

NEGOTIATED PROFESSIONAL AGREEMENT
FOR ADMINISTRATORS **2023-2024**



SCHOOLS OF OPPORTUNITY THAT WELCOME, LOVE AND INSPIRE ALL STUDENTS TO GO
PLACES AND DO THINGS THAT MATTER.

Phoenix Union High School District No. 210

Statement of Non-Discrimination

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

Title IX Coordinator
Ms. Bridget Lopez, Paralegal
4502 N. Central Ave
Phoenix, Arizona 85012
(602)-764-1509
blopez@phoenixunion.org

Section 504 Coordinator
Ms. Wendy Collison, ESS Director 4502
N. Central Ave
Phoenix, Arizona 85012
(602)764-1025
puhsd504coordinator@phoenixunion.org

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

Aviso Contra la Discriminación

Phoenix Unión High School District no discrimina en base a la raza, el color, la religión, el origen nacional, el sexo, la discapacidad, la edad, orientación sexual, identidad de género, expresión de género o estatus migratorio para la admisión y su acceso a sus programas, servicios, actividades, o en cualquier aspecto administrativo, y proporciona un acceso igualitario a los Boy Scouts y otros grupos de jóvenes designados. La falta del conocimiento del idioma inglés no debería ser una barrera para la admisión o participación en cualquiera de las actividades o los programas del Distrito. Phoenix Unión 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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PHOENIX UNION HIGH SCHOOL DISTRICT
CENTER FOR EDUCATIONAL EXCELLENCE
DISTRICT ADMINISTRATIVE OFFICES
4502 NORTH CENTRAL AVENUE
PHOENIX, ARIZONA 85012

GOVERNING BOARD

MS. NAKETA ROSS, PRESIDENT
MS. CEYSHE NAPA, CLERK
MS. LELA ALSTON, MEMBER
MS. JENNIFER HERNANDEZ, MEMBER
MR. AARON MARQUEZ, MEMBER
MS. SIGNA OLIVER, MEMBER
MS. STEPHANIE PARRA, MEMBER

SUPERINTENDENT

MS. THEA ANDRADE

INTEREST BASED NEGOTIATIONS TEAM

MS. SHERRY CELAYA, CHIEF FINANCIAL OFFICER
MS. GLORIA BUTLER, EXECUTIVE DIRECTOR
MR. MANUEL SILVAS, EXECUTIVE DIRECTOR
MS. LAURA E. TELLES, EXECUTIVE DIRECTOR
MS. LETICIA AVALOS, ADMINISTRATORS ASSOCIATION, PRESIDENT
MS. CHANDRA ALEXANDER, PRINCIPAL
MS. VANESSA CASILLIAS, PRINCIPAL
MR. JOHN DOHERTY, PRINCIPAL
MS. MELISSA JACKSON, DIRECTOR, CTE
MS. CYNTHIA TERCERO, FAMILY AND COMMUNITY ENGAGEMENT MANAGER
DR. APRIL COLEMAN, CTA PRESIDENT
MR. ESTABAN FLEMONS, CTA VICE PRESIDENT
DR. ELANA PAYTON, CTA
MR. DAN HULL, CTA
MR. ROB MELENDEZ, CTA
MR. CHAD RENNING, CTA
MS. MELODY BACH-HODNEFIELD, CEA
MS. ANASTASIA JIMENEZ, CEA PRESIDENT
MS. VANESSA JIMENEZ, CEA
MR. ADALBERTO NIDO, CEA
MS. KRYSTAL RODGERS, CEA
MR. JOE SELLS, CEA

ADMINISTRATORS' ASSOCIATION 2023-2024

MS. LETICIA AVALOS, ADA PRESIDENT
MR. JOHN DOHERTY, ADA PRESIDENT ELECT
DR. STACIE HACKER, ADA, SECRETARY
MS. JEANINE AGUILAR, ADA, TRESURER

This Negotiated Agreement is designed to provide the steps for the processes in place for District employees and to be consistent with federal laws, state statutes and local laws and the Governing Board Policies of the Phoenix Union High School District. In the event that there are any inconsistencies between this Negotiated Agreement Language and Federal laws, State statutes, local laws, and/or the Governing Board Policies of the Phoenix Union High School District, the latter will control.

All employee groups and individuals have a mutual and genuine interest in supporting a collaborative, respectful workplace. Administration sets the tone for the District/campus to create a culture of respect, provide an environment free of harassment, and proactively address situations when an individual's 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.

INTRODUCTION

- I. Reference
 - A. Governing Board Policy "Collective Rights"
 - B. Governing Board Regulation "Collective Rights"
- II. The Governing Board recognizes the Administrators' Association (AdA) as the primary representative of all the administrative staff during their period of employment by the District.
- III. The provisions of this Professional Agreement shall be in effect during the period of July 1, 2023, to June 30, 2024.
- IV. The provisions of this Negotiated Agreement shall not be changed without the mutual consent of the Administration and AdA during the period of July 1, 2023, to June 30, 2024.
- V. This Negotiated Agreement documents the salary, benefits and working conditions negotiated by the Phoenix Union High School District (District) and the Administrator's Association (AdA). It applies to all administrative employees.

