

MESA UNIFIED SCHOOL DISTRICT #4

WORKING CONDITIONS AND BENEFITS

FOR

CERTIFICATED EMPLOYEES

JULY 1, 2023 – JUNE 30, 2024

The contents of this document may be modified at any time by the District. Compensation may be impacted by a reduction in available District funds. The benefits outlined herein pertain only to the current contract year. There is no expectation that any benefit will continue beyond the current contract year.

It is expressly understood that the contents of this document **do not constitute the terms of a contract of employment**. Nothing contained herein shall be construed as a guarantee of continued employment beyond the period of employment set forth in any contract of employment entered into by any employee with the District.

Any oral or written representations to the contrary of the above statements are invalid and should not be relied upon by any employee.

For additional information, refer to the Governing Board Policies and Regulations or the Employee Handbook.

| 2023-2024 Meet and Confer Teams | |
|--|------------------------------|
| District Team | MEA Team |
| Justin Wing | Kelly Berg |
| Christel Swinehart Arbogast | Liz Arellano |
| Theresa Baca | Stacey Becker |
| Gabbi Buckley | Rachel Brown |
| Keiko Dilbeck | Marta Connally |
| Susan Jenni | Nancy Munoz |
| Robby Meldau | Brady Thorpe |
| Tracy Yslas | Rony Assali (AEA Consultant) |

Table of Contents

| | |
|---|----|
| Article 1 – Definitions | 4 |
| Article 2 – Appointment of Teachers to Committees | 6 |
| Article 3 – Association Representation | 8 |
| Article 4 – Association Rights | 8 |
| Article 5 – Changes in Grades and/or Report Cards | 9 |
| Article 6 – Class Size | 11 |
| Article 7 – Compensation Plan | 12 |
| Article 8 – Dispute Resolution Procedures | 23 |
| Article 9 – Due Process Procedures and Employee Rights | 27 |
| Article 10 – Duty-Free Lunch | 29 |
| Article 11 – Education Compensation | 29 |
| Article 12 – Employee Involvement | 30 |
| Article 13 – Enrollment in Tax Deferred Investments | 30 |
| Article 14 – Enrollment of Employee Dependents in the Mesa Public Schools | 31 |
| Article 15 – Flex Days | 31 |
| Article 16 – Furlough Days | 32 |
| Article 17 – Health and Welfare Program | 32 |
| Article 18 – Long-Term Leaves of Absence | 34 |
| Article 19 – Medical Leave Assistance | 35 |
| Article 20 – Part Time Teacher Rights | 37 |
| Article 21 – Pay for Performance | 37 |
| Article 22 – Paydays | 38 |
| Article 23 – Planning Time | 38 |
| Article 24 – Professional Day | 40 |
| Article 25 – Professional Development Credit | 42 |
| Article 26 – Professional Evaluation | 42 |
| Article 27 – Professional Leave | 42 |
| Article 28 – Professional Travel Funds | 43 |
| Article 29 – Re-Opener | 44 |
| Article 30 – Reductions in Personnel | 45 |
| Article 31 – Reimbursement for the Unused Sick Leave | 47 |
| Article 32 – Release Time for the MEA President | 48 |
| Article 33 – Safety and Facilities Committee | 49 |
| Article 34 – Salary Schedule for Extended Contracts | 49 |
| Article 35 – Salary Schedule for Extra Factor | 50 |
| Article 36 – Salary Schedule for Substitutes | 58 |
| Article 37 – Savings Clause | 59 |
| Article 38 – School Calendar | 59 |
| Article 39 – Seniority List | 59 |
| Article 40 – Short Term Leave | 60 |
| Article 41 – Student Teachers | 63 |
| Article 42 – Substitutes | 64 |
| Article 43 – Teacher Preparation Days | 64 |
| Article 44 – Transfer Procedure | 65 |
| Article 45 – Traveling Teachers | 69 |
| Article 46 – Use of Student Test Data | 70 |
| Article 47 – Zipper Clause | 70 |

Article 1 – Definitions

Terms, as used in this document, shall be defined as follows:

Association shall mean the Mesa Education Association, Inc.

Board shall mean the Board of the Mesa Unified School District Number Four.

Building Administrator/Unit Administrator shall mean the principal, assistant principal, or director at an elementary, junior high, high school, or specialized school. At a service center or other facility, it shall mean the administrator having primary decision-making responsibility governing the employees assigned to that facility.

Days shall mean those times when employees are required to be at their places of employment regardless of whether or not students are present. It shall not include regularly scheduled school holidays or days when the employee is not under contract to be at work.

District shall mean the Mesa Unified School District Number Four.

Employee shall mean any classroom teacher, counselor, specialist (i.e., department specialist, science specialist, art specialist, etc.), psychologist, nurse, occupational therapist, physical therapist, audiologist, or speech language pathologist.

Family, for sick leave purposes, shall mean a member of the employee's immediate household. For bereavement leave and family critical illness purposes, family shall mean the employees' spouse, children, parents, parents-in-law, siblings, stepchildren, paternal and maternal grandparents of the employee, grandchild, brother-in-law, or sister-in-law, son-in-law, or daughter-in-law.

Flex day shall mean occasional, pre-approved workdays, outside of regularly scheduled contract work days, in increments of full or half days, in exchange for paid days of absence, in increments of full or half days, during regularly scheduled contract work date ranges.

Furlough day shall mean a temporary unpaid, non-workday designated by the district that would normally be a paid work day.

Immediate Supervisor shall designate the school principal at all elementary schools, the principal or assistant principal at secondary schools, and the administrator at the lowest level of the Table of Organization with the authority to assign job functions, issue reprimands, and/or recommend employment or dismissal at other facilities.

MACS shall mean the Mesa Association of Classified Supervisors.

MASA shall mean the Mesa Association of School Administrators.

MESPA shall mean the Mesa Education Support Personnel Association.

Obligatory Transfer shall mean a mandatory change in assignment outside the employee's present school necessitated because of:

- A. Increases or decreases of enrollment in various grades and classes;
- B. Opening of new buildings or closing of old ones;
- C. Changes in organization of the school system;
- D. Addition or elimination of an educational service;
- E. Vacancies created by promotions, leaves of absence, death, retirement, transfer and the like; or
- F. Special circumstances which will enhance the District educational program.

Professional Day shall mean the 30 minutes prior to the start of the first regularly-scheduled student class and 30 minutes past the last regularly-scheduled student class not to be less than the minimum of seven and one-half (7 ½) hours on campus, excluding lunch, in compliance with the eight (8) hour professional workday.

Reprimand shall mean a written report of disciplinary action taken by supervisory personnel as a result of an employee violation or infraction of District policies, procedures, regulations, or administrative directives. A designation of building file or district file must be indicated on the "MPS Employee Letter of Reprimand for Professional Staff" by the supervisory personnel. This is different than a letter of warning or memo of direction.

School year shall mean the time the regular classroom teachers are under contract including that time on "extended contract" and/or District approved "flex days."

Seniority shall mean the status of teachers with respect to the length of teaching service with the District as follows:

Seniority shall be computed from an employee's most recent date of employment. Part-time employment shall be included on a pro-rata basis. For teachers new to teaching (TNT), seniority shall be computed from the most recent date of employment, excluding any days of TNT training prior to the start of the school year.

When the District is filling part-time positions and all factors are considered equal by the unit administrator, an employee's seniority as a part-time employee shall be the determining factor in filling the vacancy.

Part-time employees have no guarantee of continued employment beyond that provided in statute.

Time spent out of the District on an authorized leave of absence shall neither add to nor interrupt an employee's seniority.

In the event two or more teachers began work on the same date, their seniority rank shall be determined by the date on which their employment contracts were ratified by the Board. In the event the board date is the same for those teachers who began work on the same date, the date of their new hire ePAR shall determine their seniority rank. In the event two or more teachers still have the same seniority rank, the date in which they signed their initial contract with the district shall determine their seniority rank.

Superintendent shall mean the chief administrative officer of the Mesa Unified School District Number Four or appointed designee.

Voluntary Transfer shall mean a change in assignment from one school to another initiated at the request of the employee.

Article 2 – Appointment of Teachers to Committees

Committees which make recommendations in areas which directly affect teachers should be constituted with teacher representation.

Within twenty (20) working days of the request the MEA president will recommend names of individuals to the Superintendent for consideration of appointment for all classroom teacher positions on District committees which directly affect teachers. Failure to respond within this time limit will result in appointments being made by the Superintendent, unless an extension of the time limit is agreed to by both parties.

Any District employee or group of employees may submit names of employees to be considered for appointment to committees for consideration by the Superintendent. The Association will select one-half (1/2) of the committee membership unless committee membership is specifically identified in this article.

Each principal and director selection committee shall include at least one (1) teacher member appointed from a list of three (3) names submitted by the Association President.

The Superintendent agrees to inform the Association whenever a temporary committee is formed to review curriculum and the names of the individuals appointed to serve on each committee.

For the committees listed below, one member of each shall be designated to inform the Superintendent and the MEA president of the committee's meeting schedule and to transmit committee minutes to the Superintendent and the MEA president.

Textbook and Instructional Materials Selection Committees

Section A.

All committees charged with reviewing and selecting textbooks and/or instructional materials used in lieu of textbooks shall be composed of at least one-half (1/2) classroom teachers who are presently teaching at the grade level or in the department for which the texts or materials are being selected.

The president of the Association will submit names for the classroom teacher members of selection committees to the Superintendent for consideration of appointment to the committees.

After a review and selection committee has been appointed, the administration shall publicize the names of committee members to encourage teachers to discuss the selection with committee members.

Selection committees shall provide classroom teachers with an opportunity for oral and written input about texts and instructional materials under consideration before the committee's recommendations are finalized and forwarded to the Board.

Section B.

Following the completion of each adoption process, the selection committee shall be reconvened to recommend the instructional materials and supplies necessary to effectively implement that program.

Section C.

The District shall attempt to provide released time, if necessary, for teachers working on selection committees.

Employee Benefits Advisory Committee

The Employee Benefits Advisory Committee shall be composed of three (3) employees appointed by the Association, three (3) employees appointed by MESPA, three (3) employees appointed by the Mesa Association of School Administrators, three (3) members appointed by the Mesa Association of Classified Supervisors, and the Assistant Superintendent for Human Resources or their designee.

State of the district committee

Representatives of the Association, MESPA, school administration, and the Superintendent will meet at least one time each semester for the purpose of discussing the state of the district and changes in programs that may result from changing student enrollment or changes in the budget. Some guiding assumptions for the committee shall include:

1. Employee understanding of critical issues in the district will help the district to create a positive environment for work and for student learning.
2. Creative and new ideas from the employees at the schools and worksites can provide input to the superintendent.

Pay for Performance Advisory Committee

The District, MEA, and MESPA shall each appoint three (3) members to a Pay for Performance Advisory Committee. The committee shall meet at least one (1) time each school year. The purpose of the committee is to make recommendations to the Superintendent regarding the district pay for performance plan.

Article 3 – Association Representation

The District recognizes the Association as the representative of all classroom teachers, counselors, specialists (i.e., department specialists, science specialists, art specialists, etc.), psychologists, nurses, occupational therapists, physical therapists, audiologists, and speech language pathologists who are employed by the Mesa Unified School District.

Article 4 – Association Rights

The Association and its recognized representatives are permitted to conduct Association business on school property. Permission for use of the facilities for this purpose must be obtained at least two (2) days in advance from the unit administrator and must not interfere with any scheduled school activities. Excess costs resulting from such use shall be borne by the Association.

Space on at least one bulletin board shall be made available in each school unit to the Association and its recognized representatives for the purpose of posting notices about Association matters and activities.

The Association may communicate with employees using district inter-school mail, district telephones, web conferencing tools (e.g. Webex), and the district voice mail system. The Association may transact official organizational business and communicate with their membership via district email and web conferencing tools. The Association's communication and distribution of materials must be reasonable and non-political in nature.

Upon prior approval of the school principal, the Association may have time prior to the start of the morning or after the close of the afternoon faculty meetings for the purpose of making Association announcements and reports.

The District agrees that within the provisions of District Policy and the Arizona Revised Statutes it will furnish to the Association:

1. Financial documents which are appropriate to the meet-and-confer process;
2. Agendas to the Board meetings;
3. Minutes of the Board meetings;
4. Names and assignments of all certified employees in the District; and
5. A seniority list of all teachers in the District, which shows names and hire dates.

Cost of duplication of these materials shall be borne by the Association.

Each year by September 15, the Association shall provide to the District a list of current faculty representatives and executive officers. Upon request, the District will provide the Association an updated list of new hire certified staff starting in the summer, leading up to the new hire event, and at the end of each semester. Each year, the Association will work with Human Resources administration on the frequency of the list sharing and to participate in the new hire event.

The unit administrator and the faculty representatives at each site shall meet at least one time each year, prior to October 1, for the purpose of discussing procedures and concerns related to the duties of the Association Representatives.

Article 5 – Changes in Grades and/or Report Cards

Section A

1. Classroom teachers are responsible for grading decisions. Teachers shall keep sufficient record of objective measures of each student's performance during the grading period to explain/justify/support the grade indicated on the report card based on the Grading Practices document adopted in 2017
2. Students or their parents/legal guardians have the right to question grading decisions.
3. Questions regarding grading decisions should initially be discussed with the teacher who made the decision.
4. Any questions regarding grading decisions not resolved through discussion with the teacher may be appealed to the school principal or designee within twenty (20) school days into the next grading period.

5. In an effort to resolve the matter, the school principal or designee shall discuss the grade with the classroom teacher and review (with the teacher) the teacher's record of objective measures of student performance during the grading period.

Administrators shall not substitute their professional judgment for that of the teacher.

Except as provided in section B, there is no process for review of a grading decision other than with the school principal or designee.

Section B

1. In the event that any question regarding a teacher's decision to promote or retain a student in a grade in an elementary school or to pass or fail a student in a course in a junior or senior high school cannot be resolved at the school level, the student or parent/legal guardian may request in writing that the Board review the decision. Any such request must be made within fifteen (15) days of the school principal or designee's review of the pass/fail or promote/retain decision.
2. The Board shall review the decision in executive session unless the parent/legal guardian or the emancipated student requests in writing that the review be conducted in an open meeting.
3. If the review is conducted in Executive Session, the Board shall notify the teacher and parent/legal guardian or emancipated student of the date, time and place of the review. The Board shall allow the parent/legal guardian or emancipated student and the teacher to be present at the review.
4. The Executive Session shall be tape recorded or minutes taken.
5. The parent/legal guardian or emancipated student may present to the Board written evidence to support the contention that the promotion/retention decision or the pass/fail decision should be overturned.
6. The teacher may also present written evidence to support their decision. If the teacher is not present at the review, the Board shall consult with the teacher, if possible, before making its decision.
7. If the course wherein the grade was reported is a course for which competency requirements have been prescribed, the Board shall base its decision on the prescribed competency requirements.
8. The Board shall put in writing its decision to accept or overturn the teacher's decision. The document shall include the basis for the Board's decision.
9. Any written request, the written evidence presented at the review and the written record of the review, including the decision of the Board to accept or overturn the teacher's decision, shall be retained by the Board as part of its permanent records.

