

ARTICLE ONE

DEFINITIONS

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1-14 THE TERM DISTRICT-INITIATED TRANSFER (DIT) SHALL MEAN ANY MBU REQUIRED TO TRANSFER JOB SITES DUE TO A DISTRICT DECISION.

(Re-number)

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1- 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.

(Re-number)

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1- 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.

(Re-number)

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 A 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 |
| Diagnosticians | Occupational Therapists |
| Direct Link | Physical Therapists |
| Exceptional Education Itinerant Teacher | Vocational Evaluators |
| Hygienists | Vocational Rehabilitation Counselors |
| Hearing Impaired Teacher | Visually Impaired Teacher |

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ARTICLE EIGHT

INVOLUNTARY ASSIGNMENT/RELOCATION

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8-4 District-Initiated Transfers for the Following School Year

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- I. WHEN IT IS DETERMINED THAT 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 THE MBUS BY THE ASSOCIATION AND DISTRICT.**

ARTICLE THIRTEEN

EVALUATION

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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 ~~District supervisor~~. **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 Procedure for Non-Certificated Members of the Bargaining Unit (Excluding those listed in Article 13-5)~~

- ~~A. Prior to the first teaching day of each school year (September 21 for 2007), the immediate supervisor shall meet with the non-certificated MBUs 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 appropriate evaluation instrument to each non-certificated MBU. The MBU must sign or initial acknowledgment of receipt.~~
- ~~B. The evaluation will include a minimum of one (1) observation no later than December 1 and one (1) observation no later than May 1, for a minimum of thirty (30) minutes each for non-certificated employees. Each observation will be followed by a conference within ten (10) days. A statement of evaluation shall be signed by the non-certificated MBU at the final conference.~~
- ~~C. Within ten (10) days of the last observation, the statement of evaluation will be submitted in writing and signed by both the MBU and the evaluator(s). The signature of the non-certificated 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 non-certificated MBU shall be required to sign a blank or incomplete evaluation form.~~
- ~~D. A statement of evaluation shall be signed no later than May 15 of each year.~~
- ~~E. There shall be only one (1) statement of evaluation for non-certificated MBUs unless deficiencies are noted.~~
- ~~F. Before a notice of intent to dismiss or not re-employ for inadequate performance is issued, the evaluation shall include at least one additional observation.~~

13-4 Evaluation Procedure for Speech Clinicians, Occupational Therapists, Physical Therapists, and 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 ~~supervisors~~ **EVALUATORS**. Input into evaluations may be provided by other appropriate **LY QUALIFIED EVALUATORS**. ~~District supervisors~~. 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 ~~District supervisor~~ **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.**

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ARTICLE FIFTEEN

REDUCTION IN FORCE

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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 ~~October 1~~ **AUGUST 31** of the following school year. After ~~October 1~~ **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

~~All RIF MBUs shall be recalled for available budgeted positions in the order of bargaining unit seniority, according to the Articles of this Agreement.~~ **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 for which he/she is qualified and such position is offered consistent with the provisions in this Article, **OR IF THE MBU REJECTS THE STATUS OF A DIT**, said MBU shall be considered to have resigned from the employ of the District and all his/her benefits shall cease.

D. Other Employment

If a MBU has secured employment elsewhere, he/she shall be allowed fifteen (15) days from the date of acceptance of position before being required to report to work.

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.

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15-8 RIF Protection

All MBUs hired on or before ~~December 31, 2002~~ **JULY 1, 2004** shall not be subject to a reduction in force.

ARTICLE NINETEEN

PROFESSIONAL AND STAFF DEVELOPMENT

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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 ~~within the previous eighteen calendar months~~ **NO EARLIER THAN 18 CALENDAR MONTHS PRIOR TO THE FIRST DAY WITH STUDENTS OF THE SCHOOL YEAR FOR WHICH THE ACTIVITIES ARE TO BE APPLIED.**

