

ADDENDUM

To the

2003 - 2005

CONSENSUS AGREEMENT

and the

WHITE COLLAR/FOOD SERVICE AGREEMENT

Between

TUSD and TEA

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CONSENSUS AGREEMENT ADDENDUM

(product of the Joint TUSD/TEA Salary Task Force)

Ratified by TEA, May 17, 2004; Approved by TUSD May 11, 2004

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WHITE COLLAR/FOOD SERVICE ADDENDUM

(product of the Joint TUSD/TEA Leave Language Task Force)

Approved by Task Force June, 2004; approved by TUSD July 14, 2004

Effective August 1, 2004:

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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 salary credit advancement on the salary schedule.

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 for the following school year, with the exception of D below:
 - 1. TUSD's approved professional development, participation in the National Board Certification Program, other approved activities, other 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.
- B. **Professional Development Credit**
In order to be considered for professional development credit for the following year, courses and/or activities must be successfully completed within the fifteen-month period prior to the first day with students for that school year.
- C. A MBU may only submit three credit hours per school year and is only eligible for one professional development stipend per school 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 certificated employee 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. Credit may be given for only three credits, not more or less.
- E. On or before November 1, 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 who complete three credits of District-approved professional development will, in the subsequent year, receive a \$500 stipend, to be paid no later than the last paycheck in December each calendar year, with the exception of,
 - a) MBUs who are eligible for a professional development stipend per 19-3-D, or
 - b) Eligible employees separating prior to receiving the stipend, the stipend will be paid in their last paycheck.
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.

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. TUSD-TEA Joint Classroom Site Fund Task Force
As referenced in Article 30 of this Agreement, TUSD and TEA agree to convene a Joint Task Force to determine the parameters for the Classroom Site Fund Objectives for the 2004-05 school year. A joint recommendation between TEA and TUSD shall be submitted to the TUSD Governing Board for their review and approval.

ARTICLE THIRTY

SALARY

30-1 Salaries

- A. The salary schedule for the 2004-2005 school year that has a starting salary of \$30,500 is specified in Article 30-13-A. The salary schedule for the 2005-2006 school year that has a starting salary of \$31,000 is specified in Article 30-13-B. The salary schedule for the 2006-2007 school year that has a starting salary of \$32,000 is specified in Article 30-13-C.
- B. The salary schedules shall reflect the MBU's daily rate for the one additional contract day for the 2004-2005 school year, and one final additional contract day for the 2005-2006 school year.

30-2 Schedule Placement - Newly Employed MBUs:

- A. **For the 2004-2005 school year:**
Placement for new hires with no previous years of experience will be on Step 1. Placement of new hires who have 1-5 years of experience will be on Step 1.5. Placement of new hires who have 6-10 years of experience will be at a step above 1.5 that credits an additional \$300 per year for each year between 6 and 10 years of experience.
- B. **For the 2005-2006 school year:**
 1. Placement for new hires with no previous years of experience will be on Step 1.
 2. Placement of new hires who have 1-3 years of experience will be on Step 1.5.
 3. Placement of new hires with 4-5 years of experience will be on Step 2.0.
 4. Placement of new hires who have 6-10 years of experience will be at a step above Step 2.0 that credits an additional \$375 per year for each year between 6 and 10 years of experience.
- C. **Beginning July 1, 2006:**
Newly employed MBUs shall be given \$375 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.

Placement of these newly employed MBUs will be at a step above 1.0 that credits an additional \$375 per year for each year between 1 and 10 years of experience. Experience prior to earning a Bachelor's Degree and certification shall not be credited to an employee for salary purposes.

- D. 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.
- E. TUSD reserves the right to evaluate previous teaching and work experience.