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

ADMINISTRATOR BENEFITS

ADMINISTRATOR BENEFITS

1. GROUP HEALTH AND MAJOR MEDICAL INSURANCE

All permanent employees are covered by health and medical insurance as described in the master contract(s) between the District and the provider selected by the District (e.g., Blue Cross/Blue Shield). When available through arrangement with the provider, employees will be offered a choice of health plans and each employee selects the plan of their preference. The District will pay the full cost for the employee's coverage of the Anchor plan and other plans, as designated. Should the employee choose a more expensive plan, the employee will be responsible for the difference in cost between the Anchor plan and the more expensive plan. More information is available on the insurance option page on the PXU website.

- A. A new employee is eligible for personal coverage based on the starting date of their employment indicated on the Governing Board agenda, in accordance with the following:
 - 1. If employment began between the 1st and 15th of the month, insurance coverage begins the first day of the following month.
 - 2. If employment began after the 15th day of the month, insurance coverage will begin the first day of the second month.
- B. A new employee is eligible to enroll their dependents for dependent coverage. The employee has thirty (30) days from the starting date of employment to decide whether or not they desire dependent coverage. Dependents are eligible on the same day as the employee.
- C. An employee who is terminated will have employee and/or dependent coverage through the date designated by Talent Division at the time the employee terminates.
- D. An employee who desires to drop dependent coverage shall complete a signed form obtained from the Talent Division. This must be done during the open enrollment period if the premiums are paid through pre-tax monies.
- E. A full-time employee who has fulfilled their contract obligations for a full year and who is terminated from the District due to Reduction-In-Force (RIF) shall receive their health insurance benefits for three (3) months.

ADMINISTRATOR BENEFITS

2. LIFE INSURANCE

The Governing Board shall provide, at no cost to the employee, group term life insurance as described in the master contract(s) between the District and the provider equal to the employee's salary, but not less than \$25,000 nor more than \$100,000.

3. LIABILITY INSURANCE

Employees are covered for professional liability insurance under the District umbrella policy.

4. SHORT-TERM DISABILITY INSURANCE

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

5. SUPPLEMENTAL MID-TERM DISABILITY INSURANCE

The Governing Board shall provide, at no cost to the employee, group supplemental disability insurance coverage which will pay two-thirds of the contract salary after the minimum ninety (90) calendar-day waiting period, or upon exhaustion of personal leave, whichever occurs last, following disability for either sickness or accident to age 65, or a maximum of 180 calendar days.

6. PRE-TAX FLEXIBLE BENEFITS

- A.** The District offers for the benefit of all employees a flex benefit plan that allows those employees to pay for tax deductible expenses from pre-tax dollars. To enroll in a flex benefit account, a flex benefit account must be elected during the open enrollment period.
- B.** The three components of the Flex Benefit plan are:
 - 1. insurance premiums only,
 - 2. reimbursement account,
 - 3. dependent care account.

7. ABSENCE FROM WORK

- A.** The units in which leave is earned and charged shall be based on the system in use in the District.
- B.** An administrator must comply with all procedures related to the requesting and use of leave.

ADMINISTRATOR BENEFITS

- C. Paid leave may be used for personal illness or injury, family illness, parental obligations, family death, or personal business.
- D. Each administrator shall earn one (1) day of paid leave for each twenty (20) contract days, or major fraction thereof. Beginning with the 1997-98 school year, each administrator shall receive an additional five (5) paid leave days to be added to the leave allowance at the beginning of the contract year. To be eligible for these advances, the administrator must be on duty the first contract day or have an excused absence. If the administrator leaves the employ of the District before the end of the contract period during which this advance would have been earned, they will have the final paycheck reduced by the amount of pay received for paid leave days used but not yet earned. The unused portion of such allowance shall accumulate from year to year without limitation.
- E. If it is believed that an administrator has violated or misused this paid leave policy, they may be required to submit a certificate signed by a duly licensed physician or Christian Science Practitioner verifying the cause of the absence from duty of an administrator claiming illness or injury for one or more days. The administrator may also be required to have a health examination by the District Medical Advisor at no cost to the employee. The administrator shall be notified of this requirement in writing, including a statement citing just cause.
- F. If it can be demonstrated that the administrator willfully violated or misused this paid leave policy, or misrepresented any statement or condition under this policy, they may be subject to disciplinary action.
- G. Paid leave may be used for the disability of the employee. If a disability period is known in advance (e.g., scheduled surgery), the administrator shall notify their immediate supervisor who, in turn, shall notify the Talent Division as soon as possible.
- H. An FMLA leave must be taken concurrently with any paid leave or vacation available to the employee. An administrator may not take FMLA leave without pay unless the employee has no available paid personal leave or vacation days. An employee should consult with the Talent Division before deciding the order in which they shall use available paid time.
- I. In the event that an administrator does not have sufficient paid leave to cover the disability period, the administrator may request a leave of absence without pay to cover the disability period by contacting the Talent Division.

