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ARTICLE THREE

ASSOCIATION AND EMPLOYEE RIGHTS

3-1 Facilities

- A.** The Association and its representatives shall be permitted to transact Association business on school property and have the right to use school facilities at reasonable times, provided it does not interrupt scheduled classroom activities or other school functions.
- B.** Association meetings may be held in school facilities at any reasonable time that does not interfere with scheduled classes or other school functions. Whenever an Association meeting will be scheduled during the workday at a school, arrangements for the meeting should, as a professional courtesy to the building administrator, be made no later than the day prior to the meeting.

3-2 Communications

- A.** The Association and its representatives shall have the right to post notices of activities and matters of Association concern on bulletin boards. Space on at least one such bulletin board shall be provided in each school building.
- B.** The Association shall have the right to use mail boxes, and the District delivery service for communications to and from MBUs.
- C.** The Association shall, upon request, be granted time at faculty meetings to present reports and announcements.
- D.** The Association and the District shall jointly plan and conduct the orientation program for newly hired MBUs.
- E.** As respects to Section 3-2-A and 3-2-B above, such use of bulletin boards or mail boxes shall be limited to Association matters authorized by a responsible Association representative, as evidenced by the Association logo. The responsible supervisor at the building, or his/her designee, shall be given a copy of matters posted or deposited in mail boxes prior to actual posting or depositing. Documents deposited or posted may not include any defamatory material or advocate insubordinate acts.

3-3 District Information

- A.** The District agrees to furnish the Association available information concerning the financial resources of the District, including but not limited to financial reports, tentative budgetary requirements and allocations, agendas and minutes of Board meetings and seniority lists. The District also agrees to provide the Association with information needed by the Association to develop constructive negotiation proposals, provided, however, that the District shall not be required to prepare reports or surveys. The District further agrees to provide the following information to the Association:
 - 1.** Names, addresses, assignments and work sites of all MBUs hired by the District within 20 days of the date the individual starts working or the Board approves the contract, whichever is earlier;
 - 2.** All vacancy notices will be sent to the Association on the first day of each week;
 - 3.** Lists of all completed transfers on the first day of each month;
 - 4.** Lists of all reinstatements, replacements, new positions and contract changes by the third Wednesday of each month;
 - 5.** Lists of all terminations, resignations, retirements, leaves of absence and any other separations by the third Wednesday of each month;
 - 6.** Lists showing MBUs assigned to each building by October 1.

7. Lists of all extra duty assignments, including name, school, assignment and extra duty assignment by November 1 of each year;
 8. Lists of substitutes in alphabetical order by October 1 of each year;
 9. Seniority lists by date of hire and alphabetical order by October 1 and March 1 of each year;
 10. Class size lists per MBU by building by October 15th of each year;
 11. Lists of the specific administrators responsible for the distribution, preparing and compiling of the data listed in the Consensus Agreement by August 1 of each year.
- B. The Association shall receive copies of appropriate new or modified fiscal, budgetary or construction programs at such times as they are transmitted to Board members for final actions.
- C. All other information requested from the District will be provided to the Association in a timely manner.

3-4 **TEA Representatives**

CURRENT LAW PROHIBITS THE DISTRICT FROM COMPENSATING EMPLOYEES FOR PERFORMING ASSOCIATION BUSINESS. HOWEVER, THE DISTRICT WILL MAKE EVERY EFFORT TO ACCOMMODATE THE EMPLOYEES' USE OF FLEX TIME OR PERSONAL LEAVE FOR THE FOLLOWING ACTIVITIES.

- A. Members of the TEA Board of Directors and members of official committees shall be permitted to leave the buildings at students' dismissal time in order to attend scheduled Association business.
- B. Past practice concerning released time for TEA representatives shall be continued for AEA Delegate Assembly, time spent as a member of the TEA Bargaining Team, and TUSD/TEA consultations or involvement in a third step grievance hearing or arbitration proceeding. No individual shall be entitled to more than twenty (20) days of released time per school year for TEA/AEA/NEA activities, except time spent as a member of the TEA Bargaining Team, in TUSD/TEA consultations or involvement in a third step grievance hearing or arbitration proceeding shall not be counted in the twenty (20) day limitation.
- C. The following released time shall be provided and substitute salary shall be paid by the Association:
1. Released time requiring substitutes and requested for members of the Association's bargaining team prior to March 1.
 2. Released time requests requiring substitutes which exceed forty (40) days. The following released time will not be included in those forty days:
 - a. AEA/NEA delegate assembly;
 - b. Time spent as a member of the Association's bargaining team on or after March 1;
 - c. TUSD/TEA consultations;
 - d. Level III grievances or arbitrations.
- D. TEA will notify in writing the ~~Executive Director of Human Resources~~ **CHIEF HUMAN RESOURCES OFFICER** in advance of released time requests. If the request is for AEA/NEA Delegate Assembly, time spent as a member of the bargaining team; a TUSD/TEA consultation; or a Level III grievance/arbitration, the written notification will indicate the reason.
- E. The Association will provide the District with the names of Association Representatives in each building and those members of official committees by October 15 and February 15 of each year of this Agreement.

3-5 Association President and Vice President

The Association President and Vice President shall be entitled to a paid leave during the term of his/her office, and shall not suffer a loss of benefits. The Tucson Education Association shall reimburse the District for the cost of the paid leave and benefits.

3-6 Notification

The District will ~~print under the same cover~~ **POST ON ITS WEBSITE BOTH** the White Collar/Food Service and Consensus Agreements ~~for employees in the bargaining units~~ **WITHIN** thirty (30) calendar days from the date of Board ~~ratification~~ **APPROVAL AND RATIFICATION BY THE ASSOCIATION**. ~~500 copies of the employee agreements will be provided to the Association for distribution. Upon request, the District shall provide a copy to each new employee hired during the year. The Association shall pay \$175 towards the cost of printing the employee agreements, and should they request additional copies during the term of this agreement, the cost will be paid by the Association. All bargaining unit agreements are available on the TUSD website.~~

3-7 Payroll Deduction

- A. Upon receipt of written authorization from individual MBUs, the Board agrees to deduct from the salary of members of the Tucson Education Association the annual amount due and payable by the MBU as now fixed and as hereafter increased or changed as certified by the Association. The Board further agrees to promptly transmit all such monies so deducted to the Association on a bi-monthly basis.
- B. The MBU's written authorization shall remain in effect during the term of employment of the MBU unless he/she revokes his/her authorization. Revocation shall be accomplished exclusively in the following manner: The individual MBU shall initiate the requested revocation by providing written notice to the Association no later than August 1 of each year. The Association shall submit all revocations received by August 1 to the District no later than September 1 of each year.
- C. The deductions shall be made in equal amounts starting with the first full pay period after the start of the school year, or the first full pay period after the District receives the MBU's authorization.
- D. If authorized by the individual MBU in the event the MBU's employment is terminated by resignation or otherwise, the balance of dues for that year shall be deducted from the final salary warrant. If the balance due the Association is greater than the final salary warrant, the Board neither has liability for the difference, nor any obligation to recover said amount for the Association. In addition, the Association agrees to indemnify the Board against any actions taken by any person for making any payroll deductions as specified in this Article.

3-8 Consultation

Upon request of the Association or the District, the Association and the District agree to meet and consult at least once per month. Topics of discussion shall include matters of concern to either party. Released time may be granted to allow MBUs to participate in TUSD/TEA consultations.

3-9 Exclusivity

- A. All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.
- B. The District may consult with any individual or organization on any topic, but will negotiate only with the Tucson Education Association.
- C. As the exclusive representative of employees as defined in Article 1-3, Tucson Education Association (TEA) is obligated to represent in good faith all employees in the bargaining unit as defined in Article 1-21.

- D. The Association shall indemnify and save harmless the District from and against any and all claims, damages or suits or other forms of liability which may arise out of or by reason of any action taken by the District or the Association for the purposes of complying with this Article.

3-10 Committees

- A. Information regarding District committees formed to make recommendations which impact MBUs' terms and conditions of employment will be provided to the Association. Such committees will include Association participant(s). Recommendations for Association participant(s) will be made to the Superintendent by the Association President.
- B. The District and the Association agree to have the following three standing committees for the term of this Agreement. The purpose of each is stated below:
 - 1. Review of Exceptional Education Issues
 - 2. ~~Using Interest Based Bargaining to review and update both the Consensus Agreement and the White Collar/Food Service Agreement~~ **PROFESSIONAL DEVELOPMENT COMMITTEE AS OUTLINED IN ARTICLE 19-3**
 - 3. Classroom Site Fund Planning Committee

Each committee shall be composed of **UP TO** eight (8) members, four (4) members appointed by the Superintendent and four (4) members appointed by the TEA president. The committee will begin meeting no later than October 1. Each committee will provide, upon request, a quarterly update to the superintendent, and will present its final findings and recommendations to the Superintendent and TEA by January 15. **IF APPLICABLE**, the joint committees will forward their recommendations to the TUSD and TEA bargaining teams for consideration when negotiating successor agreements.

3-11 Representation

- A. Upon request, a MBU has the right to representation for the following:
 - 1. Grievance procedures;
 - 2. When receiving any disciplinary action;
 - 3. When discussing an evaluation;
 - 4. When reviewing MBU's personnel file.
- B. The MBU shall be responsible for arranging representation prior to the scheduled meeting. The District shall afford the MBU reasonable time to make such arrangements, should representation be desired by the MBU, unless immediate action is necessary as in 16-3-C.
- C. If postponement of a meeting occurs in order to obtain a representative, that delay shall not invalidate the evaluation and no action shall be taken with respect to the MBU until a representative of the association is present, unless immediate action is necessary as in 16-3-C.

3-12 Complaints

Any complaints regarding a MBU which may have an effect on the MBU's evaluation, continued employment, or which may result in disciplinary action, that are made to the administration by any parent, student, or other person, shall be in writing and a copy shall be furnished to the MBU within five (5) days. Said MBU shall have the right to respond in writing within five (5) days, and the response shall be reviewed by the administrator and attached to the complaint. Should the complaint result in disciplinary action, the discipline shall be issued within five (5) days from receipt of the response and the source of the complaint will be disclosed to the MBU.

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ARTICLE SEVEN
Article Amended by Agreement September 14, 2010

VACANCY RECRUITMENT AND SELECTION

7-1 Vacancy Criteria

To provide the best quality education for students and improve morale for individual MBUs, the criteria for voluntary transfers shall be as follows:

- A. Meet the economic, educational or affirmative action needs of the District.
- B. A transfer shall not be used as a substitute for evaluation or disciplinary action. A transfer in no way reflects on the competency or the qualifications of any MBU transferred for any reason.
- C. All qualified, eligible applicants may apply for vacancies during the specified posting period.

7-2 Posting Criteria

- A. Each vacancy posting, except an extra duty vacancy, shall include:
 - 1. School, position, grade/subjects or subject to be taught;
 - 2. District, State and/or Federal Certification requirements;
 - 3. District, State and/or Federal Endorsement requirements;
 - 4. District and/or North Central Education and/or training requirements;
 - 5. District, State or Federal Affirmative Action requirements;
 - 6. Performance Responsibilities, including programmatic needs; and
 - 7. Date job begins.
- B. Vacancies shall be posted on the TUSD website and in the Human Resources Department.
- C. No vacancy notice shall be constructed in an arbitrary or capricious manner or without basis in fact.
- D. Vacancies shall be filled within fifteen (15) days from close of posting.

7-3 Applicant Criteria

- A. To be considered for a vacancy, the applicant must meet the following criteria:
 - 1. District, State and/or Federal Certification requirements;
 - 2. District, State and/or Federal Endorsement requirements;
 - 3. District and/or North Central Education and/or training requirements;
 - 4. District, State or Federal affirmative action requirements;
 - 5. Performance responsibilities, including programmatic needs.
- B. ~~District-Initiated Transfers (DITs)~~ and MBUs returning from a Board approved Leave of Absence of more than one year, will be referred to the TUSD website or provided a list of vacant positions **AT THE TIME THEY SUBMIT THE REQUIRED PAPERWORK TO RETURN TO WORK.**
- C. **MBUS WHO HAVE BEEN REDUCED FROM THEIR SITES AND THOSE WHO ARE AT A SITE THAT HAS BEEN DECLARED A NEW SCHOOL MAY APPLY FOR POSTED VACANCIES.**
- ~~C.~~ D. Any MBU who is involved in a Plan for Improvement may be prohibited from transferring.

7-4 Vacancies Advertised from Labor Day through the End of the School Year:

Vacancies advertised from Labor Day through the end of the school year shall be filled with temporary contract new hires. If there are no qualified new-hire applicants, vacancies may be re-advertised for MBUs.

7-5 Filling Vacancies for the Following School Year:

A ~~By March 15~~ **FEBRUARY 1**: Letters of Intent to Re-Employ shall be issued to temporary contract teachers selected to fill a budgeted, vacant position at their site. MBUs on temporary contracts who are notified by March 15 of the District's intent to re-employ for the following school year are considered MBUs for the purpose of filling vacancies for the following school year. The decision as to issuance of a letter of intent to re-employ for the following school year is left to the sole discretion of the District.

B ~~By the second week in March~~ **FEBRUARY 15**: vacancies shall be advertised for all new positions, positions created due to separations or leave of absence, and those not filled by temporary contract teachers (those not issued a letter of intent to re-employ by ~~March 15~~ **FEBRUARY 1**).

