

**ISAAC SCHOOL DISTRICT**  
**2008-2009**  
***CERTIFIED EMPLOYEE AGREEMENT***

***INTEREST BASED NEGOTIATIONS PROCESS***

**TEACHER COMMITTEE**

Ms. Marsha Batterberry  
Ms. Michelle Covarrubias  
Ms. Marisol Garcia  
Ms. Cindy Hart  
Ms. Rosary Ruiz  
Ms. Laurel Trospen

**ADMINISTRATIVE COMMITTEE**

Mr. Alfonso Alva  
Mr. Gabriel Garcia  
Ms. Amanda Guerrero  
Mr. Bill Maas  
Mr. Fernando Nunez  
Dr. Suzanne Zentner

**GOVERNING BOARD MEMBERS**

Dr. Andrew M. Sandoval	President
Mr. Jose Villela	Clerk
Mr. Harry Garewal	Member
Ms. Patricia Jimenez	Member
Ms. Evelyn L. Shapiro	Member

**ADMINISTRATION**

Dr. Carlos Bejarano	Superintendent
Dr. Suzanne Zentner	Associate Superintendent for Teaching and Learning
Ms. Linda Aguirre	Executive Director of Human Resources
Mr. Alfonso Alva	Executive Director for Support Services
Dr. William Smith	Administrator for Special Services
Mr. Jeffery Gadd	Director of Finance
Mr. Fernando Nunez	Director of Academic Support Services
Mr. Abedon Fimbres	Director of Communications

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## 2008-2009 School Year Calendar

July 21-25, 2008	New Teacher Staff Development/Orientation
July 28, 2008	All Teachers Report
July 29, 2008	Prop 301 Staff Development Day – No School – Non Contract Day
July 30, 2008	Principals' Day
July 31, 2008	Attendance Booster Walk
August 4, 2008	Students Begin
August 20, 2008	Early Release – Teacher Accountability Tasks
September 1, 2008	Labor Day Holiday – No School
September 24, 2008	Early Release – Teacher Accountability Tasks
October 1-3, 2008	Early Release – Parent Conferences
October 3, 2008	End of First Quarter
October 6-17, 2008	Fall Intersession – No School
October 20, 2008	Students Return
October 31, 2008	Early Release – Staff Development Day/District Wellness Walk
November 10, 2008	Prop 301 Staff Development Day – No School
November 11, 2008	Veterans' Day – No School
November 26, 2008	School Recess Day – No School
November 27-28, 2008	Thanksgiving Holiday – No School
December 10, 2008	Early Release – Teacher Planning
December 19, 2008	End of Second Quarter
December 22, 2008–January 2, 2009	Winter Intersession – No School
January 5, 2009	Students Return
January 19, 2009	M.L.K. Holiday – No School
February 4, 2009	Early Release – Staff Development Day
February 16, 2009	Presidents' Day – No School
February 18, 2009	Early Release – Teacher Planning
February 24-25, 2009	Early Release – Parent Conferences
February 27, 2009	End of Third Quarter
March 2-6, 2009	Spring Break – No School
March 9-13, 2009	Spring Intersession – No School
March 16, 2009	Students Return
April 6-13, 2009	Isaac Testing – Grades 2 – 8
April 10, 2009	Board Declared Holiday – No School
May 20, 2009	Early Release – Teacher Accountability Tasks
May 25, 2009	Memorial Day – No School
May 27, 2009	Early Release – Teacher Planning
June 4, 2009	Early Release – Middle Schools, Promotion Ceremonies
June 5, 2009	Early Release All Sites, End of Fourth Quarter – Last Day of School
June 8, 2009	District Retirement Breakfast/Non-Contract Day

## TEACHER PROFESSIONAL CALENDAR

The district shall seek input through the IBN process before adopting school calendars.

The calendar will include the following elements:

1. 180 instructional days
2. Three preparation days for continuing teachers:
  - July 28, 2008 – Teacher Classroom Preparation
  - July 29, 2008 – 301 Staff Development Day – Non-Contract Day
  - July 30, 2008 – Principals' Inservice Day
  - July 31, 2008 – District Wide Attendance Booster Walk A.M., Teacher Classroom Preparation P.M.
3. Five additional in-service and room preparation days for new teachers:
  - July 21 – 25, 2008
4. Three early release days for FALL parent-teacher conferences:
  - October 1-2, 2008 – 4:00 – 7:00 p.m.
  - October 3, 2008
    - 12:00 – 3:00 p.m. – Elementary Schools
    - 12:40 – 3:40 p.m. – Middle Schools
5. Two early release days for SPRING parent-teacher conferences – All Schools:
  - February 24, 2009 – 4:00 – 7:00 p.m.
  - February 25, 2009 – 4:00 – 7:00 p.m.
6. Four early release days for report card planning:
  - September 24, 2008
  - December 10, 2008
  - February 18, 2009
  - May 27, 2009
7. Two early release days for accountability tasks (paperwork):
  - August 20, 2008
  - May 20, 2009

## PREAMBLE

The Isaac School District Governing Board, the Isaac District Education Association (IDEA) and the Isaac Federation of Teachers (IFT) enter into this process as a commitment of mutual cooperation and respect. All parties recognize the integrity vested by each in this process.

All terms and conditions shall become a part of district procedures upon approval by the Governing Board, and shall remain in effect until changed by the Governing Board.

Prior to any change in procedures agreed upon in the Interest Based Negotiations (IBN) Process, the board will seek input from IDEA and IFT.

The IBN membership shall include one representative from each organization for every full 10% increment of certified staff. This will be based on rosters submitted to the Superintendent on or before September 15th.

