

2009-2010

MEET and CONFER AGREEMENT

For

ADMINISTRATORS

July 1, 2009 through June 30, 2010

Between

Tucson Unified School District

and

Educational Leaders, Inc.

Approved August 25, 2009

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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:

- A. The term **ADMINISTRATOR** shall be defined as those persons whose pay is determined by the Administrative Salary Schedule and who are not excluded from representation by Article 2-B of this agreement.
- B. The term **GOVERNING BOARD** shall mean the Governing Board of Tucson Unified School District.
- C. The term **DISTRICT** shall mean the Tucson Unified School District.
- D. The term **SUPERINTENDENT** shall mean the Superintendent appointed by the Governing Board of Tucson Unified School District.
- E. The term **DAYS** shall mean working days. Working days are considered to be those exclusive of holidays and weekends. During the school year, working days shall mean teaching days plus duty days. During the summer, working days will be those when the District's Central Administrative offices are open for business with the public.
- F. 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.
- G. The term **EMERGENCY** shall mean an event which a reasonable, prudent person could not have reasonably foreseen and prepared for.

ARTICLE TWO

RECOGNITION

- A. 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.
- B. The following employees are excluded from representation by Educational Leaders, Incorporated:
 - 1. Superintendent
 - 2. Deputy Superintendent, Assistant Superintendent, Chief Executive Officer, and Principal Supervisor
 - 3. Executive Directors of Human Resources, Accountability & Research, Communications, Multicultural Studies, and Exceptional Education
 - 4. Directors and Assistant Directors of Human Resources, Finances/Payroll, Food Service, and Technology
 - 5. Director of Employee Relations
 - 6. Senior Legal Counsel
 - 7. Legal Counsel
 - 8. Director of Risk Management
 - 9. Director of Staff Services to Governing Board.
- C. The use of 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.

ARTICLE THREE

MEET AND CONFER PROCEDURE

- A. 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.
- B. 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.
- C. 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:
 - 1. The Meet and Confer process will be an annual rather than a continual process.
 - 2. 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.
 - 3. 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

- A. **District Facilities**
The District will provide:
 - 1. Free use of school mail for association purposes.
 - 2. 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.
 - 3. Employees are expected to comply with Board Policy KF.
- B. **Deduction of Dues**
 - 1. 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.
 - 2. 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.
- C. **Middle Management Input Into Studies of the Administrative Organization**
 - 1. 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.
 - 2. 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.

D. Representation

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

E. Grievance/Arbitration

1. An ELI representative may represent ELI unit members at all grievance and arbitration hearings involving such members.
2. 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.

F. Insurance Advisory Committee

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

G. District Committees

Publicize to ELI the membership and purpose of all committees established by the Governing Board, the Superintendent, and/or a member of the Superintendent's staff.

ARTICLE FIVE

PROFESSIONAL GROWTH

A. District In-service

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

B. Professional Conferences

1. For the 2009-2010 fiscal year, no money has been budgeted for professional conferences/meetings indicated in #2 below.
2. A sum of money will be budgeted and expended yearly to implement a rotation system for administrators to attend professional conferences and meetings of his/her choice at District expense. This conference or meeting is to be relevant to District goals and the job description of the administrator. TUSD released time/travel guidelines must be followed.
3. The District will notify ELI regarding the proposed professional conference rotation no later than September 1.
4. Administrators scheduled for conferences will be notified by September 1 of the school year when such funds are budgeted and to be expended.

C. Pre-school Administrative Conference

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 attend.

ARTICLE SIX

CONTRACTS

A. Distribution of Administrative Contracts

1. 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.
2. Starting and ending dates for administrators' contracts may vary with approval of the Superintendent or the Superintendent's designee.

B. Contract Offer Acceptance

1. An administrator 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.
2. **Release from Contract:** An employee under contract will be released from the obligations of the contract upon request, under the following conditions:
 - a. a release from contract, prior to July 1, will be granted provided a letter of resignation is submitted prior to that date.
 - b. a release from contract will be granted in case of illness or a life changing situation (in accord with Family Medical Leave Act).

