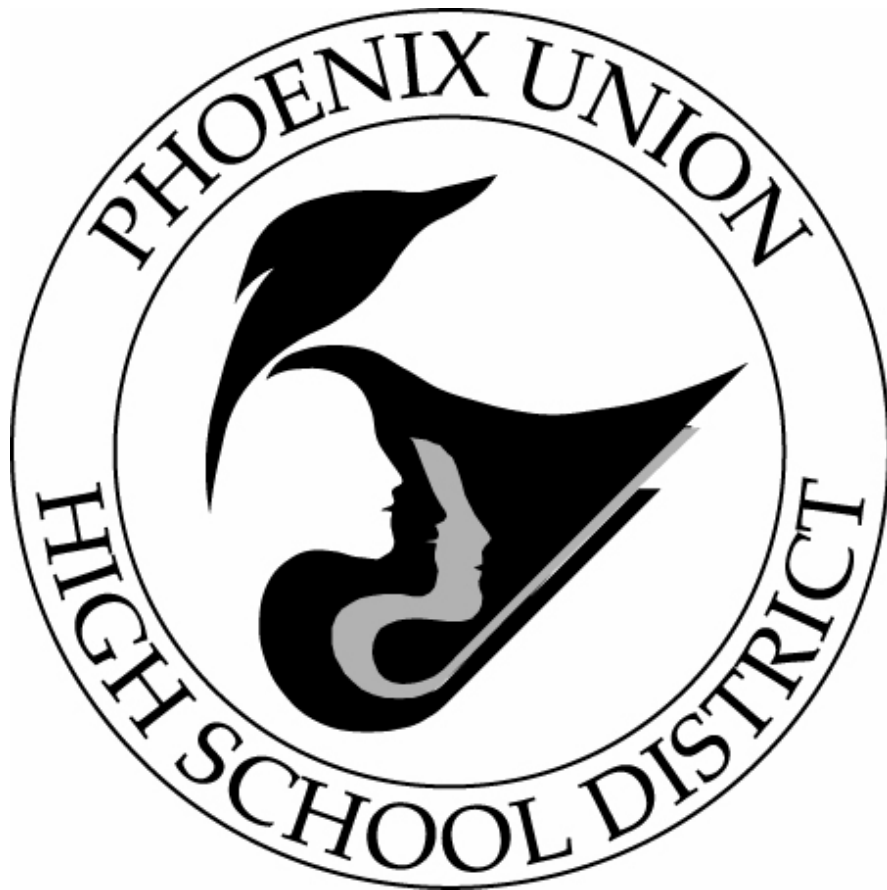


# Negotiated Agreement for Administrators

2015-2016



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 or gender expression 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:

<b>Title IX Coordinator</b>	<b>Section 504 Coordinator</b>	<b>Campus IX Coordinator</b>	<b>Campus 504 Coordinator</b>
Mr. Juvenal L. Lopez 4502 N. Central Ave. Phoenix, AZ 85012 (602) 764-1548 jlopez1@phoenixunion.org	Ms. Vicki Heard 4502 N. Central Ave. Phoenix, AZ 85012 (602) 764-1024 Heard@phoenixunion.org		

For further information on notice of non-discrimination, visit <http://wdcrobcop01.ed.gov/CFAPPA/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, la identidad u orientación sexual, identidad de género o expresión de género para la admisión y su acceso a sus programas, servicios, actividades, o en cualquier aspecto de sus operaciones 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 en cuanto a las polizas de no discriminación:

<b>Title IX Coordinator</b>	<b>Section 504 Coordinator</b>	<b>Campus IX Coordinator</b>	<b>Campus 504 Coordinator</b>
Sr. Juvenal L. Lopez 4502 N. Central Ave. Phoenix, AZ 85012 (602) 764-1548 jlopez1@phoenixunion.org	Sra. Vicki Heard 4502 N. Central Ave. Phoenix, AZ 85012 (602) 764-1024 Heard@phoenixunion.org		

Para más información sobre el aviso de la no discriminación, visite <http://wdcrobcop01.ed.gov/CFAPPA/OCR/contactus.cfm> para la dirección y el número de teléfono de la oficina que da servicio a Arizona o llame al 1-800-421-3481.

