

**CONSENSUS AGREEMENT FOR 2009-2010**

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## ARTICLE ONE

### DEFINITIONS

- 1-1** The term **ADDED DUTY** shall mean the duties compensated by the rate of pay found in Article 29-7.
- 1-2** The term **ASSAULT** shall mean unlawfully causing any physical injury to another; intentionally placing another in reasonable apprehension of imminent physical injury through verbal or physical means (initiation/hazing, threats/intimidation, bullying); knowingly touching another with intent to injure, insult, or provoke such person. An assault does not require actual physical contact.
- 1-3** The term **ASSIGNMENT** shall mean:
- A.** The schools(s), subject(s) and/or grade level(s) assigned to a MBU.
  - B.** For individuals assigned to a non-school site department, assignment shall mean the positions assigned to them within that department.
- 1-4** The term **ASSOCIATION** shall mean the Tucson Education Association. Wherever the term Association is used, it is understood that the President of the Association, or his/her designee, acts for the Association.
- 1-5** The term **BOARD** shall mean the Governing Board of Tucson Unified School District.
- 1-6** The term **CHARTER SCHOOL** shall mean a public school established with the TUSD Governing Board as its sponsor, pursuant to Title 15 of the Arizona Revised Statutes.
- 1-7** The term **COMBINATION CLASS** shall mean a class established at an elementary school when two or more grade levels are combined in order to adhere to class size caps listed in Article 22-2.
- 1-8** The term **CONTINUING TEACHER** shall mean a person employed in a position in Tucson Unified School District which requires a teaching certificate from the State Board of Education (including counselors and librarians), and/or a teacher who has been employed full-time by the District for more than the major portion of three consecutive years, as defined in A.R.S. 15-501.
- 1-9** The term **CONTACT TIME** shall mean any time during the school day during which a MBU is required to instruct/supervise (excluding supervision paid as extra duty) students.
- 1-10** The term **CORE BLOCK** shall consist of no more than three (3) consecutive periods at the 6th grade level, and no more than two (2) consecutive periods at the 7th grade level.
- 1-11** The term **DATE OF HIRE** shall mean the effective date of a contract as approved by the Governing Board.
- 1-12** The term **DAYS** shall mean working days. Working days are considered to be those exclusive of holidays and weekends. During the school year, working days shall mean teaching days plus duty days. During the summer, working days will be those when the District's Central Administrative Offices are open for business with the public.
- 1-13** The term **DISCIPLINE** shall mean written reprimands, suspensions and terminations.
- 1-14** The term **DISTRICT** shall mean the Tucson Unified School District.
- 1-15** The term **DISTRICT-INITIATED TRANSFER (DIT)** shall mean any mbu required to transfer job sites due to a district decision.
- 1-16** The term **EMERGENCY** shall mean an event which a reasonable, prudent person could not have reasonably prepared for and foreseen.
- 1-17** The term **EXTRA DUTY** shall mean those duties compensated according to the salary indices and schedule found in Article 29-4, 29-5 and 29-8.

- 1-18** The term **FACULTY** shall mean the entire teaching body of a school to include, but not be limited to, classroom teachers, resource teachers, exceptional education teachers, counselors and librarians.
- 1-19** The term **FAMILY** shall mean parents, foster parents, step-parents, spouse, child, brother, sister, mother-in-law, father-in-law, aunt, uncle, grandparents, grandchildren, a child to whom the employee stands in place of a parent, or a person in the metropolitan Tucson area for whom the MBU has or shares a major financial responsibility and is an established resident within the household.
- 1-20** The term **GRIEVANCE** shall mean an alleged violation, misinterpretation, or inequitable application of the terms or conditions of this Agreement.
- 1-21** the term **LEAD** shall refer to a mbu who is responsible for assigning tasks, monitoring work and providing input into the evaluation of other mbus. The lead mbu can also be responsible for program and staff development and monitoring staff compliance with district regulations.
- 1-22** The term **LETTER OF DIRECTION** shall mean a letter from a supervisor to a MBU specifying certain directions to be followed.
- 1-23** The term **LETTER OF REPRIMAND** shall mean a letter containing a rebuke of a MBU's conduct which shall be placed in the MBU's personnel file in the Human Resources Department.
- 1-24** A. The term **MEMBERS OF THE BARGAINING UNIT (MBU)** shall mean any or all full-time and part-time employees for whom the Association negotiates, including:

**1.**

Coordinator – At Risk Students	Nurse
Counselor	Occupational Therapist
Counselor, Career/Post Secondary	Performing Arts Specialist
Curriculum Specialist	Physical Therapist
Diagnostician	Professional Development Specialist
Exceptional Education Itinerant Teacher	Project Coordinator for Grants
Exceptional Education Teacher	Project Specialist
Exceptional Education Transition Coordinator	Resource Teacher
Family Center Coordinator	Science Specialist
Head Athletic Trainer	Social Worker
Hygienist	Speech Clinician
Instructional Coach	Student Support Services Coordinator
Instructional Data & Technology Specialist	Teacher
Instructional Technology Integration Specialist	Teacher - Librarian
Job Development Instructor	Teacher - Master Mentor
Language Acquisition Coach	Visual Arts Specialist
Language Acquisition Specialist	Vocational Evaluator
Literacy Specialist	Vocational Rehabilitation Counselor
Mathematics Specialist	

**2.** Any other positions created during the term of this agreement.

**B.** All MBUs shall be paid according to the salary schedule(s) as defined in the salary Article.

- 1-25** The term **MULTI-AGE CLASS** shall mean a class at an elementary school of more than one grade level established as part of an educational program/philosophy designed to remain in place for more than one year.

- 1-26** The term **NEW SCHOOL/NEW DEPARTMENT** shall mean any existing school designated as a "new school/new department" by Tucson Unified School District Governing Board action.
- 1-27** The term **PERSONNEL FILE(S)** shall include those files in the possession of the MBU's supervisor which contain information concerning a MBU, exclusive of the supervisor's personal notes regarding the employee's performance/conduct. The Personnel File maintained by the Executive Director of Human Resources shall be considered the official personnel file.
- 1-28** The term **PREPARATION** shall mean a lesson plan for a class period of more than fifteen (15) minutes for middle school and high school teachers distinguished by differences in grade level and/or subject matter, and/or bilingual.
- 1-29** The term **PRINCIPAL** shall mean any building administrator or the administrator of any work location or functional division in the school district.
- 1-30** The term **PROBATIONARY TEACHER** shall mean a person employed in a position in Tucson Unified School District which requires a teaching certificate from the State Board of Education (including counselors and librarians), and a teacher who has not been employed full-time by the District for more than the major portion of three consecutive school years, as defined by A.R.S 15-501.
- 1-31** The term **PROFESSIONAL DEVELOPMENT** shall mean the voluntary participation by MBUs in any approved activity (as defined in Article 19) and selected by the individual. Professional development hours count for the MBU's professional development stipend and re-certification.
- 1-32** The term **PROGRAMMATIC NEED** shall mean specific instruction that must be offered to meet student needs due to federal/state legal requirements, and/or Board designated requirements.
- 1-33** the term **QUALIFIED EVALUATOR** shall mean any certified employee who is responsible for the supervision or independent observation of other certified employees and who has taken "evaluator training" as designated by TUSD's professional learning department.
- 1-34** The term **RELOCATION** shall mean the move of an exceptional education teacher and his/her students to another site at any time during the year.
- 1-35** The term **REPRESENTATIVE** shall mean any TEA member that is designated by the Association to perform a function for the association. Upon request, the tea president shall provide notification of such representatives.
- 1-36** The term **SCHOOL COUNCIL** shall mean the body of stakeholder representatives which may include site administration, faculty and staff, parents/guardians of pupils who attend the school, community representatives, and/or students.
- 1-37** The term **SENIORITY** shall mean the number of years in the bargaining unit for MBUs with continuing TUSD employment. For part-time MBUs, seniority shall be pro-rated according to the percentage of the school year worked. Seniority is maintained and accrued during the time a MBU is on a recall list with the District and during any leaves of absence. In the event two or more MBUs have the same date of hire, their seniority rank shall be determined in the order of the last four digits of their Social Security number, lowest number being the most senior.
- 1-38** The term **SHARED DECISION-MAKING** shall mean the process of decision making at a worksite in which decision making is shared by the site administrator(s), teachers, parents/guardians and educational support professionals within the framework of each site's school council and Governing Board Policy. Shared decision-making shall be synonymous with the term site-based decision-making. Shared decision-making is designed to comply with the decentralization provisions stated in the 1994 Arizona revised statutes (ARS 15-351).

- 1-39** The term **STAFF DEVELOPMENT** shall mean the participation by MBUs in in-service activities during normal work hours. Staff development hours shall count only for re-certification.
- 1-40** The term **STUDENT WITH A 504 ACCOMMODATION PLAN** shall mean any student who has been identified by the District as meeting the criteria specified in Section 504 of the Rehabilitation Act of 1973.
- 1-41** The term **SUBSTITUTE** shall mean a person who holds the appropriate credentials to be a substitute in the State of Arizona.
- 1-42** The term **TEACHER LOAD** shall mean the number of students instructed by a teacher at a middle school and/or high school. Students enrolled in any class period of more than fifteen (15) minutes duration shall be counted as part of a teacher's load.
- 1-43** The term **TEACHER TRAINEES** shall mean student teachers, interns, or any individual participating in a teacher education program.
- 1-44** The term **TEMPORARY CONTRACT** shall mean:
- A.** The contract issued to those MBUs selected to fill vacancies advertised after Labor Day of each succeeding school year
  - B.** The contract issued to any MBU hired to fill in for a MBU on a one-year Governing Board leave of absence.
  - C.** The contract issued to any MBU with a 3/5 or less position.  
The contract is effective upon the MBU's date of hire.
- 1-45** The term **TRANSFER** shall mean a change from one school or a non-school site department to another school or a non-school site department, resulting from the application of procedures in Articles 7 or 8. The move of an entire school to another location shall not be considered a transfer.
- 1-46** The term **VACANCY** shall mean any budgeted position previously held by a member of the bargaining unit, whether a newly created budgeted position, or a previously held or newly created budgeted extra-duty position which is not filled administratively through application of Article 8, or assignment in accord with ADA.