~~**C.** Beginning the first working day in July **MAY 19**: unassigned MBUs may be assigned to a position in accordance with 8-4 E.~~

~~**D. C.** Until the first working day in July 1: MBUs may apply as voluntary transfers.~~

7-6 Candidate Selection/Interviews for Vacancies FOR THE FOLLOWING SCHOOL YEAR AND Advertised Between ~~March 1 and July~~ THROUGH THE BEGINNING OF THE SCHOOL YEAR:

A. The six most senior MBUs who apply and meet the posting criteria shall be guaranteed an interview. After interview and consideration of the MBU applicants by the administrator and the interview committee, additional applicants, including MBUs and/or new hire applicants, may be interviewed and considered.

B. In order to be considered for the vacant position, the applicants shall make themselves available for the scheduled interview. Interviews during off-contract time may be conducted by conference call if the MBU requests and makes such arrangement prior to the scheduled interview time.

C. MBUs shall be allowed time off to interview for another Consensus Agreement position in TUSD.

D. The school council shall determine guidelines regarding the composition of the interview committee(s), based on the grade level and/or content area of the position advertised.

E. The site administrator will include the same interview committee members in all interviews for any one posting.

F. The site administrator shall then consider the choice(s) of the interview committee and may select a candidate from the referred applicants. If the administrator rejects the recommendation of the interview committee, he/she shall state in writing the justification for such decision to the committee. The interview committee shall then reconsider the previously interviewed candidates. The site administrator is responsible for the final recommendation of a candidate to fill a vacancy.

7-7 Candidate Notification

A. 1. MBUs referred for interview will be notified of selection or non-selection within fifteen (15) days of the position being filled or withdrawn.

2. MBUs will receive written notification from the Human Resources Department when they have been selected to fill a vacant position. The MBU will have two (2) days from date of receipt to decline the position. Failure to decline denotes acceptance.
- B.** When a MBU has been selected as the successful candidate for a vacancy during the school year, the MBU shall be allowed two (2) working days to complete the transfer of their materials to the new location.

7-8 Extra Duty

- A.** All extra duty vacancies listed in Article 29-1, 29-2 and 29-4 (except as provided in 7-8-C) shall be filled by MBUs, providing they meet the following criteria:
1. District experience requirements;
 2. District, State or Federal Affirmative Action requirements;
 3. Performance Responsibilities;
 4. District, State and/or Federal certification requirements.
- B.** Each extra duty vacancy posting shall include:
1. School;
 2. Extra Duty;
 3. District, State or Federal Affirmative Action requirements;
 4. District experience requirements;
 5. Performance Responsibilities;
 6. Stipend to be paid;
 7. Date job begins;
 8. District, State and/or Federal Certification requirements.
- C.** The six most senior MBU's who apply and meet the posting criteria shall be guaranteed an interview for any high/middle school coaching vacancy. After interview and consideration of the MBU applicants by the administrator and the interview committee, additional applicants, including MBU's and/or new hire applicants, may be interviewed and considered.
- D.** Each student council, vocal music and safety patrol assignment in an elementary school shall be posted only within that school.
- E.** The following extra duty vacancies in middle schools shall be posted only within the school where the extra duty vacancies occur: audio visual; student council; newspaper and yearbook; and spirit line.
- F.** The following extra duty vacancies in senior high schools shall be posted only within the school where the extra duty vacancies occur: class sponsor; student council; Manager of Interscholastic Activities and Spirit Line. Head librarian, department chairperson, newspaper, yearbook and debate/speech shall be posted only within the school where the vacancy occurs if they are not combined with a teaching vacancy.
- G.**
1. Only the following extra duty vacancies may be combined with teacher vacancies: Head librarian; department chairperson; middle and senior high school fine arts; and senior high school newspaper, yearbook and debate/speech.
 2. Extra duty positions that are combined with teaching positions shall be posted and filled in accordance with Sections 7-1, 7-2, 7-3, 7-4, 7-5, 7-6, and 7-7 of this Article. If more than one applicant meets the extra duty vacancy criteria for extra duty positions that are not combined with teaching positions, the appropriate administrator will make the selection.

- H. No extra duty vacancy shall be filled in an arbitrary, capricious manner or without basis in fact. No extra duty vacancy notice shall be constructed in an arbitrary or capricious manner or without basis in fact.

ARTICLE EIGHT

Article Amended by Agreement September 14, 2010

INVOLUNTARY ASSIGNMENT/RELOCATION

8-1 Criteria

- A. The criteria for transfers and relocations are:
 - 1. Meet the economic, educational or affirmative action needs of the District.
 - 2. Transfer shall not be used as a substitute for evaluation or disciplinary action. Transfer in no way reflects on the competency or the qualifications of any MBU transferred for any reason.
- B. Any MBU who is involved in a Plan for Improvement may be prohibited from transferring.
- C. When it has been determined that a District-initiated transfer is necessary and there are no volunteers, the least senior MBU in that particular building, department, or program shall be transferred, provided that District, State and/or Federal certification and North Central requirements are met.
- D. No District-initiated transfer shall be arbitrary, capricious or without basis in fact.
- E. A MBU who is a District-initiated transfer shall not be required to be a District-initiated transfer again prior to the following school year.

8-2 Time to Complete Transfers or Relocation

- A. Whenever a transfer, relocation, or an entire school is moved during contract days, MBU(s) shall be allowed two (2) working days relieved of regular duties to complete the transfer.
- B. When a MBU has been designated as a District-initiated transfer during contract days, that MBU shall be given two (2) days off for the purpose of visiting schools at which vacancies exist, prior to specifying his/her preferred school assignment.

8-3 Relocation

- A. Before the District makes a decision to move a class from one school site to another, the District will hold a meeting with all MBUs that might be affected by the possible relocation. The purpose of this meeting is to discuss the necessity of the possible relocation and to seek feedback from those that might be affected.

If the District does decide to relocate a class, a second meeting will be held to inform affected MBUs of the reasons for relocation.
- B. If relocation occurs, the affected MBU has the choice of moving with his/her class or being designated as a DIT and placed in accord with Article 7 or 8. A MBU involved in a relocation must make his/her decision known within three (3) days of notification of such relocation.

8-4 District-Initiated Transfers for the Following School Year IN THE FALL

- A. A District-initiated transfer for the following school year **IN THE FALL** shall take place ~~no sooner than the third Monday in March and~~ no later than September 14.

- B.** If the District determines that a District-initiated transfer is necessary, the faculty shall be informed as to the reasons for the transfer.
1. The Principal shall communicate the necessity for the transfer and request volunteers for a District-initiated transfer.
 2. There shall then be ~~three (3) days~~ **TWO (2) DAYS** in which to determine if a MBU wishes to volunteer to be a District-initiated transfer.
 3. No District-initiated transfer from a site or program shall begin until the ~~three (3)~~ **TWO (2)** day time period for volunteers has passed, ~~except for any District initiated transfers in the months of August and September, at which time there will be a one (1) day time period.~~
 4. If more than one MBU meets the requirements for a voluntary DIT, then the most senior MBU shall be designated as the DIT. If only one MBU meets the requirements for a voluntary DIT, he/she shall be designated as the DIT.
 5. In any event, a voluntary DIT will only be accepted as the DIT provided their transfer meets the criteria listed in Article 8-1-A.
- C.** A personal conference shall be initiated with the MBU designated as a District-initiated transfer by his/her immediate supervisor.
1. A written notice of transfer which states the reasons for the transfer will be provided to the DIT either at the conference or within five (5) days following the conference.
 2. The reasons for transfer shall be discussed and the MBU shall have an opportunity to express any concerns regarding such transfer.
 3. At said conference the MBU shall be informed of the following:
 - a. The economic, affirmative action and enrollment factors causing the decision to be made;
 - b. the factors causing that particular building, department or program to lose a MBU;
 - c. the factors causing that particular MBU to be transferred.
- D.** At said conference, a list of all ~~vacancies~~ **POSITIONS AVAILABLE** shall be provided **TO** the MBU who has been designated as a DIT. ~~and through the first working day in July, the MBU may apply for vacancies in accord with Article 7.~~
- E.**
1. ~~Beginning the first working day in July until the first contract date of the school year, MBUs designated as DITs, MBUs returning from leave of more than one year, and MBUs not re-hired as a result of a new school declaration will be referred to the TUSD website or provided a list of budgeted positions available for the following school year.~~ **MBUs WHO ARE IDENTIFIED AS DITS BEFORE THE FIRST CONTRACT DAY** will rank in order all positions for which they are qualified. These positions will be filled with the most senior applicant, with the exception of schools designated as "New Schools."
 2. MBUs who are identified as DITs from the first contract date of the school year up through September 14 will be transferred to a position for which he/she is qualified.
- F.** MBUs transferred because of declining enrollment shall be given the right of first refusal in returning to the original site and/or program if enrollment increases and the position is re-opened prior to September 14.
- G.** ~~Before any vacancy occurring prior to June 30 is filled pursuant to Article 7, the position shall be offered to MBUs involuntarily transferred from the site of the vacancy, with the exception of MBUs involuntarily transferred due to a "new school" declaration. In such case, Article 7 is in effect for vacancies at a "new school" for a period of two (2) years from the involuntary transfer. If the MBU refuses the offer to return, all recall rights to return have been exhausted.~~

~~H. Temporary contract MBUs are not eligible to become a voluntary DIT (per 8-4) or a DIT (per 8-1-C).~~

~~I. When it is determined the number of DITs is projected to be greater than 200 MBUs for the following school year, TUSD will notify TEA by March 1. The District and association leadership will meet to determine if different procedures for the placement of DITs are warranted. Any changes to the procedures will be implemented through a memorandum of agreement and will be communicated to MBUs by the Association and the District.~~

8-5 Notification

TEA will be notified on a monthly basis, of MBUs selected to fill posted vacancies, their previous work site, the new work site, and status of the MBU prior to the assignment (long-term substitute, DIT, returning from leave, etc.)

8-6 Temporary Assignment

All MBUs who are District-initiated transfers or returning from leave of absence of more than one year may be temporarily assigned to positions other than posted vacancies, including substitute teacher positions, until they can be placed in a vacancy for which they are qualified. Such MBUs shall be placed in the first available vacancy for which they are qualified.

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ARTICLE FIFTEEN

Article Amended by Agreement September 14, 2010

SITE REDUCTIONS/DISTRICT REDUCTION IN FORCE

15-1 State Law

In accordance with ARS-15-544, the Governing Board may utilize reduction in staff in order to effectuate economies in the operation of the District or to improve the efficient conduct and administration of the schools.

15-2 Determination

~~The District~~ **EACH SITE, THROUGH THE BUDGETING PROCESS**, shall determine any **SITE** reduction**S in force** in accordance with the following procedure:

- A.** Project the enrollment and program needs. **PROGRAM AREA IS DETERMINED BY BOTH AN MBU'S CLASSIFICATION AND ASSIGNMENT. ASSIGNMENT REFERS TO CLASSROOM OR NON-CLASSROOM FOR ELEMENTARY SCHOOLS AND CONTENT AREA FOR SECONDARY SCHOOLS.**
- B.** Determine the present staff in each grade and/or program area;
- C.** Determine the certification of all MBUs and/or the education and experience of MBUs for assignments with neither specified certification nor educational requirements;
- D.** Estimate the following year's staff including those MBUs returning from leaves of absence and adjusting for those MBUs retiring, resigning, taking a leave of absence, taking a sabbatical, being discharged and being transferred to non-bargaining unit positions;
- E.** Project staffing needs based on enrollment, program needs and the class size and staffing articles in this Agreement.

- F. UPON REQUEST**, All of the above information shall be delivered to the Association by ~~March 15~~ **APRIL 8**. If there are any changes to the above information, **UPON REQUEST** ~~All of the above information shall be revised, updated and~~ **THE UPDATED INFORMATION SHALL BE** delivered to the Association by April ~~1~~ **30** of each school year.

15-3 Method-SITE REDUCTION PROCESS - PRIORITY OF SELECTION

A. Seniority List

~~A list of the total MBUs in the District shall be compiled starting with the MBU having the most seniority and continuing to the MBU with the least seniority. The seniority list shall also itemize, after each name, each MBU's area(s) of certification. The seniority list shall be delivered to the Association by October 1 of each year. MBUs shall have the right to challenge their placement on the seniority list. (Moved to 15-8.)~~

B. Retaining MBUs

~~1. A. If a SITE reductionS ARE in force is necessary FOR CERTIFICATED MBUS, then probationary ALL NON-BARGAINING UNIT EMPLOYEES WILL BE NON-RENEWED FIRST. MBUs in the affected programs shall be the first employees RIFed REDUCED (in order of seniority) IN THE FOLLOWING ORDER OF PRIORITY If cuts are necessary among continuing employees or other MBUs in any program, then such cuts will be made within those programs on the basis of seniority.:~~

- 1. A TEACHER NOT HIGHLY QUALIFIED OR APPROPRIATELY CERTIFIED AS MANDATED BY THE STATE;**
- 2. A TEACHER ON A PLAN FOR IMPROVEMENT INITIATED DURING THE FIRST SEMESTER OF THE SCHOOL YEAR, NO LATER THAN THE LAST WORK DAY OF THE SEMESTER.**
- 3. A TEACHER WITH THE LOWEST SCORE ON THE EMPLOYEE PROFILE IN ARTICLE 15-11.**
 - A. IN THE EVENT OF A TIE ON THE PROFILE SCORE, EMPLOYEES' SOCIAL SECURITY NUMBER (SSNS) WILL BE USED TO BREAK THE TIE.
IN ODD YEARS, THE MBU(S) WITH ODD-NUMBERED SSNS SHALL BE REDUCED FROM THE SITE, AND IN EVEN YEARS, THE MBU(S) WITH THE EVEN-NUMBERED SSNS SHALL BE REDUCED.**
 - B. IN THE EVENT OF FURTHER TIES, THE LAST FOUR DIGITS OF THE SSN WILL ALSO BE USED.
IN ODD YEARS, THE MBU(S) WITH THE HIGHEST SSN SHALL BE REDUCED AND IN EVEN YEARS, THE MBU(S) WITH THE LOWEST SSN SHALL BE REDUCED.**

2 B. Those programs with **WHICH REQUIRE** specific certification, **LICENSURE**, and endorsements **AND/OR HIGHLY QUALIFIED STATUS**, will be considered as one program.

