

~~2014~~2015-
~~2015~~2016

**MEET and CONFER
AGREEMENTS
FOR ELI ADMINISTRATORS, PSYCHOLOGISTS
AND RESEARCH PROJECT MANAGERS**

July 1, ~~2014~~2015 through June 30, ~~2015~~2016

Between

Tucson Unified School District

and

Educational Leaders, Inc.

Governing Board Approved ~~7/21/14~~

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ARTICLE ONE – DEFINITIONS

The Tucson Unified School District and Educational Leaders, Inc. have mutually agreed to the following personnel practices and procedures for all administrative personnel, Psychologists and Research Project Managers:

- ~~1-1~~ The term **ADMINISTRATOR** shall be defined as those persons whose pay is determined by the Administrative Salary Schedule, appendix B, ~~and who are not excluded from representation by Article 2-B of this agreement.~~
- ~~1-2~~ The term **PSYCHOLOGIST** shall be defined as those persons holding the certificate for and employed as a Psychologist, and whose pay is determined by the Psychologist Salary Schedule, appendix C.
- ~~1-3~~ The term **RESEARCH PROJECT MANAGERS** shall be defined as those persons whose pay is determined by the Research Project Manager Salary Schedules, appendices D and E.
- ~~1-4~~ The term **PRINCIPAL - MIDDLE/ELEMENTARY SCHOOL COMBINATION** shall mean ~~a school with elementary grades combined with seventh and/or eighth grade.~~
- ~~1-5~~ The term **EMPLOYEE** shall mean ~~Administrator, Psychologist, and Research Project Managers, and Lead Research Project Managers~~
- ~~1-6~~~~1-6~~ The term **GOVERNING BOARD** shall mean the Governing Board of Tucson Unified School District.
- ~~1-7~~~~1-7~~ The term **DISTRICT** shall mean the Tucson Unified School District.
- ~~1-8~~~~1-8~~ The term **SUPERINTENDENT** shall mean the Superintendent appointed by the Governing Board of Tucson Unified School District.
- ~~1-9~~~~1-9~~ 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-central Administrative-administrative~~ offices are open for business with the public.
- ~~1-10~~~~1-10~~ The term **FAMILY** shall mean parents, foster parents, step-parents, grandparents, spouse, children, siblings, aunt, uncle, or anyone in the metropolitan Tucson area for whom the administrator has or shares a major financial responsibility and is an established resident within the household.
- ~~1-11~~~~1-11~~ The term **EMERGENCY** shall mean an event which a reasonable, prudent person could not have reasonably foreseen and prepared for.

Comment [TJ1]: My understanding is that "lead" will no longer be a separate classification ... they are all just RPMs

ARTICLE TWO – RECOGNITION

~~2-1~~ Recognition will continue to be based upon the Governing Board decision of April 29, 1981 to accept the request from Educational Leaders, Inc. to Meet and Confer over matters of mutual concern.

~~2-2~~ ~~The following employees are excluded from representation by Educational Leaders, Incorporated:~~

- ~~A. Superintendent~~
- ~~B. Deputy Superintendent, Assistant Superintendent, Chief Executive Officer, and Principal Supervisor~~
- ~~C. Executive and Senior Directors of Human Resources, Accountability & Research, Communications, Multicultural Studies, and Exceptional Education~~
- ~~D. Directors and Assistant Directors of Human Resources, Finances/Payroll, Food Service, and Technology~~
- ~~E. Director of Employee Relations~~
- ~~F. Senior Legal General Counsel~~
- ~~G. Legal Counsel~~

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~~H. Director of Risk Management~~

~~I. Director of Staff Services to Governing Board.~~

~~2-32~~ The use of ~~eavesdropping~~ ~~Eavesdropping~~ or surveillance methods will not be used for conducting performance reviews of employees, but may be used to ensure student safety. The District shall notify ELI in writing prior to the installation/use of any video devices to be used for student safety. At no time will the District use security cameras in a location where employees or students have a reasonable expectation for privacy.

~~2-34~~ Nothing in the provisions of this agreement shall be construed as a limitation upon the application of federal law including Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity Act of 1972, Age Discrimination in Employment Act, Americans with Disabilities Act of 1990, and other Federal and State non-discriminations laws and regulations.

ARTICLE THREE – MEET AND CONFER PROCEDURE

3-1 Annually, on or before the third Wednesday in March, the District and representatives of Educational Leaders, Inc., will begin meeting to discuss any and all matters related to the employment relationship existing between the District and ELI members.

A. Each party may re-open up to four Articles each year, including the proposal of any new Article. Economic~~al~~ Articles will be re-opened annually.

3-2 The results of such Meet and Confer process will be adopted by the Governing Board not later than June 30 unless extended by mutual agreement.

3-3 Realizing that certain urgent conditions could arise which would suggest the need to reconsider some limited aspect of the results of Meet and Confer, the parties agree as follows:

- A. The Meet and Confer process will be an annual rather than a continual process.
- B. Each party is pledged to fulfilling its obligation to the results of the Meet and Confer process until (1) the next annual round of Meet and Confer talks, or (2) an emergency situation suggests that discussion take place on some specific aspect of the results of prior Meet and Confer discussion.
- C. Such emergency situations, when detected by either party, will immediately be brought to the attention of the other party. The Meet and Confer Procedure will guide the process for dealing with such emergency situations with both parties pledged to good faith efforts directed at resolving the matter as quickly as possible.

ARTICLE FOUR – ASSOCIATION RIGHTS

4-1 District Facilities

The District will provide:

- A. Free use of school mail and email for association purposes.
- B. Four times each school year, the Superintendent's (or designee's) meeting with administrators will be scheduled to begin no earlier than 8:30 a.m. in order that ELI may hold a meeting at the scheduled location (a separate room will be made available) prior to 8:30 to transact business.
- C. Employees are expected to comply with Board Policy KF.

4-2 Deduction of Dues

- A. Dues deductions as approved by the executive committee up to and including five causes or organizations. Those approved by the executive committee are: ELI dues and initiation fees, PAC dues, ASA, NAESP and NASSP.

Comment [TJ2]: Given the changes in the attachment which lists covered positions in the bargaining unit, I think we can delete this paragraph listing exclusions.

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- B. Dues deductions, once initiated, are continuous and will not be canceled unless the ELI member directs the District payroll office in writing (with a copy to ELI at 3056 N. Country Club Road, Tucson, Arizona 85716) to cancel his/her dues deduction on or before the first Friday in August. The notice to the District is the controlling notice.

4-3 Middle Management Input ~~Into~~ into Studies of the Administrative Organization

- A. It is generally recognized in both education and other organizations in a democratic society that ownership of ideas growing out of participation in the management process is one of the best trust building processes available to enhance organizational effectiveness and productivity. This being the case, the supervision of employees will be based on this knowledge.
- B. Recognizing the aforementioned and in an effort to contribute to the development of a professional team which will draw on the expertise of all members of the team to the broadest extent, the Governing Board and Superintendent of the Tucson Unified School District will provide significant opportunities for staff members to become involved in all phases of all studies of the administrative organization, job classifications and compensation plans, including the opportunity to comment on requests for proposals before such are distributed.

4-4 Representation

The members of ELI are entitled to support by the presence of an ELI representative during meetings with District personnel at the option and discretion of the ELI member.

4-5 Grievance/Arbitration

- A. An ELI representative may represent ELI unit members at all grievance and arbitration hearings involving such members.
- B. The District also agrees to make all reasonable efforts to provide representation to any requesting administrator who is required to act as the District's agent in any employee grievance hearings.

4-6 Insurance Advisory Committee

One member of ELI shall be on the Insurance Advisory Committee.

4-7 District Committees

The District will publicize to ELI the membership and purpose of all committees established by the Governing Board ~~or~~ the Superintendent, ~~and/or a member of the Superintendent's staff.~~

ARTICLE FIVE – PROFESSIONAL DEVELOPMENT

5-1 District In-service

Professional development activities will be planned, ~~developed~~ developed, and scheduled cooperatively by the Superintendent's designee and the ELI Professional Development Committee. Activities will be consistent with District goals.

5-2 Professional Development

The professional development fund will be suspended for the ~~2015-14~~ 2015-2016 school year. TUSD and ELI will revisit this article for the ~~2014-2015~~ 2016-2017 school year.