Section C

When revisions in District report cards are necessitated, a joint committee shall be formed to review the changes. No more than one-half (1/2) of the committee shall be administrators. Except in order to comply with legislative mandates and/or established emergencies, any changes in report cards shall not be implemented during the current school year.

The MEA president will recommend names of teachers to the Superintendent for concurrence and appointment to the committee.

Article 6 – Class Size

Maintaining class size ratios as described below and any reductions are dependent upon the financial resources of the District and the amount of classroom space available.

During the 2023-2024 school year, the District Administration shall attempt to staff schools with a student-teacher ratio at an average per school as follows:

| | |
|--------------------|-------------|
| Kindergarten | 26 students |
| Primary (1-3) | 26 students |
| Intermediate (4-6) | 30 students |
| Junior High (7-8) | 30 students |
| High School (9-12) | 30 students |

During the 2023-2024 contract year, inordinate class size which shall constitute grounds for a complaint is defined as student enrollment of ten percent (10%) above the aforementioned ratios. In order to maintain class size as designated in this document, the Association recognizes combining two grade levels in a single class or transferring a teacher after the school year is underway may be necessary. Concerns regarding class size shall first be addressed through the informal procedure outlined in section iii of article 8 – dispute resolution procedures included in the working conditions and benefits document.

For special education, a complaint is defined as a case load exceeding the student-teacher ratio by ten percent (10%) as defined in the Administrative Regulation IHB-R, exclusive of contact hours. In the event that the student-teacher ratio exceeds the guidelines in the Administrative Regulation by more than ten percent (10%), the teacher shall first address the concern through the informal procedure outlined in section iii of article 8 – dispute resolution procedures included in the working conditions and benefits document.

Because the District recognizes and understands the importance of maintaining the lowest possible class sizes and caseloads, the superintendent shall provide periodic student-teacher data. Such reports shall be made available to the Board and the MEA President no less than two (2) times per year, once each semester.

Faculty at alternative programs/sites will be consulted by the Administration in determining appropriate class size.

Article 7 – Compensation Plan

This Professional Staff Compensation Plan will be used to determine the salaries of professional staff employees.

The annual salary of a professional staff employee will be the sum of the following compensation elements approved annually by the Governing Board for the employee's professional staff work group:

- Base salary
- Experience and/or education factors
- Additional factors, if any, for the employee's position

Compensation elements, and the amounts allocated to them for the previous school year, are subject to amendment by the Governing Board for the following year.

The professional staff employee's contractually assigned position will determine their placement in one of the following professional staff work groups:

- Teachers, counselors, nurses, social workers, SLTs, and audiologists
- School psychologists, occupational therapists, physical therapists, BCBA's and speech language pathologists
- Department specialists
- JROTC

The Hiring Guidelines and the Annual Placement Guidelines adopted by the Governing Board as part of the budget development process for the next school year will be used to calculate the salary of a new hire employee and a returning employee, respectively, for the next school year. For the purpose of this article:

- "New hire employee" means an employee who will start employment in a professional staff position and was not employed by the district in the same professional staff work group for the previous year. A new hire employee will become a returning employee if the employee is rehired for a position in the same work group for the following school year.
- "Returning employee" means a professional staff employee who was employed by the district in the same professional staff work group during the previous contract year, remained employed throughout the work term of the previous contract and returned for employment in the same work group.

The amounts specified in the Hiring Guidelines and Annual Placement Guidelines for base salary and other factors are for an employee in a 1.0 full-time equivalent (FTE) position. Base salary and other factors will be prorated if the employee's contract is less than 1.0 full-time equivalent (FTE) or specifies a term of fewer days than the full contract period for their work group.

Hiring Guidelines for New Hire Employees

Base Salary Calculation

1. A new hire employee will receive the base salary amount for their work group approved by the Governing Board for the Hiring Guidelines.
2. The base salary for a new hire employee who was previously employed by the district within the past 24 months, as measured from their last day of employment to their new start date of employment, will receive a base salary equal to that of their last year of employment. This base salary will be adjusted if salaries decrease during the employee's absence from the district.

Experience Compensation Calculation

The district will use the following guidelines to calculate a new hire employee's experience compensation:

1. Only a full-time year of verified contractual, certificated teaching or like experience in a public or private school will be honored. Experience for less than a full-time year will not be credited in any manner. "Full-time year of experience" means a 0.75 full-time equivalent or more, for at least 135 workdays in the contract term.
2. Experience may be given for previous employment in the same or equivalent position, if determined to be appropriate, on a case-by-case basis.
3. Experience compensation will be calculated only for years that are verified. Experience verification forms must be submitted to the Human Resources Department at the time of hire. If sufficient verification is not received within 45 days after the contract start date, the employee's salary may be recalculated.
4. If a new hire employee is granted experience that a subsequent verification reveals to be incorrect or unsupported, the employee's contract and salary will be revised retroactively to the date of the contract.

Education Compensation Calculation

The district will use the following guidelines to calculate a new hire employee's education compensation:

1. Only coursework and/or degrees relevant to the pre-K–12 field of education or the employee's job responsibilities will be considered for education compensation.
2. Education compensation will be given only for credits or degrees that are verified. Official transcripts must be submitted to the Human Resources Department at the time of hire. If official transcripts are not received within 45 days after the contract start date, the employee's salary will be recalculated.

3. Approved graduate-level coursework will be compensated at the amount approved by the Governing Board for the Hiring Guidelines, with a maximum of 45 credits beyond an awarded BA or BS degree and a maximum of 60 credits beyond an awarded MA or MS degree. Only courses taken after completion of all requirements for the degree will be credited.
4. An MA or MS degree and an EdD or PhD degree will be compensated at the amount approved by the Governing Board for the Hiring Guidelines, unless the degree is required for the employee's position.
5. If an MA or MS degree program required more than 45 semester hours of graduate-level coursework, an employee will be credited with additional semester hours above the master's degree, providing all other criteria have been met.

Additional Compensation

Additional compensation may be given for competitive market value, unique skills and experiences, and district- or school-specific needs.

Annual Placement Guidelines for Returning Employees

Base Salary Calculation

1. A new base salary of a returning employee will be calculated each school year. The new base salary will be calculated using the employee's previous year's base salary, and any across-the-board adjustments and education compensation earned.
2. An across-the-board adjustment to the full-time base salary may be made at the discretion of the Governing Board.

Education Compensation Calculation

The district will use the following guidelines to calculate a returning employee's education compensation:

1. Coursework and/or degrees completed between June 1 and May 31 of each year will be considered and calculated for compensation for the next school year. Official transcripts for coursework and/or degrees completed must be submitted no later than July 15 of that year. Coursework and/or degrees completed prior to June 1 of the previous year will not be considered for compensation.
2. Only coursework and/or degrees relevant to the pre-K–12 field of education or the employee's job responsibilities will be considered for education compensation.
3. Employees who wish to enroll in an MA or MS degree program or an EdD or PhD degree program and receive education compensation must file a proposed course of study with the Human Resources Department. The proposed course of study must be signed and approved by the Assistant Superintendent of Human Resources or designee prior to enrollment in any classes.

4. All coursework, other than the district's professional development coursework, must be submitted for approval. The request must be submitted for approval within one week after the first day of class.
5. Education coursework and/or degrees must be verified. An official transcript or certificate of completion for coursework, other than district professional development coursework, must be sent to Human Resources within 45 days after the last day of class in order to have the education compensation added to the following year's base salary.
6. Education compensation will be limited to 45 credits beyond an awarded BA or BS degree and 60 credits beyond an awarded MA or MS degree. Only coursework taken after completion of all requirements for the degree will be credited.
 - a. Graduate-level coursework documented on an official transcript from a nationally accredited college or university, as recognized through the Council for Higher Education Accreditation, will be compensated at the per-credit-hour rate approved by the Governing Board for the Annual Placement Guidelines.
 - b. Graduate-level coursework documented with a certificate of completion (e.g., select coursework through Northern Arizona University) from a nationally accredited state college or university, as recognized through the Council for Higher Education Accreditation, will be compensated at a per-credit-hour rate approved by the Governing Board for the Annual Placement Guidelines.
 - c. District approved professional development coursework will be compensated at a per-credit-hour rate approved by the Governing Board for the Annual Placement Guidelines, unless the employee was paid a stipend or otherwise compensated for attending the course. One (1.0) hour of credit will be granted for each 16 hours of classroom hours, and one-half (0.5) hour of credit will be granted for each eight hours of classroom hours.
 - d. A maximum of 12 credits of undergraduate coursework will be compensated at a per-credit-hour rate approved by the Governing Board for the Annual Placement Guidelines. Only undergraduate coursework completed while an employee of the district will be considered.
7. An MA or MS degree and an EdD or PhD degree will be compensated at the amount approved by the Governing Board for the Annual Placement Guidelines, unless the degree is required for the employee's position.
8. If an MA or MS degree program requires more than 45 credits, the additional credits will be applied above the master's degree, provided that all other criteria have been met.
9. Education compensation will not be given for coursework or a class that is taken more than once, or where the employee receives a grade of less than a "C."
10. Coursework taken to obtain a provisional or reciprocal certificate, to convert a provisional or reciprocal certificate, or to clear deficiencies will not be compensated.

A returning employee may appeal the application of the Annual Placement Guidelines for education compensation. An appeal must be submitted in writing to the Assistant Superintendent of Human Resources within five school days after learning of the decision. The Assistant Superintendent of Human Resources or designee will review and decide the appeal within five school days after receiving the appeal.

Additional factors

The Governing Board may adopt additional compensation factors, such as National Board Certification and hard-to-fill positions.

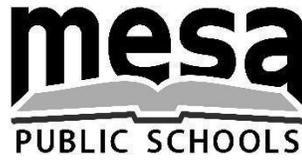
Guidelines for Retired ASRS Members

1. The district has contracted with a private third-party employer to provide experienced staff to the district on an as needed basis and to allow an employee to phase in their retirement. District employees or new hires who are eligible for normal retirement from the Arizona State Retirement System (ASRS) can retire from the district and enter into an employment relationship with the third-party employer for 12-months from the actual retirement date with ASRS. This is considered the MPS “phased retirement” program.

Phased Retirement Program:

- a. As third-party employees, former district employees can continue to serve the district and receive compensation while also receiving their retirement benefits from ASRS.
 - b. The third-party employer will provide a base salary to former district employees in the phased retirement program. The former district employee in the phased retirement program will receive a base salary based on the applicable formula below:
 - i. If the phased retirement role is similar in nature to the employee’s pre-retirement position (same pay grade), the third-party employee will receive 74.52% of their most recent pre-retirement base salary plus any applicable wage increases being applied going into the first year of the phase retirement program.
 - ii. If the phased retirement role is different in nature to the employee’s pre-retirement position (not the same pay grade), the third-party employee will receive 74.52% of the base salary determined by MPS salary placement procedures.
 - c. A non-former district employee may be hired by the third-party employer with consultation from the district and participate in the phased retirement program. The third-party employee will receive 74.52% of the base salary determined by MPS salary placement procedures.
2. The district may rehire former employees or hire non-former district employees who retired with ASRS under the normal retirement rules and has met the 20/20 rule for 12-months following the actual retirement date with ASRS.

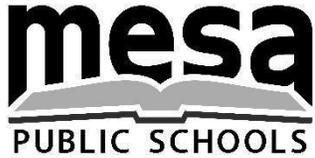
- a. The former district employee who participated in and fulfilled the phased retirement program is eligible for rehire with the district. If rehired, the rehired employee will receive compensation and eligible benefits provided to district employees.
 - i. If the new role is similar in nature to the employee's r phased retirement position (same pay grade), the rehired employee will receive 100% of their most recent pre-retirement base salary plus any applicable wage increases being applied going into the first year of the phase retirement program.
 - ii. If the new role is different in nature to the employee's phased retirement position (not the same pay grade), the rehired employee will receive a base salary determined by MPS salary placement procedures.
 - iii. If there is a separation of one or more years between the completion of the phased retirement program and the rehire date, the rehired employee will receive a base salary determined by MPS salary placement procedures.
 - iv. Unless otherwise specified, the rehired employee is not eligible for MPS salary increases when returning as a district employee.
- b. The non-former district employee will receive a base salary determined by MPS salary placement procedures.
- c. The (re)hire under these conditions will be considered exclusionary employees (reference ARS 38-766.01. Retired members; return to work).



2023-2024 Compensation Worksheet-Certificated Rehire

| | | | | | | | | |
|---|--|--|---------------|-------------|--------------------------|--|---------------------|--|
| General Information: | | | | | | | | |
| Last Name: | | | | | First Name: | | | |
| EIN: | | | | | 2023-2024 FTE: | | | |
| Primary Site: | | | | | Primary Job: | | | |
| Contract Days: | Begin: | | | End: | | | Work Days: | |
| 2023-2024 Contract Salary Information: | | | | | | | | |
| Full-time Base Salary | | | | | | | | |
| Salary Calculation: | | | | | | | | |
| | | | Factor | | Salary Adjustment | | Total Salary | |
| 1 | 2023-2024 Base Salary (full-time, full year): | | | | | | | |
| 2 | <i>Education Compensation (a maximum of 45 credits beyond a BA and 60 credits beyond an MA):</i> | | | | | | | |
| | <i>a. Graduate-Level Credits (\$65 per credit hour):</i> | | | | | | | |
| | <i>b. Professional Development and Undergraduate Credits (\$45 per credit hour):</i> | | | | | | | |
| | <i>c. Advanced Degree (an additional \$1000 for an MA and PhD. or Ed.D.):</i> | | | | | | | |
| 3 | 2023-2024 New Base Salary (line 1+line 2+line 3): | | | | | | | |
| 4 | 2023-2024 Full-time Equivalent (FTE): | | | | | | | |
| 2023-2024 Contract Salary (line 4 x line 5): | | | | | | | | |

Supplemental funding from Proposition 301 (Classroom Site Fund) and Proposition 202 (Instructional Improvement Fund) account for 9.7% of the base salary amount for the 2023-2024 school year. The revenue that the District receives from these two funds is based on state sales tax revenue, state land trust sales, and gaming proceeds which fluctuate each year. This may result in an annual fluctuation of the base salary.



