

Human Resources Department



Certified Manual

“Collaboratively developed between the Deer Valley
Unified School District and its constituencies.”

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INTRODUCTION

The Governing Board of the Deer Valley Unified School District No. 97 agree that the educational welfare of children of the District is paramount in the operation of the schools.

The Governing Board recognizes that teaching is a profession, that members of this profession have specialized educational qualifications, and that their participation in policy development on matters relative to the professional services of teachers is important to the success of school programs. In addition, every teacher shall have the right to organize, join and support any employee organization, association or group.

In the event that a campus improvement team, in order to address the specific needs of their work site's campus improvement plan, finds a CIT recommendation in conflict with this MANUAL, the CIT may submit a request for a variance for the duration of not more than one (1) school year.

The CIT will complete a variance request form and submit their request to the superintendent/designee. Each variance request will be considered on its own merit. No granted variance will establish precedence.

The Governing Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Arizona and of the United States.

Any conflict between the **CERTIFIED** Manual and Board Policy will be referred back to the Negotiations **PROCESS** for review. The team will make a recommendation to the Board and the recognized employee groups for resolution.

The District is committed to providing equal employment opportunities; therefore, no employee will be discriminated against by the District on the basis of age, race, color, sex, religion, national origin, marital status or physical handicap.

INTRODUCTION

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Section I

DEFINITIONS

I Definitions

- A Base Salary – Row 0, Column #1 (BA-Zero) of the initial placement hiring schedule.
- B Board - shall mean the Governing Board of the Deer Valley Unified School District No. 97.
- C CIT - (Campus Improvement Team) shall mean: The representative group of campus people working for and empowered to make recommendations and decisions regarding school improvement. Each work site team must be comprised of a representative group of campus administrators, teachers, educational support personnel, parents and patrons of the district. The team will also include students as applicable. The CIT is responsible for the development, implementation, monitoring and evaluation of the yearly campus improvement plan. The CIT will present the plan to the staff for consensus prior to implementation.
- D Credited - shall mean the upfront granting of all sick days concurrent with the first day of the contract period and contingent upon successful fulfillment of that contract.
- E Days - shall mean working days. Working days are considered to be those exclusive of holidays and weekends. During the school year, working days shall mean teaching days plus other duty days. During the summer, working days shall be when the District's central Administrative Offices are open for business to the public.
- F District - shall mean the Deer Valley Unified School District No. 97.
- G Elementary - shall mean grades K-6.
- H Employee - shall mean all certified personnel listed below covered by this Manual and under contract by the Governing Board. This shall include the following:
- 1 Classroom teacher
 - 2 **TEACHER LIBRARIANS**
 - 3 Psychologists
 - 4 Counselors
 - 5 Special Education Teachers
 - 6 Speech Therapists/Speech Teachers/Audiologist
 - 7 Intervention Specialist
 - 8 Special Area Teachers
 - 9 Teachers on Assignment
 - 10 School Nurse

Section I

DEFINITIONS

- I Hard-to-Fill – A position that directly serves the needs of students and exhibits one or more of the following conditions:
- 1 Lack of suitable candidates for posted positions, after multiple postings,
 - 2 Requires technical skills resulting in a shortage of applicants,
 - 3 One of a kind position, no back-u position to fill the void while candidates are sought,
 - 4 National recognized current and immediate future shortage areas.
- J High School - shall mean grades 9-12.
- K Individual Base Salary – Individual salary as listed on the individual’s current contract.
- L K-6 – Are schools containing only grades kindergarten through 6th.
- M K-8 – Are schools containing grades kindergarten through 8th.
- N Middle School - shall mean schools that are grades 7-8.
- O Seniority - a teacher’s seniority is established by initial date of hire in the district. (Date of hire is the date the contract is signed) Those teachers whose first day of hire in the district is the same shall have their seniority established by lot. Once a teacher’s seniority has been established, such seniority date shall remain with that teacher as long as the district employs that teacher. Unpaid leaves of absence of one semester or more shall not accrue seniority, as of July1, 1990. Seniority shall accrue and not be broken by
- 1 Time lost because of an occupation-related accident
 - 2 Use of sick leave
 - 3 Periods of layoff
- P Seniority list - by December 1, the District will provide each campus two copies of the seniority list, one to be posted in the main office and one in the library. This list shall include the school/department. Any teachers who have been on a full-time limited contract, followed by a full-time regular contract without a break in employment, will be placed on the teacher seniority list based on their original date of hire, i.e. the first full-time limited contract.

Section II

Voluntary Payroll Deduction

II Voluntary Payroll Deduction

- A Upon receipt of written request from an employee, the District shall deduct regular payments from his/her paycheck.

- B The amounts so deducted pursuant to such request shall be promptly remitted as directed. Such requests for deductions shall continue in full force and effect until the employee submits a written revocation to the District Payroll Department.

Section II

Voluntary Payroll Deduction

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Section III

Dispute Resolution Process

III Dispute Resolution Process

A Definitions

- 1 Grievance - is a complaint by a certified employee, DVEA, or a group of certified employees. The complaint shall state that the certified employees have been treated inequitably by reason of any act or condition, which is contrary to established Board Policy and/or procedure governing (or affecting) Certified Employees. The term “Grievance” shall not apply to any matter upon which the Board is without authority to act. Evaluation procedures are grievable. Evaluation content is not grievable.
- 2 “Grievant” – A certified employee, DVEA, or a group of certified employees.
- 3 Interest Based Resolution Team (IBRT) – is a group of three individuals consisting of one management, one certified (DVEA) and one classified (DVESPA). All members must be trained in the Interest-Based process.
- 4 Representative – A person that the grievant designates to assist him/her during any or all phases of the grievance process.
- 5 Supervisor – The administrator upon whose action or decision the grievance is based, or who could remedy the problem, and with whom the grievance must be delivered to initiate the grievance process.

B Grievance Procedure

- 1 Informal - when a certified employee has a grievance the employee should make every effort to immediately resolve the problem verbally with the supervisor at a mutually agreed upon appointment. This will be within twenty (20) days from the date of the occurrence of the alleged grievance.
- 2 Formal
 - a Level One
 - i If the grievance is not solved with the informal procedure, and the grievant wishes to continue processing the grievance, the grievant shall present his/her grievance in writing to the supervisor within five (5) days after the decision is rendered at the informal level. The grievant shall distribute copies to DVEA, and other supervisors or administrators who could

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Dispute Resolution Process

- remedy the problem.
 - ii The supervisor will render a written decision to all parties with a copy to the superintendent/designee within five (5) days of receipt of the grievance.
- b Level Two – interest based resolution team (IBRT)
- i If the grievance is not resolved at level one, the grievant will have five days to refer the grievance to level two (IBRT).
 - ii The IBRT must occur within ten (10) days.
 - iii The IBRT must render a written decision within five days of the last session.
- c Level Three Superintendent/Designee
- i If the grievance is not resolved at level two, the grievant will have five (5) days to refer the grievance to level three – superintendent/designee.
 - ii The superintendent/designee will meet with the grievant within ten (10) days for the purpose of resolving the grievance.
 - iii Arguments and documentation of all parties will be presented in writing at level two hearings. Copies shall be given to all persons involved in the grievance.
 - iv The superintendent/designee will within five (5) days after the meeting render a decision in writing to all parties. The superintendent/designee may refer the matter back to level one or level two.
- d Level Four – Impartial Advisory Arbitration
- i If the grievance is not resolved at level three, the grievant will have five (5) days to refer the grievance to level four – impartial advisory arbitration. A copy of the grievant’s decision to go to arbitration will be submitted in writing to DVEA. A copy of the request will be provided to the superintendent/designee by the grievant.
 - ii DVEA may within five (5) days after receipt of the request submit the grievance to arbitration by written notification to the president of the Governing Board and the superintendent/designee.
 - iii The superintendent/designee and DVEA will within five (5) days after written notice is received, select jointly an arbitrator.
 - iv If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association will be called upon immediately to select

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Dispute Resolution Process

an arbitrator. The American Arbitration rules will govern all parties.

- v The arbitrator will have the authority to hold hearings and make procedural rules, as he/she deems proper so long as time is kept to a minimum.
- vi The arbitrator's recommendations and findings shall be submitted in writing to the Governing Board and DVEA.
- vii The Governing Board will take official action on the report of the arbitrator at the next regularly scheduled Governing Board meeting, providing the report is received at least one (1) week prior to the Governing Board meeting.
- viii The Governing Board and DVEA will share all costs for the arbitrator jointly. A grievant representing himself or herself will be responsible to share these costs with the district.

C General Provisions

- 1 Reprisals will not be taken against any employee, organization, member, or any person participating in the grievance process.
- 2 The purpose of a grievance policy is to obtain at the lowest administrative level equitable solutions to problems. The governing board, administration, and DVEA agree to keep these proceedings informal and confidential in closed sessions. No news release will be made concerning any grievance proceedings.
- 3 A grievance may be withdrawn at any level without prejudice and cannot be reopened.
- 4 An employee participating during the school day in any grievance procedures, which are scheduled by the governing board, will be released from regular duties without loss of salary or benefits.
- 5 A grievant may request a representative to accompany him/her to act on his/her behalf. DVEA will be present at all hearings and meetings at the formal level and will have access to documentation on hearing proceedings unless the grievant requests otherwise.
- 6 Grievance proceedings will not be placed in the personnel files of the certified employee(s) nor will they be utilized in the promotional process or any recommendation for job placement.
- 7 In matters dealing with DVEA rights, as defined in section 23, the grievance will be initiated at level three by DVEA.
- 8 All grievances to be initiated by DVEA at level three must first go

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Dispute Resolution Process

through the informal level with the superintendent/designee.

- 9 If a grievance involves a group of certified employees, it will be submitted to the supervisor when it involves only one (1) campus. If more than one (1) campus is involved, the grievance will be initiated at level three.
- 10 A form for request for arbitration shall be mutually agreed upon by DVEA and the district. This form will be made available in the office of the principal in every school and at the office of DVEA.

D Time limits

- 1 If the time limits are not met by the administration the grievance will automatically move to the next level.
- 2 The time limits specified may be reduced or extended by mutual agreement in writing.
- 3 If a grievance is filed which might not be finally resolved under the time limits prior to the end of school, every effort will be made to resolve the grievance at the earliest possible date.
- 4 Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits will be deemed to be acceptance of the decision rendered at that level.

Section IV

Academic Freedom

IV Academic Freedom

- A The Board recognizes its responsibility to uphold the integrity of individual rights and freedom guaranteed by the U.S. Constitution. All employees are guaranteed these rights and freedoms and are responsible for their maintenance in the academic community. Further, the Board believes that students must have some exposure to controversial topics if they are to develop the ability to think critically about the issues. No unreasonable limitation shall be placed upon study and investigation of facts and ideas concerning man, human society, the physical and biological world or other branches of learning within District approved curriculum guidelines. These topics should be handled tactfully and honestly, commensurate with the age and understanding of the students.

- B Student grades or promotion should be determined by the teacher of that student. This will only be done through the procedures stated in ARS and the Promotion and Retention guidelines adopted by the Board.

Section IV

Academic Freedom

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Section V

Pupil Discipline

V Pupil Discipline

- A The Board, Administration and teaching personnel recognize that classroom discipline is primarily the responsibility of the teacher. Teaching personnel will be assisted by Administrative personnel on a shared responsibility basis to maintain proper discipline in the classroom and at school activities off campus. Campus discipline is primarily the responsibility of Administration with teachers' help.
- B Each Principal/designee will develop and review during the current school, a written discipline plan. Each campus shall develop a school discipline plan(s) that define campus procedures.
- 1 Five teachers selected by their peers, shall develop the plan in committee with the principal or appropriate administrator.
 - 2 The plan(s) shall be submitted to Ed Services by September 15th each year. The plans shall be maintained for two years.
 - 3 The committee shall distribute the plan and train the faculty prior to submission of the plan to Ed Services.
 - 4 On campuses with more than one administrator, others may be added to the committee, not to exceed the number of teachers.
 - 5 The details of the plan shall be determined using an interest based collaborative process.
 - 6 On a K-8, both K-6 and 7/8 teachers must be represented on the committee.
- C Upon notification of the school Administration a teacher may send a student to the office for discipline when the severity of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the presence of the student unacceptable. Only the Principal/designee has the authority to transfer a student.
- D If a student allegedly assaults a teacher, the teacher shall report such allegation to the Principal/designee. The teacher will file a written report to the Principal/designee. The Principal/designee shall conduct an investigation of the incident and provide the teacher with a written and/or oral report of his/her findings. The District will comply with any reasonable request from the teacher for information relating to the incident or persons involved. The teacher has the right to report the incident to the police and the district will cooperate with the police investigation.

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Pupil Discipline

- E A teacher may, within the confines of the law, protect himself/herself or other persons.
- F If a student with a history of serious behavior deviation, psychological or physical problems is to be transferred or assigned to a classroom, the teacher shall be provided with available information about the student. A conference with the Principal/designee and appropriate personnel regarding the placement shall be held and changes in placement as a result of this conference will be made in accordance with applicable statutes.
- G If a student presents a clear and present danger, the teacher may request to have the student temporarily removed from the classroom. A conference may be held with the Principal/designee, the teacher, the student and, if appropriate, the parent(s), before re-entrance is possible.
(ARS section 15-841)
- H Each teacher employed by the District shall be provided a copy of these guidelines and other appropriate handbooks or manuals.

Section VI

Improvement of Instruction and Teacher Evaluation

VI Improvement of Instruction and Teacher Evaluation

A The purpose of the evaluation is to improve teacher quality through a collaborative process that involves interaction between evaluator and teacher. The Deer Valley Unified School District Teacher Evaluation is standards based and developed in conjunction with the Charlotte Danielson model. Observations will be done by a Qualified Evaluator and will note areas of effective teaching, areas that need specific improvement, and areas that are inadequate based on a rubric. Evaluators will then engage in discussions with teacher with the aim of improving classroom instruction. Improving classroom teaching is an on-going process and should continue throughout a teacher's career.

B The improvement of instruction and teacher evaluation are joint responsibilities of the administration and the teachers. This joint responsibility shall include a committee of administrators and teachers, evenly represented, to review and recommend changes in the evaluation process and to address situations involving conflict of interest or undue bias. The following evaluation procedures have been mutually developed and constitute the district's teacher evaluation process.

C Outline of the Teacher Evaluation Process

- 1 The District teacher evaluation process shall contain the following steps for both novice and continuing teachers.
- 2 An orientation meeting to explain the evaluation process **WILL** take place **BY THE END OF THE FIFTH STUDENT DAY**. This meeting, conducted by the building administrator, will signify the start of the evaluation process. New teachers hired after the above meeting has taken place will receive a similar orientation. No teacher evaluation may be done before this meeting occurs. Departments, by grade levels, in small groups or full teaching staff, may do the meeting individually. This meeting is for the purpose of clarifying the evaluation instrument and the evaluation process that will be used.
- 3 Professional Development Plan, the goal setting portion of the teacher evaluation, needs to be developed concurrently with the processes outlined in the paragraph above. The student achievement goal in the professional development plan should be the performance pay goal.

D Definition of Terms

- 1 Component – a related sub-division of a domain.
- 2 Continuing Status – shall be obtained upon the offering and formal acceptance of the fourth consecutive teaching contract after being

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Improvement of Instruction and Teacher Evaluation

employed, full time, by the District for more than the major portion of three consecutive school years.

- 3 Domain – the complex act of teaching has been divided into four broad categories of activity. For detailed explanation refer to the specific component in the rubric.
- 4 Evaluation – See paragraph F 1
- 5 Evaluation Ratings
 - a Inadequate – Teacher displays an inability to perform in a manner that is effective or conducive to student learning. For detailed explanation refer to the specific component in the rubric.
 - b Developing – Teacher is approaching the minimum requirements for successful student performance. For detailed explanation refer to the specific component in the rubric.
 - c Proficient – Teacher meets minimum requirements for successful student performance. For detailed explanation refer to the specific component in the rubric.
 - d Excelling – Teacher exceeds all requirements for successful student performance. For detailed explanation refer to the specific component in the rubric.
 - e Distinguished – An “excelling” teacher who clearly goes above and beyond in a component or element, in a manner that contributes to the learning environment by enhancing the knowledge of colleagues, performs in a leadership role, or significantly impacts the school/community environment.
 - f Not observed - This area is not to be construed as a negative. It simply means that during the observation/observations it was not noted.
- 6 Field test – (2006-2007 school year) a test of the evaluation instrument under normal conditions. The Governing Board will approve the evaluation instrument prior to the initiation of

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Improvement of Instruction and Teacher Evaluation

the field test.

- 7 Inadequate teacher - A teacher's classroom performance may be deemed inadequate if he/she receives a rating of "inadequate" in one or more component as specified in the teacher performance evaluation system.
- 8 Novice teacher – teachers who have not been employed full time by the District for more than the major portion of three consecutive school years (non-continuing status).
- 9 Observation – See paragraph E 1
- 10 Pilot – (2005-2006 school year) A prototype of the evaluation instrument. Used to test the process and discover problem issues prior to field test phase.

E Observations

- 1 The observations are for the purpose of improvement of instruction and shall consist of walk-throughs, short observations (less than one class period), or whole class period observations.
- 2 Observations shall begin after the initial meetings and continue until the evaluation is completed.
- 3 Prior to each evaluation there will be a minimum of one observation and two classroom walkthroughs each semester.
 - a One observation shall not be less than 30 minutes in duration. There may be additional observations of longer or shorter duration.
 - b The classroom walkthroughs will normally be five (5) to fifteen (15) minutes in duration.
- 4 Should an area be noted that is rated developing with the intent of identifying an area of weakness (as opposed to normal progression towards proficient) or is inadequate, it must be communicated to the teacher in writing within 48 hours.
- 5 A follow-up observation(s) shall be done to check for improvement before the evaluation is completed. All observation dates shall be reported on the evaluation form if any information from the observation(s) is/are to be used on the evaluation form.