TUSD shall allocate \$40,000 each fiscal year for reimbursement of tuition, conference fees and/or workshops following the guidelines established by this committee. Up to twenty-five percent (25%) or \$10,000 of the budgeted amount not used for the ~~2014-2015~~ 2015-2016 fiscal year may be rolled over into the fiscal year and added to the budgeted amount of \$40,000 for a maximum of \$50,000

5-3 Pre-School Administrative Conference

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ELI representation, appointed by the President, will be utilized in planning the Annual Administrative Conference which is scheduled prior to the start of each school year. The cost of this conference will be paid by the District and all administrators ~~will~~shall attend.

ARTICLE SIX – CONTRACTS

6-1 Distribution of Administrative Contracts

A. The District shall submit annual contracts to all administrators to whom it intends to offer contracts no later than July 1 prior to the beginning of the school term each year. Detailed contract time information is included below for 261 day, 226 day and 224 day contracts.

1. 12 month Administrators on a 261 day contract:
Principals/Assistant Principals at High Schools
Principals at Middle Schools
Principals at Elementary Schools

Student Scheduled Days	180
Holidays	14
Vacation	20
Non-student contact days	<u>47</u>
Total Contract Days	261

2. Administrators on a 226-day contract:
Assistant Principals at Middle School,
Assistant Principals at Combination Schools

Student Scheduled Days	180
Holidays	21
Vacation	N/A
Non-student contact days	<u>25</u>
Total Contract Days	226

3. Administrators on a 224-day contract:
Assistant Principals at Elementary Schools

Student Scheduled Days	180
Holidays	21
Vacation	N/A
Non-student contact days	<u>23</u>
Total Contract Days	224

B. Starting and ending dates for administrators' contracts may vary with approval of the Superintendent or the Superintendent's designee.

6-2 Distribution of Psychologist Contracts

A. The District shall submit annual contracts to all Psychologists to whom it intends to offer contracts no later than July 1 prior to the beginning of the school term each year.

B. Starting and ending dates for contracts may vary with approval of the Superintendent or the Superintendent's designee.

C. The number of contract days shall be 215 as detailed below

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Psychologists on a 215-day contract ~~for 11/12 SY:~~

Student Scheduled Days	180
Holidays	21
Vacation	N/A
Non-student contact days	<u>14</u>
Total Contract Days	215

6-3 Distribution of Research Manager Contracts

- A. The District shall submit annual 12-month contracts to all Research Project Managers to whom it intends to offer contracts no later than July 1 prior to the beginning of the school term each year.
- B. Starting and ending dates for contracts may vary with approval of the Superintendent or the Superintendent's designee.
- ~~C. Research Project Managers who will not be offered employment for the next school year shall be notified in writing by May 15.~~

6-4 Notice of Non-Renewal of Contract

- A. Site Administrators and Psychologists
 - 1. In accordance with A.R.S. 15-503.D, any certificated administrator or psychologist who will not be offered a contract for the next school year shall be notified of that fact by April 15, prior to the new contract year.
 - 2. In the event a budget override election is held in May of any year, such notification shall be no later than five (5) days after the election.
- B. Non-certificated administrators and Research Project Managers who will not be offered employment for the next school year shall be notified by May 15.
- C. Notice of intention not to re-employ an administrator, psychologist or Research Project Manager will be delivered personally to the employee or sent by certified mail, directed to the employee at his/her place of residence.

6-54 Contract Offer Acceptance

- A. An employee offered a contract for the following school year must indicate acceptance of the contract within thirty (30) days from the date of the written contract or the offer is revoked.
- B. **Release from Contract:** An employee under contract will be released from the obligations of the contract upon request, under the following conditions:
 - 1. ~~a~~A release from contract, prior to July 1, will be granted provided a letter of resignation is submitted prior to that date.
 - 2. ~~a~~A release from contract will be granted in case of illness or a life changing situation (in accord with Family Medical Leave Act).

6-65 Extended Contracts

Extended contracts and pro-rata salaries will be drawn for extra work.

6-76 Administrators covered by this Agreement are employed by individual contracts on an annual basis, or pro-rata annual basis, as applicable. Administrators receive no tenure rights and administrative contracts are subject to non-renewal. However, no administrator's contract may be non-renewed pursuant to A.R.S. Section 15-503

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unless there has been compliance with the procedure set forth in Policy Regulation GCOB-R entitled Administrator Evaluation Procedure or unless the non-renewal is pursuant to Article 8 (Reduction in Force). This paragraph shall not be construed to abrogate any rights afforded to an administrator under Title 15, Arizona Revised Statutes. Nothing in this paragraph shall be construed to limit the District's authority ~~under Article 8~~ or its ability to discipline or dismiss an administrator for unprofessional conduct in violation of Governing Board Policy and/or Arizona laws.

~~6-8~~ Psychologists covered by this Agreement are employed by individual contracts on an annual basis, or pro-rata annual basis, as applicable. Psychologists receive no "tenure" rights and contracts are subject to non-renewal. This provision shall not be construed to abrogate any rights afforded to a Psychologist under Arizona Revised Statutes, Title 15.

ARTICLE SEVEN --ADMINISTRATIVE SUBSTITUTES

7-1 When the District receives notice from a school site administrator that he/she will not be able to perform his/her duties at the site for longer than ten (10) days, the District shall, without delay, replace that administrator so that the amount of administrative support at the site is not reduced. Additionally, in the event that an administrator is fulfilling or serving in the position of another administrator who is unable to perform his/her duties, the administrator substituting shall be paid at their step on the grade of the administrator for whom he/she is substituting. For example, if an assistant principal is asked to act as the designated or acting principal for more than ten (10) days (other than for vacation days), that assistant principal shall be paid as a principal for the time he/she is substituting.

ARTICLE EIGHT – REDUCTION IN FORCE

8-1 Prior to any programmatic or budgetary position elimination proposal by staff to the Governing Board, ELI shall, in writing, be provided with information regarding the reasons for such proposals in sufficient time to respond. Staff will be consulted on a regional or divisional basis in order to provide a fair opportunity for input. However, such information will not be provided in those cases where the failure to offer a contract to an individual is due to performance deficiencies or unprofessional conduct.

~~8-2 A. In accordance with A.R.S. 15-503.D, any certificated administrator or psychologist who will not be offered a contract for the next school year shall be notified of that fact by certified mail by April 15, prior to the new contract year. In the event a budget override election is held in May of any year, such notification shall be no later than five (5) days after the election.~~

~~B. Non-certificated administrators who will not be offered employment for the next school year shall be notified by May 15.~~

~~C. Notice of intention not to re-employ an administrator or psychologist will be delivered personally to the employee or sent by registered or certified mail, directed to the employee at his/her place of residence.~~

~~8-23 Before any reduction in force decisions are made to the Governing Board or its staff, a list of all administrators and psychologist who are within two (2) years of retirement eligibility (80 points) shall be compiled by the staff and provided to the TUSD governing board and ELI.~~

~~8-4 Notice of intention not to re-employ a research project manager will be delivered personally to the research project manager or sent by certified mail, directed to the employee at his/her place of residence.~~

~~8-25~~ If an administrator or psychologist has not had his/her contract renewed for programmatic or budgetary reasons, for a period of three years he/she shall be offered an interview for any available, comparable position in the District where appropriate certification is met. An administrator or psychologist who has not had his/her contract renewed because of performance evaluation or unprofessional conduct will not be provided such opportunity.

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- | ~~8-36~~ At the discretion of the Superintendent, administrators and psychologist who have had their contract non-renewed for programmatic or budgetary reasons may be recommended for assignment to vacant positions in accord with their credentials, experience, and qualifications.
- | ~~8-47~~ If recalled in accord with 8-5 above, all unused sick leave accrued up to the point the RIF took effect would be restored if it has not been paid out at the time of separation.
- | ~~8-58~~ After June 30 RIFed employees shall, upon request, be allowed to continue their health insurance coverage by paying the premium themselves. All RIFed employees shall be eligible for COBRA benefits as described on ~~The~~ the District's website. However, the ~~district-District~~ will pay the full cost of the COBRA benefits through the month following termination of the employee's contract. For example, if the employee's contract terminates in June ~~2011~~, the district will pay all COBRA premiums through July ~~2011~~. Thereafter, RIFed employees are responsible for the COBRA premiums at the employee's expense.
- | ~~8-69~~ A RIFed administrator who accepts a teaching position in the District pursuant to Article 10 may elect to receive an immediate payout of their sick leave accrued through their current administrative contract with the District. Notice of that election must be submitted to Human Resources on or before November 30 of the school year immediately following the reduction in force notice of non-renewal as an administrator. The accrued sick leave shall be paid within 45 days of notice of the election being provided to Human Resources. The rate of the payout will be calculated pursuant to the provisions of Article 9. A RIFed administrator who does not elect the immediate payout option will maintain their accrued sick leave balance, which balance and additional accruals, if any, will be paid out at separation from the District according to the provisions of the bargaining group agreement pertaining to the employee group the employee is in at the time of separation (e.g. Consensus).