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J. Leaves of Absence – General

1. An employee must submit a request for a leave of absence for any period of absence exceeding five (5) consecutive workdays. This includes leave of absence with and without pay.
2. An employee must exhaust their paid leave and vacation balances before a leave of absence without pay for any reason will be granted.
3. An employee must request a leave of absence by submitting the designated form with the required documentation and following the prescribed procedures, including timelines to the Talent Division.

K. Absence Before and/or After Recess or Holiday

If an employee is on the District payroll (i.e., they are receiving pay for the day) either for the last workday prior to or the first workday immediately following a Governing Board-declared holiday or recess period as identified in the Governing Board approved school calendar for the year, or on a state mandated testing administration date, and is absent more than two (2) times, the employee shall not receive compensation for the date of the absence or any additional absences occurring on a workday that either precedes or immediately follows a Governing Board declared holiday or recess period or on a state mandated test administration date for the remainder of the employee's contract year. Employees may appeal the loss of compensation for absences occurring on a workday that either precedes or immediately follows a Governing Board declared holiday or recess period or on a state mandated test administration date. Such appeals shall be reviewed, and final determinations made by the Executive Director for the Talent Division. If an employee is not on the District payroll (i.e., on a leave of absence without pay either because the personal leave for which the employee is eligible has been exhausted or because the employee is on a Governing Board approved leave of absence without pay) on the last day prior to and the first day immediately following a holiday or a Governing Board-declared recess period as identified in the Governing Board approved school calendar for the year, that employee shall receive no compensation for the holiday or the Governing Board declared recess period.

ADMINISTRATOR BENEFITS

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

- Independence Day/July 4th
- Labor Day
- Fall Break (Does not apply to Administrators)
- Veterans' Day
- Thanksgiving Recess
- Winter Break
- Martin Luther King Jr. Day
- President's Day
- Spring Break
- Cesar Chavez Day
- Memorial Day
- Juneteenth

Employees must refer to the current Governing Board approved calendar for the specific dates of each holiday as well as the specific dates for workdays that precede or immediately follow the aforementioned holidays and recess periods. For specific dates regarding state mandated testing, employees should refer to the District website. The addition or deletion of Governing Board declared holidays is done at the discretion of the Governing Board.

ADMINISTRATOR BENEFITS

L. Leaves of Absence Without Pay

1. General

- i. If a leave of absence without pay is granted, all rights of tenure, retirement, accrued leaves with pay, salary increments, and other benefits provided by law shall be preserved and made available to the administrator after the termination of the leave.
- ii. An administrator on a leave of absence without pay, other than a health leave, may make arrangements with the Payroll department to continue individual (and dependent coverage) under the District group health and major medical insurance plan during the leave period by submitting payment for the premium(s) prior to the beginning of each month's coverage.
- iii. A leave of absence without pay for any reason other than health or maternity will not be granted to an administrator with less than three (3) years continuous employment except in unusual circumstances.
- iv. A leave of absence without pay may be requested under the following circumstances.
 - a. An employee who is unable to work because of a personal illness or disability and who has exhausted all available paid leave, upon the submission of a physician's certificate, may request leave without pay for the remainder of the school year or until they are able to return to duty. Failure by an employee to submit a request for a leave of absence without pay is a breach of contract and will be considered job abandonment. This also applies when an employee must be absent beyond the period covered by an approved leave of absence, but the employee does not submit a request to extend the period of the approved leave of absence.
 - b. An employee who becomes eligible for consideration for the Arizona State Retirement System's Long-Term Disability (ASRS LTD) insurance program must apply for a health leave of absence without pay to begin upon the exhaustion of leave.
 - c. An employee who is injured while on duty and covered by Workman's Compensation insurance will not be granted a health leave of absence without pay until their paid leave is exhausted, or until the employee becomes eligible for coverage under the Arizona State Retirement System's Long-Term Disability (ASRS LTD) insurance program, whichever comes first.
 - d. A request for a leave of absence without pay should be submitted as far in advance of the departure date as possible to allow the District to fill the vacancy in a timely manner. An employee may request a leave of absence without pay for the following reasons:
 - 1.) For maternity leave beyond the period of disability.
 - 2.) For the adoption of a child.
 - 3.) To care for a sick member of the employee's immediate family.

ADMINISTRATOR BENEFITS

- 4.) To an administrator designated by the Representative group for the purpose of engaging in a local, State, or national association activity.
- 5.) To campaign for or serve in a county, state, or national elective office.
- 6.) To serve in the Peace Corps or similar government-approved activity.
- 7.) To secure additional education.
- 8.) Other requests not listed above will be considered on their merit.

2. First year of a Leave of Absence Without Pay

- i. The continuity of service of an employee who is granted a leave of absence for one (1) semester, or one (1) work year will not be broken. The employee will return to their former assignment.
- ii. An acting employee employed or transferred as a replacement for an employee on leave will be employed or transferred only for the duration of the period of the leave and will be so informed in writing.
- iii. Health insurance benefits will be provided by the District for an employee during a health-related leave of absence without pay for one (1) year or less. At the end of one (1) year of leave without pay, health insurance benefits will no longer be provided by the District.
- iv. If the employee recovers within a year of being on a health-related leave of absence without pay and is deemed fit to return to work, the employee may notify the District that they are able to return to work. The employee will then be offered the first position that is available for which they are qualified. If the employee accepts the position, the salary will be at the pay range and seniority date that the employee would have earned immediately prior to taking medical leave.
- v. An extension to a leave of absence without pay beyond one (1) year is not permitted except when the leave is the result of an election to public office. An employee on a leave of absence who is eligible for an extension of the leave beyond one (1) year must by April 1 either:
 - (I) request the extension in writing, or
 - (II) indicate in writing that they are returning from leave as scheduled.
- vi. An extension of a leave of absence without pay for health reasons beyond one (1) year is not permitted.