**IBN negotiations shall begin no later than the end of the first academic quarter. The first meeting date will be determined by the chairs of each IBN representative group, administrative, classified and certified.**

**The IBN team will issue a joint communiqué upon the conclusion of each IBN meeting for the purpose of disseminating information regarding the IBN process.**

## TEACHERS' RIGHTS

Any reprimand of a certified employee shall be conducted in private unless the situation warrants immediate action. No certified employee shall be reprimanded or disciplined in the presence of pupils, parents, other employees, or the public.

Upon request, any certified employee under this agreement shall be entitled to representation at all levels of the grievance procedure and where any reprimand is given or disciplinary document action is to be taken.

## **REQUIREMENTS FOR NEW CERTIFIED STAFF**

The **Executive Director of Human Resources/Director of English Language Development** will provide information to new certified staff regarding requirements for Structured English Immersion, English as a Second Language Endorsement, Bilingual Endorsement, Master's Degree, etc. During new certified staff orientation, the Director of Human Resources/Director of English Language Development will provide information regarding professional development requirements.

### **NEW REQUIREMENTS FOR ALL CERTIFIED STAFF *STRUCTURED ENGLISH IMMERSION***

Any staff member currently holding a full English as a Second Language or Bilingual endorsement has met all requirements for the new Structured English Immersion endorsement.

The **Executive Director of Human Resources/Director of English Language Development** will provide information to all certified staff not currently holding English as a Second Language or Bilingual endorsements. New Department of Education regulations require a provisional Structured English Immersion endorsement by August 31, 2006. A full endorsement is required by 2009.

## HOURS FOR CERTIFIED STAFF

1. Hours of employment will be 7½ per day unless otherwise specified by previous teacher-principal arrangements. Two Thursdays of each month, unless otherwise notified, shall be an 8½-hour day, if needed.
2. In addition to the above minimum time, certificated employees shall be responsible for other instructional day duties which include, but are not limited to, program development, professional growth activities, parent conferences, committee assignments, district meetings, back-to-school nights, open house, and emergency student supervision.
3. All certified employees shall be entitled to a duty-free lunch of 40 – 45 minutes if schedules permit. Certified employees may leave campus during their lunch break. However, they may be denied this privilege if not enough supervision is available, during inclement weather, or where unusual circumstances occur. Certified employees must sign-out and are responsible to return on time. All teachers are entitled to duty free lunch of 30 minutes during inclement weather if schedules permit. All lunch duties shall be assumed by supervision aides which may include playground and/or cafeteria duty. Teachers will assume duty only in cases where not enough supervision aides are available.
4. On those specified days when paychecks are available, certified employees may be permitted to leave school 10 minutes after dismissal and completion of teacher's assigned responsibilities.
5. In the event that inclement conditions require that students remain indoors and are without normal exercise periods (i.e. before school, recess, and lunch) teachers may be permitted to leave school 10 minutes after dismissal and the completion of teacher's assigned responsibilities.
6. Supervision aides shall assume crosswalk duty. Teachers will assume duty only in cases where not enough supervision aides are available.
7. Each school site shall assign two classified employees to serve as emergency substitute teachers. These emergency substitutes shall have received emergency substitute certificate from the Arizona State Board of Education.
8. If a teacher is required to cover a class because the district is unable to secure a substitute for the entire day, the impacted teacher may leave school 10 minutes after dismissal and the completion of each teacher's assigned responsibilities.
9. Every school in the District will have a sign-out book for certified staff to use in case of an emergency to leave school. Prior to signing-out, a certified employee must inform an administrator.

# BENEFITS

## 1. HEALTH INSURANCE

- **Aetna Healthcare** is the health insurance offered to Isaac School District full time employees. The district pays the full premium amount for each employee for the Silver Option. Employees may buy up to the higher Gold option.
- Dependent health coverage is available at the employee's expense.

### Health Insurance Advisory

The Human Resources Executive Director shall provide opportunities for input from the IDEA President or designee, an administrative designee, and a classified designee on upcoming issues regarding health insurance and the health insurance trust, e.g. changes in providers and/or trust, benefit changes, rate changes, and a complaint report. The Human Resources Executive Director shall report back to the employee designees on any pertinent information, changes, and/or decisions regarding health insurance benefits, rates and the Trust.

\_\_\_\_\_  
Certified Chair

\_\_\_\_\_  
Administrative Chair

\_\_\_\_\_  
Classified Chair

### Health Insurance Dispute Process

An employee who is dissatisfied with the disposition of his/her claim or any benefit concern shall contact the Human Resources Benefits Specialists in writing or e-mail, with a description of the nature of the complaint or concern.

The Human Resource Specialist shall follow up with the insurance carrier as well as the Trust regarding the complaints and concerns.

The employee will be informed in writing as to the outcome.

\_\_\_\_\_  
Certified Chair

\_\_\_\_\_  
Administrative Chair

\_\_\_\_\_  
Classified Chair

## 2. DENTAL INSURANCE

- The district offers dental insurance to full-time employees without cost. There are two dental carriers the employees may choose between. They are Delta Dental and Employee Dental Services.
- Dependent dental coverage is available at the employee's expense.

## 3. LIFE INSURANCE

- The district provides \$20,000 life insurance to full-time employees. The employees may enroll for optional coverage and/or dependent coverage at their expense. The employee may purchase optional coverage in \$20,000 increments up to \$100,000 without medical certification. Employees may purchase from \$120,000 - \$200,000 coverage with medical certification.
- A \$5,000 policy for each dependent is available at employee's expense.



#### 4. INCENTIVE PROGRAM

*Employed prior to July 1, 1998:*

- **The employee must notify the district in writing by April 15, three years prior to the retirement year. The Superintendent or his/her designee must approve exceptions to the three - year notice and/or April 15 deadline.**

Upon notification of retirement, a certified employee may be paid for all unused sick leave in excess of 30 days at the employee's current hourly rate of pay. If a certificated employee has worked for the district for 25 years or more, only 25 days will be deducted from their accumulated sick leave. This amount will be paid over the 3-year period in equal bi-weekly installments. Any use of sick time during the last 3 years will be added or deducted in the final year.