## ARTICLE TWO

### GENERAL PROVISIONS

#### 2-1 Discrimination

- A. Neither the District nor the Association shall discriminate against any MBU on the basis of race, religion, color, national origin, age, gender, marital status, disability, or membership or participation in the Association's activities.
- B. A MBU shall have the right to be free from physical or verbal abuse, mental harassment and racial, ethnic or derogatory and/or defamatory statements.
- C. The rights, privileges and benefits provided by virtue of this Agreement shall be applied equitably to all MBUs.

#### 2-2 Board Policy

This Agreement constitutes officially adopted Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.

#### 2-3 Board Powers

The Board and the Association recognize that the Board and its administrators have certain powers, discretions and duties that, under Federal law, the Constitution and Laws of the State of Arizona, may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application to any MBU covered hereby, shall be found contrary to law by legislative act or court of competent jurisdiction, such provision or application shall have effect in the law only to the extent permitted by law, but all other provisions or applications of this Agreement shall nevertheless continue in full force and effect. The Association and District shall immediately reopen negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

#### 2-4 Alteration

- A. No change, revision, alteration or modification of this agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.
- B. In case of emergency (as defined in Article One) for **2008-2009**, either party may request in writing to the other to reopen any article(s) for negotiation.

#### 2-5 Control

Except for those policies described herein as Agreements between the Board and the Association, the Board has the prerogative and responsibility to formulate and implement such other policies and programs it determines are necessary for efficient and effective operation of the schools. The provisions of this Agreement shall control where any conflict exists between this Agreement and Board policy, practice, custom, writing or intentions not incorporated in this Agreement. This Agreement shall not be used as a reason to deprive MBUs of professional advantage.

#### 2-6 Summer School

Should the Board elect to commence operation of its own summer school program (as opposed to contracting out), such program will not be covered under the terms of this Agreement.

## 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**

- 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 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, the White Collar/Food Service and the Consensus Agreements for employees in the bargaining units thirty (30) calendar days from the date of Board ratification. 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
  3. Classroom Site Fund Planning Committee

Each committee shall be composed of 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. 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.

## **ARTICLE FOUR**

### **NEGOTIATION PROCEDURE**

#### **4-1 Recognition**

The District recognizes the Association as the exclusive representative of all MBUs in the District and shall negotiate terms and conditions of employment with the Association in accordance with the following procedure:

#### **4-2 Procedure**

- A. Both parties agree to negotiate in good faith. The obligation of good faith negotiations does not compel either party to agree to or to make a concession on a specific issue. The District shall make available to the Association the proposed budget for the next fiscal year as soon as it is available, including preliminary information concerning MBU salaries. The District shall provide the Association with public information requested by the Association.
- B. Negotiations shall be conducted in closed session unless both parties agree to the contrary. Either party may designate its own representatives and may utilize the service of consultants.
- C. Tentative agreement of individual items reached during negotiations shall be reduced to writing, dated and signed by the team's spokespersons. Tentative agreement of individual items shall be conditional upon the approval of the entire agreement by both parties. All tentative agreements negotiated by the negotiations teams are subject to formal ratification by the members of the Association and adopted by the District. After ratification by both parties, representatives of the District and Association shall sign the Agreement.

#### **4-3 Timelines**

Negotiations shall begin no later than March 1<sup>st</sup>. If no agreement has been reached by April 15<sup>th</sup> as a result of good faith negotiations, either party may declare an impasse and the issues in dispute shall be submitted to mediation/arbitration.

#### **4-4 Impasse**

- A.** Should the District and the Association be unable to agree within five (5) working days upon a mediator-arbitrator, the American Arbitration Association shall be requested to furnish a list of five (5) mediator-arbitrators from which the parties shall select a mediator-arbitrator in accordance with American Arbitration Association rules. The format, dates, and times of meetings shall be conducted in closed sessions. The costs for the services of the mediator-arbitrator including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the District and the Association.
  
- B.** The mediator-arbitrator shall first attempt to resolve the dispute through the mediation process. Should this process fail, that person shall then function as the arbitrator of the issues remaining in dispute. Within ten (10) working days after the conclusion of arbitration hearings, the mediator-arbitrator shall submit a report in writing to the District and Association only and shall set forth in the report the findings of fact, reasoning, and recommendations on the issues submitted. The report shall be advisory only and binding neither on the District nor Association. Within five (5) days after receiving the report of the mediator-arbitrator, the representatives of the parties shall meet to discuss the report. No public release shall be made until after such meeting. The respective parties shall take official action on the report of the mediator-arbitrator no later than fifteen (15) days after the meeting described above.

#### **4-5 Expiration**

If recognition is lost pursuant to the following procedures, this Agreement shall be considered null and void upon the expiration date of this Agreement.

#### **4-6 Decertification Petition**

##### **A. Petition**

- 1.** A petition for an election to decertify the Association may be filed with the Superintendent by a MBU within the unit or a teacher organization.
- 2.** The petition shall contain the following information:
  - a.** The name, address and telephone number of the petitioner, and the name, address and telephone number of the agent to be contacted, if any.
  - b.** A description of the established unit.
  - c.** The approximate number of teachers in the established unit.
  - d.** A statement that the teachers in the established unit no longer desire the Association as their exclusive representative.
- 3.** The petition shall be signed by at least 30 percent of the members in the established unit.
- 4.** The petitioner shall concurrently serve a copy of the petition to the District, the Association and any other teacher organization known to claim to represent MBUs.

##### **B. Election**

- 1.** Upon receipt of a petition for decertification, the Board may conduct a representation election under impartial auspices. The costs for such an election shall be defrayed equally by the petitioning organization and the District.
- 2.** A petition shall not be considered whenever a representation election has been held within the 12 months immediately preceding the filing of the petition. If there is an existing agreement in effect, the petition must be initiated, signed, and delivered to the Board within 90 to 120 working days prior to expiration of the agreement to fulfill the requirement for receipt of a valid petition for decertification.

## ARTICLE FIVE

### GRIEVANCE PROCEDURE

#### 5-1 Purpose

- A. The District and the Association acknowledge that it is usually most desirable for the MBU and his/her immediate supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the MBU, a grievance may be processed.
- B. The purpose of this grievance procedure is to secure equitable solutions to a claim of the grievant in an equitable manner and at the lowest possible level.

#### 5-2 Immediate Supervisor

- A. In any school, the immediate supervisor is deemed to be the building principal, principal designee, or acting principal in his/her absence.
- B. If a MBU works at more than one school, the immediate supervisor shall be deemed to be the supervisor with whom the grievance has been filed.
- C. If a MBU is not assigned to an individual school, the immediate supervisor is deemed to be the administrator by whom the MBU is evaluated.

#### 5-3 Level One

- A. A MBU with a Level I grievance shall first present it orally and informally, with or without a representative, to the grievant's immediate supervisor within fifteen (15) days from the occurrence of the alleged violation, or fifteen (15) days from the time the alleged violation is known to the grievant or the Association.
- B. When presenting a Level I grievance, the grievant must specifically inform the immediate supervisor that the presentation is a Level I grievance. A Level I grievance shall include the following:
  - 1. Date of alleged violation;
  - 2. Section of Agreement allegedly violated;
  - 3. Relief requested.

#### 5-4 Level Two

- A. If resolution is not reached by means of the Level I grievance procedure, the grievant shall have five (5) days from the date of the Level I grievance meeting to file a written grievance. The grievant may present a claim in writing to the immediate supervisor, either directly or through the Association.
- B. A written grievance shall meet the following specifications:
  - 1. It shall contain a synopsis of the facts giving rise to the alleged violation or misinterpretation, including appropriate dates;
  - 2. It shall contain the specific section of this Agreement which has been allegedly misinterpreted or allegedly inequitably applied;
  - 3. It shall state the relief requested;
  - 4. It shall be signed and dated by the grievant.
- C. Within five (5) days after receiving the written claim of grievance, the immediate supervisor shall state the decision in writing and forward it to the Superintendent or designee, the grievant, and the Association.

#### 5-5 Level Three

- A. Within ten (10) days after receiving the written decision of the immediate supervisor (or within twenty (20) days from the date the Level I was filed if there was no written response to the Level II), the grievant may, either in person or through the Association, submit a written appeal

from the immediate supervisor's decision to the Superintendent or designee. Said appeal shall be accompanied by copies of the original claim of grievance and the immediate supervisor's written decision, and shall state with particularity objections to that decision. The Superintendent or designee shall investigate the claim, evaluate the evidence, and, ten (10) days after receiving the written appeal, state in writing a decision. The Association shall receive copies of all grievance decisions made as a result of hearings without Association representation. Such decisions will not be used by either party as precedence in future grievances.

- B. A copy of the original grievance and the Level III decision shall be sent to the Association at the same time the Level III decision is provided to the grievant.
- C. The Level III filing will be submitted with at least one date (within five days of filing) when the Association representative and the grievant will be available.