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Improvement of Instruction and Teacher Evaluation

- 6 As there are several observations done throughout the school year, there should be time for a teacher to work for improvement on any areas that are inadequate or developing with the intent of identifying an area of weakness (as opposed to normal progression towards proficient). Improvements can then be noted on the evaluation form. Pre-conferences before observations may be requested by the evaluator or the teacher, but are not a requirement within the process.

F Evaluation

- 1 The evaluation is for the purpose of reporting the progress made by the teacher during the observations. Only information identified during the observations can be used on the evaluation. The evaluator shall complete the evaluation before May 15 of each school year. The teacher shall receive the evaluation form within five (5) days after the evaluation post conference.
- 2 Before marking “inadequate” on an evaluation, there must be an “inadequate” on an observation.
- 3 Teacher rebuttals will automatically be attached to the appropriate observation or evaluation. Teacher signature on the evaluation form acknowledges participation in, but does not necessarily indicate concurrence with, the evaluation. If the teacher chooses to disagree, a written rebuttal must be attached to the evaluation form. The teacher has until the first student day of the following school year to submit a rebuttal. The indicators of adequacy in the evaluation document have been established by the Deer Valley School District.

G ASSISTANCE PLAN (AP)

- 1 An improvement plan will be developed for any teacher with a noted inadequate component during an observation. The evaluator and the teacher will jointly develop this improvement plan.
- 2 The following list indicates some suggestions in preparing an improvement plan:
 - a Areas where improvement is needed,
 - b Specific suggestions for improvement,

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Improvement of Instruction and Teacher Evaluation

- c Additional resources to be utilized to assist with improvement,
 - d Evaluator's role in assisting the teacher,
 - e Techniques for measurement of improvement,
 - f Time schedule for monitoring of improvement,
 - g If appropriate, release time for the teacher to avail himself/herself of other resources to improve in the areas in which deficiencies were cited.
- 3 A teacher shall not be held accountable for any aspect of the education program over which he/she has no authority or ability to correct deficiencies.

H Change of Evaluators

- 1 A teacher may request a change in their primary evaluator if he/she feels there is a conflict of interest. (A relative may not supervise or evaluate another relative.) A request for Change of Evaluator form **MUST** be submitted to the **ASSOCIATE SUPERINTENDENT OF HUMAN RESOURCES** no later than **THE END OF THE 10TH STUDENT DAY**. The Superintendent/designee shall contact the teacher in order to pursue the following options for changing the primary evaluator.
- a The **ASSOCIATE SUPERINTENDENT OF HUMAN RESOURCES** will choose another qualified evaluator from the same campus as the teacher.
 - b The **ASSOCIATE SUPERINTENDENT OF HUMAN RESOURCES** will choose another qualified evaluator from the District Office.
 - c The **ASSOCIATE SUPERINTENDENT OF HUMAN RESOURCES** will choose another qualified evaluator from another campus.
- 2 The appointment of a different qualified evaluator shall take place within fifteen (15) days of the initial date of teacher request.
- 3 If a new evaluator is appointed, any observation(s) by the previous evaluator for the current school year becomes null and void.
- 4 If a certified teacher has received Preliminary Notice of Inadequacy of

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Improvement of Instruction and Teacher Evaluation

Classroom Performance per A.R.S. 15-538, 15-539 the teacher may not request a change of evaluator during the duration of that process, **NOR ARE THEY ELIGIBLE FOR TRANSFER.**

- 5 If a certified teacher should receive an inadequate rating on a previous evaluation and does not receive a Preliminary Notice of Inadequacy of Classroom Performance per A.R.S. 15-538, 15-539; they may request a change of evaluator for the following year.

I Novice Teachers

- 1 Each probationary teacher shall have two (2) evaluations per school year.
- 2 The first evaluation shall be completed by December 15 and the second by May 15th. There may be other observations during the school year of longer or shorter duration
- 3 In addition, each teacher will have an initial meeting with the evaluator concerning the professional development plan for the coming year and a year end meeting to discuss the year and make plans for the upcoming year. It is also expected that a mid-year progress update will take place during the December 15th evaluation.

J Continuing Teachers

- 1 Each continuing teacher shall have at least one evaluation per year, to be completed by May 15th.
- 2 In addition, each teacher will have an initial meeting with the evaluator concerning the professional development plan for the coming year and a year end meeting to discuss the year and make plans for the upcoming year.
- 3 Each continuing teacher may also request a progress update with the evaluator. This conference may be requested by either the teacher or the evaluator.

K Forms

- 1 All evaluation instruments and forms shall be posted on the District web site in the Human Resources section. No other evaluation forms shall be used in the process.

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Improvement of Instruction and Teacher Evaluation

- 2 A committee shall mutually develop any additional forms used for evaluation. The committee shall be comprised of equal numbers of employees and administrators.

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Improvement of Instruction and Teacher Evaluation

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Section VII

Personnel Files

VII Personnel Files

A Definitions

- 1 Working File - is an administrator's personal working record of an employee's performance at the building/unit level.
- 2 Personnel file - is the official personnel file maintained by the Human Resources Department. Materials in this file shall contain all materials related to the employment process (i.e. placement file, transcripts, letters of reference, recommendation for hire, contracts, etc.), employment history in the district, evaluations, and assessments.

B Human Resources Department shall supervise the maintenance and updating of the teacher files.

C Any item from the working file that is placed in the personnel file shall be acknowledged by the employee's signature on the document. The employee shall receive a copy of the signed document to be moved from the working file to the official personnel file. Possession of the working file is the sole proprietorship of the originator of the written material and not transferable to existing or incoming building/unit level administrators.

D A signed copy of the Teacher Evaluation shall be kept at the Principal's office.

E A teacher or a representative designated in writing shall have the right to review the contents of the personnel file and to receive copies at his/her expense. A teacher shall be entitled to have a representative of his/her choice accompany him/her during such review.

F Upon a teacher's request, written warnings and/or reprimands which are three (3) years old or older and which refer to an offense that has not been repeated within three (3) years, shall be removed from his/her working and personnel file with the exception of evaluations and matters pertaining to suspension or dismissal. The time will commence from the date of the document.

G No material derogatory to a teacher's conduct, performance, character or personality shall be placed in the personnel file unless the teacher has had the opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material, which shall be reviewed and signed by the Superintendent/ designee and attached to the file

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Personnel Files

copy(ies).

- H All references and information carrying a waiver of the review rights originating outside the District obtained on the basis of confidentiality, shall not be available for inspection by the teacher.
- I The teacher shall have the right to submit material for his/her file. This material shall be submitted to the principal/designee, and then forwarded to the Human Resources Department who shall place this material in the file of that teacher unless it is determined to be inappropriate or unnecessary. An explanation for not placing this material in the personnel file shall be made to the teacher and this submitted material shall be returned to the teacher.
- J The examination of a teacher's file shall be limited to appropriate personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.
- K In the event of litigation or grievance, only the personnel file accessible to the teacher may be used.

Section VIII

Public Criticism

VIII Public Criticism

- A When appropriate, any complaint by a citizen or parent about an employee shall be reported in writing to the employee within one (1) day when possible, by the administrator receiving the complaint.
- B Any complaint not reported to the employee within the above time limit shall not be used in any formal evaluation or any disciplinary action.
- C When the individual making a complaint against an employee is willing to be identified, the employee will be informed of the complaint, circumstance, and the identity of the complainant before any action is taken against the employee.
- D When the individual making a complaint is not willing to be identified to the employee, the complaint shall not be used in any disciplinary action against the employee.
- E Under normal circumstances, students may not be used to investigate incident complaints against employees. Under unusual circumstances, students may be used to investigate incident complaints with an Association Representative present. In cases involving moral turpitude or safety of the student(s) or employee(s), the Association President/Designee may be present during the investigation.

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Public Criticism

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Section IX

Disciplinary Action Against Employees

IX Disciplinary Action Against Employees

A Rules for Disciplinary Action Against an Employee

1 Introduction

a Purpose

- i These rules are adopted to comply with Arizona Revised Statutes. Violations by employees of the rules, regulations or policies of the Governing Board regarding duties prescribed in the Arizona Revised Statutes shall result in disciplinary action in accordance with these rules.
- ii The Governing Board reserves the right not to discipline an employee for a violation of the rules, regulations or policies of the Governing Board.
- iii These rules are for violations that are not a cause for dismissal of the employee or for revocation of the certificate of the employee.

b Construction - these policies shall be construed to maintain the orderly and efficient administration of the school system.

c Severability - if any provision of these rules is held to be invalid for any reason, that action shall not invalidate the rest of the rules.

2 Identification of Conduct

a The duties prescribed by Arizona Revised Statutes (§15-521):

b Each employee employed by the Governing Board in this District shall:

- i Hold students to strict account for disorderly conduct.
- ii Keep a school register, which the Governing Board shall carefully preserve as one of the records of the school.
- iii Make the decision to promote or retain a pupil in a grade in a common school or to pass or fail a pupil in a course in High School. Such decisions may be overturned only as provided in section 15-342, Paragraph 11.
- iv Comply with all rules and policies of the Governing Board that relate to duties prescribed in this section.

c Violation of the Duties

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i These policies apply only to a violation or violations of the duties prescribed in part 2a of these rules.

ii Violation:

(1) A violation of a duty occurs when an employee fails to perform a duty prescribed in part 2a of these rules.

(2) An employee who commits a violation may be given a verbal warning, a written warning, a written reprimand, suspension with pay (Administrative Leave) or suspension without pay not to exceed ten days using the procedures described in part 3.

3 Guide to Disciplinary Action

a Progressive Discipline

i Disciplinary action shall be based on the principle of progressive discipline.

ii Progressive discipline requires that repeated violations should require more severe corrective action.

iii Disciplinary action for violations of these rules shall follow Section IX in the current manual.

b Disciplinary Action

i Employees shall not be disciplined, reprimanded, or deprived of any professional advantage without just cause.

ii A Verbal Warning

iii A Written Warning - a written warning shall be placed on an appropriate district form, signed by the employee, and then placed in the working file of the administrator issuing the warning.

iv A Written Reprimand - a written reprimand will be placed on an appropriate district form and signed by the employee. The signed related written warning [IX 3, b, iii] will be attached to the reprimand and be placed in the personnel file of the employee.

(1) An administrator authorized by the Superintendent/designee in the appropriate category of supervision may impose written reprimand short of a suspension with or without pay for a period not to exceed ten days.

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Disciplinary Action Against Employees

(2) When a principal determines there are reasonable grounds for a written reprimand, the procedures of “Disciplinary Action against Employees in the current employee manual shall be followed.

- v Administrative Leave of Absence - the Provisions of Notice, Hearing and Appeal contained in the Arizona Revised Statutes shall apply.
- vi Suspension Without Pay - the Provisions of Notice, Hearing and Appeal contained in the Arizona Revised Statutes shall apply.
- vii Dismissal -for violations of these rules, which are cause for dismissal, the Provisions of Notice, hearing and Appeal contained in the Arizona Revised Statutes shall apply.

4 Rules of General Application

- a Notice - any person required by these rules to send a written document to any other person affected by these rules may do so by any means reasonably calculated to give the recipient actual knowledge of the notice within a reasonable amount of time, except to the extent any statute provides for a specific time or means, and then, the statute shall control.
- b Conduct Not Punished - an employee may be disciplined for conduct, which occurred but was not the subject of a specific proceeding under these rules, if the other provisions of these rules permit it.
- c All information bearing on any disciplinary action will be made available to the employee and the employee’s representative unless the employee requests otherwise.

B Reprimands

- 1 The appropriate administrator shall inform an employee who is to be charged with an infraction of Board Policy or Procedures, and/or Administrative Rules or Regulations and/or Campus Rules or Procedures within 10 days of the knowledge of the alleged infraction. During that time, an informal meeting shall be held regarding the alleged infraction. At this meeting, the building administrator shall discuss specific actions and infractions that allegedly occurred and will give the employee ‘notice that a formal meeting will occur in three (3) days. In an emergency situation where there may be a threat of physical or mental harm, there may be immediate steps taken by the

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Disciplinary Action Against Employees

building administrator.

- 2 The employee shall have the right to notify his/her representative of the formal meeting. Either party may be allowed to have one (1) representative in attendance at the formal meeting and any future meetings concerning the alleged infraction.
- 3 At the formal meeting either party shall have the right to request the meeting be recessed and reconvened within seventy-two (72) hours for the purpose of gathering additional information for clarification.
- 4 Any written information on which the charge is based shall be made available to the employee.
- 5 If, as a result of the formal meeting, a reprimand is to be issued, it shall be issued to the employee in writing no later than five (5) days after the meeting.
- 6 Only an administrator authorized by the superintendent/designee in the appropriate category of supervision shall issue a reprimand and shall hold such a meeting.
- 7 Any formal written complaint by a citizen or parent about an employee shall be reported to the employee by the Administrator receiving the formal complaint (according to Section VIII).
- 8 No disciplinary action shall be taken against an employee predicated upon lawful, non-school related personal activities, which have no impact on the employee's effectiveness as an employee.

Section X

Reduction in Force

X Reduction in Force

A Layoff

- 1 **THE GOVERNING BOARD MAY ELIMINATE TEACHERS IN THE DISTRICT IN ORDER TO effectuate economies IN THE OPERATION OF THE DISTRICT OR TO IMPROVE THE EFFICIENT CONDUCT AND ADMINISTRATION OF THE SCHOOLS OF THE DISTRICT.** Should a reduction in force (RIF) become necessary, this reduction shall be determined by **GOVERNING BOARD POLICY GCQA AND** the following **PRELIMINARY** procedures:
 - a Projected enrollment and program needs,
 - b Determine the present staff in each grade/subject area,
 - c Establish the staff for the following year based on:
 - i Resignations
 - ii Leaves of absence
 - iii Transfers to non-bargaining positions
 - iv Other movement that will create or fill a position
 - d Project staffing needs based on enrollment, program needs, and class size,
- 2 In the event that a District-wide reduction of personnel shall become necessary, the District shall attempt to accomplish the layoff through voluntary means.
- 3 Teachers to be laid off for the ensuing school year shall be notified in writing of such layoff in accordance with statutory requirements.

Section X

Reduction in Force

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Section XI

Parent/Teacher Conference Days

XI Parent/Teacher Conference Days

- A The Board, Administration and teaching personnel recognize that reporting a student's progress is an important part of the education program. Further, it is necessary for parents and teachers to meet in order to properly report such progress.
- B ALL TEACHERS WILL BE PROVIDED TWO (2) ONE-HALF (1/2) DAYS OF EARLY DISMISSAL TWICE EACH SCHOOL YEAR PER DISTRICT CALENDAR.**
- C There will be no parent-teacher conferences scheduled during state testing.

Section XI

Parent/Teacher Conference Days

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Section XII

Job-Sharing and Part-time Teaching

XII Job-Sharing and Part-time Teaching

A Job Sharing

- 1 Requests for job shared position shall be submitted in writing and state the following:
 - a Reason(s) for consideration,
 - b Curriculum coordination,
 - c Plan for student grouping,
 - d Time schedules for participating teachers,
 - e Long range plans in all academic areas,
 - f Plan for parent communication,
 - g Conference plans,
 - h Discipline program.
- 2 The principal/designee and superintendent/designee will evaluate and approve or disapprove such requests on an individual basis.
- 3 Only continuing teachers shall be eligible for job-shared positions.
- 4 A former Deer Valley teacher who had continuing status and effective evaluations during his/her employment in the district may be considered for rehire in a job-shared position provided there are not current in-district applicants.
- 5 Teachers requesting a job-shared assignment shall submit their proposal in writing to the principal by February 15 for consideration for the following year. Teachers who are job-sharing and who wish to return to full time status the following year shall notify the district by February 15.
- 6 Each teacher in a job-shared assignment shall be credited with the number of leave days prorated on the basis of the amount of time worked.
- 7 A teacher in a job-sharing assignment will receive one year of seniority if the teacher has worked more than one semester.

Section XII

Job-Sharing and Part-time Teaching

B Part-Time Teaching

- 1 The Board, Administration and teaching personnel recognize that in certain circumstances it would be in the best interest of the educational process to allow part-time teaching. Part-time teacher shall mean any teacher who teaches less than a full teaching day.
- 2 Requests for part-time teaching status shall be submitted in writing and state the reason(s) for consideration. The Principal/designee and Superintendent/designee will evaluate and approve or disapprove such requests on an individual basis. Denials of the request shall be in writing and shall state the reason(s) for denial.
- 3 Part-time teachers will be credited with sick leave prorated on the basis of the amount of time worked. Part-time teachers may be eligible for additional benefits as described elsewhere in this Manual.
- 4 **A CONTINUING TEACHER TEACHING .5 OR MORE WILL RECEIVE ONE YEAR OF SENIORITY; IF LESS THAN .5 THE TEACHER WILL GET PRO RATED CREDIT FOR SENIORITY. IN EITHER CASE, THE TEACHER MUST HAVE WORKED MORE THAN ONE SEMESTER.**
- 5 During part-time teaching status of .4 or greater, a continuing teacher maintains the continuing teacher's entitlement to rights as outlined by ARS 15-502.
- 6 Part-time teachers are expected to attend all the scheduled meetings, staff development training and in-services held during the pre days. Part-time teachers are encouraged to be available for as many of the meetings and in-services held outside their teaching day as possible.
- 7 Part-time non-continuing (limited) teachers will be non-renewed annually.