- If the unused sick leave is less than \$10,000, it will be paid in one lump sum at the completion of their final year.
- If the unused sick leave is more than \$10,000, biweekly installments over a three-year period will be paid to the employee or to the employee's designated beneficiary of record with the Arizona State Retirement System. Payment will begin with the contract following the notice of retirement.
- This program is irrevocable and cannot be changed once agreed upon.
- **In the case of a verifiable medical emergency, the payout may be suspended.**

*Employed after July 1, 1998:*

- **The employee must notify the district in writing by April 15, three years prior to the retirement year. The Superintendent or his/her designee must approve exceptions to the three-year notice and/or April 15 deadline.**
- Upon retirement, a certified employee with accumulated sick leave may, after ten years of employment with the district, be paid for all unused sick leave in excess of 30 days according to the payment formula below. If a certified employee has worked for the district for 25 years or more, only 25 days will be deducted from their accumulated sick leave.
- The payment formula will be based on the employee's current hourly rate as follows:

<b>Years of Employment</b>	<b>Rate of Pay</b>
10 – 14 years	60%
15 – 19 years	75%
20 – 24 years	85%
25 or more years	100 %

- If the unused sick leave is less than \$10,000, it will be paid in one lump sum at the completion of their final year.
- If the unused sick leave is more than \$10,000, it will be paid in biweekly installments over a three-year period, beginning with the contract following the notice of retirement.
- This program is irrevocable and cannot be changed once agreed upon.
- **In the case of a verifiable medical emergency, the payout may be suspended.**

**ISAAC SCHOOL DISTRICT #5**

**2007-2008 CERTIFIED STEPLESS SALARY SCHEDULE**

<b>GRADE</b>	<b>DEGREE</b>	<b>MIN.</b>	<b>MIN. WITH 301</b>	<b>MAX.</b>
<b>A</b>	<b>BA</b>	<b>\$34,463</b>	<b>\$38,463</b>	<b>\$44,071</b>
<b>B</b>	<b>BA+15</b>	<b>\$35,574</b>	<b>\$39,574</b>	<b>\$46,799</b>
<b>C</b>	<b>BA+30 or MA</b>	<b>\$36,686</b>	<b>\$40,686</b>	<b>\$52,910</b>
<b>D</b>	<b>BA+45 or MA+15</b>	<b>\$38,354</b>	<b>\$42,354</b>	<b>\$55,803</b>
<b>E</b>	<b>BA+60 or MA+30</b>	<b>\$40,021</b>	<b>\$44,021</b>	<b>\$58,455</b>
<b>F</b>	<b>BA+75 or MA+45</b>	<b>\$41,689</b>	<b>\$45,689</b>	<b>\$61,294</b>
<b>G</b>	<b>Doctorate</b>	<b>\$43,807</b>	<b>\$47,807</b>	<b>\$64,833</b>
<b>❖ The maximum salary will adjust according to the changes in 301.</b>				

❖ *2008-09 Salary Schedule not yet confirmed at the time of the printing of this document.*

- ❖ **All certified staff receives additional dollars for proposition 301 Salary and Enhancement in addition to base salary. (Annual rate contingent upon Legislative approval.)**
- ❖ Teachers new to the District will be placed on the appropriate horizontal base step.
- ❖ New hires can receive an additional \$500 per year for up to 5 years experience.
- ❖ Additional longevity increment of \$500 to be included **after** 10 years, 15 years, 20 years and 25 years of service.
- ❖ Employees who received the additional \$1000 (top step) 1998-99 are not eligible for the 25 year longevity
- ❖ Bilingual/ESL Endorsements of:
  - \$1,000 – Bilingual
  - \$800 – Provisional Bilingual
  - \$800 – ESL
  - \$600 – Provisional ESL
- ❖ Special Education Stipends of:
  - Specific Learning Disability, Communication Disorder - \$2,000
  - MIMR/MOMR, MD, ED, Autistic - \$3,000
- ❖ National Board Certified Stipend - \$2,000
- ❖ An official transcript showing the degree or graduate hours earned must substantiate placement on any column for advancement.
- ❖ Advancement past column-C requires a Masters degree for personnel hired after July 1, 1984.

## 2007 – 2008 CERTIFIED NURSES SALARY SCHEDULE

LPN	RN	BSN	MSN
\$21,775.94	\$32,115.24	\$33,789.58	\$34,347.44
Max \$28,430.18	\$41,260.52	\$44,720.54	\$47,104.22

❖ *2008-09 Salary Schedule not yet confirmed at the time of the printing of this document.*

Nurses new to the District will be placed on the appropriate horizontal base step.

With this base we would give \$500 per year for up to 5 years experience for new hires.

This does not include 301 40% performance pay, which will be dispersed upon completion of performance goals.

This does reflect monies for the additional school day

Longevity increment of \$500 to be included after 10 years of service.

Additional longevity increment of \$500 to be included after 15 years of service.

Additional longevity increment of \$500 to be included after 20 years of service.

## **PROFESSIONAL GROWTH FOR HORIZONTAL MOVEMENT ON SALARY SCHEDULE**

1. All certified teachers must submit a completed Professional Growth Prior Approval form for any college courses or district-sponsored classes (for which no compensation was received) taken for advancement on the district salary schedule. The forms may be obtained from your school secretary.
2. Return the completed form to your building principal to be signed.
3. The completed form with the principal's signature can then be forwarded to the Human Resources Department.
4. Once approved by the Executive Director of Human Resources, keep your signed form until your course(s) is completed.
5. When you have finished the course work, present previously signed Prior Approval Form, along with a grade card or transcript, to the Human Resources Department to receive credit on the district salary schedule.
6. In order to receive credit on the District salary schedule for the beginning of the next school year, all information, including grade card and/or transcripts, must be received in the Human Resources Department no later than May 31st.