C. Affirmative Action

~~The percentage of MBUs of any minority group shall be no less after any reduction in force than it was prior to the reduction in force.~~

~~———— D. ——— Exemptions
———— No MBU shall be subject to a reduction in force during a school year for which he/she has signed a contract. (Moved to 15-5-C.)~~

**15-4 INVOLUNTARY REDUCTIONS
MBUS WHO HAVE BEEN INVOLUNTARY REDUCED FROM THE SITE SHALL APPLY FOR POSITION IN ACCORDANCE WITH ARTICLE 7.**

15-5 REDUCTION IN FORCE

A. CERTIFICATED MBUS

MBUS WHO DO NOT SECURE A POSITION BY THE LAST FRIDAY BEFORE THE END OF THE SCHOOL YEAR, SHALL BE SUBJECT TO A REDUCTION IN FORCE.

B. LICENSED MBUS

IF A REDUCTION IN FORCE IS NECESSARY FOR LICENSED MBUS, THOSE MBUS WHOSE LICENSES, OR IF APPLICABLE, CERTIFICATIONS ARE EXPIRED SHALL BE RIFED FIRST. IF FURTHER REDUCTIONS ARE NECESSARY, THEN SUCH REDUCTIONS WILL BE MADE WITHIN THOSE PROGRAMS ON THE BASIS OF SENIORITY.

C. Exemptions

No MBU shall be subject to a reduction in force during a school year for which he/she has signed a contract. (Moved from 15-3-D.)

15-4 6 Notification

A. MBUs subject to the reduction in force shall be notified in writing no later than the ~~fifteenth of April~~ **LAST FRIDAY BEFORE THE END OF THE SCHOOL YEAR by ~~certified~~ **FIRST CLASS mail OR HAND-DELIVERED BY THE ADMINISTRATOR.** ; however, MBUs who become entitled after April 15 of any year to a contract (with an effective date prior to or after April 15) for the balance of the school year will not have entitlement to a contract for the following year.**

B. All RIF bargaining unit employees shall receive a letter from the District stating that the loss of their positions was due to a reduction in force. The District shall, upon request of the individual, send a duplicate of this letter to any placement or personnel file. Said letter shall automatically be placed in the personnel file of the RIF bargaining unit employee.

C. The Association shall receive a list of employees sent notification of the reduction in force along with each MBU's area(s) of certification and education and experience including their seniority ranking.

15-5 7 RIF Benefits

A. The District shall pay the full cost of the current health and life insurance benefit for all RIF MBUs until August 31 of the following school year. After August 31, RIF MBUs shall, upon request, be allowed to continue their health insurance coverage by paying the premium themselves.

B. All positions ~~of substitutes~~ **CURRENTLY BEING FILLED BY NON-BARGAINING UNIT EMPLOYEES shall be offered to RIF MBUs on the recall list **WHO ARE HIGHLY QUALIFIED AND APPROPRIATELY CERTIFIED FOR THE POSITIONS**, in order of seniority, before any other person is offered such a position.**

15-6 8 Recall Procedure

A. 1. Seniority

When the district determines that there will be budgeted, available positions, **HIGHLY QUALIFIED AND APPROPRIATELY CERTIFIED** RIF MBUs will be recalled in the order of bargaining unit seniority, according to the articles of this agreement. ~~If the position that the RIF MBU previously occupied is no longer available, the RIF MBU will be recalled to the district initiated transfer (DIT) list and will be subject to the criteria for placement as outlined in article 8, involuntary assignment/relocation.~~ **THE INDIVIDUAL BEING RECALLED SHALL CONTACT THE PRINCIPAL AT THE NEW SCHOOL. THE PRINCIPAL SHALL COMMUNICATE THE EXPECTATIONS FOR ALL TEACHERS AT THAT SCHOOL. THE MBU SHALL THEN COMMUNICATE TO HUMAN RESOURCES WHETHER THE POSITION WILL BE ACCEPTED OR IF THE MBU WOULD PREFER TO REMAIN ON THE RIF RECALL LIST.**

2. Seniority List

A list of the total MBUs in the District shall be compiled starting with the MBU having the most seniority and continuing to the MBU with the least seniority. The seniority list shall also itemize, after each name, each MBU's area(s) of certification. The seniority list shall be delivered to the Association by October 1 of each year. MBUs shall have the right to challenge their placement on the seniority list. *(Moved from 15-3.)*

B. PRELIMINARY NOTICE

THE DISTRICT HUMAN RESOURCES OFFICE SHALL FIRST GIVE NOTICE OF RECALL TO MBUS BY PHONE.

C. Response

Any MBU so notified shall respond within ~~five (5)~~ **THREE (3)** days from the receipt of the **VERBAL** recall ~~letter~~ **NOTICE** whether he/she accepts or rejects the position. If a MBU rejects a position or does not respond within ~~five (5)~~ **THREE (3)** days, the offer will be rescinded.

~~B. D.~~ OFFICIAL Notice

The District shall give written notice of recall by ~~sending a registered or certified letter~~ **EMAIL** to the Association and to said MBUs at their last known **EMAIL** address, **OR BY SENDING A FIRST CLASS LETTER. THE ASSOCIATION SHALL BE NOTIFIED IN A TIMELY MANNER ABOUT WHO HAS BEEN RECALLED.** The recall letter shall specify the position which is vacant, including the site, assignment, and full-time equivalency for the position, ~~or if the RIF MBU is being recalled as a district initiated transfer.~~ It shall be the responsibility of such MBUs to notify the District of any change in address, additional certification, or additional educational units.

~~D. E.~~ Other Employment

If a MBU has secured employment elsewhere, he/she shall continue to retain recall rights unless the MBU expressly withdraws in writing from the recall list.

~~E. F.~~ Full-Time/Part-Time Positions

MBUs who were previously assigned to part-time and full-time positions shall be recalled to full-time positions according to State law. Full-time MBUs shall have the option of accepting or rejecting any part-time positions that may exist without jeopardizing their recall status for any full-time position. Part-time MBUs shall have the option of accepting or rejecting any full-time positions that may exist without jeopardizing their recall status for any part-time position.

~~F. G.~~ Qualifications for Recall

RIFed MBUs shall specify in writing the grade level, program and subject matter for which they wish to be considered for recall. MBUs shall have the right to limit the positions for which they will be considered for recall.

15-7 9 Recall Rights

A. Other Employment

MBUs shall not lose their recall rights if they secure other employment during the time they are on the recall list.

B. Benefits

All benefits to which MBUs were entitled at the time of their being released due to a reduction in force, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to MBUs upon their return to active employment, and MBUs shall retain their placement on the salary schedule

C. Recall List

The District shall maintain, as public record, a list of all MBUs who have retained recall rights. The recall list shall include the MBU's name, classification title, certification, highly qualified status, and date of hire into the District. A MBU shall remain on the recall list for at least two years after the effective date of layoff, but no less than what is in accordance with state statute, unless the MBU waives recall rights in writing and/or resigns in writing to the District.

D. Grievances

The Association shall have the right to file a grievance for MBUs who are not recalled if it appears that their re-employment rights have been violated. The District shall provide the Association with the current list of those MBUs who have retained recall rights, along with each MBU's area(s) of certification, and the education and experience of MBUs for assignments with neither specified certification nor educational requirements, and their seniority ranking by ~~September 15, November 15, February 15, and April 15~~ of each year.

15-8 10 RIF Protection

All MBUs hired on or before August 16, ~~2004~~ 2002 shall not be subject to a reduction in force **UNLESS THEY DO NOT SCORE HIGH ENOUGH ON THE EMPLOYEE PROFILE RUBRIC IN ORDER TO BE RETAINED.**

15-11 DISTRICT-WIDE EMPLOYEE PROFILE

NAME:

CURRENT LOCATION:

CURRENT SUBJECT(S):

SPECIALIZED TRAINING (I.B., MONTESSORI, OMA GOLD, ETC.):

| ONE POINT FOR EVERY FIVE YEARS THAT YOU HAVE BEEN ACTIVE IN THE PROFESSION (MBUS AS DEFINED IN ARTICLE ONE) UP TO TWO (2) POINTS: | POINT(S) |
|---|----------|
| | |

| ONE POINT FOR EACH CERTIFICATION, APPROVED AREA (SEMESTER HOURS/CREDIT HOURS/AEPA PASSING SCORE) OR ENDORSEMENT ON CERTIFICATE OR LICENSE (PLEASE LIST): | POINT(S) |
|--|----------|
| | |
| | |
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| | |

| | |
|---|-----------------|
| | |
| TWO POINTS FOR A SATISFACTORY EVALUATION WITHIN THE LAST TWO YEARS, MINUS ONE POINT FOR ANY UNSATISFACTORY EVALUATION WITHIN THAT TIMEFRAME. (SATISFACTORY EVALUATION MEANS ONE WITHOUT A PLAN FOR IMPROVEMENT.) | POINT(S) |
| | |

TOTAL POINTS FOR EMPLOYEE PROFILE _____

THIS FORM SHALL BE COMPLETED AND SUBMITTED TO HUMAN RESOURCES ALONG WITH THE HIGHLY QUALIFIED INFORMATION IN SEPTEMBER OF EACH SCHOOL YEAR. IT IS THE MBU'S RESPONSIBILITY TO SUBMIT ANY DOCUMENTATION TO THE PRINCIPAL TO UPDATE THIS PROFILE.

...

ARTICLE NINETEEN

PROFESSIONAL AND STAFF DEVELOPMENT

19-1 Required Workshops

A. Travel Expense

If the District requires a MBU's attendance at any course, workshop, seminar, conference, or in-service training session, payment will be made for associated tuition and/or travel expense costs, except that no reimbursement will be made for travel expense within the Tucson Metropolitan area. ~~Attendance at such sessions will not be allowed for professional development stipend.~~

B. Compensation

For time spent in attendance beyond the regular workweek or contract year, MBUs involved in required workshops shall be compensated at the MBU's daily/hourly rate. This hourly rate is based on the MBU's scheduled annual salary, exclusive of extra pay for extra service.

C. Recertification Documentation

For state recertification purposes, TUSD will provide documentation for activities completed during staff development Wednesdays or any other required workshop.

19-2 Voluntary Workshops

Nothing in the foregoing shall preclude a MBU from participating in any voluntary program upon terms mutually agreeable to the District and the MBU. All voluntary workshops shall be prominently advertised as voluntary.

19-3 Professional Development

~~(For the purpose of this article, Ed.D. is the equivalent of a Ph.D.)~~

~~A. The following activities qualify for professional development credit: with the exception of D below:~~

- ~~1. TUSD's approved professional development, participation in the National Board Certification Program, other pre-approved activities, other pre-approved courses, or~~

~~courses to acquire a specific teaching certificate or endorsement, or an advanced degree; and/or~~

- ~~2. Any activity which meets any combination of the state teaching certification/license renewal requirements, as stated in R7-2-617(B) of the Arizona State Board of Education Regulations.~~
- ~~3. Eligible degrees or college credits must be earned from an accredited educational institution of higher learning that is recognized by the US Department of Education (USDE) and/or the Council for Higher Education Accreditation (CHEA).~~

~~**B. Professional Development Credit**~~

~~In order to be considered for professional development credit, eligible courses and/or activities must have been successfully completed no earlier than eighteen months prior to the first day with students of the school year for which the activities are to be applied.~~

- ~~C. A MBU is only eligible for one professional development stipend per fiscal year. Credit hours based on participation in the National Board Certification Program may be submitted for a professional development stipend for no more than two years.~~

- ~~D. A MBU may be eligible for a professional development stipend upon return from leave of absence of one year, if an advanced degree or a total of three approved credits was earned either a) during the last year of employment, or b) during the leave of absence. Said MBUs are only eligible for one professional development stipend per fiscal year.~~

- ~~E. MBUs must submit the following in order to qualify for a professional development stipend~~

- ~~1. official college or university transcripts which were successfully completed with a "c" or better, or a "passing" designation; and/or~~
- ~~2. certificates or letters of completion for courses/activities approved by TUSD professional development; and/or~~
- ~~3. official documentation required by state board regulations for any activity or combination of activities which meet the state teaching certification/license renewal requirements listed in R7-2-617(B) of the Arizona State Board of Education requirements.~~
- ~~4. Official documentation of participation in the National Board Certification Program.~~
- ~~5. All credits and certificates must have been earned during the MBU's most recent date of hire.~~