C. Extended Contracts

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

- D.** 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 unless there has been compliance with the procedure set forth in Policy Regulation GCOB-R entitled Administrator Evaluation Procedure. 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.

ARTICLE SEVEN

ADMINISTRATIVE SUBSTITUTES

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

- A.** 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.
- B.**
1. In accordance with A.R.S. 15-503.D, any certificated administrator 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.
 2. Non-certificated administrators who will not be offered employment for the next school year shall be notified by May 15.
 3. Notice of intention not to re-employ an administrator will be delivered personally to the administrator or sent by registered or certified mail, directed to the administrator at his/her place of residence.

- C. Before any reduction in force decisions are made to the Governing Board or its staff, a list of all administrators 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.
- D. If an administrator 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 who has not had his/her contract renewed because of performance evaluation will not be provided such opportunity.
- E. At the discretion of the Superintendent, administrators 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.
- F. If recalled in accord with E above, all unused sick leave accrued up to the point the RIF took effect would be restored.
- G. The District shall pay the full cost of the current health and life insurance benefit for all RIFed administrators until October 1 of the following school year. After October 1, RIFed administrators shall, upon request, be allowed to continue their health insurance coverage by paying the premium themselves.
- H. **A RIFed administrator who accepts a teaching position in the District pursuant to Article Ten 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

ADMINISTRATIVE SEPARATION BENEFITS

A. 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 Nine by giving written notice to the District's Executive Director of Human Resources on or before January 15. Should an administrator separate at mid-year, written notice should be received by the Executive Director of Human Resources 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, 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.

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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 for classified and certified administrators shall be, as follows:

<u>New Class</u>	<u>91-92 Schedule</u>
All Grade 1	Class 1
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.
 - 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 Nine-2-a, administrators are eligible to receive the benefits outlined in Article Nine-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 Executive Director of Human Resources 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.

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.

ARTICLE TEN

SENIORITY CREDIT/SALARY SCHEDULE PLACEMENT AS A TEACHER

If

1. the District and an administrator reach a mutual agreement that the administrator shall return to teacher; or
2. 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
3. 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

4. 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
5. has had continuous employment, including approved leaves where taken, with the District

A. 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.

B. 1. For the purposes of this paragraph, notwithstanding any provision of the teachers' consensus agreement or successor agreement regarding experience credit for placement on the salary schedule, administrators who return to teaching as provided in this Agreement shall be accorded one step on the salary schedule for each year of prior experience in the District up to any maximum contained within the teacher salary

schedule, regardless of the years or decade in which it was earned. The salary step credits provided for in the preceding sentence shall be granted for each year step increases were granted to teachers.

2. Administrators who return to teaching as provided in this Agreement will be placed on the appropriate salary schedule reflecting their degree at that time.
- C. Administrators who, in accord with Article 10, Seniority Credit as a Teacher, are reassigned to positions covered under the Consensus agreement with the Tucson Education Association, will be accorded District Initiated Transfer (DIT) status under that agreement for purposes of assignments.

ARTICLE ELEVEN

COMPENSATION AND BENEFITS

A. SALARY

The salary schedules for certificated and classified administrators for the 2009-2010 school year shall be as reflected in Appendix A. Appendix A is effective July 1, 2009 through June 30, 2010.

- B.**
1. 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.)
 2. Effective July 1, 2004, principals, while assigned to a combination elementary/middle school (K-8) with an enrollment of 600 students or more, shall receive a \$2000 stipend. Said stipend shall cease or be pro-rated if the administrator changes sites or positions.
 3. Effective July 1, 2004, 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, 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 advance one step on the administrator salary schedule.

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 A) at the appropriate grade level for the new position and length of contract. If such placement results in a decrease in the administrator's base salary, the administrator shall retain the higher base salary for six calendar months.
2. If such 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.

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.
3. Contracts reflecting salary changes for the educational stipend shall be updated and reissued to administrators within sixty days of submission to the District.