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ARTICLE TWENTY-TWO

CLASS SIZE/EXCEPTIONAL EDUCATION CASE LOAD

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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:

| | |
|------------------------------------------|-------------------------|
| Mild Cognitive Impairment Self-Contained | 47 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 | 12 11 |
| Moderate Cognitive Impairment Self-Contained | 10 |
| Cross Categorical Service (CCS) | 17 |
| Cross Categorical Service Bilingual (CCS/B) | 17 |
| Cross Categorical Bilingual Self-Contained (CCB) | 15 |
| Cross Categorical Primary/Intermediate SELF-CONTAINED | 12 |
| CROSS CATEGORICAL SERVICE ELEMENTARY & MIDDLE (CCSE & CCSM) (SLD/MICI/MOCI/OI/ED/OHI/TBI/ASD) | 17 |
| Resource CROSS CATEGORICAL SERVICE HIGH (CCSH) (SLD/MICI/MOCI/OI/ED/OHI/TBI/ASD) | 17 22 |
| Hearing Impairment Resource | 14 |
| Speech/Language Impairment Resource | 57 |
| Visual Impairment Resource | 17 |
| Occupational Therapy Resource | 57 |
| Physical Therapy Resource | 57 |

~~Effective the 2008-2009 school year, the following class sizes will be implemented:~~
~~Mild Cognitive Impairment self-contained~~ ~~15~~
~~Autism Spectrum Disorder~~ ~~11~~

- B. Exceptional Education ~~resource~~ **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 ~~and resource classrooms~~, 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 ~~resource~~ **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-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 25~~ **NOVEMBER 1** for MBUs separating at **THE** end of the semester, or ~~January 31~~ if the MBU separates 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 ~~March~~ **FEBRUARY** after the application is made. In the event state legislation concerning separation is changed in such a way as to allow MBUs benefits unavailable before the change, the date for application for separation shall be reopened for a period of fifteen (15) days following the enactment of the legislation.

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

| DATE OF NOTIFICATION | PERCENTAGE OF SICK LEAVE PAYOUT |
|----------------------------------------------------------------|----------------------------------------|
| A) NOVEMBER 1 | 100% |
| B) AFTER NOVEMBER 1 AND BY THE FIRST MONDAY IN DECEMBER | 80% |
| C) AFTER "B" AND BY THE FIRST MONDAY IN JANUARY | 50% |
| D) AFTER "C" AND BY THE FIRST MONDAY IN FEBRUARY | 25% |

Rate of pay shall be the base salary daily rate of pay as found under the MBU's educational qualifications on Step One of the salary schedule for 1994-95. Rate of pay shall be multiplied by the number of sick leave days accumulated prior to June 30, 1991, **THEN MULTIPLIED BY THE PERCENTAGE BASED UPON DATE OF NOTIFICATION.**

MBUS WHO MEET THE CRITERIA FOR DISTRICT CONTRIBUTIONS TO THE RETIREMENT SAVINGS PLAN ARE NOT PAID THROUGH PAYROLL. RATHER, THE AMOUNT OF THEIR ACCRUED LEAVE IS PAID DIRECTLY TO THE APPROVED 403(B) VENDOR. Payment shall be included in the last payroll in that fiscal year or ~~the first payroll of the following fiscal year~~ **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 25~~ **NOVEMBER 1** for MBUs separating at the end of the semester, or ~~January 31~~ for MBUs separating at the end of the school year. The years of consecutive service shall include any part-time service, provided that the total full-time and part-time service pro-rated according to the percentage of the school year worked, and according to the percentage of a full contract, is equivalent to ten (10) years of full-time service.

B. THE DISTRICT SHALL PROVIDE PAY FOR UNUSED SICK LEAVE ACCRUED AFTER JUNE 30, 1991, AND NOT USED BEFORE DATE OF SEPARATION, ACCORDING TO THE FOLLOWING RATE OF PAY:

| DATE OF NOTIFICATION | PERCENTAGE OF SICK LEAVE PAYOUT |
|----------------------------------------------------------------|----------------------------------------|
| A) NOVEMBER 1 | 100% |
| B) AFTER NOVEMBER 1 AND BY THE FIRST MONDAY IN DECEMBER | 80% |
| C) AFTER "B" AND BY THE FIRST MONDAY IN JANUARY | 50% |
| D) AFTER "C" AND BY THE FIRST MONDAY IN FEBRUARY | 25% |