~~**F. Professional Development Stipend:**~~

- ~~1. MBUs will now receive a \$500 stipend to be paid no later than 3 pay periods following submission of 45 hours of verified credits, with the exception of G and H below. MBUs may receive only one professional development stipend per fiscal year. The MBU must be on active pay status to receive compensation. There will be no payment if the employee either terminates or separates prior to payment.~~
- ~~2. One credit hour is equal to fifteen (15) hours of class time. Fifteen hours in any non-course work activity as listed in 19-3-A is equal to one credit hour.~~
- ~~3. MBUs may not submit credits earned through educational course work or TUSD staff development when TUSD has provided released time, registration fee(s), tuition, reimbursement or compensation in any other form. However, TUSD will not deny professional development credit for activities completed in accord with 19-3-A if the MBU uses personal leave time.~~

~~**G. Submission of Credits**~~

- ~~1. Human Resources will accept submission of professional development credits at any time during the fiscal year (July 1-June 30).~~
- ~~2. Any professional development credits submitted after April 1 each year will be applied to the following fiscal year.~~

~~H. Payment for Credits~~

~~Human Resources shall have three full pay periods following the submission of verified credits to process requests for payment each fiscal year. Credits may be submitted but no payments will be made during the summer. The three pay period rule for making payments will resume the first official day of school with students each year.~~

A COMMITTEE CONSISTING OF REPRESENTATIVES OF BOTH TUSD AND TEA SHALL BE FORMED AND SHALL MEET TO SET GUIDELINES FOR ACCESSING THE PROFESSIONAL DEVELOPMENT FUND. THESE GUIDELINES SHALL INCLUDE ELIGIBILITY REQUIREMENTS AND THE APPLICATION PROCESS. TUSD SHALL ALLOCATE \$350,000 FOR REIMBURSEMENT OF TUITION, CONFERENCE FEES AND/OR WORKSHOPS FOLLOWING THE GUIDELINES ESTABLISHED BY THIS COMMITTEE. UP TO \$75,000 NOT USED FOR THE 2010-2011 FISCAL YEAR MAY BE ROLLED OVER INTO THE 2011-2012 FISCAL YEAR AND ADDED TO THE BUDGETED AMOUNT OF \$350,000 FOR A MAXIMUM OF \$425,000.

19-4 Staff Development During Contract Time

The purpose of staff development is to improve student learning by creating a collaborative environment among the staff at each site.

- A. The principal and school council, with recommendations from the faculty and staff, shall review and approve the use of time during the contract day and work week to accommodate a sufficient amount of time to provide quality staff development.
- B. Full-time MBUs who do not attend a mandatory staff development training held during the employee's normal work day or paid time must charge that time to sick or personal leave, and must comply with the provisions governing notification and use of sick/personal leave.
- C. **MBUS WHO DO NOT ATTEND STAFF DEVELOPMENT WHEN PERFORMING DISTRICT APPROVED BUSINESS OR ACTIVITIES MAY BE EXCUSED BY THEIR PRINCIPAL OR DESIGNEE WITHOUT LOSS OF PERSONAL OR SICK LEAVE.**

...

ARTICLE TWENTY-ONE

SUBSTITUTES

21-1 Procedure

- A. MBUs shall be informed in writing of a telephone number they may call and the procedures to follow when reporting unavailability for work. Once a MBU has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.
- B. MBUs shall not be required to make more than one completed phone call to report an absence.

21-2 Qualifications

Each substitute shall possess a basic, standard or substitute certificate.

21-3 Maintenance of Substitute Pool

The District shall be required to maintain an adequate pool of substitutes. A current list of substitutes to be listed in alphabetical order shall be provided to the Association by October 1 and February 1 of each year.

21-4 Provisions for Substitutes

- A. When a teacher who has a regularly assigned class is absent, a substitute shall be provided when available. When a librarian is absent, a qualified substitute shall be provided, if available. When

a site counselor is absent more than five (5) days, a substitute will be provided, if available. If sufficient substitutes are not available to cover regular classes, substitutes for librarians may be reassigned to cover such classes.

B. In the event a substitute is not immediately available, the following procedure shall be used when the position must be filled by a MBU:

1. Middle School and High School

- a.** Teachers assigned to scheduled classes shall be asked to volunteer to substitute during his/her designated planning period
- b.** If no classroom teacher volunteers to substitute in (1) above, teachers not assigned a scheduled class may be assigned to substitute.
- c.** Teachers who are assigned or volunteer to substitute shall be paid when they lose their designated planning period.
- d.** No teacher shall be required to substitute for more than one (1) period per day, no more than three times a week.

2. Elementary School

- a.** Teachers not assigned to a regular class may be assigned to substitute if no volunteers are available. Every effort shall be made to avoid dispersing students to different classrooms.
- b.** Teachers who are assigned to substitute shall be paid an amount equal to that of loss of planning period.
- c.** No teacher shall be required to substitute for more than one (1) hour per day, no more than three times a week.

21-5 Type and Length of Assignment

A. A substitute may be used to fill a position during the time a MBU is absent because of sick leave, personal leave, family leave, special bereavement leave, personal business, emergency leave, judicial leave, military leave, physical assault, public office leave, released time, extended leave, administrative leave, and leave of absence without pay when the intent is to return within the same school year.

B. A substitute may also be used as follows (However, it is not the intent to unreasonably delay the filling of vacancies.):

- 1.** During the fifteen (15) day period before a vacancy is filled; or
- 2.** For any vacancy occurring between the first contract day and September 14.

C. With the exception of 21-5-B-2, if a substitute qualifies for the vacancy he/she is substituting in, and has been in that position for more than fifteen (15) days, he/she will be employed to fill that position with retroactive salary and benefits (not including retroactive insurance coverage).

~~**D.** If a substitute does not qualify for the vacant position he/she is substituting in and has filled that vacant position for more than fifteen (15) days, then the substitute shall be entitled to retroactive compensation equal to that of a Bachelor level, first year, regular contract MBU.~~

21-6 Extension

The fifteen (15) day limit to fill a vacancy may be extended to no more than thirty (30) days if:

- no applicants apply who meet the vacancy criteria; or
- the individual initially selected rejects the position; or
- the individual selected cannot assume the position within the fifteen (15) day period; or
- the vacancy occurs between April 1 and the last day of school.

Any situation that requires an extension of time will be described to TEA in written correspondence delivered to TEA prior to any extension.

21-7 Selection of Substitutes

- A. MBUs have the right to request specific substitutes.
- B. The District shall assign the requested substitutes if those substitutes are available.

21-8 No Permanent Substitute

No MBU shall be assigned as a permanent substitute, **EXCEPT ON A TEMPORARY BASIS, UNTIL A POSITION FOR WHICH HE/SHE IS APPROPRIATELY CERTIFIED AND OR HIGHLY QUALIFIED BECOMES AVAILABLE.**

ARTICLE TWENTY-TWO

CLASS SIZE/EXCEPTIONAL EDUCATION CASE LOAD

22-1 Limited Facilities

In any class in which instruction is solely or largely dependent upon the use of special equipment, machines or special work stations of a highly individualized nature, the District shall consult with the MBU of such a class to determine the optimum class size.

22-2 Maximum Class Size

- A. By September 7 of each year, no regular classroom teacher in an elementary school shall be assigned more than the number of students for each grade listed except as provided in 22-2-B and 22-8 below.

| | | |
|-------------------|---|----|
| K | = | 26 |
| 1-3 | = | 29 |
| 4-6 | = | 30 |
| Combination | = | 27 |
| Multi-Age Classes | = | 27 |

- B. Class size maximums in an elementary school may be exceeded by up to ~~three (3)~~ **FOUR (4)** students when there is no additional classroom space in the school, or if all classes at a grade level are at maximum and no reasonable combination class can be formed, and exceeding the class size limit will eliminate the need to hire an additional teacher. Assignment of students that exceed the class size maximum shall be made by the principal after consideration of volunteers. Exceeding the class size limit is permissible only if the District consults with the Association prior to exceeding.

22-3 Combination Classes

- A. Kindergarten classes shall be exempt from becoming combination classes.
- B. A bilingual combination class may only be formed in circumstances where there are no qualified bilingual teachers available. No bilingual combination class shall be formed without the written approval of the teacher.
- C. Teaching assignments for combination classes shall be made by the principal after consideration of volunteers. The assignments shall be distributed equitably.

22-4 Multi-Age Classes

Assignments to multi-age classes shall be on a voluntary basis.

22-5 Mainstreamed Students

- A. Exceptional Education students who are mainstreamed for any period of time shall be counted as full time students in both the regular classroom, and the exceptional education classroom.

- B. 1. One elementary student mainstreamed under either of the following conditions shall not be counted as a full-time student in the regular classroom:
 - a. Mainstreamed for thirty (30) minutes a day or less; or
 - b. Mainstreamed for one (1) hour or less per week.
- 2. Only one such student will be mainstreamed under one of the above conditions in any one classroom.
- C. No student will be mainstreamed prior to a conference between the sending and receiving teacher. The administrator may attend the conference, when appropriate.

22-6 Maximum Class Sizes/Caseload for Exceptional Education Classes

- A. By October 7, Exceptional Education teachers shall not be assigned more than the following number of students for each year:

| | |
|--|----------------|
| Pre-school Self-Contained | 12 per session |
| Pre-school Integrated Classroom | 8 per session |
| Mild Cognitive Impairment Self-Contained | 15 |
| Emotional Disability Self-Contained | 12 |
| Hearing Impairment Self-Contained | 12 |
| Specific Learning Disability Self-Contained | 15 |
| Multiple Disability Self-Contained | 10 |
| Severe Cognitive Impairment Self-Contained | 10 |
| Orthopedic Impairment Self-Contained | 12 |
| Autism Spectrum Disorder (ASD) Self-Contained | 11 |
| Moderate Cognitive Impairment Self-Contained | 10 |
| Cross Categorical Primary/Intermediate Self Contained | 12 |
| Cross Categorical Service Elementary & Middle (CCSE & CCSM) (SLD/MICI/MOCI/OI/ED/OHI/TBI/ASD) | 17 |
| Cross Categorical Service High (CCSH) (SLD/MICI/MOCI/OI/ED/OHI/TBI/ASD) | 22 |
| Hearing Impairment Resource | 14 |
| Speech/Language Impairment Resource | 57 |
| Visual Impairment Resource | 17 |
| Occupational Therapy Resource | 57 |
| Physical Therapy Resource | 57 |

- B. Exceptional Education CCSE, CCSM AND CCSH caseloads may be exceeded by up to ~~two (2)~~ **THREE (3)** students.
- C. High School Exceptional Education students' classes shall be determined at the IEP conference which shall include the department chairperson, the exceptional education teacher and the parent.
- D. When combining two specific self contained categories as listed in 22-6, with the exception of cross categorical, the caseload will be 80% of the highest class ratio.

22-7 Students With a 504 Accommodation Plan

- A. MBUs shall be notified in writing by the site administrator/designee of student(s) assigned to them who have been identified as students with 504 accommodation plans. Notification shall occur within five (5) days of assignment.
- B. Every effort will be made to equitably distribute Students with 504 accommodation plans among all MBUs within the appropriate grade and/or subject area.

22-8 Teacher Assistant Entitlement

- A. Four (4) hours of teacher assistant time per day are provided immediately upon exceeding the class size by ~~one (1)~~ **TWO (2)**, as defined in 22-2-A.
- B. Teachers of combination classes in elementary schools Grades 1 through 6 shall be provided two (2) hours of assistant time per day when the class exceeds ~~24~~ **26** students.
- C. Two (2) hours of assistant time per day shall be provided when Exceptional Education CCSE, CCSM and CCSH caseloads (as defined in 22-6-A) are exceeded by one student.
- D. All bilingual classes will be provided with at least two (2) hours of assistant time per day.
- E. In an elementary school, two hours of teacher assistant time shall be provided immediately when a bilingual combination class is created.
- F. All MBUs entitled to teacher assistant time shall receive three (3) extra days of teacher assistant time in addition to the teaching days. The extra days shall be taken on the preparation days and/or the first three (3) grading days.
- G. Teacher assistant time provided in A-F above is in addition to any other teacher assistant time.

ARTICLE TWENTY-THREE

MIDDLE SCHOOL/HIGH SCHOOL STAFFING

23-1 Teacher Load

- A. By September 7 of each year, the student load per full-time teacher shall be as follows:
 - 1. 158 for all middle school and high school classes except vocal music, band, orchestra, and any class of less than fifteen (15) minutes duration;
 - 2. 175 for middle school and high school PE classes; and
 - 3. For less than full-time teachers, the student load shall be proportional to the teacher's contract.
- B. The September 7 deadline may be exceeded by up to ten (10) days in those situations in high schools where the additional time is required to verify accurate District enrollment figures. TEA will be notified in writing prior to any extension. This extension will also apply to Articles 8-4-A and 8-4-E.

23-2 Class Size

By September 7 of each year, individual class sizes for both middle and high school teachers shall not exceed ~~35~~ **36** with the exception of vocal music, band, and orchestra.

23-3 Exceeding Student Load/Class Size

Class size and student load maximums may be exceeded:

- A. With the permission of the teacher, or
- B. The student load per teacher may be exceeded by no more than ~~three (3)~~ **TWO (2)** students if the following conditions are met in this order:
 - 1. Prior to exceeding, the District consults with the Association;
 - 2. Any assignment of students that exceeds the student load limit shall be made only after consideration of volunteers;
 - 3. Exceeding the student load limit will eliminate the need to hire another teacher, or eliminate the folding of in-place remedial, advanced or elective classes.