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

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



- I. Reference
  - A. Governing Board Policy "Collective Rights"
  - B. Governing Board Regulation "Collective Rights"
- II. The Governing Board recognizes the Administrators' Association (AdA) as the primary representative of all the administrative staff during their period of employment by the District.
- III. The provisions of this Handbook shall be in effect during the period of July 1, 2009 to June 30, 2010.
- IV. The provisions of this Negotiated Agreement shall not be changed without the mutual consent of the Administration and the AdA during the period of July 1, 2009 to June 30, 2010.
- V. This Negotiated Agreement documents the salary, benefits and working conditions negotiated by the Phoenix Union High School District (District) and the Administrator's Association (AdA). It applies to all administrative employees.
- VI. Employee benefits and working conditions may also be addressed in the following documents.
  - A. District Governing Board policies, regulations or procedures.
  - B. Regulations or procedures of District administrative units, e.g., HR.
  - 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.

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# ADMINISTRATOR BENEFITS

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I. Group Health and Major Medical Insurance

- A. All permanent employees are covered by health and medical insurance as described in the master contract(s) between the District and the provider SELECTED BY THE District (e.g., Blue Cross/Blue Shield). When available through arrangement with the provider, employees will be offered a choice of health plans and each employee selects the plan of her/his preference. The District will pay the full cost for the employee's coverage of the middle plan. Should the employee choose the more expensive plan, the employee will be responsible for the difference in cost between the middle plan and the more expensive plan.
- B. Employees hired prior to July 1, 1987, may elect to take a revision to their contract in lieu of health/medical insurance benefits, with an agreement that the increased amount will be placed in a Tax-Sheltered Annuity (TSA) and remain in the annuity program for the duration of employment in the District.
1. The increased amount shall be equal to \$1,177.00 for a full year contract or an amount proportionate thereof based upon the date of exercise of the option as follows:
    - i. Between the 1st and 15th of the month, TSA effective the first of the following month.
    - ii. Between the 16th of the month and the last day of the month, TSA effective the first of the second following month.
- C. An employee choosing a TSA option, and then having an IRS-qualified change of status event (e.g., a divorce, marriage or death of spouse), shall be allowed, upon approval of the insurance carrier, to re-enter one of the District's health plans.
- D. A new employee is eligible for personal coverage based on the starting date of her/his employment indicated on the Governing Board Agenda in accordance with the following:
  1. If employment began between the 1st and 15th of the month, insurance coverage begins the first day of the following month.
  2. If employment began after the 15th day of the month, insurance coverage will begin the first day of the second month.
- E. A new employee is eligible to enroll her/his dependents for dependent coverage. The employee has thirty (30) days from the starting date of employment to decide whether or not s/he desires dependent coverage. Dependents are eligible on the same day as the employee.
- F. An employee who is terminated will have employee and/or dependent coverage through the date designated by Human Resources at the time the employee terminates.
- G. An employee who desires to drop dependent coverage shall complete a signed form obtained from HR. This must be done during the open enrollment period if the premiums are paid through pre-tax monies.
- H. A full-time employee who has fulfilled her/his contract obligations for a full year and who is terminated from the District due to reduction-in-force shall receive her/his health insurance benefits for three (3) months.

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II. Life Insurance

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

III. Liability Insurance

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

IV. Short-Term Disability Insurance

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

V. Supplemental Mid-Term Disability Insurance

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

III. Pre-tax Flexible Benefits

A. The District offers for the benefit of all employees a flex benefit plan that allows those employees to pay for tax deductible expenses from pre-tax dollars. To enroll in the flex benefit plan, a flex benefit agreement must be signed and submitted to Human Resources during the open enrolment period.

B. The three components of the Flex Benefit plan are:

1. insurance premiums only,
2. reimbursement account,
3. dependent care account.