ARTICLE NINE - SEPARATION BENEFITS

- 9-1 Sick Leave Pay at Separation for Employees, (*Administrators, research project managers and psychologists*)
Hired After August 16, 2005
 - A. After ten (10) consecutive years of full time service in the Tucson Unified School District, employees who are members of the bargaining unit as of the effective date of the agreement, or who become members after the effective date of the agreement shall receive pay for unused sick leave.
 - | B. For those employees meeting the eligibility requirements in 9-1-A ~~Above~~above, the District shall provide a payment for unused sick leave upon separation as follows: The amount of payment shall be accrued up to a maximum of 67 days. Payment shall be included in the last payroll in that fiscal year or the first payroll of the following fiscal year, at the District's option. All legally required deductions shall be taken from the separation payment including the employee's contribution to the State Retirement Fund, if any. The payout shall be 2/3rds of the base salary, the daily rate of pay for Step 1 of the grade level of the employee, at separation, times the number of sick leave days up to a maximum of 67 days.
 - C. If an employee is eligible for the sick leave payout but dies before the payment is made, said payment shall be paid to the estate of the deceased employee.
- 9-2 Administrators Only Hired Prior to August 16, 2005
 - A. SICK LEAVE PAY AT SEPARATION
Voluntary Separation - 20 years of service
 - 1. After twenty (20) years of full-time service in the Tucson Unified School District an administrator may apply for the benefits in Article 9 by giving written notice to the District's Chief Human Resources Officer on or before January 15. Should an administrator separate at mid-year, written notice should be received by the Chief Human Resources Officer on or before November 15. In the event state legislation concerning retirement is changed in such a way as to allow administrators benefits unavailable before the

change, the date for notice of separation will be reopened for a period of fifteen (15) days following the enactment of the legislation. The notice may be withdrawn until and including the first Monday in February after notice is made. In the event that notice of a reduction in force is provided to administrators after ~~January 15~~February 1, the deadline for administrators to provide written notice of separation from TUSD is extended to May 15.

2. a. For those administrators meeting the eligibility requirements in A-1 above, the District shall provide pay for unused sick leave accrued before June 30, 1991 and not used before date of separation. Payment shall be based upon the daily rate of pay for the minimum salary on the 1991-92 administrative salary schedules, as follows:
 1. Daily rate of pay for administrators on Grade I, I-A, or I-A-12 at time of separation shall be based on Class I of the 1991-92 salary schedule.
 2. Daily rate of pay for administrators on Grade II or II-12 at time of separation shall be based on Class II of the 1991-92 salary schedule.
 3. Daily rate of pay for administrators on Grade III at time of separation shall be based on Class III of the 1991-92 salary schedule.
 4. Daily rate of pay for administrators on Grade IV at time of separation shall be based on Class IV of the 1991-92 salary schedule.
 5. Daily rate of pay for administrators on Grade VA or VA-12 at time of separation shall be based on Class VA of the 1991-92 salary schedule.
 6. Daily rate of pay for administrators on Grade VB or VB-12 at time of separation shall be based on Class VB of the 1991-92 salary schedule.
 7. Daily rate of pay for administrators on Grade VI at time of separation shall be based on Class VI of the 1991-92 salary schedule.
 8. Daily rate of pay for administrators on Grade VII at time of separation shall be based on Class VII of the 1991-92 salary schedule.

- b. For those administrators meeting the eligibility requirements in A-1 above, the District shall provide pay for unused sick leave accrued before June 30, 1991 and not used before date of separation. ~~With implementation of the new salary schedule (January 5, 2003), payment~~ Payment for classified and certified administrators shall be, as follows:

New Class	91-92 Schedule
All Grade 1	Class I
2-A (AP, middle & dual elem)	Class 11
2-B (AP, middle EYOS)	Class 11
3-A (AP HS)	Class VI
4-A (princ elem)	Class VA
4-B (princ/elem EYOS)	Class VA
4-B (all others)	Class VI
5-A (princ/middle & dual elem)	Class VB
5-A (Mary Meredith)	Class VI
5-B (princ /middle & elem combo)	Class VI
5-C (princ/middle EYOS)	Class VII
6 (princ/HS)	Class VII

- d. Rate of pay shall be multiplied by the number of sick leave days accumulated prior to June 30, 1991.

- e. Payment shall be included in the last payroll in that fiscal year or the first payroll of the following fiscal year, at the District's option.

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- f. All legally required deductions will be taken from the incentive payment including the employee's contribution to the State Retirement Fund, if any.
 - g. 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.
 - h. In addition to Article 9-2-a, administrators are eligible to receive the benefits outlined in Article 9-B--Voluntary Separation, 10 Years of Service.
3. If after twenty (20) years of full time service in the Tucson Unified School District, an administrator dies, the payment described in Section A-2 above will be paid to the estate of the deceased.
4. Any full-time administrator who is entitled to receive the benefits provided in Section A-1 above shall be entitled to the benefits without regard to the time of application, but all other provisions of this Article shall apply.
5. An administrator shall receive the separation benefits contained herein 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 separation because of emergency.
- B. Voluntary Separation – 10 Years of Service**
Upon separation, administrators 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 a written application to the District's Chief Human Resources Officer on or before November 15 for administrators separating at end of the semester, or January 15 for administrators separating at end of the school year. The rate of pay will be the daily administrative substitute rate at the time of separation. In the event that notice of a reduction in force is provided to administrators after ~~-February 1~~January 15, the deadline for administrators to provide written notice of separation from TUSD is extended to May 15.
- C. No Vested Rights**
Administrators who do not serve a timely notice of separation as provided in Article A-1 above in the school year immediately preceding their separation shall gain no vested rights through or under this Article; however, exceptions to this may be granted by the District in cases where timelines are not met due to emergency situations or other extenuating circumstances.

~~9-3 Severance Pay – Discontinued as of July 1, 2010~~

~~As of June 30, 2010, the Psychologist and Research Project Manager severance pay benefit is calculated as follows for those with thirteen (13) or more years of continuous service. This dollar amount will be frozen as the psychologist's or research project manager's minimum severance pay. It is calculated at .006 times the 2010 fiscal year salary times the years of service. This benefit will be paid out at separation. This severance pay benefit is in addition to the sick leave payout provided in article 9-4 below.~~

~~9-34 Sick Leave Pay at Separation - Psychologists and Research Project Managers – Effective July 1, 2010.~~

- A. After ten (10) consecutive years of service in the Tucson Unified School District, Psychologists and Research Project Managers employed as of the effective date of the agreement, or who become Psychologists or Research Project Managers after the effective date of the agreement, shall receive pay for unused sick leave.

Comment [TJ3]: My understanding is that this language was just supposed to remain that one year. Need some clarity

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- B. The District shall provide a payment for unused sick leave to employees upon separation in accord with the following: The amount of payment shall be 2/3rds of the base salary hourly rate of pay for Step 1 of the grade level of the employee at separation times the number of sick leave hours accrued up to a maximum of 500. Payment shall be included in the last payroll in that fiscal year or the first payroll of the following fiscal year, at the District's option. All legally required deductions will be taken from the incentive payment, including the employee's contribution to the State Retirement Fund, if any. The rights contained in this paragraph are not considered vested rights.
- C. If an employee is eligible for the separation incentive but dies before the payment is made, said payment shall be paid to the estate of the deceased.

~~9-45~~ Those benefits contained in 9-1, 9-2, 9-3, and 9-4 are not available to an employee who is terminated ~~as a result of a Statement of Charges~~for cause.

ARTICLE TEN – DISMISSAL/REASSIGNMENT

10-1 An employee whose position has been eliminated may exercise any previous seniority in another bargaining unit to claim a vacancy as provided in other Board policies.