2023-2024 Certificated Teacher, Counselor, Nurse, Social Worker and SLT Hiring Guidelines

| Base Salary |
|---|
| The base salary for a Teacher, Counselor, Nurse, Social Worker or SLT new hire is \$54,035. |

| Experience |
|--|
| All full-time years of verified certificated teaching or like experience will be honored at a rate of \$500.00 per year. |

| Graduate-Level Coursework |
|--|
| Approved graduate-level coursework will be honored at a rate of \$65.00 per credit hour, with a maximum of 45 credits beyond a BA degree and a maximum of 60 credits beyond an MA degree. An additional \$1000.00 will be granted for an MA degree and an Ed.D. or Ph.D. degree. |

| Annual Stipend |
|---|
| A teacher or counselor who has earned National Board Certification will be awarded an annual stipend of \$1,575.00. |

| | |
|---|-------------|
| Example: | |
| Teacher X is a 10-year veteran with 40 credit hours past a BA degree. The teacher has also earned an MA degree. | |
| Base Salary: | \$54,035.00 |
| Experience: (10 x \$500.00) | \$5,000.00 |
| Graduate Coursework: (40 x \$65.00) | \$2,600.00 |
| Master's Degree: | \$1,000.00 |
| 23-24 Contract Salary: \$62,635.00 | |

Salary and benefits are prorated based on hire date and less than full-time FTE.

Supplemental funding from Proposition 301 (Classroom Site Fund) and Proposition 202 (Instructional Improvement Fund) account for 9.7% of the base salary amount for the 2023-2024 school year. The revenue that the District receives from these two funds is based on state sales tax revenue, state land trust sales, and gaming proceeds which fluctuate each year. This may result in an annual fluctuation of the base salary.

In addition to the contract salary amount, incentive pay derived from Proposition 301 (Classroom Site Fund) is awarded to all eligible certificated staff who successfully complete established goals. The revenue that the District receives from the Classroom Site Fund is based on state sales tax revenue which can fluctuate each year. This may result in an annual fluctuation of incentive pay.

Retirees who are on ESI and receiving a monthly benefit from the Arizona State Retirement System will be paid a reduced salary or hourly rate according to district policy.



2023-2024 Certificated Department Specialist Hiring Guidelines

Base Salary

The base salary for a Department Specialist new hire is \$54,035.00.

Experience

All full-time years of verified certificated teaching experience will be honored at a rate of \$500.00 per year.

Graduate-Level Coursework

Approved graduate-level coursework will be honored at a rate of \$65.00 per credit hour, with a maximum of 45 credits beyond a BA degree and a maximum of 60 credits beyond an MA degree. An additional \$1000.00 will be granted for an MA degree and an Ed.D. or Ph.D. degree.

Additional Work Days

A department specialist will work 14 additional days at their daily rate.

Additional Salary Stipend

A department specialist will receive a 10% stipend based on the contract salary.

Annual Stipends

A department specialist who has earned National Board Certification will be awarded an annual stipend of \$1,575.00.

Example:

Department Specialist X is a 7-year veteran with 45 credit hours past a BA degree. The specialist has also earned an MA degree.

| | |
|-------------------------------------|-------------|
| Base Salary: | \$54,035.00 |
| Experience: (7 x \$500.00) | \$3,500.00 |
| Graduate Coursework: (45 x \$65.00) | \$2,925.00 |
| Master's Degree: | \$1,000.00 |

2023-24 Teacher Contract Salary:

| | |
|------------------------------------|----------|
| \$61,460.00 | |
| Daily Rate: (\$61,460.00/187 days) | \$328.66 |

2023-24 Contract Salary:

| | |
|-------------|-----------------------|
| \$66,060.66 | (\$328.66 x 201 days) |
|-------------|-----------------------|

| | |
|--------------------------------------|------------|
| 10% Stipend: (.10 FTE x \$65,485.80) | \$6,606.07 |
|--------------------------------------|------------|

2023-24 Total Compensation: \$72,666.73

Salary and benefits are prorated based on hire date and less than full-time FTE.

Retirees who are on ESI and receiving a monthly benefit from the Arizona State Retirement System will be paid a reduced salary or hourly rate according to district policy.



2023-2024 Certificated Psychologist, Audiologist, OT, PT, BCBA and SLP Hiring Guidelines

Base Salary

The base salary for a Speech and Language Pathologist (191 days) new hire is \$72,402.
The base salary for an Audiologist, OT, PT and BCBA (191 days) new hires is \$75,971.
The base salary for a Psychologist (193 days) new hire is \$76,734.

Experience

All full-time years of verified certificated like position experience will be honored at a rate of \$500.00 per year.

Graduate-Level Coursework

For SLPs, approved graduate-level coursework will be honored at a rate of \$65.00 per credit hour, with a maximum of 60 credits beyond an MA degree. An additional \$1000.00 will be granted for an Ed.D. or Ph.D. degree.

For Psychologists, OT, PT, and BCBA approved graduate-level coursework will be honored at a rate of \$65.00 per credit hour, with a maximum of 60 credits beyond the qualifying credentials to be hired as a psychologist. An additional \$1000.00 will be granted for an Ed.D. or Ph.D. degree.

Example:

Psychologist X is a 5-year veteran with 30 credit hours beyond the qualifying credentials to be hired as a Psychologist.

| | |
|-------------------------------------|-------------|
| Base Salary: | \$76,734.00 |
| Experience: (5 x \$500.00) | \$2,500.00 |
| Graduate Coursework: (30 x \$65.00) | \$1,950.00 |

2023-24 Contract Salary: \$81,184.00

Salary and benefits are prorated based on hire date and less than full-time FTE.

Retirees who are on ESI and receiving a monthly benefit from the Arizona State Retirement System will be paid a reduced salary or hourly rate according to district policy.



2023-2024 Air Force and Army JROTC Hiring Guidelines

Base Salary

The base salary for an Air Force JROTC new hire is 10.0 x MIP (minimum instructor pay).
The base salary for an Army JROTC new hire is 10.25 x MIP (minimum instructor pay).

Supplement

The Air Force enlisted supplement is \$6,042.00.
The Air Force officer supplement is \$7,242.00.
The Army enlisted supplement is \$6,206.00.
The Army officer supplement is \$7,439.00.

Experience

All full-time years of verified certificated JROTC teaching experience will be honored at a rate of \$500.00 per year.

Example:

Air Force JROTC instructor X is an officer with 12 years of JROTC teaching experience.

| | |
|----------------------------------|-------------|
| Base Salary: (\$5,204.00 x 10.0) | \$52,040.00 |
| Air Force Officer Supplement: | \$7,242.00 |
| Experience: (12 x \$500.00) | \$6,000.00 |

2022-23 Contract Salary: \$65,282.00

Salary and benefits are prorated based on hire date and less than full-time FTE.

Retirees who are on ESI and receiving a monthly benefit from the Arizona State Retirement System will be paid a reduced salary or hourly rate according to district policy.

Article 8 – Dispute Resolution Procedures

I. Purpose

The purpose of these dispute resolution procedures is to provide certificated employees with a fair means of resolving a claim. When possible, claims should be resolved quickly, informally, and confidentially. The procedures are not intended to hinder discussion concerning employment relations or problems between the administration and employees or employee groups.

II. Definitions

- A. "Assistant superintendent" means the assistant superintendent to whom the supervisor reports. If the supervisor is an assistant superintendent, the assistant superintendent will serve as the assistant superintendent.
- B. "Association" means the Association.
- C. "Claim" means an assertion by an employee or group of employees who have been negatively affected by a decision of a supervisor that violates, misinterprets, or inequitably applies a law, policy, regulation, administrative decision or any provision of this document between the District and the Association or which endangers the complainant's health or safety.
- D. "Complainant" means the employee or group of employees who bring a complaint.
- E. "Complaint" means a written statement of a claim which describes:
 - 1. The action or decision of the supervisor;
 - 2. The provisions of the law, policy, regulation, administrative practice or this document allegedly violated, misinterpreted, or inequitably applied;
 - 3. The negative effect suffered;
 - 4. The remedy sought; and
 - 5. The complainant's name, signature, and representative, if any.
- F. "Hearing officer" means the assistant superintendent or a person selected by the assistant superintendent from a list of at least five individuals who are acceptable to both the superintendent and the Association. The list of persons eligible for selection will be approved by the Board at a public meeting in January and will be used for the remainder of the calendar year. The hearing officer selected by the assistant superintendent shall not be a person who supervises, directly or indirectly, the supervisor or complainant.
- G. "Working day" means a day District offices are open.
- H. "Representative" means a person that the complainant or supervisor designates to assist them during the dispute resolution process.

- I. "Supervisor" means the administrator or director upon whose action or decision the complaint is based or who could remedy the problem and with whom the complaint must be delivered to initiate the formal dispute resolution procedure.

III. Informal Procedure

A complainant must first arrange to meet with the supervisor in an effort to resolve the complaint informally. If the complainant is not satisfied with the outcome of the informal discussion of the complaint or the supervisor refuses to participate in informal discussions of the complaint, the complainant may proceed with the formal dispute resolution procedure.

There may be complaints brought forward that are not appropriate to be addressed at the informal level. This may be due to the level of egregiousness of the complaint. The Association and Human Resources shall jointly determine whether the informal grievance process can be bypassed and can then begin the process of the Formal Procedure as outlined.

IV. Formal Procedure

- A. The complainant must deliver a complaint to the supervisor within twenty (20) working days of the later of:
 1. The day when the complainant knew about or reasonably should have known about the action or decision upon which the complaint is based, or
 2. The day when remedial action agreed upon by the complainant and supervisor to resolve the complaint was expected to occur but failed to occur.

Upon delivery of the complaint, the complainant will request to schedule a time to meet with the supervisor to discuss the complaint. The complainant may also request that the appropriate assistant superintendent attend the meeting in an effort to facilitate a mutual resolution of the complaint. If the complainant fails to deliver a complaint within the twenty (20) working day period, the complaint will be considered untimely and the supervisor may decline to consider it.

- B. The supervisor will meet with the complainant within five (5) working days after the complaint is delivered. The supervisor will issue a written decision regarding the complaint within five (5) working days of the meeting with the complainant. The supervisor may seek the advice of the assistant superintendent prior to rendering the decision. If the supervisor fails to respond to the complaint within the five (5) working day period, the complainant will send to the assistant superintendent the complaint, together with a letter explaining that the five (5) working day period for decision has lapsed.

- C. If the supervisor issues a decision and the complainant is not satisfied with it, the complainant may appeal the decision to the assistant superintendent by delivering a copy of the complaint and the decision within five (5) working days after the complainant receives the decision. If the complainant fails to appeal the decision within the five (5) working day period, the supervisor's decision will become the final decision.

- D. Within five (5) working days after the assistant superintendent receives an appeal of a supervisor's decision or a letter from the complainant advising that a supervisor has failed to respond to a complaint in a timely manner, the assistant superintendent will inform the superintendent and conduct a hearing of the matter or appoint a hearing officer to conduct a hearing of the matter. The following provisions apply to the hearing:
 - 1. The hearing will be conducted within ten (10) working days after appointment of the hearing officer and in accordance with usual standards of administrative due process, including receiving testimony and argument from both sides and allowing cross-examination of witnesses.
 - 2. At least twenty-four (24) hours prior to the hearing, the complainant and supervisor (or their representatives) will exchange a list of witnesses and documents that will be presented at the hearing.
 - 3. The hearing will be closed to the public unless the parties mutually agree that it be open.
 - 4. The fees and expenses of the outside hearing officer (if any) will be borne equally by the District and the complainant.
 - 5. If the hearing concerns a complaint to which the supervisor allegedly failed to respond in a timely manner, the hearing officer will determine whether the supervisor failed to issue a written decision in a timely manner. If the hearing officer finds that the supervisor failed to issue a written decision in a timely manner, or if the parties agree that the complaint was delivered in a timely manner, the hearing officer will accept the complaint as valid and limit the recommendations to the question of what is an appropriate remedy or remedies. The hearing officer may recommend a remedy other than the remedy requested in the complaint and will not recommend financial compensation unless the hearing officer finds that there is a valid legal basis for the District to provide such compensation.

- E. Within five (5) working days after the hearing, the hearing officer will provide a written report to the complainant, the supervisor, and the assistant superintendent. The report will include the findings of fact and a recommendation for resolution of the complaint.

- F. If the complainant or supervisor is not satisfied with the report, the complainant or supervisor may appeal the report to the Superintendent by delivering a notice of appeal to the Superintendent within seven (7) working days after delivery of the report to the complainant. If the complainant or the supervisor fails to appeal the report within the seven (7) working day period, the recommendations in the report will become the final decision.
- G. The Superintendent will hear the appeal of the report. The Superintendent may invite the complainant, supervisor and hearing officer to attend the meeting to discuss the matter. The Superintendent will decide to accept, modify or reject the report. The Superintendent's decision will be the final decision and will be promptly communicated to the complainant and supervisor.

V. General Provisions

- A. A complainant may request that all participants use their best efforts to expedite meeting dates and response times so that the dispute resolution procedure may be completed before the end of the instructional school year or as soon thereafter as practicable if the complainant's contract ends at the end of the instructional school year.
- B. Any time limit may be extended by mutual understanding of the complainant and supervisor.
- C. A supervisor will be given the opportunity to present their position in the same manner as the complainant in any meeting or hearing.
- D. The complainant and supervisor may be represented in any meeting or hearing, except that an attorney will not represent either party during the informal procedure.
- E. When a complaint is delivered to a supervisor, the Association will be notified in a timely manner and may participate in a meeting or hearing for the purpose of advising the supervisor, hearing officer or Board of its position regarding the application of a law, policy or regulation to Association members whose interests may be similar to the complainant's. The Association will not question witnesses or otherwise be heard regarding factual issues unless the Association is representing the complainant.
- F. Records pertaining to a complaint will not be maintained in the personnel file of the complainant or any other employee's personnel file.
- G. A complainant will not deliver a frivolous complaint, a complaint concerning a claim that has already been resolved in the dispute resolution process, or a complaint that contains an allegation that is known to be false. Any such abuse of the dispute resolution process will be determined by a hearing officer and is subject to disciplinary action.
- H. No retaliation of any kind will be taken against the complainant, supervisor or any other employee, member of the administration, or Board because of the person's participation in the dispute resolution process.