ADMINISTRATOR BENEFITS

- vii. When an employee returns after a period of one (1) year of unpaid leave, the employee must work one (1) full year to be eligible to apply for another unpaid leave of absence.
- viii. An employee who cannot return to work after one (1) year of leave of absence without pay shall either resign or retire.

M. Other Reasons for Leaves of Absence

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

ADMINISTRATOR BENEFITS

N. 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:

2. Regardless of age, a biological, adopted, or foster child, a stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was minor.
3. 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.
4. 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.
5. 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.
6. If additional days are needed for Bereavement Leave, a request must be submitted to the Principal, Educational Unit Supervisor, Division Manager, or Director for their approval, identifying the number of days needed and the pertinent circumstances. This additional time would be charged against available leave.
7. 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.
8. 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.

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O. VEHICLE/MILEAGE REIMBURSEMENT

- A. An administrator who is required to drive a personal car on a regular basis in the course of their employment by the District shall be authorized to drive a District vehicle or receive mileage reimbursement as established by the Governing Board.
- B. The titles of the authorized administrators who are issued a District vehicle must be on the list of those approved by the Talent Division.
- C. Principals, Directors, and Executive Directors will receive a monthly car allowance as approved by the Governing Board.

P. PAYMENT FOR UNUSED LEAVE AND VACATION

An administrator with continuous satisfactory service at the time of termination, resignation, retirement from the District, or death, shall receive a financial payment equivalent to the negotiated rate (currently 45%) of the accumulated unused paid leave times the duty rate of pay during the final year of employment. Unused vacation days shall be paid to the administrator at 100% of daily rate of pay. Also, unused vacation days will be paid to an administrator at 100% of daily rate in case of:

- A. RIF without recall.
- B. Change in work year to less than 12 months.

a. The payment for unused Leave/Vacation days will be made as follows:

- i. Payments of \$5,000 or less will be made in a lump sum to the employee upon separation or according to one of the three options listed below in Paragraph B.
- ii. 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 their post-employment 403(b) account within one month following separation, the district will deposit 2.35% into the employees 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 7.65% FICA benefit received)
- iii. Administrative employees hired on or before June 30, 2019, with continuous satisfactory service at the time of retirement, resignation, termination, or death, shall receive a financial payment at the rate of 45% times the duty rate of pay during the final year of employment for any unused Leave days. Unused Vacation days will be paid at 100% of the daily rate in accordance with section XIII "Vacation."

ADMINISTRATOR BENEFITS

- iv. For Administrative employees with a permanent hire date on or after July 1, 2019, an employee must have worked for the District for three or more years consecutively to be eligible to receive the payouts of unused Personal Leave or Vacation as stated below:
 1. The unused paid Personal Leave accumulation eligible for payout at the time of retirement, resignation, termination, or death, shall be capped. The unused Vacation days shall be capped for use and payout at 50 days for 12-month employees.
 - This Personal Leave payout cap shall be proportionately calculated for contracts of different periods other than 12 months.
 - Days are calculated as whole or half of the equivalent, as determined by the job description and proportionate to the employee's FTE.

Personal Leave Caps For Payout

12-month: 133 days 10.5-month: 110 days

- For unused paid Personal Leave, employees shall receive a financial payment at the rate of 45% times the duty rate of pay during the final year of employment.
- For unused Vacation Days, employees shall be paid at 100% of the daily rate.

For administrators with a permanent hire date on or after July 1, 2019, Personal Leave days will accumulate and be capped proportionate to the employees' annual contract number of days for normal use.

Personal Leave Banks Caps for Use

12-month: 260 days 10.5-month: 239 days

ADMINISTRATOR BENEFITS

Q. PROFESSIONAL GROWTH

- a. Programs shall be established that provide ongoing, meaningful opportunities for administrators to grow personally and professionally.
- b. The District shall establish a joint committee to plan and implement a 30-hour professional development program for all administrators. This program will focus on key objectives, issues, and skills which will help the District achieve its mission and allow the administrators an opportunity for professional growth. Additionally, the District will work with the Administrators' Association to ensure that each administrator participates in an individualized professional development plan, with a minimum of 24 hours from District offerings and the balance based on an individualized professional development plan.
- c. District Joint Committees are advisory in nature and will be established mutually by the Superintendent/designee. AdA shall each have the ability to appoint representatives to the District Joint Committee. It is assumed that members named by AdA to such committees will serve as experts in their fields, as having valued expertise which will enrich and support the work of the committee. AdA in conjunction with District/CEE leaders will determine appropriate committee membership that may or may not be limited to administrative employees; however, if such members are from classified or certificated employment groups, their participation will be solely advisory in nature. District Joint Committees shall submit all committee recommendations in writing to the Superintendent or appropriate Executive Director for final approval and will share written recommendations with each association representative.