IV. Absence from Work

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

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

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



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- D. Each administrator shall earn one day of paid leave allowance for each twenty (20) contract days, or major fraction thereof. A minimum of twelve (12), thirteen (13), or fifteen (15) days paid leave will be available for use by each administrator at the beginning of and depending on the contract period. Beginning with the 1997-98 school year, each administrator shall receive an additional five (5) paid leave days to be added to the leave allowance at the beginning of the contract year. To be eligible for these advances, the administrator must be on duty the first contract day or have an excused absence. If the administrator leaves the employ of the District before the end of the contract period during which this advance would have been earned, s/he will have the final paycheck reduced by the amount of pay received for paid leave days used but not yet earned. The unused portion of such allowance shall accumulate from year to year without limitation.
  - E. If the Superintendent has reason to believe that an administrator has violated or misused this paid leave policy, s/he may require from the employee a certificate signed by a duly licensed physician or Christian Science Practitioner verifying the cause of the absence from duty of an administrator claiming illness or injury for one or more days. The administrator may also be required to have a health examination by the District Medical Advisor at no cost to the employee. The administrator shall be notified of this requirement in writing, including a statement citing just cause.
  - F. In the event that it can be shown that the administrator willfully violated or misused this paid leave policy, or misrepresented any statement or condition under this policy, s/he may be subject to disciplinary action.
  - G. Paid leave may be used for disability of the employee. If a disability period is known in advance (e.g., scheduled surgery), the administrator shall notify his/her immediate supervisor who, in turn, shall notify Human Resources as soon as possible.
  - H. An FMLA leave must be taken concurrently with any paid leave, vacation, or compensatory time available to the employee. An administrator may not take an FMLA leave without pay unless the employee has no available paid leave, vacation or compensatory time balance. An employee should consult with Human resources before deciding the order in which s/he shall use available paid time.
  - I. In the event that an administrator does not have sufficient paid leave to cover the disability period, the administrator may request a leave of absence without pay to cover the disability period.

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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 work days. This includes leaves of absence with and without pay.
2. An employee must exhaust her/his paid leave and vacation and compensatory time balances before a leave of absence without pay for any reason will be granted.
3. An employee must request a leave of absence by submitting the designated form with the required documentation and following the prescribed procedures, including timelines.

K. Absence Before and/or After Recess or Holiday

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

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

- Independence Day/July 4<sup>th</sup>
- Labor Day
- Fall Break
- Veterans' Day
- Thanksgiving Recess
- Winter Break
- Martin Luther King Jr. Day
- President's Day
- Spring Break
- Cesar Chavez Day
- Memorial Day

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

L. Leaves of Absence without Pay

1. General

- i. If a leave of absence without pay is granted, all rights of tenure, retirement, accrued leaves with pay, salary increments, and other benefits provided by law shall be preserved and made available to the administrator after the termination of the leave.
- ii. An administrator on a leave of absence without pay, other than a health leave, may make arrangements with the payroll office to continue individual (and dependent coverage) under the District group health and major medical insurance plan during the leave period by submitting payment for the premium(s) prior to the beginning of each month's coverage.
- iii. A leave of absence without pay for any reason other than health or maternity will not be granted to an administrator with less than three (3) years continuous employment except in unusual circumstances.
- iv. A leave of absence without pay may be requested under the following circumstances.
  - a. An employee who is unable to work because of a personal illness or disability and who has exhausted all paid leave available, upon the submission of a physician's certificate, may request leave without pay for the remainder of the school year or until s/he is able to return to duty. Failure by an employee to submit a request for a leave of absence without pay is a breach of contract and will be considered job abandonment. This also applies when an employee must be absent beyond the period covered by an approved leave of absence but the employee does not submit a request to extend period of the approved leave of absence.
  - b. An employee who becomes eligible for consideration for the Arizona State Retirement System's Long-Term Disability (ASRS LTD) insurance program must apply for a health leave of absence without pay to begin upon the exhaustion of leave.
  - c. An employee who is injured while on duty and covered by workers compensation insurance will not be granted a health leave of absence without pay until his/her paid leave is exhausted, or until the employee becomes eligible for coverage under the Arizona State Retirement System's Long-Term Disability (ASRS LTD) insurance program, whichever comes first.