30-3 A. Salary Level Placement and Advancement:

- 1. Effective July 1, 2004: MBUs will be placed on the 2004-2005 salary schedule at a salary increase of no less than \$1,000, plus the 2003-2004 per diem for the added contract day, minus the amount of their degree compensation (\$2000 for the masters degree, \$3000 for the doctorate). The degree compensation will be added to the salary per Article 30-3-B-3 after placement on the schedule. No person who was a MBU during the 2003-2004 school year will be placed at a step less than 1.5 on the 2004-2005 salary schedule.
- 2. Effective July 1, 2005: MBUs will be placed on the 2005-2006 salary schedule at a number reflecting no less than a \$1,250 increase from the placement of the 2004-2005 salary schedule.
- 3. Effective July 1, 2006: MBUs will be placed on the 2006-2007 salary schedule at a number reflecting no less than a \$1,375 increase from the placement on the 2005-2006 salary schedule.
- 4. MBUs employed prior to the first day of the second semester of the previous school year shall advance one full level. MBUs employed between the first day of the second semester and the first day of the fourth quarter inclusive shall advance one half level.

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 attain a masters degree (or equivalent for OT/PTs) and all MBUs who were placed on the masters degree salary schedule in the 2003-2004 school year will earn an additional \$2000 in compensation above their placement on the new salary schedule.
- b) MBUs who attain a doctorate and all MBUs who were placed on the PH.D./ED.D salary schedule in the 2003-2004 school year will earn an additional \$3000 in compensation above their placement on the new salary schedule.

3. Occupational Therapists/Physical Therapists:

Occupational and Physical Therapists may count all CEU credits received within the last ten years for additional degree compensation equivalent to the masters degree stipend when 32 continuing education credits (CEUs) above a bachelor's degree have been credited.

C. Professional Development

Refer to Article 19-3-C for specific provisions of the professional development program.

- 30-4** Contracts reflecting salary changes for degree advancement and/or professional development shall be up-dated and re-issued to MBUs by October 15 or within thirty (30) days of submission to the District, whichever is later.

30-5 Anti-Compression Compensation

For the 2004-2005 school year only, MBUs who were placed in the numbered steps or the initial career teacher steps of the 2003-2004 salary schedule will receive anti-compression compensation based upon the following consecutive years of service in TUSD:

<u>Consecutive Years of Service</u>	<u>Amount</u>
6-10	\$400
11-15	\$450
16 or more	\$500

The anti-compression compensation stipend will be paid as a one-time payment no later than the last paycheck in December. The compensation stated above will begin during the 6th, 11th, and 16th consecutive year of service to TUSD.

30-6 Longevity Bonus

For the 2004-2005 school year only, MBUs who were placed in the career teacher steps beyond the initial career steps of the 2003-2004 salary schedule will be eligible for the longevity bonus if they qualify by length of service to the District. Length of service shall be recognized by adding to the MBU's salary the following appropriate bonus, retroactive to the first contract date of the school year in which the MBU is eligible:

<u>Years of Service</u>	<u>Amount</u>
21-30	\$350
31 or more	\$700

30-7 District Service Stipend

A. For the 2005-2006 school year only, 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:

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

The District service stipend will be paid as a one-time payment no later than the last paycheck in December. The compensation stated above will begin during the 6th, 21st, and 31st consecutive year of service to TUSD.

B. Beginning July 1, 2006, 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:

<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

The District service stipend will be paid as a one-time payment no later than the last paycheck in December. The compensation stated above will begin during the 6th, 11th, 21st and 31st consecutive year of service to TUSD.

30-8 Pay Plan Procedure

- A. MBUs not working in a "year round" program have the option of selecting one (1) of three (3) pay plans:
1. Every other Friday during the school year -- twenty (20) equal checks.
 2. Twenty-six (26) equal amounts--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.

3. Twenty-six (26) equal 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.
- B. MBUs working in a "year round" program have the option of selecting one of the following plans:
 1. Twenty-six (26) equal checks to be paid every other Friday. During summer vacation checks are to be mailed to the MBU's summer address.
 2. Twenty-six equal amounts - twenty-three to be paid every other Friday during the school year, and the remainder to be paid in a lump sum on the normal bi-weekly pay day of the pay period encompassing the last day of school.

30-9 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 1/204 his/her scheduled salary per additional day (206 days in 2004-05). 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.

30-10 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.