Should you have any questions, please contact Human Resources Department at 602-455-6747.

# PROP 301 PAY FOR PERFORMANCE PLAN

Current eligibility language:

"Teacher" means a person who holds a certificate from a state board of education who is employed by a school district or a person who is employed by a charter school or district as long as these persons devote **fifty percent** or more of their time in direct contact with students for the purpose of achieving the district or school's goals to increase student achievement.

Psychologists and administrators who devote less than fifty percent of their time to classroom teaching are excluded from this section.

Currently in Isaac: "teacher" means all classroom teachers, special education teachers, special area teachers, reading specialists/coaches, counselors, librarians and nurses.

- Leased (Smart Schools) employees only qualify for the Pay for Performance portion of the Prop 301 allocations (2<sup>nd</sup> 40%).
- Part time eligible employees will receive Prop 301 allocations in proportion to their assignment.
- Staff hired prior to October are eligible for 100% of the Performance Pay allocation.
- Staff hired after October 1<sup>st</sup> but before March 1<sup>st</sup> is eligible for 50% of the Performance Pay allocation.
- Staff hired after March 1<sup>st</sup> are not eligible for Performance Pay regardless of whether they meet all requirements.
- Staff resigning from the Isaac School District effective at any time during the academic school year will not be eligible for Prop 301 Performance Pay allocations.
- Non-benefited long-term substitutes qualify for the Prop 301 Performance Pay if they work at least 91 student contact days or one-half of the student contact days plus one.

## 1. ACADEMIC COMPONENT – 40%

### Individual Compensation Based on School Success

*Success on ANY ONE of the criteria below:*

- ✓ Site receives a "performing", "performing plus", "highly performing" or "exceeding" label from AZ Learns
- ✓ Site successfully achieves "Adequate Yearly Progress"
- ✓ Site successfully meets the AMO Confidence Interval, as defined by the Arizona Department of Education

## 2. STAFF DEVELOPMENT - 35%

### A. 15 clock hours - 20%

15 clock hours of professional development outside the normal workday that have received prior approval from the building Principal. Any hours beyond the contract (outside of the business day) that directly support the school improvement plan and/or district initiatives. For credit to be received, an agenda, minutes, attendance sheet and other supporting materials (i.e. power point, etc.) are to be turned into building main office no later than one week after the meeting date. Any credit based must be for staff who attend the complete meeting. Hours must be taken between July 1<sup>st</sup> and June 30<sup>th</sup> of the current school year. Courses submitted for 301 monies cannot be used for Professional Growth to advance on Salary Schedule.

Any courses that the district pays for or subsidizes your full tuition will not count for Prop 301 or for advancement on the salary schedule. They can be used for recertification.

## **PROP 301 PAY FOR PERFORMANCE PLAN (*continued*)**

### **STAFF DEVELOPMENT continued**

#### **B. 301 days - 15%**

Certified staff will attend two additional Professional Development Days (full six hours of classroom time) outside of the 2008 – 2009 calendar contract days (7/29/08 and 11/01/08). For extenuating circumstances, prior approval must be granted within 24 hours or 24 hours after the staff development day by notifying the Director of District Accountability.

No partial hours are accepted and both days must be completed in their entirety to be granted the 15%.

#### **3. STUDENT ATTENDANCE – 5%**

Student attendance rates for the first 100 days of school will be 94% or better.

#### **4. STAFF ATTENDANCE – 15%**

Certified staff members will use no more than **8** of their 12 allotted illness/personal leave days beginning on August 4, 2008 through June 5, 2009. Approved FMLA leave days will not count in the calculation of “number of days absent.”

#### **5. SATISFACTION SURVEY – 5%**

80% of parent surveys will be returned to each site.

Appeal process:

- Staff can appeal any or all of the components within 15 days of the final contract date.
- A hearing would be scheduled within 30 days of the request.
- The hearing committee is comprised of at least one classified staff member, one certified staff member, and one district office member.
- The hearing committee will make a recommendation to the Director of Human Resources

## **PROP 202 GAMING FUNDS COMMITTEE**

The committee is comprised of certified staff (proportional teacher appointment based upon member enrollment by the IDEA President and IFT President) and at least one administrator, appointed by the Superintendent or designee.

The 202 Gaming monies will be divided as indicated below:

1. Up to 50% will be spent on teacher salaries and paid out once a year (December). Gaming funds will be distributed to current employees only, and not those who are no longer with the district.
2. Up to 50% will be spent for instructional improvements (staff development, curriculum development).

Field trips will be primarily funded by tax credit earmarked for the district or specific classrooms. The district Maintenance and Operations fund will provide, as funds allow, a per pupil allocation, to be disbursed to each building site no later than October 1 of each year.

Building principal or designee is responsible to ensure that the 202 monies are equally distributed among all students. Any unused 202 Gaming funds will be reallocated back to the district into the following years budget.

Funds out of Maintenance and Operation (M&O) will be allocated on a per pupil basis for student field trips and library supplies, as the annual budget allows.

## **STIPEND PAY AGREEMENT**

Middle School Athletic Coaching stipends will be paid over 5 pays during the sport season. The stipend will be split evenly and added to the regular paycheck.

All other stipends shall be included on each certified contract. Certified staff members shall have a valid provisional or full BLE/ESL endorsement by May 31st to qualify for the stipend the following school year.