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

- 1.) For maternity leave beyond the period of disability.
- 2.) For the adoption of a child.
- 3.) To care for a sick member of the employee's immediate family.
- 4.) To an administrator designated by the Representative group for the purpose of engaging in a local, state, or national association activity.
- 5.) To campaign for or serve in a county, state, or national elective office.
- 6.) To serve in the Peace corps or similar government-approved activity.
- 7.) To secure additional education.
- 8.) Other requests not listed above will be considered on their merit

2. First year of a leave of absence without pay

- i. The continuity of service of an employee who is granted a leave of absence for one (1) semester or one (1) work year will not be broken. The employee will be returned to his/her former assignment
- ii. An acting employee employed or transferred as a replacement for an employee on leave will be employed or transferred only for the duration of the period of the leave and will be so informed in writing.
- iii. Health insurance benefits will be provided by the District for an employee during a health-related leave of absence without pay for one (1) year or less. At the end of one (1) year of leave without pay, health insurance benefits will no longer be provided by the District.
- iv. If the employee recovers within a year of being on a health-related leave of absence without pay and is deemed fit to return to work, the employee may notify the District that s/he is able to return to work. The employee will then be offered the first position that is available for which s/he is qualified. If the employee accepts the position, the salary will be at the pay range and seniority date that the employee would have earned immediately prior to taking a medical leave.

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- v. An extension to a leave of absence without pay beyond one (1) year is not permitted except when the leave is the result of an election to public office. An employee on a leave of absence who is eligible for an extension of the leave beyond one (1) year must by April 1 either (i) request the extension in writing, or (ii) indicate in writing that s/he is returning from leave as scheduled. No contract will be issued nor will consideration be given to extending the leave if an employee fails to submit a request to extend the leave by April 1.
  - vi. An extension of a leave of absence without pay for health reasons beyond one (1) year is not permitted.
  - vii. When an employee returns to the employ of the District after a period of one (1) year of unpaid leave, the employee must work one (1) full year to be eligible to apply for another unpaid leave of absence.
  - viii. An employee who cannot return to work after one year of leave of absence without pay shall either resign or retire.

M. Other reasons for leaves of absence

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

V. Expense Reimbursement

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

VI. Payment for Unused Leave and Vacation

- A. An administrator with continuous satisfactory service at the time of termination, resignation, retirement from the District, or death in service (or his/her estate) shall receive a financial payment equivalent to the negotiated rate (currently 45%) of the accumulated unused paid leave times the duty day rate of pay during the final year of employment. Unused vacation days shall be paid to the administrator at 100% of daily rate of pay. Also unused vacation days will be paid to an administrator at 100% of daily rate in case of:
  - 1. RIF without recall and
  - 2. Change in work year to less than 12 months.

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- B. An employee who notifies the District in writing of his/her intent to terminate employment by February 15 of the year prior, may be issued a severance contract, which shall be binding upon the employee, written according to the following provisions. All accrued sick leave in excess of that earned during the final year of employment will be computed at 45% times the daily rate of pay. The employee may choose one of the following options:
1. Option I:  
Sick leave payoff will be paid in one lump sum after the employee's final termination date.
  2. Option II:
    - i. Sick leave payoff will be included in the contract issued for the final year of employment and will be paid according to the 20 or 26 pay period option chosen by the employee for his/her regular pay. The sick leave payoff amount shall not be included in the employee's daily rate of pay.
    - ii. The sick leave bank purchased under Option II will be considered remunerated in full. If the employee should subsequently need to use sick days for which they were paid, the District may grant those days and dock at 100% of his/her daily rate of pay for each additional day of sick leave used.
  3. Option III:
    - i. Sick leave payoff will be paid in two equal lump sums; the first to be paid the last regular pay date in December of the employee's final year of employment and the second payment to be made after the employee's final termination date.
    - ii. An employee who chooses options II or III is not eligible to participate in the medical leave assistance program.
    - iii. If the employee does not notify the District in writing by the February 15 deadline, sick leave payoffs will be paid according to Option I.
    - iv. Additional leave will continue to accrue during the last year of employment as per agreement.
    - v. Payment upon termination of employment under these conditions will be made for the balance of the last year of accrued unused sick leave at the applicable rate times the daily rate of pay.

