

2009-2010

MEET and CONFER AGREEMENT

Between TUSD and ELI

FOR

PSYCHOLOGISTS

July 1, 2009 through June 30, 2010

Approved August 25, 2009

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for
PSYCHOLOGISTS**

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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 Psychologists:

- 1-1 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 (see Appendix A).
- 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 **EMPLOYEE** shall mean a Psychologist as defined in Article 1-1 above.
- 1-5 The term **DAYS** shall mean working days. Working days are considered to be those exclusive of holidays and weekends. During the school year, working days shall mean teaching days plus duty days. During the summer, working days will be those when the District's Central Administrative offices are open for business with the public.
- 1-6 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 employee has or shares a major financial responsibility and is an established resident within the household.
- 1-7 The term **EMERGENCY** shall mean an event which a reasonable, prudent person could not have reasonably foreseen and prepared for.
- 1-8 The term **SUPERINTENDENT** shall mean the Superintendent appointed by the Governing Board of Tucson Unified School District.

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 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 regarding 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

- 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 Psychologists.
- 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.

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- 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 free use of school mail and school facilities for association purposes. 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 initiation fees, PAC dues, ASA, NAESP and NASSP.
- 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 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 Psychologists 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 (excluding evaluation conferences) with District personnel at the option and discretion of the ELI member.

4-5 Insurance Advisory Committee

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

4-6 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

REDUCTION IN FORCE

- 5-1** 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.
- A.** In accordance with A.R.S. 15-503.D, any certificated 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.** Notice of intention not to re-employ a Psychologist will be delivered personally to the Psychologist or sent by registered or certified mail, directed to the Psychologist at his/her place of residence.
 - C.** If a Psychologist has not had his/her contract renewed for programmatic or budgetary reasons, for a period of two years he/she shall be offered an interview for any available, comparable position in the District where appropriate certification is met. A Psychologist who has not had his/her contract renewed because of performance evaluation will not be provided such opportunity.
 - D.** At the discretion of the Superintendent, Psychologists 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.
 - E.** If recalled, all unused sick leave accrued up to the point the RIF took effect would be restored.
 - F.** The District shall pay the full cost of the current health and life insurance benefit for all RIFed Psychologists until October 1 of the following school year. After October 1, RIFed Psychologists shall, upon request, be allowed to continue their health insurance coverage by paying the premium themselves.

ARTICLE SIX

SEPARATION BENEFITS

6-1 Sick Leave Prior to 06/30/91:

- A.** Psychologists who have completed twenty (20) consecutive years of full-time service in the Tucson Unified School District may receive the benefits of Article 6-1 by making written application to the District's Executive Director of Human Resources on or before November 25 for Psychologists separating at the end of the semester, or January 31 if the Psychologist separates at the end of a school year. The years of consecutive service shall include any part-time service, provided that the total full-time and part-time service pro-rated according to the percentage of the school year worked, and according to the percentage of a full contract, is equivalent to twenty (20) years of full-time service.

The notice may be withdrawn until and including the first Monday in March after the application is made. In the event state legislation concerning separation is changed in such a way as to allow Psychologists benefits unavailable before the change, the date for application for separation shall be reopened for a period of fifteen (15) days following the enactment of the legislation. **In the event that notice of a reduction in force is provided to psychologists after January 31, the deadline for psychologists to provide written notice of separation from TUSD is extended to May 15.**

- B.** The District shall provide pay for unused sick leave accrued before June 30, 1991, and not used before date of separation, according to the following rate of pay: Rate of pay shall be the base salary daily rate of pay as found under the Psychologist's educational qualifications on Step One of the Consensus Agreement

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salary schedule for 1994-95. Rate of pay shall be multiplied by the number of sick leave days accumulated prior to June 30, 1991. 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 Psychologist's contribution to the State Retirement fund, if any. Sick leave used subsequent to July 1, 1991 will be deducted from sick leave accumulated after July 1, 1991, unless that accumulation has been depleted.

- C. If after twenty (20) consecutive years of full-time service in the Tucson Unified School District, a Psychologist dies, the benefits described in 6-1-B will be paid to the beneficiaries or the estate of the deceased.