30-11 Classroom Site Fund

- A. As the result of passage of HB 1007, the TEA and TUSD Joint 301/Classroom Site Fund Task Force has developed a plan for performance-based compensation (PBC) and how to utilize the site menu monies. This plan outlines the process by which the PBC is implemented and monies are awarded to individuals and sites and how to utilize the site menu monies.
- B. The PBC plan and how to utilize the site monies may be adjusted on an annual basis by the Joint TEA/TUSD PBC Plan Implementation Team. MBUs shall be provided copies of the annual PBC plan by May 1 for the subsequent year.
- C. The TEA/TUSD PBC Plan Implementation Team shall be appointed annually by each party in equal numbers. The role of the TEA/TUSD PBC Plan Implementation Team is to review and, if necessary, revise the PBC plan. Additionally, the Implementation Team shall review the utilization of the site menu monies annually and address issues and concerns regarding the implementation of the PBC plan.
- D. The TEA/TUSD PBC Plan Implementation Team shall design and recommend to the TUSD Governing Board 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 for contract years 2004-05, 2005-06, or 2006-07 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 teacher does not qualify or successfully participate in a plan implementing the component.

30-12 Contingency for the 2006-2007 school year:

If, in the opinion of the Association or the District, funding for the 2006-2007 school year either increases or decreases substantially to warrant an alteration of the 2006-2007 salary schedule, then either party may request a re-opening of negotiations regarding salary no later than March 1, 2006.

30-12 Salary Schedules

Note: Placement on the salary schedule will not reflect compensation attained through advanced degrees, anti-compression, longevity, professional development, or district service stipend.

30-13-A Salary Schedule, July 1, 2004 – June 30, 2005

STEP	SALARY		STEP	SALARY
1	30,500		21	44,500
1.5	30,850		21.5	44,850
2	31,200		22	45,200
2.5	31,550		22.5	45,550
3	31,900		23	45,900
3.5	32,250		23.5	46,250
4	32,600		24	46,600
4.5	32,950		24.5	46,950
5	33,300		25	47,300
5.5	33,650		25.5	47,650
6	34,000		26	48,000
6.5	34,350		26.5	48,350
7	34,700		27	48,700
7.5	35,050		27.5	49,050
8	35,400		28	49,400
8.5	35,750		28.5	49,750
9	36,100		29	50,100
9.5	36,450		29.5	50,450
10	36,800		30	50,800
10.5	37,150		30.5	51,150
11	37,500		31	51,500
11.5	37,850		31.5	51,850
12	38,200		32	52,200
12.5	38,550		32.5	52,550
13	38,900		33	52,900
13.5	39,250		33.5	53,250
14	39,600		34	53,600
14.5	39,950		34.5	53,950
15	40,300		35	54,300
15.5	40,650		35.5	54,650
16	41,000		36	55,000
16.5	41,350		36.5	55,350
17	41,700		37	55,700
17.5	42,050		37.5	56,050
18	42,400		38	56,400
18.5	42,750		38.5	56,750
19	43,100		39	57,100
19.5	43,450		39.5	57,450
20	43,800		40	57,800
20.5	44,150		40.5	58,150
			41	58,500

30-13-B Salary Schedule for July 1, 2005 – June 30, 2006

STEP	SALARY		STEP	SALARY
1	31,000		21	50,500
1.5	31,375		21.5	51,000
2	31,750		22	51,500
2.5	32,125		22.5	52,000
3	32,500		23	52,500
3.5	33,000		23.5	53,000
4	33,500		24	53,500
4.5	34,000		24.5	54,000
5	34,500		25	54,500
5.5	35,000		25.5	55,000
6	35,500		26	55,500
6.5	36,000		26.5	56,000
7	36,500		27	56,500
7.5	37,000		27.5	57,000
8	37,500		28	57,500
8.5	38,000		28.5	58,000
9	38,500		29	58,500
9.5	39,000		29.5	59,000
10	39,500		30	59,500
10.5	40,000		30.5	60,000
11	40,500		31	60,500
11.5	41,000		31.5	61,000
12	41,500		32	61,500
12.5	42,000		32.5	62,000
13	42,500		33	62,500
13.5	43,000		33.5	63,000
14	43,500		34	63,500
14.5	44,000		34.5	64,000
15	44,500		35	64,500
15.5	45,000		35.5	65,000
16	45,500		36	65,500
16.5	46,000		36.5	66,000
17	46,500		37	66,500
17.5	47,000		37.5	67,000
18	47,500		38	67,500
18.5	48,000		38.5	68,000
19	48,500		39	68,500
19.5	49,000		39.5	69,000
20	49,500		40	69,500
20.5	50,000		40.5	70,000
			41	70,500