VII. Professional Growth

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

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- 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/CES 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 Assistant Superintendent for final approval and will share written recommendations with each association representative.

VIII. PUHSD Early Retirement Program

- A. An employee who opts to terminate employment after age 50 will be eligible for participation in the Early Retirement Program provided he/she meets the following criteria:
1. Was hired prior to July 1, 2009
  2. Has ten (10) consecutive years of full-time satisfactory service in the Phoenix Union High School District, and
  3. Is not Medicare eligible.
  4. Terminates employment prior to June 30, 2011
  5. Terminates employment after June 30, 2011, and has 15 years or more of continuous satisfactory district employment at June 30, 2010.
- B. The negotiated daily rates for an administrator working as early retirees shall be:
1. 90% of the employee's last rate of pay if the position he/she is filling is at the same range as the range last held by the retiree when employed.
  2. 75% of the employee's last rate of pay or the midpoint of the range of the position he/she is filling whichever is higher. If the position is a lower range than the range last held by the retiree when employed.
  3. An administrator working as an early retiree shall not earn leave days or be paid for holidays.
- C. An employee choosing to participate in the early retirement program shall be assured of annual renewal until the end of the year in which s/he reaches age 65 as long as s/he meets the conditions of the agreement of the previous year unless evidence is presented showing a physical or medical incapability for such performance.
- D. An early retiree may stop participating in the early retirement program at any time by submitting a written request to HR. A retiree who drops out of the early retirement program may not return to the early retirement program. An early retiree may return to full-time employment in the District without losing any benefit of the Early Retirement Program.
- E. The District will pay life insurance premiums for early retirees at the benefit level in effect during the last year of employment with the District.
- F. Early retirees shall receive health insurance coverage under the following provisions
1. An employee who enters the early retirement program prior to 7/1/03 and who also is receiving ASRS retirement benefits shall have two options
    - i. moving to the Arizona State Retirement System (ASRS) plan with the District paying the premium of the lowest cost plan (without adjustment for where the retiree lives) minus the ASRS subsidy or
    - ii. staying on the District's plan with the District paying the premium.

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2. An employee who enters the early retirement program on or after 7/1/03 and who also is receiving ASRS retirement benefits would be on the ASRS plan and the District would pay the premium of the lowest cost ASRS plan (without adjustment for where the retiree lives) minus the ASRS subsidy.
  3. An employee who takes (took) early retirement from PUHSD but does (did) not retire with ASRS, and who is not eligible for subsidized medical coverage through another employer, shall have the option of staying on the District plan with the retiree paying the difference between the cost of the District plan at the retiree rate and the lowest cost plan of the ASRS. An employee who begins receiving ASRS benefits shall be covered by the provisions of paragraph:
    - i. 1, above, if s/he entered the District early retirement program prior to 7/1/03.
    - ii. 2, above, if s/he entered the District early retirement program after 7/1/03.
  4. An employee who took early retirement prior to 7/1/03 and who resides out of state shall pay the same amount toward her/his coverage as a pre 7/1/03 early retiree who resides in state and chooses to stay on the District plan. The District shall pay any remaining premium cost. An early retiree who took early retirement prior to 7/1/03 and who opts out of coverage under the District health plan may elect to return to coverage under the District health plan.
- G. An employee who was hired prior to July 1, 2009 with less than 15 years of district service at June 30, 2010, who opts to terminate employment after age 50 will be eligible for participation in a modified Early Retirement Program. This applies to such employees who terminate employment after June 30, 2011 and are not Medicare eligible. Paragraphs B C, D, E and F remain in effect.
1. Health insurance would be provided through Arizona State Retirement and the district would pay 75% of the premium of the lowest cost ASRS plan (without adjustment for where the retiree lives) minus the ASRS subsidy.
  2. Employees who take Early Retirement from the district but do not retire with ASRS, and who are not eligible for subsidized medical coverage through another employer, will have the option of staying on the district plan with the retiree paying the difference between the cost of the district plan retiree rate and 75% of the lowest cost plan of the ASRS. After the employee enters state retirement, they will be covered by paragraph F1 above.
- H. This section shall not apply to anyone who retired prior to the second semester of 1982-83. The District shall continue to offer such retirees the option per the 1982-83 handbook.