10-2 Administrator Seniority Credit/Salary Schedule Placement as a Teacher

If:

- ~~A.~~ The District and an administrator reach a mutual agreement that the administrator shall return to teacher; or
 - B. the District notifies the administrator that his/her administrative contract will not be renewed and that he/she will be assigned to a teaching position; or
 - C. in the absence of an agreement or assignment, an administrator whose position has been eliminated for budgetary or programmatic reasons, a certificated administrator who returns to teaching and who
- ~~D.~~ has acquired ~~tenure or~~ continuing teacher status as defined in A.R.S. Section ~~15-501.5 and~~15-538.01, as amended, or predecessor statutes, as a certificated teacher with the District prior to going into administration; and

~~E.~~ has had continuous employment, including approved leaves where taken, with the District

~~_____~~ shall be entitled to seniority credit in the teachers' bargaining unit for the number of years previously accrued in that or any other bargaining unit (including ELI). Such seniority credit shall be considered during the application, selection and screening process provided by the Consensus for teaching vacancies. For purposes of seniority, such administrators shall be accorded one year of seniority credit for each year of prior experience in the District, regardless of any provision of the said teachers' consensus agreement or successor agreement.

10-3 Administrators moving to Teacher Positions

- A. A RIFed administrator with previous teaching experience in TUSD, who accepts a teaching position in the district pursuant to this article ~~ten~~, shall be placed on the consensus agreement salary schedule where the administrator would have been had the administrator not left teaching for an administrative assignment.

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- B. A RIFed administrator with no previous teaching experience in TUSD, who accepts a teaching position in the district pursuant to this article ~~ten~~, shall be placed on the consensus agreement salary schedule at the step which most closely approximates the average paid teacher salary

~~10-45~~ Administrators who, in accordance with Article 10~~this article~~, Seniority Credit as a Teacher~~, are reassigned to positions covered under the Consensus agreement~~ Agreement with the Tucson Education Association, will be accorded District Initiated Transfer (DIT) status under that ~~agreement~~ Agreement for purposes of assignments.

ARTICLE ELEVEN –COMPENSATION AND BENEFITS

11-1 Salary – Administrators

- A. The salary schedules for certificated and classified administrators for the ~~2010-2011~~ 2015-2016 school year shall be as reflected in Appendix B.
- ~~A. Effective July 1, 2004, all middle school principals (not assistant principals) shall be 12 month employees. (This shall include principals of combination elementary/middle schools.)~~
- B. ~~Effective July 1, 2004, a~~ Assistant principals, while assigned to a combination elementary/middle school (K-8) with an enrollment of 600 students or more shall receive a \$500 stipend. Said stipend shall cease or be pro-rated if the administrator changes sites or positions.
- C. In those years when a step advancement has been negotiated and approved, eligible employees will advance one step on the salary schedule. Less than twelve month administrators employed prior to April 1, and twelve month administrators employed prior to May 1, will be eligible to advance one step on the administrator salary schedule.

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D. Salary Placement

1. Current Administrators who are assigned, transferred, or placed by the District in a different administrative grade position, shall be placed on the salary schedule (Appendix B) at the appropriate grade level for the new position and length of contract.
2. If such district placement results in a decrease in the administrator's base salary, the administrator shall retain the higher base salary for one contract year.
3. If such district placement results in an increase, the administrator shall be placed on the step in the new grade level which results in closest to, but no less than, a \$4,000 increase in base pay, unless such placement results in an amount higher than the top step of the current salary schedule. In that instance, the administrator shall be paid the amount specified for the top step of the appropriate grade level on the current salary schedule.
4. The provisions of this section shall not apply to changes in administrative grade resulting from an administrator applying for and successfully obtaining a new position in the District.

~~**E. Educational Stipend**~~

- ~~1. Administrators with a Ph.D. or Ed.D. will receive a \$1,000 educational stipend to be added to their annual contract amount. This stipend will be prorated if applicable.~~
- ~~2. Administrators with an Educational Specialist degree will receive a \$700 educational stipend to be added to their annual contract amount. This stipend will be prorated if applicable.~~

~~**FE. Administrative Daily Rate**~~

~~When off contract and required to work, certified Administrators shall be compensated at a daily rate of \$250.~~

11-2 Salary - Psychologists

~~Effective July 1, 2010, During the term of this Agreement, the~~ salary schedule for Psychologists shall be as listed in Appendix C.

~~**B.** In those years when a step advancement has been negotiated, eligible Psychologists will advance one step on the salary schedule. Eligible Psychologists are those employed prior to May 1.~~

~~**C.** The \$6,000 stipend for Psychologists has been incorporated into the Psychologist salary schedule listed in Appendix C.~~

~~**D. Educational Stipend**~~

~~Psychologists with a Ph.D. or Ed.D. will receive a \$1,000 educational stipend to be added to their annual contract amount. This stipend will be prorated if applicable.~~

~~Psychologists with an Educational Specialist degree will receive a \$700 educational stipend to be added to their annual contract amount. This stipend will be prorated if applicable.~~

11-3 Salary – Research Project Managers

~~**A.** During the term of this Agreement, t~~he salary schedule for Research Project Managers shall be as reflected in Appendix D ~~and shall be effective July 1, 20104.~~ The salary schedule for ~~Lead-Senior~~ Research Project Managers shall be as reflected in Appendix E, ~~and shall be effective July 1, 20104.~~

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~~B. Educational Stipend~~

~~Employees with a Ph.D. or Ed.D. will receive a \$1,000 educational stipend to be added to their annual contract amount. This stipend will be prorated if applicable.~~

~~Employees with an Educational Specialist degree will receive a \$700 educational stipend to be added to their annual contract amount. This stipend will be prorated if applicable.~~

11-4 Educational Stipend

1. Employees with a Ph.D. or Ed.D. will receive a \$1,000 educational stipend to be added to their annual contract amount. This stipend will be prorated if applicable.

2. Employees with an Educational Specialist degree will receive a \$700 educational stipend to be added to their annual contract amount. This stipend will be prorated if applicable.

11-5 At the completion of each year employees will advance one step on the salary schedule pending Governing Board approval.

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11-46 Insurance

A. The employee will pay up to 15% of the cost of the ~~ppp~~PPO medical premium for district sponsored single coverage medical insurance for each employee. For ~~fy-FY 2014-2015~~2015-2016 the district will absorb \$23.94 of that employee monthly cost.

B. The following optional insurance programs are available for an administrator at his/her own expense:

- a. Medical Insurance (administrator);
- b. Dental Insurance (administrator);
- c. Dependent coverage for medical and/or dental care;
- d. Life Insurance (up to six times salary or a maximum of \$1,000,000.00);
- e. Vision;
- f. Supplemental Insurance;
- g. Short-Term Disability Insurance;

C. ~~Effective July 1, 2010 A-~~all full-time employees shall be provided at District expense with a term life insurance policy equal to the employee's base salary ~~for the 2010-2011 school year, but not less than \$10,000. Part time employees shall receive at District expense a term life insurance policy equal to half of the employee's base salary for 2010-2011, but not less than \$5,000.~~ Employees shall have the option of purchasing additional term life insurance at his/her own expense.

~~11-5 Longevity Allowance~~

~~A. All Employees~~

~~Full time employees who meet the required consecutive years of service to the District will receive the compensation listed below. This compensation will begin at completion of the 15th, 20th, and 24th consecutive years of service.~~

At completion of the 15th year	\$1,000
At completion of the 20th years	\$1,250
At completion of the 24th year	\$1,750

11-76 Travel Expenses

Mileage for work-related travel will be paid at the rate authorized by the State of Arizona and adopted by the Governing Board.