#### **5-6 Level Four - Arbitration**

- A. Only grievances arising out of an alleged misinterpretation or alleged violation of the express terms of this Agreement may be submitted to Level IV, and only on petition of the Association. All arbitration hearings will be held at times and locations mutually agreeable to both the District and the Association.
- B. If the response of the Level III review does not result in resolution of the grievance, the Association on behalf of the grievant may invoke this Level IV procedure within ten (10) days of the receipt of the Level III decision.
- C. The Superintendent or designee and the Association shall submit the issue and schedule a hearing date with the selected arbitrator within ten (10) days of filing of the grievance at Level IV.

#### **5-7 Selection of Arbitrators:**

The selection of arbitrators to hear TEA grievances shall be accomplished in the following manner:

TEA and TUSD shall agree on a list of twelve (12) arbitrators who are acceptable to both TEA and TUSD. The arbitrators shall be placed on a list in alphabetical order and assigned in that order as each grievance is filed. The intent is to rotate arbitrators. If an arbitrator's schedule prevents a mutually agreeable hearing date from being scheduled within forty-five (45) calendar days of filing for arbitration, then the next arbitrator on the list shall be assigned that grievance.

#### **5-8 Arbitration**

- A. The arbitrator shall be bound by the following:
  - 1. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement;
  - 2. The arbitrator shall expressly be confined to the precise issues jointly submitted by the parties. If the parties are unable to reach agreement on the submission of issues, the arbitrator shall formulate the issues to be determined.
- B. The findings and recommendations for relief of the arbitrator shall be advisory. A copy of the decision shall be submitted to both parties within thirty (30) days of the hearing.
- C. The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses shall be borne by the incurring party.

#### **5-9 Time Limits**

- A. Failure at any step in this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step.

- B. Failure at any step to appeal a grievance to the next higher step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time limits specified in the grievance procedure may be extended in any specific instance only by mutual written consent of both parties.

**5-10 Reprisals**

No reprisals shall be taken by the District or the Association against a grievant or witness(es) because of participation in the grievance procedure.

**5-11 Group Grievance**

If, in the judgment of the Association representative, the grievance affects a defined group of MBUs, the Association may pursue the grievance at Level III. Prior to filing the written Level III grievance, TEA shall first present the grievance orally to the Superintendent's designee in accordance with the Level I provision.

**5-12 Hearing and Decisions**

- A. At each of the levels of the grievance procedure, the grievant and his/her representative shall be given a reasonable opportunity to be heard. Hearings at each level will be held at times mutually agreeable to both the District and Association.
- B. All decisions at Level II and Level III shall be in writing and shall include supporting reasons. Copies of all decisions and recommendations shall be promptly furnished to all parties in interest, including the grievant and/or his/her representative.
- C. All decisions shall be implemented within ten (10) days unless stated otherwise in the decision.

**5-13 Forms**

Forms for filing grievances, withdrawing grievances, serving notices, taking appeals, making reports and recommendations and other necessary or related proceedings, shall be prepared by the District after consultation with the Association. Multiple copies shall be available upon request from TUSD Employee Relations or the Association.

**5-14 Information**

- A. Reasonable access shall be made available to records and files of all unprivileged information necessary to the determination and processing of any grievance.
- B. Only the following grievance information may be placed in a MBU's personnel file:
  - 1. Receiving additional monies/benefits;
  - 2. Placement on a salary schedule at a higher rate of pay;
  - 3. Placement in a position;
  - 4. Leave of absence and sabbatical approvals.

**5-15 Participation in Grievance Process**

- A. Grievant(s) and a reasonable number of witnesses who testify orally at scheduled hearings or arbitration hearings shall receive their regular rate of pay for any part of their workday spent in the following grievance related activities:
  - 1. Attending scheduled grievance hearings;
  - 2. Attending arbitration hearings.
- B. The MBU shall be released from his/her work duties only for the time necessary to testify and shall return to work immediately upon being released from the hearing. Arrangements for grievant(s) and witnesses must be made at least two (2) days prior to the scheduled hearing.

**ARTICLE SIX**

**ASSIGNMENT**

**6-1 Qualifications**

- A. MBUs shall not be required to accept assignments outside the scope of their state/national certification, endorsement, highly qualified or north central requirements, if applicable. However, if an MBU has been teaching a particular subject or grade level, the MBU has a professional responsibility to meet the certification and highly qualified requirements as defined by the state. Failure to meet the requirements may result in the district initiating the process of voiding the employment contract.
- B. Any position for in-house suspension programs shall be filled with a teacher.

**6-2 Site Assignments**

MBUs shall not be required to accept assignments to more than five (5) schools/sites, with the following exceptions:

Coordinator – At Risk Students	Job Development Instructor
Curriculum Specialists	Nurse
Direct Link	Occupational Therapists
Distance Learning	Physical Therapists
Hygienists	Vocational Evaluators
Hearing Impaired Teacher	Vocational Rehabilitation Counselors
	Visually Impaired Teacher

**6-3 Split Schedule**

No MBU shall be required to accept a split schedule.

**6-4 Assignments**

- A. Assignments shall be based on:
  1. TUSD curriculum;
  2. Needs of students based on enrollment and registration;
  3. Class sizes and staffing ratios as per the Consensus Agreement;
  4. The MBU's stated preference, education and experience.
- B. The District may assign teachers to different subjects and/or grade levels within a school.
- C. No assignment shall be arbitrary, capricious, or without basis in fact.
- D. Any counseling or librarian vacancy shall be advertised and filled according to the Vacancy Recruitment and Selection process.

**6-5 Initial Assignments for the Following School Year**

- A. No later than February 15 of each year, MBUs shall be asked in writing by the principal, designee or other appropriate District administrator, and/or department chairperson to identify their preferred assignment at their site(s), including the subject, grade level, extra duty assignments and/or schools (for MBUs assigned to more than one site).
- B. No later than April 1, each MBU shall be notified in writing of his/her tentative assignment for the following year. Exceptions are:
  1. May 15 for Exceptional Education MBUs; and
  2. First contract day of the next school year for itinerant music teachers.
- C. **Itinerant Music Teachers**  
 No later than their last contract day, traveling music teachers shall submit their suggested schedules for the next school year to their site administrator(s) and the Assistant Director for Fine Arts. Tentative schedules developed by the District for traveling music teachers will be provided to them by their first contract day. Traveling music teachers will have an opportunity for a consultation to suggest changes in their schedules prior to the opening of school.

**6-6 Assignment Changes**

- A. Assignments shall not be changed without prior consultation with the MBU; however, if the assignment must be changed before the MBU reports to work the following year, and every reasonable effort has been made to consult without success, the MBU will then be notified in writing.
- B. For Non-Exceptional Education MBUs assigned to more than one site, the addition, deletion, or exchange of less than 65 percent of site working time shall be an assignment change and not a transfer if it occurs prior to September 14 of each year. The addition, deletion or exchange of 65 percent or more of site working time shall be a transfer. Any change of site working time after September 14 of each year shall be a transfer.
- C. For Exceptional Education MBUs, any change in site working time before November 8 shall be considered an assignment change. In the event of an assignment change of an Exceptional Education MBU, the Exceptional Education MBU shall be provided two (2) working days "relieved of regular duties" to complete the assignment change.

**6-7 Return from Leave**

- A. A MBU on a full-time leave for one school year or less will return to his/her previous site/school and will be assigned first in accordance with the provisions of Article 6.
- B. MBUs on a fractional leave of absence will return to the site and FTE held at the time of their original request for a fractional leave.
- C. **Job Sharing**  
After expiration of a leave of absence granted for the purpose of job sharing, if vacancies do not exist at the site, Article 8 will apply.

**ARTICLE SEVEN**

**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, beginning July 1.

C. 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: 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: 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).

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

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

**7-6 Candidate Selection/Interviews for Vacancies Advertised Between March 1 and July 1:**

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**

**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**

- A.** A District-initiated transfer for the following school year 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 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) 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 shall be provided 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 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.

**ARTICLE NINE**

**NORMAL WORK DAY**

**9-1 Duration**

- A. A normal work day for MBUs shall be a 7.5 hour day. The only exception is Article 19-4, Staff Development, but in no case shall the work week exceed 37.5 hours.

<b>CONTRACT HOURS</b>	<b>LUNCH</b> <i>(Free of all duties, including travel)</i>	<b>PLANNING</b> Elementary	<b>PLANNING</b> Middle & High Schools
5/5 (7.5 hours)	Not less than 30 minutes	60 consecutive minutes	At least one period
4/5 (6 hours)	Not less than 30 minutes	60 consecutive minutes	At least one period
3/5 (4.5 hours)	Not less than 30 minutes	60 consecutive minutes	At least one period
1/2 (3.75 hours)	Not less than 30 minutes	30 consecutive minutes	30 consecutive minutes
2/5 (3 hours)	Not less than 30 minutes	30 consecutive minutes	30 consecutive minutes
1/5 (1.5 hours)		20 consecutive minutes	20 consecutive minutes

- B. MBUs may be permitted to leave the building during any time for which they are not assigned a class with the authorization of the Principal or his/her designee.

**9-2 Dismissal**

On days immediately prior to scheduled holidays or vacations, MBUs may leave after their students at their assigned worksite are dismissed.

**9-3 Planning Time**

- A. Uninterrupted planning time sixty (60) consecutive minutes shall be provided daily within the normal work day for full-time teachers at elementary sites. Planning period adjustments may be made with the approval of the teacher if the adjustment does not decrease the number of minutes allocated for planning time.
- B. At least one teaching period of uninterrupted planning time shall be provided each day for full-time teachers in middle schools and senior high schools. Planning period adjustments may be made with the approval of the teacher if the adjustment does not decrease the number of minutes allocated for planning time.