## **STAFF DEVELOPMENT**

Days will be designated in the calendar for the purpose of staff development. A representative committee of teachers at each site will meet with the site administration team to assist in the staff development training, which shall focus on school improvement and student achievement to assure compliance with NCLB mandates. This committee will design and implement staff development activities and evaluations.

## **ABSENCE REPORTING FOR *ALL CERTIFIED STAFF***

### **UNSCHEDULED ABSENCES:**

All certified staff is expected to report absences by no later than **6:30 a.m. the morning of the absence**. You must call **the Aesop System at 1-800-942-3767** or visit the Aesop website at [www.aesoponline.com](http://www.aesoponline.com) to report the absence and request a substitute. Aesop is in operation 24 hours a day, including weekends and holidays. If the machine does not answer, please leave absence information at our alternate reporting number (602-269-1537).

Staff will be asked to enter web ID, PIN #, and reason for their absence.

If staff is not returning the following day, they are expected to call the Aesop System.

Employees are expected to complete a *cause of absence form*\* upon their return to work and submit it to their Principal for signature. It will be forwarded to the Human Resources Department for signature and verification. The signed copy will be returned.

### **SCHEDULED ABSENCES:**

There are occasions when absences require prior approval from building Principals (personal necessity, school convenience and professional day). These are limited in number and are discouraged on Monday and Friday. Teachers are required to submit a *cause of absence form* for approval prior for these leaves. These forms should be submitted at least 3 days in advance of the absence. They will be forwarded to the Human Resources Department for signature and approval. The signed copy will be returned.

Procedures for reporting scheduled absences are the same as unscheduled absences.

**\*Cause of absence forms are available from your school secretary.**



## SUBSTITUTE TEACHERS' GUIDELINES

The district shall maintain a list of qualified persons sufficient to serve as substitutes for teachers who may be absent. The district shall provide substitutes from the list whenever possible for all regular education, special education, and special area classes. Only in case of an emergency shall a teacher be requested to cover for an absent teacher.

### COMPENSATION FOR SUBSTITUTING

#### Certified Split Pay

**Elementary Grades:** If a substitute is not provided for a teacher and students are equally divided among grade level(s) or team(s) the teachers will:

- (1) not receive more than 4 additional students and will not be financially compensated;
- (2) In the event, due to unusual circumstances, a teacher or teachers receive 5 or more students for 4 or more hours for a full day (3 or more hours for a half day), those teachers will equally divide the daily substitute rate of pay among them.

**Middle Schools:** If a substitute is not provided for a teacher and another teacher(s) is/are given the full class and/or loses his/her/their planning period, those teachers shall equally divide the daily substitute rate of pay among them.

This applies only to staff who have teacher certification (regular, substitute, emergency).

\_\_\_\_\_  
Certified Chair

\_\_\_\_\_  
Administrative Chair

\_\_\_\_\_  
Classified Chair

Teachers will be required to record and keep track of their compensation on the approved form (see page a). Principals will be required to verify days with their signature. **Compensation will be paid quarterly.** The approval forms must be attached to a payroll request form and submitted to the payroll office by the last day of each quarter. Compensation for substituting will be included on a regular paycheck. If a teacher fails to submit the form by the due date, compensation will not be received for that quarter.

OR

Teachers with less than 200 hours of accumulated sick leave may opt to accumulate one hour of sick leave per day. Once total accrual reaches 200 hours, then the pay option must be initiated.

# LEAVE POLICY

## LEAVE PROVISIONS:

### 1. ILLNESS AND INJURY LEAVE:

Full-time certified employees shall be entitled to 12 days leave with full pay for each school year for purposes of personal illness or injury, personal necessity or family illness. Certified employees who work less than full-time shall be entitled to that portion of the 12 days leave as the number of hours per week of schedule duty relates to the number of hours for full-time certified employees in a comparable position.

If a certified employee does not utilize the full amount of leave as authorized in any school year, the amount not utilized shall be accumulated from year to year. Upon request by district administration, the certified employee shall be required to present a medical doctor's certificate verifying the personal illness or injury and a medical authorization to return to work. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the superintendent or designee, after notice to the certified employee may refuse to grant such leave. **Reference Isaac Governing Board Policy GCCA.**

### 2. PERSONAL NECESSITY LEAVE

Leave, which is credited under this policy, may be used at the certified employee's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed 3 days in any school year. Requests for personal leave must be received at least two working days prior to the first day of leave and must be approved by the appropriate supervisor, except for cases of death or accident. Should the circumstances of death in the family or accident arise, the employee shall make every effort to comply with district procedures to enable the district to secure a substitute. The District discourages the use of personal necessity days on Mondays and Fridays. **Reference Isaac Governing Board Policy GCCB.**

### 3. BEREAVEMENT LEAVE

An employee may be granted, upon request to the Superintendent, up to five (5) days of leave per year, with pay, to be used in the event of death in the employee's family as defined in **GCCA**. (Spouse, children, parents, siblings, grandparents, grandchildren, like relations created by marriage e.g. stepchild, in-laws.)

Extensions for bereavement leave may be granted upon personal request to the Superintendent. If approved, all such extensions of bereavement leave will be deducted from the employee's earned sick leave.

In the absence of any accumulated sick leave, and upon request, the Superintendent may approve an unpaid leave of absence for each day of extended bereavement leave used.