## IX. Seniority

- A. Seniority is only applicable within the terms of a contract year. Administrative seniority shall be determined by the first date of current full-time continuous employment within each administrative category (e.g., principal, director). Time spent in an acting position is included in seniority only when an administrator is placed permanently in a position/category in which s/he earlier had acting status.
- B. An administrator who has earned tenure as a teacher in the District and who has not been non-renewed or terminated through evaluation or has not received an assignment in an administrative position (acting administrator) has rights and privileges as follows:



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1. The administrator shall retain all the rights of a certified employee of the District s/he earned as a tenured teacher for the cumulative total years of service in the District should s/he be voluntarily or involuntarily returned to a position on the District teachers' salary schedule.
  2. Any teacher who shall be transferred to an administrative position and later returned to a teacher status shall retain such rights as s/he may have had as a teacher prior to such transfer to administrator, and to full credit for total experience in the District.
- C. Effective January 1, 2000, a classified employee who moves to an administrative position shall move to the following conditions:
1. Upon movement from one employee group to another, any accrued vacation that exceeds the limit established in the Handbook/Agreement for his/her current position shall be paid in full to the employee.
  2. Upon acceptance of a position as a classified administrator the employee will receive an administrative seniority date as outlined in the Administrators Handbook. He/she will retain his/her original hire date as a classified employee in the District. Therefore, seniority dates will be established in each classification and not carried from one classification to another.
  3. The employee retains her/his longevity but it does not move to the new group.
  4. Accrued sick leave/leave days will move with the employee.
  5. This language applies to all employees past and present.
    - i. An administrative employee who has held a permanent classified position in the District immediately prior to moving to the administrative position (with no break in service) may place his/her name on any job title (s) that he/she has held in the District on a permanent basis as a classified employee should they be involuntarily returned to a classified position. The employee must submit a request to Human Resources within three (3) work days after initial notification to determine their current seniority in the District.
    - ii. The employee will complete a PR-14 which will be verified and reviewed by Human Resources to determine if the employee meets all position qualification requirements. Failure to meet all of the qualifications or to provide the information stated above will disqualify the employee from having his/her name placed on the requested seniority job title list.
  6. An employee is subject to all regulations outlined in the Handbook/ Agreement for his/her current position.
- X. Vacation
- A. A twelve-month administrator will earn paid vacation at the rate of 1.916 days per month up to an annual maximum of twenty-three (23) days.
  - B. All vacation earned between July 1 and June 30 of each year must be used prior to June 30 of the following fiscal year, except that a twelve-month administrator:
    1. may accumulate (bank) up to ten (10) vacation days annually up to a lifetime total of forty (40) vacation days, and
    2. may accumulate (bank) up to an additional fifteen (15) vacation days (up to a lifetime total of fifty-five (55) vacation days) if the administrator is prevented from using vacation days because of assigned duties and if the administrator's immediate supervisor approves.

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# 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 three (3) components:
  - A. Eights (8) steps
  - B. Three (3) education increments (Coordinator II or higher)
  - C. Three (3) experience increments
- III. A new District administrator shall be placed on the step determined by Human Resources and shall receive the appropriate educational and experience increments.
  - A. The experience increments will be granted:
    1. for 5, 10, and 15 years of administration, either in the District or at any other institution.
    2. after evaluation of written evidence submitted to HR.
  - B. The educational increments will be granted:
    1. only for academic credit.
    2. after evaluation of written evidence submitted to HR.
- 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 Human Resources 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 HR.
- V. Additional experience increments shall be granted by Human Resources based on an administrator's years of administrative service with the District.