- C. Uninterrupted planning time of at least sixty (60) minutes shall be provided daily within the normal work day for full-time MBUs not referred to in 9-3-A & B. Planning period adjustment may be made with approval of the MBU if the adjustment does not decrease the number of minutes allocated for planning time.
- D. At the MBU's request, every reasonable effort will be made to insure that the planning time for MBUs assigned to more than one site will be provided at the base school.
- E. Planning time shall be free of any assigned activities, except where necessary for IEP activities, meetings with supervisors regarding evaluation observations, and parent conferences.
- F. Voluntary inservices during planning periods may be held at the request of the majority of MBUs or at the administrator's suggestion with concurrence of the majority of MBUs in the building or department. All materials and written information distributed at voluntary inservices shall be made available to the faculty or department. Compensation for loss of planning period need not be provided if a MBU chooses to attend said voluntary inservice during a planning period.

**9-4 Student Contact Time**

- A. The amount of teacher-student contact time (teaching time) shall not exceed 320 minutes per day in an elementary school. The above mentioned contact time may be exceeded only to accommodate teacher-student contact time decreased due to staff development days and only under the following conditions:
  - 1. Student contact time may not exceed 325 minutes per day.
  - 2. Student contact time may only be increased to offset a maximum of three hours per staff development day.
  - 3. Student contact time will average no more than 320 minutes per day during the semester/trimester.
  - 4. MBUs at the site will be consulted regarding scheduling.
- B. For teachers assigned to more than one (1) site, the amount of student-teacher contact time shall not exceed 300 minutes per day.

**9-5 Field Trips**

The District shall provide transportation and necessary substitutes for any approved field trips. When funds for field trip substitutes are not available, teachers may provide unpaid voluntary in-house coverage in lieu of substitutes. Approval for field trips will be given in writing.

**9-6 Parent Conferences**

- A.
  - 1. Elementary and exceptional education schools shall be dismissed early a minimum of four (4) half days during the school year to grant teachers time for parent-teacher conferences.
  - 2. Middle school students shall be dismissed early a minimum of three (3) half-days during the school year to grant teachers time for parent-teacher conferences.
  - 3. High school students shall be dismissed early a minimum of two (2) half-days during the school year to grant teachers time for parent-teacher conferences.
- B. On parent teacher conference days, students shall be dismissed three hours early.
- C. On parent conference days at any school level, MBUs may be assigned a "split" day, with up to one half of the teacher's normal work day allotted to evening parent-teacher conferences. The normal starting time of the work day shall not be changed for parent-teacher conference days or faculty meetings without the consent of a majority of the MBUs.

**9-7 Preparations**

- A. High school teachers shall have no more than three preparations per day without the approval of the teacher.

- B. Middle school teachers shall have no more than three (3) preparations per day without the approval of the teacher. A core block will be considered one preparation.
- C. Exceptional Education teachers are exempt from these provisions.

**9-8 Staffing Outside the Normal Work Day**

MBUs who are required to attend staffings outside the normal work day will be compensated at the same rate as loss of planning period.

**9-9 Evening Events**

Attendance at one open house and one other scheduled student performance/activity (excluding athletic events) by MBUs shall be part of their professional responsibilities without additional compensation. A sign up list of scheduled activities will be posted in each school. MBUs will not be assigned student supervision responsibilities at such activities.

**9-10 Traveling Coaches**

Any day during the coach's season on which a coach's planning period falls on the last period of the normal school day, the coach may use the planning period for travel to his/her coaching site, provided there are no educational activities requiring his/her presence. If a coach does not have a planning period on the last period of the normal school day, the coach may travel to his/her coaching site immediately following the dismissal of students.

**9-11 Registration**

Teachers, excluding counselors, in elementary and middle schools shall not be required to participate in the registration of students for more than two (2) hours. The two (2) hour period may be any time during the three day period preceding the opening day of school.

**9-12 High School and Middle School Teaching Periods**

- A. No high school or middle school teacher shall be required to teach more than five (5) periods of more than fifteen (15) minutes in duration per day, except as specified in Article 21-4.
- B. No MBU shall have more than one regular period of fifteen minutes or less per day.

**ARTICLE TEN**

**SAFE WORKING CONDITIONS**

- 10-1 A.** No MBU shall be required to work in any location which has been determined to be hazardous to his/her health and/or safety by the proper authority, i.e. building administrator, health inspector, fire inspector, District engineers, District medical doctor, etc.
- B.** When buildings or classrooms are closed because of emergencies, unsafe or hazardous conditions, MBUs may be temporarily reassigned to different locations until such time as the emergency or condition is rectified. No MBU shall suffer a loss of pay resulting from such emergencies or conditions.
- C.** When it is required that a MBU conduct classes in another school because of an emergency or unsafe or hazardous condition for more than five working days, that MBU shall be given one day of released time to establish the new classroom. The District shall provide assistance in moving supplies to the new school. The same released time and assistance shall be provided when the class is returned to the original school.

**ARTICLE ELEVEN**

**FACILITIES, EQUIPMENT and MATERIALS**

**11-1 Instructional Facilities**

- A. All areas which are used for purposes of instruction or instructional preparation shall be adequately heated, cooled, cleaned and maintained. These areas will also include a desk and chair for the MBU.  
  
In the event that temperatures become a detriment to the instructional process, every reasonable effort shall be made to remedy the problem, including but not limited to the provision of additional heating/cooling units.
- B. MBUs shall not be required to change teaching stations within a building more than twice per day, unless program or facilities necessitate otherwise.
- C. Space shall be provided for each MBU within each instructional area to store his/her instructional materials and supplies.
- D. Space with lock and key shall be provided to store personal articles.
- E. Board space shall be provided in every classroom.
- F. Books, paper, pencils, pens, chalk, erasers and other teaching materials shall be provided. Replacement of instructional material necessitated by an emergency and which is available in the TUSD warehouse, shall be completed within five (5) days.
- G. Typing, word processing and duplicating facilities to aid the MBUs in the preparation of instructional materials shall be provided.

**11-2 Lounge**

- A. An area shall be provided in each school for the exclusive use of MBUs and classified employees as a staff lounge. The lounge shall be adequately heated and cooled.
- B. The District shall provide a telephone in the area used as a staff lounge, for the use of MBUs and classified employees to make local telephone calls.

**11-3 Offices**

- A. During the normal work day, department chairpersons shall be assigned space for their use.
- B. MBUs whose job requires confidentiality shall be provided working space and access to a telephone where privacy is available.

**11-4 Keys**

Upon request from a MBU, he/she shall be provided with a key to his/her classroom and the principal may authorize his/her use of keys to the buildings, lounge, work areas and/or office and gates of the school. Keys shall be issued on the school site on one designated day during the three (3) preservice days.

**11-5 Facilities Construction and Maintenance**

- A. No MBU shall be required to create, construct or maintain facilities.
- B. All athletic facilities will be prepared for all approved interscholastic competition by non-MBUs. Said preparation will take place prior to approved interscholastic competition.
- C. Playgrounds will be maintained such that safe conditions exist.
- D. All MBUs shall be responsible for proper care, control and preventative maintenance of equipment under their supervision. However, major repairs shall not be the responsibility of the MBU beyond identifying and reporting required repairs. This shall not eliminate reasonable creativity required of a MBU in certain instances such as Fine Arts.

**11-6 Record Keeping**

In the event records are destroyed due to an act beyond a MBU's control, the District shall provide clerical assistance to the MBU to help replace the records.

**11-7 Pre-marking of Tests**

Classroom teachers shall not be required to pre-mark identification information on mandated tests, for elementary students, exclusive of newly enrolled students.

**ARTICLE TWELVE**

**CALENDAR**

**12-1** There will be no more than two hundred and seven (207) contract days except in the event that the number of teaching days are not completed by the last scheduled teaching day of the school year, sufficient additional teaching days shall be scheduled by mutual agreement of TEA and the District in order to meet that requirement.

Contract days shall include:

- A. No more than 180 teaching days.
- B. At least three (3) preparation days for planning, inservice, and preservice activities.
- C. At least three (3) grading days for the exclusive use of the teacher to compile grades and/or complete related activities, and/or attend voluntary inservice activities.
- D. At least one (1) day at the end of each year for compilation of grades, completion of year-end activities, and preparation for the following year.
- E. Twenty (20) holidays/vacation.

- 12-2** A. No meetings and/or inservices will be required on grading days, except when at least 80% of the MBUs at a site vote to have meetings and/or inservices at their site on a grading day. Inservice activities may, in any event, be provided on grading days on a strictly voluntary basis for each MBU.
- B. Any and all materials and written information distributed at voluntary inservices shall be distributed to the faculty or department.

## ARTICLE THIRTEEN

### EVALUATION

#### 13-1 Purpose

The purpose of this procedure is to evaluate the progress and success of both newly employed and experienced MBUs for the purpose of improving instruction and services. Evaluation also provides the basis for administrative decisions. Such decisions may include the employment of personnel, their assignment, the movement to continuing status, or termination.

