

2012-2013

***EXEMPT
COORDINATORS
(EXC)***

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2011-2012 EXEMPT COORDINATORS

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ARTICLE ONE - DEFINITIONS

- 1-1 The term **EXEMPT COORDINATOR** shall be defined as those persons who coordinate District-wide programs and whose pay is determined by the Exempt Coordinator Salary Schedule (Appendix B).
- 1-2 The term **GOVERNING BOARD** shall mean the Governing Board of Tucson Unified School District.
- 1-3 The term **DISTRICT** shall mean the Tucson Unified School District.
- 1-4 The term **DAYS** shall mean working days. Working days are considered to be those exclusive of holidays and weekends.
- 1-5 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 exempt coordinator has or shares a major financial responsibility and is an established resident within the household.

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 NONDISCRIMINATIONS LAWS AND REGULATIONS.

ARTICLE TWO – CONTRACTS

- 2-1 The District shall distribute annual contracts to employees to whom it intends to offer contracts no later than July 1 prior to the beginning of the school term each year.
- 2-2 An employee offered a contract must indicate acceptance within thirty days from the date of the written contract.

ARTICLE THREE – PROFESSIONAL DEVELOPMENT

- 3-1 ***FOR THE 2011-2012 FISCAL YEAR ONLY, ALL UNUSED ALLOCATED FUNDS SHALL ROLL OVER INTO THE NEW FISCAL YEAR.***

A committee consisting of representatives of both TUSD and Exempt Coordinators shall be formed and shall meet to set guidelines for accessing the Professional Development Fund. These guidelines shall include eligibility requirements, the application process and the administration of these funds. 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 budgeted amount not used for the 2011-2012 fiscal year may be rolled over into the 2012-2013 fiscal year and added to the budgeted amount of \$40,000 for a maximum of \$50,000.

ARTICLE FOUR - WAGES

4-1 Effective July 1, 2011, the salary schedule shall be as listed in Appendix B.

4-2 Longevity Stipend

For all employees the longevity allowances shall be as follows:

- 15-19 years \$ 750.00
- 20-24 years \$1,000.00
- Over 24 years \$1,750.00

ARTICLE FIVE - FRINGE BENEFITS

5-1 Medical Insurance

- A.** For those employees working 30 hours or more, each full-time eligible employee (as determined by the insurance provider) **who elects single coverage shall be eligible for the full contribution value up to \$5007.80 annually, and said value shall be paid for by The District. Should there be an increase in the cost of monthly premiums; employee shall experience no more than a 9.5% increase of the annual cost of the premiums.**
- B.** For **2011-2012**, part-time (20 to 30 hours/week) eligible (as determined by the insurance provider) employees will receive a dollar amount equal to 50% of the cost of the District-sponsored EPO single coverage medical insurance.
- C.** If the full-time or part-time employee works less than his/her full contract year, the District contribution will be prorated based on the portion of the contract year worked.
- D.** Employees who terminate before the last duty day in the school year shall terminate the District's further contribution to District-sponsored single coverage medical insurance.

5-2 Life Insurance

All full-time employees shall be provided, at District expense, with a term life insurance policy equal to the employee's base salary, 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, but not less than \$5000. Employees shall have the option of purchasing additional term life insurance at his/her own expense.

5-3 Mileage Allowance

Authorized personnel who use their vehicles for District authorized business are to be reimbursed at a rate set by the Governing Board. Employees must receive proper mileage reimbursement authorization prior to using personal vehicles for district business. Employees shall submit a completed mileage reimbursement form monthly.

5-4 Holidays

- A.** 9, 9-1/2, 10, 10-1/2 and 12 month employees shall be granted the following paid holidays, provided they were on-pay status during any portion of their regular work day of their assignment immediately preceding or succeeding the holiday.

Nine (9), Nine and a half (9-1/2), Ten (10), and Ten and a half (10-1/2) Month

Labor Day	1
Veterans' Day	1
Thanksgiving	2
Winter Break	10
Martin Luther King Day	1
Rodeo Break	2
Spring Break	3

Twelve (12) Month

Independence Day	1
Labor Day	1
Veterans' Day	1
Thanksgiving	2
Winter Break	2
New Year's	2
Martin Luther King Day	1
Rodeo Break	2
Spring Break	1
Memorial Day	1

ARTICLE SIX - LEAVES OF ABSENCE WITH PAY

6-1 Sick Leave Accrual

A. All employees (full-time and part-time) shall be eligible for sick leave benefits based on their normal daily assignment which will be accumulated without limit and accrued at the following rate:

	Sick Leave	Personal Leave
12-month	8 days a year	7 days a year
10-1/2 month	6 days a year	7 days a year
10-month	6 days a year	7 days a year
9-1/2-month	6 days a year	7 days a year
9-month	6 days a year	7 days a year

- B. Employees may accumulate, but not use, personal leave during their initial sixty days of employment.
- C. Employees are required to notify their immediate supervisor(s) or designee(s) of a necessary sick leave absence at least one-half (1/2) hour prior to the start of the employee's work day.
- D. Employees must report absences of 1/2 day or more when they are adjusting their schedule due to excessive time worked during the pay period.

6-2 Sick Leave Usage

A. Illness

- 1. Sick leave may be used at the employee's discretion when he/she is too ill to perform the duties of their job or when a member of their immediate family is ill enough to

require the employee's attention, or for verified doctor appointments. For purpose of illness, immediate family is defined as parents, foster parents, step-parents, grandparents, spouse, children, siblings, aunt, uncle, or anyone in the metropolitan Tucson area for whom the employee has or shares a major financial responsibility and is an established resident within the household.

2. A written statement from the treating physician will be required by the District to substantiate an absence due to an employee's illness or for illness within the employee's immediate family (as defined in paragraph A-1 above) if the absence is more than three (3) consecutive days duration. The District may require a written statement from the treating physician to substantiate any sick leave absence, including those of less than three (3) days, when there is a reasonable doubt as to the proper use of sick leave.

B. Bereavement

In the event of death in the family of an employee, the employee may take up to eight (8) days of sick leave including necessary travel time, excluding weekends. Additional days may be granted. For purpose of this paragraph, family is as defined in Article 1-5 above.

6-3 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 Human Resources asking to receive donations of sick leave from other employees. Serious illness or injury is defined as a "non work related" illness or injury that is anticipated to last for the continuous period of time of four or more weeks, as verified by a licensed health care practitioner.
- B. The donor employee may donate a maximum of five (5) sick leave days annually and may only donate if he/she has thirty (30) or more days of accumulated sick leave. The donor employee will designate the donation in the name of the employee to receive the donation. Exempt Coordinator employees may donate to and receive donations from any other TUSD employee's groups/units.
- C. The recipient employee will be credited with the number of days donated, up to a maximum of one week after their projected return to work. Days donated in excess of this amount will be held in reserve and credited to the employee only if needed. If not needed, days in excess of one week beyond the original amount requested will be restored to the donor(s). Days of leave, not the actual wage of the donor employee, will be donated.

6-4 Personal Leave Usage

- A. At the beginning of every school year each employee shall be credited with seven (7) days to be used for the employee's personal leave. Employees shall be credited on July 1 of each fiscal year.
- B. All unused personal leave shall be made part of the employee's accumulated sick leave at the end of each fiscal year. New employees whose entry day to the District is other than July 1, will have their personal leave prorated.

- C. An employee planning to use a personal day or days shall notify his/her immediate supervisor at least one day in advance, except in cases of emergency. Use of personal leave must be approved by his/her supervisor.
- D. Employees must report absences of 1/2 day or more when they are adjusting their schedule due to excessive time worked during the pay period.

6-5 Vacation Leave Eligibility

Employees assigned to a regular part-time or full-time twelve (12) month position may accumulate vacation leave, but not use it during these initial 3 months of service.

6-6 Vacation Leave Accrual

- A. Years of service shall be calculated from the employee's most recent date of hire in the District in a regular part-time or full-time position.
- B. Employees will accrue vacation at the rate of ten (10) days annually during the first, second, and third years of service.
- C. Employees will accrue fifteen (15) days annually during the fourth and fifth years of service.
- D. Upon completion of five (5) or more years of service, employees will accrue twenty (20) days annually.
- E. If a nine and one-half (9-1/2), ten (10), or ten and a half (10-1/2) month contract employee is transferred to a twelve (12) month position, the employee will accrue his/her vacation from the first day in the new assignment, at the vacation accrual rate equal to the years of service in the District.

6-7 Vacation Leave Usage

- A. Employees having earned vacation may take vacation in increments as approved by the immediate supervisor and/or site administrator.
- B. No more than 120 hours or three (3) weeks of vacation 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 Budget Development Committee to pay out the vacation earned by the employee. The Budget Development Committee 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.