R. PXU RETIREMENT PROGRAM

- A. The negotiated daily rate for an administrator working as a retiree shall be:
 1. 80% of the employee's last rate of pay at the same grade and step last held by the retiree when employed.

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- B. PXU sponsors an Early Retirement Program (ERP) for PXU employees hired prior to 7/1/2009 and meet specific age and years of service requirements. For information on the ERP, please refer to the PXU early retirement program page on the PXU website. The information on this page will supersede previous language and serve as the official documentation for the program going forward. Any future changes or adjustments to this program will involve the Interest-Based Negotiations (IBN) committee to establish options for consideration. Upon completion of any modifications to the ERP as approved, the final version will be printed and provided to each association leadership as an exhibit in each professional agreement.

S. SENIORITY

- a. Seniority is only applicable within the terms of a contract year. Administrative seniority shall be determined by the first date of current full-time continuous employment within each administrative category (e.g., principal, director). Time spent in an acting position is included in seniority only when an administrator is placed permanently in a position/category in which they earlier had acting status.
- b. An administrator who has earned tenure as a teacher in the District and who has not been non-renewed or terminated through evaluation or has not received an assignment in an administrative position (acting administrator), has rights and privileges as follows:
 - I. The administrator shall retain all the rights of a certified employee of the District they earned as a tenured teacher for the cumulative total years of service in the District should they be voluntarily or involuntarily returned to a position on the District teachers' salary schedule.
 - II. Any teacher who shall be transferred to an administrative position and later returned to a teacher status shall retain such rights as they may have had as a teacher prior to such transfer to administrator, and to full credit for total experience in the District.
- c. Effective January 1, 2000, a classified employee who moves to an administrative position shall move to the following conditions:
 - I. Upon acceptance of a position as an administrator, the employee will receive an administrative seniority date as outlined in the Administrators' Handbook. They will retain their 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.
 - II. Accrued Personal/Vacation days will move with the employee.
 - III. This language applies to all employees.
 - 1. An administrative employee who has held a permanent classified position in the District immediately prior to moving to the administrative position (with no break in service), may place their

ADMINISTRATOR BENEFITS

name on any job title(s) that they 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. The employee will submit a request to the Executive Director of the Talent Division, which will be verified and reviewed to determine if the employee meets all position qualification requirements. Failure to meet all the qualifications or to provide the information stated above will disqualify the employee from having their name placed on the requested seniority job title list.
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- IV. An employee is subject to all regulations outlined in the Professional Agreement for their current position.

ADMINISTRATOR BENEFITS

T. VACATION

- a. A twelve-month administrator will earn paid vacation at the rate of 1.916 days per month up to an annual maximum of twenty-three (23) days.
 - b. Twelve-month administrators are encouraged to use vacation time earned between July 1 and June 30 each year. Employees who do not use all earned vacation for the current year may add up to twelve (12) days to their vacation bank annually up to the established caps based on contractual start date.
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- I. Twelve-month administrators with a permanent hire date on or before June 30, 2019, may accumulate (bank) their accrued Vacation days annually up to a total of one hundred sixteen (116) Vacation days, not to exceed twelve (12) days annually. Days in excess of one hundred sixteen (116) Vacation days will be added to the employee's Personal Leave bank as they accrue not to exceed twelve (12) days annually.
 - II. Twelve-month administrators hired with a permanent hire date on or after July 1, 2019, who have worked for three (3) or more consecutive years for the District, may accumulate (bank) their accrued Vacation days annually up to a total of fifty (50) Vacation days, not to exceed twelve (12) days annually. Days in excess of fifty (50) Vacation days will be added to the employee's Personal Leave bank as they accrue. Days added to Personal Leave will not exceed twelve (12) days of additional Personal Leave annually.
 - III. Days transferred into Vacation bank or Personal Leave bank will be rounded up to the whole day not to exceed the amount of Leave earned annually.
 - IV. When an employee has reached the caps as stated above for Vacation bank, the employee will not continue to accrue time. When an employee uses Vacation time that causes the bank to drop below the established caps, the employee will begin to accrue time until the cap is reached again.

ADMINISTRATOR SALARY

ADMINISTRATOR SALARY

- I. It is the policy of the Governing Board to maintain a salary schedule for its administrators which compares favorably with salaries in school districts in cities of comparable size and economic conditions.
- II. The salary schedule has two (2) components:
 - A. Steps set from A-T
 - B. Education Increments
- III. A new District administrator shall be placed on the Salary Schedule determined by the Talent Division.
 - A. The experience increments will be granted:
 1. Administration, either in the District or at any other institution.
 2. After evaluation of written evidence submitted to the Talent Division.
 - B. The educational increments will be granted:
 1. Only for academic credit.
 2. After evaluation of written evidence submitted to the Talent Division.
- IV. Additional educational increments shall be granted to become effective at the beginning of each fiscal year. Written evidence of the attainment of the degree or of the additional hours beyond the degrees shall be submitted to the Talent Division by November 1 of the fiscal year in which the educational increment is to be granted. The additional increment may be granted based on evaluation of the evidence by the Talent Division.
- V. Additional experience increments shall be granted by the Talent Division based on an administrator's years of administrative service with the District.