30-13-C Salary Schedule for July 1, 2006 – June 30, 2007

STEP	SALARY		STEP	SALARY
1	32,000		21	51,500
1.5	32,375		21.5	52,000
2	32,750		22	52,500
2.5	33,125		22.5	53,000
3	33,500		23	53,500
3.5	34,000		23.5	54,000
4	34,500		24	54,500
4.5	35,000		24.5	55,000
5	35,500		25	55,500
5.5	36,000		25.5	56,000
6	36,500		26	56,500
6.5	37,000		26.5	57,000
7	37,500		27	57,500
7.5	38,000		27.5	58,000
8	38,500		28	58,500
8.5	39,000		28.5	59,000
9	39,500		29	59,500
9.5	40,000		29.5	60,000
10	40,500		30	60,500
10.5	41,000		30.5	61,000
11	41,500		31	61,500
11.5	42,000		31.5	62,000
12	42,500		32	62,500
12.5	43,000		32.5	63,000
13	43,500		33	63,500
13.5	44,000		33.5	64,000
14	44,500		34	64,500
14.5	45,000		34.5	65,000
15	45,500		35	65,500
15.5	46,000		35.5	66,000
16	46,500		36	66,500
16.5	47,000		36.5	67,000
17	47,500		37	67,500
17.5	48,000		37.5	68,000
18	48,500		38	68,500
18.5	49,000		38.5	69,000
19	49,500		39	69,500
19.5	50,000		39.5	70,000
20	50,500		40	70,500
20.5	51,000		40.5	71,000
			41	71,500

ARTICLE THIRTY-TWO

CONTRACTS

32-1 A. For 2004-2005

Certificated Teacher 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.

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 school year, effective _____, and who holds or will hold a legal Arizona Certificate appropriate to the position, hereby agrees to perform faithfully all duties assigned according to law and the rules legally established for the government and operation of the schools.

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 for the term of this contract a base-salary in the amount of \$_____ at the rate of \$_____ for placement at step_____, plus \$_____ for advanced degree compensation, plus \$_____ for anti-compression and \$_____ for longevity bonus.

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.

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. 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

32-1 B For 2005-2006

Certificated Teacher 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.

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 school year, effective _____, and who holds or will hold a legal Arizona Certificate appropriate to the position, hereby agrees to perform faithfully all duties assigned according to law and the rules legally established for the government and operation of the schools.

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 for the term of this contract a base-salary in the amount of \$_____ at the rate of \$_____ for placement at step_____, plus \$_____ for advanced degree compensation, plus \$_____ District Service Stipend.

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.

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. 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

**32-1 C. For 2006-2007
Certificated Teacher 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.

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 school year, effective _____, and who holds or will hold a legal Arizona Certificate appropriate to the position, hereby agrees to perform faithfully all duties assigned according to law and the rules legally established for the government and operation of the schools.

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 for the term of this contract a base-salary in the amount of

\$ _____ at the rate of \$ _____ for placement at step _____, plus \$ _____ for advanced degree compensation, plus \$ _____ District Service Stipend.

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.

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. 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 Contract

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.

TUCSON UNIFIED SCHOOL DISTRICT
Tucson, Arizona
CONTRACT

_____, being appointed hereby to perform duties as a _____ in the Tucson Unified School District effective _____ and who holds or will hold a legal Arizona license appropriate to the position, hereby agrees to faithfully perform all duties assigned according to law and rules legally established for the government and operation of the schools.