ARTICLE TWENTY-FOUR

SEPARATION BENEFITS

24-1 SICK LEAVE PAY AT SEPARATION FOR MBUS HIRED AFTER AUGUST 16, 2005

- A. AFTER TEN (10) CONSECUTIVE YEARS OF SERVICE IN THE TUCSON UNIFIED SCHOOL DISTRICT, EMPLOYEES WHO ARE MEMBERS OF THE BARGAINING UNIT AS OF THE EFFECTIVE DATE OF THE AGREEMENT, OR WHO BECOME MEMBERS AFTER THE EFFECTIVE DATE OF THE AGREEMENT, SHALL BE ELIGIBLE TO REQUEST PAY FOR UNUSED SICK LEAVE. THIS REQUEST WILL BE THROUGH WRITTEN APPLICATION TO THE DISTRICT'S CHIEF HUMAN RESOURCES OFFICER ON OR BEFORE NOVEMBER 1 FOR MBUS SEPARATING AT THE END OF THE SEMESTER, OR ON OR BEFORE FEBRUARY 1 FOR MBUS SEPARATING AT THE END OF THE SCHOOL YEAR. THE YEARS OF CONSECUTIVE SERVICE SHALL INCLUDE ANY PART-TIME SERVICE, PROVIDED THAT THE TOTAL FULL-TIME AND PART-TIME SERVICE PRO-RATED ACCORDING TO THE PERCENTAGE OF THE SCHOOL YEAR WORKED, AND ACCORDING TO THE PERCENTAGE OF A FULL CONTRACT, IS EQUIVALENT TO TEN (10) YEARS OF FULL-TIME SERVICE.
- B. THE DISTRICT SHALL PROVIDE A PAYMENT FOR UNUSED SICK LEAVE TO EMPLOYEES UPON SEPARATION IN ACCORDANCE WITH THE FOLLOWING: THE AMOUNT OF PAYMENT SHALL BE ACCRUED UP TO A MAXIMUM OF 500 HOURS. PAYMENT SHALL BE INCLUDED IN THE LAST PAYROLL IN THAT FISCAL YEAR OR THE FIRST PAYROLL OF THE FOLLOWING FISCAL YEAR, AT THE DISTRICT'S OPTION. ALL LEGALLY REQUIRED DEDUCTIONS SHALL BE TAKEN FROM THE INCENTIVE PAYMENT INCLUDING THE EMPLOYEE'S CONTRIBUTION TO THE STATE RETIREMENT FUND, IF ANY. THE PAYOUT SHALL BE THE BASIC DAILY SUBSTITUTE RATE AT THE TIME OF SEPARATION MULTIPLIED BY THE NUMBER OF SICK LEAVE DAYS BASED ON A 7.5 HOUR DAY TO PAY OUT UP TO 500 HOURS.
- C. MBUS WHO MEET THE CRITERIA FOR DISTRICT CONTRIBUTIONS TO THE RETIREMENT SAVINGS PLAN ARE NOT PAID THROUGH PAYROLL. RATHER, THE AMOUNT OF THEIR ACCRUED SICK LEAVE IS PAID DIRECTLY TO THE APPROVED 403(B) VENDOR. PAYMENT SHALL BE INCLUDED IN THE LAST PAYROLL IN THAT FISCAL YEAR OR WITHIN THE MONTH OF JULY, AT THE DISTRICT'S OPTION. THOSE WHO DO NOT MEET THE CRITERIA WILL RECEIVE UNUSED LEAVE PAY ACCRUALS THROUGH REGULAR PAYROLL PROCESSING. THE ELIGIBILITY REQUIREMENTS FOR THE RETIREMENT SAVINGS PLAN ARE:
- THE EMPLOYEE WHO IS SEVERING EMPLOYMENT WILL RECEIVE EMPLOYER CONTRIBUTIONS IN LIEU OF COMPENSATION IF AGE 55 OR OLDER AT THE TIME OF SEVERANCE, AND,
 - THE TOTAL OF THE PAYMENT FOR UNUSED LEAVE ACCRUALS IS EQUIVALENT TO \$3,000 OR MORE.

~~24-2 Sick Leave Subsequent to 06/30/91~~

24-2 SICK LEAVE PAY AT SEPARATION FOR MBUS HIRED ON OR PRIOR TO AUGUST 16, 2005

- A. Upon separation, MBUs with at least ten (10) consecutive years of full-time service in TUSD are eligible to request and receive pay for ninety percent (90%) of the days of unused sick leave accumulated subsequent to July 1, 1991. This request will be through written application to the

District's ~~Executive Director of Human Resources~~ **CHIEF HUMAN RESOURCES OFFICER** on or before November 1 for MBUs separating at the end of the semester, or **ON OR BEFORE FEBRUARY 1 FOR MBUs SEPARATING** at the end of the school year. The years of consecutive service shall include any part-time service, provided that the total full-time and part-time service pro-rated according to the percentage of the school year worked, and according to the percentage of a full contract, is equivalent to ten (10) years of full-time service. ~~The rate of pay will be the daily substitute rate at the time of separation.~~

- B. The district shall provide pay for unused sick leave accrued after June 30, 1991, and not used before date of separation, according to the following rate of pay.

| Date of Notification | Percentage of Sick Leave Payout |
|--|--|
| A) November 1 | 100% |
| B) After November 1 and by the first Monday in December | 80% |
| C) After "B" and by the first Monday in January | 50% |
| D) After "C" and by the first Monday in February | 25% |

The rate of pay will be the basic daily substitute rate at the time of separation ~~multiplied by the percentage based upon the date of notification.~~

MBUs who meet the criteria for district contributions to the retirement savings plan are not paid through payroll. Rather, the amount of their accrued leave is paid directly to the approved 403(b) vendor. Payment shall be included in the last payroll in that fiscal year or within the month of July, at the district's option. Those who do not meet the criteria will receive unused leave pay accruals through regular payroll processing. The eligibility requirements for the retirement savings plan are:

- The employee who is severing employment will receive employer contributions in lieu of compensation if age 55 or older at the time of severance, and,
- The total of the payment for unused leave accruals is equivalent to \$3,000 or more.

~~24-1 Sick Leave Prior to 06/30/91~~

24-3 SICK LEAVE PAY AT SEPARATION FOR MBUS HIRED BEFORE JUNE 30, 1991

- A. After twenty (20) consecutive years of full-time service in the Tucson Unified School District, a MBU may receive the benefits of Article 24-3 by making written application to the District's ~~Executive Director of Human Resources~~ **CHIEF HUMAN RESOURCES OFFICER** on or before November 1 for MBUs separating at the end of the semester, or **ON OR BEFORE FEBRUARY 1 FOR MBUs SEPARATING** at the end of a school year. The years of consecutive service shall include any part-time service, provided that the total full-time and part-time service pro-rated according to the percentage of the school year worked, and according to the percentage of a full contract, is equivalent to twenty (20) years of full-time service.

~~The notice may be withdrawn until and including the first Monday in February after the application is made. In the event state legislation concerning separation is changed in such a way as to allow MBUs benefits unavailable before the change, the date for application for separation shall be reopened for a period of fifteen (15) days following the enactment of the legislation.~~

- B. The District shall provide pay for unused sick leave accrued before June 30, 1991, and not used before date of separation, according to the following rate of pay.

| Date of Notification | Percentage of Sick Leave Payout |
|--|--|
| A) November 1 | 100% |
| B) After November 1 and by the first Monday in December | 80% |
| C) After "B" and by the first Monday in January | 50% |
| D) After "C" and by the first Monday in February | 25% |

Rate of pay shall be the base salary daily rate of pay as found under the MBU's educational qualifications on Step One of the salary schedule for 1994-95. Rate of pay shall be multiplied by the number of sick leave days accumulated prior to June 30, 1991, ~~then multiplied by the percentage based upon date of notification.~~

MBUs who meet the criteria for district contributions to the retirement savings plan are not paid through payroll. Rather, the amount of their accrued leave is paid directly to the approved 403(b) vendor. Payment shall be included in the last payroll in that fiscal year or within the month of July, at the District's option. Those who do not meet the criteria will receive unused leave pay accruals through the regular payroll processing.

The eligibility requirements for the retirement savings plan are:

- The employee who is severing employment will receive employer contributions in lieu of compensation if age 55 or older at the time severance, and,
- The total of the payment for unused leave accruals is equivalent to \$3,000 or more.

All legally required deductions will be taken from the incentive payment, including the employee's contribution to the State Retirement fund, if any. Sick leave used subsequent to July 1, 1991, will be deducted from sick leave accumulated after July 1, 1991, unless that accumulation has been depleted.

~~C. If after twenty (20) consecutive years of full time service in the Tucson Unified School District, a MBU dies, the benefits described in 24-13 B will be paid to the beneficiaries or the estate of the deceased. (Moved to 24-7.)~~

~~D.~~ C. A MBU shall receive the separation benefits contained in Article 24-1 and 24-2 **AND 24-3** if the effective date of the separation is at the end of a semester or at the end of a school year. Exceptions to this provision may be granted to applicants who are forced to separate because of emergency.

24-3 4 No Vested Rights.

MBUs who do not serve notice of separation as provided in Article ~~24-1-A~~ **24-1, 24-2, OR 24-3** during the term of this Agreement shall gain no vested rights through or under this Article.

24-4 5 Those benefits contained in 24-1, ~~and 24-2,~~ **AND 24-3** are only available to those MBUs who voluntarily separate from the District.

24-5 6 Right to Reopen

Based on official action by the Board of Directors of TEA or the Governing Board of TUSD and upon written notice of said action, either party reserves the right to reopen negotiations of Article 24, or any part thereof, under circumstances where the District or the Association deem it necessary to do so to facilitate the assertion of a legal position.

- 24-7** ~~If after twenty (20) consecutive years of full-time service in the Tucson Unified School District, a~~ **If a MBU dies WHO IS ENTITLED TO THE BENEFITS LISTED IN 24-1, 24-2, AND/OR 24-3, the benefits described in 24-13-B SAID BENEFITS will be paid to the beneficiaries or the estate of the deceased. (Moved from 24-1-C.)**

ARTICLE TWENTY-FIVE

LEAVES OF ABSENCE WITH PAY

25-1 Sick Leave/Personal Leave

- A.**
1. MBUs shall be credited with a total of twelve (12) days of sick leave at the beginning of a school year. ~~For the 2009-2010 fiscal year only, all MBUs will be allocated eleven (11) sick/personal leave days.~~ For MBUs on extended contract, leave shall be increased according to the additional percentage of the school year worked. For part-time MBUs, leave shall be prorated according to the percentage of the school year worked based on a 7.5 hour day.
 2. Sick leave shall be accumulated without limit.
 3. MBUs shall receive written notification of their total accumulated sick leave within thirty (30) days after the opening of each school year.
 4. When on authorized sick leave, no MBU shall suffer loss of leave time or salary and benefits during calendared holidays.
 5. For bona fide reasons, the District may require a doctor's excuse after three (3) consecutive days of absence on sick leave.
- B.**
1. Seven of each MBU's 12 days of annually credited sick leave may be used for the MBU's personal leave. ~~For the 2009-2010 fiscal year only, six of each MBU's 11 days of annually credited sick leave may be used for the MBU's personal leave.~~ Any of these days not used by a MBU during the school year will revert to the MBU's accumulated sick leave. Personal leave days may not be taken on the day immediately prior to or after a holiday, or vacation. A MBU planning to use a personal leave day or days shall notify his or her principal at least one (1) day in advance, except in cases of emergency. For part-time MBUs or MBUs on extended contract, personal leave is prorated according to the percentage of the school year worked. Any so-called "job-action" against the District is not a valid reason for personal leave.
 2. MBUs may choose to take up to one (1) additional personal leave day per year provided that the MBU reimburses the District the daily substitute rate. The one (1) additional personal leave day may not accumulate. This day is in addition to the days specified in Article 25-1-B-1.

25-2 Family Illness

Sick leave may be used by a MBU in the event of a family illness requiring his/her presence. For bona fide reasons, after two (2) consecutive days absence on sick leave the District may require a doctor's statement.

25-3 Bereavement Leave

Five (5) days of bereavement leave, plus necessary travel time, exclusive of weekends, shall be granted for death in the family. These days shall be charged to sick leave.

25-4 Religious Leave

MBUs may use personal leave for absenteeism for days of religious observation when the need for religious leave is documented. When a religious observation day occurs before or after a holiday or vacation, MBUs shall not be docked if personal leave balances are available.

25-5 Holiday Pay

MBUs shall suffer no loss of leave time or salary and benefits during calendared holidays, provided they were on pay status during any portion of their regular work day immediately preceding or succeeding the holiday.

25-6 Special Bereavement Leave

In the event of the death of a student, at least one faculty member shall be permitted to attend the funeral without loss of leave time or compensation. In the event of death of a faculty member, close friends shall be permitted to attend the funeral without loss of leave time or compensation. Furthermore, in the event of death of a faculty member, members of the same department and/or grade level within the building shall be permitted to attend the funeral without loss of leave time or compensation.