- I. Disciplinary action may be taken as appropriate to the outcome of the complaint or in response to retaliation or abuse of the dispute resolution process.

Article 9 – Due Process Procedures and Employee Rights

The District shall respect the rights of its Employees established by the U.S. and Arizona Constitutions and by federal and state laws. The Board and District Administration shall not adopt policies or regulations that abridge the legal rights of its Employees. These rights include the right of substantive and procedural due process guaranteed by the U.S. and Arizona Constitutions when the District seeks to take or impair an Employee's property or liberty.

I. RIGHTS RELATING TO DISCIPLINARY MATTERS

- A. The District shall adopt fundamentally fair procedures to investigate allegations of misconduct, determine whether misconduct occurred, impose appropriate disciplinary action, impose appropriate corrective action with timelines, and provide for an appeal. Such procedures shall provide:
 1. Notice of the allegations of misconduct and what policies, regulations or laws may have been violated.
 2. Notice of the Employee's right against self-incrimination and notice of due process procedures including the right to appeal a decision of disciplinary action.
 3. Opportunity to meet with the administrator bringing the charges before that administrator makes a decision regarding disciplinary action and to respond to allegations or charges of misconduct.
 4. Opportunity to have access to evidence and question witnesses, if appropriate, that are used to substantiate allegations against the Employee.
 5. Opportunity to be represented by an Association representative, an employee organization recognized for this purpose by the District, or lawyer.
 6. Opportunity to appeal a decision to impose discipline by bringing the issue to Assistant Superintendent or designee in a hearing conducted using the normal rules of administrative due process.
 7. Disciplinary action shall not be implemented against an employee until an appeal has been conducted or waived or until the timeline for an appeal has passed.
- B. The Association acknowledges that Board Policy GCPD provides Employees who are the subject of an investigation or charges of misconduct with the procedural due process rights affirmed by this Article.

II. RIGHTS RELATING TO PERSONNEL FILES

- A. The District will maintain an "open file" policy with regard to Employees' rights to:
1. Know what documents will be placed in their personnel file, and to read such documents before they are placed, whether such file or files are maintained by the District or school.
 2. Respond to documents placed in their personnel file by having a written response placed in the file.
 3. Submit material for their file.
 4. Inspect and obtain copies of documents from their file.
 5. Request that a statement be attached to a document in the file stating that the reason for that document no longer exists. Such requests shall be honored if approved by the supervisor who originally placed the file and the Assistant Superintendent of Human Resources.
- B. The Association acknowledges that the policies and regulations adopted by the Board and District Administration in Policy GBL and Regulation GBL-R provide Employees with the rights relating to their personnel files that are affirmed by this Article.

III. RIGHTS TO BE INFORMED OF DISTRICT RULES

Employees have a right to access all policies, regulations, procedures, guidelines and rules that give direction as to the District's expectations of its employees. The District shall endeavor to inform Employees of the policies, regulations, procedures, guidelines and rules that govern their conduct and behavior during employment.

IV.

The District Policy GCPD, and procedures cited in this article shall not be changed, abridged or superseded by the District Administration or Board without first providing notice to the Association.

Article 10 – Duty-Free Lunch

School principals shall arrange work schedules to permit all employees to have not less than thirty (30) continuous, uninterrupted minutes for lunch periods free of assigned duties.

SPED Self-Contained, Montessori and traveling teachers should meet with site administrators before the school year begins to agree on duties and lunches.

No employee shall be assigned lunch supervision as part of their duties without receiving remuneration or released time therefore.

Concerns regarding a duty free lunch shall first be addressed through the informal procedure outlined in section III of article 8-dispute resolution procedures included in the working conditions and benefits document.

If teachers are not receiving a duty free lunch 2 or more consecutive weeks, the teacher will notify the principal in writing in addition to contacting an MEA representative. The principal will then have ten school days to respond in writing and find a solution to give the teacher the duty free lunch. If after 10 days the principal cannot resolve the planning time concern, the employee can contact the Director of Certificated Personnel for assistance.

Article 11 – Education Compensation

Coursework and/or degrees completed between June 1 and May 31 of each year will be considered and calculated for compensation for the next school year. Official transcripts for the coursework and/or degrees completed must be submitted no later than July 15 of that year. Coursework and/or degrees completed prior to June 1 of the previous year will not be considered for compensation. The resulting compensation for the coursework and/or degrees completed will be added to the employee's base compensation for the following year:

- A maximum of forty-five (45) graduate level credits beyond a bachelor's (BA or BS) degree will be compensated unless an advanced degree is required for the position. Only courses taken after completion of all the requirements for the bachelor's degree will be allowed.
- A maximum of sixty (60) graduate level credits beyond a master's (MA or MS) degree will be compensated. Only courses taken after completion of all the requirements for the master's degree will be allowed.
- An advanced degree, if not required for the position.

Refer to Governing Board policy GCBA-Professional Staff Compensation Plan for complete details.

Article 12 – Employee Involvement

1. Employee Involvement Committees

- a. Purpose
 - i. The committee provides an opportunity for staff to bring site-based concerns to the principal. The committee shall discuss the concerns and collaborate on possible solutions to the concerns.
- b. Start-up procedures
 - i. The committee shall be comprised of elected staff members. The committee shall include a minimum of one (1) classified and two (2) certificated staff members, and a maximum of two (2) classified and three (3) certificated staff members. Site resources may be a factor as to which classified employees can be elected to the committee. It is the responsibility of the prior year's committee to solicit nominations, confirm nominations and conduct the election by September 15 of each year. The principal at each school shall attempt to meet monthly for a minimum of at least six (6) meetings a year. The principal and the employee representatives at each school shall determine their own meeting days and times and shall inform all staff members of both.
- c. Process
 - i. Once the committee elections are completed and meeting days and times are identified, the committee shall establish processes for the submission of concerns, development of agendas, recording of discussions and communication of outcomes. If an issue remains unresolved, it may appear again on a future agenda or be addressed with the MEA and the appropriate area assistant superintendent.

2. School Improvement Advisory Councils

School Improvement Advisory Council plans, upon approval of the Board, will be made available to the Association. The Association may provide input to the Superintendent and the Board regarding the school improvement advisory council plans.

Article 13 – Enrollment in Tax Deferred Investments

Employees shall be allowed to enroll in a qualified tax deferred investment program at any time.

Article 14 – Enrollment of Employee Dependents in the Mesa Public Schools

Employees who do not reside in the District but who have school-age children may enroll them in the District without a tuition charge, providing there is space available at the school and in the program where they wish to enroll their children, excluding programs having specific required entrance criteria. Employees will be responsible for the transportation of their own children to and from classes and outside activities. Employees will be responsible for all costs associated with attendance in the District other than tuition. Employees must sign an agreement at the time of enrollment agreeing to the conditions of enrollment.

Article 15 – Flex Days

In specific instances, a teacher may be approved to work additional days (non-scheduled workdays) during a 12 month period and to earn a flex day for each of the days worked. Flex days are allotted on an annual basis by the appropriate assistant superintendent. With prior approval, these flex days earned may then be used as flex days for time off during contract work days. These days do not accumulate from year to year.

Days may be earned on an annual basis beginning with the first day after the contract end date (first day of summer break), and continuing through the last day of the following contract period. Days earned must be used within the same time period. This time must be worked and used in no less than half-day increments.

The following guidelines will determine eligibility for earning and using flex days:

- Flex days will not be approved for working extended, regularly scheduled days, or for additional work time required to fulfill the duties required of the teacher's position.
- To qualify for a flex day, the appropriate assistant superintendent must have designated the employee as eligible and determined the total allotment of flex days for the contract year for the employee.
- Approval to earn a flex day must be received at least two (2) weeks prior to working the day.
- A flex day may not be taken before it is earned.
- Use of a flex day requires unit administrator approval.
- Travel initiated by the teacher that involves a non-scheduled workday, such as weekends or holidays, does not qualify for a Flex Day.
- If an employee terminates employment with the District and has not used earned Flex Days, the employee will not be reimbursed for these days.

Article 16 – Furlough Days

A furlough day is a temporary unpaid, non-work day designated by the Superintendent, at the direction of the Governing Board, that would otherwise be a paid work day. Furlough days will be designated in full and/or half workday increments. Representatives of the Superintendent shall consult with the MEA prior to declaring the dates of furlough days. Employees may not use paid sick leave or other paid leave time on a furlough day.

Insurance benefits and other employee benefits shall be maintained for eligible employees during an unpaid day that the Superintendent, at the direction of the Governing Board, has designated as a furlough day. If more than one furlough day is designated, the District will attempt to schedule the days on an intermittent basis. There shall be no expectation that an employee shall provide any service to the district while on an unpaid furlough day. A Superintendent-designated furlough day shall not be considered an interruption of employment.

Article 17 – Health and Welfare Program

Section A.

The District shall provide eligible full-time employees with a comprehensive health, accident, and life insurance program. Further, the District agrees to continue providing employees the opportunity to select insurance coverage through the options available under the Mesa Unified School District Number Four Employee Benefit Trust.

Section B.

All part-time employees are entitled to participate in the health and welfare program as follows:

Employees working less than a .75 contract may not participate in the health and welfare program.

Employees working a .75 or greater contract may participate in the health and welfare program with the District contributing the full premium.

Section C.

On an annual basis, the District shall fund an amount per eligible enrolled employee for the purpose of providing health, life, dental and vision benefits.

If, because of a financial crisis within the Employee Benefit Trust, the District considers implementing measures to ensure the Trust's continued solvency, The Employee Benefits Advisory Committee members shall be provided an opportunity to provide input regarding those measures and any options thereto prior to their implementation.

Section D.

The District shall issue to each eligible employee a life insurance policy (term) for \$50,000, (\$20,000 for part-time employees). The policy shall provide for a double indemnity payment in case of accidental death and/or dismemberment.

A summary copy of the policy which indicates all provisions and benefits of the above stated policy shall be made available on the district website or via paper copy upon request. Each eligible employee will be notified of any changes in the policy.

Eligible employees shall be provided the opportunity to purchase additional group term life insurance at their personal expense.

Section E.

The district shall provide each eligible employee the opportunity to participate in our flexible benefits plan per the regulations of the Internal Revenue Code Section 125.

1. Premiums only option: you pay your share of the cost for certain benefits you elect with pre-tax dollars through payroll deduction.
2. Healthcare reimbursement account option: you may set aside money using pre-tax payroll contributions into a healthcare reimbursement account. This account is used to pay for your unreimbursed health care expenses such as deductibles, co-payments, or for health care services, treatments, or supplies not covered by either health care plan. Restrictions apply based on IRS guidelines and depending on your selected medical plan.
3. Dependent care reimbursement account option: you may set aside money using pre-tax payroll contributions into a dependent care reimbursement account. This account is limited to expenses totaling not more than \$5,000.00 and is used to pay for day care, child care and elder care expenses for your eligible dependents.

Section F.

Employees who are enrolled in a District health care plan may continue that coverage during a period of an approved leave of absence upon payment of the monthly premium on or before the 15th day of each month.

Section G.

Benefits will become effective the first day of the month coinciding with or immediately following the completion of 31 days of employment.

Section H.

The District shall deliver a comprehensive in-service program for all employees on the benefit program and how to use it effectively and efficiently.

Section I.

In the event of a denial of any claim for benefits, an appeal procedure is specified in the claim filing and appeal information section of the Employee Benefit Trust Plan documents.

Article 18 – Long-Term Leaves of Absence

The District shall make Family and Medical leaves available to eligible employees in accordance with the Family and Medical Leave Act (FMLA) and Administrative Regulation GBBD-R(1). The Association acknowledges that Administrative Regulation GBBD-R(1), as it is currently in effect, complies with the regulatory requirements of FMLA and provides the FMLA leave affirmed by this article. Leave will be unpaid once sick leave accruals and personal days are exhausted.

The District shall establish and administer in good faith a long-term leaves of absence program whereby eligible employees may apply for and receive long-term leaves of absence for the following purposes:

1. Long-term Health Leave, which is leave needed to recover from a serious health condition that prevents the employee from performing the essential functions of their job. Eligibility for Long-term Health Leave requires District employment of at least three (3) consecutive years immediately prior to the time the leave is to commence. Employees may appeal this requirement for consideration of special circumstances. Leave will be unpaid once sick leave accruals and personal days are exhausted.
2. Political Leave, which is unpaid leave desired to campaign for election and to hold a public office. Eligibility for unpaid Political Leave requires District employment of at least three (3) consecutive years immediately prior to the time the leave is to commence.
3. Continuing Education Leave, which is leave for an education-related sabbatical or leave for other continuing education purposes. Application for continuing education leave requires submittal of a course of study. Eligibility for unpaid Continuing Education Leave requires District employment of at least three (3) consecutive years immediately prior to the time the leave is to commence. Eligibility for paid Sabbatical Leave requires District employment of at least seven (7) consecutive years immediately prior to the time the leave is to commence.
4. Hardship Leave, which is unpaid leave needed to cope with a sudden and serious personal crisis. Eligibility for unpaid Hardship Leave requires District employment of at least three (3) consecutive years immediately prior to the time the leave is to commence.
5. Long-term Personal Leave, which is unpaid leave desired to attend to a personal matter affecting the employee. Eligibility for unpaid Personal Leave requires District employment of at least six (6) consecutive, full-time years immediately prior to the time the leave is to commence.
6. Military Leave based upon competent military orders to active duty.

If, while on a leave of absence, an employee finds it necessary to return to full-time employment or if the terms of the filed plan, submitted course of study, or travel itinerary cannot be met, the employee shall notify the Assistant Superintendent for Human Resources immediately. If a suitable position, given the employee's certification and qualifications, is available in the District, the employee will be offered such position. If a suitable position is not available, the leave will be extended with the provisions allowing the employee to accept outside employment for the duration of the leave.

Upon return from leave of absence, the employee shall receive no less base salary than they received in their last contract period and shall receive any "across the board" salary increases which have been granted to other employees during the school year in which the leave occurred.

The Association acknowledges that Administrative Regulation GBBDR(6), as it is currently in effect, provides the long-term leave program contemplated affirmed by this article. The District Regulations, GBBD-R(1) and GBBD-R(6), and procedures cited in this article shall not be changed, abridged or superseded by the District Administration or Board without first providing notice to the Association.