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~~11-7~~ **Reclassification Purpose**

~~Employees will follow the reclassification procedures established by the Human Resources Department.~~

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ARTICLE TWELVE - LEAVE OF ABSENCE WITH PAY

12-1 Personal Leave

- A. ~~Beginning with the 2014-2015 School Year, 12-Month-month~~ administrators (classified and certificated) and research project managers are ~~entitled-awarded to~~ Eight (8) days per fiscal year of personal leave.
- B. ~~Beginning with the 2014-2015 School Year, Non-12-Month-month~~ administrators (classified and certificated) and psychologists, are ~~entitled-awarded to~~ seven (7) days per fiscal year of personal leave.
- C. ~~Personal Leave is accrued on a monthly pro-rata basis starting with the first day of employment.~~ Any days unused as of the end of the employee's contract year may be accumulated and carried over as sick days.
- D. Non-emergency use of personal leave should be scheduled with the immediate supervisor.
- ~~D-E. Personal leave is awarded to eligible employees on July 1 of each year.~~

12-2 Sick Leave

Employees are entitled to accumulate sick days as follows:

- A. ~~Beginning with the 2014-2015 school year, 12-month~~ administrators (classified and certificated) and research project managers ~~are awarded shall accrue~~ eight (8) days of sick leave each year.
- B. ~~Beginning with the 2014-2015 school year, nonNon-12-month~~ administrators (classified and certificated) and psychologists ~~are awarded shall accrue~~ five (5) days of sick leave each year.
~~Sick leave is awarded to eligible employees on July 1 of each year.~~

12-3 Jury Duty/Litigation

- A. Employees subpoenaed for jury duty or as a witness shall not suffer loss of earnings as a result of such service. An employee may choose: 1) to keep his/her jury duty or witness pay and have his/her pay docked an equal amount; or, 2) in cases where jury duty pay exceeds the employee's daily rate, he/she may use a personal leave day or be docked at his/her daily rate instead of using a jury code for those days.
- B. Employees subpoenaed for jury duty or as a witness are required to submit a copy of the jury summons or subpoena to his/her 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 by submitted with the absence sheet if the employee chooses to take a pay dock or a personal leave day.
- C. Absence due to non-district related litigation ~~while the employee is either a plaintiff or defendant~~ must be charged to a personal leave, vacation, be charged to personal leave, vacation, or dock, and may be taken before or after a holiday. The subpoena, or ~~photostat copy~~ thereof, must be provided to the employee's immediate supervisor.

12-4 Vacation Days

- A. Twelve (12) month administrators receive twenty (20) days (160 hours) of vacation entitlement each year. Vacation entitlement is accrued on a monthly pro-rata basis starting with the first day of employment as a 12-month administrator.
- B. Twelve (12) month research project managers shall accrue vacation entitlement as described in the chart below. Vacation entitlement is accrued on a monthly pro-rata basis starting with the first day of employment as a 12-month employee.

<u>TERM</u>	<u>YEARS</u>	<u>DAYS</u>
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<u>OF SERVICE</u>	
1-5 YEARS	10
6-15 YEARS	15
16+ YEARS	20

~~C.~~ Twelve (12) month employees may accumulate no more than 160 hours (or prorated cap) of vacation at any given time. No more than 160 hours or FOUR (4) weeks may be rolled over into the next fiscal year. Vacation must be scheduled with the employee's supervisor no less than four (4) weeks in advance, except in cases of emergency, to ensure that an employee has the opportunity to use available vacation time. If a supervisor denies vacation to an employee and vacation will be lost under those circumstances, the supervisor shall submit a request in writing by March 31 to the Chief Financial Officer (CFO) to pay out the vacation earned by the employee. The CFO shall either mandate that vacation be taken by the employee or approve that the vacation leave be paid out at the current rate of pay.

~~D.~~

~~E.C.~~ ~~Schedules are to be arranged in high schools or departments so that there is an administrator on duty on all working days. No absence forms are to be submitted since these additional days are not included in the absence record keeping system.~~

~~D.E.~~ In the case of employees going from a twelve (12) month position to a ten (10) month position, the following applies:

- Employee should take earned vacation time before June 30, end of 12-month contract year, if possible.
- if it is impossible to take earned vacation time before June 30, employee will be paid for unused vacation up to a maximum of thirty (30) days.

~~E.F.~~ In the case of an employee going from a ten (10) month position to a twelve (12) month position, employee will commence accruing vacation time beginning with his/her first day of employment as a 12-month employee.

~~E.G.~~ Employees separating from the District will receive payment for any unused vacation leave at their existing daily rate of pay at the time of separation.

12-5 Sabbatical Leave

- A. Sabbatical leave is granted for professional study or research which benefits the school program and students in TUSD.
- B. After each seven (7) years of experience as a TUSD employee, a certificated employee will be eligible for consideration for a one (1) year sabbatical leave. Applicants should submit their proposals for the following school year prior to the winter vacation. Applicants shall be notified by the office of the Superintendent of the status of their application by January 15.
- C. Compensation for a certificated employee on sabbatical leave shall be one-half (1/2) of the salary and fringes to which he/she is entitled by education and experience. A certificated employee on sabbatical leave shall be considered to be in the employ of TUSD and shall be issued a contract.
- D. A certificated employee on sabbatical leave must return to TUSD for at least one (1) year. If he/she chooses not to return he/she shall be required to refund the amount of compensation received from the

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District during the sabbatical leave of absence. If he/she chooses to return to TUSD, he/she will be returned to the same or comparable position.

E. Due to budget limitations, sabbatical leaves will not be funded for the ~~2014-2015~~2015-2016 school year.

12-6 Medical Leave Assistance Program

- A. Employees who have depleted their accrued sick and personal leave as a result of serious illness or injury may request access to the Medical Leave Assistance Program by submitting a form to the Benefits Coordinator asking to receive donations of sick leave from other employees. Serious illness or injury is defined as a "non work related" illness or injury that is anticipated to last for the continuous period of time of four or more weeks, as verified by a licensed health care practitioner.
- B. The employee may donate any number of sick leave days, provided that after the donation, the employee still has thirty (30) or more days of accumulated sick leave. The employee will designate the donation in the name of the employee to receive the donation. The District shall not disclose the name of the donor.
- C. The 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 employee only if needed. If not needed, days in excess of one week beyond the original amount requested will be restored to the donor(s). Days of leave, not the actual wage of the donor, will be donated.
- D. No employee shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term or short-term disability coverage.
- E. No employee may donate days to his/her immediate supervisor.
- F. In addition to the above, employee may donate to employees in other bargaining units who have requested access to the Medical Leave Assistance Program in accord with District policies and this Article 12-F.

12-7 HOLIDAYS

A. Holidays for 12 Month Employees

<u>Holidays</u>	<u>No of Days</u>
Fourth of July	1
Labor Day	1
Veteran's Day	1
Thanksgiving	2
Christmas	2
New Year's	2
the 2015-16 year only	10 (for
Winter Break	10 (for
Martin Luther King Day	1
Rodeo Vacation	2
Spring Recess*	1
Memorial Day	1

B. HOLIDAYS FOR LESS THAN 12 MONTH EMPLOYEES

<u>Holidays</u>	<u>No of Days</u>
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Labor Day	1
Veteran's Day	1
Thanksgiving	2
Winter Break	10 (for the 2015-16 year old)
Martin Luther King Day	1
Rodeo Vacation	2
Spring Recess	3
Memorial Day	1

ARTICLE THIRTEEN - PROFESSIONAL LIABILITY

13-1 The District shall, at no expense to each employee, (a) provide legal counsel and representation to the employee in any legal action brought against the employee, providing the incident(s) giving rise to the legal action arose while the employee was acting within the scope of his/her employment, with the exception of actions brought by the Governing Board; and (b) defend, hold harmless and indemnify each employee from any and all demands, claims, suits, actions and legal proceedings brought against the employee in his/her official capacity as agent and employee of the Governing Board, provided the incident(s) arose while the employee was acting within the scope of his/her employment; and the action was not brought by the Governing Board.

~~13-2 Employees will be notified on or before the inception of a new contract year, but not later than August 1, annually, as to what types and limits, if any, of liability coverage are available through the District's liability insurance. This information will be made available to ELI by the District.~~

ARTICLE FOURTEEN - EVALUATION

14-1 ~~Evaluation of Administrators~~Employee Evaluations
~~Administrators~~Employees will be evaluated according to applicable Arizona statutes and to Evaluation Procedures as adopted by the Governing Board and Policy Regulations GCOB R entitled "Administrator Evaluation Procedure".