~~**25-7 Emergency Leave**~~

~~Emergency leave without reduction of pay or leave shall be granted to MBUs who are unable to avoid tardiness or absence due to weather, flood, fire, or other so-called "Acts of God."~~

25-8 7 Judicial Leave

- A. MBUs subpoenaed for jury duty or as a witness shall not suffer loss of earnings as a result of such service. An employee may choose: 1) to keep his/her jury duty or witness pay and have his/her pay docked an equal amount; or, 2) in cases where jury duty pay exceeds the employee's daily rate, he/she may use a personal leave day or be docked at his/her daily rate instead of using a jury code for those days.
- B. Employees subpoenaed for jury duty or as a witness shall submit a copy of the jury summons or subpoena to his/her immediate supervisor and inform the supervisor of his/her choice regarding jury duty pay. Absence forms shall be submitted in the pay period while serving as a juror or as a witness. No receipt need be submitted with the absence sheet if the employee chooses to take a pay dock or a personal leave day.
- C. Absences due to litigation (when a MBU is either a plaintiff or a defendant) must be charged to personal leave or personal business in accord with Article 26-3, and may be taken before or after a holiday or vacation.

25-9 8 Military Service

- A. A MBU shall receive pay for all days during which he/she is employed in training duty under orders with any branch of the armed forces for a period not to exceed thirty days in any two consecutive years. For purposes of this section only, the term "year" means the fiscal year of the U.S. government. (ARS-38-610).
- B. Induction into the military for an extended period of time shall not be at District expense; however, upon return, he/she shall be placed in his/her former or comparable position, in accordance with ARS 38-298, as amended 1964.

~~**25-10 9 Absence Due to On-the-Job Injury**~~

- A. In the event of absence due to on-the-job injury, the District shall pay, while accumulated sick leave lasts, the necessary amount above the monies received by the MBU from the Industrial Commission to provide for 100% income. Accumulated sick leave shall be utilized at the same percentage as the salary payments contributed by the District.
- B. When sick leave is exhausted, the MBU will be placed on an unpaid leave of absence pending release to return to work.
- C. Within four (4) weeks of return to work, a MBU may make arrangements with payroll to buy back sick leave used for an on-the-job injury.

25-11 10 Sabbatical Leave

- A.** Any MBU entitled to a sabbatical under the State laws of Arizona may be granted a sabbatical leave for professional study or research which benefits the school program and pupils of the District.
- B.** Any MBU who shall have completed seven (7) consecutive full years of satisfactory service immediately prior to the time the sabbatical leave is to commence, and who has not previously been granted a sabbatical leave of absence in the Tucson Unified School District is eligible to apply.
- A MBU may be considered for a sabbatical leave even though a leave may have been granted within the last three (3) years.
- C.** Applicants shall submit their proposed sabbatical program for the following school year to the sabbatical committee prior to winter vacation. Applicants shall be notified by the office of the Superintendent of the status of their application by February 15.
- D.** Sabbatical leaves may be granted by the Governing Board for any period of time, but not to exceed two (2) consecutive full semesters.
- Compensation for a MBU on sabbatical leave shall be paid one-half (1/2) of the salary and fringes to which he/she is entitled by experience and education, extra assignment pay excluded.
- E.** A MBU on sabbatical leave shall be considered to be in the employ of the District and shall have a contract.
- F.** A MBU granted sabbatical leave must return to the District not later than one year after commencement of the sabbatical leave for renewal of employment for at least one year. If he/she chooses not to return, he/she shall be required to refund the amount of compensation received from the District during the sabbatical leave period.
- If leave is granted, all rights of tenure, retirement, accrued leave with pay, salary increments, seniority and benefits provided by law shall be preserved and available to the applicant after the termination of the sabbatical leave period.
- G.** A sabbatical committee shall be comprised of seven (7) members, one of whom will be a representative from the Human Resources Department (who will act as chairperson) and six (6) members who will be mutually selected by the District and the Association. If the District and Association cannot reach agreement on the committee members by November 1, each party will select three (3) members. The committee shall use the following criteria when reviewing the applications:
- 1.** Merit of the applicant's proposed program;
 - 2.** Applicant's length of service in the District;
 - 3.** Distribution from the areas of elementary, middle school and secondary.
- H.** The number of sabbatical leaves granted in any one school year shall be determined by the Board. The sabbatical committee shall make the final recommendations for selection from the list of applicants. These recommendations along with the Superintendent's recommendations, shall be submitted to the Governing Board for consideration. For the 2008-2009 school years, the Governing Board will not consider requests for sabbatical leave.
- I.** Any change in an approved sabbatical plan must be approved in advance by the ~~Executive Director~~ of **CHIEF Human Resources OFFICER**.

25-12 11 Released Time

- A. Released time without loss of pay may be granted for MBUs to attend a District approved specific conference or convention subject to availability of funds. First consideration shall be given to MBUs on the program or holding office. Substitutes shall be provided for those MBUs granted released time.
- B.
 - 1. Released time forms requiring ~~Board~~ SUPERINTENDENT approval must be submitted to the immediate supervisor at least four (4) weeks prior to the scheduled date of the released time.
 - 2. Released time forms not requiring ~~Board~~ SUPERINTENDENT approval must be submitted to the immediate supervisor at least seven (7) days prior to the scheduled date of the released time.
 - 3. In cases of emergency, released time may be granted when the requests do not comply with the specified timelines.

25-13 12 Exchange Teaching

A one-year (1) leave of absence, with pay, may be granted to a teacher who qualifies for an exchange position.

25-14 13 Medical Leave Assistance Program

- A. MBUs who have depleted their accrued sick and personal leave as a result of serious illness or injury may request access to the Medical Leave Assistance Program by submitting a form to the Benefits Coordinator asking to receive donations of sick leave from other MBUs. Serious illness or injury is defined as a "non work related" illness or injury that is anticipated to last for the continuous period of time of four or more weeks, as verified by a licensed health care practitioner.
- B. The donor MBU may donate a maximum of five (5) sick leave days for every thirty (30) or more days of accumulated sick leave. The donor MBU will designate the donation in the name of the MBU to receive the donation.
- C. The MBU recipient will be credited with the number of days donated, up to a maximum of one week after their projected return to work. Days donated in excess of this amount will be held in reserve and credited to the MBU only if needed. If not needed, days in excess of one week beyond the original amount requested will be restored to the donor(s). Days of leave, not the actual wage of the donor MBU, will be donated.
- D. No MBU shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term disability coverage.

ARTICLE TWENTY-SIX

UNPAID LEAVES OF ABSENCE

- 26-1**
- A.
 - 1. The Board may grant a leave of absence to MBUs not to exceed one (1) year for the purpose of: professional study, travel, training programs, child care, health, military service, participation in Association activities (whether local, state or national), and/or to campaign or serve in public office. All requests for such leaves of absence shall be submitted to the District by January 31. Only emergency requests will be considered after January 31.
 - 2. MBUs may be granted consecutive leaves.
 - B. Requests for medical leave shall be accompanied by a doctor's verification of the illness or disability and a projected date for return to work.

- C. Upon granting the authorized absence, all rights of tenure, seniority, retirement, accrued leave with pay and other benefits shall be preserved and available to the applicant after the termination of the leave, provided they were earned prior to the leave.
- D. MBUs on unpaid leave of absence shall be allowed to continue insurance coverage in the program in which he/she is enrolled, provided the MBU notifies the District of his/her desire to continue, and pays the premiums for the insurance and other benefits at the MBU's expense.
- E. No leave of absence denial shall be arbitrary, capricious or without basis in fact.

26-2 Extended Medical Leave (Does not apply to on the job injury.)

When a MBU has exhausted his/her sick leave days and is medically unable to return to work, he/she shall be allowed up to thirty (30) consecutive days on an off-pay status, with a doctor's excuse. During this off-pay status, the District will continue to pay premiums on its portion of District-sponsored insurance plans in which the MBU was enrolled at the beginning of his/her off-duty pay status. At the end of this period, he/she must return to work (pending a medical release), or go on an unpaid leave of absence.

26-3 Personal Business

Leaves for personal business may be granted; however, it shall be with loss of pay and shall not exceed thirty (30) days. At the end of this period he/she must go on an unpaid leave of absence or return to work.

26-4 Public Office Leave

MBUs elected to public office shall be granted released time with loss of pay when the duties of public office conflict with the MBU's regular assignment.

26-5 Family and Medical Leave

- A. **IN ACCORDANCE WITH LAW**, a MBU who, at the time leave is effective, has been employed full-time in the District for one year, shall be allowed up to 12 weeks of unpaid leave for the following reasons:
 - 1. birth of a child and first year of child care
 - 2. adoption or foster placement of a child
 - 3. illness of the MBU, spouse, parent or child.
- B. During this unpaid leave, the District will continue to pay premiums on its portion of District-sponsored medical insurance in which the MBU was enrolled at the beginning of the leave.
- C. Requests for Family Leave shall be accompanied by the appropriate documentation.
- D. 26-2 (Extended Medical Leave) and 26-5 (Family Leave) may not be used in conjunction with each other.

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ARTICLE TWENTY-EIGHT

FRINGE BENEFITS

28-1 Amount and Type

- A. ~~For 2009-2010, the District shall pay for the cost of the HMO medical insurance premiums up to \$4,577.88 be applied to District sponsored single coverage medical insurance for each full-time eligible employee (as determined by insurance provider) who elects coverage.~~
FOR THE DURATION OF THIS AGREEMENT, THE DISTRICT SHALL PAY 100% OF THE COST OF THE EPO MEDICAL PREMIUM FOR DISTRICT-SPONSORED SINGLE COVERAGE MEDICAL INSURANCE FOR EACH FULL-TIME ELIGIBLE MBU (AS DETERMINED BY THE INSURANCE PROVIDER) WHO ELECTS COVERAGE.

- B.** The types of insurance listed in 28-2 shall continue for the ~~2009-2010 school year~~ **DURATION OF THIS AGREEMENT.**
- C.** Flex credit is available only to those employees who have continuously participated in Flex Credit since the 2001-2002 school year without interruption, **IF PERMITTED BY LAW.** (No one employed after 2000-2001 is eligible for this benefit.) Said employees shall be provided \$1,740 to select from other insurance programs listed in 28-2 below, or paid out as income through payroll.
- D.** For eligible part-time MBUs, the medical insurance cost shall be prorated according to the percentage of the school year worked.
- E.** The District shall cease further contribution to District-sponsored single coverage medical insurance for employees who terminate employment before their last duty day of the fiscal year.

28-2 Types of Insurance

The District shall make available to each eligible MBU the following optional insurance programs from which a MBU may choose, at his/her own expense.

- A. Dental Insurance;
- ~~B. Income Protection Insurance;~~
- ~~C.~~**B.** Supplemental Life Insurance;
- ~~D.~~**C.** Vision;
- ~~E.~~**D.** Coverage for spouse and/or dependent children in items A and D above;
- E. SUPPLEMENTAL INSURANCE;**
- F. SHORT-TERM DISABILITY INSURANCE.**

28-3 Insurance Committee

Future changes in the District's medical and health insurance program will be recommended by an insurance committee. This committee shall consist of eleven (11) members, five (5) appointed by the Association, and six (6) appointed by the District.

28-4 Health Insurance Benefit Retention

MBUs on unpaid leave may retain their insurance benefits by paying the premiums personally.

28-5 Open Enrollment

Any open enrollment period shall occur between the dates of August and May, and shall be at least thirty (30) calendar days in duration. A MBU may discontinue participation in any portion of the insurance program at any time, subject to a qualifying status change, as defined by federal law.

28-6 Newly Eligible Employees

A newly eligible employee shall be provided at least thirty (30) calendar days to enroll in an insurance program in accordance with Article 28-1. If he/she declines to participate in any District insurance programs, he/she shall so indicate the refusal on the enrollment form.

28-7 Life Insurance

All full-time MBUs shall be provided at District expense with a term life insurance policy equal to the MBU's base salary as of July 1, but not less than \$10,000. Part-time MBUs shall receive at District expense a term life insurance policy equal to half of the MBU's base salary as of July 1, but not less than \$5,000. MBUs shall have the option of purchasing additional term life insurance at his/her own expense.

28-8 Payroll Deduction

Payroll deduction shall be made available upon request to any MBU for any of the following:

- A. District approved benefits;
- ~~B. A+ California Casualty Automobile and Home Insurance;~~
- ~~C. B.~~ Direct deposit to District-approved banking institutions.

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ARTICLE THIRTY

SALARY

30-1 Salaries

- A. The salary schedule for the ~~2009-2010~~ **2010-2011** school year shall be effective July 1 as specified in Article 30-9 **AND 30-10.**

~~If the projected TUSD deficit for fiscal year 2009-2010 exceeds \$46 million or is less than \$25 million, then the tea and TUSD bargaining teams agree to meet to consider alternatives, which can include discussions in TUSD partnership meetings.~~

- B. The salary schedule will not reflect compensation attained through advanced degrees, professional development, or district service stipend.
- ~~C. B.~~ TUSD shall continue the practice of discussing special compensation issues with the Association. An example includes incentives for MBUs at those schools under improvement due to state or federal labels.