Article 19 – Medical Leave Assistance

The District will administer a Medical Leave Bank to provide additional sick leave days to members of the Bank in the event of a prolonged illness or injury of their own or family member if they have depleted their accrued sick and personal leave, and/or vacation days (if earned). For the purpose of this section, a "family member" is defined as in the Family Medical Leave Act as a spouse, child, or parent.

Prolonged illness/injury is defined as an "illness or injury" that is anticipated and certified to last for a continuous period of time of four (4) or more weeks as verified by a licensed health care practitioner. Medical Leave Bank days will not be granted for maternity, except when complications arise from pregnancy.

No employee is allowed to withdraw from the Medical Leave Bank Program after qualifying for long-term disability coverage or after having been absent for 180 consecutive calendar days if no application has been submitted for long-term disability coverage.

Enrollment

All employees who qualify to earn sick leave as defined by Sick Leave Entitlement per administrative regulation GBBD-R(2) may be eligible to join the Medical Leave Bank Program. Employees who wish to be members of the Medical Leave Bank must complete the election form and voluntarily contribute one (1) day of unused sick leave to the bank every July until employee cancels in writing. It is understood that once this day is donated, they shall not be returned to the employee and shall become the possession of the Medical Leave Bank if membership is canceled. Participating employees must contribute a second sick leave day in any given year if the bank is depleted.

Current employees may enroll during the annual open enrollment period from April 1 - May 15 and the benefit will be effective July 1st. New hire employees will have to enroll within 90 days of employment. The employee will be eligible for the benefit on the first day of the month following their 90 days of employment.

Withdraw from the Medical Leave Bank Days

Employees must be a member of the Medical Leave Bank to receive benefits. A member of the Medical Leave Bank may request up to 20 working days per fiscal school year from the Bank for prolonged illness/injury by completing the Medical Leave Bank Request Form. The employee must have depleted any accrued sick and personal leave and/or vacation days as a result of a prolonged illness/injury of their own or family member before applying to the Medical Leave Bank.

The District Regulation, GBBD-R(2), cited in this article shall not be changed, abridged or superseded by the District Administration or Board without first providing notice to the Association.

The donated day will be collected during the first quarter. Donating days to the sick leave bank does not negatively impact any attendance incentive programs offered to MPS employees. Communication will be sent out with ample advance notice if and when an additional day will need to be collected.

Article 20 – Part Time Teacher Rights

The Superintendent will inform all full-time teachers who are not on continuing status accepting part-time contracts that the teacher waives the following rights:

1. The right to "continuing" status in the District;
2. The right of contract renewal protected in Arizona Revised Statutes §15-536.A; and
3. The right to protection against dismissal as provided in Arizona Revised Statutes §15-539 (applies to continuing teachers only).

The Superintendent will inform all full-time teachers on continuing status who accept part-time teaching positions that, according to District policy, they retain continuing teacher status only on a part-time basis once they accept a part-time position. Beginning July 1, 1996 part-time teachers shall retain their District seniority relative to other certified employees in the District. Part-time teachers shall accrue seniority at a pro-rata basis.

Full-time certificated employees requesting part-time status shall make their request of their immediate supervisor(s), providing rationale for the request. Immediate supervisors shall take into consideration this rationale and site and District needs, in approving or disapproving the request. If an employee is supervised by both a site administrator and a director, all appropriate administrators shall consider the request. The Assistant Superintendent of Human Resources and any other appropriate assistant superintendent shall be consulted prior to a decision being made.

Article 21 – Pay for Performance

Section A – Definition

Pay-for-Performance shall mean additional compensation for certificated employees which is awarded on the basis of meeting student academic and other goals at a school or department. Payment is dependent upon funding being available specifically for this program. The program shall be available to all eligible employees as defined in Article 1.

Section B – Appeals

Decisions regarding the Pay-for-Performance Plan may be appealed. In the event a site or department does not meet the goals as stated in their plan, an appeal shall be filed. The Pay-For-Performance appeal process shall be as follows:

The site administrator, in conjunction with at least three (3) non-administrative staff members whose incentive pay is in question, will submit a written appeal to the assistant superintendent. If the assistant superintendent and/or designee(s) grant the appeal, the site administrator will be notified and no further action will be taken. If the appeal is not granted, an appeals committee, consisting of members of the superintendency and/or their designees will review all written appeals. The site administrator and school representatives shall have an opportunity to meet directly with the appeals committee before a final decision is rendered.

Section C – Involvement

All schools and departments will have a process in place for staff involvement in planning and goal setting consistent with the District’s Pay-For-Performance Plan.

Article 22 – Paydays

In accordance with the provisions of Arizona Revised Statutes §23-351.C.1 and §23-351.C.2, the District shall establish a pay schedule that pays employees for work completed through the last working day of the pay period. Balance of contract paychecks will be distributed to employees on the regular pay day for the pay period that includes the last contract day of the year. Balance of contract checks will be issued the same way as regular paychecks, direct deposit or live check. A reasonable attempt shall be made to distribute other live checks to employees no later than the end of the regular work day in which the checks are received at the site.

Article 23 – Planning Time

Planning time shall normally be free of other assigned duties. Planning includes individual and collaborative team activities and is normally carried out at the school site. Collaborative team planning (PLCs) by grade level and/or content area is an expectation for MPS Planning time shall normally be free of other employees. Generally, collaborative team planning time should not exceed 60 minutes per week. Administrators and teachers will work together to determine the best schedule for collaborative team planning.

A. Planning time shall normally be free of other assigned duties. Planning includes individual and collaborative team activities and is normally carried out at the school site.

a. Secondary Schools

All junior high and high school teachers who are employed on a full-time basis and who work a full working day shall have at least one (1) student period daily or the equivalent for planning and preparing teaching lessons. A secondary school shall not change the planning time schedule from the standard of one (1) student period daily unless the affected faculty at that school have been given the opportunity to participate in the development of the alternative scheduling plan. All secondary teachers who are employed on a full-time basis and who work a full working day shall have at least 225 minutes during the normal student day in a regularly scheduled class week for planning and preparing teaching lessons.

b. Elementary

All full-time elementary teachers, who work a Professional Day, shall have at least 225 minutes for planning and preparing instruction during a regularly scheduled week. Elementary administrators shall schedule planning and preparation time in a block of at least 20 minutes when possible. This time can be designated during the Professional Day to include time during specials, before school, or after school. Time available due to early release of students at elementary schools shall not be considered planning or preparation time when possible. However, this time may be used for faculty meetings, grade level meetings, or other professional preparation. This may not be possible for teachers working at multiple sites.

c. Alternative

Alternative or nontraditional school sites or programs may change the provisions for planning time described above. Faculty at the alternative/nontraditional sites shall have the opportunity to participate in the development of the professional workday for that site. The total amount of planning time available to a teacher at an alternative/nontraditional school site in a work week shall be equivalent to the time available as specified in this article.

If there is no faculty in place because a new alternative/nontraditional school and/or program is being planned, the Associate Superintendent of Human Resources shall meet with the MEA President to discuss planning time. Employees who request and receive voluntary assignments to alternative/nontraditional sites accept that their planning time is affected in accordance with these provisions.

The district position on tight versus loose is:

| Tight - District Level | Loose - District Level |
|--|--|
| All teachers actively engage with at least one collaborative team. | The total number of collaborative teams with which a teacher may engage. |
| The focus of a collaborative team is on the four key questions. | The number of questions addressed in any one collaborative team meeting. |
| A minimum of 30 minutes, no more than an hour on Wednesdays has been established for this purpose and is considered protected. | Additional time collaborative teams meet because they deem it necessary to the goals of the team. |
| The principal is responsible for monitoring the work of collaborative teams. | The methodology of how principals monitor the work of collaborative teams is the purview of the principal. |

B. Class Coverage During Preparation Time

When a teacher is requested by the site administrator to cover another teacher's class during preparation time because a substitute is not available, or if a teacher takes additional students into their class as a result of a substitute not being available, the teacher(s) shall receive sub duty pay. Sub duty pay is \$140 per day, divided amongst the teaching staff who provide coverage. Reimbursement is dependent upon availability of funding.

C. Concerns Regarding Preparation Time

If teachers are not receiving the full 225 minutes each week for 3 or more consecutive weeks, the teacher will notify the principal in writing in addition to contacting an MEA representative. The principal will then have ten school days to respond in writing and find a solution to give the teacher the full 225 minutes of planning time. If after 10 days a solution has not been created, the teacher will be paid retroactively and for any future loss of time. If after 10 days the principal cannot resolve the planning time concern, the employee can contact the Director of Certificated Personnel for assistance. Concerns regarding preparation time shall first be addressed through the informal procedure outlined in section III of article 8 – dispute resolution procedures included in the working conditions and benefits document.

Article 24 – Professional Day

The specific professional working hours for classroom teachers shall be determined by the unit administrator after consulting with staff members and concurrence of the Superintendent.

In order to help schools establish a daily schedule, assure students of sufficient opportunity to confer with teachers, enable normal coordination for good building management, provide for an effective communication among students and staff, and provide a reasonable guideline to serve as a District standard, each school's professional working hours for classroom teachers shall normally commence at least thirty (30) minutes prior to the first class and continue at least thirty (30) minutes beyond the last regularly scheduled class period. While maintaining all duties and obligations, and with supervisor approval, certificated professionals may adjust the minutes prior to the first class and beyond the last class not to be less than the minimum of seven and one-half (7 ½) hours on campus, excluding lunch, in compliance with the eight (8) hour professional workday.

After School Special Events

- A. Certified professionals are expected to be active participants in their learning community. This includes but is not limited to participation in after-hours events such as open house, parent teacher conferences, curriculum nights, and high school commencement. Specific expectations may vary depending on special site programming. These additional responsibilities and means for accomplishing these duties will be mutually developed by teachers and administrators.
- B. Certified professionals are encouraged to support and promote community events sponsored by their site's parent teacher organization.
- C. At the earliest opportunity the certified professional must seek approval from their administrator to request their absence from the event.

Article 25 – Professional Development Credit

Employees shall earn one (1) hour of salary credit for every sixteen (16) clock hours spent in District-approved professional development. Professional development credits may be earned in half-units (i.e. eight [8] clock hours equals one-half [1/2] credit). If employees are required to participate in professional development, they may have the opportunity to evaluate the experience in writing and may receive a copy of the summary of the evaluations.

When applicable professional development is sponsored by the district and/or individual sites, documentation of attendance for recertification shall be provided to participants by the Professional Development department or designee. If documentation is not provided, the participant is responsible for requesting it.

Compensation for professional development credits earned will be calculated in alignment with governing board policy GCBA-Professional Staff Compensation Plan.

Article 26 – Professional Evaluation

If the District teacher evaluation criteria, instrument, or process is to be modified, teachers shall be involved in the planning process.

A joint committee, composed of an equal number of teachers and administrators, shall be appointed for this purpose.

The MEA President will recommend names of teachers to the Superintendent for appointment to the committee.

Article 27 – Professional Leave

Professional Leave may be granted to attend an educational conference, convention, seminar or workshop; to observe another classroom; or to participate in other professional activities.

Each school shall be granted standard professional leave days on the basis of one (1) day for each eight (8) teachers (full-time equivalents) as long as funds are available in the district substitute budget to pay the cost of the substitute teachers needed. Site administrators may assign additional professional leave days if they have the discretionary funds available to pay the cost of the substitute teachers needed and if approved by their supervisor.

Professional leave for employees who are requested to participate in professional activities by the district will not be charged to a school's professional leave allotment. Leave requests for these activities should be indicated as district required.

Prior to the end of the first quarter of each year, the unit administrator and the Employee Involvement Committee described in Article 11 of this document shall meet to mutually develop a plan for the allocation of professional leave days. The allocation plan from the previous year may be used until such time as the committee determines the plan for the new year.

Employees desiring to use professional leave should obtain approval at least fifteen (15) working days in advance of the activity. If an employee's request for professional leave is denied, the employee may, after notifying their principal, appeal to the Assistant Superintendent for Human Resources who will be authorized to approve such requests.

Article 28 – Professional Travel Funds

If sufficient revenues exist, District funds in the amount of \$45,000 shall be provided for use by employees to cover registration fees, materials, travel expenses and other related costs incurred as a result of participation in an approved professional activity.

Such funds may be used for an individual to attend a conference, convention, seminar, clinic, workshop, or study session approved by the Superintendent and when the activity occurs during the normal school day upon the granting of professional leave by the Superintendent.

Funds budgeted for professional travel shall be made available only to employees covered by this document and shall not be used to cover expenses on student trips.

Requests for travel shall be administered as prescribed in District policies, state statutes and in accordance with District guidelines and procedures approved by the Superintendent. Prior to July 1, these guidelines shall be reviewed by a representative from the MEA and the Assistant Superintendent for Human Resources.

Funds budgeted for professional travel during the fiscal year which remain unspent at the conclusion of the fiscal year shall revert to the District's general fund.

There shall be no restrictions against the use of Professional Travel Funds on weekends, during school recesses, or while an employee is on Personal Leave.

Article 29 – Re-Opener

- A. This document is contingent upon the school funding formula as prescribed in Chapter 9, Arizona Revised Statutes, Title 15, remaining unchanged for the 2023-2024 school year. Any changes in the funding formula which result in decreased revenue may require the Board and Association to examine needed modifications.
- B. A portion of the monies used to fund the salary schedule is from the Classroom Site Fund established under A.R.S. §15-977 (“Fund”). The monies allocated from the Fund that are reserved for certain maintenance and operations purposes must be allocated annually at the discretion of the District after consultation with school principals. Consequently, the salary schedule may vary as a result of the Board’s annual allocation of monies from the Fund.
- C. The portions of this document that are related to Classroom Site Fund funding assume that the 2023-2024 Classroom Site Fund funding level is consistent with JLBC projections and teachers that are eligible under the base salary and performance pay components of Classroom Site Fund are included under the definition of “teacher “ as provided in A.R.S. 15-501.2.

Regardless of the definition of “teacher” for Classroom Site Fund eligibility, it is the intention of the parties that the District will include all employees as defined in Article 1 of this document in the base salary and pay-for-performance components of this document.

- D. The District and the Association agree to reconvene for one session to discuss salary provisions of this document in the event that new legislation causes the available budget limits applicable to the Maintenance and Operation Fund to increase or decrease subsequent to the adoption of this document by the parties and/or the issuance and acceptance of individual employment contracts. A similar session shall be convened if state projections for Classroom Site Fund revenues increase or decrease subsequent to the adoption of this document by the parties and/or the issuance and acceptance of individual employment contracts. Notwithstanding anything to the contrary in the document, the Governing Board, with consultation with the Association, may reduce employees’ salaries pursuant to the terms and conditions set forth in the employee’s individual employment contracts for the 2023-2024 school year.