6-8 Jury Duty

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. Employees subpoenaed for jury duty or as a witness are required to

submit a copy of the jury summons or subpoena to his/her supervisor and inform the supervisor of his/her choice regarding jury duty pay. Absence forms shall be submitted in the pay period while serving as a juror or as a witness. No receipt need be submitted with the absence sheet if the employee chooses to take a pay dock or a personal leave day. Absences due to litigation while the employee is either a plaintiff or a defendant must be charged to personal leave, vacation, or dock.

6-9 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).

6-10 Released Time

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

ARTICLE SEVEN - UNPAID LEAVES OF ABSENCE

7-1 Governing Board-Approved Leave of Absence

- A.** The Board may grant a leave of absence to employees not to exceed one year for the purposes listed below.
- Health of employee (doctor's verification of illness is required)
 - Health of immediate family, as defined in this agreement. A doctor's verification of illness or disability and projected date of return to work is required.
 - New infant or childcare (birth certificate or doctor's statement required)
 - Course of study, education or training, as approved by TUSD (enrollment or registration documentation required)
 - Military service (military order required)
 - Campaign/Serve in public office
- B.** Employees must have worked the equivalent of one full school year to be eligible for an unpaid, board-approved leave of absence.
- C.** Employees on unpaid leave of absence shall be allowed to continue insurance coverage, except for life insurance, 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.
- D.** Notification of intention to resume employment by the employee must be submitted in writing thirty (30) days prior to date of return.

7-2 Family and Medical Leave

The provisions of the Family Medical Leave Act (FMLA) will be made available to employees as required and described by the Act.

7-3 Absence Due to On-the-Job Injury

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

ARTICLE EIGHT - SEPARATION BENEFITS**8-1 SEVERANCE PAY – DISCONTINUED AS OF JULY 1, 2010**

As of June 30, 2010, the Exempt Coordinator 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 Exempt Coordinator'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 8-2 below.

8-2 Sick Leave Pay at Separation – Exempt Coordinators – Effective July 1, 2011

- A. After fifteen (15) consecutive years of service in Tucson Unified School District, Exempt Coordinators shall receive pay for unused sick leave.
- B. The District shall provide a payment for unused sick leave to Exempt Coordinators upon separation in accord with the following: The amount of payment shall be 2/3rds of the base salary 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. 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 this 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.

**APPENDIX A
EXEMPT COORDINATORS**

GRADE	CODE	TITLE
1	92364	Benefits Manager
1	92268	College & Career Readiness Coordinator
1	92266	Coordinator - Operations Solutions
1	93306	Coordinator Risk Management
1	92320	Coordinator, American with Disabilities (ADA)
1	92013	Payroll Manager
1	92015	Timekeeping and Absence Management Systems (TAMS) Manager
2	92238	Coordinator - Internal Compliance
2	92246	Coordinator - Library Services
2	92249	Coordinator - New Teacher Induction
2	92263	Coordinator - Operations Finance
2	92264	Coordinator - Operations-Human Resources
2	92270	Coordinator - Staff Dev. & Multicultural Curriculum Integration
2	92245	Coordinator - Technology Integration
2	92236	Coordinator, TS Organizational Development
2	92335	Equal Employment Opportunity (EEO) Compliance Officer/Investigator
2	92269	Learning Supports Coordinator
2	92017	Manager, HS Facilities & Operations
2	92243	Program Coordinator
2	92242	Program Coordinator - Exceptional Education
2	92250	School Improvement (SI) Coach Coordinator
2	92271	Transformational Coordinator
2	92759	Transportation Ombudsperson
3	927006	Exceptional Education Ombudsperson
3	92241	HR Program Coordinator - Senior
3	92256	Language Acquisition Coordinator
3	91038	Policy/Strategic Plan Coordinator
3	92240	Program Coordinator Senior, Professional Development
3	92244	Senior Program Coordinator
4	92255	Budget Coordinator
4	92701	Data Warehouse Architect
4	92253	Distance Learning Coordinator
4	92700	People Soft Programming Manager
4	92267	Program Manager
4	92252	Staff Attorney
5	92258	Bond Program Manager

5	92259	Maintenance and Repair Program Manager
5	92016	Mgr - HS Activities & Athletics
5	92257	Planning and MIS Program Manager
5	92261	School Pride Appearance Program Manager
5	92262	School Pride Mechanical Program Manager
5	92260	Warehouse, Distribution and Inventory Program Manager
6	92280	Project & System App Manager