30-2 Schedule Placement – ~~Newly Employed MBUs:~~

- A. Newly employed MBUs shall be placed on the **APPROPRIATE** salary schedule at a number reflecting up to a \$500 credit on the salary schedule for each full year of full-time previous experience. Acceptable experience is limited to that gained within the last ten (10) years. Experience prior to earning a Bachelor's Degree and certification shall not be credited to an employee for salary purposes.
- B.
 1. Newly employed MBUs shall be given credit for teaching experience in the Peace Corps, overseas, in private and public schools, and in accredited junior colleges or universities.
 2. Vocational teachers with degrees shall also be allowed credit for approved work experience in their teaching fields.
 3. Social workers shall receive credit for experience gained prior to meeting minimum certification requirements (Master's Degree) but subsequent to receipt of Bachelor's Degree.
 4. Experience credit for noncertified MBUs must be subsequent to the MBU's holding the appropriate credentials for the position.
- C. TUSD reserves the right to evaluate previous teaching and work experience.
- D. **OCCUPATIONAL THERAPISTS (OT), PHYSICAL THERAPISTS (PT), AND SPEECH AND LANGUAGE PATHOLOGISTS (SLP) SHALL BE PLACED IN THE SAME MANNER AS OTHER MBUS, BUT USING THE SCHEDULE IN 30-10.**

30-3 Salary Level Placement and Advancement:

- A. There will be no salary cell advancement in the ~~2009-2010~~ **2010-2011** school year.
- B. **Degree Compensation:**

1. MBUs completing requirements for a MA degree or a Ph.D. must submit transcripts reflecting the awarding of said degree no later than November 1 of each school year following the issuance of the degree. Requirements for said degree must be completed prior to the start of the contract year.
2.
 - a. MBUs who currently receive a masters degree stipend or attain a masters degree (or equivalent for OT/PTs) will earn an additional \$2000 in compensation above their placement on the salary schedule.
 - b. MBUs who currently receive a doctorate degree stipend or attain a doctorate will earn an additional \$3000 in compensation above their placement on the salary schedule.
3. **Occupational Therapists/Physical Therapists:**
Occupational and Physical Therapists may count all continuing education unit (CEU) credits received within the last ten years for additional degree compensation equivalent to the masters degree stipend when 32 CEUs above a bachelor's degree have been credited.
4. Contracts reflecting salary changes for degree advancement shall be up-dated and re-issued to MBUs within thirty (30) days of submission to the District.

C. Professional Development

Refer to Article 19 for specific provisions of the professional development program.

30-4 District Service Stipend

Beginning July 1 of each school year all MBUs who meet the required consecutive years of service to the District will receive the compensation listed below in addition to their base salary and any degree compensation. The District service stipend will be added to the MBU's annual salary. The compensation stated below will begin the 6th, 11th, 21st and 31st consecutive year of service to TUSD.

| <u>Consecutive Years of Service</u> | <u>Amount</u> |
|-------------------------------------|---------------|
| 6-10 | \$1,000 |
| 11-20 | \$1,100 |
| 21-30 | \$1,250 |
| 31 and more | \$1,500 |

30-5 Pay Plan Procedure

MBUs have the option of selecting one (1) of three (3) pay plans:

- A. Every other Friday during the school year -- twenty (20) equal checks.
- B. Twenty-six (26) checks--twenty (20) to be paid every other Friday during the school year and the remainder paid in a lump sum on the normal bi-weekly payday of the pay period encompassing the last day of school. This option is only available to the MBUs employed as of the first contract date of the school year.
- C. Twenty-six (26) checks to be paid every other Friday. During summer vacation checks are to be mailed to the MBU's summer address. This option is only available to MBUs employed as of the first contract date of the school year.

30-6 Extended Contracts

- A. In the event the number of days in a MBU's contract is extended, that MBU shall be paid at the daily rate of 1/207 of his/her scheduled salary per additional day. MBUs on an extended contract shall receive all holidays and benefits received by MBUs during the school year.
- B. All counselors shall have five (5) additional days added to their school year. These days shall be applied toward five (5) days compensatory time during the regular school year.

30-7 Partial Contracts

MBUs employed less than full time shall be paid pro rata salary and benefits. Part-time classroom MBUs shall be paid salary and benefits in accordance with the number of classes taught (1/5, 2/5, 1/2, 3/5 or 4/5). Non-classroom part-time teachers shall be paid salary and benefits in accordance with the pro-ration of the normal workday employed.

30-8 Classroom Site Fund

- A.** As the result of passage of HB 1007, the TEA and TUSD Joint 301/Classroom Site Fund Committee will review and if necessary, revise the plan for performance-based compensation (PBC), will review the utilization of the site menu monies annually, and will address issues and concerns regarding implementation of the plan. This plan outlines the process by which the PBC is implemented and monies are awarded to individuals and sites.
- B.** MBUs shall be provided copies of the annual PBC plan by May 1 for the subsequent year.
- C.** The TEA/TUSD Classroom Site Fund Committee shall be appointed annually by each party in equal numbers.
- D.** The TEA/TUSD Classroom Site Fund Committee shall design and recommend to the TUSD Superintendent and TEA Executive Director an appeals process for resolution of disputes arising out of this plan.
- E.** All Proposition 301/Classroom Site Fund increases anticipated by this provision are contingent upon receipt of funding or legislative authorization to expend. Any increase realized during the term of this agreement may be decreased for subsequent years if the level of funding received by the District or if expenditures authorized by the legislature for these components of Proposition 301/Classroom Site Fund are not maintained or are decreased, or if the MBU does not qualify or successfully participate in a plan implementing the component.

30-9 Salary Schedule for July 1, 2009 2010 through June 30, 2010 2011 FOR MBUS OTHER THAN OCCUPATIONAL THERAPISTS (OTS), PHYSICAL THERAPISTS (PTS) AND SPEECH AND LANGUAGE PATHOLOGIST (SLPS)

| SALARY | | SALARY |
|---------------|--|---------------|
| 32,960 | | 53,045 |
| 33,346 | | 53,560 |
| 33,733 | | 54,075 |
| 34,119 | | 54,590 |
| 34,505 | | 55,105 |
| 35,020 | | 55,620 |
| 35,535 | | 56,135 |
| 36,050 | | 56,650 |
| 36,565 | | 57,165 |
| 37,080 | | 57,680 |
| 37,595 | | 58,195 |
| 38,110 | | 58,710 |
| 38,625 | | 59,225 |
| 39,140 | | 59,740 |
| 39,655 | | 60,255 |
| 40,170 | | 60,770 |
| 40,685 | | 61,285 |
| 41,200 | | 61,800 |
| 41,715 | | 62,315 |
| 42,230 | | 62,830 |
| 42,745 | | 63,345 |
| 43,260 | | 63,860 |
| 43,775 | | 64,375 |
| 44,290 | | 64,890 |
| 44,805 | | 65,405 |
| 45,320 | | 65,920 |
| 45,835 | | 66,435 |
| 46,350 | | 66,950 |
| 46,865 | | 67,465 |
| 47,380 | | 67,980 |
| 47,895 | | 68,495 |
| 48,410 | | 69,010 |
| 48,925 | | 69,525 |
| 49,440 | | 70,040 |
| 49,955 | | 70,555 |
| 50,470 | | 71,070 |
| 50,985 | | 71,585 |
| 51,500 | | 72,100 |
| 52,015 | | 72,615 |
| 52,530 | | 73,130 |
| | | 73,645 |

30-10 SALARY SCHEDULE FOR JULY 1, 2010 THROUGH JUNE 30, 2011 FOR OT, PT AND SLP MBUS

| SALARY | | SALARY |
|---------------|--|---------------|
| 43,507 | | 70,019 |
| 44,017 | | 70,699 |
| 44,528 | | 71,379 |
| 45,037 | | 72,059 |
| 45,547 | | 72,739 |
| 46,226 | | 73,418 |
| 46,906 | | 74,098 |
| 47,586 | | 74,778 |
| 48,266 | | 75,458 |
| 48,946 | | 76,138 |
| 49,625 | | 76,817 |
| 50,305 | | 77,497 |
| 50,985 | | 78,177 |
| 51,665 | | 78,857 |
| 52,345 | | 79,537 |
| 53,024 | | 80,216 |
| 53,704 | | 80,896 |
| 54,384 | | 81,576 |
| 55,064 | | 82,256 |
| 55,744 | | 82,936 |
| 56,423 | | 83,615 |
| 57,103 | | 84,295 |
| 57,783 | | 84,975 |
| 58,463 | | 85,655 |
| 59,143 | | 86,335 |
| 59,822 | | 87,014 |
| 60,502 | | 87,694 |
| 61,182 | | 88,374 |
| 61,862 | | 89,054 |
| 62,542 | | 89,734 |
| 63,221 | | 90,413 |
| 63,901 | | 91,093 |
| 64,581 | | 91,773 |
| 65,261 | | 92,453 |
| 65,941 | | 93,133 |
| 66,620 | | 93,812 |
| 67,300 | | 94,492 |
| 67,980 | | 95,172 |
| 68,660 | | 95,852 |
| 69,340 | | 96,532 |
| | | 97,211 |

ARTICLE THIRTY-TWO

CONTRACTS

32-1 Certificated Member of the Bargaining Unit Contracts

Each certificated teacher as defined by Arizona State Law employed by Tucson Unified School District shall be issued the following contract, with the exception of those MBUs defined in Article ~~1-42~~ **1-44**. The TEA President/ designee may review for accuracy the annual employment contracts prior to their distribution.

TUCSON UNIFIED SCHOOL DISTRICT
Tucson, Arizona
CONTRACT

_____ being appointed hereby to perform duties in a certificated position in the Tucson Unified School District for the **2010-2011** school year, effective _____, hereby agrees to perform faithfully all duties assigned according to law and the rules legally established for the government and operation of the schools including, but not limited to, those outlined in the following four paragraphs. Failure to meet stated requirements could constitute grounds for dismissal, subject to all statutory and District regulations governing dismissals.

This Contract is expressly conditioned upon the Teacher's holding (or having filed an application and completed all of the requirements for) a valid Provisional or Standard Teaching Certificate with appropriate endorsement(s) or approved areas issued by the Arizona Department of Education on or before the first duty day of the ~~2009-2010~~ **2010-2011** school year.

If the Teacher's teaching certificate is scheduled to expire during the term of this Contract, Teacher agrees to renew such certificate and provide proof to the District of such at least sixty (60) days prior to the date Teacher's teaching certificate is scheduled to expire.

This Contract is expressly conditioned on the Teacher holding (or having filed an application for) and maintaining during the entire term of this contract a valid fingerprint card issued pursuant to A.R.S. §41-1758 and 15-534.

This Contract is expressly conditioned on the Teacher taking necessary steps to obtain **FULL** SEI endorsement. ~~Pending full SEI endorsement, the Teacher must comply with the requirements for the provisional SEI Endorsement. NOTE: The Teacher must complete the requirements for a full SEI endorsement by August 2009.~~

BASE SALARY: In consideration of said services, satisfactorily performed, the Governing Board, on behalf of the School District, agrees to pay the above named individual an **ANNUAL** base salary in the amount of no less than \$_____, **FOR FULL TIME EQUIVALENCY (FTE). PARTIAL CONTRACTS WILL BE PRORATED ACCORDINGLY.** (plus \$_____ for advanced degree compensation, plus \$_____ for District Service Stipend, for a total contract amount of \$_____ for the term of this contract. **THIS RATE OF PAY SHALL BE PRORATED TO REFLECT THE ACTUAL DAYS OF SERVICE IF LESS THAN THE 207 DAYS SPECIFIED IN ARTICLE 12 OF THE CONSENSUS AGREEMENT. COMPENSATION MAY ALSO INCLUDE AN ADVANCED DEGREE STIPEND AND/OR DISTRICT SERVICE STIPEND AS DEFINED IN ARTICLES 30-3 AND 30-4 OF THE CONSENSUS AGREEMENT. SUCH STIPENDS WILL ALSO BE PRORATED TO REFLECT THE ACTUAL DAYS OF SERVICE IF LESS THAN THE 207 DAYS SPECIFIED IN ARTICLE 12.**

Should contract negotiations not be completed prior to the start of the new fiscal year, the salary set forth in this contract will be based on the current salary schedule and is subject to change pending negotiations.

~~In case of termination of this contract before the expiration thereof, the total amount to be received under this contract shall be determined by the ratio the number of days of service bears to the total number of days listed in the school calendar for that year. In case of employment after the school year has started, the remuneration for the~~

~~balance of the year shall be determined by the ratio the number of remaining school calendar days bears to the total number of days listed in the school calendar for that year.~~

Should the employee terminate this contract without board approval at any time before or during the term of the contract, the above named individual will be required to pay the district a total amount of five percent (5%) as liquidated damages.

PERFORMANCE PAY: A teacher may qualify to be paid Performance Pay monies pursuant to the Performance Pay policy adopted by the TUSD Governing Board. The District's performance pay policy shall distribute among District teachers who qualify for such payments, the monies received by the District pursuant to, and as a result of, Classroom Site Fund that are required to be allocated for teacher compensation based on performance. If the MBU qualifies to be paid performance pay, pursuant to the District's performance pay policy, the method and timing of payment of such monies, and the amount of any such performance pay shall be as specified in the Performance Pay Policy. Any performance pay policy earned by the MBU shall be in addition to the monies earned by the MBU as base salary.

All Classroom Site Fund increases anticipated by this contract are contingent upon receipt of funding or legislative authorization to expend. Any increase realized for a given year may be decreased for subsequent years if the level of funding received by the District or if expenditures authorized by the legislature for these components of Classroom Site Fund are not maintained or are decreased, or if the teacher does not qualify or successfully participate in a plan implementing the component.

I hereby accept this appointment subject to the provisions listed above **AND THOSE IN THE CONSENSUS AGREEMENT**. I understand that failure to return this contract to the Human Resources Department within thirty (30) days properly signed will void this offer of employment.

Teacher

Approved at a legally convened meeting of the Governing Board, Tucson Unified School District,

Pima County, Arizona, held on: _____.