F. Professional Development Stipend

1. Certified and classified administrators may participate in staff development activities approved by TUSD or other professional development activities as defined in paragraph 2 below.
2. Professional development activities include, but are not limited to, any of the following subject to approval by the administrator's supervisor:
 - a. Coursework related to education and/or an administrator's responsibilities and District initiatives (Eligible college credits must be earned from an accredited educational institution of higher learning that is recognized by the U.S. Department of Education (USDE) and/or the Council for Higher Education Accreditation (CHEA).);
 - b. Professional conferences
 - c. Internships
 - d. participation in a study group.
 - e. activities acceptable for certification renewal.
 - f. Participation on education boards or teams.
3. Administrators may not submit credits earned through coursework or TUSD staff development when TUSD has provided released time, registration fees, tuition, reimbursement or compensation in any other form.
4. Administrators who successfully complete forty-five hours of professional development activity and submit appropriate documentation to Human Resources shall receive a stipend of \$750 to be paid no later than three pay periods following submission of verified credits.

Any credits submitted after April 1 each year will be applied to the following fiscal year.

The stipend payable during the July 1, 2009-2010, contract year will be based on professional development activity accumulated during the fifteen (15) month period prior to the first day of classes in August, 2009. **An administrator who is separating from TUSD may receive the stipend if he or she successfully completes the forty-five hours of professional development activity and submits the appropriate documentation to Human Resources by the earlier of June 30 or the administrator's effective date of separation. In such cases, the stipend of \$750 will be paid no later than two months following submission of verified credits. No separating administrator may earn credit for courses that begin on or after March 1 of the year of separation.**

5. Administrators must submit the following in order to qualify for the professional development stipend:
 - a. An official college or university transcript documenting that the professional development activity was successfully completed with a grade of "C" or better or a "passing" designation; and/or
 - b. A certificate or letter of completion for a professional development activity from the provider of the activity.
6. Contracts reflecting salary changes for the professional development stipend and the educational stipend (Article 11-E) shall be updated and reissued to administrators by October 15 of each year or within thirty (30) days of submission to the District, whichever is later.

G. Insurance

1. For 2009-2010, for those employees working 30 hours or more, each full-time eligible employee (as determined by the insurance provider) who elects **single** coverage **shall contribute \$10 per pay period towards the District sponsored (HMO) plan.**

2. Flex credit is available only to those who participated during the 2001-2002 school year. (No one employed after 2000-2001 is eligible for this benefit.) Effective July 1, 2004, said employees shall be provided with an annual amount of \$2,060.
3. 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. Income Protection (short term);
 - e. Life Insurance (up to six times salary or a maximum of \$1,000,000.00);
 - f. Vision;
4. Effective July 1, 2009 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 2009-2010 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 2009-2010, but not less than \$5,000. Employees shall have the option of purchasing additional term life insurance at his/her own expense.

H. Longevity Allowance

Longevity allowances shall be as follows:

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

I. 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.

ARTICLE TWELVE

LEAVES OF ABSENCE WITH PAY

A. Personal Leave

1. Administrators (classified and certificated) are entitled up to six (6) days per fiscal year of personal leave.
2. Personal leave is awarded to eligible employees on July 1 of each year. Any days unused as of the end of the administrator's contract year may be accumulated and carried over as sick days.
3. Non-emergency use of personal leave should be scheduled with the immediate supervisor.

B. Sick Leave

Administrators are entitled to accumulate sick days as follows:

1. Twelve (12) month administrators are awarded thirteen (13) days of sick leave each year. Sick leave is accrued on a monthly pro-rata basis starting with the first day of employment.
2. Ten (10) month administrators are awarded eleven (11) days of sick leave each year. Sick leave is accrued on a monthly pro-rata basis starting with the first day of employment.

C. Vacation Days

1. 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. No more than thirty-five (35) days (280 hours) may be accrued, unless the administrator has requested (in writing) vacation leave and the request has been denied by the District, in which event the administrator would accrue in excess of 35 days (280 hours).