The employee must complete the Bereavement Leave Request Form (p. b) within 5 working days upon return from bereavement leave or leave time will be deducted from employee's accumulated sick leave, or docked if employee does not have sufficient sick leave. **Reference Isaac Governing Board Policy GCCH.**

#### **4. FAMILY MEDICAL LEAVE (FMLA)**

The District shall fully comply with the Family and Medical Leave Act and all interim and final regulations interpreting the FMLA issued by the U.S. Department of Labor. Accordingly, all portions of this policy that pertain to the FMLA shall be interpreted in a manner consistent with the FMLA and its regulations. Subject to the conditions set forth herein, any eligible employee of the District may take up to 12 weeks of leave (FMLA leave) during any one fiscal year (July 1 to June 30), without pay, for any one or more of the following reasons:

- Because of the birth of a child of the employee and in order to care for such child.
- Because of the placement of a child with the employee for adoption or foster care.
- In order to care for the spouse or a son, daughter, or parent of the employee, if such person has a serious health condition.
- Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Serious medical condition means an illness, injury, impairment, or physical condition that involves inpatient care in a hospital, hospice, or residential medical facility, or outpatient care with continuing medical treatment by a licensed physician. Any employee who has been employed by the District at least 12 months and who has completed at least 1,250 hours of service immediately prior to the time the leave is to commence shall be eligible for FMLA leave. **Reference Isaac Governing Board Policy GCCC.** (Approved FMLA leave days will not count in the calculation of "number of days absent.")

#### **5. JURY DUTY**

Certified employees will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the certified employee. The certified employee shall submit a written request for an approved absence no less than 10 working days prior to the beginning date of the leave or as a witness. The certified employee, while serving jury duty, will receive pay in the amount of the difference between the certified employee's earnings and any amount received for jury services. **Reference Isaac Governing Board Policy GCCD.**

#### **6. OTHER LEAVES WITHOUT PAY**

Upon recommendation of the superintendent and approval by the Governing Board, leave without compensation, increment, seniority or tenure credit, may be granted for a period of up to one school year. The applications for and granting of such leaves of absence shall be in writing. In addition, a teacher on such leave shall notify the district human resources office by March 15<sup>th</sup> of the school year as to intent to return to employment in the district. Failure to notify the district will be considered an abandonment of position. **Reference Isaac Governing Board Policy GCCC.**

## **7. TEACHER ASSOCIATION/TEACHER UNION LEAVE**

Upon request and 48 hours advance notice, the IDEA/IFT shall receive a maximum of 10 total days of release time. The IDEA/IFT agrees to pay the cost of substitutes secured during this time. The Superintendent, as needed, may approve additional time.

## **8. MILITARY LEAVE**

An employee who is a member of the Military Reserve or National Guard shall be entitled to a leave of absence without loss of time, pay or efficiency rating when engaged in field training. A.R.S. 26-168 and 38-610 will determine the maximum amount of leave time.

It is the responsibility of the employee to notify the Superintendent at least ten days prior to the beginning of such leave except when such notification is not possible.

**Reference Isaac Governing Board Policy GCCD.**

## **9. MEDICAL LEAVE ASSISTANCE PROGRAM**

The District recognizes the existence of circumstances under which non-job-related, seriously incapacitating, and extended illnesses and injury may exhaust accrued leave of certified employees. To provide some measure of relief in such situations, a limited mechanism, based upon voluntary transfer of accrued leave, is established.

**Reference Isaac Governing Board Policy GCCG.**

## **TRANSFER POLICY**

1. For purposes of this provision, transfer shall be defined as a permanent change in work site from one school site to another or from one job classification to another. This policy shall not apply to reassignments within the same school site and job classification.
2. Transfer of a teacher may be initiated by the district administration at any time whenever such transfer is in the best interest of the district as defined by district administration.
3. Any teacher on an Improvement Plan will not be eligible for a voluntary transfer.
4. A teacher affected by a transfer shall be given notice as soon as administratively feasible and a conference will be held between the appropriate administrator and the certified employee in order to discuss the reasons for the transfer. The employee will have the right to representation.
5. District management will post in the district office, electronically and in school offices a list of all known vacancies. For the purposes of this policy, a vacancy is defined as a position declared vacant by the administration for any of the following reasons:
  - Personnel previously holding the position who left the employment district through resignation, dismissal, retirement or death.

- Personnel previously holding the position who assumed a new position within the district.
  - Enrollment growth or program development, which causes the establishment of an additional position.
6. Upon transfer initiated by the school district, the teacher will be given three days for preparation.
  7. Upon reassignment within the same school the teacher will be given two days for preparation.
  8. Any certified employee being transferred during the upcoming school year must be notified of the transfer prior to June 15<sup>th</sup> unless unusual circumstances arise.
  9. Upon transfer initiated by the school district, the district shall provide moving assistance if requested by the teacher.

## **VOLUNTARY TRANSFER**

1. For the purpose of this provision, transfer shall be defined as a permanent change in work site from one school site or from one job classification to another. This policy will not apply to reassignment within the same school site and job classification.
2. Transfers may be initiated upon written request to employee's immediate supervisor by May 15<sup>th</sup> (see form on p. c).
3. Upon request, a conference may be set up by the certified employee or Executive Director of Human Resource to discuss the reasons for the request.
4. Transfers will be considered when the move is in the best interest of
  - the school district
  - the school site
  - the teacher initiating the transfer
5. It is not the intent of this procedure that teachers within the district are guaranteed a transfer merely upon request. Teachers presently in the district will, however, be guaranteed first consideration for any positions within the district for which they request a voluntary transfer.
6. Employees who request voluntary transfers, but do not receive consideration, shall be notified in writing that their request was not granted.
7. Any teacher on an improvement plan will not be eligible for a voluntary transfer.
8. Any certified employee being voluntarily transferred for the coming school year must be notified in writing of the transfer prior to June 15<sup>th</sup> unless unusual circumstances arise.
9. Transfer requests will not be carried over for another year. Employees desiring a transfer must submit a new request each year.

## VACANCIES

District management will post in the district office, electronically, and school offices a list of all known vacancies. For the purpose of this policy, a vacancy is defined as a position declared vacant by the administration for any of the following reasons:

- Certified employees previously holding the position left the employment of the district through resignation, dismissal, retirement or death.
- Certified employees holding the position assumed a new position within the district.
- Enrollment growth or program development causes the establishment of an additional position.