6-2 Sick Leave From 06/30/91:

Upon separation, Psychologists who have completed 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 from July 1, 1991. This request will be through written application to the District's Executive Director of Human Resources on or before November 25 for Psychologists separating at the end of the semester, or January 31 for Psychologists separating at the end of the school year. The years of consecutive service shall include any part-time service, provided that the total full-time and part-time service pro-rated according to the percentage of the school year worked, and according to the percentage of a full contract, is equivalent to ten (10) years of full-time service. The rate of pay will be the higher of the daily teacher substitute rate at the time of separation, or the substitute rate for Psychologists if one has been established at the time of separation.

- 6-3** A Psychologist shall receive the separation benefits contained in Article 6-1 and 6-2 if the effective date of the separation is at the end of a semester or at the end of a school year. Exceptions to this provision may be granted to applicants who are forced to separate because of emergency.

6-4 Severance Pay

- A. Psychologists who do not meet the criteria of 6-1 and 6-2 above, may legally separate (in accordance with stipulations of the Arizona State Retirement System) with 15 or more years of continuous service in the District and will be paid a length of service stipend amounting to .006 times the last year's salary times the Psychologist's years of service. Those Psychologists receiving the \$6,000 Psychologist stipend will have the stipend included in their year's salary for the purpose of 6-4-A.
- B. If a Psychologist has elected separation but dies before the severance pay is made, said payment shall be paid to the estate of the deceased.

6-5 Restrictions

Upon separation, a Psychologist must choose to receive either the severance stipend or pay for unused sick leave. Under no circumstances shall a Psychologist receive both a service stipend and pay for unused sick leave. Benefits contained in 6-1 and 6-2 are only available to Psychologists who voluntarily separate from the District.

6-6 No Vested Rights

Psychologists who do not serve notice of separation as provided in Article 6 during the term of this Agreement shall gain no vested rights through or under this Article.

6-7 Calculations

Prior to August 15, 2001, calculations for separation benefits will be based on a seven and one-half (7.5) hour day. After August 15, 2001, calculations for separation benefits will be calculated on an eight (8) hour day.

ARTICLE SEVEN

DISMISSAL/REASSIGNMENT

- 7-1** A Psychologist whose position has been eliminated may exercise any previous seniority in another bargaining unit to claim a vacancy as provided in other Board policies.

ARTICLE EIGHT

COMPENSATION AND BENEFITS

8-1 Salary

- A. Effective July 1, 2009, the salary schedule for Psychologists shall be as listed in Appendix A.
- 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. Psychologists shall receive a \$6000 stipend.

8-2 Longevity Stipend

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 20 th years	\$1,250
At completion of the 24 th year	\$ 1,500

8-3 Educational Stipend

- A. 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.
- B. 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.
- C. Contracts reflecting salary changes for the educational stipend shall be updated and reissued to PSYCHOLOGIST within sixty days of submission to the District.

8-4 Professional Development Stipend

- A. Professional development activities include, but are not limited to, any of the following subject to approval by the Psychologist's supervisor:
 - 1. Coursework related to education and/or a psychologist's responsibilities and District initiatives (Eligible college credits must be earned from an accredited educational institution of higher learning that is recognized by the US Department of Education (USDE) and/or the Council for Higher Education Accreditation (CHEA).);
 - 2. Professional conferences
 - 3. Internships
 - 4. Participation in a study group
 - 5. Intern/Practicum Supervision (A letter from the Psychologist's supervisor must be attached to the request for Professional Development credit. The letter shall verify the number of hours of supervision and shall not exceed 30 hours of credit.)
 - 6. Participation on education board or teams
- B. Except with regard to 8-4A-5 above, Psychologists 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.

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- C. Psychologists 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 the 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 to June 30, 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. **A psychologist 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 psychologist'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 psychologist may earn credit for courses that begin on or after March 1 of the year of separation.**

- D. Psychologists must submit the following in order to qualify for the professional development stipend:
1. 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
 2. A certificate or letter of completion for a professional development activity from the provider of the activity.
- E. Psychologists are eligible for one stipend per fiscal year.

8-5 Medical Insurance

- A. For 2009-2010, 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.**
- B. For 2009-2010, part time eligible Psychologists **who elect single coverage shall contribute \$5 per pay period towards the District sponsored (HMO) plan.** The medical insurance cost shall be prorated according to the percentage of the school year worked.
- C. If the full-time or part-time Psychologist works less than his/her full contract year, the District **and employee** contribution will be prorated based on the portion of the contract year worked.
- D. 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 \$1,740.
- E. The following optional insurance programs are available for a newly hired Psychologist at his/her own expense:
1. Medical Insurance;
 2. Dental Insurance;
 3. Dependent coverage for medical and/or dental care;
 4. Income Protection (short term);
 5. Life Insurance (up to six times salary or a maximum of \$1,000,000.00);
 6. Vision
- F. Psychologists who separate before the last duty day in the school year shall terminate the District's further contribution to District-sponsored single coverage medical insurance.