Section XIII

Professional Staff Time Schedules

XIII Professional Staff Time Schedules

A General

- 1 The teaching year consists of 180 minimum teaching days plus five (5) days designated in the District calendar, for a total of 185 contract days.
- 2 Employees will work a negotiated day.
 - a Employees will be on duty not later than fifteen (15) minutes before student classes begin in the morning.
 - b Employees may leave as soon as the following professional duties and obligations are completed:
 - i Availability to students who need assistance.
 - ii Availability to parents who may need to discuss a school related problem. Employees shall make appointments with parents and/or students at mutually agreed upon times.
 - iii Each teacher and/or staff member will communicate to parents' procedures for making contact with them via email, telephone, correspondence and/or in person. Campus administration will advise parents to call the school office if two messages have been left for a teacher/staff member with no return call.
 - iv Availability to administrative and supervisory personnel for conferences, faculty meetings, and in-services that deal with improvement of instruction.
 - v Availability to colleagues whose functions require cooperative planning and effort.
 - vi The maintenance of adequate planning, classroom organization and record keeping.
 - vii Opening of classrooms fifteen (15) minutes prior to the start of school by elementary employees on rainy days.
 - viii After School Events
 - (1) Events scheduled to provide parents with information relating to curriculum or student performance and that are scheduled with the intent that every parent attend, should be considered a professional responsibility.
 - (2) Events scheduled for curriculum or student performance that may not be directed to all parents should limit employee attendance to those necessary for the successful completion of the event.

Section XIII

Professional Staff Time Schedules

- ix Lesson planning is a professional responsibility. Employees shall have written lesson plans available for substitutes and the campus administrator.
 - c The professional duty day ends when the above obligations are completed and the scheduled school day has ended.
 - d This does not apply to Teachers on Assignment, Nurses and Speech Language Pathologists.
 - e. **A COMMITTEE IS TO CREATE A MASTER SCHEDULE FOR MEETINGS AND PROFESSIONAL DEVELOPMENT FOR THE SCHOOL YEAR. SEE MEMO OF UNDERSTANDING IN APPENDIX F. (THIS MOU WILL ALSO BE IN EFFECT FOR THE 2010-11 SCHOOL YEAR.)**
- 3 On Fridays or on days preceding holidays or vacations, the Employees day shall end at the close of the last regularly scheduled class on campus.
 - 4 The Principal/designee will develop schedules as required for his/her respective school.

B Non-Professional Duties

- 1 High school and teachers in grades 7TH and 8TH shall not be assigned lunch duty.
- 2 Any high school or teacher in grades 7TH and 8TH who volunteers to perform lunch duty shall be paid at the extra duty rate.
- 3 In the event of an emergency in which adequate coverage is not provided, the teachers shall be assigned to perform lunch duty and shall be paid at the extra duty rate.
- 4 Every attempt will be made to utilize monitors instead of teachers to supervise students during the lunch hour.
- 5 A teacher **SHALL NOT BE** assigned **NON-PROFESSIONAL DUTIES ON THE DAYS THAT THE TEACHER IS ASSIGNED TO WORK ON MORE THAN ONE CAMPUS.**
- 6 Speech Language Pathologists will not be assigned to non-related duties on a regular basis at a campus.

Section XIII

Professional Staff Time Schedules

- C Duty-Free Lunch - the principal/designee will schedule at least a thirty (30) minute uninterrupted daily lunch period for all teachers.
- D Duty-Free Preparation Period
 - 1 All classroom, special area, and special education teachers shall have a duty-free prep period. Minimum consecutive times for these prep periods are:
 - a Kindergarten
 - i Half-Day Kindergarten - 45 minutes planning time between sessions. Duty coverage will be provided by other than a Kindergarten teacher for 15 minutes prior to the start of the afternoon session.
 - ii Full-Day Kindergarten - 225 minutes weekly. Each period will be no less than 30 continuous minutes per day.
 - b 1st through 6th - 225 minutes weekly. Each period will be no less than 30 continuous minutes per day
 - c 7th and 8th - 45 minutes daily or 225 minutes weekly.
 - d 9th through 12th - 52 minutes daily or 260 minutes weekly.
 - 2 However, exceptions may be as follows:
 - a Temporary emergency situations where a mutual effort is being made to resolve the conflict,
 - b An individual campus reaches consensus on a variation or exception.
 - 3 In an emergency, an administrator may assign a teacher on a preparation period to cover a class. The teacher will be allocated extra-duty pay according to the extra-duty pay schedule.
 - 4 There may be circumstances or situations where the library may be used as a special. This requires approval of the Associate Superintendent of Human Resources. If approved there are written guidelines which must be followed.

Section XIII

Professional Staff Time Schedules

E Class Scheduling

1 K-6 and K-8 Schools

- a Each site shall create a committee composed of the site administrator/designee, one representative from primary (K-3rd), intermediate (4th – 6th), two special area representatives (P.E., art, music, SAGE, and Band), and a Special Ed teacher. The Committee shall meet to develop the schedule by consensus. At least one member of the committee shall be a recognized employee group representative.
- b In the case of a K-8, one additional teacher from 7th or 8th shall represent 7th and 8th.
- c Each group shall select its representative to the committee, who will provide input from the constituency.
- d The committee will take the schedule to the entire staff for approval by consensus.
- e Failure to reach consensus shall result in referral of the schedule to a joint recognized Employee Group-District Committee for resolution. The committee shall consist of the Superintendent/designee, the recognized employee group President/designee, each of whom shall appoint one other representative.
- f Teachers will have no more than two (2) specials (i.e. Art, Music, P.E., Library, Computer, etc.) per day.

Section XIV

Facilities, Equipment, and Materials

XIV Facilities, Equipment and Materials

- A The District recognizes the need for adequate space and furnishings for effective instruction and shall provide the following for each teacher where funds permit.
 - 1 Lockable storage areas,
 - 2 Teacher set, consisting of a desk, chair and file cabinet,
 - 3 Chalkboards or Whiteboards and tack boards,
 - 4 Teacher copies of adopted textbooks and workbooks.
- B Each school shall have a workroom, conference room, lunchroom, restrooms and lounge/lounges for the exclusive use of adults. The District recognizes the need for adequate workroom space for each high school department. As facilities and funds permit, separate workrooms will be provided.
- C Each classroom shall have a heating and cooling system, safety equipment in accordance with building codes, student desks, chairs and textbooks.
- D A phone shall be provided for each teacher in his or her classroom.
- E A phone will be available for confidential calls.
- F Teachers shall have input into the selection of textbooks, instructional materials and equipment.
- G Teachers shall not be required to work in unsafe conditions that endanger their health or safety. Teachers shall report such conditions immediately to their supervisor. Such conditions will be corrected as soon as possible.
- H Employees shall be provided the opportunity for input into the development of educational specifications for new campuses.

Section XIV

Facilities, Equipment, and Materials

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Section XV

Class Loads

For special education staffing, please refer to appendix D, regarding section XV special education student loads, staffing ratios and processes.

THESE TWO MEMOS OF UNDERSTANDING WILL ALSO BE IN EFFECT FOR THE 2009-10 AND 2010-11 SCHOOL YEARS.

XV Class Loads

A The following are the classroom load averages, which the District will strive to maintain.

1 Regular Education Programs

a K-6 and K-8 Schools

i Grade Level	Class Load
(1) Kindergarten	24
(2) 1 st	27
(3) 2 nd and 3 rd	28
(4) 4 th	32
(5) 5 th and 6 th	33
(6) 7 TH and 8 TH	See Paragraph A.1.b below

ii P.E. 30 (1st through 3rd)
37 (4th through 6th)

iii Art/Music 30 (1st through 3rd)
37 (4th through 6th)

iv Art/Music/PE – teacher’s schedules will reflect daily class and student contacts except for a daily 30-minute duty-free lunch, and prep time as determined by the campus.

v Reading/SAGE/Title 1 – teacher’s schedules will reflect daily class student or teacher resource contacts except for a daily 30-minute duty-free lunch, and prep time as determined by the campus.

vi Special area teachers shall have input in making the decision to assign special education students to their classes.

b Middle School (7th and 8th)

i Except in certain activity-type classes and music, the Daily student load for each teacher shall not exceed 170, and for P.E. - 185.

ii A CIT team will determine the length of the homeroom period. Instruction in the homeroom period shall be pre-planned activities, which require no teacher preparation.

Section XV

Class Loads

- iii Student stations consist of areas in which technical equipment is required to carry on the instructional process. Student stations will be fully equipped. The number of students scheduled into student station classes or station oriented classes after the third (3rd) week of each semester shall not exceed the number of students that can be accommodated by those fully equipped student stations as determined by the Principal/Designee after consulting with the appropriate department chairperson.
 - iv Class size should be maintained near 38. It is equally important that classes be leveled. Teachers should advise their principal immediately when they believe a class (or classes) is too large or if the leveling is an issue. It is important for the principal and the teacher to discuss and understand the situation and any possible remedy. In the event the teacher feels the situation needs further discussion, teacher should contact DVEA and/or Human Resources.
- c High School (9th through 12th)
- i According to NCA policies and standards for accreditation of secondary school: “The teaching load shall permit teachers to have time to perform their duties.” Except in certain activity-type classes such as music, the daily student load for each teacher shall not exceed 170, and for P.E. 185.
 - ii Homerooms shall be limited to ten (10) minutes and shall consist of only non-instructional activities.
 - iii Student stations consist of areas in which technical equipment is required to carry on the instructional process. Student stations will be fully equipped. The number of students scheduled into student station classes or station oriented classes after the third (3rd) week of each semester shall not exceed the number of students that can be accommodated by those fully equipped student stations as determined by the Principal/designee after consulting with the appropriate department chairperson.
 - iv Class size should be maintained near 38. It is equally important that classes be leveled. Teachers should advise their principal immediately when they believe a class (or classes) is too large or if the leveling is an issue. It is important for the principal and the teacher to discuss and understand the situation and any possible remedy. In the event the teacher feels the situation needs further discussion the teacher should contact DVEA and/or Human Resources.

Section XV

Class Loads

2 Resource

a Cross Categorical Resource

i. Support Specialist/

<u>Resource</u>	<u>Average Caseload</u>	<u>Dept. Chair</u>
K through 6	17	K - 6 .5
7 and 8	22	7 - 8 .5
9 through 12	22	9-12 .5

ii Staff will be added in half-time (.5) increments only. See the examples below.

iii

<u>Average</u>	<u>Caseload</u>	<u>Staff</u>
K-6	7-12	
17	22	1.0 F.T.E.
25	33	1.5 F.T.E.
34	44	2.0 F.T.E.
42	55	2.5 F.T.E.
etc.	etc.	etc.

b Visual Handicapped Resource: 10 students/week

c Hearing Handicapped Resource: 10 students/week

d Reading: 29 class load

e SAGE Kindergarten through 6th: 60 contact units/day

f SAGE 7th and 8th: 120 contact units/day

g EL Kindergarten Through 6th: 40 Students

h EL 7th And 8th : 40 Students

3 Self-Contained

a Cross categorical – language – (CCLII/SC) (includes a behavioral component) 8 students: 1 teacher: 2 instructional assistants

b Multiple handicapped/severe sensory impairment (MD or MD/SSI)
8 students: 1 teacher: 2 instructional assistants

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Class Loads

- c All other self-contained 13 students: 1 teacher: instructional assistant

4 Related Services

- a Speech- Language 800 Pre-K through 12th Students
A .5 speech language pathologist will be added each time the total District student enrollment (Pre-K through 12th) increases by 400.

- b Adaptive P.E.
Kindergarten through 6th 35 students/week
7th through 12th 5 students/week

- c Occupational Therapy: 35 students/week

- d Physical Therapy: 35 students/week

- e Audiology:
1 Audiologist/26,999
Add .5 tech at 27,000 students,
Add .5 tech to equal 1.0 total tech at 30,000 students,
Add .5 tech to equal 1.5 total techs at 33,000 students,
Add .5 tech to equal 2.0 total techs at 36,000 students,
Add 1.0 audiologist to equal 2.0 total audiologists at 50,000 students.
Note Tech positions are eliminated at 50,000 students

- f Counselor (7th through 12th): 450

- g Psychologist (K through 12th): 1300
A .5 Psychologist will be added each time the total district student enrollment (PE-K-12) increases by 650 students.

- h Intervention Specialist: Maximum one per campus

Section XV

Class Loads

B Procedure for Maintaining Class Loads

- 1 When class load average is exceeded, the building Principal/designee shall notify the Superintendent/designee that such overcrowding has occurred. **(SEE SPECIAL ED MOU FOR DETERMINING HOW SPECIAL EDUCATION STUDENTS ARE TO BE COUNTED – APPENDIX D)**
- 2 The Administration shall determine if space is available in which to place an additional teacher or teachers as needed.
- 3 The Administration shall determine if there are available funds in the budget to hire additional teachers or teacher aides.
- 4 A period not to exceed three (3) weeks shall be allowed to determine if the need is constant. If it is, a new teacher or teacher aide shall be hired, if space and funds are available. Only aides shall be hired after the 100th day of the school year. The length of service for such aides shall be determined solely by need.
- 5 Aides for classrooms shall have backgrounds, which shall make them effective in this role. The teacher who shall be working with the aide shall have input into such hiring. The final decision is the responsibility of the Administration.
- 6 The classroom teacher shall be notified of decisions on the above.
- 7 The Principal/designee shall notify the appropriate District Administrator of the need of an additional teacher or teacher aide.

C Beginning of School Staffing

- 1 Every attempt will be made to complete K-8/Middle School/High School student registration by March 1st and staffing ratios by April 1st.
- 2 By the end of the third week of school, Kindergarten through six classes will be leveled. Leveling will take place by kindergarten sessions (am-pm) and/or grade level (1st through 6th).

Section XV

Class Loads

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Section XVI

Vacancies/Transfers/Assignments

XVI Vacancies/Transfers/Assignments

A Definitions

- 1 An assignment is the number of sections, name of classes and/or grade level to be taught by classroom teachers or job responsibilities for non-classroom teachers.
- 2 Fall Staffing is the staffing cycle that occurs each fall to balance staffing based on actual student enrollment.
- 3 Involuntary reassignment is a reassignment initiated by the District not the employee.
- 4 Involuntary transfer is a transfer initiated by the District not the employee.
- 5 New School Staffing is the staffing process in place when staffing a school the initial year.
- 6 Reassignment is the placement of a teacher in a different department, grade level, or subject area within a school.
- 7 Spring Staffing is the staffing cycle that occurs each spring for the subsequent school year.
- 8 Surplus is a staffing situation that exists when there are more employees at a location than is necessary to perform the required duties. The number of employees exceeds the number of positions. Surplus may occur during the Spring or Fall staffing cycles.
- 9 Transfer is the placement of a teacher in a different school.
- 10 A vacancy is an unfilled teaching position based on student enrollment, budgeted programs or positions created by the Board.

B Vacancies

- 1 Whenever a vacancy occurs, the procedures for reassignment will be followed. If the position is not filled by reassignment, only the Human Resources Department will publish and post notice of the vacancy (job posting). **THE** job posting will automatically update at midnight each day. The update will add any new positions and these positions will remain in district for three days.

Section XVI

Vacancies/Transfers/Assignments

- 2 The District shall publish their posted vacancies for the upcoming school year as soon as possible and no later than the last student day of the school year. This decision is contingent upon progress on budget preparation for the upcoming year.
- 3 Each posted vacancy shall include the title of the vacant position and location.
- 4 Specific requirements for each vacancy shall be available on each campus.
- 5 All vacancies shall be filled with District teachers if they meet the specific requirements for the vacancy.
- 6 There will be teacher input into staffing selection (grade level/department).
- 7 Each certified vacancy shall be filled in the following order:
 - a LEVEL I - On campus reassignments (See Reassignment Procedures).
 - b LEVEL II
 - i Teachers desiring transfer except part time limited employees.
 - ii Surplus teachers when applicable.
 - iii RIF teachers when applicable.
 - c LEVEL III - Applicants not currently employed by the District.
- 8 Positions filled after the administrators 10 month contract ends will not be limited.
- 9 Teachers on a leave of absence. Since the teacher on leave and the teacher filling the vacant position, assuming the changes are voluntary, are making decisions that will potentially benefit them personally, the burden of any changes to staffing should focus on those teachers first. The teacher returning from a leave of absence is not exempt from a normal reassignment, transfer, or surplus process.
 - a A teacher filling a position of a teacher on leave, by transfer, will be considered surplus when the teacher returns from leave regardless of his/her place on the seniority list. If the teacher on leave does not return, the teacher who transferred into the

Section XVI

Vacancies/Transfers/Assignments

position may remain in the position.

- b A teacher filling a position of a teacher on leave, by reassignment, will not be considered surplus when the teacher returns from leave. A teacher reassigning into a position of a teacher on leave will be the teacher reassigned, if necessary, when the teacher on leave returns. In addition, should the campus situation also require that a teacher is surplus, the appropriate language regarding surplus will be followed. If the teacher on leave does not return, the teacher who reassigned into the position may remain in the position.

C Assignment

- 1 Teachers shall not be assigned outside the scope of their teaching certificates or major fields of study, except in an emergency or to assure a full duty load as determined by the school Administrator.
- 2 Teachers shall be notified of their assignments by the building Principal/designee or the Administrator for Special Services at the earliest possible date prior to the closing of school. If a change of assignment is made during the summer vacation period, the teacher shall be contacted and informed.
- 3 Immediate family members may be assigned to the same campus. If either family member accepts a supervisory position in the school where both family members are assigned, the other family member will be declared surplus to be transferred to another campus the following year. If no position is available, the immediate family member shall remain on the current campus until such a position is available. The supervisory family member shall not evaluate the employee.
- 4 High School Teachers
 - a High school teachers will be assigned in accordance with the general practices and philosophy of the North Central Accrediting Association. Normally this is 2-3 preparations.
 - b High school teachers shall be consulted by the department chairperson regarding the subjects/assignments for which they qualify for the next school year. This consultation shall take place prior to development of department assignments.
 - c The department chairperson and the Principal/designee shall develop a departmental schedule based upon consideration of the teachers stated preferences, professional preparation, teaching experience and staffing

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Vacancies/Transfers/Assignments

needs. These department assignments shall be presented at a departmental meeting where staff, as a group, reviews them. If a teacher is not satisfied with an assignment, the teacher may appeal the assignment to the department chairperson, principal/designee, and superintendent/designee, respectively.