APPENDIX B

EXEMPT COORDINATORS (based on a 12 month schedule; prorate if less than 12 month)
July 1, 2012 through June 30, 2013

GRD	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	1	2	3	4	5	6	7	8	9
1	50,131.4 2	51,335.7 8	51,529.3 3	53,852.0 3	55,142.4 1	56,475.8 1	57,852.22	59,250.13	60,691.0 6
2	53,722.9 9	55,013.3 7	56,346.7 7	57,723.1 8	59,121.0 9	60,540.5 2	62,024.46	63,529.91	65,078.3 7
3	57,551.1 3	58,927.5 4	60,346.9 6	61,830.9 0	63,336.3 5	64,884.8 1	66,454.78	68,089.26	69,723.7 5
4	61,357.7 6	62,820.1 9	64,368.6 6	65,917.1 2	67,530.1 0	69,186.0 9	70,863.59	72,584.10	74,347.6 2
5	65,400.9 6	66,992.4 4	68,626.9 2	70,304.4 2	72,024.9 3	73,766.9 5	75,573.49	77,401.53	79,315.6 0
6	69,745.2 6	71,422.7 5	73,186.2 8	74,949.8 0	76,799.3 5	78,648.9 0	80,519.96	82,563.07	84,563.1 6
GR D	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	10	11	12	13	14	15	16	17	
1	62,153.5 0	63,658.9 4	65,228.9 1	66,798.8 8	68,454.8 7	70,110.8 6	71,831.38	73,573.39	
2	66,669.8 4	68,304.3 3	69,960.3 2	71,659.3 2	73,401.3 4	75,207.8 8	77,035.92	78,928.49	
3	71,422.7 5	73,164.7 7	74,949.8 0	76,799.3 5	78,648.9 0	80,584.4 8	82,563.07	84,584.67	
4	76,175.6 7	78,025.2 2	79,939.2 9	81,896.3 7	83,896.4 7	85,961.0 8	88,068.71	90,219.35	
5	81,229.6 7	83,229.7 7	85,251.3 7	87,359.0 0	89,466.6 2	91,681.7 8	93,939.96	96,219.63	
6	86,649.2 9	88,756.9 1	90,950.5 7	93,187.2 3	95,423.9 0	97,789.6 0	100,176.8 1	102,650.0 5	

EXEMPT COORDINATORS for 10 1/2 month employees
July 1, 2012 through June 30, 2013

GRD	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
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	1	2	3	4	5	6	7	8	9
1	43,190.1 5	44,227.7 5	44,394.5 0	46,395.5 9	47,507.3 1	48,656.0 8	49,841.9 1	51,046.2 7	52,287.6 8
2	46,284.4 2	47,396.1 4	48,544.9 1	49,730.7 4	50,935.1 0	52,157.9 8	53,436.4 6	54,733.4 6	56,067.5 2
3	49,582.5 1	50,768.3 4	51,991.2 3	53,269.7 0	54,566.7 0	55,900.7 6	57,253.3 5	58,661.5 2	60,069.6 9
4	52,862.0 7	54,122.0 1	55,456.0 7	56,790.1 3	58,179.7 8	59,606.4 8	61,051.7 1	62,533.9 9	64,053.3 4
5	56,345.4 4	57,716.5 6	59,124.7 3	60,569.9 6	62,052.2 5	63,553.0 7	65,109.4 7	66,684.4 0	68,333.4 4
6	60,088.2 2	61,533.4 5	63,052.7 9	64,572.1 4	66,165.6 0	67,759.0 6	69,371.0 4	71,131.2 6	72,854.4 2

GRD	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	10	11	12	13	14	15	16	17
1	53,547.63	54,844.63	56,197.22	57,549.80	58,976.50	60,403.21	61,885.49	63,386.31
2	57,438.63	58,846.80	60,273.51	61,737.26	63,238.08	64,794.48	66,369.41	67,999.93
3	61,533.45	63,034.27	64,572.14	66,165.60	67,759.06	69,426.63	71,131.26	72,872.95
4	65,628.27	67,221.73	68,870.77	70,556.87	72,280.03	74,058.78	75,874.58	77,727.44
5	69,982.49	71,705.65	73,447.33	75,263.14	77,078.94	78,987.38	80,932.88	82,896.92
6	74,651.69	76,467.49	78,357.41	80,284.38	82,211.36	84,249.50	86,306.18	88,436.96