**SALARY: CLASSIFIED ADMINISTRATIVE SALARY SCHEDULE**

Range	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	*Step 8	Education	Experience
1	Controller (12 Months)	89,195	92,876	96,773	100,648	103,466	106,360	107,706	109,340	BA +24 ..... 690 MA ..... 690 MA+ 48 ... 690	Experience increments are paid in addition to range/step amounts for total number of years of administrative experience  is paid for 5, 10 and 15 years of administrative experience.
2	Executive Director (12 Months)	88,346	92,026	95,924	99,798	102,615	105,509	106,855	108,490	BA +24 ..... 690 MA ..... 690 MA+ 48 ..... 690	
3	Director I (12 Months)	87,487	91,095	94,923	98,717	101,483	104,326	105,669	107,246	BA+24 ..... 690 MA- ..... 690 MA+48 ..... 690	
4	Division Mgr (12 Months)	80,909	84,251	87,785	91,298	93,854	96,484	97,826	99,182	BA+24 ..... 690 MA ..... 690 MA+48 ..... 690	
5	Coordinator III (12 Months)	65,433	68,137	71,000	73,840	75,909	78,032	79,377	80,218	BA ..... 575 MA ..... 575 MA+48 ..... 575	
6	Coord. II (12 Months)	65,111	67,798	70,649	73,475	75,531	77,646	78,988	79,819	BA ..... 575 MA ..... 575 MA+48 ..... 575	
7	Coord. I (12 Months)	63,111	65,714	68,472	71,212	73,205	75,254	76,597	77,364	BA ..... 575 BA+24 ..... 575	
8	Super. III (12 Months)	57,446	59,816	62,329	64,822	66,639	68,504	69,847	70,419	BA ..... 500 BA+24 ..... 500	
9	Super II (12 Months)	55,020	57,289	59,694	62,083	63,822	65,606	66,950	67,447	BA ..... 475 BA+24 ..... 475	

PUHSD/ADA Negotiated Agreement

10	Super I (12 Months)	53,402	55,607	57,941	60,260	61,947	63,683	65,027	65,464	BA ..... 450 BA+24..... 450	
*Second year and above at Step 8 receives an additional 1,000.											





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# ADMINISTRATOR WORKING CONDITIONS

I. Acting Administrators

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

II. Appeal Process

A. General

1. Purpose

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

2. Informal Discussion

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

3. Reprisals Prohibited

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

4. Time Limits

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

5. Closed Sessions

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

6. Representation

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

7. Filing of Appeal Matter

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

8. Relevant Information

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

9. Release from Duty

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

10. Withdrawal

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

11. Failure to Appeal to Next Level

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

B. Informal Complaint Procedure

- i. If any member of the AdA has a complaint which s/he feels may become a formal appeal, s/he must first discuss the problem in person with immediate supervisor, the one to whom s/he reports directly, in a sincere and conscientious effort to resolve the matter informally. At the option of the employee, the employee may discuss the item with the President of AdA.
- ii. This complaint must be initiated within five (5) days after the complainant knew, or should have known, of the act or conditions on which the complaint is based. If not so presented, the opportunity to present the matter as an appeal is waived.
- iii. The party of interest to whom the complaint is presented at this first level of the informal procedure shall have up to five (5) days to answer the complaint.
- iv. If there is more than one level of supervision or administration at the unit (e.g., the School, the District Administrative Office, the District Service Office or its annexes) at which the complainant is working, the complainant, if not satisfied with the proposed resolution at this first level, must take the complaint in person to whom his/her immediate supervisor is responsible within five (5) days after first answer is received.
- v. The immediate supervisor will have up to five (5) days to answer, in person, the complaint.
- vi. The complainant must exhaust all the administrative remedies available at the unit at which s/he works before s/he may use the formal appeal procedure.
- vii. If the complainant is not satisfied with the administrative remedies proposed in answer to his/her complaint at the unit level, s/he shall have ten (10) days within which to present an appeal in writing and enter it into the formal procedure.

C. Formal Appeal Procedure

1. Level One - the Superintendent

- i. If the complainant, having exhausted all levels of administrative remedies at the unit at which s/he works, is not satisfied with the outcome of the informal procedure, s/he may present his/her appeal in writing to the Superintendent.
- ii. Copies of this appeal must also be sent simultaneously to Human Resources and the President of AdA.
- iii. The appellant may request a conference with the Superintendent prior to the rendering of a decision by the Superintendent. The appellant may (1) discuss the appeal personally, or (2) request that a representative of AdA accompany him/her and may also request that the AdA representative act on his/her behalf.
- iv. The appellant must submit the appeal in writing:

- a. within ten (10) days after s/he has exhausted the administrative remedies by having received an unsatisfactory answer at the highest unit administrative level, or
  - b. within twenty-five (25) days after the appellant knew, or should have known, of the act or condition on which the appeal is based, whichever comes later.
- v. The Superintendent, within twenty (20) days after the receipt of the appeal or within twenty (20) days after the personal conference, shall render a written decision to the appellant, with copies to HR, the President of the AdA, and to the administrator or supervisor rendering a decision in the informal procedure.