- 5 A teacher assigned to more than one campus shall choose one of the campuses to which he/she is assigned as his/her home base. This selection must be made at the time of the assignment.

D Reassignment

- 1 This includes any teacher moving to or from special education or special area programs within a school. The campus will publish and post positions open for reassignment. Full time limited employees are eligible for reassignment beginning with Spring Staffing.
- 2 Art, P.E., Band, Music, counselors and Media Specialist positions will not be posted for reassignment at Level I. These positions will be posted at Level II.
- 3 Voluntary Reassignments
 - a A teacher may submit a written request for a reassignment at any time, whether or not a vacancy exists. Teachers desiring vacancy notices for reassignment during the summer must notify the principal/designee prior to the end of the school year.
 - b Voluntary reassignments shall not be made once the student school year begins.
- 4 Administratively Initiated/Involuntary Reassignment
 - a Reassignments shall be made primarily to relieve overstaffing. However, they may be made for other just cause.
 - b When reassignments are made to relieve overstaffing, the teacher who meets the specific requirements of the vacancy shall be reassigned. If two or more teachers meet the specific requirements, the teacher with the most seniority shall have the option to stay or be reassigned.

Section XVI

Vacancies/Transfers/Assignments

E Transfers

1 Voluntary Transfers

- a A teacher may submit a request for transfer at any time, whether or not a vacancy exists.
- b Voluntary transfers shall not be made after the administrators 10 month contract ends.
- c If the transfer is denied, written notification stating the specific reason for denial shall be given to the applicant(s) at the time selection is made.
- d No teacher desiring a transfer and meeting the specific requirements of a vacancy shall be denied the right to apply.

2 Administratively Initiated/Involuntary Transfers

- a An involuntary transfer will be made primarily to relieve overstaffing. However, it may be necessary for other just cause.
- b A teacher being involuntarily transferred shall be placed in an equivalent position, if available.
- c Allow teachers in the unit (high school: department/subject; middle school: department/subject; K-8 school by grade level in 7th and 8th) in which the overstaffing exists to volunteer for transfer. The teacher with the greatest district seniority making such a request will be transferred. If no teacher volunteers, the least senior teacher in the unit where the surplus occurs will be the teacher involuntarily transferred. The position vacated by the transferee will be filled by a volunteer from the grade level which is overstaffed. If no teacher volunteers for the position, the teacher with the least district seniority in the overstaffed grade level will be reassigned to that position.
- d A teacher shall not be involuntarily transferred more than one (1) time in any consecutive three (3) year period. The three year period begins with the year the involuntary transfer takes place.

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Vacancies/Transfers/Assignments

F Spring Staffing for Subsequent Academic Year

- 1 Determine the number of surplus positions using the following criteria:
 - a High school by department/subject,
 - b Middle school by department/subject,
 - c K-8 by unit (Kindergarten through 6th, special area/program), or by grade level in 7th and 8th.
 - d K-6 by unit (Kindergarten through 6th) or special areas/programs.
- 2 Allow teachers the option of volunteering to be transferred until building surplus is met. If surplus is not met by volunteers then the administratively initiated involuntary transfer will begin (Refer to E.2). If more than half of the teachers at a school grade level (Kindergarten through 6th) or department/subject (7th through 12th) volunteer to be transferred the most senior teacher(s) volunteering in that grade level/department/subject shall be transferred.
- 3 Art, P.E., Band, Music, Special Ed., Counselors and Media Specialists are exempt unless a surplus exists in those areas.
- 4 If the number of volunteers is not met, District seniority and the following criteria will be used:
 - a High School: least senior department/subject,
 - b Middle school: least senior department/subject,
 - c K-8: By unit (Kindergarten through 6th, special area/program), or by grade level in 7TH and 8TH.
 - d K-6: least senior unit (K-6) or special area program.
- 5 Follow procedures outlined in vacancies/transfer/assignments to fill all remaining openings.
- 6 Moving Assistance
 - a If a teacher is relocated or hired during the school year, the teacher shall be provided two (2) contract days of instruction-free time to be utilized in preparation for the new assignment.
 - b The District shall move instructional supplies.

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Vacancies/Transfers/Assignments

G Fall Staffing - An involuntary transfer to relieve overstaffing in the fall will take place in the following manner:

- 1 Determine the number of surplus positions using the following criteria:
 - a High school by department/subject,
 - b Middle school by department/subject,
 - c K-8: By unit (Kindergarten through 3rd or 4th through 6th, or special area/program), or by grade level in 7th and 8th.
 - d K-6 by unit (Kindergarten through 3rd or 4th through 6th) or special areas/programs.
- 2 Allow teachers the option of volunteering to be transferred until building surplus is met. If surplus is not met by volunteers then the administratively initiated involuntary transfer will begin (Refer to E.2).
- 3 Art, P.E., Band, Music, Special Ed., Counselors and Media Specialists are exempt unless a surplus exists in those areas.
- 4 Follow procedures outlined in vacancies/transfer/assignment to fill all remaining openings.

H New School Staffing - The procedure for staffing a new school shall be as follows:

- 1 Each new school shall first have a principal appointed by the Governing Board.
- 2 Determine staffing needs in each feeder school.
- 3 Determine the number of surplus positions using the following criteria:
 - a High school by department/subject,
 - b Middle school by department/subject,
 - c K-8: By unit (Kindergarten through 6th, special area/program), or by grade level in 7th and 8th.
 - d K-6 by unit (K-6) or special areas/programs.

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Vacancies/Transfers/Assignments

- 4 Allow teachers the option of volunteering to be transferred until building surplus is met. If surplus is not met by volunteers then the administratively initiated involuntary transfer will begin (Refer to E.2). At the elementary level, any teacher Kindergarten through 6th may volunteer. If more than half of the teachers at a school in a grade level (Kindergarten through 6th) or department/subject (7th through 12th) volunteer to be transferred the most senior teacher(s) volunteering in that grade level/department/subject shall be transferred.
- 5 Art, P.E., Band, Music, Special Ed., Counselors, and Media Specialists are exempt unless a surplus exists in those areas.
- 6 If the number of volunteers is not met, District seniority and the following criteria will be used:
 - a High School: least senior by department/subject,
 - b Middle School: least senior by department/subject,
 - c K-8: By unit (Kindergarten through 6th, special area/program), or by grade level in 7th and 8th.
 - d K-6: least senior by unit (Kindergarten through 3rd or 4th through 6th) or special area/program.
- 7 Follow procedures outlined in vacancies/ transfer/assignment to fill all remaining openings.

Section XVII

Substitutes

XVII Substitutes

A Substitute Staff

- 1 When possible the District shall provide substitutes for all teachers, with the exception of special education resource**, support specialists, psychologists, reading specialist**, speech, adaptive PE**, English as a Second Language* (ESL), elementary band, Title 1**, and counselors. Substitutes may be provided upon request for librarians and SAGE.
*Subs may be provided upon prior notice of extended absence.
**Kindergarten through 6th grade only
- 2 All substitutes shall possess a valid and recorded regular and/or substitute teacher certification.
- 3 Substitutes shall be paid in accordance with the substitute salary schedule.
- 4 Substitutes shall be subject to the same rules and regulations as the regular personnel.

B Arrangement for Substitutes

- 1 Teachers who are going to be absent shall report all absences using the District Automated Absence System.
- 2 If the teacher who has been absent is aware that he/she will be absent the following day, he/she shall use the District Automated Absence System to report the absence.
- 3 Teachers shall not secure their own substitutes.
- 4 Teachers shall immediately notify the District Automated Absence System when personal leave has been scheduled.
- 5 If a teacher becomes ill during the school day, the school secretary or principal/designee shall notify the District Automated Absence System and request a substitute replacement. If a substitute cannot be found, personnel within the school shall cover absences during the day. Teachers shall be compensated at the extra duty rate for this service in accordance with Section **XX B b iii** unless campus sub allocation has been depleted and teacher is providing unpaid coverage.

Section XVII

Substitutes

- 6 A plan shall be reviewed and/or developed annually at each school with teacher input to deal with teacher/**nurse** absences when a substitute is not available. The plan shall have provisions for paid and unpaid substitute coverage. Paid coverage shall be on a voluntary basis unless no volunteer can be found. The plan shall be finalized, submitted to personnel for approval and copies distributed to the faculty of each school by September 30. "Sub Allocation Guidelines" provides procedures and parameters for plan development.
- 7 Nurse substitute plan.
 - a Each school will submit a plan of action to Human Resources by September 30th addressing coverage when the nurse is absent.
 - b This plan will be developed and shared with affected staff at the beginning of each school year.

Section XVIII

Professional Growth

XVIII Professional Growth

- A The Board and Association support the principle of continuous education of teachers, which contributes to the improvement of instruction.
- B All teachers are expected to continue their educational training and growth.
- C It will be the responsibility of all teachers to participate in the in-service training programs that are provided during school hours.
- D Professional Growth Committee shall be established to serve as a liaison between the School Administration and the teaching staff in order to identify and promote concepts and procedures appropriate to determining and carrying out a program of professional growth.
- E The Professional Growth Committee shall consist of an administrator for Human Resources as chairperson, an administrator for Educational Services, an administrator for Special Education, a high school administrator, a middle school administrator, an elementary school administrator and five (5) teachers (at least one (1) teacher from each level – high school, middle school, and elementary; and one (1) special education teacher). The Superintendent/designee will appoint the non-teacher members of the committee. Each committee member shall have one vote. The committee chairperson shall vote only to resolve a tie vote.
- F The function of the committee is as follows:
 - 1 Uphold the standards of the District through thorough and thoughtful evaluation of professional growth credits.
 - 2 Maintain minutes of all meetings.
 - 3 Three (3) times per year during the school year or more often if necessary or upon request by four (4) or more members. The three (3) required meetings shall be held in three (3) different months. The notice of the agenda for meetings will be provided to committee members seven (7) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
 - 4 Evaluate and arrive at a decision on all requests for salary credit advancement, which are appealed.

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Professional Growth

- 5 Develop, periodically review and modify as necessary:
 - a Forms for communicating, recording or for gathering of information related to professional growth of teachers,
 - b Procedures and forms used for requesting and granting professional growth credit (1-A form),
 - c Procedures and forms used for appealing a decision made that declined an individual request for professional growth credit.
- 6 Develop, periodically review and modify, as necessary, criteria for awarding college/university credit and equivalent credit.

G. Method for Obtaining Advancement:

1. To obtain salary schedule credit employees will be required to submit an official transcript and a Professional Growth Approval form (1-A form) for each course submitted. The Professional Growth Approval form is required for professional growth credit; however, prior course approval is not required.
2. The District must receive verification of satisfactory completion of coursework no later than January 31st to be effective for the subsequent contract year.
3. To receive salary credit for the subsequent contract year all approved coursework must be completed prior to December 31st.
4. Professional Growth Credit
 - a. Shall be granted for graduate hours earned at a college or university accepted by the State Department of Certification. The number of professional growth credits earned will be the same as the graduate or undergraduate credits given by the college or university.
 - b. Credit may be granted by the District for advancement on the District salary schedule for participation in workshops, conferences, seminars, in-service training programs, etc., which are offered through the Deer Valley Unified School District.

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Professional Growth

- c. NOTE: The credits earned as outlined in paragraphs “a” and “b” above are considered equivalent credit courses and must meet the following guidelines:
 - i. Fifteen in-class hours are needed to receive one semester hour credit (in-class is defined as actual time spent on the subject matter while present in the prescribed area of instruction. This does not allow for, or include, lunch breaks, classroom breaks, outside projects or papers, or registration times.)
 - ii. Professional Growth credit may be granted for workshops in which an institution offers University/College credit but the employee is not required to purchase the credit. However if any district funds are used for these outside workshops or conferences, including professional days, then no credit will be given even if the individual purchases University/College credit.
5. No more than 18 hours can be credited for professional growth in any contract year.
6. Professional growth credit will be paid annually at the rate of \$50 per credit.
7. No credit shall be given for repetition of courses.
8. An accredited University shall sponsor courses taken via the internet, from television, or by correspondence, and an official transcript shall be submitted in order to receive credit.
9. Graduate level courses shall be limited to the teacher’s major-minor area of assignment, or if their stated purpose would help the teacher improve his/her service to the District in such areas as:
 - a. Instructional skill courses, which deal with methods, materials, and recent developments, related to the individual’s assignment.
 - b. Better understanding of child behavior, how children learn, how children differ, and the child as a member of society – courses in child growth and development, special education courses, behavior problem courses, psychology courses and sociology courses.

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Professional Growth

10. Undergraduate courses are not generally acceptable for advancement. However, courses may apply towards advancement if the undergraduate course is directly related to the teacher's current teaching position, a comparable graduate level course is not available, and the teacher has not taken a similar course. Undergraduate level courses, which are part of a master's program, are acceptable for professional growth provided the District has a signed, approved copy of the master's program on file in the Human Resources Office.
11. Graduate work
 - a. Taken to satisfy basic certification requirements will not be allowed or count towards professional growth. Post Bacalaurate classes taken as part of a master's program are acceptable for professional growth upon completion of the master's program provided the district has a signed, approved copy of the master's program on file in the human resources office. Graduate classes applying toward degrees not related to an educational endeavor shall not be counted toward professional growth.
 - b. Graduate courses, beyond the master's that apply toward advanced certification, i.e. Administration or Counseling, shall be granted upon approval of the Human Resources Department.
12. Teachers can advance to 90 hours above the highest degree earned.
13. Since this agreement is not retroactive, only classes taken on July 1, 2002 or after will apply toward professional growth advancement, for psychologists, OT/PT, speech language pathologists, and audiologists.

Section XIX

Employee Fringe Benefits

XIX Employee Fringe Benefits

A. Optional Early Retirement Program

1. After **FIFTEEN (15)** consecutive years of full-time service in the district and attainment of at least age fifty (50), an employee shall become eligible for the optional early retirement program.
 - a. Consecutive years of service shall be defined as no breaks in an employee's service.
 - b. Approved leaves are not considered breaks in an employee's consecutive service.
 - c. Time spent on an approved leave will not count toward the **FIFTEEN** years necessary for participation in the program.
 2. Upon approval of the Governing Board,
 - a. The eligible employee will be compensated an additional five percent (5%) on the base salary in their final year's contract,
 - b. For employees who have retired under the Arizona State Retirement System, the district will continue to pay the district share of the annual group insurance premium for the employee until the employee becomes Medicare eligible, provided the employee designates DVUSD as the recipient of the ASRS insurance subsidy,
- C DEER VALLEY DISTRICT WILL NOT OFFER RETIREE INSURANCE BENEFITS TO NEW HIRES WITH START DATES AFTER JUNE 30, 2009. THIS DOES NOT INCLUDE EMPLOYEES WHO STARTED PRIOR TO JULY 1, 2009 WHO ARE RIF'D AND HIRED BACK WITHIN THE FOLLOWING 3 YEAR PERIOD.**
- D PART TIME, NON-CONTINUING EMPLOYEES WITH NO BREAK IN SERVICE ARE ELIGIBLE FOR THE GRANDFATHERED BENEFIT.**
- E. Employees will receive the long term substitution rate, in effect, for substituting in the district.**
3. An employee who participates in the optional early retirement program

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Employee Fringe Benefits

may return to full time employment with the district. Starting salary will be the base salary on the initial placement hiring schedule for the position taken. This provision shall not apply to substitutes or those hired for special projects that are less than full time. Anything other than full time employment is compensated at the long-term substitute rate.