#### 13-2 Evaluation Instruments and Conference

- A. The District shall ensure that the evaluation system is in accordance with State law. The District shall establish a Teacher Evaluation Review Committee for the purpose of reviewing the teacher evaluation instrument as necessary. The committee shall consist of four (4) members appointed by TEA and four (4) members appointed by TUSD. The committee shall meet and submit, no later than the last Friday of January of each year, its recommendations for modifications to the evaluation instrument. The committee's recommendations, along with the Superintendent's recommendations, shall be submitted to the Governing Board for their consideration.
- B. The District shall establish a committee composed of three (3) members appointed by TEA and three (3) members appointed by the District for the purpose of reviewing the evaluation instrument for members of the bargaining unit who are not certificated teachers as defined by State law. The committee shall meet and submit, no later than the last Friday of January of each year, its recommendations for modifications to the evaluation instrument. The committee's recommendations, along with the Superintendent's recommendations, shall be submitted to the Governing Board for their consideration.
- C. Any teacher evaluation review committee pilot program that tests a new evaluation instrument shall be done by voluntary written agreement between the MBU and his/her supervisor.
- D. Prior to the first teaching day of each school year, the immediate supervisor shall meet with the teachers for the purpose of orienting them to the total evaluation plan and shall supply a copy of the Performance Management and Evaluations Policy and the evaluation instrument to each teacher. The MBU must sign or initial acknowledgment of receipt.
- E. A conference with a MBU will be held within the first fifteen (15) days of being newly assigned to the site.
- F. Initial placement for the 2008-2009 school year shall be based upon the teacher's date of hire. Refer to certified employee evaluation procedure regulations.

#### 13-3 Observation/Evaluation Procedure - Teachers

STATUS OF TEACHER	MINIMUM NUMBER OF ANNUAL FORMAL OBSERVATIONS	MINIMUM LENGTH OF FORMAL OBSERVATIONS	FREQUENCY PER SEMESTER	OBSERVATION DEADLINES PER SEMESTER
PROBATIONARY	4	30 MINUTES	2	DECEMBER 1 MAY 1
CONTINUING (FORMAL YEARS)	2	30 MINUTES	1	DECEMBER 1 MAY 1
CONTINUING (PROFESSIONAL GROWTH YEARS)	1	30 MINUTES	CAN BE EITHER SEMESTER	MAY 1

- A. For probationary teachers, the evaluation shall include a minimum of two (2) observations no later than December 1 and two (2) observations no later than May 1, for a minimum of thirty (30) minutes each. For continuing teachers, the evaluation shall include the number of observations listed in the table above.
- B. Each formal observation shall be followed by a conference within ten (10) days. A statement of evaluation shall be signed by the teacher at the final conference of each semester for probationary teachers, and at the final conference of each school year for continuing teachers. Evaluators will complete a narrative description based on the Performance Management and Evaluations Policy.
- C. Within ten (10) days of the last observation, the appropriate final evaluation document will be submitted in writing and signed by both the teacher and the evaluator(s). The signature of the teacher indicates only that he/she has seen the statement of evaluation but does not necessarily indicate agreement with the contents of the statement. No teacher shall be required to sign a blank or incomplete evaluation form. For probationary teachers, The appropriate final evaluation document shall be signed no later than December 15 (fall semester) and May 15 (spring semester). For continuing teachers, the appropriate final evaluation document shall be signed no later than May 15 (spring semester).
- D. There shall be only two (2) Final evaluation documents for probationary teachers unless deficiencies are noted. There shall be only one (1) final evaluation document for continuing teachers unless deficiencies are noted.
- E. Before a preliminary notice of intent to dismiss or not re-employ for inadequate performance is issued, the evaluation shall include at least one additional observation conducted by an appropriate mutually-agreed upon qualified evaluator. If the MBU and supervisor cannot agree upon the evaluator, then the tea president or designee and the principal supervisor shall determine the additional evaluator.

**13-4 Evaluation Procedure for Speech Clinicians, Occupational Therapists, Physical Therapists, Social Workers and Nurses**

- A. Prior to the first teaching day of each school year (September 21 for 2007), the immediate supervisor shall meet with the MBU for the purpose of orienting him/her to the total evaluation plan.
- B. The District will designate a qualified administrator as the formal "evaluator" for each MBU. The designated evaluator gathers information needed to complete the evaluation instrument by conducting planned observations, drop-in visits as appropriate and reviewing the MBU's performance in relation to his/her responsibilities, i.e., tests, assessment reports, parent conferences, student contacts. The administrator may request that the lead observe the MBU's performance and provide a written statement of the observation to the MBU and formal evaluator. This performance observation will encompass best practice according to the standards of the appropriate licensing agent. The lead will not observe for the purpose of evaluation input without the MBU's prior knowledge and consent. A violation of state/national licensing standards will be considered in a decision to non-renew or terminate.
- C. The initial observation will be pre-arranged by the evaluator and the MBU.
- D. The evaluation will include a minimum of one (1) conference per semester. The purpose of the conference is to provide feedback regarding the performance of the MBU. At the final conference, the statement of evaluation will be submitted in writing and signed by both the MBU and the evaluator. The signature of the MBU indicates only that he/she has seen the statement of evaluation but does not necessarily indicate agreement with the contents of the statement. No

MBU shall be required to sign a blank or incomplete evaluation form. The final statement of evaluation shall be signed no later than May 15 of each year.

E. 13-6, Observations, does not apply.

**F. Recommendations for Improvement**

Recommendations for improvement shall be provided to MBUs upon recognition of any deficiencies. Recommendations for improvement shall be offered in writing to guide the MBU toward the remediation of such deficiencies.

**13-5 Observations**

- A. Evaluations shall be conducted only by qualified evaluators. Input into evaluations may be provided by other appropriately qualified evaluators. Each formal observation of performance will be made in person for a minimum of thirty (30) consecutive minutes. All monitoring and observations of the performance of a MBU will be conducted openly and with the full knowledge of the MBU.
- B. In high schools, the MBU and administrator may request that the department chairperson observe the MBU's performance and also provide a written statement of the observation to the MBU and administrator. The department chairperson will not observe for the purpose of evaluation without prior knowledge and consent of the MBU. The administrator will continue to have full and final responsibility for the written evaluation.
- C. The initial observation will be pre-arranged by the evaluator and the MBU.
- D. Information from MBUs who have been assigned to assist MBUs shall not be used as a basis for evaluation statements.

**13-6 Rebuttal or Response**

In the event that the MBU feels the evaluation is incomplete or unjust, the MBU may file a response or rebuttal in writing within ten (10) days of the receipt of the evaluation document. The rebuttal or response shall be attached to the evaluation placed in the personnel file.

**13-7 Recommendations for Improvement**

- A. Recommendations for improvement shall be provided to MBUs upon recognition of any deficiencies. Recommendations for improvement shall be offered in writing to guide the MBU toward the solution of such deficiencies.
- B. In the event documented deficiencies result in recommendations for improvement, the subsequent evaluation shall address progress or lack of progress in areas in need of improvement.

**13-8 Plan for Improvement**

- A. Written Plans for Improvement may be provided when recommendations for improvement have not been met. MBUs for whom a Plan for Improvement is required, shall have the opportunity to suggest content for that plan prior to its finalization by the supervisor. The Plan for Improvement shall be written in accordance with State statutes and shall provide assistance to the MBU including, but not be limited to:
  - 1. Demonstration;
  - 2. Direction of the MBU toward a model for emulation, allowing opportunities for observation and consultation;
  - 3. Initiation of conferences with evaluator and MBU to plan positive moves toward improvement of the MBU's performance;

4. Guidance for the MBU toward professional growth may include opportunities to attend workshops, inservices or conferences which will lead to professional growth in areas identified as deficiencies;
  5. Observation, continued and sustained, by the evaluator to note day-to-day lessons and their inter-relationships;
  6. Maintenance and expansion of the collection of professional literature with assigned reading, designed to suggest possible solutions to identified problems.
- B. Upon request, a mutually-agreed upon qualified evaluator will conduct an additional observation. If the MBU and supervisor cannot agree upon the evaluator, then the TEA President or designee, and the principal supervisor shall determine the additional evaluator.

### **13-10 Eavesdropping**

The use of eavesdropping, public address, or audio systems, and similar surveillance devices shall be strictly prohibited. However, on school buses, video devices may be used to ensure student safety. The District shall notify the Association regarding the installation/use of any such equipment to be used for student safety. At no time shall the District use the security cameras in a location where employees or students have a reasonable expectation for privacy.

### **13-11 Personnel File(s)**

- A. A MBU shall have the right to review the contents of his/her personnel file(s) and to receive a copy of each at Board expense. A MBU shall be entitled to have a representative of the Association accompany him/her during such review. A MBU shall have the right to indicate those documents and/or other materials in the file(s) which may be obsolete, inaccurate or otherwise inappropriate to retain. Said documents shall be reviewed by the District Superintendent or his/her designee, and if, in fact, they are obsolete, inaccurate, or otherwise inappropriate to retain they shall be destroyed.
- B. A MBU may provide a representative with a signed, dated permission statement allowing a designated representative to have access to and copy (at reasonable cost) the content of the MBU's official personnel file. Such permission shall be no longer than ten (10) days from the date of the signed permission statement. All representatives shall process such statements through the Executive Director of Human Resources prior to accessing the MBU's official personnel file.
- C. No materials derogatory to a MBU's conduct, performance, character or personality shall be placed in the personnel file(s) unless the MBU has had the opportunity to review the material. The MBU shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The MBU shall also have the right to submit a written answer to such material which shall be reviewed and signed by the Superintendent or his/her designee and attached to the file copy(ies). The signature of the Superintendent or his/her designee shall in no way indicate agreement with the contents thereof.

### **13-12 Non-Renewal**

- A. Non-renewal of teachers for performance deficiencies shall be in accordance with state and federal statutes.
- B. Failure to re-employ non-certified MBUs for performance deficiencies shall not be without just cause. Non-renewal may be appealed by filing a grievance at Level III.

### **13-13 Procedure - Head High School Coaches and Middle School Coaches**

- A. Prior to the beginning of each coaching season, the evaluator shall meet with coaches for the purpose of orienting them to the total evaluation plan and shall supply a copy of the evaluation instrument to each coach.