- E. The District shall share information regarding revenue projections with MEA prior to Meet and Confer. This information shall include the status of revenue collections during the current fiscal year.
- F. Beginning on or before February 14, of each calendar year, either the District or the Association may initiate the Meet and Confer process to modify this document.

Article 30 – Reductions in Personnel

The purpose of this article is to establish a process for implementing a reduction in force (“RIF”) for certificated teachers (“teachers”) in order to effectuate economies in the operation of the district or to improve the efficient conduct and administration of its schools pursuant to A.R.S. § 15-544.

In connection with the planning of the budget for the following school year, the Superintendent will determine whether it may be necessary to recommend that the Governing Board order a RIF for teachers. If a RIF is anticipated, the Superintendent will direct Human Resources to prepare a proposed RIF List.

I. The Master List

1. Upon approval of the RIF recommendation, the Assistant Superintendent of Human Resources will compile a master list of all certificated teachers who hold positions that are subject to elimination or reduction by the RIF.
2. The Assistant Superintendent of Human Resources will reduce the master list to the greatest extent possible by:
 - transfer of qualified teachers to positions not affected by the RIF,
 - attrition by retirement or resignation, and
 - nonrenewal of teachers employed under an exclusionary contract.

II. The Preliminary List

1. From the master list, the Assistant Superintendent of Human Resources will develop a preliminary list of teachers designated for release by the RIF. Teachers on the master list who meet the following criteria will be placed on the preliminary list:
 - All teachers with one or more District-level reprimands in the current or preceding school year. If the number of teachers who meet this criteria is not greater than the projected Reduction in Force number needed, continue to the next criteria.

- All continuing teachers with one or more ratings of “Ineffective” or four or more ratings of “Developing” on their two most recent classroom performance evaluations. If the number of teachers who meet this criteria is not greater than the projected Reduction in Force number needed, continue to the next criteria.
 - All probationary teachers with one or more ratings of “Ineffective” or four or more ratings of “Developing” on their most recent classroom performance evaluation. If the number of teachers who meet this criteria is not greater than the projected Reduction in Force number needed, continue to Step 2.
2. If the number of teachers on the preliminary list after application of the criteria in Step 1 above is not sufficient to effect the RIF, the Assistant Superintendent of Human Resources will add to the preliminary list all probationary teachers who hold positions that are subject to elimination or reduction by the RIF.
 3. After the preliminary list has been developed according to Steps 1 and 2 above, the Assistant Superintendent of Human Resources, in consultation with the Association, may remove up to 30 percent of the teachers from the preliminary list. Additional teachers shall not be added to the preliminary list in place of those removed. The criteria for removing teachers from the preliminary list are as follows:
 1. District staffing need
 2. Mutual interest in remaining at current school location
 3. Other criteria as agreed upon by the Superintendent and Mesa Education Association
 4. The Assistant Superintendent of Human Resources will notify all teachers on the preliminary list that they may be released to effect the RIF. In the notice, the teacher will be advised that, within five days after receipt of the notice, the teacher may submit an appeal based on a demonstrably incorrect application of Step 1 or 2 above to the teacher. The Assistant Superintendent of Human Resources will investigate and issue a written decision regarding an appeal within ten days after its submission.
 5. The preliminary list will become the final list upon completion of the appeal period. The Assistant Superintendent of Human Resources will send the final list to the Superintendent for review.

III. Governing Board Approval

The Superintendent will present to the Governing Board for approval, revision, or rejection the final list of teachers to be released by the RIF. Each teacher on the final list will receive 48 hours' prior written notice of the time and place of the public meeting when the matter will be heard by the Governing Board and, thereafter, written notice of the Governing Board's action.

Article 31 – Reimbursement for Unused Sick Leave

Employees shall be reimbursed for unused sick leave days upon termination/interruption of service to the District by retirement, resignation, death, or reduction in force under the following provisions, providing funding for reimbursement is available:

1. Employees, with at least five (5) continuous years of service with the district, who terminate by retirement and who notify the District of their retirement prior to the notification timeline shall be reimbursed at 28% of the daily rate of a starting teacher salary per day for up to two hundred forty (240) days. The daily rate is calculated by dividing a starting teacher salary by 187 days. The notification timeline is:
 - a.) Retire at the end of the contract term: Notify by February 1
 - b.) Retire at the end of the first semester: Notify by October 1

Employees with at least five (5) continuous years of service with the district, who terminate by retirement and fail to notify the district by the deadlines outlined above, shall be reimbursed at 26% of the daily rate of a starting teacher salary per day for up to two hundred forty (220) days. The daily rate is calculated by dividing a starting teacher salary by 187 days.

2. Employees who terminate by resignation, notify the district of their resignation by February 1, work through their contract end date and have at least five (5) continuous years of service with the District at the conclusion of the individual's last year of employment shall be reimbursed at 28% of the daily rate of a starting teacher salary per day for up to two hundred twenty (240) days. The daily rate is calculated by dividing a starting teacher salary by 187 days. Employees who terminate by resignation and have at least five (5) continuous years of service with the District at the conclusion of the individual's year of employment, but do not work through their contract end date or do not notify the district of their resignation by March 1, shall be reimbursed at 26% of the daily rate of a starting teacher salary per day for up to two hundred twenty (220) days. The daily rate is calculated by dividing a starting teacher salary by 187 days. Total

years of service are reduced by unpaid, non-FMLA leaves of absence that exceed a full semester.

3. Employees who terminate by reduction in force or death and who have at least five (5) continuous years of service with the District at the conclusion of the individual's last year of employment shall be reimbursed at 28% of the daily rate of a starting teacher salary per day for up to two hundred twenty (240) days. The daily rate is calculated by dividing a starting teacher salary by 187 days. Total years of service are reduced by unpaid, non-FMLA leaves of absence that exceed a full semester.

Reimbursement for unused sick leave shall be made prior to the end of the fiscal year.

Employees who have accumulated in excess of 175 days of sick leave shall be entitled to sell up to eight (8) days a year back to the District at the level of reimbursement in effect at the time the days are sold back. Days sold back to the District will count toward the maximum reimbursement limits.

If requests to sell back accumulated sick leave days exceed funds available, priority shall be given to those employees with the greatest number of accumulated sick leave days. However, employees whose request to sell back accumulated sick leave cannot be honored because of limited financial resources shall receive priority for reimbursement of those days and the additional permissible block in the ensuing fiscal year.

Employees who terminate and are eligible for sick leave reimbursement may have their reimbursement prorated over their remaining pays in the school year. Employees may request reimbursement for sick leave days in excess of five (5). Any balance remaining at the end of employment will be reimbursed in lump sum.

Article 32 – Release Time for the MEA President

The President of the Association shall be granted one-half (1/2) release time daily. An alternative plan for this release could be arranged with mutual understanding between MEA and the District. The release time shall result in no additional cost to the District even though the President shall continue to receive their normal salary and fringe benefits from the District during their term as MEA President, as consistent with state law.

Article 33 – Safety and Facilities Committee

A Safety and Facilities Committee shall be appointed at each school site in the District. The committee shall include at least four (4) members who shall meet monthly during the school year.

The committee, which shall include the unit administrator and one (1) MEA representative, shall be charged with advising the administration of concerns regarding safety, facilities, equipment, and materials. Committee members shall evaluate the on-site facilities to determine what changes need to be made and shall prepare recommendations for inclusion in the budget development process. The committee shall prepare a crisis response plan for the building, which shall be communicated to all faculty and staff at the worksite and submitted to the Directors of Employee Benefits/Risk Management and School Safety and Security. The plan must be approved by the Director of School Safety and Security or their designee.

The committee may request funds for equipment, materials, additional supervisory aide support, or other projects to alleviate potentially dangerous or unsafe conditions at a worksite. Application for use of these funds shall be directed to the Assistant Superintendent of Business and Support Services. A response to all requests shall be made within thirty (30) calendar days.

If the committee or any employee believes that the school is subject to a health risk for staff or students due to environmental conditions (such as degraded air or water quality), the committee or any employee shall report such a concern to the site administrator. This concern should be included in the monthly safety report submitted to Risk Management. If the employee or committee is not satisfied with the site administrator's response, the concern may be submitted to the Assistant Superintendent for Business and Support Services, who shall provide a written response in a timely manner. If the employee or committee is not satisfied with this written response, they may file a complaint. In this instance only, the Assistant Superintendent for Business and Support Services shall be considered the initial administrator.

Article 34 – Salary Schedule for Extended Contracts

Salary computation for extended contracts shall be done at a pro-rata daily rate. That rate shall be determined by dividing the employee's current contractual salary by the number of their contractual working days, to include holidays.

Article 35 – Salary Schedule for Extra Factor

Section A.

The table following the position list provides the amount for extra factor stipends.

ARIZONA INTERSCHOLASTIC Association AND RELATED ACTIVITIES

Unless otherwise noted, the athletics positions listed may be filled at each comprehensive senior high school.

| Position | Quantity | Category |
|---|----------|----------|
| Varsity Football Coach (Spring Football ¼ of stipend amount) | 1 | A* |
| Assistant Varsity Football Coach or Jr. Varsity Football Coach (Spring Football ¼ of stipend amount) | 5 | D* |
| Assistant Football Coach | 5 | E* |
| Girls Flag Football Coach | 1 | G* |
| Varsity Basketball Coach | 1B, 1G | B* |
| Assistant Varsity Basketball Coach or Jr. Varsity Basketball Coach | 1B, 1G | D* |
| Freshman Basketball Coach | 1B, 1G | E* |
| Varsity Baseball Coach | 1 | C* |
| Assistant Varsity Baseball Coach or Jr. Varsity Baseball Coach | 1 | D* |
| Freshman Baseball Coach | 1 | E* |
| Badminton Coach | 1 | E* |
| Girls Beach Volleyball Coach | 1 | D* |
| Boys Beach Volleyball Coach | 1 | G* |
| Cheerleading Coach, Varsity and Jr. Varsity | 1 | C* |
| Pom Pon Coach | 1 | C* |
| Spiritline Coach | 1 | C* |
| Assistant Coach for Cheer, Pom Pon, or Spiritline | 1 | D* |
| Freshman Spiritline | 1 | D* |
| Cross Country Coach | 1B, 1G | E* |
| <i>If one person coaches both boys and girls, they will receive 1.5 of the stipend</i> | | |
| Golf Coach | 1B, 1G | E* |
| Varsity Soccer Coach | 1B, 1G | C* |
| Assistant Varsity Soccer Coach or Jr. Varsity Soccer Coach | 1B, 1G | D* |

| | | |
|--|--------|----|
| Varsity Softball Coach | 1 | C* |
| Assistant Varsity Softball Coach or Jr. Varsity Softball Coach | 1 | D* |
| Freshman Softball Coach | 1 | E* |
| Swimming Coach | | |
| <i>If one person coaches both boys and girls, they will receive 1.5 of the stipend</i> | 1B, 1G | C* |
| Diving Coach | 1 | E* |
| Tennis Coach | | |
| | 1B, 1G | E* |
| Track Coach | | |
| | 1B, 1G | C* |
| Assistant Track Coach | 2B, 2G | E* |
| Freshman Track Coach | 1B, 1G | E* |
| Varsity Volleyball Coach | | |
| | 1B, 1G | C* |
| Assistant Varsity Volleyball Coach or Jr. Varsity Volleyball Coach | 1B, 1G | D* |
| Freshman Volleyball Coach | 1G | E* |
| Varsity Wrestling Coach | | |
| | 1B, 1G | C* |
| Assistant Varsity Wrestling Coach or Jr. Varsity Wrestling Coach | 1 | D* |
| Freshman Wrestling Coach | 1 | E* |
| Head Athletic Trainer (per sports season) | | |
| <i>May be hired only if no contract FTE is used for a head athletic trainer</i> | 1 | B* |
| Assistant Athletic Trainer (per sports season) | | |
| <i>May be hired only if no contract FTE is used for a head athletic trainer</i> | 1 | E* |
| Strength and Conditioning Coach (per sports season) | 1 | D* |
| Unified Badminton | | |
| | 1 | G* |
| Unified Basketball | | |
| | 1 | G* |
| Unified Track and Field | | |
| | 1 | G* |

The Extra Factor Schedule for Coaches:

Category

| | |
|-----------|----------------|
| A* | \$5,500 |
| B* | \$5,000 |
| C* | \$4,500 |
| D* | \$4,000 |
| E* | \$3,500 |
| F* | \$3,000 |
| G* | \$2,000 |

SENIOR HIGH EXTRA FACTOR POSITIONS

| Position | Quantity | Category |
|---|----------|----------|
| Academic Team Sponsor | 1 | C |
| Academic Team Assistant Sponsor | 1 | E |
| AVID Site Coordinator (AVID sites only) | 1 | C |
| Band Director (Concert and Jazz Band) | 1 | C |
| Band Assistant (4 of the 6 High Schools) | 2 | F |
| Basketball Pep Band (10 game maximum) | 1 | F |
| Chorus | 1 | C |
| Chorus Accompanist | 1 | F |
| Chorus Assistant (Mountain View HS only) | 1 | F |
| Dance Coordinator | 1 | F |
| Drama | 1 | C |
| E-Sports | 1 | C |
| Harp Instructor (District) | 1 | F |
| Harp Specialist (District) | 1 | C |
| Locker Room Supervision | 1B, 1G | \$323 |
| Marching Band | 1 | C |
| Marching Band Assistant | 1 | F |
| Marching Band Flag Caption Head | 1 | G |
| Marching Band Percussion CaptionHead | 1 | G |
| Marching Band Visual Caption Head | 1 | G |
| Marching Band Additional Instructors (Dependent on number of students) | 1 | G |
| Model U.N. Sponsor | 1 | D |
| Musical Theater Director | 1 | G |
| Musical Theater Choreographer | 1 | G |
| Musical Theater Orchestra Director | 1 | G |
| Musical Theater Vocal Director | 1 | G |
| Newspaper Sponsor | 1 | C |
| Nationally Board Certified Teacher | 1 | G |
| Orchestra | 1 | C |
| Orchestra Assistant (Mountain View HS only) | 1 | F |
| Robotics Team Sponsor | 1 | C |
| Robotics Team Assistant Sponsor | 1 | E |
| Service Learning Coach | 1 | D |
| Speech and Debate Sponsor | 1 | C |
| Speech and Debate Assistant Sponsor | 1 | E |
| Speech Language Pathologist CCC | 1 | H |
| Student Council Sponsor | 1 | C |
| Vocational Agriculture and Projects Supervision | | |
| <i>The CTE Department will allocate these positions and must approve qualification for this stipend. CTE will determine which teachers receive Category F stipend (may be prorated based on FTE).</i> | | |
| We the People Sponsor | 1 | D |
| Winterguard Instructor | 1 | G |
| Winterguard Percussion Instructor | 1 | G |