14-2 Personnel File

- A. ~~All administrators~~ Employees in the Tucson Unified School District shall have the right to review the contents of her/his personnel file and to receive a copy of all material contained therein at District expense.
- B. The official personnel file for all ~~administrators-employees~~ shall be maintained ~~in a location made known to administrators within fifteen (15) days following adoption of this policy and within fifteen (15) days after such files are moved, should the location be changed.~~ in the Human Resources Department at the District Central Office.
- C. 1. ~~Following adoption of this policy, No~~ material derogatory to ~~an administrator's~~ the employee's conduct, performance, character or personality shall be placed in the personnel file unless a copy is provided to the ~~administrator-employee~~ for review, and unless the ~~administrator-employee~~ has the opportunity to submit a reply to the material. Said reply shall be attached to the original document and shall remain attached throughout the term of that ~~administrator's-employee's~~ employment unless removed by mutual agreement between the ~~administrator-employee~~ and the Superintendent of Schools or designee. Such agreement shall be in writing and signed by both the ~~administrator-employee~~ and the Superintendent of Schools or designee.
2. Any discipline issued as a result of a criminal offense against a student shall remain in the employee's official personnel file and is not subject to removal. These offenses include, but are not limited to, criminal offenses defined by Arizona State Law under Title 13, assault, hitting,

striking, harassment, inappropriate touching or caressing of a student, sexual assault, or causing the student to suffer physical harm.

~~14-3~~ **Evaluation of Psychologists**

~~A. Psychologists will be evaluated according to applicable Arizona statutes and evaluation procedures as adopted by the Governing Board and will include a process for recommendations for improvement and plans for improvement as detailed in regulation GCOB 2.~~

~~B. Personnel File(s)~~

- ~~1. All Psychologists shall have the right to review the contents of his/her personnel file and receive a copy of all material contained therein at Board expense.~~
- ~~2. The official personnel file for all Psychologists shall be maintained in a location made known to Psychologists within fifteen (15) days following adoption of this policy, and within fifteen (15) days after such files are moved, should the location be changed.~~
- ~~3. Following adoption of this policy, no material derogatory to a Psychologist's conduct, performance, character or personality shall be placed in the personnel file unless a copy is provided to the Psychologist for review, and unless the Psychologist has the opportunity to submit a reply to the material. Said reply shall be attached to the original document and shall remain attached throughout the term of that Psychologist's employment, unless removed by mutual agreement between the Psychologist and superintendent of schools or designee. Such agreement shall be in writing and signed by both the employee and the Superintendent of schools or designee.~~
- ~~4. Any discipline issued as a result of a criminal offense against a student shall remain in the employee's official personnel file and is not subject to removal. These offenses include, but are not limited to, criminal offenses defined by Arizona State Law under Title 13, assault, hitting, striking, harassment, inappropriate touching or caressing of a student, sexual assault, or causing the student to suffer physical harm.~~

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~~14-4~~ **Evaluation of Research Project Managers**

~~A. Employees will be evaluated according to applicable Arizona statutes and evaluation procedures as adopted by the Governing Board and will include a process for recommendations for improvement and plans for improvement as detailed in the regulation GCOB-2.~~

~~B. Personnel File(s)~~

- ~~1. All employees shall have the right to review the contents of his/her personnel file and receive a copy of all material contained therein at Board expense.~~
- ~~2. The official personnel file for all employees shall be maintained in a location made known to employees within fifteen (15) days following adoption of this policy, and within fifteen (15) days after such files are moved, should the location be changed.~~
- ~~3. Following adoption of this policy, no material derogatory to an employee's conduct, performance, character or personality shall be placed in the personnel file unless a copy is provided to the employee for review, and unless the employee has the opportunity to submit a reply to the material. Said reply shall be attached to the original document and shall remain attached throughout the term of that employee's employment, unless removed by mutual agreement between the employee and superintendent of schools or designee. Such agreement shall be in writing and signed by both the employee and the Superintendent of schools or designee.~~
- ~~4. Any discipline issued as a result of a criminal offense against a student shall remain in the employee's official personnel file and is not subject to removal. These offenses include, but are not limited to,~~

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~~criminal offenses defined by Arizona State law under Title 13, assault, hitting, striking, harassment, inappropriate touching or caressing of a student, sexual assault, or causing the student to suffer physical harm.~~

14-35 Note relating to all Human Resource personnel files: Letters of Direction are not discipline and shall not be placed in the permanent Human Resources file.

ARTICLE FIFTEEN - LEAVES OF ABSENCE WITHOUT PAY

15-1 Eligibility

- A. The Board may grant a leave of absence to employees not to exceed one (1) year for the purposes listed below. ~~All requests for such leaves of absence shall be submitted to Human Resources by March 15 each year. Notification will be made not later than May 15.~~ Unless otherwise specified and approved, such leaves shall occur between July 1 and the following June 30. No leaves will be granted for other employment.
1. Health of employee (doctor's verification of illness is required)
 2. Health of immediate family (as defined in Article ~~1-10 One-F~~); doctor's verification of illness or disability and projected date of return to work is required)
 3. New infant or childcare (birth certificate or doctor's statement required)
 4. Course of study, education or training, as approved by TUSD (enrollment or registration documentation required)
 5. Military service (military order required)
 6. Campaign/Serve in public office
- B. Employees must have worked the equivalent of three full school years to be eligible for an unpaid, board-approved leave of absence.
- 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. Employees on unpaid leave of absence shall be allowed to continue insurance coverage in the program in which he/she is enrolled, provided the employee notifies the District of his/her desire to continue, and pays the premiums for the insurance and other benefits at the employee's expense.

15-2 Expiration of Leave (Return)

- A. ~~Administrators~~Employees must notify the District in writing of their intentions to return by February 1 or thirty (30) days prior to the leave's expiration date, whichever is earlier. Upon expiration of the leave, the ~~administrator employee~~ is guaranteed return to a comparable (same grade, same step) ~~administrative~~ position if one is available, and if he/she is recommended for the position by the Superintendent as a result of a selection process. (If no comparable position is available, or if the ~~administrator employee~~ is not selected, the ~~administrator employee~~ will be assigned to the next ~~administrative appropriate~~ vacancy that is in a classification below that of the position held at the time of leave, and for which he/she meets the minimum requirements. Said ~~administrators employees~~ will be placed on the step closest to their previous annual salary which does not result in an increase.)
- B. ~~Number B 1, expiration of leave, notwithstanding, administrators~~Employees on a leave of absence are subject to the provisions of Article 8, Reduction in Force.

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C. ~~Administrators~~Employees on leave of absence may request in writing that their leave be rescinded prior to the scheduled expiration of the leave.

15-3 Short Term Leave

Employees may apply for a short term leave for either medical or personal reasons. When an employee has exhausted his/her paid 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 employee was enrolled at the beginning of his/her off-duty pay status. At the end of this period, he/she must return to work (and provide a medical release), or request for a board-approved leave. Alternatively, ~~A~~ a short-term leave for personal business may be granted; however, it shall be with loss of pay and shall not exceed thirty (30) days. At the end of this period he/she may request a board-approved leave or ~~must return~~return to work. Short term leaves for medical or personal leaves may not be used consecutively, thereby turning a 30 day leave into a 60 day leave.

15-4 Family Leave

The provisions of the Family Medical Leave Act will be made available to ~~administrators~~employees as required by the Act and in accordance with Governing Board Policy.

15-5 Short Term Leave and Family Medical Leave ~~may not be used consecutively~~shall run concurrently.

15-6 Variable Office Hours

~~With notification to the immediate supervisor, variable office hours may be kept as long as each administrator works the required number of hours and performs duties in a satisfactory manner.~~ Variable office hours may be applied when normal work responsibilities require an administrator's presence at activities beyond the normal work day. Administrators will be given reasonable flexibility in office hours so long as 1) proper notification is given to the administrator's supervisors; 2) time away from the site/office is reasonably limited; and 3) the administrator works the required number of hours and performs his/her duties in a satisfactory manner.

15-7 Military Leave

Employees will receive pay for all days during which they are employed in training duty under orders with any branch of the armed forces for a period not to exceed thirty days in any two consecutive years. For purposes of this article only the term "year" means the fiscal year of the U.S. government. (A.R.S. 38-610).

15-8 Absence Due to On-the-Job Injury

A. ~~_____~~ In the event of absence due to on-the-job injury, the District's worker's compensation carrier begins making payments to the employee after the eighth day of absence. Prior to that, the employee may use accumulated sick leave available. After the eighth day of absence due to on the job injury, the Employee may utilize any remaining sick leave available to supplement funds received from the workers' compensation carrier but may not supplement with sick leave available to exceed 100% of income.