The Human Resources department shall post all vacancies as soon as they occur. Postings shall include:

- required certification
- education requirements or required experience (for assignments with neither specified certification nor education requirements)
- affirmative action requirements
- job requirements
- work location
- date to be filled

## STAFF GRIEVANCES

Effective communication between District employees, the administrative staff, and the Board is essential for proper operation of the schools. The Governing Board, therefore, authorizes the Superintendent to establish a grievance procedure for employees as the prescribed means of resolving grievances at the earliest date and the lowest possible administrative level.

Such procedure shall provide for Board review of any grievance that cannot be resolved at the administrative level. In such instances, the affected individual may request that the Governing Board review the situation. Such request shall be in writing and shall contain the basis for the appeal, including the act or acts out of which the grievance arose, identification of the Board policies and/or administrative regulations involved, and the remedy sought. Within five (5) working days following notification of the Superintendent's decision, any written request for appeal shall be submitted to the Superintendent for transmittal to the Board. The Governing Board shall review the grievance and issue a response within fifteen (15) working days following such review.

The decision of the Governing Board is final.

*Adopted:*      date of manual adoption

LEGAL REF.: A.R.S. 38-532

## STAFF GRIEVANCES

### Definitions

A *grievance* is a complaint by a District employee alleging a violation or misinterpretation, as to the employee, of any District policy or regulation that directly and specifically governs the employee's terms and conditions of employment. The term *grievance* shall not apply to any matter for which the method of review is prescribed by law, or the Governing Board is without authority to act. The suspension or dismissal of employees is covered by statute and, therefore, is not a grievable matter. Assignment, reassignments, or transfer of an employee to another position or duties is not grievable beyond the Superintendent unless there is a reduction in compensation or the Superintendent requests that it goes to the Board.

A *grievant* shall be any employee of the District filing a grievance.

*Terms and conditions of employment* mean the hours of employment, the compensation therefore, including fringe benefits, and the employer's personnel policies directly affecting the employee. In the case of professional employees, the term does not include educational policies of the District. A *day* is any day during which the District conducts business. The *immediate supervisor* is the lowest-level administrator having line supervisory authority over the grievant.

### Informal Level

Before filing a formal written grievance, the grievant must attempt to resolve the matter by one or more informal conferences with the immediate supervisor. The first of these informal conferences must be conducted within ten (10) days after the employee knew, or should have known, of the act or omission giving rise to the grievance. A second or any subsequent conference must occur within five (5) days after the initial informal conference, or any subsequent conference and the employee is entitled to representation.

### Formal Level

**Level I.** Within fifteen (15) days after the employee knew, or should have known, of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate supervisor.



**REGULATION****REGULATION**

The grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, a citation of the specific article, section, and paragraph of the policy or regulation that directly and specifically governs the employee's terms and conditions of employment that are alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance.

Within the above time limits either party may request a personal conference to attempt to resolve the matter and the employee is entitled to representation.

**Level II.** In the event the grievant is not satisfied with the decision at Level I, he may appeal the decision to the Associate Superintendent for Teaching and Learning within ten (10) days after receiving the Level I decision. The written appeal shall contain the following:

- A copy of the original grievance.
- The decision rendered at Level I.
- A clear, concise statement of the reasons for the appeal.

The Associate Superintendent of Teaching and Learning shall communicate a decision in writing to the grievant, with a copy to the Superintendent, within ten (10) days after receiving the grievance. The grievant may request a hearing at this level and is entitled to representation.

**Level III.** In the event the grievant is not satisfied with the decision at Level II, the decision may be appealed to the Superintendent within five (5) days after receipt of the decision.

The appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits. The grievant may request a hearing at this level, and is entitled to representation.

**Level IV.** If the grievant is not satisfied with the decision at Level III, the grievant may, within five (5) days, submit an appeal in writing to the Superintendent for consideration by the Governing Board.

## General Provisions

**Section 1.** Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the decision rendered at that step, and there shall be no further right of appeal. Failure to file a grievance within fifteen (15) days after the employee knew, or should have known, of the circumstances upon which the grievance is based shall constitute a waiver of that grievance.

**Section 2.** The filing or pendency of any grievance under the provisions of this policy shall in no way operate to impede, delay, or interfere with the jurisdiction of the Governing Board or the Superintendent.

**See Staff Grievance form on page 30**



**PROFESSIONAL/SUPPORT STAFF  
BEREAVEMENT LEAVE**

**REQUEST FORM**

Limited to the death of a spouse, grandparents, children, grandchildren, parents, siblings, or like relations created by marriage (e.g., stepchild, father-in-law, etc.).

I, \_\_\_\_\_, certify that \_\_\_\_\_,  
NAME OF EMPLOYEE NAME OF DECEASED

my \_\_\_\_\_, passed away on \_\_\_\_/\_\_\_\_/\_\_\_\_.  
RELATIONSHIP OF DECEASED DATE

I hereby request \_\_\_\_\_ of bereavement in order to attend the funeral services to  
NO. OF DAYS

be held on \_\_\_\_/\_\_\_\_/\_\_\_\_ in \_\_\_\_\_.  
DATE CITY STATE

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
SUPERVISOR DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
EXECUTIVE DIRECTOR OF HUMAN RESOURCE DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

This form must be completed within 5 working days upon return from bereavement leave or leave time will be deducted from employee's accumulated sick leave, or docked if employee does not have sufficient sick leave.



**STAFF GRIEVANCES**

LEVEL I

GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

To be completed by grievant within five 5 days after the last informal conference but no later than fifteen (15) days after the employee knew or should have known of the act or omission giving rise to the grievance.