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 for the term of this contract a base-salary in the amount of \$ _____ at the rate of \$ _____ for placement at step _____, plus \$ _____ for advanced degree compensation, plus \$ _____ District Service Stipend.

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. 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 MBUs on a temporary contract if hired after December 16 for the 1998-1999 school year. For subsequent school years, the District shall employ MBUs on a temporary contract if selected to fill vacancies advertised after August 1.
- 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.
- C. 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.
- D.
 - 1. Temporary Contract MBUs shall be placed on the salary schedule and shall receive all fringe benefits. Temporary contract MBUs re-employed shall receive a one (1) year experience credit for the year they are employed on a temporary contract, provided they were on contract for more than half of the school year.
 - 2. Temporary Contract MBUs re-employed on a regular contract shall have any unused personal/sick leave balances restored as sick leave.
- E. 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 school year, effective _____, and who holds or will hold a legal Arizona Certificate appropriate to the position, hereby agrees to perform faithfully all duties assigned according to law and the rules legally established for the government and operation of the schools.

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 for the term of this contract a base-salary in the amount of \$_____ at the rate of \$_____ for placement at step_____, plus \$_____ for advanced degree compensation, plus \$_____ District Service Stipend.

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.

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.

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. 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

32-5 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 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 effective _____ and who holds or will hold a legal Arizona license appropriate to the position, hereby agrees to faithfully perform all duties assigned according to law and rules legally established for the government and operation of the schools.

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 for the term of this contract a base-salary in the amount of \$_____ at the rate of \$_____ for placement at step_____, plus \$_____ for advanced degree compensation, plus \$_____ District Service Stipend.

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.

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.

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.

I hereby accept this appointment subject to the provisions listed above. 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

MEMORANDUM OF AGREEMENT

June 29, 2004

1. This agreement is entered into by TEA and TUSD for the extra duty pay schedule in Article 29 of the Consensus Agreement for 2004-2005 SY.
2. Effective July 1, 2004, the 2003-2004 extra duty salary schedules A and B, as identified in Article 29-7, will be increased by one percent for the 2004-05 school year.
3. This Agreement will not impact an employee's base salary in any way.
4. Continuing employees will be placed on the extra duty Pay Schedule in the same manner as they have for the 2003-04 school year. New employees will be placed according to the highest degree obtained and at the beginning step.
5. This calculation will be in effect for the entire length of the employee's contract, versus just the school year days. Employees hired during the school year will have their salary/contract prorated.

Level	BA Extra Duty	Level	MA/PhD Extra Duty
1	21,109	1	21,944
1.5	21,109	1.5	22,770
2	21,944	2	23,055
2.5	22,493	2.5	23,340
3	23,055	3	24,223
3.5	23,632	3.5	24,829
4	24,223	4	25,449
4.5	24,522	4.5	26,407
5	24,829	5	27,068
5.5	25,449	5.5	27,745
6	26,407	6	28,439
6.5	27,068	6.5	29,150
7	27,745	7	30,253
7.5	28,439	7.5	31,009
8	29,150	8	31,392
8.5	30,253	8.5	31,714
9	31,009	9	32,177
9.5	31,392	9.5	32,981
10	32,177	10	33,805
10.5	32,981	10.5	34,228
11	33,805	11	34,650
11.5	34,228		
12	34,650		

**ADDENDUM to the 2003-2005 AGREEMENT WITH TEA
For WHITE COLLAR/FOOD SERVICE EMPLOYEES**

ARTICLE TWENTY

LEAVE OF ABSENCE WITH PAY

20-1 SICK LEAVE – Accrual

- A. All employees covered by this Agreement shall be awarded sick leave benefits (without limit) based on the number of regularly assigned daily hours and accrued at the following rates:

	<u>Sick Leave</u>	<u>Personal Leave</u>
12 month	6 days a year	7 days a year
10 1/2 month	4 days a year	7 days a year
10 month	4 days a year	7 days a year
9 1/2 month	4 days a year	7 days a year
9 month	3 days a year	7 days a year

- B. Probationary employees may accumulate, but not use sick leave during their initial sixty (60) day probationary period. If the probation is extended, the employee may continue to accumulate sick leave and vacation but will only be eligible to take sick leave during this probation extension.
- C. All unused personal leave shall be made part of the employee's accumulated sick leave at the end of each fiscal year.