- 4. PHASED RETIREMENT AGREEMENT MAY BE AVAILABLE – CONTACT HR FOR MOST RECENT INFORMATION. SEE APPENDIX E FOR PHASED RETIREMENT PLAN.**

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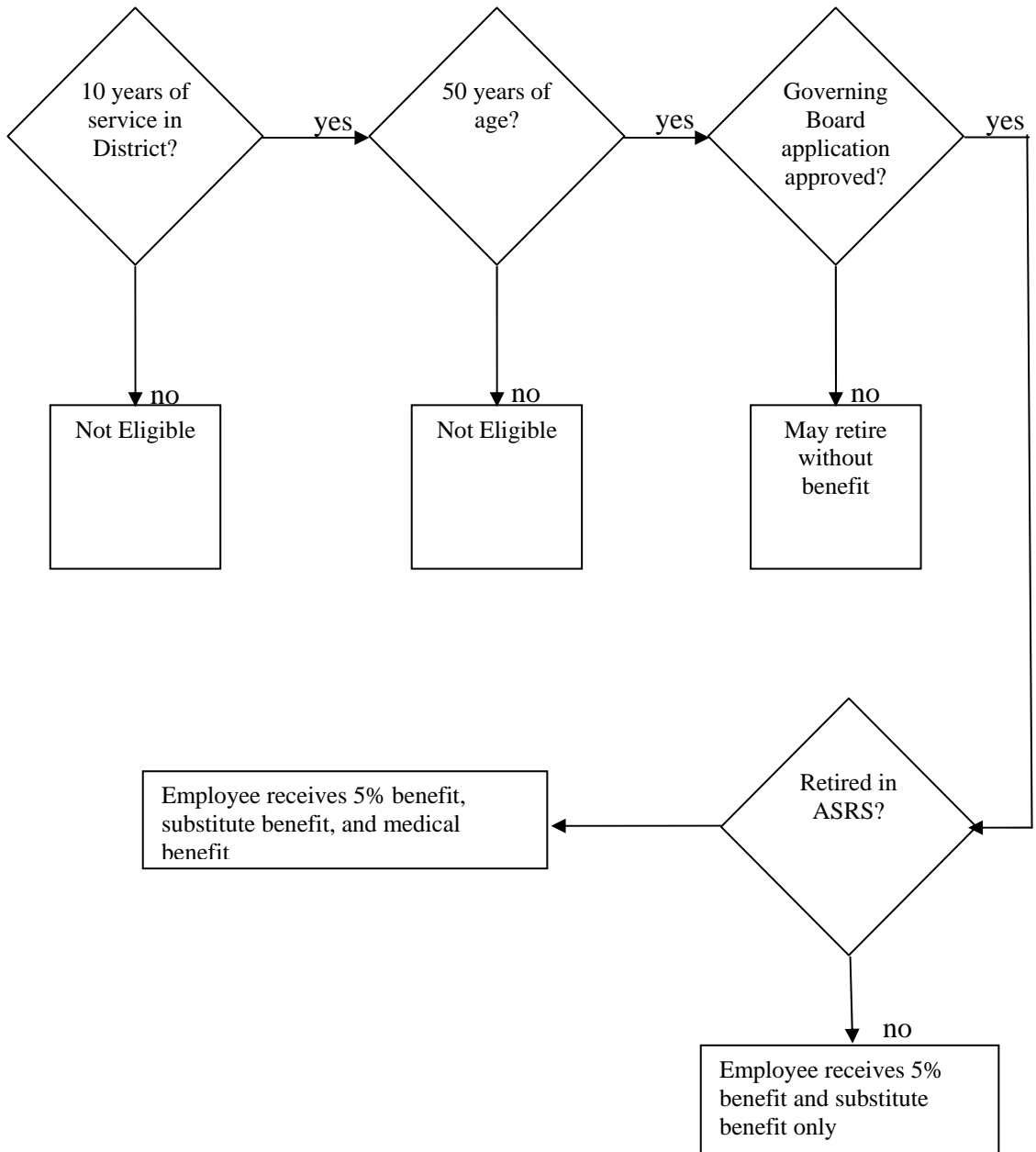
Employee Fringe Benefits

- B. Optional Early Retirement Program (FOR THOSE EMPLOYEES RETIRING THROUGH JUNE 30, 2011. THIS PROGRAM WILL REMAIN IN EFFECT UNTIL JUNE 30, 2011 FOR EMPLOYEES WITH CONTRACT START DATES PRIOR TO JULY 1, 2009)**
1. After ten (10) consecutive years of full-time service in the district and attainment of at least age fifty (50), an employee shall become eligible for the optional early retirement program.
 - a. Consecutive years of service shall be defined as no breaks in an employee's service.
 - b. Approved leaves are not considered breaks in an employee's consecutive service.
 - c. Time spent on an approved leave will not count toward the ten years necessary for participation in the program.
 2. Upon approval of the Governing Board,
 - a. The eligible employee will be compensated an additional five percent (5%) on the base salary in their final year's contract,
 - b. For employees who have retired under the Arizona State Retirement System, the district will continue to pay the district share of the annual group insurance premium for the employee until the employee becomes Medicare eligible, provided the employee designates DVUSD as the recipient of the ASRS insurance subsidy,
 - c. Employees will receive the long term substitution rate, in effect, for substituting in the district.
 3. An employee who participates in the optional early retirement program may return to full time employment with the district. Starting salary will be the base salary on the initial placement hiring schedule for the position taken. This provision shall not apply to substitutes or those hired for special projects that are less than full time. Anything other than full time employment is compensated at the long-term substitute rate.

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OPTIONAL EARLY RETIREMENT BENEFIT FLOWCHART



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C. Optional Early Retirement Program (For those employees retiring through June 30th 2006)

1. After ten (10) consecutive years of full time service in the District and attainment of age fifty (50), an employee shall become eligible for the optional early retirement program. Application shall be made to the associate superintendent of Human Resources by April 15 of the year preceding optional early retirement. An employee electing optional early retirement shall be issued a contract on a yearly basis for a period not to exceed fifteen (15) consecutive years or until age sixty-five (65).
2. Employees electing optional early retirement may serve a mutually agreed upon number of days at the request of the district. The Superintendent/designee will make work assignments. The rate of pay will be the daily pro-rated BA beginning employee salary on the salary schedule.
3. The District will continue to pay the District share of the annual group insurance premium for the EMPLOYEE for a period coterminous with the contract period defined in 1, above.
4. Once an employee elects the benefits of the Early Retirement Program and the governing board has approved the early retirement benefits, the employee remains in the program.
5. An employee employed in the district ten (10) years who elects to participate in the early retirement program may be compensated at the rate of five percent (5%) of their salary during the final contract year. The employee must give written notification of planned retirement to the Human Resources Department by March 15 of the year preceding the last contract year before retirement and must be approved by the Governing Board.
6. Those who retired under this language will retain all the benefits of this language.

D. Paid Leaves of Absence

1. Sick Leave
 - a. All regular certified employees of the District will **EARN TWELVE (12) sick DAYS** leave per year, **(AT THE RATE OF .75 DAYS FROM AUGUST AND 1.25 DAYS FOR EACH OF THE MONTHS SEPTEMBER THROUGH MAY)**, which will be added to the accumulated days of an employee, **AS OF THE FIRST DAY THE EMPLOYEE REPORTS TO WORK.**

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Employee Fringe Benefits

Annual sick leave balance will be reported to the certified employees in days.

- b. Sick leave may be used for personal and family illness (father, mother, or one who acted in that capacity, brother, sister, son, daughter, spouse, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchildren), adoption and paternity.
- c. Not more than five (5) days of accumulated sick leave may be used for any one illness, when absence is due to illness in the immediate family, adoption or paternity. The Superintendent/designee may approve an extension of the accumulated days.
- d. If an employee uses credited leave before it's earned, those days will be paid in the appropriate pay period. If an employee does not complete their contract (by resigning or going on an unpaid leave of absence) their pay will be adjusted to reflect sick leave that was actually earned.
- e. Medical Leave Assistance Program
 - i. An employee may request access to the medical leave assistance program if he/she has depleted his/her leave days (sick, personal, vacation) and will not be able to work due to a "serious illness or injury" anticipated to last for the continuous period of time of four (4) weeks or more as determined by the employee's licensed health care practitioner. ("Serious illness or injury" is defined as a "non-work related illness. Ordinarily, childbirth is not considered a serious illness.)
 - ii. An employee may donate sick leave days only if he/she will maintain thirty (30) or more days of accumulated sick leave. The donor may donate no more than five (5) days of sick leave in any one (1) contract year.
 - iii. Donated sick leave days will be used by the recipient in the time-stamped order in which the donations are received. Unused donated sick leave time will be returned to the donor.

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Employee Fringe Benefits

- iv. No employee shall be eligible for the leave assistance program after he/she qualifies for short-term or long-term disability coverage or workman's compensation.
 - f. A physician or dentist's certification may be required for any absence due to illness.
2. Personal Leave
- a. Personal leave in the amount of five (5) days is allowed per year. Personal days are not earned in addition to sick leave days. Personal days will be deducted from accumulated sick leave.
 - b. Personal days before or after vacation or recesses, or during parent-teacher conference days, or In-Service, shall be granted with consideration given to how the absence will affect the operational effectiveness of the school/department.
 - c. The appropriate form for notice must be completed and submitted to the Principal/designee prior to date of use, except in cases of emergency. No reason needs to be given for leave.
 - d. The teacher is responsible for notifying the District Substitute Service to arrange for a substitute.
3. Professional Leave
- a. Professional leave days are for participation in conferences, workshops, curriculum meetings, or for visitation to another school or campus. Those professional days used for athletic activities will be designated AIA release days.
 - b. Teachers requesting such leave should complete and submit the appropriate form to the Principal/designee. In approving these days, staff equity will be a consideration.
4. Jury Duty
- a. If an employee is summoned for jury duty, the District office will assist that employee in obtaining excuse or deferment, in the belief that the continuity of the educational program must take precedence during the regular school year.
 - b. The employee who does not qualify under the jury duty exemption provisions of the Arizona Revised Statutes shall receive full salary less jury fee for the period in which jury duty is required.

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Employee Fringe Benefits

- c. The employee shall submit documentation of the time spent in such service.
5. National Guard or Reserve Training
 - a. In the case of employees participating in Reserve or National Guard training programs, it is expected that such duty will normally be scheduled during the summer months when school is not in session. If any employee is called when school is in session for non-emergency Reserve or National Guard duty, the District office will contact the appropriate Commanding Officer to assist the employee in getting the reserve assignment adjusted so that it will not conflict with teaching duties.
 - b. In the event of necessary training with the Reserve or National Guard during the contract year, the teacher shall be entitled to full pay from the District without deduction or any part of National Guard or Reserve pay. This shall not exceed fifteen (15) days in the school district fiscal year.
 6. Absence Due to Court Appearance
 - a. A person who must appear in court as a result of his/her employment with the District shall be excused and salary received. Any compensation received by the employee shall be returned to the Business Office.
 - b. A person subpoenaed as a witness in his/her capacity as a school employee shall be excused and salary received. Any compensation received by the employee shall be returned to the Business Office.
 - c. Any employee who must appear in court as the plaintiff or the defendant shall be considered to be on personal business.
 - d. A person subpoenaed to appear as a witness in any capacity other than a district employee shall be considered to be on personal business.
 7. Voting - permanent employees will be released from their normal duties without loss of pay for a limited period on the day of a general election for the purpose of voting in the election when the employees' work hours prohibit them from voting during the time the polls are open. Release shall be requested by the employee prior to the date of the election.

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Employee Fringe Benefits

8. Bereavement
 - a. Bereavement leave not to exceed five (5) days shall be granted upon the death of a member of the immediate family. The immediate family includes father, mother, or one who served in the same capacity, brother, sister, wife, husband, fiancé, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandmother and grandfather. Additional bereavement leave needed may be granted but will be deducted from sick leave. The Superintendent/designee may approve individual exceptions for bereavement.
 - b. In the event of the death of a student, at least one faculty member shall be permitted to attend the funeral without loss of accumulated leave time or pay. In the event of a death of a staff member, special arrangements may be made by the Principal/designee for staff friends to attend the funeral.
9. Pregnancy Disability Leave
 - a. This term shall be construed to include pregnancy, miscarriage, childbirth and recovery there from.
 - b. In the interest of continuity of instruction and adequate planning for replacement, it is recommended that the teacher notify the Administration of her intent to use Pregnancy Disability Leave.
 - c. The return to teaching after the leave shall be upon certification by a qualified physician that the health of the teacher will allow complete fulfillment of all normal duties associated with her employment.
 - d. At the discretion of the teacher, the following options may be exercised in regard to payment during the leave:
 - i. The teacher may elect to take the entire leave without pay.
 - ii. The teacher may elect to use accumulated sick leave only until the date a qualified physician certifies that she can fulfill all her duties, then take the remainder of the leave without pay.
 - iii. The teacher may elect to take only a portion of her eligible accumulated sick leave and take the remainder of the leave without pay.

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Employee Fringe Benefits

- e. An unpaid leave of absence may be granted to a teacher for the purpose of raising his/her natural or adopted child. See Unpaid Leave of Absence.

10. Sabbatical Leave

- a. Only the Board can approve or reject Sabbatical Leave Requests.
- b. Sabbatical Leave may be available to an employee for professional study or research, which benefits the school program and pupils of the District.
- c. Sabbatical Leave may be granted only to an employee who has been employed in the District for seven (7) consecutive full years prior to the time the Sabbatical Leave is to commence.
- d. Not more than one (1) percent of all full time employees in the District may be granted Sabbatical Leave in any one (1) year. If it becomes necessary to limit the number of employees on leave, preference will be given to those employees who have not previously been granted such leave.
- e. Applications for Sabbatical Leaves must be submitted to the Associate Superintendent of Human Resources prior to February 15 of the school year prior to the school year in which the leave is to commence. Applicants shall be notified of results of application no later than April 15.
- f. Employees shall include with their application for Sabbatical Leave a recommendation from the principal/designee and a plan of study, which includes the details either for study in an approved college or university, or a problem or project for research or writing to be pursued independently by the application. This plan shall be reviewed by the Sabbatical Leave Committee and shall be approved by the Superintendent/designee and Sabbatical Leave Committee, and receive approval in advance for any change.
- g. The Composition of the Committee shall be as follows:
 - i. Classified (3 reps),
 - ii. Teachers (3 reps),
 - iii. Administrators (3 reps).
 - iv. The chairperson will be selected yearly from within the

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Employee Fringe Benefits

- committee by a majority vote of the committee members.
- v. The Superintendent/designee shall approve the committee members.
 - h. An employee on Sabbatical leave shall not engage in full time employment or in study for another trade or profession during his/her leave.
 - i. The salary shall be paid upon condition that the employee shall return not later than one (1) year after the commencement of the Sabbatical Leave for renewal of employment for at least two (2) school years. Unless the employee returns within such period, he/she shall repay to the District the amount paid to him/her during the leave period. Unless such amount is repaid, the Board shall direct the County Attorney to institute suit against such person to collect such amount.
 - j. If the Sabbatical leave is granted, all rights of continuing teacher status, accrued leave with pay, salary increments, and other benefits provided by law shall be preserved and available to the applicant after the termination of the leave.
 - k. An employee returning from a Sabbatical Leave shall be assigned to a position, which will permit the District to derive maximum benefits from his/her experience. The employee shall be assigned to a position of at least a like nature and status.
 - l. The Board shall authorize a salary to be paid to the person while on Sabbatical Leave. Such salary shall be one-half (1/2) of the employee's current salary or one-fourth (1/4) for a one-half (1/2) year leave. (All contract addendums are excluded in determining salaries).
 - m. A teacher on Sabbatical Leave shall be issued a contract specifying the obligations of the teacher and the District.
 - n. The Sabbatical Leave Committee shall review applications for recommendation to the Superintendent/designee. The Committee shall use the following criteria when reviewing the application:
 - i. Merits of proposed program,
 - ii. Applicant's length of service in the District,
 - iii. Distribution from the areas of Elementary, Junior and Senior High

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E. Payment for Unused Sick Leave

1. After five (5) consecutive years of service in the District and upon voluntary termination of employment with the District, the District will pay the employee for all unused sick leave days at the following daily rates:
 - a. From 5 to 9 years 25% of Base pay rate,
 - b. From 10 to 14 years 50% of Base pay rate,
 - c. From 15 to 19 years 75% of Base pay rate,
 - d. 20 years or more 100% of Base pay rate
2. All required deductions will be taken out of this payment.

F. Unpaid Leaves of Absence

1. Requests for leaves of absence must be submitted to Human Resources at least sixty (60) days prior to the beginning date of leave, except in cases involving health, and required emergency military duty. All requests must include approval by the site administrator prior to submittal to Human Resources. Unpaid leaves of absence, except parenting leaves, are limited to teachers with continuing status. Unpaid leaves of absence may not exceed one year, except to comply with paragraph 3 below. A teacher must complete more than one semester of the contract year to apply for leave in a subsequent school year.
2. A teacher returning from leave shall receive the annual increase provided the teacher completed more than one semester of the contract year in which the leave commenced. If the teacher worked one semester or less the teacher shall resume service at the same individual base salary she/he was on the at the time the leave commenced.
3. The teacher will be returned to employment only at the beginning of the school year or at semester. Leaves shall not end at any other time during the school year.
4. If the leave granted to a teacher extends through the end of the school year, the teacher must give written notification by February 15 of intention to resume teaching duties in the next school year, or by May 15, if leave commences during the second semester.

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5. A teacher returning from leave of one (1) year or less shall be returned to his/her former assignment, unless during the leave other employment was taken. If other employment was taken the individual will maintain a position, but will not be guaranteed his/her former assignment. This employment language does not apply to substitute teaching.
6. Unpaid leaves of absences of one semester or more shall not accrue seniority as of July 1, 1990.
7. It is the responsibility of the teacher on leave to keep the Human Resources Department informed as to address and other information needed should contact be necessary. If the above information is available, the school district will send a contract by mail to the leave of absence teacher. The teacher will sign and return the contract within thirty (30) calendar days of receipt. Failure to comply with this section will be considered an automatic resignation. The school district shall not be responsible in any way to remind an employee of this regulation.

G. Group Insurance

1. Health Insurance
 - a. The District shall provide, to all certified employees .6 FTE or more, without cost to the employee, comprehensive health care protection (hospital, surgical, major medical insurance) for the employee.
 - b. Optional dependent coverage is available at employee expense.
2. Disability Insurance - the District shall provide, without cost to the employee, a long term disability plan that provides up to two-thirds (2/3) of the employee's monthly pay after ninety (90) days of continuous and total disability.
3. Dental Care Insurance - the District shall provide, without cost to the employees, dental care insurance for the employees. Dependent dental care insurance is available at employee expense.
4. Life and Accidental Death and Dismemberment Insurance - the District shall provide, without cost to the employee, life and accidental death and dismemberment insurance equal to twenty thousand dollars (\$20,000) or the employee's current Individual Base Salary as listed on the individual's current contract, whichever is greater. Additional amounts are available at employee expense.

Section XIX

Employee Fringe Benefits

- 5 Insurance Committee
 - a An Insurance Committee shall be established consisting of eight (8) members: three (3) certified, three (3) classified, one (1) administrator, and the District's Insurance Consultant. The committee shall consider, review and make recommendations to the Superintendent/designee on all aspects of Board Policies concerning fringe benefits. The committee will also make recommendations as to re-bidding the group insurance. The administration shall make available for the committee information received from the current insurance company, insurance consultant, or other competing insurance companies.
 - b The Insurance Committee shall review wellness programs and flexible benefits with recommendation to the negotiations process.
 - c The District will inform the employees of the cost of the insurance benefit package at the beginning of the school year.
- 6 Part-time teachers (.6 or more) shall be eligible for group insurance.