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2. In addition to Section B-1, Sick Leave, twelve (12) month administrators receive four (4) additional vacation days which must be taken during specific times and may not be accrued. Three (3) days may be taken during the winter vacation period and one (1) day may be taken during the spring vacation period. These vacation days will be scheduled with the immediate supervisor. 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.
3. In the case of administrators going from a twelve (12) month position to a ten (10) month position, the following applies:
 - administrator 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, administrator will be paid for unused vacation up to a maximum of thirty (30) days.
4. In the case of an administrator going from a ten (10) month position to a twelve (12) month position, administrator will commence accruing vacation time beginning with his/her first day of employment as a 12-month administrator.
5. Administrators separating from the District will receive payment for any unused vacation leave at their existing daily rate of pay at the time of separation.

D. Emergency

An administrator shall not suffer reduction of pay or personal leave days when he/she is unable to avoid tardiness or absence due to weather, flood, fire or other so-called "Acts of God" beyond his/her control.

E. Sabbatical Leave

1. Sabbatical leave is granted for professional study or research which benefits the school program and students in TUSD.
2. After each seven (7) years of experience as a TUSD employee, a certificated administrator 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.
3. Compensation for a certificated administrator 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 administrator on sabbatical leave shall be considered to be in the employ of TUSD and shall be issued a contract.
4. A certificated administrator 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 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 administrative position.
5. Due to budget limitations, sabbatical leaves will not be funded for the ~~2008-2009~~ **2009-2010** school year.

F. Medical Leave Assistance Program

1. Administrators 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 administrators. 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.

2. The administrator may donate any number of sick leave days, provided that after the donation, the administrator still has thirty (30) or more days of accumulated sick leave. The administrator will designate the donation in the name of the employee to receive the donation. The District shall not disclose the name of the donor.
3. 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 administrator 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.
4. No administrator shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term or short-term disability coverage.
5. No administrator may donate days to his/her immediate supervisor.
6. In addition to the above, administrators 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.

ARTICLE THIRTEEN

PROFESSIONAL LIABILITY

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

A. Evaluation of Administrators

Administrators will be evaluated according to applicable Arizona statutes and to Evaluation Procedures as adopted by the Governing Board and Policy Regulation GCOB-R entitled "Administrator Evaluation Procedure".

B. Personnel File

1. All administrators 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.
2. The official personnel file for all administrators 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.

3.
 - a. Following adoption of this policy, no material derogatory to an administrator's conduct, performance, character or personality shall be placed in the personnel file unless a copy is provided to the administrator for review, and unless the administrator 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 employment unless removed by mutual agreement between the administrator and the Superintendent of Schools or designee. Such agreement shall be in writing and signed by both the administrator and the Superintendent of Schools or designee.
 - b. 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.

ARTICLE FIFTEEN

LEAVES OF ABSENCE WITHOUT PAY

A. Eligibility

1. 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.
 - a. Health of employee (doctor's verification of illness is required)
 - b. Health of immediate family (as defined in Article One-F); doctor's verification of illness or disability and projected date of return to work is required)
 - c. New infant or childcare (birth certificate or doctor's statement required)
 - d. Course of study, education or training, as approved by TUSD (enrollment or registration documentation required)
 - e. Military service (military order required)
 - f. Campaign/Serve in public office
2. Employees must have worked the equivalent of three full school years to be eligible for an unpaid, board-approved leave of absence.
3. 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.
4. 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.

B. Expiration of Leave (Return)

1. Administrators 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 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 is not selected, the administrator will be assigned to the next administrative 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 will be placed on the step closest to their previous annual salary which does not result in an increase.)

2. Number B-1, expiration of leave, notwithstanding, administrators on a leave of absence are subject to the provisions of Article 8, Reduction in Force.
3. Administrators on leave of absence may request in writing that their leave be rescinded prior to the scheduled expiration of the leave.

C. Short Term Leave

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. A short-term leave for personal business may be granted; however, it shall be with loss of pay and shall not exceed thirty (30) days. At the end of this period he/she may request a board-approved leave or return to work.

D. Family Leave

The provisions of the Family Medical Leave Act will be made available to administrators as required by the Act.