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8-6 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 \$5,000. Employees shall have the option of purchasing additional term life insurance at his/her own expense.

8-7 Travel Expenses

Authorized personnel who use their vehicles for District authorized business are to be reimbursed at a rate set by the Governing Board. Psychologists must receive proper mileage reimbursement authorization prior to using personal vehicles for district business. Mileage for work-related travel will be paid at the rate authorized by the State of Arizona and adopted by the Governing Board.

ARTICLE NINE

LEAVES OF ABSENCE WITH PAY

9-1 Personal Leave Usage

- A. At the beginning of every school year each Psychologist shall be credited with six (6) days to be used for the Psychologist's personal leave. Psychologists shall be credited on July 1 of each fiscal year.
- B. All unused personal leave shall be made part of the Psychologist's accumulated sick leave at the end of each fiscal year. New Psychologists, whose entry day to the District is other than July 1, will have their personal leave prorated.
- C. A Psychologist 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.

9-2 Sick Leave Accrual

Psychologists are entitled to accumulate sick days as follows: Nine and one-half month Psychologists are entitled to accrue eight (8) days of sick leave each year. Sick leave is accrued on a monthly pro-rata basis starting with the first day of employment.

9-3 Sick Leave Usage

A. Illness

- 1. Sick leave may be used at the Psychologist'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 Psychologist'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 a Psychologist's illness or for illness within the Psychologist's immediate family (as defined in paragraph A 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.

9-4 Holidays

Psychologists shall be granted the following paid holidays: Labor Day (1), Veteran's Day (1), Thanksgiving (2), Winter (10), Martin Luther King Day (1), Rodeo (2), Spring (3) and Memorial Day (1).

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9-5 Emergency

A Psychologist 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.

9-6 Medical Leave Assistance Program

- A.** Psychologists 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 Psychologists or 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.
- B.** The Psychologist may donate any number of sick leave days, provided that after the donation, the Psychologist still has thirty (30) or more days of accumulated sick leave. The Psychologist will designate the donation in the name of the Psychologist 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 Psychologist 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 Psychologist shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term or short-term disability coverage.
- E.** No Psychologist may donate days to his/her immediate supervisor.

ARTICLE TEN

EVALUATION

10-1 Psychologists will be evaluated according to applicable Arizona statutes and to evaluation procedures as adopted by the Governing Board.

10-2 Personnel File(s)

- A.** 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.
- B.** 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.
- C.** 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.
- D.** 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,

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

ARTICLE ELEVEN

LEAVES OF ABSENCE WITHOUT PAY

11-1 Eligibility

- A.** The Board may grant a leave of absence to employees not to exceed one (1) year for the purposes listed below. No leaves will be granted for other employment. Requests for leaves of absence without pay, as listed below, shall be submitted to the Governing Board:
 - a.** Health of employee (doctor's verification of illness is required)
 - b.** Health of immediate family (as defined in Article 1-6); 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
- 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.
- E.** A leave of absence under this policy may be extended by mutual agreement of the Board and the Psychologist.
- F.** A Psychologist on unpaid leave of absence shall be allowed to continue insurance coverage in the program in which the Psychologist is enrolled, provided the Psychologist notified the District of his/her desire to continue, and pays the premiums for the insurance and other benefits at his/her expense.
- G.** Notification of intention to resume employment by the Psychologist must be made in writing thirty (30) days prior to date of return.

11-2 Family Leave

- A.** An eligible employee who, at the time leave is effective, has been employed full-time in the District for one year, shall be allowed up to 12 weeks of unpaid leave in a twelve month period, for the following reasons:
 - 1.** birth of a child (within 12 months of birth)
 - 2.** adoption or foster placement of a child (within 12 months of adoption/placement);
 - 3.** illness of the employee or family member (as defined in 1-6) with a serious documented health condition.
- B.** To be eligible for FML, the employee must be full-time and have worked at least 1,250 hours during the 12-months prior to the start of the FML leave.