ADMINISTRATOR SALARY

Phoenix Union High School District Administrative Salary Schedule (2023-2024 School Year)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
Administrator	\$77,652	\$78,817	\$79,999	\$81,199	\$82,417	\$83,653	\$84,908	\$86,182	\$87,474	\$88,786	\$90,118	\$91,470	\$92,842	\$94,235	\$95,648	\$97,083	\$98,539	\$100,017	\$101,517	\$103,040
Exec Asst to Superintendent																				
Exec Asst to Governing Board	\$77,652	\$78,817	\$79,999	\$81,199	\$82,417	\$83,653	\$84,908	\$86,182	\$87,474	\$88,786	\$90,118	\$91,470	\$92,842	\$94,235	\$95,648	\$97,083	\$98,539	\$100,017	\$101,517	\$103,040
Paralegal	\$77,652	\$78,817	\$79,999	\$81,199	\$82,417	\$83,653	\$84,908	\$86,182	\$87,474	\$88,786	\$90,118	\$91,470	\$92,842	\$94,235	\$95,648	\$97,083	\$98,539	\$100,017	\$101,517	\$103,040
Manager	\$86,582	\$87,881	\$89,199	\$90,537	\$91,895	\$93,273	\$94,672	\$96,092	\$97,534	\$98,997	\$100,482	\$101,989	\$103,519	\$105,072	\$106,648	\$108,247	\$109,871	\$111,519	\$113,192	\$114,890
Micro School Leader (10.5 Mos.)	\$79,284	\$80,473	\$81,680	\$82,906	\$84,149	\$85,411	\$86,692	\$87,992	\$89,313	\$90,652	\$92,012	\$93,392	\$94,793	\$96,215	\$97,659	\$99,123	\$100,610	\$102,119	\$103,651	\$105,206
Academy Principal (10.5 Mos.)	\$93,839	\$95,246	\$96,675	\$98,125	\$99,597	\$101,091	\$102,607	\$104,147	\$105,709	\$107,294	\$108,904	\$110,537	\$112,195	\$113,878	\$115,586	\$117,320	\$119,080	\$120,866	\$122,679	\$124,519
Assistant Principal (10.5 Mos.)	\$93,839	\$95,246	\$96,675	\$98,125	\$99,597	\$101,091	\$102,607	\$104,147	\$105,709	\$107,294	\$108,904	\$110,537	\$112,195	\$113,878	\$115,586	\$117,320	\$119,080	\$120,866	\$122,679	\$124,519
Assistant Director	\$102,477	\$104,014	\$105,574	\$107,158	\$108,765	\$110,396	\$112,052	\$113,733	\$115,439	\$117,171	\$118,928	\$120,712	\$122,523	\$124,361	\$126,226	\$128,120	\$130,041	\$131,992	\$133,972	\$135,981
Small School Principal	\$108,369	\$109,995	\$111,645	\$113,319	\$115,019	\$116,744	\$118,495	\$120,273	\$122,077	\$123,908	\$125,767	\$127,653	\$129,568	\$131,512	\$133,484	\$135,486	\$137,519	\$139,582	\$141,675	\$143,800
Director	\$114,261	\$115,975	\$117,715	\$119,481	\$121,273	\$123,092	\$124,938	\$126,813	\$128,715	\$130,645	\$132,605	\$134,594	\$136,613	\$138,662	\$140,742	\$142,853	\$144,996	\$147,171	\$149,379	\$151,619
Principal/Principal Coach	\$114,261	\$115,975	\$117,715	\$119,481	\$121,273	\$123,092	\$124,938	\$126,813	\$128,715	\$130,645	\$132,605	\$134,594	\$136,613	\$138,662	\$140,742	\$142,853	\$144,996	\$147,171	\$149,379	\$151,619
Executive Director	\$125,116	\$126,993	\$128,898	\$130,831	\$132,794	\$134,786	\$136,808	\$138,860	\$140,943	\$143,057	\$145,203	\$147,381	\$149,591	\$151,835	\$154,113	\$156,424	\$158,771	\$161,152	\$163,570	\$166,023
Chief/General Counsel	\$134,500	\$136,518	\$138,565	\$140,644	\$142,753	\$144,895	\$147,068	\$149,274	\$151,513	\$153,786	\$156,093	\$158,434	\$160,811	\$163,223	\$165,671	\$168,156	\$170,679	\$173,239	\$175,837	\$178,475

EDUCATION	
LEVEL	AMOUNT
MA	\$1,000
MA+15	\$1,000
MA+30	\$1,000
MA+45	\$1,000
MA+72/Doctorate	\$1,000

