPC) will need to be updated with the new name as well.
3. When the employee has received the following, employee will submit to the Assistant to the Principal at her/his unit:
 - a. a new social security card,
 - b. a new Driver's License or State ID
 - c. the new Arizona teaching/Administrative certificate and IVP FPC (if applicable)
 - d. The Assistant to the Principal will make a copy of all the documents that are apply depending on employee's position.
4. The employee will complete the Employee Information Update form. These forms are available in the Assistant to the Principal's office. The employee's name and social security number must be entered exactly as shown on the new social security card. The Assistant to the Principal will verify this information at the time the form is submitted to Talent Division.
5. The Assistant to the Principal will do the following.
 - a. Retain a copy of the Employee Information Update form in the unit files.
 - b. Send the original Employee Information Update form, along with copies of all documents to the Talent Division.
6. An employee who attempts to submit the Employee Information Update form will be referred back to her/his unit.

APPENDIX G2



PHOENIX UNION HIGH SCHOOL DISTRICT #210 EMPLOYEE INFORMATION UPDATE

CURRENT EMPLOYEE PERSONAL INFORMATION

Current Last Name*:		Current First Name*:		Employee ID #:
Former Last Name*:		Former First Name*:		Work Site:
Middle Initial*:	Suffix (only JR,SR,II, III, IV):	Home Phone Number:	Social Security #:	
Home Address:				
City:			State:	Zip+4:

* Change in name requires copy of Social Security Card, and Certificate/Licensure.

SECONDARY & ADDITIONAL INFORMATION

Alternate Address:				
City:		State:		Zip+4:
Preferred Contact Phone Number:			Alternate Contact Phone Number:	
Personal Email Address:				Date of Birth:
Spouse Last Name:		Spouse First Name:		
Emergency Contact Name:		Emergency Contact Relationship:		Emergency Contact Phone Number:
District Email Address: @phxhs.k12.az.us				District Phone Extension:

IF APPLICABLE:

District Issued Cell Phone Number:	District Issued Pager Number:	Date Retired with ASRS:
------------------------------------	-------------------------------	-------------------------

EMPLOYMENT STATUS

<input type="checkbox"/> Active - Contract PUHSD Employee	<input type="checkbox"/> PUHSD Early Retiree	<input type="checkbox"/> PUHSD Retiree	<input type="checkbox"/> Volunteer
<input type="checkbox"/> Part-time/Temporary Employee	<input type="checkbox"/> PUHSD Student Employee	<input type="checkbox"/> Guest Teacher	

X _____
Signature

Date

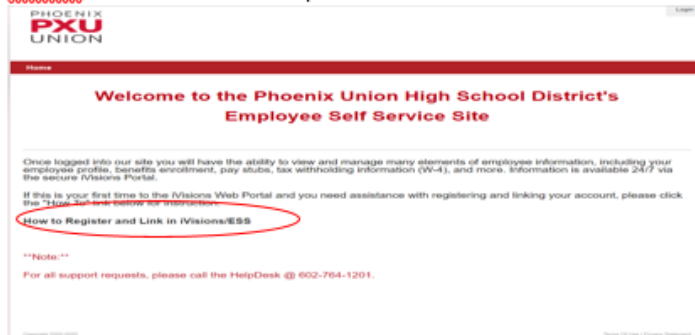
APPENDIX H

How do I log in into ESS and Link myself?

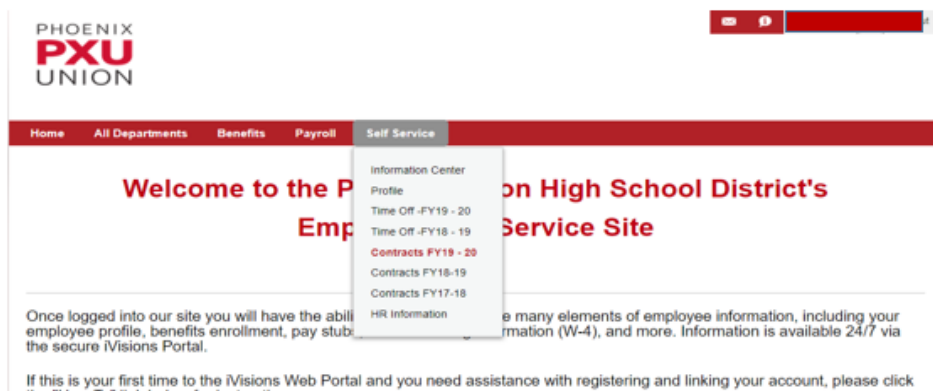
1. Go to www.phoenixunion.org
2. Select tab that says employees on drop down select iVisions/ESS



3. Login in to iVisions/ESS using same login credentials as you would use on your regular workstation.
4. Once in iVisions/ESS portal please look in the center of the page and select the "How to register and Link in iVisions/ESS. You will be series of questions and watch a brief video to link yourself to your information in the portal.