20-2 SICK LEAVE - Usage

A. Illness

Sick leave may be used at the employee's discretion when he/she is too ill to perform the duties of his/her job, or when a member of the family is ill enough to require the employee's attention, or for verified doctor appointments.

- B. Employees are required to notify their immediate supervisor(s) or designee(s) of a necessary sick leave absence at least one-half (1/2) hour prior to the start of the employee's work day.
- C. A written statement from the treating physician may be required by the District to substantiate an absence due to an employee's illness or for illness within the employee's immediate family if the absence is more than three (3) consecutive days duration, or those of less than three (3) days, when there is a reasonable doubt as to the proper use of sick leave.
- D. Employees who leave their assignment before the work day is finished or start their work day late due to illness or medical appointments, will have their absence time charged to sick leave to the nearest quarter hour.
- E. Bereavement Leave**
In the event of death in the family of an employee, the employee may take up to five (5) days of sick leave, plus up to three (3) days necessary travel time, excluding weekends. Additional days may be granted at the discretion of the supervising administrator. All such days taken will be considered sick leave.
- F. Special Bereavement Leave**
In the event of the death of a student, at least one employee from the site may be permitted to attend the funeral without loss of leave time or compensation. In the event of the death of a staff member, at least one employee from the site shall be permitted to attend the funeral without loss of leave time or compensation.

20-3 PERSONAL LEAVE - Accrual

- A. At the beginning of every school year each employee shall be credited with seven (7) days to be used for the employee's personal leave.
- B. New employees whose entry date to the District is other than July 1, will have their personal leave prorated.

- C. Employees assigned to a regular position may accumulate personal leave, but not use it during their initial sixty (60) days of service. This restriction may be extended for an additional sixty (60) days of service at the District's option.

20-4 PERSONAL LEAVE - Usage

- A. Personal leave days may not be taken the day immediately prior to or after a holiday or vacation, unless approved by the immediate supervisor. An employee planning to use a personal day or days shall notify his/her immediate supervisor at least one (1) day in advance except in cases of emergency. The immediate supervisor may deny personal leave if an emergency occurs and coverage of the employee's responsibilities cannot be arranged.
- B. An employee with the approval of his/her supervisor may take personal leave during the first week or last week of school, or in the first work week prior to the start of school.
- C. Employees assigned to a regular position may accumulate personal leave, but not use it during their initial sixty (60) days of service. This restriction may be extended for an additional sixty (60) days of service at the District's option.
- D. Employees may use personal leave before or after a holiday or vacation for absenteeism for days of religious observation when the need for religious leave is documented.

20-5 VACATION LEAVE - Eligibility

In order to be eligible, an employee must hold a regular twelve (12) month position in order to accrue vacation. Accrual is based on the regularly assigned daily hours in the employee's work day.

20-6 VACATION LEAVE - Accrual

- A. Years of service shall be calculated from the employee's date of hire with any adjustment necessary as a result of an unpaid leave of absence.
- B. Employees will earn vacation at the rate of ten (10) days annually during the first, second and third years of service.
- C. During the fourth and fifth years of service, employees will earn fifteen (15) days annually.
- D. Upon completion of five (5) or more years of service, employees will earn twenty (20) days annually.
- E. Twelve (12) month employees may accumulate up to and no more than 240 hours (or prorated cap) of vacation at any given time.
- F. If a nine (9), nine and one-half (9-1/2), ten (10), or ten and a half (10-1/2) month contract employee is transferred to a twelve (12) month position, the employee will accrue his/her vacation from the first day in the new assignment, at the vacation accrual rate equal to the years of service in the District as defined in Article 1-29.