SENIOR HIGH EXTRA FACTOR POSITIONS (Continued)

| Position | Quantity | Category |
|---|----------|----------|
| Winterguard Additional Instructor/Percussion Instructor | 1 | G |
| Yearbook Sponsor | 1 | C |
| Department Chair and Supervision | | |
| 16+ FTE | 1 | B |
| 11 - 15 FTE | 1 | D |
| 6 - 10 FTE | 1 | E |
| 3 - 5 FTE | 1 | F |

JUNIOR HIGH EXTRA FACTOR POSITIONS

| Position | Quantity | Category |
|---|----------|----------|
| AVID Site Coordinator (AVID sites only) | 1 | D |
| Band | 1 | F |
| Chorus | 1 | F |
| Chorus Accompanist | 1 | G |
| Drama (if directing a major production) | 1 | F |
| National Academic Team Sponsor | 1 | F |
| Nationally Board Certified Teacher | 1 | G |
| Newspaper Sponsor | 1 | E |
| <i>May be hired only if no contract FTE is used for newspaper</i> | | |
| Orchestra | 1 | F |
| Service Learning Coach | 1 | G |
| Speech Language Pathologist CCC | 1 | H |
| Student Council Sponsor | 1 | E |
| Yearbook Sponsor | 1 | E |
| <i>May be hired only if no contract FTE is used for yearbook</i> | | |
| Department Chair and Supervision | | |
| 16+ FTE | 1 | B |
| 11 - 15 FTE | 1 | D |
| 6 - 10 FTE | 1 | E |
| 3 - 5 FTE | 1 | F |
| Locker Room Supervision | 1B, 1G | \$323 |

ELEMENTARY EXTRA FACTOR POSITIONS

| Position | Quantity | Category |
|--|----------|----------|
| Elementary School Student Council Sponsor | 1 | F |
| Elementary Leadership Team | | |
| <i>The total compensation for the Elementary Leadership Team will be \$800 for every five (5) certificated staff members (FTE) assigned at an elementary site. Each Elementary Leadership Team member will receive an equal share of the total compensation for the site team.</i> | | |
| Montessori Teachers | | |
| <i>Montessori teachers who hold an American Montessori Society Certificate and who teach in a Montessori classroom shall be paid an extra factor for each certificate they hold as follows:</i> | | |
| AMS Early Childhood | 1 | G |
| AMS Elementary I | 1 | D |
| AMS Elementary II | 1 | D |
| Nationally Board Certified Teacher | 1 | G |
| Special Education Department Chair and Supervision | | |
| 16+ FTE | 1 | B |
| 11 - 15 FTE | 1 | D |
| 6 - 10 FTE | 1 | E |
| 2 - 5 FTE | 1 | F |
| Speech Language Pathologist CCC | 1 | H |

SPECIAL EDUCATION EXTRA FACTOR POSITIONS

| Position | Quantity | Category |
|--|-----------------|-----------------|
| Adapted Physical Education | 1 | D |
| Autism* | 1 | A+D |
| Cross-Categorical | 1 | D |
| ED-Emotional Disability* | 1 | A+D |
| HI-Hearing Impaired | 1 | D |
| MD-Multiple Disabilities | 1 | D |
| MID-Mild Disability (formerly MIID) | 1 | D |
| MOD-Moderate Disability (formerly MOID) | 1 | D |
| PSD-Preschool Severe Delayed | 1 | D |
| Preschool Special Ed | 1 | D |
| Preschool Inclusion (SPED certified teachers only) | 1 | D |
| Psychologists who oversee psychologist interns (2-3) | 1 | A |
| Resource (formerly SLD) | 1 | D |
| Resource Itinerant (formerly SLD Itinerant) | 1 | D |
| SD-Severe Disability (formerly SID) | 1 | D |
| SHARP and MCS certified Teacher* | 1 | A+D |
| Special Education Itinerant | 1 | D |
| SPED Site Leader | 1 | D |
| Transition Facilitators | 1 | D |
| VI-Visual Impairment | 1 | D |
| VI-Visual Impairment Itinerant | 1 | D |

** The Special Education Department will allocate these positions and must approve qualification for this stipend. These teachers receive one of each stipend category identified.*

All stipends in this Special Education section are prorated based on FTE.

The Extra Factor Schedule for Senior High, Junior High, Elementary and SPED positions:

| Category | |
|-----------------|---------------|
| A | \$4725 |
| B | \$4200 |
| C | \$3675 |
| D | \$3150 |
| E | \$2625 |
| F | \$2100 |
| G | \$1575 |
| H | \$600 |

Section B.

Extra Factor pay for coaches shall be for the season of practice as defined by the 5A and 6A conference calendars.

Additional compensation shall be issued to the senior high coaching staff whose season is extended by virtue of state championship competition earned through divisional qualification. Such additional compensation shall be for one week paid on a weekly pro rata basis: one week's pay will be provided for each five-day week that a team is involved in the tournament or play-off. The team must have five (5) days of practice/competition beyond the regional or divisional qualifying tournament.

The formula for determining the amount of pay is:

Extra Factor Pay per sport divided by the weeks of the sport season equals the extra factor pay for each increment of five (5) days.

If the high school marching band is required to participate for the extended time for football state playoffs, the extra factor compensation for the extended season shall be computed in the same manner as coaches.

Section C.

In order for speech and debate to be considered for extra factor pay, the team must participate in six (6) invitationals and regionals. If they go to state or national, they receive an additional \$320.

If the drama coach is involved in state or national competitions, the extra factor compensation shall be increased by an additional \$320.

If the Senior High Academic Team participates in state or national competitions, the sponsor's extra factor compensation shall be increased by an additional \$320.

Section D.

Coaches should be assigned to AAPE. Principals have the option of assigning assistant coaches to an AAPE class based on constraints of the total educational program and availability of personnel. Coaches may request not being assigned to an AAPE class. This request must be approved by the principal.

Coaches who teach five (5) or more classes (full time teachers) and who coach on their preparation hour will receive their stipend plus an additional fifty percent (50%) of that stipend, as determined by the extra factor schedule providing they do not have an AAPE class in their teaching schedule. In no instance may an individual receive more than one 50% stipend per season.

Section E

In moving from a head position to the assistant position or senior high to junior high positions in the same sport or activity, the employee will be paid the lesser amount as prescribed in the new category.

In moving from an assistant to head position or junior high to senior high positions in the same sport or activity, the employee will be paid the greater amount as prescribed in the new category.

Section F.

| <u>CERTIFIED HOURLY RATES</u> | | | |
|---|---|---|--|
| EFFECTIVE MAY 30, 2023 | | | |
| | MPS Certified Employees with Teacher Credentials | ESI Certified Employees with Teacher Credentials | MPS Employees with Substitute Credentials |
| Non-Instruction Rate | | | |
| Non-instruction is defined as curriculum and planning development including participation in qualifying professional learning. | \$25.00 | \$22.13 | \$17.50 |
| Direct Instruction Rate | | | |
| Instruction is defined as direct instruction including facilitation of qualifying professional learning. This rate will also be paid for qualifying duties that extend beyond the contract term | \$38.53 | \$34.10 | \$26.97 |
| Direct Instruction & Planning Rate | | | |
| Direct instruction & Planning is defined as direct instruction that includes pre-planning and post-evaluation of assignments. Every hour of direct instruction needs approximately thirty minutes of planning and evaluating assignments. Use of this rate must be pre-approved by the administrator or appropriate assistant superintendent. | \$51.03 | \$45.16 | \$35.72 |

Section G.

During the first year a new school opens, a department chair may be assigned even if a department includes less than three (3) FTE certificated teachers. In this case, the position must be recommended by the school principal and approved by the superintendent. If approved by the Superintendent, the department chair will be remunerated based on category G.

Any department chair combination must be submitted by the principal to the appropriate Area Assistant Superintendent and the Assistant Superintendent for Human Resources for approval. Such requests must be submitted each school year.

Section H.

Adjunct MDLP teachers will be paid a monthly stipend based on the portion of courses completed out of a total possible of \$60.00 per course. Teachers will be paid incremental amounts for each course over several months (depending upon the length of student enrollment) until the course is completed. The total payment for the course will not exceed \$60.00.

Section I.

Special education teachers who are not compensated for teaching on their preparation period are paid an overage stipend when their caseload exceeds 25 students. The calculation to determine caseload will be the average caseload count using the first day of October, December, March, and May each year. The overage stipend will be \$150 x (average caseload-25) annually.

Special education teachers who are compensated for teaching on their preparation period are paid an overage stipend when their caseload exceeds 30 students. The calculation to determine caseload will be the average caseload count using the first day of October, December, March, and May each year. The overage stipend will be \$150 x (average caseload-30) annually.

Itinerant special education teachers who have caseloads based on contact hours are paid an overage stipend when their caseload exceeds 20 hours. The calculation to determine caseload will be the average caseload hours using the first day of October, December, March, and May each year. The overage stipend will be \$150 x (average caseload-20) annually.

Article 36 – Salary Schedule for Substitutes

Salary Schedule for Substitute teachers with a substitute certificate and substitute nurses shall be paid \$140 per day. Substitute teachers with a teaching certificate shall be paid \$170 per day. Effective October 28, 2022, substitute nurses with a valid license from the Arizona Board of Nursing shall be paid \$170 per day. If an assignment exceeds 20 days, a long-term rate of \$180 will be paid to substitute teachers with a substitute certificate and substitute nurses. Substitute teachers with a teaching certificate shall be paid a long-term rate of \$200 per day for assignments that exceed 20 days. Effective October 28, 2022, substitute nurses with a valid license from the Arizona Board of Nursing shall be paid a long-term rate of \$200 per day for assignments that exceed 20 days.

Article 37 – Savings Clause

If any provision of this document or any application of it to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

A formal legal opinion issued by the Office of the County Attorney, and concurred with by the Office of the Attorney General, shall have the force of law for the District .

If any provision or application of this document is so voided, the President of the Association and the Superintendent shall meet for the purpose of arriving at a satisfactory replacement for such provision or application.

Article 38 – School Calendar

The Superintendent will meet with representatives of the Association during the fall of each school year to obtain input on a school calendar for subsequent years. The recommendations from these representatives shall be considered when draft calendars are created for consideration by the Board when adopting new student calendars for future years.

Prior to the adoption of new student calendars, the Board will conduct two (2) public hearings with the intent of receiving individual teacher, staff, and community preferences. In addition, other communication options, including e-mail, and letters, will be accepted from individuals wishing to express opinions about calendar options.

The Board will adopt calendars only after the conclusion of the public hearings and consideration of written materials received. Copies of the materials received by the Board shall be available to the Association upon request and with the understanding that the Association will pay the cost of making the copies.

Article 39 – Seniority List

Whenever the need for declaring obligatory teacher transfers is identified, the Assistant Superintendent for Human Resources will develop a seniority list for those teachers potentially affected. A copy of each seniority list shall be provided to the Association at the time it is provided to the unit administrator(s).

Article 40 – Short Term Leave

Section I - Sick Leave

- A. Eleven (11) days sick leave shall be granted to all employees during each contract year. Employees who are on extended contracts shall earn additional sick leave at the rate of one (1) for each twenty (20) days worked beyond the normal contract year. Such days shall be cumulative. The employee must make a reasonable attempt to notify the immediate supervisor of an absence and the reason for the absence at the earliest opportunity, but in no case later than two (2) hours before the start of their regular workday. Leaving a telephone message is acceptable notification. The employee will also be responsible for reporting to the immediate supervisor by 3:00 p.m., if possible, on the day of the absence whether the employees will return to work the next day.

Sick leave may be used for the employee's own illness, illness involving a member of the employee's immediate household, preventive medical examination, family critical illness, bereavement leave and twelve week family medical leave (FMLA). Absences for the reasons stated above will be reported to the Payroll Department as sick leave.

- B. Sick leave shall be accrued as follows:
1. Eligible full time employees will be advanced five and one half (5.5) of the eleven (11) sick leave days in July and the remaining five and one half (5.5) days in January. Advanced days for employees hired after August, and remaining accruals will follow the table listed below. Employees hired after the start of the semester will receive accruals outlined in the table under advanced days for late start. Employees hired during the first semester will receive five and one half (5.5) days in January.

2. Part-time employees will be advanced days based on the pro-rata amount of their contract.

| Start Date During Month of | Accrual Master for Full Year (11.0 days) | Advanced Days for Late Start | Total Days Earned for Late Start |
|----------------------------|--|------------------------------|----------------------------------|
| August | 5.5 | n/a | n/a |
| September | 0 | 4.4 | 9.9 |
| October | 0 | 3.3 | 8.8 |
| November | 0 | 2.2 | 7.7 |
| December | 0 | 1.1 | 6.6 |
| January | 5.5 | 5.5 | 5.5 |
| February | 0 | 4.4 | 4.4 |
| March | 0 | 3.3 | 3.3 |
| April | 0 | 2.2 | 2.2 |
| May | 0 | 1.1 | 1.1 |

- C. Reports detailing individual employees' absences can be accessed through the district's timekeeping system on an "as needed" basis. Any employee's request to challenge the accuracy of the records on sick leave must be submitted in writing to the District Payroll Office. Records may be challenged for no more than fifteen (15) months prior to the date of the challenge.
- D. A history of absences and reasons for absences can be accessed through the timekeeping system.
- E. Employees who are absent because of an on-the-job injury resulting from the physically aggressive behavior of a student shall not have the first two absences deducted from their sick leave. At the time of occurrence, the employee must declare these circumstances to the immediate supervisor who shall then inform the Benefits Department. The supervisor must then complete the "Supervisor's Report of Industrial Injury and Treatment Authorization Form." Each case shall be investigated by Benefits staff who shall then make the determination of eligibility and inform the employee and appropriate sites as to the decision.

Section II—Personal Leave

A maximum of seven (7) days per year may be granted to each employee for the purpose of personal leave. Employees hired in the second semester will be granted half the number of these days. Personal leave days shall be deducted from the employee's sick leave unless otherwise requested by the employee on the initial request. These deductions shall be made on the next paycheck following the reporting of the absence.