E. Short Term Leave and Family Leave may not be used consecutively.

F. 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.

ARTICLE SIXTEEN

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

A. 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.

B. Notice and Consultation

1. 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.
2. All current administrators who volunteer to transfer may provide a letter of intent to the Executive Director of Human Resources 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.

3. 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.
4. 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 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 FOR ADMINISTRATORS

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

1. This Conflict Resolution Procedure will be used when an administrator 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 Administrator.
2. If a conflict occurs and has not been resolved through a conference between the administrator and his/her immediate supervisor, the administrator will complete the Administrator Conflict Resolution Document (sample on next page) and send it to the immediate supervisor. The immediate supervisor will provide the administrator with a written response within ten (10) work days, excluding weekends or holidays, after receipt of the Resolution Document.
3. If there is no conflict resolution satisfactory to the initiating administrator, the initiating administrator may appeal by sending copies of the Administrator 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.
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 days of receipt of the complaint information, with the initiating administrator 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 days will give a decision in writing, which will be final.
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 administrator exercising their rights under this procedure.
6. The Administrator 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.
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.

TUCSON UNIFIED SCHOOL DISTRICT

CONFLICT RESOLUTION DOCUMENT FOR ADMINISTRATORS

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.

APPENDIX A
Certified and Classified Administrators
July 1, 2009 through June 30, 2010

		STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
		A	B	C	D	E	F	G	H	I	J
GRADE 1	A	56,039.15	57,440.45	58,876.62	60,348.67	61,856.58	63,403.47	64,988.27	66,613.05	67,602.27	69,292.66
	B	59,116.52	60,594.02	62,109.26	63,661.20	65,252.99	66,884.63	68,556.12	70,269.55	71,313.97	73,096.61
	C	64,795.55	66,416.23	68,075.87	69,777.54	71,522.26	73,310.03	75,142.91	77,020.89	78,164.91	80,119.77
GRADE 2	A	62,794.01	64,362.72	65,973.39	67,621.81	69,312.17	71,045.52	72,820.82	74,642.26	75,750.65	77,644.44
	B	68,138.40	69,841.09	71,587.86	73,376.66	75,212.62	77,092.65	79,019.84	80,995.20	82,197.65	84,252.97
	C	63,075.59	64,651.34	66,269.24	67,925.04	69,622.99	71,364.12	73,147.37	74,976.98	76,090.34	77,992.62
GRADE 3	A	72,766.73	74,586.28	76,449.91	78,361.72	80,320.69	82,327.83	84,387.26	86,496.92	87,781.36	89,976.11
GRADE 4	A	68,334.79	70,043.26	71,794.92	73,590.82	75,429.91	77,315.34	79,248.17	81,230.51	82,436.55	84,469.83
	B	74,565.77	76,430.44	78,341.22	80,299.16	82,307.33	84,365.73	86,474.37	88,636.30	89,952.53	92,201.59
GRADE 5	A	72,272.40	74,079.15	75,931.00	77,828.99	79,775.21	81,768.63	83,813.42	85,908.54	87,184.70	89,364.77
	B	72,771.85	74,591.41	76,456.06	78,366.84	80,325.82	82,335.01	84,392.38	86,503.07	87,787.51	89,982.26
	C	78,423.23	80,383.22	82,393.44	84,452.87	86,564.57	88,729.59	90,946.87	93,220.54	94,604.43	96,970.36
GRADE 6	A	83,822.43	85,917.73	88,066.34	90,268.26	92,524.51	94,838.15	97,208.18	99,638.70	101,118.94	103,646.84

APPENDIX B

CERTIFIED and CLASSIFIED ADMINISTRATOR POSITIONS July 1, 2009 through June 30, 2010