20-7 VACATION LEAVE - Usage

- A. Employees shall not be compensated for accumulated vacation leave in excess of 240 hours (or prorated cap), unless the employee has requested, in writing, vacation leave and the request has been refused by the District, and such refusal would result in the employee forfeiting all or a portion of his/her accumulated vacation leave.
- B. If a holiday occurs during an employee's vacation, said holiday shall not be deducted from accumulated vacation leave.
- C. If work load permits, vacation leave shall be granted at the time requested in writing by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation leave at the same

time, the employee with the greater District seniority shall be given his/her choice of vacation in event of conflict.

The District may require employees to take leave time at times determined by the District but shall give the employees the option of vacation leave or unpaid temporary leave during temporary, complete or partial closing of various worksite(s). However, should the employee choose to take an unpaid leave during a time that coincides with a holiday period, the employee shall be paid for the holidays provided for in Article 19.

- D. The immediate supervisor shall grant or deny vacation request in writing within ten (10) days of receipt. Denial by a supervisor of an employee's vacation request shall be put in writing and a copy forwarded to Human Resources.
- E. A twelve (12) month employee transferring to a less than twelve (12) month position will receive compensation for unused accumulated vacation prior to starting the new assignment.
- F. Employees having earned vacation may take vacation in increments as approved by the site administrator.

20-8 Transfer of Sick Leave Days

A. In order to acknowledge the accumulation of sick leave, 9, 9-1/2, 10, and 10-1/2 month employees may transfer up to three (3) days of sick leave to their personal leave balance, and 12 month employees may transfer up to three (3) days of sick leave to their vacation balance during any contract year provided the employee has accumulated at least 30 days of sick leave.

B. Transfer of sick leave accrual may be made in the following manner:

Days of Sick Leave Used During Prior Contract Year	Maximum Days to Transfer
0-2	3
3	2

- C. Transfers of sick leave can only be initiated at the employee's written request to the Human Resources Absence Section or Food Service Central Office prior to November 1 of each year. The limit on number of allowable vacation days as defined in Article 20-6 apply to the transfer amount as well.
- D. This benefit may be received only once annually by an employee and is not available to employees discharged for just cause.

20-9 Jury Duty

- A. Employees 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 are required to submit a copy of the jury summons or subpoena to his/her 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 while the employee is either a plaintiff or a defendant must be charged to personal leave, vacation, or dock.

20-10 Military Leave

Employees will receive pay for all days during which they are 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 article only the term "years" means the fiscal year of the U.S. government. (A.R.S. 38-610)

20-11 Absence Due to On-the-Job Injury

- A. An employee will use accumulated paid leave for absences due to an industrial injury, not to exceed 100% of their regular pay. The District's Self-Insured Workers' Compensation Trust Fund will also compensate the employee in accordance with state law. Within four weeks of returning to work, an employee may make arrangements with Payroll to buy back paid leave used to supplement Workers' Compensation benefits for an on-the-job injury or illness.
- B. When all paid leave has been exhausted, or when the combination of paid leave and "restricted duty" will exceed six months, the qualifying employee shall use unpaid Family Medical Leave (FML). At the conclusion of FML, the employee will be placed on an unpaid, Worker Compensation leave. Family Medical Leave will run simultaneously with the Workers' Compensation leave.
- C. Employees injured on the job may be assigned to work "restricted duty" as recommended by the industrial injury treating physician.
- D. A combination of paid leaves, restricted duty, and unpaid leaves of absences are not to exceed twelve (12) months for a single on-the-job injury. At twelve months, the position will be released for recruitment.
- E. When an employee has been awarded a permanent disability preventing him/her from performing the essential functions of his/her pre-injury job classification, the District will attempt to find a position for which the employee can qualify and/or in which reasonable accommodations can be made for the disability. In such a placement, regardless of any provisions elsewhere in this Agreement, the employee will be paid the appropriate rate for the new position. Placement in another position as described in this article will not be considered if the employee is pending lay-off, suspension or termination, is on a plan for improvement or recommendations to improve, or any type of disciplinary probation.
- G. The District will adhere to the Arizona Workers Compensation Statute, the Federal Medical Leave Act, and the Americans With Disabilities Act.