~~An employee will use accumulated paid leave for absences due to an industrial injury, not to exceed 100% of their regular pay. The District's Self-Insured Workers' Compensation Trust Fund will also compensate the employee in accordance with state law. Within four weeks of returning to work, an employee may make arrangements with Payroll to buy back paid leave used to supplement Workers' Compensation benefits for an on-the-job injury or illness.~~

B. ~~_____~~ When all paid leave has been exhausted, or when the combination of paid leave and "restricted duty" will exceed six months, the qualifying employee shall use unpaid Family Medical Leave (FML). At the

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~~conclusion of FML, the employee will be placed on an unpaid, Worker Compensation leave. Family Medical Leave will run simultaneously with the Workers' Compensation leave.~~

- ~~B.C.~~ Employees injured on the job may be assigned to work "restricted duty" as recommended by the industrial injury treating physician.
- ~~D.C.~~ A combination of paid leaves, restricted duty, and unpaid leaves of absences are not to exceed twelve (12) months for a single on-the-job injury. At twelve months, the position will be released for recruitment.
- ~~E.D.~~ When an employee has been awarded a permanent disability preventing him/her from performing the essential functions of his/her pre-injury job classification, the District will attempt to find a position for which the employee can qualify and/or in which reasonable accommodations can be made for the disability. In such a placement, regardless of any provisions elsewhere in this Agreement, the employee will be paid the appropriate rate for the new position. Placement in another position as described in this article will not be considered if the employee is pending lay-off, suspension or termination, is on a plan for improvement or recommendations to improve, or any type of disciplinary probation.
- ~~F.~~ ~~The District will adhere to the Arizona Workers Compensation Statute, the Federal Medical Leave Act, and the Americans with Disabilities Act.~~

ARTICLE SIXTEEN - ADDITIONAL FTE ENTITLEMENT

16-1 Additional FTE Entitlement

In an elementary school with an enrollment entitling it to an "additional FTE" (currently over 600 students, including all pre-school children utilizing the school's facilities), the site administrator in consultation with his/her supervising administrator shall have the discretion to fill that position with any category of employee determined as most needed.

ARTICLE SEVENTEEN - ADMINISTRATIVE TRANSFERS

17-1 Purpose

The purpose of the following provisions on administrative transfers is to ensure consistent, fair and equitable transfer opportunities and assignments for all administrators. Transfers are not intended to replace administrative evaluations, nor are transfers to be used for punitive or disciplinary purposes.

17-2 Notice and Consultation

- A. Written notice of all administrative vacancies occurring prior to the end of the school year and not advertised through TUSD's Human Resources Department will be provided by the District to each administrator and ELI.
- B. All current administrators who volunteer to transfer may provide a letter of intent to the ~~Executive Director of~~Chief Human Resources Officer and the Deputy Superintendent identifying the specific position in which he/she may be interested. Those current administrators shall be given equal consideration with other applicants in the placement or interview and selection process. ~~Those schools that have been designated as site based management schools will follow a selection and interview process in accord with Governing Board policy.~~
- C. At a minimum, the immediate administrative supervisor shall be consulted by District staff and involved in decisions of transfer that affect their administrative teams. As an example and not by way of limitation, principals shall be consulted with regard to the selection of their assistant principals.
- D. Any administrator who will be transferred by the District shall be given five (5) days notification by the Superintendent or designee prior to Governing Board action of the specific administrative position for which the administrator is being proposed or recommended for transfer; and the administrator may request a meeting with the Superintendent or Deputy Superintendent on the proposed transfer. It is expected that the affected administrator will exercise discretion in communicating with staff and the community, acknowledging the Governing Board's responsibility to make decisions for the educational

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benefit of all students. Transfer appointments for the fall semester will be completed by June 30, except in cases of unforeseen circumstances.

ARTICLE EIGHTEEN - CONFLICT RESOLUTION PROCEDURE

To ensure that an orderly procedure is available to resolve inter-managerial conflicts, the following procedure will be used:

- 18-1** This Conflict Resolution Procedure will be used when an employee (administrator, psychologist or research project managers) is in disagreement with his/her immediate supervisor regarding the interpretation or implementation of a Governing Board Policy, Rule or Regulation, an Administrative Rule, Regulation or Procedure, or a section of the ELI Meet and Confer Agreement not otherwise provided for through Rules for Disciplinary Action Against an employee.
- 18-2** If a conflict occurs and has not been resolved through a conference between the employee and his/her immediate supervisor, the employee will complete the Employee Conflict Resolution Document (see appendix F) and send it to the immediate supervisor. The immediate supervisor will provide the employee with a written response within ten (10) work days, excluding weekends or holidays, after receipt of the Resolution Document.
- 18-3** If there is no conflict resolution satisfactory to the initiating employee, the initiating employee may appeal by sending copies of the Employee Conflict Resolution Document, the written response and a statement of the points of disagreement to the next level administrator responsible for the supervision of the immediate supervisor, with copies to the Office of Employee Relations and to ELI. The appeal must be made within ten (10) work days, excluding weekends and holidays, of receipt of the immediate supervisor's written response.
- 18-4** The next level administrator will investigate the conflict. Such investigation will include a review of all documents and any other actions the administrator may feel necessary. Following such investigation, the administrator will meet within ten (10) work~~ing~~ days of receipt of the complaint information, with the initiating employee and the immediate supervisor in a mediation effort to bring agreement between the parties. If no such agreement is possible, the next level administrator will adjourn the meeting, and within ten (10) work~~ing~~ days will give a decision in writing, which will be final.
- 18-5** The intent of this Conflict Resolution Procedure is to resolve actual or potential conflict at a level as close to the original decision as possible. No penalty, disciplinary action or other adverse condition will accrue to any employee exercising their rights under this procedure.
- 18-6** The Employee Conflict Resolution Document and any other forms necessary for expeditious handling of this procedure will be prepared by the Office of Employee Relations with a representative of ELI, as appointed by the ELI President.
- 18-7** None of the documents or information used in the above procedure will be placed in the personnel file of any of the individuals involved.

Agreement with ELI for ~~2014-2015~~2015-2016
 Meet and Confer Agreements for Administrators
 Psychologists and Research Project Managers

APPENDIX A

CERTIFIED ~~and CLASSIFIED~~ ADMINISTRATOR POSITIONS
 July 1, ~~2014-2015~~ through June 30, ~~2015~~2016

ADMINISTRATORS - ADM		
as of 7/9/13		
Grade	Code	Title
1-A	26310	District Testing Coordinator
1-B	16105	Assistant Principal - Elementary
1-C		
2-A	16111	Assistant Principal - Dual Elementary
2-B	16510	Assistant Director - Exceptional Education
2-C	16109	Assistant Principal - Middle School
2-C	16100	Assistant Principal - K-8
3-A	16116	Assistant Principal - High School
3-A	22499	Director—Purchasing Svs
4-A	16118	Principal - Elementary
4-B	16310	Director—Fine Arts/Opening the Mind through the Arts (OMA)
4-B	24399	Director—Health Services
4-B	16301	Director—Professional Development
4-B	26309	Director—School Safety—Security
4-B	22799	Director—Transportation Services
5-A	16113	Principal - Dual Elementary
5-A	16119	Principal - Mary Meredith K-12
5-B		
5-C	15298	Director of African American Student Services
5-C	16299	Director of Native American Student Services
5-C	163011	Director of Mexican American Student Services
5-C	16137	Director—Advanced Learning Experiences (ALE)
5-C	15301	Director—Guidance, Counseling & Student Service/Prevention- Pgms
5-C	16309	Director—Interscholastics
5-C	16250	Director—Magnet School Programs
5-C	16515	Director—Multicultural Curriculum
5-C	16298	Director of Asian Pacific American Student ServicesStudies
5-C	14699	Director—Student Placement and Community Outreach
5-C	16114	Principal - Middle School
5-C	16110	Principal - K-8
6-A	16117	Principal - High School

Agreement with ELI for ~~2014-2015~~2015-2016
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Psychologists and Research Project Managers

Other Classification Codes - as of 7/9/13

RESEARCH PROJECT MANAGERS (EXM)

GRADE	CODE	TITLE
1	94421	Research Project Manager
2	94422	Research Project Manager - Senior

PSYCHOLOGISTS (PSY)