Superintendent of Schools

32-2 Non-certificated Member of the Bargaining Unit Contracts

Each member of this bargaining unit who is not a certificated teacher as defined by Arizona State law, shall be issued the following contract, with the exception of those defined in Article ~~1-42~~ **1-44**.

TUCSON UNIFIED SCHOOL DISTRICT
Tucson, Arizona
CONTRACT

_____, being appointed hereby to perform duties as a _____ in the Tucson Unified School District **FOR THE 2010-2011 SCHOOL YEAR**, effective _____, hereby agrees to faithfully perform all duties assigned according to law and rules legally established for the government and operation of the schools. Failure to meet stated requirements could constitute grounds for dismissal, subject to all statutory and District regulations governing dismissals.

This Contract is expressly conditioned upon the Employee holding (or having filed an application and completed all of the requirements for) certification or licensure appropriate to the position held. Failure to meet stated

requirements could constitute grounds for dismissal, subject to all statutory and District regulations governing dismissal.

This Contract is expressly conditioned on the Employee holding (or having filed an application for) and maintaining during the entire term of this contract a valid fingerprint card issued pursuant to A.R.S. §41-1758 and 15-534 as required.

BASE SALARY: In consideration of said services, satisfactorily performed, the Governing Board, on behalf of the School District, agrees to pay the above named individual an ANNUAL base salary in the amount of **NO LESS THAN \$ _____, FOR FULL TIME EQUIVALENCY (FTE). PARTIAL CONTRACTS WILL BE PRORATED ACCORDINGLY.** (plus \$ _____ for advanced degree compensation, plus \$ _____ for District Service Stipend, for a total contract amount of \$ _____ for the term of this contract. **THIS RATE OF PAY SHALL BE PRORATED TO REFLECT THE ACTUAL DAYS OF SERVICE IF LESS THAN THE 207 DAYS SPECIFIED IN ARTICLE 12 OF THE CONSENSUS AGREEMENT. COMPENSATION MAY ALSO INCLUDE AN ADVANCED DEGREE STIPEND AND/OR DISTRICT SERVICE STIPEND AS DEFINED IN ARTICLES 30-3 AND 30-4 OF THE CONSENSUS AGREEMENT. SUCH STIPENDS WILL ALSO BE PRORATED TO REFLECT THE ACTUAL DAYS OF SERVICE IF LESS THAN THE 207 DAYS SPECIFIED IN ARTICLE 12.**

Should contract negotiations not be completed prior to the start of the new fiscal year, the salary set forth in this contract will be based on the current salary schedule and is subject to change pending negotiations.

~~In case of termination of this contract before the expiration thereof, the total amount to be received under this contract shall be determined by the ratio the number of days of service bears to the total number of days listed in the school calendar for that year. In case of employment after the school year has started, the remuneration for the balance of the year shall be determined by the ratio the number of remaining school calendar days bears to the total number of days listed in the school calendar for that year.~~

Should the employee terminate this contract without board approval at any time before or during the term of the contract, the above named individual will be required to pay the district a total amount of five percent (5%) as liquidated damages.

Employee and District agree that this Agreement does not come within and is not issued pursuant to the Arizona tenure law. However, termination of this contract shall be in accordance with District policies and the terms of the Consensus Agreement.

I hereby accept this appointment subject to the provisions listed above **AND THOSE IN THE CONSENSUS AGREEMENT.** I understand that failure to return this contract to the Human Resources Department within thirty (30) days properly signed will void this offer of employment.

Employee

Approved at a legally convened meeting of the Governing Board, Tucson Unified School District, Pima County, Arizona, held on _____.

Superintendent of Schools

32-3 Temporary Contracts

- A. The District shall employ **NEW** MBUs on a temporary contract if selected to fill vacancies advertised after Labor Day and/or a MBU selected to fill a vacancy for a position of 3/5 or less.
- ~~B.~~ Temporary contract MBUs are hired for the remainder of the school year only. With the exception of those temporary contract MBUs issued a letter of intent to re-employ for the following school year prior to March 15, temporary contract MBUs are guaranteed neither employment, nor given the status of a MBU (for purposes of Article 7 and Article 8) for subsequent school years. The decision as to the issuance of a letter of intent to re-employ for the following school year is left to the sole discretion of the District. Temporary Contract MBUs shall be placed on the salary schedule and shall receive all fringe benefits.
- B. Temporary contract MBUs issued a letter of intent to re-employ for the following school year prior to March 15 shall continue in their assignments as MBUs, in accord with Articles 6, 7 and 8.
- C. Temporary contract MBUs re-employed on or before the contract start date of the following school year shall:
 - 1. have their original temporary contract start date with the Tucson Unified School District reinstated as their seniority date.
 - 2. have any unused personal/sick leave balances restored as sick leave.
 - 3. be reimbursed for any COBRA costs incurred.
- D. Temporary contract MBUs shall be considered members of the bargaining unit (MBUs) during the term of their contract, and are covered by the provisions of this Agreement.

32-4 Certificated Teacher Temporary Contracts

Each certificated teacher as defined by Arizona State Law employed by Tucson Unified School District, and as defined in Article 1-42 of the Consensus Agreement, shall be issued the following contract:

TUCSON UNIFIED SCHOOL DISTRICT
Tucson, Arizona
CONTRACT

_____ being appointed hereby to perform duties in a certificated position in the Tucson Unified School District for the **2010-2011** school year, effective _____, hereby agrees to perform faithfully all duties assigned according to law and the rules legally established for the government and operation of the schools. Failure to meet stated requirements could constitute grounds for dismissal, subject to all statutory and District regulations governing dismissals.

The above named individual acknowledges that he/she is employed for the remainder of the school year only, and acknowledges that he/she is not entitled to have his/her contract renewed. This Contract constitutes Notice of Non-Renewal pursuant to A.R.S. § 15-536. No further Notice of Non-Renewal will be given.

This Contract is expressly conditioned upon the Teacher's holding (or having filed an application and completed all of the requirements for) a valid Provisional or Standard Teaching Certificate with appropriate endorsement(s) or approved areas issued by the Arizona Department of Education on or before the first duty day of the 2008-2009 school year.

If the Teacher's teaching certificate is scheduled to expire during the term of this Contract, Teacher agrees to renew such certificate and provide proof to the District of such at least sixty (60) days prior to the date Teacher's teaching certificate is scheduled to expire.

This Contract is expressly conditioned on the Teacher holding (or having filed an application for) and maintaining during the entire term of this contract a valid fingerprint card issued pursuant to A.R.S. §41-1758 and 15-534.

This Contract is expressly conditioned on the Teacher taking necessary steps to obtain SEI endorsement. Pending full SEI endorsement, the Teacher must comply with the requirements for the provisional SEI Endorsement. NOTE: The Teacher must complete the requirements for a full SEI endorsement by August 2009.

BASE SALARY: In consideration of said services, satisfactorily performed, the Governing Board, on behalf of the School District, agrees to pay the above named individual an ANNUAL base salary in the amount of **NO LESS THAN \$_____**, **FOR FULL TIME EQUIVALENCY (FTE). PARTIAL CONTRACTS WILL BE PRORATED ACCORDINGLY.** (plus \$_____ for advanced degree compensation, plus \$_____ for District Service Stipend, for a total contract amount of \$_____ for the term of this contract. **THIS RATE OF PAY SHALL BE PRORATED TO REFLECT THE ACTUAL DAYS OF SERVICE IF LESS THAN THE 207 DAYS SPECIFIED IN ARTICLE 12 OF THE CONSENSUS AGREEMENT. COMPENSATION MAY ALSO INCLUDE AN ADVANCED DEGREE STIPEND AND/OR DISTRICT SERVICE STIPEND AS DEFINED IN ARTICLES 30-3 AND 30-4 OF THE CONSENSUS AGREEMENT. SUCH STIPENDS WILL ALSO BE PRORATED TO REFLECT THE ACTUAL DAYS OF SERVICE IF LESS THAN THE 207 DAYS SPECIFIED IN ARTICLE 12.**

Should contract negotiations not be completed prior to the start of the new fiscal year, the salary set forth in this contract will be based on the current salary schedule and is subject to change pending negotiations.

~~In case of termination of this contract before the expiration thereof, the total amount to be received under this contract shall be determined by the ratio the number of days of service bears to the total number of days listed in the school calendar for that year. In case of employment after the school year has started, the remuneration for the balance of the year shall be determined by the ratio the number of remaining school calendar days bears to the total number of days listed in the school calendar for that year.~~

Should the employee terminate this contract without board approval at any time before or during the term of the contract, the above named individual will be required to pay the district a total amount of five percent (5%) as liquidated damages.

PERFORMANCE PAY: A teacher may qualify to be paid Performance Pay monies pursuant to the Performance Pay policy adopted by the TUSD Governing Board. The District's performance pay policy shall distribute among District teachers who qualify for such payments, the monies received by the District pursuant to, and as a result of, Classroom Site Fund that are required to be allocated for teacher compensation based on performance. If the MBU qualifies to be paid performance pay, pursuant to the District's performance pay policy, the method and timing of payment of such monies, and the amount of any such performance pay shall be as specified in the Performance Pay Policy. Any performance pay policy earned by the MBU shall be in addition to the monies earned by the MBU as base salary.

All Classroom Site Fund increases anticipated by this contract are contingent upon receipt of funding or legislative authorization to expend. Any increase realized for the contract year may be decreased for subsequent years if the level of funding received by the District or if expenditures authorized by the legislature for these components of Classroom Site Fund are not maintained or are decreased, or if the teacher does not qualify or successfully participate in a plan implementing the component.

I hereby accept this appointment subject to the provisions listed above **AND THOSE IN THE CONSENSUS AGREEMENT**. I understand that failure to return this contract to the Human Resources Department within thirty (30) days properly signed will void this offer of employment.

Teacher
Site:

Approved at a legally convened meeting of the Governing Board, Tucson Unified School District, Pima County, Arizona, held on: _____.

Superintendent of Schools

32-5 Non-certificated Member of the Bargaining Unit Temporary Contracts

Each member of this bargaining unit who is not a certificated teacher as defined by Arizona State law, and as defined in Article ~~1-42~~ **1-44** of the Consensus Agreement, shall be issued the following contract:

TUCSON UNIFIED SCHOOL DISTRICT
Tucson, Arizona
CONTRACT

_____, being appointed hereby to perform duties as a _____ in the Tucson Unified School District **FOR THE 2010-2011 SCHOOL YEAR**, effective _____, hereby agrees to faithfully perform all duties assigned according to law and rules legally established for the government and operation of the schools. Failure to meet stated requirements could constitute grounds for dismissal, subject to all statutory and District regulations governing dismissals.

The above named individual acknowledges that he/she is employed for the remainder of the school year only, and acknowledges that he/she is not entitled to have his/her contract renewed. This Contract constitutes Notice of Non-Renewal pursuant to A.R.S. § 15-536. No further Notice of Non-Renewal will be given.

This Contract is expressly conditioned upon the Employee holding (or having filed an application and completed all of the requirements for) certification or licensure appropriate to the position held. Failure to meet stated requirements could constitute grounds for dismissal, subject to all statutory and District regulations governing dismissal.

This Contract is expressly conditioned on the Employee holding (or having filed an application for) and maintaining during the entire term of this contract a valid fingerprint card issued pursuant to A.R.S. §41-1758 and 15-534 as required.

BASE SALARY: In consideration of said services, satisfactorily performed, the Governing Board, on behalf of the School District, agrees to pay the above named individual an **ANNUAL** base salary in the amount of **NO LESS THAN \$ _____, FOR FULL TIME EQUIVALENCY (FTE). PARTIAL CONTRACTS WILL BE PRORATED ACCORDINGLY.** (plus \$ _____ for advanced degree compensation, plus \$ _____ for District Service Stipend, for a total contract amount of \$ _____ for the term of this contract. **THIS RATE OF PAY SHALL BE PRORATED TO REFLECT THE ACTUAL DAYS OF SERVICE IF LESS THAN THE 207 DAYS SPECIFIED IN ARTICLE 12 OF THE CONSENSUS AGREEMENT. COMPENSATION MAY ALSO INCLUDE AN ADVANCED DEGREE STIPEND AND/OR DISTRICT SERVICE STIPEND AS DEFINED IN ARTICLES 30-3 AND 30-4 OF THE**

CONSENSUS AGREEMENT. SUCH STIPENDS WILL ALSO BE PRORATED TO REFLECT THE ACTUAL DAYS OF SERVICE IF LESS THAN THE 207 DAYS SPECIFIED IN ARTICLE 12.

Should contract negotiations not be completed prior to the start of the new fiscal year, the salary set forth in this contract will be based on the current salary schedule and is subject to change pending negotiations.

Employee and District agree that this Agreement does not come within and is not issued pursuant to the Arizona tenure law. However, termination of this contract shall be in accordance with District policies and the terms of the Consensus Agreement.

Should the employee terminate this contract without board approval at any time before or during the term of the contract, the above named individual will be required to pay the district a total amount of five percent (5%) as liquidated damages.

I hereby accept this appointment subject to the provisions listed above **AND THOSE IN THE CONSENSUS AGREEMENT**. I understand that failure to return this contract to the Human Resources Department within thirty (30) days properly signed will void this offer of employment.

Employee

Approved at a legally convened meeting of the Governing Board, Tucson Unified School District, Pima County, Arizona, held on _____.

Superintendent of Schools