Section XX

Professional Compensation

XX Professional Compensation

A General

1. The basic salaries of employees are set forth in the process which is incorporated in this manual (see appendix).
2. In order to qualify for annual increases an employee must have worked more than one semester of the contract year.
3. Newly hired employees who have prior teaching experience may be granted year for year experience for up to five (5) years. Approved professional growth credits already earned **WILL BE COMPENSATED AT \$50 PER SEMESTER CREDIT HOUR.**
4. Hard-To-Fill
 - a Any placement of a new hire beyond the normal placement as described in A.3 above will be due to the position being identified as Hard-to-Fill.
 - b Hard-to-Fill status of a position shall be collaboratively reviewed every two years, prior to the beginning of the annual staffing.
 - c A list of Hard-to-Fill positions shall be maintained on the district website.
 - d The constraints to Hard-to-Fill positions are as follows:
 - i 7-12 teaching assignments may not be changed to create hard-to fill positions,
 - ii Teachers hired in hard-to-fill positions are:
 - (1) Paid with an addenda for that position only,
 - (2) If a teacher vacates the Hard-to-Fill position the addenda is forfeited,
 - (3) Addenda would be the difference, between Hard-to-Fill salary and **THE** employee'S initial **BASE SALARY.**
 - (4) Hard-to-Fill salary will not exceed 1.7 times the **CURRENT DISTRICT BEGINNING** salary **AS RELATED TO THE EMPLOYEE'S POSITION.**

Section XX

Professional Compensation

5. A part-time employee who works more than one semester and is re-hired without a break in employment shall receive an annual increase and credit for professional growth as outlined in Section XVIII.
6. On Campus Suspension/Study Center teachers, who are certified teachers, will be paid as regular teachers.
7. Authorization for payroll deductions, other than those required legally, shall be in the form of written consent of the teacher on a form supplied by the District.
8. When the contract is signed, all teachers shall select payment of contract salaries divided into twenty (20) or twenty-six (26) pay periods. If a change in selection of payment plan (number of payments) is made, it must be done prior to August 1.

B Extra-Duty Pay Schedule - all Employees

- 1 Summer work - pay rates
 - a The daily rate of pay for a teacher working in their regular job classification area for summer days shall be the **CURRENT DISTRICT** beginning salary divided by the number of student days.
 - b The stipend for a teacher working on a summer committee will be a pre-determined amount established by the District.
- 2 Teachers shall be compensated for the following administratively approved activities. Compensation shall be at the extra duty rate per hour. This shall not apply to any extra duty positions already being compensated per Section XX. Professional Compensation, Sub-Section B., Extra Duty. The extra duty rate per hour is:
 - a Extended Day Teacher \$16.00
 - b Homebound \$16.00
 - c Class coverage during prep by K-12 teacher. The new hourly pay for certified coverage during prep is determined by using the **BEGINNING** salary **MULTIPLIED** by **.0009**
 - d Refereeing \$10.00

Section XX

Professional Compensation

e Campus Duty \$10.00

f Chaperoning \$10.00

3 Any assignments in addition to the normal teaching schedule during the regular school year, including Adult Education courses, extra duties other than those enumerated in the teachers contract, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignment shall be given to the teacher regularly employed in the District.

4 High School Counselors

a Head counselors may have up to a maximum of 20 days in addition to their contract.

b Counselors may have up to a maximum of 10 days in addition to their contract.

c The allocation of the additional days in 1 and 2 above for head counselor and counselors shall be determined jointly by the administration and the head counselor.

d The daily rate of pay for days worked in 1 and 2 above will be each individual counselor's own daily rate.

C Extracurricular/Co-curricular Addendum Positions

1. All extra curricular addenda positions listed in this section are to be considered one-year positions.

2. Persons employed in these positions have no right of continued employment in them from year to year. Periodic meetings should occur if the goals and objectives of the program are not being met. An employee's performance will be assessed within 30 days of the completion of the addendum assignment. All assessments must be completed prior to the end of the school year. These performance assessments are for informational purposes only and the content is not grievable. The form will include a recommendation for renewal or non-renewal. Only positions, which are non-renewed, need to be posted.

3. This does not preclude the possibility that a recommendation for Renewal could be reconsidered if a district policy is violated.

Section XX

Professional Compensation

4. This does not include co-curricular positions, which are identified by an asterisk.

D Head Coaches

1. The Head coach will be included in the interview and selection process for assistant coaches in that sport/program when a vacancy occurs.
2. Each school will be allocated an addendum fund for the following positions. Each addendum is calculated on the **CURRENT DISTRICT BEGINNING SALARY PLUS \$1600**. The percentage amount denoted in "E" through "I" is the addendum percentage for each position. Allocation of funds available from any position not filled will be decided at the school level.

E High School

- | | |
|----------------------------|---------|
| 1. Department Chairpersons | 12.61% |
| 2. Head Football | 13.669% |
| 3. Head Baseball | |
| Head Softball | |
| Head Basketball (2) | |
| Head Track (2) | |
| Head Wrestling | |
| Head Volleyball (2) | |
| Head Swimming | |
| Spiritline Sponsor (2) | |
| *Band | |
| Drama Coach | |
| Head Soccer (2) | 11.56% |
| 4. Head Cross Country | |
| Head Golf (2) | |
| Head Tennis (2) | 9.28% |
| 5. Football Assistant (7) | 8.51% |
| 6. Baseball Assistant (2) | |
| Track Assistant (4) | |
| *Newspaper Advisor | |
| *Yearbook Advisor | |

Section XX

Professional Compensation

Basketball Assistant (4)	
Softball Assistant (2)	
Soccer Assistant (2)	
Wrestling Assistant (2)	
*Choir	
Cross Country Assistant (1)	
*Student Council	
*Stagecraft Director	
*Dance	
Forensics Coach	
Head Academic	
Mock Trial	
Assistant Swimming (2)	
Volleyball Assistant (3)	7.79%
7. Weight/Conditioning	
Band Assistant	
Mat Maids	7.53%
8. Musical	
Trainer (5 seasons)	7.01%
9. Assistant Academic Coach	
	6.06%
10. NCA Chairperson	
	5.25%
11. Vocational Club Sponsoring:	
*CTSO (5)	1.75%
12. High School	
a. A.I.A. Athletic and non-athletic activities qualify for post-season pay.	
b. Varsity coaches/sponsors who hold District-approved addenda positions and have teams or individuals qualifying for and participating in state play-offs competition or festivals will be eligible for post-season pay. (** Regional competition in athletics is considered part of the team's regular schedule and does not qualify for post-season pay.)	
c. Non-athletic activities may also be eligible for post-season pay. Most of these activities have a corresponding classroom component. They may or may not, however, have a clearly defined season of competition or criteria leading to state competition/festivals, etc.,	

Section XX

Professional Compensation

which differentiates them from athletics. Therefore, varsity coaches/sponsors of non-athletic activities must apply to their principals for post-season pay using the approved district form.

- d. If a team or activity has five (5) students or less participating in a state competition or festival, only the head coach/sponsor receives the post-season pay.
- e. Campus Principals will approve post-season pay based upon approved District guidelines. Requests for post-season pay will be forwarded to the District Office where the request will be facilitated and tracked as a separate account.
- f. The stipend for participation in state play-off competition will be \$400 for each eligible individual.

F. Middle School

- 1. Addenda can only be used for the positions specified in athletics, clubs, activities and academics.
- 2. Athletics Athletic Director 6.5%
- 3. Girls Volleyball (7th grade)
Girls Volleyball (8th grade)
Boys Volleyball (7th grade)
Boys Volleyball (8th grade)
Girls Basketball (7th grade)
Girls Basketball (8th grade)
Boys Basketball (7th grade)
Boys Basketball (8th grade)
Girls Softball (7th grade)
Girls Softball (8th grade)
Boys Baseball (7th grade)
Boys Baseball (8th grade)
Cross Country (2)
Track (2)
Wrestling (2)
Wrestlerette (1)
Spiritline (1) 4.0%
- 4. Specific Activities
Student Council
Yearbook
NJHS

Section XX

Professional Compensation

- Band
- Chorus
- Webmaster 4.0%

- 5. Clubs (Definition: An organized group of students meeting a minimum of 18 times during the school year outside of the school day. Clubs to be determined by campus team.)
 - Club Sponsors (2) 3.0%

- 6. Academics
 - Department Chairs/Core Leaders (10) 4.74%

- 7. *7th and 8th Support Specialist (Duties to include Department chair responsibilities) 7.62%

- 8. 8th Grade
 - a. Head coaches who hold district approved addenda positions for 8th grade athletic teams may be eligible for post-season pay.

 - b. As little criteria exists, principals, with input from their Athletic Coordinator, will determine if a team has reached a level of success, which would entitle them to be entered into State Play-Off competition.

 - c. The stipend for 8th Grade State Play-off competition will be \$200.00.

- G. Kindergarten through 8th schools (grades 7th and 8th only)
 - 1. Addenda can only be used within these parameters:
 - a. 7th and 8th grade activities only.
 - b. Only for the positions specified in athletics, clubs, activities and academics.

 - 2. Athletics Athletic Director 6.5%

 - 3. Girls Volleyball (7/8 grade – 1 coach)
Boys Volleyball (7/8 grade – 1 coach)
Girls Softball (7/8 grade – 1 coach)
Boys Baseball (7/8 grade – 1 coach)
Girls Basketball (7/8 grade – 1 coach)
Boys Basketball (7/8 grade – 1 coach)
Spiritline (1 coach) 4.0%

Section XX

Professional Compensation

4. Specific Activities
 - NJHS
 - Student Council
 - Yearbook
 - Band
 - Chorus
 - Webmaster 4.0%
 5. Clubs (Definition: An organized group of students meeting a minimum of 18 times during the school year outside of the school day. Clubs to be determined by campus team.)
 - Club Sponsors (10) 3.0%
 6. Academics Core Team Leaders (2) 4.74%
- H. Elementary Schools and Kindergarten through 8th schools (Grades Kindergarten through 6th only)
1. Band 3.78%
 2. Choral/General Music 3.78%
 3. Student Council Advisor 1.75%
- I. Kindergarten through 12th Curriculum Coordinators 4.54%
1. Band
 2. Media Center
 3. Music
 4. Nurse
 5. P.E.
 6. Psychologist
 7. Speech
 8. Art
 9. Motor Therapist

Section XX

Professional Compensation

10. Counselor

J. Longevity Increase

1. Will be added to the individual base salary.
2. In 2005-2006, for anyone at or exceeding 25 years.
3. In 2006-2007 and thereafter, individuals reaching the 25th anniversary will receive an increment of \$500.

Section XX

Professional Compensation

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Section XXI

Negotiated Solutions Team Process (NST)

**XXI NEGOTIATED SOLUTIONS TEAM PROCESS (NST)
THE SUPERINTENDENT HAS BEEN DIRECTED BY THE BOARD TO
DEVELOP, WITH PARTICIPATION OF THE RECOGNIZED
EMPLOYEE GROUP, AND ADMINISTER A NEW NEGOTIATION
PROCESS.**

A Team Selection

- 1 DVEA is the recognized certified employee representatives in negotiating with the district.
- 2 **OPERATING PROCEDURES HAVE BEEN DEVELOPED. SEE APPENDIX H.**

B Guidelines

- 1 The teams will develop detailed procedures, as necessary, during that training to implement the **NEGOTIATED SOLUTIONS** process (NST).
- 2 The issues to be discussed will focus on salary, benefits, employee rights and terms and conditions of employment.
- 3 DVEA will develop and implement a method for gathering interests of certified employees annually.
- 4 DVEA will make written progress reports and conduct question and answer sessions at buildings and at constituency group meetings as necessary.
- 5 The **NST** process shall be scheduled to minimize classroom disruptions.

Section XXI

Negotiated Solutions Team Process (NST)

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Section XXII

Innovation and Change Committee

XXII Innovation and Change Committee

- A An Innovation and Change Committee will be formed to consider granting waivers to any district policy, procedure, rule or regulation.
- B The committee will be made up of five (5) collaboratively trained people with at least one (1) representative from each of the parties appointed by their respective associations.
- C Proposed waivers will be reviewed and CIT procedures followed. The district departments need to follow a review and acceptance procedure. Proposed waivers will contain specific timelines. School or department representatives will present proposed waiver to the Innovation and Change Committee.
- D If the Innovation and Change Committee approve the proposed waiver, it will be presented to the Superintendent. If the Innovation and Change Committee does not approve the proposed waiver, specific reasons will be reported in writing to the CIT/district department.
- E The Innovation and Change Committee will set criteria for submission and approval of waivers and will develop an evaluative follow-up process.

Section XXII

Innovation and Change Committee

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Section XXIII

Recognized Employee Group Rights

XXIII Recognized Employee Groups Rights

A Facilities

- 1 The Board authorizes the recognized employee groups to use district facilities for meetings providing facilities are available and the requested time does not conflict with previous commitments. The third Tuesday of each month shall be reserved for recognized employee groups' business. There will be no after school meetings on the third Tuesday of each month. No district committee shall hold its first meeting on the third Tuesday. The district committee's future schedule shall be determined by the committee. When the district offers classes that will meet on the third Tuesday of the month, it will be noted/printed on the class registration form.
- 2 The Board authorizes the recognized employee groups to use district equipment with the approval of the principal/designee as long as the use does not interfere with normal student instruction or work production of the district. The recognized employee groups agree to pay all actual costs incidental to each use, and to leave the equipment in a clean and orderly condition.
- 3 Bulletin boards shall be provided for the recognized employee groups in areas agreeable to all parties.
- 4 The Board authorizes the recognized employee groups use of the district mail system. The recognized employee group will provide an informational copy of all communications to each campus administrator, the superintendent/designee and each associate superintendent at the time of distribution.

B Cooperative Efforts

- 1 It is agreed that the recognized employee group have the right to all district information that is deemed to be public information by the constitution and/or laws of Arizona. The recognized employee groups agree to pay any costs incidental to the providing of such information by the district.
- 2 The Board, administration, and recognized employee groups recognize that law limits the financial capacity of the district. Such limitations may create a fiscal emergency; therefore, decisions may be made and actions may take place as a result, which may be in violation of one or more policies contained in this manual. However, the Board Administration and

Section XXIII

Recognized Employee Group Rights

recognized employee groups shall enter into immediate discussions for the purpose of attempting to reach a mutually satisfactory solution.

- 3 By June first of each year, each recognized employee group will inform the district of their three (3) recognized employee group contact persons for the upcoming fiscal year.
- 4 Recognized employee groups shall be scheduled at the end of each faculty meeting or workshop to present reports and announcements when the representatives request placement on the agenda.
- 5 At the orientation program for new teachers the recognized employee groups shall be given sufficient time, as determined by the superintendent/designee, on the agenda to explain their respective activities.
- 6 The recognized employee groups will be requested to appoint teachers to district committees whose work directly affects teachers. The recognized employee groups presidents and administration will make the selection mutually from a list of interested personnel.
- 7 Copies of the manual shall be printed and delivered at the expense of the Board during orientation to all teachers employed by the Board. Further, the Board shall furnish fifty (50) copies of the manual to the recognized employee groups for their use.
- 8 The district shall provide the recognized employee groups five (5) copies of the packet for board meetings and agendas for parent round table committee meetings.
- 9 Every teacher shall have the right to organize, join and support any employee organization, or group.

C Recognized Employee Group Days

- 1 The district will provide a reasonable number of release days for use by recognized employee groups' officers or designees. The recognized employee groups will reimburse the district for the cost of substitute teachers for release days. Notification will be given to the superintendent/designee for use of such days.
- 2 The recognized employee groups will not allow these days to be used in such a manner as to be detrimental to the on going

Section XXIII

Recognized Employee Group Rights

educational process.

D Employee Group President Release

- 1 The Recognized Employee Group's president shall be granted a full-time teaching contract. **25% OF THE** contract will be **PAID BY THE DISTRICT** for duties jointly determined by the Recognized Employee Group's president and the Superintendent. **75% OF THE CONTRACT WILL BE PAID BY RECOGNIZED EMPLOYEE GROUP FOR DUTIES DETERMINED BY RECOGNIZED EMPLOYEE GROUP.**
- 2 The Recognized Employee Group president will advance on the certified salary schedule in the same manner as another teacher with a full-time teaching contract.
- 3 If the president serves for two (2) years or less, he/she shall be returned to his/her former assignment. If the term of office exceeds two years, the teacher shall be treated as a voluntary transfer for staffing purposes. The president shall notify personnel in writing of his/her intent to resume teaching duties in the next school year.