ADMINISTRATOR WORKING CONDITIONS

ADMINISTRATOR WORKING CONDITIONS

I. ACTING ADMINISTRATORS

- A. Acting administrators are administrators who have been assigned by the Superintendent to an administrative position on a temporary basis.
- B. 10.5-month administrators who are placed on an acting status in a 12-month position, shall accrue benefits commensurate with the new position and they will be placed on the new grade of the acting position to ensure a higher salary than the step they occupied in their former position. Twelve-month administrators who are placed on an acting basis at a higher grade will be placed on the step and on the new grade of the acting position to ensure a higher salary than the step they occupied in their former position.
- C. The placement on the salary schedule shall be retroactive to the first date of the acting assignment within the fiscal year.
- D. Upon completion of their acting status, a nine or ten-month teacher who was placed on an acting or interim status in an administrative position will be treated the same as a teacher returning from a leave of absence.
- E. Up to one (1) calendar year from date of appointment, 10.5 or twelve-month administrative/supervisory personnel who are placed on an acting or interim status in another administrative/supervisory position may return to their former positions unless they request transfer into that position at another unit.
- F. Acting or interim administrators who received less compensation (salary) of the contract year than would have been earned in their previous position will be paid the difference in one lump sum.
- G. The acting or interim administrator who served in the acting or interim position for a semester or longer, shall receive credit for one (1) year of experience in the acting interim position and shall advance accordingly on the salary schedule if later interviewed and selected for an administrative position.
- H. 10.5-month employees appointed to a twelve-month acting or interim administrative/supervisory position will earn all benefits, for only the duration of the contract, that accompany the twelve-month position (i.e., vacation days, car allowance, etc.). The employee who is returned to a 10.5-month acting or interim position will receive financial remuneration for earned vacation days.

ADMINISTRATOR WORKING CONDITIONS

II. APPEAL PROCESS

A. General

1. Purpose

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

2. Informal Discussion

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

3. Reprisals Prohibited

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

4. Time Limits

- i. Appeals, whether formal or informal, should be processed as rapidly as possible in the interest of good morale. Therefore, the number of days indicated at each step of the procedure is a maximum, and every effort should be made to process the appeal more rapidly.
- ii. The time limits specified may be extended by mutual agreement between the Superintendent and the AdA President, in writing.
- iii. Every effort must be made so that all appeals are resolved prior to June 30 of the school year in which the appeal is initiated. Some appeals left unresolved until the beginning of the succeeding school year could result in irreparable harm to a party or parties of interest. For any formal appeal filed on or after June 1, the time limits listed herein will be reduced so that the appeal procedure may be concluded prior to June 30 of the current school year.

5. Closed Sessions

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

ADMINISTRATOR WORKING CONDITIONS

6. Representation

An administrator may be represented at any level of the formal appeal procedure by a person or persons, of their own choosing.

7. Filing of Appeal Matter

All written and printed matter dealing with the processing of an appeal will be filed in the Talent Division.

8. Relevant Information

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

9. Release from Duty

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

10. Withdrawal

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

11. Failure to Appeal to Next Level

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

B. Informal Complaint Procedure

- i. If any member of the AdA has a complaint which they feels may become a formal appeal, they must first discuss the problem in person with their immediate supervisor, the one to whom they reports directly, in a sincere and conscientious effort to resolve the matter informally. At the option of the employee, the employee may discuss the item with the President of AdA.
- ii. This complaint must be initiated within five (5) days after the complainant knew, or should have known, of the act or conditions on which the complaint is based. If not so presented, the opportunity to present the matter as an appeal is waived.

ADMINISTRATOR WORKING CONDITIONS

- iii. The party of interest to whom the complaint is presented at this first level of the informal procedure shall have up to five (5) days to answer the complaint.
 - iv. If there is more than one level of supervision or administration at the unit (e.g., the School, the District Administrative Office, or its annexes) at which the complainant is working, the complainant, if not satisfied with the proposed resolution at this first level, must take the complaint in person to whom their immediate supervisor is responsible within five (5) days after first answer is received.
 - v. The immediate supervisor will have up to five (5) days to answer, in person, the complaint.
 - vi. The complainant must exhaust all the administrative remedies available at the unit at which they work before they may use the formal appeal procedure.
 - vii. If the complainant is not satisfied with the administrative remedies proposed in answer to their complaint at the unit level, they shall have ten (10) days within which to present an appeal in writing and enter it into the formal procedure.
- c. Formal Appeal Procedure
- I. Level One - the Superintendent or Designee
 - 1. If the complainant, having exhausted all levels of administrative remedies at the unit at which they work, is not satisfied with the outcome of the informal procedure, they may present their appeal in writing to the Superintendent or Designee
 - 2. Copies of this appeal must also be sent simultaneously to the Talent Division and the President of AdA.
 - 3. The appellant may request a conference with the Superintendent or Designee prior to the rendering of a decision by the Superintendent or Designee. The appellant may (1) discuss the appeal personally, or (2) request that a representative of AdA accompany them and may also request that the AdA representative act on their behalf.
 - 4. The appellant must submit the appeal in writing:
 - a. within ten (10) days after they have exhausted the administrative remedies by having received an unsatisfactory answer at the highest unit administrative level, or
 - b. within twenty-five (25) days after the appellant knew, or should have known, of the act or condition on which the appeal is based, whichever comes later.