Grievant \_\_\_\_\_ Date of last informal presentation \_\_\_\_\_

School \_\_\_\_\_ Immediate Supervisor \_\_\_\_\_

Assignment \_\_\_\_\_

Policy or regulation alleged to have been violated \_\_\_\_\_

Statement of grievance:

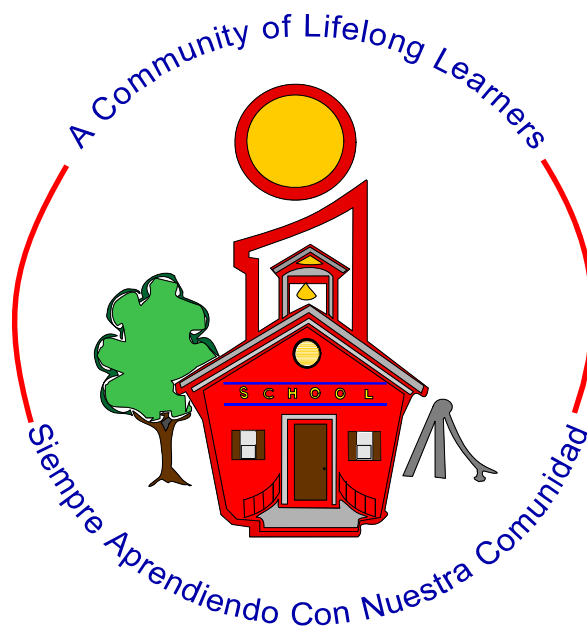
Action requested:

\_\_\_\_\_  
Signature of grievant



# ISAAC SCHOOL DISTRICT NO. 5

## ***CERTIFIED EMPLOYEE AGREEMENT***



**2008-2009**



**MEMO OF AGREEMENT**  
**Study Committee for Trimester Calendar 2009-10**

1. The study committee will be established by August 29, 2008
  2. Committee members will be comprised of 2 certified employees, 2 classified employees and 2 administrators from the 2007-08 and/or 2008-09 IBN Teams.
  3. The purpose of the committee will be to study the trimester calendar model for possible adoption for the 2009-10 school year.
- (2) The Study Committee will bring a recommendation to the IBN team by October 29, 2008.

\_\_\_\_\_  
Certified Chair

\_\_\_\_\_  
Administrative Chair

\_\_\_\_\_  
Classified Chair

**MEMO OF AGREEMENT**  
**Planning Time**

Every teacher has a minimum of 30 minutes uninterrupted planning/preparation time daily, unless impacted by staff absences or another emergency. If a site can not provide 30 minutes of uninterrupted planning time daily, a scheduling team composed of an administrator/s and teacher/s from the IBN Team will provide assistance. If the planning time is still not possible, written rationale will be provided.

\_\_\_\_\_  
Certified Chair

\_\_\_\_\_  
Administrative Chair

\_\_\_\_\_  
Classified Chair

**301 PAY OUT**

- 1. Academic Component – 40%** will be paid to qualified teachers in late November or December.
- 2. Other Four (4) Components – 60%** will be paid to qualified teachers in July.

**Pay Out for Four (4) Components:** Pay out for the four (4) Components (60%) will be calculated as if all teachers would receive each component. Only qualified teachers for each component will receive the pay out.

Any money remaining in the fund will be rolled over to be used in the next fiscal year's calculations.

\_\_\_\_\_  
Certified Chair

\_\_\_\_\_  
Administrative Chair

\_\_\_\_\_  
Classified Chair

**SICK LEAVE – INJURY AT WORK**

**MEMO OF AGREEMENT  
Sick Leave – Injury at Work**

A Sub Committee of an administrator, classified representative, certified representative appointed by IDEA president and Finance Consultant will be established to develop procedures for job-related injuries and other benefits-related issues. The Sub Committee's recommendation(s) will be completed by August 1, 2008. The Sub Committee's recommendation(s) and other unresolved issues will be presented to the IBN Team at its first meeting.

Recommendations approved by IBN will be included in the appropriate Handbook(s)/IBN Agreement(s).

\_\_\_\_\_  
Certified Chair

\_\_\_\_\_  
Administrative Chair

\_\_\_\_\_  
Classified Chair

**MEMO OF AGREEMENT**  
**Professional Learning Communities**

The Isaac School District Community believes in the importance of implementing effective Professional Learning Communities (PLC) at all sites. A Professional Learning Community is defined as "a collegial group of administrators and/or school staff who are united in their commitment to student learning".

Each site administrator will strive to provide PLC time to teachers in addition to the established individual preparation and planning time within the school day. The content of these PLCs will be determined by the site administrator. When these PLCs are directed by the site administrator and are held beyond contract hours, the teachers will be compensated with either "Hours Beyond Contract" or Proposition 301 Pay for Performance clock hours.

\_\_\_\_\_  
Certified Chair

\_\_\_\_\_  
Administrative Chair

\_\_\_\_\_  
Classified Chair

**CUSTOMER SERVICE**

**MEMO OF AGREEMENT**  
**Customer Service**

A Customer Service Committee will be established by the end of the first IBN meeting, which will be held no later than the end of the first academic quarter. The committee will meet bi-quarterly with a schedule developed at their first meeting.

This committee will consist of 3 members, a certified representative appointed by the IDEA president, an IBN classified representative, and an IBN administrative representative.

The purpose of the committee is to act as a liaison to district leadership for employees to express their specific concerns with district customer service.

The Customer Service Committee will develop the procedures and protocols including responsiveness and validation of concerns for the operation of the committee and employees expressing their concerns.

\_\_\_\_\_  
Certified Chair

\_\_\_\_\_  
Administrative Chair

\_\_\_\_\_  
Classified Chair