Section XXIII

Recognized Employee Group Rights

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Appendix A

Appendices

APPENDICES

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Appendix A

Record of Changes

I Definitions

- A 4/26/05
- B Original
- C Original
- D Original
- E Original
- F Original
- G Original
- H 8/09/05
2. 4/13/10
- I 4/26/05
- J Original
- K 4/26/05
- L 5/8/07
- M 5/8/07
- N 5/8/07

II Voluntary Payroll Deduction

- A Original
- B Original

III Dispute Resolution Process

A Definitions

- 1 Original
- 2 4/27/04
- 3 4/27/04
- 4 4/27/04
- 5 4/27/04

B Grievance Procedure

- 1 4/27/04
- 2 4/27/04
 - a 4/27/04
 - i 4/27/04
 - ii 4/27/04
 - b 4/27/04
 - i 4/27/04
 - ii 4/27/04
 - iii 4/27/04
 - c 4/26/05
 - i 4/26/05
 - ii 4/26/05
 - iii 4/26/05
 - iv 4/26/05
 - d 4/26/05
 - i 4/26/05
 - ii 4/26/05

Appendix A

Record of Changes

- iii 4/26/05
- iv 4/26/05
- v 4/26/05
- vi 4/26/05
- vii 4/26/05
- viii 4/26/05
- C General Provisions
 - 1 Original
 - 2 Original
 - 3 Original
 - 4 Original
 - 5 Original
 - 6 Original
 - 7 4/26/05
 - 8 4/26/05
 - 9 4/26/05
 - 10 4/26/05
- D Time Lines
 - 1 Original
 - 2 Original
 - 3 Original
 - 4 Original
- IV Academic Freedom
 - A Original
 - B 8/09/05
- V Pupil Discipline
 - A Original
 - B 5/8/07
 - 1 5/8/07
 - 2 9/11/07
 - 3 5/8/07
 - 4 5/8/07
 - 5 5/8/07
 - 6 5/8/07
 - C Original
 - D Original
 - E Original
 - F Original
 - G 8/09/05
 - H Original
- VI Improvement of Instruction and Teacher Evaluation
 - A 9/26/06
 - B Original
 - C Outline of the Teacher Evaluation Process
 - 1 9/26/06

Appendix A

Record of Changes

- 2 Original
- 3 9/26/06
- D Definition of Terms
 - 1 9/26/06
 - 2 9/26/06
 - 3 9/26/06
 - 4 9/26/06
 - 5 9/26/06
 - 6 9/26/06
 - 7 9/26/06
 - 8 9/26/06
 - 9 9/26/06
 - 10 9/26/06
- E Observations
 - 1 9/26/06
 - 2 9/26/06
 - 3 9/11/07
 - a 9/26/06
 - b 9/26/06
 - 4 9/26/06
 - 5 9/26/06
 - 6 9/26/06
- F Evaluation
 - 1 9/26/06
 - 2 9/26/06
 - 3 Deleted 9/26/06
 - 4 Became #3 9/26/06
- G Assistance Plan (AP) – changed name from TAP 4/13/10
 - 1 9/26/06
 - 2 Original
 - a Original
 - b Original
 - c Original
 - d Original
 - e Original
 - f Original
 - g Original
 - 3 Original
 - 4 Deleted 9/26/06
- H Change of Evaluator
 - 1 Original
 - a Original
 - b Original
 - c Original
 - 2 Original

Appendix A

Record of Changes

- 3 9/26/06
- 4 Original
- 5 9/26/06
- I Novice Teachers
 - 1 9/11/07
 - 2 9/26/06
 - 3 9/26/06
- J Continuing Teachers
 - 1 9/26/06
 - 2 9/26/06
 - 3 9/26/06
- K Forms
 - 1 9/26/06
 - 2 Original
- VII Personnel Files
 - A Definitions
 - 1 Original
 - 2 2/27/04
 - B 4/27/04
 - C Original
 - D Original
 - E Original
 - F Original
 - G Original
 - H Original
 - I 4/27/04
 - J Original
 - K Original
- VIII Public Criticism
 - A Original
 - B Original
 - C Original
 - D Original
 - E Original
- IX Disciplinary Action Against Employees
 - A Rules for Disciplinary Action Against an Employee
 - 1 Introduction
 - a Purpose
 - i Original
 - ii Original
 - iii Original
 - b Original
 - c Original
 - 2 Identification of Conduct
 - a 9/26/06

Appendix A

Record of Changes

- b Original
 - i 9/26/06
 - ii 9/26/06
 - iii 9/26/06
 - iv 9/26/06
 - v Deleted 9/26/06
 - vi Deleted 9/26/06
 - vii Deleted 9/26/06
 - viii Deleted 9/26/06
- c Violation of Duties
 - i Original
 - ii Violation
 - (1) Original
 - (2) Original
- 3 Guide to Disciplinary Action
 - a Progressive Discipline
 - i Original
 - ii Original
 - iii Original
 - b Disciplinary Action
 - i Original
 - ii Original
 - iii Original
 - iv Original
 - (1) Original
 - (2) Original
 - v Original
 - vi Original
 - vii Original
- 4 Rules of General Application
 - a Original
 - b Original
 - c Original
- B Reprimands
 - 1 Original
 - 2 Original
 - 3 Original
 - 4 Original
 - 5 Original
 - 6 Original
 - 7 Original
 - 8 Original
- X Reduction in Force
 - A Layoff
 - 1 Original

Appendix A

Record of Changes

- a Original
- b Original
- c Original
 - i Original
 - ii Original
 - iii Original
 - iv Original
- d Original
- e Original
- 2 Original
- 3 Original
- 4 Original
- B Original
- C Original
- D Recall Notice
 - 1 4/13/10
 - 2 Original
 - 3 Original
 - a Original
 - b Original
 - c Original
 - 4 Original
 - 5 9/26/06
- E Miscellaneous Provisions
 - 1 Original
 - 2 Original
 - 3 Original
- XI Parent Conference Days
 - A Original
 - B 9/11/07
 - C Original
- XII Job-Sharing and Part-time Teaching
 - A Job Sharing
 - 1 Original
 - a Original
 - b Original
 - c Original
 - d Original
 - e Original
 - f Original
 - g Original
 - h Original
 - 2 Original
 - 3 Original
 - 4 Original

Appendix A

Record of Changes

- 5 Original
- 6 Original
- 7 3/28/06
- B Part-time Teaching
 - 1 Original
 - 2 Original
 - 3 Original
 - 4 8/12/08
 - 5 Original
 - 6 Original
 - 7 8/09/05
- XIII Professional Staff Time Schedules
 - A General
 - 1 4/26/05
 - 2 Employees will work a negotiated day.
 - a Original
 - b 3/28/06
 - i Original
 - ii Original
 - iii Original
 - iv Original
 - v Original
 - vi Original
 - vii Original
 - viii 3/28/06
 - (1) 3/28/06
 - (2) 3/28/06
 - ix Original
 - c 3/28/06
 - d 3/28/06
 - 3 Original
 - 4 Original
 - B Non-Professional Duties
 - 1 5/8/07
 - 2 5/8/07
 - 3 Original
 - 4 5/8/07
 - 5 4/13/10
 - 6 Original
 - C Original
 - D Duty-Free Preparation Period
 - 1 Original
 - a Kindergarten
 - i 3/28/06
 - ii 3/28/06

Appendix A

Record of Changes

- b Original
- c Original
- d Original
- 2 Original
 - a Original
 - b Original
- 3 Original
- 4 8/12/08
- E Class Scheduling
 - 1 K-6 and K-8 Schools
 - a 5/8/07
 - b 5/8/07
 - c 5/8/07
 - d 5/8/07
- XIV Facilities, Equipment, and Materials
 - A Original
 - 1 Original
 - 2 Original
 - 3 9/11/07
 - 4 Original
 - B Original
 - C Original
 - D 9/26/06
 - E Original
 - F Original
 - G Original
 - H Original
- XV Class Loads – **Refer to Appendix D for Special Ed student loads, staffing ratios, and processes. 10/13/09**
 - A Original
 - 1 Regular Education Programs
 - a K-6 and K-8 Schools
 - i Grade Level
 - (1) 4/27/04
 - (2) 4/27/04
 - (3) 4/27/04
 - (4) Original
 - (5) Original
 - (6) 5/8/07
 - ii Original
 - iii Original
 - iv Original
 - v Original
 - vi Original
 - b Middle School

Appendix A

Record of Changes

- i 4/27/04
- ii Original
- iii Original
- iv 3/28/06
- c High School
 - i 4/27/04
 - ii Original
 - iii Original
 - iv 3/28/06
- 2 Resource
 - a Cross Categorical Resource
 - i 4/27/04
 - ii Original
 - iii 4/27/04
 - b Original
 - c Original
 - d Original
 - e Original
 - f Original
 - g 4/27/04
 - h 4/27/04
- 3 Self-Contained
 - a 4/27/04
 - b 4/27/04
 - c 4/27/04
- 4 Related Services
 - a Original
 - b Original
 - c Original
 - d Original
 - e Original
 - f Original
 - g Original
 - h 8/09/05
- B Procedure for Maintaining Class Loads
 - 1 4/13/10
 - 2 Original
 - 3 Original
 - 4 Original
 - 5 Original
 - 6 Original
 - 7 Original
- C Beginning of School Staffing
 - 1 Original
 - 2 Original

Appendix A

Record of Changes

XVI Vacancies/Transfers/Assignments

A Definitions

- 1 9/26/06
- 2 9/26/06
- 3 9/26/06
- 4 9/26/06
- 5 9/26/06
- 6 9/26/06
- 7 9/26/06
- 8 9/26/06
- 9 9/26/06
- 10 9/26/06

B Vacancies

- 1 9/26/06
- 2 9/26/06
- 3 9/26/06
- 4 9/26/06
- 5 9/26/06
- 6 9/26/06
- 7 9/11/07 (used to be part of #6)
 - a 9/26/06
 - b 9/26/06
- 8 10/13/09
- 9 3/28/06 (became #9 5/8/07)
 - a 9/26/06
 - b 3/28/06

C Assignment

- 1 9/26/06
- 2 9/26/06
- 3 9/26/06
- 4 High School Teachers
 - a 9/26/06
 - b 9/26/06
 - c 9/26/06
- 5 9/26/06

D Reassignment

- 1 9/26/06
- 2 9/26/06
- 3 Voluntary Reassignments
 - a 9/26/06
 - b 9/26/06

E Transfers

- 1 Voluntary Transfers
 - a 9/26/06

Appendix A

Record of Changes

- b 5/8/07
- c 9/26/06
- d 9/26/06
- 2 Administratively Initiated/Involuntary Transfers
 - a 9/26/06
 - b 9/26/06
 - c 5/8/07
 - d 9/26/06
- F Spring Staffing for Subsequent Academic Year
 - 1 9/26/06
 - a 9/26/06
 - b 9/26/06
 - c 5/8/07 (new)
 - d 9/26/06 (became d 5/8/07)
 - 2 9/26/06
 - 3 9/26/06
 - 4 9/26/06
 - a 9/26/06
 - b 9/26/06
 - c 5/8/07 (new)
 - d 9/26/06 (became d 5/8/07)
 - 5 9/26/06
 - 6 9/26/06
 - a 9/26/06
 - b 9/26/06
- G Fall Staffing
 - 1 9/26/06
 - a 9/26/06
 - b 9/26/06
 - c 5/8/07 (new)
 - d 9/26/06 (became d 5/8/07)
 - 2 9/26/06
 - 3 9/26/06
 - 4 9/26/06
- H New School Staffing
 - 1 9/26/06
 - 2 9/26/06
 - 3 9/26/06
 - a 9/26/06
 - b 9/26/06
 - c 5/8/07 (new)
 - d 9/26/06 (became d 5/8/07)
 - 4 9/26/06
 - 5 9/26/06
 - 6 9/26/06

Appendix A

Record of Changes

- a 9/26/06
- b 9/26/06
- c 9/11/07 (new)
- d 9/26/06 (became d 5/8/07)
- 7 9/26/06

XVII Substitutes

- A Substitute Staff
 - 1 Original
 - 2 Original
 - 3 Original
 - 4 Original
- B Arrangement for Substitutes
 - 1 9/11/07
 - 2 9/11/07
 - 3 Original
 - 4 9/11/07
 - 5 9/11/07
 - 6 4/26/05
 - 7 Nurse Substitute Plan
 - a 4/26/05
 - b 4/26/05

XVIII Professional Growth

- A Original
- B Original
- C Original
- D Original
- E 9/11/07
- F Original
 - 1 Original
 - 2 Original
 - 3 Original
 - 4 Original
 - 5 Original
 - a Original
 - b Original
 - c Original
 - 6 Original
- G Original
 - 1 Original
 - 2 4/26/05
 - 3 4/26/05
 - 4 Original
 - a Original
 - b Original
 - c Original

Appendix A

Record of Changes

- i Original
 - ii Original
 - 5 4/26/05 (became #5 9/11/07 – original #5 deleted)
 - 6 4/26/05
 - 7 Original
 - 8 Original
 - 9 Original
 - a Original
 - b Original
 - 10 Original
 - 11 Original
 - a Original
 - b Original
 - 12 4/26/05
 - 13 4/26/05
- XIX Employee Fringe Benefits
 - A Optional Early Retirement Program (New 10/13/09)
 - 1 10/13/09
 - a 4/26/05
 - b 4/26/05
 - c 10/13/09
 - d 10/13/09
 - e 10/13/09
 - 2 4/26/05 (became #2 5/8/07, original #2 deleted)
 - a 4/26/05
 - b 4/26/05
 - c 10/13/09
 - d 10/13/09 (became d 4/13/10, added c above)
 - 3 4/26/05
 - 4 10/13/09
 - B Optional Early Retirement Program (Approved 10/13/09 Became B 4/13/10 – For employees retiring through June 30, 2011))
 - 1 4/26/05
 - a 4/26/05
 - b 4/26/05
 - c 4/26/05
 - 2 4/26/05 (became #2 5/8/07, original #2 deleted)
 - a 4/26/05
 - b 4/26/05
 - c 4/26/05
 - 3 4/26/05
 - C Current Optional Early Retirement Program (Approved 10/13/09 Became C 4/13/10 - For employees retiring through June 30, 2006)
 - 1 Original

Appendix A

Record of Changes

- 2 Original
- 3 Original
- 4 Original
- 5 Original
- 6 4/26/05
- D Paid Leaves of Absence
 - 1 Sick Leave
 - a 3/28/06
 - b 3/28/06
 - c Original
 - d 3/28/06
 - e Original
 - i Original
 - ii Original
 - iii Original
 - iv Original
 - f Original
 - 2 Personal Leave
 - a 3/28/06
 - b Original
 - c Original
 - d Original
 - 3 Professional
 - a Original
 - b Original
 - 4 Jury Duty
 - a Original
 - b Original
 - c Original
 - 5 National Guard or Reserve Training
 - a Original
 - b Original
 - 6 Absence Due to Court Appearance
 - a Original
 - b Original
 - c Original
 - d Original
 - 7 Original
 - 8 Bereavement
 - a Original
 - b Original
 - 9 Pregnancy Disability Leave
 - a Original
 - b Original
 - c Original

Appendix A

Record of Changes

- d Original
 - i Original
 - ii Original
 - iii Original
- e Original
- 10 Sabbatical Leave
 - a Original
 - b Original
 - c Original
 - d Original
 - e 4/20/93
 - f Original
 - g Original
 - i Original
 - ii Original
 - iii Original
 - iv Original
 - v Original
 - h Original
 - i Original
 - j Original
 - k Original
 - l Original
 - m Original
 - n Original
 - i Original
 - ii Original
 - iii Original
- E Payment for Unused Sick Leave (Approved 10/13/09; Became E 4/13/10)
 - 1 Original
 - a Original
 - b Original
 - c Original
 - d Original
 - 2 Original
 - 3 Deleted 10/13/09
- F Unpaid Leaves of Absence
 - 1 3/28/06
 - 2 3/28/06
 - 3 Original
 - 4 Original
 - 5 4/26/05
 - 6 3/28/06
 - 7 4/27/04

Appendix A

Record of Changes

G Group Insurance

- 1 Health Insurance
 - a Original
 - b 9/11/07
- 2 Original
- 3 Original
- 4 3/28/06
- 5 Insurance Committee
 - a Original
 - b Original
 - c Original
- 6 Original

XX Professional Compensation

A General

- 1 4/26/05
- 2 3/28/06
- 3 4/13/10
- 4 Hard-to-Fill
 - a 4/26/05
 - b 4/26/05
 - c 4/26/05
 - d 4/26/05
 - i 4/26/05
 - ii 4/26/05
 - (1) 4/26/05
 - (2) 4/26/05
 - (3) 4/13/10
 - (4) 4/13/10
- 5 8/09/05
- 6 Original
- 7 Original
- 8 Original

B Extra-Duty Pay Schedule – all Employees

- 1 Summer work – pay rates
 - a 4/13/10
 - b Original
2. 4/13/10
 - a Original
 - b Original
 - c 4/13/10
 - d Original
 - e Original
 - f Original
3. Original
4. High School Counselors

Appendix A

Record of Changes

- a Original
- b Original
- c Original
- d Original
- C Extracurricular/Co-curricular Addendum Positions
 - 1 Original
 - 2 Original
 - 3 Original
 - 4 Original
- D Head Coach
 - 1 Original
 - 2 4/13/10
- E High School
 - 1 Original
 - 2 Original
 - 3 Original
 - 4 Original
 - 5 Original
 - 6 5/8/07
 - 7 8/26/08
 - 8 8/26/08
 - 9 Original
 - 10 Original
 - 11 8/26/08
 - 12 High School
 - a Original
 - b Original
 - c Original
 - d Original
 - e Original
 - f Original
- F Middle School
 - 1 Original
 - 2 Original
 - 3 Original
 - 4 Original
 - 5 Original
 - 6 Original
 - 7 Original
 - 8 Original
 - a Original
 - b Original
 - c Original
- G K-8 schools (grades 7th and 8th only)
 - 1 Original

Appendix A

Record of Changes

- a Original
- b Original
- 2 Original
- 3 Original
- 4 Original
- 5 Original
- 6 Original
- H Elementary Schools and K-8 schools (K-6 only)
 - 1 Original
 - 2 Original
 - 3 Original
 - 4 Deleted - 8/4/05
- I K-12 Curriculum Coordinators
 - 1 Original
 - 2 Original
 - 3 Original
 - 4 Original
 - 5 Original
 - 6 Original
 - 7 Original
 - 8 Original
 - 9 Original
 - 10 Original
- J Longevity Increase
 - 1 4/26/05
 - 2 4/26/05
 - 3 4/26/05
- XXI Negotiated Solutions Team Process (NTS) (Changed 10/13/09, previously IBN)
 - A Team Selection
 - 1 4/27/04
 - 2 10/13/09
 - ~~3 4/27/04 (deleted 09-10)~~
 - B ~~Team Training~~ (Deleted 10/13/09)
 - ~~1 4/27/04~~
 - 2 Original (moved to C #1 below 10/13/09)
 - C Guidelines
 - 1 Original
 - 2 4/27/04
 - 3 4/27/04
 - 4 4/27/04
 - 5 4/27/04
 - 6 Original
 - 7 Original
 - 8 4/27/04

Appendix A

Record of Changes

- XXII Innovation and Change
 - A Original
 - B Original
 - C Original
 - D Original
 - E Original
- XXIII Recognized Employee Group Rights
 - A Facilities
 - 1 4/27/04
 - 2 Original
 - 3 Original
 - 4 Original
 - B Cooperative Efforts
 - 1 Original
 - 2 Original
 - 3 Original
 - 4 Original
 - 5 Original
 - 6 Original
 - 7 Original
 - 8 Original
 - 9 Original
 - C Recognized Employee Group Days
 - 1 Original
 - 2 Original
 - D Employee Group President Release
 - 1 10/13/09
 - 2 8/09/05
 - 3 Original

Appendix

- A 4/26/05
- B Certified Salary Schedule
 - A Initial Placement Hiring Guidelines 10/13/09
 - B Annual Increase Process
 - 1. 4/26/05
 - a 4/26/05
 - b 4/26/05
 - c 4/26/05
 - i 4/26/05
 - ii 4/26/05
 - d 4/26/05
 - 2 4/26/05
 - 3 4/26/05
- C 9/11/07 – Insurance Fact Sheet
- D 8/26/08 – MOU Class Loads for Special Ed

Appendix A

Record of Changes

- E 4/13/10 – Phased Retirement Plan
- F 4/13/10 – MOU Work Load Committee
- G 4/13/10 – Employee Profile Spreadsheet
- H 4/13/10 – NST Operating Procedures

NOTE: The entire manual was reformatted and reorganized. The Governing Board approved these changes on 9/26/06. Reformatting and reorganization, as well as minor grammatical and syntax changes were not identified as changed material in the manual.