5. Once linked, select the tab that says Self Service. On the drop down select Contacts/work Agreements



6. Once there, please follow the steps by step instructions to view, accept or reject, print and select pay options (less than 12 month contracts)

APPENDIX I

Phoenix Union High School District
Talent Division
LINE OF AUTHORITY FOR CLASSIFIED EMPLOYEES
2020-2021 SCHOOL YEAR



Employee _____	Position _____
Unit _____	Department _____

Your line of authority appears below. It begins with your immediate supervisor and extends to the superintendent. Normally your immediate supervisor will direct you but anyone in your line of authority may direct you. In addition, in the absence of anyone from your line of authority the administrator in charge at the time may direct you. See the section on Line of Authority in the 2020-2021 CEA Negotiated Agreement for further information about the Line of Authority.

Name	Position/Area												
Superintendent	Dr. Chad E. Gestson Superintendent												
Chief Officers	Dr. Althe Allen Thea Andrade Sherry Celaya Michelle Gayles Isela Rivas Chief Development Officer Chief Achievement Officer Chief Financial Officer Chief Strategy Officer Chief of Staff												
Executive Directors	John Biera Gloria Butler Tony Camp Juvenal Lopez Alyssa Tarkington Laura Telles Leadership Finance Teaching & Learning Talent Student & Family Services Technology & Logistics												
Unit Supervisor													
Primary Administrator (Evaluator)													
Immediate Supervisor													
Your Contracted Hours per week as listed in Your Work Agreement are: _____ hours <i>*Procedures for reporting time less than full contracted hours per work agreement shall be followed. Professional Agreement Section 10-F, 10 I-1</i>													
Your Work Hours are from: _____ to _____ <i>*Requests for over-time or flex time should be done in accordance with Language in PA Section 11-A & 11-C respectively.</i>													
Your break/lunch is from _____ to _____													
Signatures: <table style="width: 100%;"> <tr> <td style="width: 30%;">Administrator</td> <td style="width: 40%; border-bottom: 1px solid black;"></td> <td style="width: 30%; border-bottom: 1px solid black;"></td> </tr> <tr> <td></td> <td style="text-align: center;">Signature</td> <td style="text-align: center;">Date Signed</td> </tr> <tr> <td>Employee</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td></td> <td style="text-align: center;">Signature</td> <td style="text-align: center;">Date Signed</td> </tr> </table>		Administrator				Signature	Date Signed	Employee				Signature	Date Signed
Administrator													
	Signature	Date Signed											
Employee													
	Signature	Date Signed											

PUHSD PAID OVERTIME OPT-OUT FORM

These Changes Are For _____ (School year)

Employee Name _____ PUHSD Employee ID# _____

Employee Job Title _____ Location _____

1. This form will allow the accrual of compensatory time (comp time) instead of paid overtime for hourly employees.
2. Comp time strictly refers to compensation for overtime worked (work over 40 hours in a normal work week). Comp time will be earned at 1.5 hours for every hour of overtime worked.
3. Form must be submitted to the payroll department before starting assignment at the beginning of any given school year.
4. Once the election is made, it is irrevocable for the remaining of the school year.
5. This form must be filled out/renewed yearly. Otherwise, paid overtime is the default for all employees.
6. Comp time will accrue to a maximum of 240 hours a year. If the maximum is reached, employee will begin to be paid for all overtime worked.
7. Comp time will NOT carry over from one year to the next.
8. Any comp time available at the end of the employee's assignment, will be paid before the end of the fiscal year.

I hereby agree to the provisions indicated above:

Employee Name (Please Print)

Supervisor Name (please print)

Employee's Signature and Date

Supervisor's Signature and Date

(To be valid, this form **MUST** be signed and dated by employee)

Send Completed and Signed Form to the Payroll Department before the First Day of Work in your Assignment

CEA PROFESSIONAL AGREEMENT FOR 2020-2021

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