ADMINISTRATOR WORKING CONDITIONS

5. The Superintendent or Designee within twenty (20) days after the receipt of the appeal or within twenty (20) days after the personal conference, shall render a written decision to the appellant, with copies to the Talent Division, the President of the AdA, and to the administrator or supervisor rendering a decision in the informal procedure.

II. Level Two - Board Approved Hearing Officer

1. If the appellant is not satisfied with the disposition of their appeal at Level One, they may, within five (5) days after the receipt of the Superintendent's or Designee's decision, request in writing to the appropriate representative of AdA that the appeal be submitted to a hearing officer approved by the Board.
2. The hearing officer will have authority to hold hearings and make procedural rules. The recommendations will be issued within a reasonable time after the date of the close of the hearing.
3. The hearing officer's recommendations shall be submitted in writing as soon as possible to the Board, with a copy to the appellant, and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The hearing officer's recommendations shall be consistent with existing statutes.

III. Group Appeal

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

III. PROBATIONARY PERIOD

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

IV. RECLASSIFICATION OF ADMINISTRATORS

A. Distinction between Promotion and Reclassification

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

ADMINISTRATOR WORKING CONDITIONS

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

C. Requests for Reclassification

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

V. RIGHT OF NOTIFICATION OF TERMINATION

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

VI. WORK YEAR

- A. The work year for a 10.5-month administrator shall be thirty (30) days longer than the teachers' contract year.
- B. The work year for a twelve-month administrator shall be a full calendar year of fifty- two (52) weeks, including twenty-three (23) days of paid vacation.
- C. An administrator shall not be required to work on any holiday or Board-declared employees' recess day as identified in the annual school calendar, as approved by the Governing Board

VII. WORKDAY

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

VIII. VOLUNTARY SEPARATION/RELEASE FROM EMPLOYMENT

Employees who wish to terminate employment will notify the Talent Division in writing, but only after such action has been reported to and discussed with the principal or educational unit supervisor. Subject to the approval of the Governing Board, administrative employees shall be permitted to resign while under contract providing the District is given thirty (30) days' notice and providing a suitable replacement can be found.

IX. RESIGNATION PRIOR TO CONTRACT END DATE

In the event an administrative staff member finds it necessary to request a release or to resign prior to the contract end date, the following procedure will apply:

ADMINISTRATOR WORKING CONDITIONS

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

X. RETIREMENT

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

XI. 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 their 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 their duties, the District shall:

- A. Provide up to seven (7) consecutive workdays 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 (7) days are 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 their leave days which may be reimbursed pending the committee's decision. The committee will be comprised of and consider the following:

ADMINISTRATOR WORKING CONDITIONS

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 the Talent Division or Designee.

Committee may consider whether the employee has short-term disability or personal 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.

ADMINISTRATOR
OTHER

ADMINISTRATOR OTHER

A. Administrative Interview Selection Process

1. AdA leadership will work in collaboration with the appropriate executive director and/or District leader to identify a minimum of one (1) AdA member to participate in interview committees for all administrative interviews.

B. School Improvement Teams Agreement Language

1. The purpose of the 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 integrated action plan. Each campus must establish a school improvement team no later than August 31st of the current school year.

C. Donation of Leave Days

1. An administrator who has depleted their leave days, may request access to the "leave assistance program" by submitting a medical leave assistance program request form to the Executive Director for the Talent Division requesting donation of leave days from other administrators so that the administrator's income can continue during extended period of absence of two (2) weeks or more. Donated leave days are intended for the use of the employee to compensate for days missed due to personal illness. Leave days for family illnesses are available through the Federal Family Medical Leave Act. Donated leave days may also be used for family illness/adoption/birth of child as identified through the Federal Family Medical Leave Act. Employees must meet qualifications for FMLA to participate in the donation of leave days program for FMLA reasons.

GLOSSARY

Term	Abbreviation and/or Definition
AdA	The Administrators' Association of the Phoenix Union High School District.
Acting administrator	Any qualified personnel placed in an administrative position on a temporary basis.
Administrator	A person who holds an administrative position.
Appeal	Any allegation by a member of the AdA that there has been a violation, a misinterpretation, or an inequitable application of any of the provisions of this written Administrative Professional Agreement or of any policy of the Governing Board.
Appellant	Any administrative employee in the District requesting an appeal.
Complainant	An administrative employee who channels a complaint through the informal appeal procedure.
Board	The Governing Board of the Phoenix Union High School District.
Day	A day when the offices are open.
Duty day rate of pay	Obtained by dividing the administrative annual salary by the number of actual workdays during the contract year.
Minimal due process	A meeting held, at the written request of a probationary administrator, with the Executive Director for Talent Division to discuss the non-continuation of the probationary administrator after the term of their contract.
Professional compensation	All salaries and fringe benefits.
Reprimand	Any written report that is placed in a personnel file that explains disciplinary action taken by an immediate supervisor against an administrator for an infraction of rules or delinquency in professional performance.
Seniority	Only applicable within the terms of a contract year; the length of service in any position as determined by the date the administrative employee was hired into that position, including the time spent in acting status in the same position.

GLOSSARY

Acting administrator	24	Leave of absence without pay, effect on	
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