Appendix B

Certified Salary Schedule

Certified and other Professional Hiring **GUIDELINES**

A Initial Placement Hiring **GUIDELINES**

	Beginning
Certified Teacher*	32,549
Nurses BA*	32,549
Nurses RN*	31,098
Nurses LPN*	21,867
Speech – Master Level*	47,233
Completion of Certificate of Clinical Competency - \$2500 addendum per year	
Certified Bilingual Speech Pathologist - \$2,000 per year	
Speech – Bachelor Level*	37,077
Speech – Language Assistant*	28,855
Audiologist*	47,233
National Board Certification - \$3,000 per year	
Completion of Certificate of Clinical Competency - \$2,500	
Psychologist*	52,070
National Board Certification - \$3,000 addendum per year	
Certified Bilingual Psychologist - \$2,000 addendum per year	
Certified Psychologist Intern	32,241

* Up to 5 years of experience may be awarded at the rate of \$800 per year

Professional Growth – All hours submitted by January 31st will be paid at the rate of \$50 per credit hour and will be included in the base salary on the following year's contract.

The maximum number of credits paid per year will be 18.

The maximum number of credits accepted is 90 credits above the highest degree earned.

Initial Placement Guidelines for Certified – See Section XX A.3

- Professional Growth is calculated at the rate of \$50 per hour. (The 18 hour requirement has been removed)
- New Hires will be given up to 5 years of experience
- Initial Placement Hiring Schedule for teachers will be replaced by New Hiring Guidelines to be consistent with the way other employees are hired.

Appendix B

Certified Salary Schedule

B Annual Increase Process

- 1 The individual base salary will be increased by the negotiated flat increase and percentage increase.
 - a Available funds will be split between a percentage increase (60%) and a flat increase (40%).
 - b The certified **NST** team will determine the split between percentage increase and flat increase annually during the **NST** process.
 - c Available funding will be allocated as follows:
 - i Professional growth allocated first
 - ii Percentage increase and flat increases will account for the remaining funds
 - d Increases to initial placement hiring schedule will be the flat increase or \$500 whichever is less.
- 2 Other sums may be added to individual base salary as dictated by action of a body outside the district that impacts contracts (i.e. Addition of days to the teaching year).
- 3 Example

2005-2006 individual base salary	\$42,000
Percentage increase 3%	1,260
Flat increase	900
Other sum - extra day	<u>200</u>
2006-2007 individual base salary	\$44,360

Appendix C

Insurance Fact Sheet

Activity	Primary Coverage (not the only coverage)	Workers' Compensation
Driving to/from work in personal vehicle	Personal Insurance	No
Driving to/from work in district vehicle	Personal Insurance/ District Trust (property only)	No. Workers' compensation would be applicable after the employee reports to their first work assignment
Driving to/from another site in my personal vehicle within the scope of my required duties (including any employee passengers)	Personal Insurance	Yes
Driving a district vehicle within the scope of my required duties (including any employee passengers)	District Trust	Yes

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Appendix D

Memo Of Understanding



Deer Valley Unified School District No. 97

Memorandum of Understanding
Between
Deer Valley Unified School District No. 97 and
Deer Valley Education Association

This Memorandum of Understanding is between the Governing Board of Deer Valley School District No. 97 (the “District”) on behalf of the District and Deer Valley Education Association (“DVEA”)

AGREEMENT:

Section XV – Appendix D – Memo of Understanding

Class Loads

During the 2007-08 school year there was a Memo of Understanding (MOU) outlining the process that is to be used for maintaining class loads with the respect to the addition of Special Education Students. This MOU (attached) will continue to be in effect for the 2008-09 school year.

During the 2008-09 school year the following student loads and staffing ratios and processes will also be in effect:

I Class Loads

- A The following are the classroom load averages, which the District will strive to maintain.**

1 ~~Regular~~ GENERAL Education Programs

~~vi—Special area teachers shall have input in making the decision to assign special education students to their classes.~~

Appendix D

Memo Of Understanding

2 ~~Resource~~ STUDENT SUPPORT SERVICES (SPECIAL EDUCATION)

TEACHERS STAFFING IS DETERMINED BY BUILDING STANDARDS AND BY SPECIAL EDUCATION ENROLLMENT. EACH BUILDING WILL BE RECALCULATED AFTER THE START OF THE SCHOOL YEAR AND DURING THE SCHOOL YEAR, AS NEEDED, TO REFELCT ACTUAL ENROLLMENT. AT THAT POINT, STAFFING WILL BE READJUSTED AND REASSIGNED TO PROVIDE THE NEEDED SUPPORTS FOR EACH BUILDING.

a ~~Cross-Categorical Resource~~

i. ~~Support Specialist/~~

Resource	Average Caseload	Department Chair
K through 6	17	K-6 .5
7 and 8	22	7-8 .5
9 through 12	22	9-12 .5

ii. ~~Staff will be added in half-time (.5) increments only. See the examples below.~~

iii. ~~Average Caseload~~ ~~Staff~~

K-6	7-12	
17	22	1.0 F.T.E.
25	33	1.5 F.T.E.
34	44	2.0 F.T.E.
42	55	2.5 F.T.E.
etc.	etc.	etc.

STUDENT LOADS

STUDENT LOAD IS NUMBER OF IEP'S THE TEACHER IS RESPONSIBLE FOR WRITING EXCEPT FOR PRESCHOOL WHICH IS DONE BY STUDENT COUNT.

a TEACHERS FOR SPECIAL EDUCATION

K-6 (BASE 2)	1:15
K-8 (BASE 4)	1:15
MIDDLE SCHOOL	1:20
HIGH SCHOOL	1:20

BASE IS MINIMUM NUMBER OF TEACHERS FOR INITIAL PRELIMINARY STAFFING

b ~~Visual Handicapped Resource~~: TEACHER FOR VISUALLY IMPAIRED ~~10~~ 15 students/week

Appendix D

Memo Of Understanding

- c ~~Hearing Handicapped Resource:~~ **TEACHER FOR DEAF AND HARD OF HEARING** ~~10~~ **15** students/~~week~~
- d. **TEACHER FOR ADAPTIVE PE** **40 STUDENTS**
 - ~~— Kindergarten through 6th ————— 35 students/week~~
 - ~~— 7th through 12th ————— 35 students/week~~
- e. Intervention Specialist: Maximum one per campus
- f. **EARLY CHILDHOOD TEACHERS: A 1:15 RATIO FOR A.M. CLASS AND 1:15 RATIO FOR P.M. CLASS NOT TO EXCEED A TOTAL OF 1:30 FOR A FULL TIME FTE.**

~~3—Self-Contained~~

- a ~~Cross categorical language (CCLH/SC) (includes a behavioral component) 8 students: 1 teacher: 2 instructional assistants~~
- b ~~Multiple handicapped/severe sensory impairment (MD or MD/SSI) 8 students: 1 teacher: 2 instructional assistants~~
- c ~~All other self-contained 13 students: 1 teacher: 1 instructional assistant~~

4.3 STUDENT SUPPORT SERVICES (SPECIAL EDUCATION)-Related Services-Student Loads

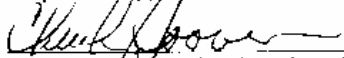
- a Speech- Language: ~~800~~ **750** Pre-K through 12th Students
A .5 FOR EVERY ADDITIONAL ~~speech language pathologist will be added each time the total District student enrollment (Pre-K through 12th) increases by 400~~ **375** students
- b ~~Adaptive PE—moved to section 2~~
- b e Occupational Therapy: **35** ~~40~~ students/~~week~~
1:1,920 PRE-K THROUGH 12TH STUDENTS
A .5 FOR EVERY ADDITIONAL 960 STUDENTS
- c d Physical Therapy: **35** ~~40~~ students/~~week~~
- d e Audiology:
 - ~~1 Audiologist/26,999~~
 - ~~Add .5 tech at 27,000 students;~~
 - ~~Add .5 tech to equal 1.0 total tech at 30,000 students;~~
 - ~~Add .5 tech to equal 1.5 total techs at 33,000 students;~~
 - ~~Add .5 tech to equal 2.0 total techs at 36,000 students;~~
 - 1:17,000 Pre-K through 12th Students**
 - .5 for every additional 8,500 students**
 - ~~Add 1.0 audiologist to equal 2.0 total audiologists at 50,000 students.~~
 - ~~**Note** Tech positions are eliminated at 50,000 students.~~

Memo Of Understanding


**5.4. STUDENT SUPPORT SERVICES (SPECIAL EDUCATION)-OTHER SERVICES-
STUDENT LOADS**

- g.a. Psychologist (K through 12th): 4500 **1200**
A .5 Psychologist will be added each time the total district student enrollment (PE-K-12) increases by ~~650~~ **600** students.
- h. ~~Intervention Specialist Maximum one per campus~~ – moved to section 2

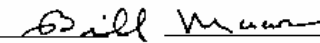
Accepted and approved this 26th day of August, 2008 by the Governing Board.



Chuck Hoover, Associate Superintendent
Human Resources



Lori Bruns
DVEA President



Bill Maas
Board President

Memo Of Understanding



Deer Valley Unified School District No. 97

**Memorandum of Understanding
Between
Deer Valley Unified School District No. 97 and
Deer Valley Education Association**

This Memorandum of Understanding is between the Governing Board of Deer Valley School District No. 97 (the "District") on behalf of the District and Deer Valley Education Association ("DVEA")

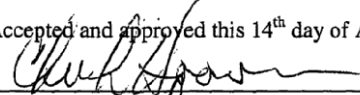
AGREEMENT:

During the 2007-2008 school year the following process shall be used for maintaining class loads with respect to the addition of Special Education Students.

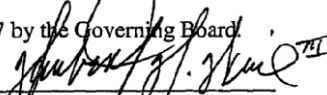
When class load average is exceeded, the following steps will determine whether additional staffing is required:

1. The class rosters will be reviewed by the Special Education Department, Human Resource Department, and DVEA to ensure all students meet the requirements for inclusion on the roster. The decision will be based on the following:
 - Amount of time in the General Ed classroom exceeds 50% of the student's day
 - Amount of instructional support is less than 50% of the student's day
 - Grade level curriculum requires modification and/or curriculum accommodations.
2. The number of students meeting all three of the above requirements will be tallied and verified by Human Resources.
3. If the number of students meeting the requirements exceeds the grade level class load guidelines, the process in Section XV, paragraph B shall be followed.

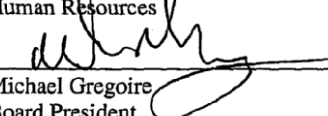
Accepted and approved this 14th day of August, 2007 by the Governing Board



Chuck Hoover, Associate Superintendent
Human Resources



Herbert N. Weil III
DVEA President



Michael Gregoire
Board President

Adopted August 14, 2007

Appendix D

Memo Of Understanding

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Phased Retirement Plan (PRP)

- A.) **Eligibility** – Must be eligible to retire with full/normal retirement qualifications established by ASRS. (i.e. 80 points, 62 years of age with 10 years of service or age 65).
- B.) **Plan Benefits** – Retirement benefits through ASRS plus 80% of current salary, assuming no ASRS alternative contribution rate, by contracting to the District as a phased retirement employee (smartschoolsplus). Phased retirement employees will receive the same salary adjustments as do regular District employees, assuming same responsibilities as designated in the District Policies and Regulations.
- C.) **Leave Pay** - Applicable Leave Pay will be paid over a period of three years. If applicable, ASRS will allow the employee to use the full leave pay amount towards his/her retirement calculation. Note: While applicable leave pay may be available for ASRS pension calculation, the PRP is not able to be used in the ASRS pension calculation.
- D.) **Window Period of Election/Exit Dates** – Anytime after becoming eligible, through the contract period between the private company and the district. Initially 5 years.
- E.) **Health Insurance** – The district will continue to pay the district share of the annual group health insurance premium until the employee becomes eligible for Medicare, provided the employee is in retirement status with the Arizona State Retirement System (ASRS) and meets the District criteria for continuing coverage.
- F.) **Re-employment** – After meeting the ASRS rehire guidelines (one year as a phased retiree), in order to continue in their position the phased retiree must be rehired on the 1st day of the month following their one-year anniversary. If rehired it will be at 80% of their current salary or the beginning schedule rate, whichever is greater (no hard to fill exception). Other compensation (addenda, extra duty pay, etc.) will be paid at 100%. The phased retirement plan will only be available for one year (including existing PRP staff) and then rehire must be exercised in order to continue working. Existing PRP staff have until no later than July 1, 2010 to exercise the option to be rehired in order to continue working. Once rehired the employee will receive 80% of their Deer Valley Unified School District seniority and receive the same employee rights as other employees.
- G.) **Contractual Early Retirement Incentive(s)** – The PRP will be in lieu of any current or new contractual Early Retirement Incentives (ERI). The Employee may

Appendix E

PHASED RETIREMENT PLAN

select the PRP or may elect one of the other contractual ERI, but may not elect more than one.

Revised June 30, 2009 for implementation starting July 1, 2009.

MASTER SCHEDULE
Memo Of Understanding



Deer Valley Unified School District

**Memorandum of Understanding
Between
Deer Valley Unified School District No. 97 and
Deer Valley Education Association**

This Memorandum of Understanding is between the Governing Board of Deer Valley School District No. 97 (the "District") on behalf of the District and Deer Valley Education Association ("DVEA")

AGREEMENT:

During the 2009-2010 school year every school will form a committee made up of one representative from each grade and content area and from special areas. The charge of the committee is to create a master schedule for meetings and professional development for the school year to be completed by the end of September 2009.

This Memo of Understanding is for one year, (2009-10 school year) and is to be evaluated at the end of the year.

Accepted and approved this 22nd day of September, 2009 by the Governing Board.

Handwritten signature of Chuck Hoover in blue ink.

Chuck Hoover, Associate Superintendent
Human Resources

Handwritten signature of Lori Bruns in blue ink.

Lori Bruns
DVEA President

Handwritten signature of Tom Boone in blue ink.

Tom Boone
Board President

Adopted 10/13/09

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Appendix G EMPLOYEE PROFILE SPREADSHEET

Employee Profile Spreadsheet when finalized

Appendix G EMPLOYEE PROFILE SPREADSHEET



Negotiated Solutions Team Operating Procedures 2009-2010

Team Membership:

- Negotiated Solutions Team is our bargaining team. It consists of the 3 standing members from each recognized anchor group, Administration, Certified, and Classified. Each group selects its own team members.
- Others may attend and participate as observers.

Attendance:

- Meetings will start on time as long as one representative from each employee team is present.
- Meetings will end at designated times unless consensus is reached to extend or shorten the meeting time.
- If there are particular items on the agenda that do not pertain to a particular team, that team may opt not to participate.

Agenda:

- The agenda will be sent to the lead members of the Negotiated Solutions Team for distribution to other team members.
- Minutes or notes from previous meetings will be distributed ASAP after each session.
- The number of recommendations to be discussed will be determined during prior preparation sessions among the various teams.

Subcommittees:

- Subcommittees will be formed as innovations or concerns are identified.
- Each constituency groups appoints members to subcommittees based on the issue and the expertise needed.
- Subcommittees provide research, guidance, expertise and recommendations to the Negotiated Solutions Team.
- Not all constituencies need to be involved on all subcommittees and members of subcommittees will likely be different from the Negotiated Solutions Team.

Constituency Feedback and Ratification:

- Constituencies are responsible for informing their respective group/members.
- Each constituency is free to conduct ratification according to its own rules and within the timeframe to provide support of recommendations from subcommittees to the NST.

Accountability and Evaluation:

- Once recommendations have been agreed upon by the NST, all anchor teams will support the recommendations brought before the Governing Board.

Debrief:

- At the conclusion of all NST meetings and presentation of recommendations to the Governing Board, the NST and subcommittee participants will meet to evaluate the NST process for efficiency and success.