Grade	Code	Title
1-A	26310	District Testing Coordinator
1-B	16105	Assistant Principal - Elementary
1-C	26309	District Coordinator for School Safety/Security
2-A	16111	Assistant Principal - Dual Elementary
2-B	16510	Assistant Director - Exceptional Education
2-B	25205	Assistant Director - Curriculum and Technology Integration
2-B	15299	Assistant Director - Occupational Education
2-B	15296	Assistant Director - School Improvement
2-C	16109	Assistant Principal - Middle School
2-C	16100	Assistant Principal - Elementary/Middle School Combo
3-A	16116	Assistant Principal - High School
3-A	22499	Director - Purchasing
4-A	16118	Principal – Elementary
4-B	24422	Director - Accountability and Research
4-B	151993	Director - Except. Ed. / Community Liaison
4-B	23399	Director - Bonds Program
4-B	16310	Director - Fine Arts/Opening the Mind through the Arts (OMA)
4-B	16308	Director - School Improvement
4-B	16511	Director - Student Equity
4-B	22799	Director - Transportation Services
5-A	16113	Principal - Dual Elementary
5-A	16119	Principal - Mary Meredith K-12
5-B		
5-C	16114	Principal - Middle School
5-C	16110	Principal - Middle/Elementary School Combination
5-C	15298	Director - African-American Studies
5-C	16127	Director - Career and Technical Education
5-C	152991	Director - Curriculum and Instruction
5-C	16309	Director – Interscholastic
5-C	16299	Director - Native-American Studies
5-C	163011	Director - Mexican-American/Raza Studies
5-C	16298	Director - Pan-Asian Studies
5-C	16301	Director - Professional Development
5-C	14699	Director - School / Parent Development
6	16117	Principal - High School

**12 month Administrators on a 260-day contract for 09/10 SY
 Principals at high schools, principals at MS (not APs)**

Start 7/1/09 and end 6/30/10

Student Scheduled Days	180
Holidays (14 + 4 floating*)	18
Vacation	20
Non-student contact days	<u>43</u>
Total Contract Days	261

*Floating holidays include 3 days for Winter Recess and 1 day for Spring Break that are not charged to vacation or anything else.

<u>Holidays</u>	<u>No of Days</u>	<u>Dates</u>
Fourth of July	1	July 3, 2009
Labor Day	1	September 7, 2009
Veteran's Day	1	November 11, 2009
Thanksgiving	2	November 26 & 27, 2009
Winter Recess	4	Dec. 24, 25 & 31, 2009 & Jan. 1, 2010
Martin Luther King Day	1	January 18, 2010
Rodeo Vacation	2	February 25 & 26, 2010
Spring Recess	1	April 2, 2010
Memorial Day	1	May 31, 2010

**Administrators on a 226-day contract for 09/10 SY:
 Assistant Principals at the Middle School,
 Assistant Principals at Combination Schools**

Start 7/31/09 and end 6/11/10

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

<u>Holidays</u>	<u>No of Days</u>	<u>Dates</u>
Labor Day	1	September 7, 2009
Veteran's Day	1	November 11, 2009
Thanksgiving	2	November 26 & 27, 2009
Winter Recess	10	Dec. 21, 2009 - Jan. 1, 2010
Martin Luther King Day	1	January 18, 2010
Rodeo Vacation	2	February 25 & 26, 2010
Spring Recess	3	April 1 – 5, 2010
Memorial Day	1	May 31, 2010

Agreement with ELI for 2009-2010
 Meet and Confer Agreement with Administrators

**Administrators on a 224-day contract for 09/10 SY:
 Principals/Assistant Principals at Elementary Schools**

Start 8/3/09 and end 6/10/10

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

<u>Holidays</u>	<u>No of Days</u>	<u>Dates</u>
Labor Day	1	September 7, 2009
Veteran's Day	1	November 11, 2009
Thanksgiving	2	November 26 & 27, 2009
Winter Recess	10	Dec. 21, 2009 - Jan. 1, 2010
Martin Luther King Day	1	January 18, 2010
Rodeo Vacation	2	February 25 & 26, 2010
Spring Recess	3	April 1 – 5, 2010
Memorial Day	1	May 31, 2010

RATIFICATION

ALL PROVISIONS SHALL BE EFFECTIVE SEPTEMBER 1, 2009, AND
SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH JUNE 30, 2010.

Tucson Unified School District

Education Leaders, Inc.

Judy Burns, President
TUSD Governing Board

Pamela Brown Clarridge, Ph.D., President
Educational Leaders, Inc.

Date: _____

Date: _____