2. Level Two - Board Appointed Hearing Officer

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

3. Group Appeal

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

III. Probationary Period

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

IV. Reclassification of Administrators

A. Distinction between Promotion and Reclassification

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

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

## C. Requests for Reclassification

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

## V. Right of Notification of Termination

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

## VI. Work Year

- A. The work year for a ten-month administrator shall be twenty (20) paid days longer than the teachers' contract year. The specific days to be worked will be determined by the administrator's immediate supervisor with notification to HR.
- B. The work year for a twelve-month administrator shall be a full calendar year of fifty-two (52) weeks, including twenty-three (23) days of paid vacation.
- C. An administrator shall not be required to work on any holiday or Board-declared employees' recess day as identified in the annual school calendar, as approved by the Governing Board.

## VII. Workday

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

## VIII. Voluntary Separation/Release from Employment

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

## IX. Resignation Prior to Contract End Date

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

- A. All requests for release/resignations must be submitted in writing to the Assistant Superintendent for Human Resources, including the reason for the request.
- B. Employees released from their contract during the first 30 calendar days after execution of the signed contract/letter of intent, or June 30<sup>th</sup>, 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 31<sup>st</sup> 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 Assistant Superintendent for Human Resources. If the waiver is denied, the employee may submit a written appeal within 10 days of the denial to the Superintendent, whose decision shall be final with no further avenue of appeal.
  
- X. Retirement  
Employees who plan to retire for their employment with the District at the end of a contract year are expected to notify the Human Resources Department and their supervisors by March 15<sup>th</sup>.

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.
	A certificated administrator has a state certificate in school administration. A classified administrator is a non-certificated administrator.
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 handbook 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 work days during the contract year.
minimal due process	a meeting held, at the written request of a probationary administrator, with the Assistant Superintendent for Human resources to discuss the non-continuation of the probationary administrator after the term of his/her 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



acting administrator	28	leave of absence without pay, effect on	
acting administrators	23	continuity of service	5-9
AdA	28	leave of absence without pay, extension of	5-9
administrator	28	leave of absence without pay, reasons for	5-9
appeal	28	leave of absence, health insurance benefits	
appeal process, formal appeal procedure	22	continued during	5-9
appeal process, group appeal	25	leaves of absence without pay	5-9
appeal process, informal complaint procedure	24	minimal due process	28
appeal process, purpose	22	official subpoena	9
appeal process, representation	23	paid leave, suspected misuse of	4-6
appeal process, time limits	23	paid leave, units earned and charged	4-6
appellant	29	paid leave, units in which earned and charged	4-6
ASRS Long-Term Disability (LTD) Program	7	paid leave, use for	4-6
ASRS LTD	7	personal car, reimbursement for	9
car allowance, principal	9	personal insurance coverage, eligibility for	3
classified employee move to administrator	13	probationary period	25
complainant	24	professional compensation	28
dependent coverage, eligibility for	3	promotion	25
duty day rate of pay	28	reclassification	25
early retirement program	11-12	reprimand	29
early retirement program, health insurance	11-12	salary schedule, components of	15
early retirement program, leaving	11-12	salary schedule, educational increments	15
early retirement program, life insurance benefit	11	salary schedule, experience increments	15
		seniority	12, 28
early retirement program, rate of pay	11	termination, written notice of	26
flex benefit plan	4	TSA	3
group supplemental disability insurance coverage	4	unused leave, payment for	9
		unused vacation, payment for	9
group term life insurance	4	vacation	13
health and medical insurance	3	work year	26
health insurance benefits, retention after RIF	3	workday	26
jury duty	9		