GRADE	CODE	TITLE
PSY	35308	Psychologist

APPENDIX B

Certified and Classified Administrators

July 1, 2014 through June 30, 2015

		STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
GRADE		A	B	C	D	E	F	G	H	I	J
1	A	57,720.32	59,163.66	60,642.92	62,159.13	63,712.28	65,305.57	66,937.92	68,611.44	69,630.34	71,371.44
1	B	60,890.02	62,411.84	63,972.54	65,571.04	67,210.58	68,891.17	70,612.80	72,377.64	73,453.39	75,289.51
1	C	66,739.42	68,408.72	70,118.15	71,870.87	73,667.93	75,509.33	77,397.20	79,331.52	80,509.86	82,523.36
2	A	64,677.83	66,293.60	67,952.59	69,650.46	71,391.54	73,176.89	75,005.44	76,881.53	78,023.17	79,973.77
2	B	70,182.55	71,936.32	73,735.50	75,577.96	77,469.00	79,405.43	81,390.44	83,425.06	84,663.58	86,780.56
2	C	64,967.86	66,590.88	68,257.32	69,962.79	71,711.68	73,505.04	75,341.79	77,226.29	78,373.05	80,332.40
3	A	74,949.73	76,823.87	78,743.41	80,712.57	82,730.31	84,797.66	86,918.88	89,091.83	90,414.80	92,675.39
4	A	70,384.83	72,144.56	73,948.77	75,798.54	77,692.81	79,634.80	81,625.62	83,667.43	84,909.65	87,003.92
4	B	76,802.74	78,723.35	80,691.46	82,708.13	84,776.55	86,896.70	89,068.60	91,295.39	92,651.11	94,967.64
5	A	74,440.57	76,301.52	78,208.93	80,163.86	82,168.47	84,221.69	86,327.82	88,485.80	89,800.24	92,045.71
5	B	74,955.01	76,829.15	78,749.74	80,717.85	82,735.59	84,805.06	86,924.15	89,098.16	90,421.14	92,681.73
5	C	80,775.93	82,794.72	84,865.24	86,986.46	89,161.51	91,391.48	93,675.28	96,017.16	97,442.56	99,879.47
6	A	86,337.10	88,495.26	90,708.33	92,976.31	95,300.25	97,683.29	100,124.43	102,627.86	104,152.51	106,756.25

APPENDIX C

Salary Schedule for Psychologists

Effective July 1, 2014 through June 30, 2015

Step	13/14
1	\$48,372. 80
2	\$49,849. 41
3	\$51,378.01
4	\$52,959.64
5	\$54,596.44
6	\$56,291.57
7	\$58,045.05
8	\$59,860.06
9	\$61,739.78
10	\$63,684.19
11	\$65,697.57
12	\$67,779.89
13	\$69,935.41
14	\$72,167.31
15	\$73,816.82
16	\$75,507.72
17	\$77,587.56

**APPENDIX D & E
 LEAD, Research Project Managers**

July 1, 2014 through June 30, 2015

**APPENDIX D = RESEARCH PROJECT MANAGERS
 APPENDIX E = LEAD RESEARCH PROJECT MANAGERS**

Appendix D			Appendix E	
Step	13-14		Step	13-14
1	\$42,771.55		1	\$45,671.98
2	\$43,841.13		2	\$46,814.41
3	\$44,937.11		3	\$47,984.29
4	\$46,060.53		4	\$49,183.75
5	\$47,211.41		5	\$50,413.81
6	\$48,391.85		6	\$51,674.50
7	\$49,602.93		7	\$52,965.81
8	\$50,842.50		8	\$54,289.85
9	\$52,113.75		9	\$55,647.68
10	\$53,416.67		10	\$57,038.24
11	\$54,751.27		11	\$58,463.64
12	\$56,119.65		12	\$59,924.95
13	\$57,522.87		13	\$61,423.20
14	\$58,960.94		14	\$62,959.46
15	\$60,434.91		15	\$64,532.68
16	\$61,945.85		16	\$66,146.02
17	\$63,494.77		17	\$67,800.54
18	\$65,081.72		18	\$68,806.78
19	\$66,708.79		19	\$70,526.76

| Agreement with ELI for ~~2014-2015~~2015-2016
Meet and Confer Agreements for Administrators
Psychologists and Research Project Managers

APPENDIX F

TUCSON UNIFIED SCHOOL DISTRICT

CONFLICT RESOLUTION DOCUMENT FOR EMPLOYEES

Date: _____

Initiator's Name: _____

Immediate Supervisor: _____

School/Department: _____

What is the nature of the conflict:

What do you perceive the remedy to be:

Signature of Employee

Date Received by Immediate Supervisor: _____

Immediate Supervisor's Response (within 10 working days of receipt):

Signature of Immediate Supervisor

Date

NOTE: If supervisor's response is not satisfactory, a copy of this form plus a cover letter should be sent to the next level administrator within 10 work days of receipt. Also send copies to the Employee Relations Office and ELI, 3056 N. Country Club Rd., Tucson, AZ 85716.

| Agreement with ELI for ~~2014-2015~~2015-2016
Meet and Confer Agreements for Administrators
Psychologists and Research Project Managers

RATIFICATION

| ALL PROVISIONS SHALL BE EFFECTIVE JULY 1, ~~2014~~2015, AND SHALL
REMAIN IN FULL FORCE AND EFFECT THROUGH JUNE 30, ~~2015~~2016.

Tucson Unified School District

Education Leaders, Inc.

| _____
Adelita Grijalva, President
TUSD Governing Board

~~Michael Konrad, President~~Dr. Stacy Emert
Educational Leaders, Inc.

Date: _____

Date: _____

| _____
Dr. Shannon Roberts, TUSD

Date: _____

APPENDIX F
Contingency Agreement for School Year 2014-2015
Terms

~~The purpose of this agreement is to set the terms and conditions between the employer (TUSD) and the collective bargaining units (CBA). Specifically, the parties agree that in the event that TUSD experiences an unanticipated increase in student enrollment (ADM), an increase in base level per pupil funding from the Arizona legislature, or other significant change in anticipated revenues, the parties will meet to engage in good faith discussions about how such funding increases might be used to support step increases or other upwards adjustments in compensation for District employees.~~

~~According to the terms of this agreement, TUSD agrees to meet with all recognized CBA's to discuss and consider a district wide salary increase no later than December 1st 2014. The terms implied or expressed within this document do not in any way constitute or guarantee a raise, but rather the parties' good faith effort to identify the possibility of raises.~~

~~The parties agree that all discussions related to this salary increase are contingent upon the District's affordability and sustainability. Further, the parties agree that items listed in A below shall be considered as key components in determining the affordability and sustainability.~~

A.

~~The parties agree to use the following to determine the affordability and sustainability of any proposed step salary adjustments or other increase/stipend:~~

~~Review the current fiscal year's budget by the December budget revision for available funding for 2014-15.~~

~~Revise the financials based on the 40th day student count for SY 2014-15, including but not limited to any upward adjustment in per pupil funding~~

~~Any significant additional state or federal funding received above that which was projected for SY 2014-15 in preparation of the budget for the current fiscal year~~

~~Going into the 2015-16 budget process TUSD will prioritize and research all possibilities of a district wide salary increase.~~

B.

~~The affixed signatures in C below constitute agreement between the parties. This agreement is made without prejudice respective to the positions of the parties. Neither party will use this agreement to establish a precedent nor use this document as a basis for past practices.~~

C.

Comment [TJ4]: I'm not sure why this was attached to the agreement last year but it doesn't need to be here.

Agreement with ELI for ~~2014-2015~~2015-2016
Meet and Confer Agreements for Administrators
Psychologists and Research Project Managers



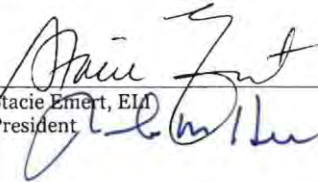
Dr. Shannon Roberts, TUSD
Chief Negotiator & Director of Employee Relations

7/17/14
Date



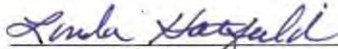
Frances Banales, TEA
President

7-17-14
Date




Stacie Effert, ELI
President

7-17-14
Date



Linda Hatfield, CWA 7000
President

7-17-14
Date



Lalo Macias, AFSCME Local 449
Deputy Administrator

7-17-14
Date