- B.** Prior to the first scheduled event, the coach will complete the appropriate sections of the evaluation form, setting forth goals and objectives for the season, and return it to the evaluator.
- C.** During the season, the evaluator will observe the coach at least once during practices, and at least once during events.
- D.** The evaluator will meet with the coach within fifteen (15) days after the end of the season to complete the evaluation.
- E.** The evaluator and coach will sign the evaluation form. The coach's signature indicates only that the coach has seen the statement of evaluation but does not necessarily agree with the contents of the statement. No coach shall be required to sign a blank or incomplete evaluation form.
- F.** The evaluator may request input regarding the coach's performance from the Manager of Interscholastic Activities. Only administrators shall evaluate coaches.
- G.** Only the following provisions of this article will apply to high school and middle school coaches: 13-1 Purpose; 13-7 Rebuttal or Response; 13-10 Eavesdropping; 3-12 Complaints; 13-11 Personnel File(s); 13-13 Procedure for Middle and High School Coaches; and 3-11 Representation.
- H.** The non-renewal or dismissal of any coach for performance deficiencies shall not be arbitrary, capricious or without just cause, with the following exception:  
Effective July 1, 2001, newly offered extra duty assignments shall not be subject to the protections afforded through Article 16 of the Consensus Agreement. Each extra duty assignment performed by a MBU shall be on a probationary basis, not to exceed three years. The probationary period may be extended by mutual agreement between the District and the MBU.

## ARTICLE FOURTEEN

### CLASSROOM CONTROL AND STUDENT DISCIPLINE

- 14-1** A. The MBU has a primary responsibility for facilitating learning and maintaining discipline in the classroom. A MBU may exclude a disruptive student from the room, in accord with A.R.S.–15–841. The student will be provided with work in an academic setting.
- B. Prior to the first day of class, every MBU shall be provided with a copy of the school's student discipline procedure. MBUs can access a copy of the TUSD student rights and responsibilities document on the TUSD Website. Said policies must make provision for student exclusion even in the case of administrative absence.
- C. A teacher may remove a pupil from the classroom if either of the following conditions exist:
1. The teacher documented that the pupil has repeatedly interfered with the teacher's ability to communicate effectively with the other pupils in the classroom or with the ability of the other pupils to learn.
  2. The teacher has determined that the pupil's behavior is so unruly, disruptive or abusive that it seriously interferes with the teacher's ability to communicate effectively with other pupils in the classroom or with the ability of the other pupils to learn.
- D. If, after discussion of the matter with the principal or his/her designee, the MBU objects to the re-admission of the disruptive student to the classroom, the matter will be referred to the Placement Review Committee. The Committee shall be composed of two (2) teachers who are selected by the faculty members and one (1) administrator. The faculty members shall select a third teacher as an alternate member of the committee. If a committee member is the teacher refusing to readmit the disruptive student, the alternative member shall replace that teacher on the committee determining that student's readmission. The principal shall not return the disruptive student to the classroom without the teacher's consent until the committee determines it is the best or only practical alternative. The process for determining placement of a pupil in a class, or replacement in an existing class shall not exceed three (3) days from the date the pupil was first removed.
- 14-2** When a MBU has been assigned a student known to have serious and chronic behavioral problems that are disruptive of the learning environment or has been expelled from any TUSD site, the MBU, the appropriate administrator, and other involved supportive personnel, or the child study team shall meet within ten (10) days of when said student is identified and brought to the attention of the appropriate administrator or counselor to develop mutually satisfactory methods of dealing with the problem, including but not limited to, appropriate class size.
- 14-3** A MBU may within the confines of State law protect him/herself or other persons.
- 14-4** When it has been determined that a student has physically assaulted a MBU, an immediate short-term suspension will be imposed upon the student and the process for long-term suspension/expulsion shall begin forthwith.
- 14-5** When it has been determined that a student has damaged or destroyed the personal property of a MBU while on school premises or school duties, the District shall seek restitution from the student to compensate the MBU for his/her loss.
- 14-6** When an MBU and the site administrator have mutually determined that the MBU has been physically assaulted by a student, the MBU will be allowed up to two (2) days leave, not charged to the MBU.
- 14-7** When an MBU and the site administrator have mutually determined that the MBU is in imminent physical danger through verbal, written or physical assault, the MBU may be allowed up to two (2) days leave not charged to the MBU.

## ARTICLE FIFTEEN

## **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 shall determine any reduction in force in accordance with the following procedure:

- A. Project the enrollment and program needs;
- 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. All of the above information shall be delivered to the Association by March 15. All of the above information shall be revised, updated and delivered to the Association by April 1 of each school year.

### **15-3 Method**

#### **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.

#### **B. Retaining MBUs**

- 1. If a reduction in force is necessary, then probationary MBUs in the affected programs shall be the first employees RIFed (in order of seniority). 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.
- 2. Those programs with specific certification and endorsements 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.

**15-4 Notification**

- A. MBUs subject to the reduction in force shall be notified in writing no later than the fifteenth of April by certified mail; 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 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 shall be offered to RIF MBUs on the recall list, in order of seniority, before any other person is offered such a position.

**15-6 Recall Procedure**

- A. **Seniority**  
When the district determines that there will be budgeted, available positions, 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.
- B. **Notice**  
The District shall give written notice of recall by sending a registered or certified letter to the Association and to said MBUs at their last known address. 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.
- C. **Response**  
Any MBU so notified shall respond within five (5) days from the receipt of the recall letter whether he/she accepts or rejects the position. If a MBU rejects a position or does not respond within five days, the offer will be rescinded.
- D. **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. 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. 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 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 RIF Protection**

All MBUs hired on or before August 16, 2004, shall not be subject to a reduction in force.

## ARTICLE SIXTEEN

### DISCIPLINE & DISMISSAL FOR MISCONDUCT

#### 16-1 Rules

- A. Violations by MBUs of the rules, regulations or policies of the Governing Board or of state and federal laws shall result in disciplinary action in accordance with these rules.
- B. The Governing Board or designee(s) reserves the right not to discipline a MBU for a violation of the rules, regulations or policies of the Governing Board.
- C. A MBU may be disciplined for just cause including, but not limited to, the following reasons:
  - 1. Conduct which is a violation of any of the applicable rules, regulations and policies of the Governing Board.
  - 2. Conduct which fails to comply with any applicable duties as set forth in the Arizona Revised Statutes.
  - 3. Insubordination.
  - 4. Unprofessional conduct including but not limited to:
    - a. Physical and/or verbal abuse of a pupil.
    - b. Being under the influence of, or using alcohol or illegal drugs while on duty.
    - c. Conduct while on duty which would constitute a criminal offense.
    - d. Conviction of a felony.
    - e. Unauthorized absences which result in responsibilities not being performed.
    - f. Misuse or unauthorized use of District property.

#### 16-2 Just Cause

No MBU shall be reprimanded, suspended, or dismissed without just cause.

#### 16-3 Progressive Discipline

- A. The District shall normally use progressive discipline in dealing with MBUs. Progressive discipline requires supervisors to informally counsel and instruct MBUs about necessary improvements in their behavior prior to taking disciplinary action. The normal sequence of disciplinary action shall be as follows:
  - 1. Written Reprimand;
  - 2. Suspension without pay for up to ten (10) days;
  - 3. Dismissal.
- B. It is recognized that some offenses may be sufficiently serious as to warrant the omission of one or more of the normal steps of discipline progression.
- C. The District may take immediate action if:
  - 1. A MBU is charged by criminal complaint, information or indictment of any criminal offense which would be deemed cause for dismissal.
  - 2. The MBU's offense is of such serious nature that failure to take immediate action would seriously disrupt the functioning of the work place.

#### 16-4 Dismissal

Dismissal or nonrenewal of MBUs for misconduct shall be in accordance with the state and federal statutes for dismissal of certified teachers.

#### 16-5 Privacy and Disclosure

- A. Any discipline of a MBU by any administrator of the District shall be conducted in private. No MBU shall be reprimanded and/or disciplined in the presence of pupils, parents, other employees or the public.
- B. All information used in determining discipline or dismissal shall be made available to the MBU, unless privileged pursuant to law.

#### **16-6 Letters of Direction**

- A. A letter of direction is not a disciplinary action but may be used to document the need to take disciplinary action.
- B. A letter of direction shall stay in the file of the principal/supervisor. Progressive discipline procedures may require a copy to be forwarded to the appropriate district designee.
- C. After six months from the date of the letter of direction, at the written request of a MBU, the letter of direction shall be removed from the files of the principal/supervisor and the District Designee, provided that both of the following conditions are met:
  - 1. The action leading to the letter of direction, or any related action, has not been repeated in a six month period following the letter of direction;
  - 2. No other letter of direction has been placed in the employee's file(s) in a six-month period following the letter of direction.
- D. When a MBU transfers or relocates, said letter may be transmitted to the files of the site administrator only after the transfer or relocation has been completed.
- E. A letter of direction will not be used for conduct towards students that is deemed highly inappropriate by a reasonable person's standard, and/or which may be constructed as criminal. For such conduct, a letter of reprimand or more serious discipline is warranted.

#### **16-7 Letters of Reprimand**

At the request of a MBU, a letter of reprimand shall be removed from his/her personnel file provided:

- A. The action leading to the reprimand, or any related action, has not been repeated in an eighteen (18) month period following the reprimand;
- B. No other letter of reprimand has been placed in his/her personnel file in an eighteen (18) month period following the reprimand.
- C. Any discipline issued as a result of physical abuse against a student shall remain in the MBU's official personnel file and is not subject to removal for five years from the date of the Level III decision or a Memorandum of Agreement signed by TEA and TUSD has been received by the Office of Employee Relations. This is provided no additional reprimands have been given during this period.