The rate of pay will be the **BASIC** daily substitute rate at the time of separation **MULTIPLIED BY THE PERCENTAGE BASED UPON THE DATE OF NOTIFICATION.**

MBUS WHO MEET THE CRITERIA FOR DISTRICT CONTRIBUTIONS TO THE RETIREMENT SAVINGS PLAN ARE NOT PAID THROUGH PAYROLL. RATHER, THE AMOUNT OF THEIR ACCRUED LEAVE IS PAID DIRECTLY TO THE APPROVED 403(B) VENDOR. PAYMENT SHALL BE INCLUDED IN THE LAST PAYROLL IN THAT FISCAL YEAR OR WITHIN THE MONTH OF JULY, AT THE DISTRICT'S OPTION. THOSE WHO DO NOT MEET THE CRITERIA WILL RECEIVE UNUSED LEAVE PAY ACCRUALS THROUGH 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.**

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-EIGHT

FRINGE BENEFITS

28-1 Amount and Type

- A. For ~~2007-2008~~ **2008-2009**, the District shall pay for the cost of the HMO medical insurance premiums up to ~~\$4,274.60~~ **\$4,445.60**, to 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 ~~2007-2008~~ **2008-2009** 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.

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ARTICLE TWENTY-NINE

EXTRA DUTY PAY SCHEDULE

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Extra Duty Stipend

For the ~~2007-2008~~ **2008-2009** School year only, there will be a one time stipend distributed to all affected MBUs on the extra duty pay schedule. The stipend amount will be determined based on their index as illustrated in the chart below;

| Index | Fixed Amt |
|--------------|------------------|
| 0.03 | \$60 |
| 0.04 | \$80 |
| 0.045 | \$90 |
| 0.05 | \$100 |
| 0.06 | \$120 |
| 0.07 | \$140 |
| 0.08 | \$160 |
| 0.09 | \$180 |
| 0.10 | \$200 |
| 0.11 | \$220 |
| 0.13 | \$260 |
| 0.15 | \$300 |

29-9 A Joint Committee will be formed to review article 29 and make recommendations to the TEA and TUSD bargaining teams no later than ~~February 28~~ **NOVEMBER 1, 2008**.

ARTICLE THIRTY

SALARY

30-1 Salaries

A. The salary schedule for the ~~2007-2008~~ **2008-2009** school year shall be effective July 1 ~~with a starting salary of \$32,960 as specified in Article 30-9. Each cell reflects a 3% increase over the 2006-2007 salary schedule, retroactive to July 1, 2007.~~ **IF THERE ARE ADDITIONAL ATTRITION AND VACANCY SAVINGS AND OTHER BUDGET ADJUSTMENTS OVER THE ADOPTED 2008-2009 TUSD BUDGET, THEN BEGINNING THE WEEK OF DECEMBER 1, 2008, REPRESENTATIVES FROM THE TEA AND TUSD BARGAINING TEAMS WILL MEET TO NEGOTIATE IN GOOD FAITH ANY INCREASE IN COMPENSATION FOR THE 2008-2009 SCHOOL YEAR.**

FOR 2008-2009, THE CERTIFIED BARGAINING UNIT WILL NOT RECEIVE ANY LESS OF A PERCENTAGE INCREASE IN OVERALL UNIT COST THAN THAT RECEIVED BY ANY OTHER EMPLOYEE GROUPS.

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. ~~Beginning July 1, 2007:~~

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 ~~2007-2008~~ **2008-2009** school year **UNLESS NEGOTIATED AS PART OF THE COMPENSATION SETTLEMENT PER 30-1-A.**

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 above BELOW will begin during the 6th, 11th, 21st and 31st consecutive year of service to TUSD.*

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

~~The District service stipend will be added to the MBU’s annual salary. The compensation stated above will begin during the 6th, 11th, 21st and 31st consecutive year of service to TUSD.~~

...

30-9 Salary Schedule for July 1, 2007 2008 through June 30, 2008 2009

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

ARTICLE THIRTY-FIVE

DURATION

Unless specified otherwise in this Agreement, the provisions of this Agreement shall be effective beginning July 1, 2007 2008 and shall continue in full force and effect through the 30th day of June, 2008 2009.