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- C. The employee may use all or none of his/her accrued paid leave (sick, personal, vacation, or comp time) prior to the use of an unpaid FML leave.
- D. The employee's supervisor or Human Resources may require documentation of the serious health condition of the employee or the employee's immediate family member from a health care provider.
- E. Upon return from FML leave, the employee must be restored to his/her original position or a comparable job classification.
- F. During this unpaid leave, the District will continue to pay premiums on its portion of District-sponsored medical insurance in which the employee was enrolled at the beginning of the leave.
- G. Short Term Leave and Family Leave may not be used consecutively.

11-3 Short Term Leave

- A. Requests for medical leave shall be in writing and accompanied by a doctor's verification of the illness or disability and projected date of return to work. When an employee has exhausted his/her paid leave 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.
- B. Short-Term and Family Leave may not be used consecutively.
- C. Psychologists who take emergency leave are considered to be on an off-pay status and are not compensated for time off (including holiday pay) until they return to active status.

11-4 Jury Duty

Psychologists subpoenaed for jury duty or as a witness shall not suffer loss of earnings as a result of such service. A Psychologist 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 Psychologist'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. Psychologists 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 Psychologist chooses to take a pay dock or a personal leave day.

Absences due to litigation while the Psychologist is either a plaintiff or a defendant must be charged to personal leave, vacation, or dock.

11-5 Military Leave

Psychologists 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).

11-6 Absence Due to On-the-Job Injury

- A. 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

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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.
- 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.
- G.** The District will adhere to the Arizona Workers Compensation Statute, the Federal Medical Leave Act, and the Americans with Disabilities Act.

ARTICLE TWELVE

CONFLICT RESOLUTION PROCEDURE FOR PSYCHOLOGISTS

12-1 To ensure that an orderly procedure is available to resolve inter-managerial conflicts, the following procedure will be used:

- A.** This Conflict Resolution Procedure will be used when a Psychologist 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 a Psychologist.
- B.** If a conflict occurs and has not been resolved through a conference between a Psychologist and his/her immediate supervisor, the Psychologist will complete a Psychologist Conflict Resolution Document (sample in Appendix B) and send it to the immediate supervisor. The immediate supervisor will provide the Psychologist with a written response within ten (10) work days, excluding weekends or holidays, after receipt of the Resolution Document.
- C.** If there is no conflict resolution satisfactory to the initiating Psychologist, the initiating Psychologist may appeal by sending copies of the Psychologist 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.
- D.** 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 Psychologist and the immediate supervisor in a mediation effort to bring agreement between the

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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.

- E. 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 Psychologist exercising their rights under this procedure.
- F. The Psychologist 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.
- G. None of the documents or information used in the above procedure will be placed in the personnel file of any of the individuals involved.

ARTICLE THIRTEEN

CONTRACTS

13-1 Distribution of 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. For the 2009-2010 SY, the number of contract days shall be 215.

13-2 Contract Offer Acceptance

- A. A Psychologist 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 release from contract, prior to July 1, will be granted provided a letter of resignation is submitted prior to that date.
 - 2. A release from contract will be granted in case of illness or a life changing situation (in accord with FMLA).

13-3 Extended Contracts

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

13-4 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 FOURTEEN

PROFESSIONAL LIABILITY

14.1 The District shall, at no expense to each psychologist (a) provide legal counsel and representation to the psychologist in any legal action brought against the psychologist, providing the incident(s) giving rise to the legal action arose while the psychologist 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 psychologist from any and all demands, claims, suits, actions and legal proceedings brought against the psychologist in his/her official capacity as agent and employee of the Governing Board, provided the incident(s) arose while the

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psychologist was acting within the scope of his/her employment; and the action was not brought by the Governing Board.

APPENDIX A

SALARY SCHEDULE FOR PSYCHOLOGISTS

Appendix A--Effective July 1, 2009 through June 30, 2010

Step	09/10
1	\$40,963.88
2	\$42,397.49
3	\$43,881.56
4	\$45,417.13
5	\$47,006.25
6	\$48,652.01
7	\$50,354.42
8	\$52,116.56
9	\$53,941.53
10	\$55,829.31
11	\$57,784.05
12	\$59,805.72
13	\$61,898.46
14	\$64,065.35
15	\$65,666.82
16	\$67,308.47
17	\$69,327.73

APPENDIX B

TUCSON UNIFIED SCHOOL DISTRICT

CONFLICT RESOLUTION DOCUMENT FOR PSYCHOLOGISTS

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 Psychologist

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.

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Psychologists on a 215-day contract for 09/10 SY:

Start 8/10/09 and end 6/4/10

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

<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: _____