#### **16-8 Discipline Short of Dismissal**

Whenever disciplinary action short of dismissal is taken against a MBU, the MBU may appeal by filing a grievance at Level III.

#### **16-9 Administrative Procedures for Discipline**

- A. Upon a determination by the supervising administrator that there exists cause to impose discipline, the administrator shall notify the MBU of his or her intent to impose discipline. The notice shall be in writing and shall be delivered in person or by first class mail. The notice shall include the following:
  - 1. The conduct or omission of the MBU which constitutes the reason for discipline.
  - 2. A reference to any statutes, rules, policies, duties or written objectives or directions violated, if applicable.
  - 3. A scheduled meeting time between the administrator and the MBU at which meeting the administrator will:
    - a. In the event the discipline is a written reprimand, present the MBU with the reprimand.

- b. In the event the intended discipline involves a suspension without pay, present the MBU with a letter advising the MBU that a suspension will be imposed at the conclusion of a thirty (30) calendar day period unless a hearing is requested within that period to dispute the imposition of the suspension.
- B. If a MBU receives:
  - 1. a written reprimand, he/she may request a hearing within ten (10) days of receipt of said reprimand;
  - 2. a letter of intent to impose suspension, he/she may request a hearing within thirty (30) calendar days of receipt of said letter. Such hearing requests will be filed as a Level III grievance.
- C. The imposition of any protested discipline (excluding suspensions and terminations) shall be suspended until a Level III Decision has been issued or a Memorandum of Agreement signed by TEA and TUSD has been received by the Office of Employee Relations.

## ARTICLE SEVENTEEN

### ACADEMIC FREEDOM

#### 17-1 Classrooms

- A. Academic freedom shall be guaranteed to MBUs within the District's instructional program and no limitation shall be placed upon the study and investigation of facts and ideas except where contrary to statute or board policy.
- B. The MBU may exercise full political, religious and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position.
- C. Academic freedom guaranteed to a MBU requires that material presented to students be relevant to the course and appropriate to the maturity level of the students. MBUs shall at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions.

#### 17-2 Materials

If an individual or a group attempts to exclude any District approved textbooks, library materials or supplementary materials, the District shall act as follows:

- A. All complaints regarding the use of any such materials shall be submitted to the Superintendent or designee in writing and signed by a resident of the District;
- B. A committee of parents, MBUs and administrators shall be appointed by the Superintendent or designee. The committee shall review the complaint and submit a written recommendation to the Superintendent or designee;
- C. The Superintendent or designee shall review the committee's recommendation and take appropriate action;
- D. Any disputed materials shall remain in use in the District until the District takes formal specific action to remove the materials.

#### 17-3 Personal

Except as provided under Article 16-3-C, the personal life of a MBU outside the normal work day or other school related activities is not an appropriate concern of Tucson Unified School District.

## ARTICLE EIGHTEEN

### HOLD HARMLESS

- 18-1 In the event the Board or an administrator overrules a teacher's professional judgment rendered in accordance with District policy concerning grades, promotions, retentions, the teacher shall be held

harmless against all claims, demands, suits, or other forms of liability made against him/her by reason of such action. The teacher shall be provided written documentation within ten (10) days of such action.

## **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 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.

**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.

**ARTICLE TWENTY**

**TEACHER ASSISTANTS**

**20-1 Assignment**

- A. 1. Teacher assistants shall not be assigned to a MBU without the MBU's participation in the selection process, unless the MBU is not available at the time of assignment, or when only one applicant is available for the position.
- A. 2. If the assistant position will be shared among multiple MBU's, all affected MBU's may not be required to participate in the selection.
- B. MBUs entitled to a teacher assistant shall be provided a substitute teacher assistant in case of a vacancy.

**20-2 Evaluation**

A MBU shall have input into a teacher assistant's evaluation at least one (1) time per year. The site administrator is responsible for the evaluation.

**20-3 Duties**

- A. The duties to be performed by teacher assistants shall be approved by the MBU before the assignment is made. Any duties assigned shall comply with federal program guidelines for teacher assistants in federally funded programs.
- B. Teacher Assistants shall not be used as substitutes, and shall perform only those duties associated with their authorized assignment.
- C. Changes in the teacher assistant's duties shall be made only after consultation with the MBU.

**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.

**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) 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)<br>(SLD/MICI/MOCI/OI/ED/OHI/TBI/ASD) | 17             |
| Cross Categorical Service High (CCSH)<br>(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) 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), 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 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 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) 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 Prior to 06/30/91**

- A. After twenty (20) consecutive years of full-time service in the Tucson Unified School District, a MBU may receive the benefits of Article 24-1 by making written application to the District's Executive Director of Human Resources on or before November 1 for MBUs separating at the end of the semester, or 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:

<b>Date of Notification</b>	<b>Percentage of Sick Leave Payout</b>
<b>A) November 1</b>	<b>100%</b>
<b>B) After November 1 and by the first Monday in December</b>	<b>80%</b>
<b>C) After "B" and by the first</b>	<b>50%</b>

<b>Monday in January</b>	
<b>D) After "C" and by the first Monday in February</b>	<b>25%</b>

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 of 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 24-1-B will be paid to the beneficiaries or the estate of the deceased.
- D. A MBU shall receive the separation benefits contained in Article 24-1 and 24-2 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.

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

- 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 on or before November 1 for MBUs separating at the end of the semester, or 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:

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

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.

**24-3 No Vested Rights**

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

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

**24-5 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.

## 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 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 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 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 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 Human Resources.

#### **25-12 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 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 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 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 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.** 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.

## ARTICLE TWENTY-SEVEN

### HEALTH EXAMINATION

**27-1** When the District determines that a MBU's health condition (mental or physical) may be impairing his/her job performance, the immediate supervisor, site administrator, or Regional Assistant Superintendent, with the concurrence of the Human Resources Department may, with just cause, direct the MBU to have a health examination at District expense. The MBU will be given a copy of the directive which will state the reason(s) for such examination. Following the examination, results will be sent by the Human Resources Department to the MBU and immediate supervisor. All communication which results from the implementation of this Article shall be handled in a confidential manner.

## 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.
- B. The types of insurance listed in 28-2 shall continue for the 2009-2010 school year.
- C. Flex credit is available only to those employees who have continuously participated in Flex Credit since the 2001-2002 school year without interruption. (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. Supplemental Life Insurance;
- D. Vision.
- E. Coverage for spouse and/or dependent children in items A and D above.

#### 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. Direct deposit to District-approved banking institutions.

## ARTICLE TWENTY-NINE

### EXTRA DUTY ADDED DUTY

#### 29-1 EXTRA DUTY

- A. The pay for extra duty will be distributed equally over the period of the assignment.
- B. If during the course of the extra duty assignment the activity is discontinued, the obligation to continue the stipend shall cease.
- C. Extra Duty assignments are not issued pursuant to the Arizona tenure law. However, termination of an extra duty assignment shall be in accordance with District policies and the terms of the Consensus Agreement.
  - 1. All duties of the extra duty assignment shall be performed for the duration of the assignment.
  - 2. These duties and the consideration for them set forth below, are separate and distinct from any other contractual obligations between MBU and District, and are in addition to those other duties.

- 3. **Non-Renewal/Dismissal**

No MBU shall be non-renewed or dismissed from an extra duty position without just cause with the following exception:

Effective July 1, 2001, newly offered extra duty assignments shall not be subject to the protections afforded through Article 16 of the Consensus Agreement. Each extra duty assignment performed by a MBU shall be on a probationary basis, not to exceed three years. The probationary period may be extended by mutual agreement between the District and the MBU.

- D.
  - 1. Any MBU performing the following extra duties shall be paid no less than the 2008-2009 salary beginning with the 2011-2012 school year, the extra duty salary schedule shall increase at two year intervals. the increase shall reflect the same percentage amount as negotiated for certified staff. no person will perform any of the extra duty assignments without his/her consent and the written consent of the site administrator.
  - 2. The stipend for extra duty is determined by multiplying the index rate by the MBU's placement level on the extra duty schedule (29-8). Initial placement will be determined in accordance with the policy as written in the TUSD middle and high school interscholastic handbooks. In no event will the placement level salary be less than the salary used to calculate the MBU's extra duty pay the previous year.

- E. **Travel**

District Required Travel

Shall be reimbursed at the rate established by the Arizona Uniform System of Financial Records (USFR).

District required travel does not include mileage pay for MBUs (whose extra duty is at a different school than their position assignment) to travel to the extra duty job site.

#### 29-2 Coaching Expectations

- A. Coaches may not receive more than one stipend simultaneously in any one season.
- B. Coaches may be released for athletic competitions (games) and/or travel to away games during Wednesday staff development activities. Travel is defined as being present with the athletic team to a different site for competition.

- C. A coach cannot accept a position where two sports seasons overlap more than two weeks. Rare exceptions may be granted for post season play. No exception will be granted when any one season overlaps into a middle school sports season based on the season calendar.

29-3 **Contract Completion**

Upon completion of each season, the coach will meet with his/her immediate supervisor within fifteen (15) days to finalize the evaluation. During this meeting the coach will be required to turn in all keys, equipment and complete all season ending paperwork.