The following conditions shall apply in the use of personal leave:

1. Prior approval from the immediate supervisor must be obtained by the employee. The employee shall seek prior approval upon knowing the need to request the personal leave either by direct contact in writing or with the district's leave reporting system. For purposes of uniformity, all requests are subject to review by a designee of the Superintendent.
2. It shall not be granted on an employee's first or last day of work during a contract year unless there are extenuating circumstances that may warrant consideration from the immediate supervisor.
3. It shall not be used immediately preceding or immediately following a regularly scheduled holiday and break unless there are extenuating circumstances that may warrant consideration from the immediate supervisor.
4. An employee may appeal the immediate supervisor's decision denying a personal leave request to the Assistant Superintendent of Human Resources. The employee must provide in writing the reason for the appeal and the details of the personal leave request.
5. When an employee is unable to appear for work because of circumstances beyond their control, the employee may use personal leave providing the employee:
 - a. Notifies their immediate supervisor prior to the time of absence; and
 - b. Was unable to make other arrangements to appear for work.
6. It shall not be cumulative. The maximum personal days start over each school year.
7. It shall not be granted to a person who is on an extension of contract (standard work calendar).

Employees who do not use personal leave days which are deducted from their sick leave during any contract year shall accrue one (1) additional day of sick leave at the conclusion of that contract year. Excluded from this provision are those employees who have exhausted all sick leave and/or those who have taken a long term leave for the entire school year.

Section III—Jury Duty Court Witness Leave

It is recognized that no employee is exempt from jury duty and that absences for such duty must be granted.

1. Any contract employee who is required to serve as a juror and who is absent from work, will be given a temporary leave of absence and will receive their normal daily rate of pay and benefits. Any employee excused from work to serve as a juror shall be given leave with no penalty for being absent.

2. Any remuneration received for service as a juror will be deducted from the employee's base salary in order to prevent duplication of salary. This does not include reimbursement for mileage and expenses.
3. An employee who has completed jury duty must return to work if there are at least two (2) hours remaining in the work day. Employees who choose not to return must use one-half day of personal leave. If they have no personal leave, then they will be docked one-half day's daily rate of pay.
4. Jury Duty pay is only granted when an employee is required to report for duty. Jury Duty pay will not be granted when an employee has been excused prior to reporting for duty.

An employee subpoenaed to be a witness in court shall lose no salary, sick leave, or other benefits. A copy of the court subpoena must accompany the employee's absence report statement upon return to work. An employee required to appear in court due to a legal action involving the District, as verified by the Assistant Superintendent for Human Resources or designee, shall be considered to be on duty as an employee whether or not a subpoena was filed.

Section IV— Off Contract Days

No more than five (5) off contract days shall be approved per employee during one school year. Employees shall be docked their daily rate of pay for each off contract day taken. Employees may not go off contract prior to depleting all available accruals the employee is eligible to use.

All listed conditions which apply to personal leave (see Section II) also apply to the use of off contract days.

Section V – Consecutive Absences

Other than for an approved leave of absence, it is expected that employees not be absent using personal leave and/or off contract days for more than five (5) consecutive days during the school year.

Article 41 – Student Teachers

If approved by their school principal, a qualified teacher may serve as a mentor to a university or college student who needs field experience as a student teacher to complete their training to become a certificated teacher.

Student teachers will be primarily assigned to continuing status teachers. Through an appeal process, student teachers may be assigned to a probationary teacher. The written appeal must be initiated by the principal to the superintendent.

Certificated employees who are not teachers, such as psychologists and nurses, may be assigned a college/university student intern if they have been employed by the district for more than three (3) years. Through an appeal process, college/university interns may be assigned to certificated employees who are not teachers, such as psychologists and nurses, and who are in their first three (3) years of district employment. The written appeal must be initiated by the principal to the superintendent.

Article 42 – Substitutes

A substitute shall be provided for all teachers who meet regularly with students when the regular teacher is absent from their duties, contingent upon availability of substitutes and funding.

Article 43 – Teacher Preparation Days

Section A.

Administrators shall schedule activities during the four (4) pre-school days in such a manner as to provide the equivalent of one (1) day for training and/or site planning and two (2) half-days to be used primarily for individual preparation. These two half-days shall be free of all required meetings. The focus for the day of training/planning shall be related to the school improvement plan for that site unless otherwise directed by the Superintendent.

Section B.

All students will be released early on or before the last school day of the first and third grading periods in order to provide teachers time to complete student records and reports to parents. Such release shall be made two (2) clock hours earlier than the normal scheduled student release time at each school. Barring an emergency, this release time shall be free of all required meetings.

Following an elementary district writing assessment, the two subsequent early release dates will be designated for grading, to the extent possible this release time shall be free of all required meetings.

Section C.

Teacher preparation days and early release days are subject to change, depending on funding.

Article 44 – Transfer Procedure

Definitions: Obligatory Transfer - a District-initiated transfer because of enrollment factors, organizational changes, or special circumstances.

Voluntary Transfer - A teacher-initiated request to be relocated to another site or job category.

Section A.

Individuals who are participating in the transfer process--obligatory or voluntary--shall be permitted to interview for available positions and have an opportunity to indicate position preferences. All vacancies funded by District monies of .5 contract or more in the District shall be considered to be available positions and shall be posted.

The District shall post the vacant voluntary transfer positions weekly via Internet through the conclusion of the voluntary transfer process. Dates may be adjusted but will include a total of six (6) weeks of voluntary transfer postings

Prior to January 2023, the MEA Meet & Confer Team will review and determine the timelines for this process.

In order to begin the voluntary transfer process as early as practicable, the District may post vacancies before the conclusion of the obligatory transfer process, if the category of positions posted does not include individuals designated for obligatory transfer. For example, the District may begin to post vacancies for high school math, even though the obligatory transfer process has not been concluded for elementary schools, as long as there are no obligatory designations among high school math teachers.

Section B. -- Obligatory Transfers

1. As soon as possible after any RIF determination is made in each school year, a meeting shall be conducted for individuals identified as obligatory transfers. The district shall attempt to begin the process of transferring certificated employees designated as obligatory transfers by May 1 of the current school year.
2. The unit administrator of a school which must designate teachers as "obligatory transfers" shall use seniority as the basis for so doing unless school needs justify not using a "seniority system." The seniority system would require placing a teacher at each affected department at that school with the least seniority in the District on the obligatory transfer list. At elementary schools, seniority shall be determined at kindergarten, primary, and intermediate.

In the special education department of a given school, seniority shall be established based on certification in the specialized area (i.e., emotionally handicapped, learning disabled, etc.). The employee being considered for transfer must have the appropriate certification and must be highly qualified to teach in the position to which the employee is being transferred.

3. Every effort will be made to inform certificated employees who are declared obligatory transfers of their status, in a private meeting with the building level administrator. This meeting shall take place prior to the building-wide announcement of obligatory transfers and the request for volunteer obligatory transfers.
4. Teachers who have been notified that they are subject to administrative intervention procedures due to their classroom performance shall not be eligible to volunteer to be an obligatory transfer unless they are approved by the appropriate Assistant Superintendent(s) and the Assistant Superintendent of Human Resources. All voluntary obligatory transfers shall be reviewed by the appropriate Assistant Superintendent(s) and the Assistant Superintendent of Human Resources.
5. Anyone who is declared an obligatory transfer will be considered for any open position at their current worksite for which they are qualified. Such consideration shall take place prior to placement of obligatory transfers from outside the worksite.
6. At the informational meeting the Assistant Superintendent or designee shall provide each certificated employee who is designated as an obligatory transfer with a list of new and/or vacant positions (available at that time) for the ensuing school year.
7. Certificated employees who are placed on the obligatory transfer list shall be allowed the opportunity to designate the site and the position they prefer. In no event shall the denial of transfer be made without the requesting employee having the opportunity to interview for the position(s) the employee is seeking, unless the employee is not highly qualified and/or lacks appropriate certification, approved subject area, endorsement, and/or license.
8. The District reserves the right to deny the certificated employee's preference on the basis of District, school or program need, certification and/or qualification for the position.
9. All obligatory transfer employees shall be notified of their placement.
10. The District shall attempt to give placement notification to all certificated employees affected by an obligatory transfer by June 1 of the school year.
11. If a staff member is transferred to another site as the result of an obligatory transfer, the District shall transport the staff member's personal materials between the sites.

12. The Human Resources Department shall provide each certificated employee affected by obligatory transfers with a written copy of the District's transfer policy and procedures.
13. If a certificated employee is declared to be an obligatory transfer in the Spring for the ensuing year, that employee shall have the option of returning to their site to a vacancy that they are qualified for if all parties (i.e. obligatory transfer employee, sending principal, and receiving principal) mutually agree and the Assistant Superintendent of the Human Resources Department approves the return.
14. No certificated employee shall be placed on the obligatory transfer list more than one time in any three (3) years span of time unless that placement is the result of closing of a school site. An obligatory transfer who voluntarily transfers to another site within this three years is no longer “protected” from being an obligatory transfer. An exception to this policy may be made on the basis of school and District needs.
15. The individual categories are elementary (K-6), secondary (7-12), special education (K-12), and pre-K regular and special education.

Section C. – Voluntary Transfers

1. Directly following the placement of any obligatory transfers in specific instructional areas, the District will initiate the voluntary transfer process. A principal may also request a list of qualified outside candidates. Principals will be required to interview all voluntary requests and a minimum of three qualified candidates if possible, prior to recommending a candidate for hire or transfer. The final voluntary posting will occur on the second Tuesday of May*.
2. It is not the intent of this procedure that eligible certificated employees within the District be guaranteed a transfer merely upon request. Employees presently in the District will, however, be guaranteed consideration via an interview for any position(s) within the District for which they request a voluntary transfer. Employees who request a voluntary transfer may be refused consideration if they are not highly qualified and/or do not have the proper certification, approved subject area, endorsement, and/or license for the position which they are seeking. Employees not granted interviews, upon their request, shall be notified of the reason for refusal.
3. Positions available for voluntary transfer will be posted on the internet weekly. To be considered for a voluntary transfer position, eligible employees must first submit an internal application through the district's online application system, and then select voluntary positions of interest within the 48-hour timeframe in which the positions are posted.
4. Employees who interview for voluntary transfers shall be notified of the selection results by the interviewing administrator or designee.

5. An employee who has interviewed for voluntary transfer and has not been transferred after five (5) interviews or two (2) consecutive years may submit a request to the appropriate Assistant Superintendent for assistance in securing a transfer. The request shall list those transfer positions for which the employee has interviewed as well as any pertinent information relative to the employee's qualification/certification for the desired position(s).
6. Certificated employees shall be considered for vacancies occurring after the conclusion of the voluntary process, if the individual's selection for the vacant position would result in additional financial remuneration for the ensuing school year.
7. The applicant considered to be the best qualified will be selected for the available position. If all factors are considered equal, the unit administrator shall use seniority within the District as the basis for selecting the successful candidate.
8. Any District-based teacher who is assigned to two (2) or more sites may request consideration for reassignment to a single site if a vacancy occurs after the conclusion of the voluntary process and prior to July 1. The request must be made in writing to the Assistant Superintendent of Human Resources and must state the specific nature of the assignment for which they are to be considered. Consideration, in this instance, shall mean that the Human Resources Office shall include the teacher's name in the pool of available candidates offered for consideration by unit administrators.

Section D.

The District shall attempt to employ certificated employees who are considered to be part-time or who are on "one semester or one year only" contracts for available positions.

Section E.

When new school sites are opened, the designated principal shall be permitted to fill no more than one-third (1/3) of the positions with current employees from the employee transferring school.

At least one-third (1/3) of the employees may be voluntary transfers from other schools. This stipulation shall be followed providing the requisite number of vacancies throughout the District for obligatory transfer placement is available and that projected student enrollment for the new school site is sufficient as determined by the Superintendent.

Article 45 – Traveling Teachers

Section A.

Those teachers who travel in their own vehicle between schools as a part of their regular teaching assignment shall be reimbursed for mileage if they meet District insurance requirements and if funding is available. This reimbursement shall apply to all teachers who are assigned to teach at more than one school on the same day, to those teachers who are required to make home visits, and to those employees who are regularly required to report to more than one worksite in the District on the same day to teach.

Section B.

The District shall provide for teachers who travel between schools on a regular basis the same duty-free lunch as provided to other teachers and shall attempt to provide planning/preparation periods as provided to non-traveling teachers. This shall be done without additional cost to the District. The teachers and administrators of the shared sites will communicate prior to the start of the school year to arrange planning/preparation periods, a duty-free lunch period, and any assigned duties.

Section C.

Teachers assigned to three (3) or more schools or sites shall not be required to accept responsibility for class or club sponsorship or school-day duties at any school or site. Teachers assigned to two (2) schools or sites shall normally be assigned class or club sponsorship or school-day duties, that when combined, will be consistent with duties assigned to non-traveling teachers. The amount of duty should reflect the amount of FTE allocated to each school for the teacher. Traveling teachers will normally be expected to attend department meetings, faculty meetings, professional learning communities, and other school activities if they are conducted during the time those teachers are assigned to a particular school or site. If a scheduling conflict arises where the traveling teacher is unable to attend a meeting or activity, the absence must be approved by the principal.

Section D.

The Administration shall attempt to arrange teacher schedules so that no teacher will be required to travel among more than three (3) classrooms during the normal school working day in order to meet their teaching assignment.

Article 46 – Use of Student Test Data

The District and the Association agree that an analysis of student achievement test scores is valuable in assessing the effectiveness of the District's instructional program.

Data from norm-referenced tests, state mandated tests, and the District's assessments will be used as one or more of several instruments for the following purposes:

1. Monitoring results by student, class, school, and total District;
2. Identifying problem areas;
3. Initiating corrective action;
4. Evaluating instructional areas;
5. Developing in-service programs;
6. Administering a more equitable program for assistance;
7. Providing additional accountability to parents; and
8. Working as an educational team to establish site and District goals.

The primary purpose of analyzing student test scores is to provide for instructional improvement, as aligned with state academic standards. When test data is available, that information shall be made available by electronic means and shall be kept on file in the Research and Evaluation Office and the school principal's office.

Article 47 – Zipper Clause

This document constitutes the full and complete meet-and-confer commitments between both parties. It supersedes and cancels all previous meet-and-confer documents.

This document contains the full and complete understanding of the working conditions and benefits between the District and the Association. Neither party shall be required during the term hereto to meet and confer on any issue covered in this document.

Beginning on or before February 15, of each calendar year, the parties will meet to initiate the meet and confer process on a successor document.