20-12 Released Time

Released time may be granted to attend an approved conference or convention which would enhance an employee's work performance. First consideration will be given to employees participating or presenting in the conference. Released time must be requested at least one (1) week before in-state meetings, and out-of-state forms must be submitted before the second Tuesday of the month for Board approval prior to the conference.

20-13 Extended Illness or Injury

Return to work after an illness or injury lasting fifteen (15) days or more must be accompanied by a medical release from the attending physician. The release must state that the employee is "ready and medically capable of return to their regular job and duties." The District may require a "return to work" evaluation at District expense.

20-14 Assault

If it has been determined by an employee's supervisor that an employee has been physically assaulted by a student, the employee will be allowed up to two (2) days leave not charged to the employee.

20-15 Medical Leave Assistance Program

- A. Employees 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 employees. 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 employee may donate a maximum of five (5) sick leave days for every thirty (30) days of accumulated sick leave. The donor employee will designate the donation in the name of the employee to receive the donation.

- C. The recipient employee 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 employee 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 employee, will be donated.
- D. No employee shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term or short-term disability coverage.

ARTICLE TWENTY-ONE

LEAVES OF ABSENCE WITHOUT PAY

21-1 Leave of Absence

- A. The Board may grant a leave of absence to employees not to exceed one (1) year for the purposes listed below. No leaves will be granted for other employment.
 - 1) Health of employee (doctor's verification of illness is required)
 - 2) Health of immediate family (as defined in 1-17); doctor's verification of illness or disability and projected date of return to work is required)
 - 3) New infant or childcare (birth certificate or doctor's statement required)
 - 4) Course of study, education or training, as approved by TUSD (enrollment or registration documentation required)
 - 5) Military service (military order required)
 - 6) Campaign/Serve in public office
 - 7) Union business
- B. Employees must have worked the equivalent of one full school year to be eligible for an unpaid, board-approved leave of absence.
- C. Employees may be granted consecutive leaves.
- D. Upon granting the authorized absence, all rights of 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.
- E. Employees 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 employee's expense.
- F. Requests for medical leave shall be in writing and accompanied by a doctor's verification of the illness or disability and projected date of return to work.

21-2 Short Term Leave

- A. Requests for medical leave shall be in writing and accompanied by a doctor's verification of the illness or disability and projected date of return to work. When an employee has exhausted his/her paid leave 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 employee was enrolled at the beginning of his/her off-duty pay status. At the end of this period, he/she must return to work (and provide a medical release), or request for a board-approved leave. A short-term leave 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 may request a board-approved leave or return to work.
- B. 21-2-A, Short-Term, and 21-3, Family Leave, may not be used consecutively.

21-3 Family Leave

- A.** An eligible employee 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 in a twelve month period, for the following reasons:
 - 1) birth of a child (within 12 months of birth)
 - 2) adoption or foster placement of a child (within 12 months of adoption/placement);
 - 3) illness of the employee or family member (as defined in 24-3) with a serious documented health condition.
- B.** To be eligible for FML, the employee must be full-time and have worked at least 1,250 hours during the 12-months prior to the start of the FML leave.
- C.** The employee may use all or none of his/her accrued paid leave (sick, personal, vacation, or comp time) prior to the use of an unpaid FML leave .
- D.** The employee's supervisor or Human Resources may require documentation of the serious health condition of the employee or the employee's immediate family member from a health care provider.
- E.** Upon return from FML leave, the employee must be restored to his/her original position or a comparable job classification.
- F.** 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.
- G.** 21-2 (Short Term Leave) and 21-3 (Family Leave) may not be used consecutively.

21-4 Maintenance of Position

- A.** Upon termination of a board-approved leave (12-month or less) or a short-term leave, the employee, if he/she has not been subject to layoff, will be restored to his/her previous classification, grade and step. Seniority shall not accrue during the unpaid leave of absence above, but shall be restored at the level prior to the leave of absence.
- B.** If the employee is affected by layoff during said leave of absence, he/she shall be covered by provisions in Article 13.