29-4 **High School**

- A. Salary Index  
Extra duty positions are listed according to grade. The appropriate index is placed next to the grade level, unless otherwise noted next to the position.
- B. Grades for Extra Duty  
GRADE 1 (.05)  
Choir/Vocal  
Class Sponsor (.04)  
Dance  
Debate/Speech (.06)  
Department Chairperson (10-25 Classes)  
Head Librarian  
Orchestra  
Special Olympics Assistant Coach  
GRADE 2 (.07)  
Department Chairperson (26-50 Classes)  
Newspaper  
Special Olympics Head Coach  
Student Council  
Theater  
Yearbook  
GRADE 3 (.08)  
Department Chairperson (51+ Classes)  
National Board Certification Mentor/Trainer/Facilitator  
GRADE 4 (.09)  
Assistant Baseball  
Assistant Basketball  
Assistant Soccer  
Assistant Softball  
Assistant Track  
Assistant Volleyball  
Assistant Wrestling  
Band/Drill/Color Guard  
Assistant Swim Coach  
  
GRADE 5 (.10)  
Assistant Football  
Head Cross Country  
Head Diving  
Head Golf  
Head Swim  
Head Tennis

GRADE 6 (.11)

Head Baseball  
Head Basketball (.13)  
Head Soccer  
Head Softball  
Head Track  
Head Volleyball  
Head Wrestling  
Intramural

GRADE 7 (.13)

Head Football  
Spirit Line (.09)

GRADE 8 (.15)

Manager of Interscholastic Activities

- C. None of the above shall be provided as a regularly scheduled class during the school day.
- D. All high school department chairs shall be granted either one period to conduct departmental business or the stipend pay listed above. All high school newspaper and yearbook sponsors shall be provided a regularly scheduled class for each extra duty assignment. Managers of Interscholastic Activities will be relieved of teaching duties for two periods a day to conduct interscholastic activities and receive the stipend pay listed above.
- E. All Fine Arts teachers shall be provided regularly scheduled classes in which to implement the prescribed curriculum in each of the areas listed above. The indicated stipend is compensation for supervision of their curricular/extra curricular extra duty activities beyond the normal working day.

**29-5 Middle School**

**A. Salary Index**

Extra duty positions are listed according to grade. The appropriate index is placed next to the grade level, unless otherwise noted next to the position.

**B. GRADES FOR EXTRA DUTY**

GRADE 1 (.03)

Audio/Visual  
Band  
Drama  
Newspaper  
Orchestra  
Special Olympics Assistant Coach  
Student Council (.04)  
Vocal/Choir  
Yearbook

GRADE 2 (.045)

Head Basketball  
Head Soccer  
Head Track  
Head Volleyball  
Intramural (.06)  
Special Olympics Head Coach

- C. All Fine Arts teachers shall be provided regularly scheduled classes in which to implement the prescribed curriculum in each of the areas listed above. The indicated stipend is compensation for supervision of their curricular/extra curricular extra duty activities beyond the normal working day.

**29-6 National Board Certified Mentor/Trainer/Facilitator**

MBUs who hold a certificate from the National Board of Professional Teaching Standards shall be entitled to serve in the capacity of a TUSD/TEA mentor/trainer/facilitator for a period of one year. This year must have been within two years of the MBU becoming eligible. Participation beyond this one year period is at the District's discretion.

**29-7 Added Duty**

**A. Student Supervision**

Any MBU who volunteers to perform the following ~~extra~~ ADDED duties shall be paid as listed below:

- |  |                    |
|--|--------------------|
| 1. Loss of planning time                           | \$25.00            |
|  | per period or hour |
| 2. Student supervision outside the normal work day | \$10.00 per hour   |
| 3. Behind-the-Wheel driver training                | \$10.00 per hour   |
| 4. Lunch Room Duty                                 | \$10.00 per hour   |
| 5. Bus Duty  | \$10.00 per hour   |
| 6. Playground Supervision                          | \$10.00 per hour   |

A MBU will be "assigned" to supervisory duties only in the event of an emergency when there is no monitor available to perform the duties and no MBU volunteers.

**B. Elementary School**

Any MBU performing the following added duties shall be paid the rate listed below for the number of hours that the site principal determines are available and necessary for the added duty to be accomplished. No person will perform any of the added duty assignments without his/her consent and the written consent of the site administrator.

- |                 |              |
|-----------------|--------------|
| Safety Patrol   | \$13.00/hour |
| Vocal Music     | \$13.00/hour |
| Student Council | \$13.00/hour |

**C. Acting Administrators in Schools and Alternative Programs**

Acting administrators (teachers) are to receive their regular teacher's salary, a substitute if acting for the building administrator for one-half (1/2) day or more, plus up to five (5) compensatory days time for time served in this capacity.

- D. MBUs who volunteer to teach an additional class beyond their regular assignment shall be compensated at their hourly rate, based on the MBU's per diem for each day the MBU teaches the additional class.

**E. Exceptional Education Added Duty**

1. Beginning with the first quarter of the year, exceptional education MBUs who are assigned more IEPs/students beyond those stated in articles 22-6-a for self-contained or 22-6-b for CCSE, CCSM, CCSH, shall be compensated at the rate of \$250 per IEP/student per quarter. (for the non-self-contained teachers, added duty will begin with the third student, or after the first student if no teaching assistant has been hired.)
2. Said compensation will be provided if the caseload is exceeded for more than 50% of the quarter *or* the exceeded IEPs were completed within that quarter. Proof of IEP completion must be verifiable through the district's compliance system. No more than one MBU shall be paid the added duty for the same student(s) per quarter under this provision. The added

duty will be paid after the end of the quarter. Every effort shall be made to avoid exceeding exceptional education class sizes/caseloads.

**29-8 Extra Duty Salary Schedule**

<b>Level</b>	<b>BA Extra Duty</b>	<b>Level</b>	<b>MA/PhD Extra Duty</b>
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		

## ARTICLE THIRTY

### SALARY

#### 30-1 Salaries

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

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. 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 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.

#### 30-3 Salary Level Placement and Advancement:

- A. There will be no salary cell advancement in the 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 during the 6<sup>th</sup>, 11<sup>th</sup>, 21<sup>st</sup> and 31<sup>st</sup> 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 through June 30, 2010**

<b>SALARY</b>		<b>SALARY</b>
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

## ARTICLE THIRTY-ONE

### NO REPRISALS

#### 31-1 Board Reprisals

The Board hereby terminates with prejudice all legal and court actions against the TEA, AEA, or NEA associated with the strike against the District October 2-6, 1978. Neither the Board nor its supervisory employees shall engage in any reprisals against the TEA, AEA, NEA and persons involved in the controversy by reason of any strike action before October 8, 1978.

#### 31-2 TEA Reprisals

By reason of any activity or event on or before October 8, 1978, there shall be no reprisals by the TEA, AEA, and NEA against TUSD of Pima County, AZ and/or any persons involved in the strike against the District October 2-6, 1978.

## 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. 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 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 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 a base salary in the amount of no less than \$\_\_\_\_\_, plus \$\_\_\_\_\_ for advanced degree compensation, plus \$\_\_\_\_\_ for District Service Stipend, for a total contract amount of \$\_\_\_\_\_ for the term of this contract.

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. 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.

TUCSON UNIFIED SCHOOL DISTRICT  
Tucson, Arizona  
CONTRACT

\_\_\_\_\_, being appointed hereby to perform duties as a \_\_\_\_\_ in the Tucson Unified School District 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 a base salary in the amount of \$\_\_\_\_\_, plus \$\_\_\_\_\_ for advanced degree compensation, plus \$\_\_\_\_\_ for District Service Stipend, for a total contract amount of \$\_\_\_\_\_ for the term of this contract.

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. 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 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 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 a base salary in the amount of \$ \_\_\_\_\_ , plus \$ \_\_\_\_\_ for advanced degree compensation for a total contract amount of \$ \_\_\_\_\_ for the term of this contract.

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. 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 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 \_\_\_\_\_, 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 a base salary in the amount of \$\_\_\_\_\_, plus \$\_\_\_\_\_ for advanced degree compensation, plus \$\_\_\_\_\_ for District Service Stipend, for a total contract amount of \$\_\_\_\_\_ for the term of this contract.

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. 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

## ARTICLE THIRTY-THREE

### WAIVER

**33-1** During the term of this Agreement, the Association and the District expressly waive and relinquish the right to negotiate with each other, and neither party shall be obligated to negotiate with each other with respect to any subject matter, whether or not referred to or covered in this Agreement, except as specifically provided in this Agreement or by mutual consent of the parties.

## **ARTICLE THIRTY-FOUR**

### **SHARED DECISION-MAKING AND CHARTER SCHOOL PROGRAMS**

**34-1 Purpose**

The purpose of a shared decision-making program is to create an atmosphere in which decision making is a collegial, shared, process that fosters an exchange of ideas and information necessary for effective professional practice and for improved student performance. The Association and District agree to continue pursuing jointly the implementation of legitimately recognized school councils as a foundation of a shared decision-making program. All provisions of this Agreement shall continue to be in full force and effect throughout the process.

**34-2 Joint Shared Decision-Making and Charter Schools Committee**

If needed, the TUSD Superintendent and TEA President shall appoint a committee to resolve any issues regarding school councils or any proposed changes to any TUSD policy affecting school council authority. The joint committee shall consist of an equal number of appointees by the TUSD Superintendent and the TEA President.

**34-3 School Council Standards**

In all cases, school councils must operate according to State and Federal laws and TUSD Board Policy.

**34-4 Charter Schools**

The District may sponsor a school as a charter school only if the following criteria are met:

- A.** All MBUs and White Collar/Food Service employees of the charter school shall be employees of the District.
- B.** All provisions of this Agreement and the Agreement for White Collar/Food Service employees shall be in full force and effect at the charter school.

## **ARTICLE THIRTY-FIVE**

### **DURATION**

Unless specified otherwise in this Agreement, the provisions of this Agreement shall be effective beginning the first day of the fiscal year and shall continue in full force and effect through the last day of the fiscal year. In the event ratification does not occur by the first day of the following fiscal year, the previous year's agreement shall continue on a monthly basis, pending board approval.