

MESA UNIFIED SCHOOL DISTRICT #4

WORKING CONDITIONS AND BENEFITS

FOR

CERTIFICATED EMPLOYEES

JULY 1, 2009 – JUNE 30, 2010

The contents of this document may be modified at any time by the District. Salary schedules and movement for education and/or experience may be impacted by a reduction in available District funds. The benefits outlined herein pertain only to the current contract year. There is no expectation that any benefit will continue beyond the current contract year.

It is expressly understood that the contents of this document **do not constitute the terms of a contract of employment**. Nothing contained herein shall be construed as a guarantee of continued employment beyond the period of employment set forth in any contract of employment entered into by any employee with the District.

Any oral or written representations to the contrary of the above statements are invalid and should not be relied upon by any employee

For additional information, refer to the Governing Board Policies and Regulations or the Employee Handbook.

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Article 1 -- Definitions

Terms, as used in this document, shall be defined as follows:

Association shall mean the Mesa Education Association, Inc.

Board shall mean the Board of the Mesa Unified School District Number Four.

Building Administrator/Unit Administrator shall mean the principal, assistant principal, or director at an elementary, junior high, high school, or specialized school. At a service center or other facility, it shall mean the administrator having primary decision-making responsibility governing the employees assigned to that facility.

Days shall mean those times when employees are required to be at their places of employment regardless of whether or not students are present. It shall not include regularly scheduled school holidays or days when the employee is not under contract to be at work.

District shall mean the Mesa Unified School District Number Four.

Employee shall mean any classroom teacher, librarian/media specialist, counselor, ~~subject matter~~ specialist (i.e., ~~basic skills~~ **DEPARTMENT** specialist, science specialist, art specialist, etc.), psychologist, nurse, occupational therapist, physical therapist, ~~or~~ audiologist, **OR SPEECH LANGUAGE PATHOLOGIST.**

Family, for sick leave purposes, shall mean a member of the employee's immediate household. For bereavement leave and family critical illness purposes, family shall mean the employees' spouse, children, parents, parents-in-law, siblings, stepchildren, paternal and maternal grandparents of the employee, grandchild, brother-in-law, or sister-in-law, son-in-law, or daughter-in-law.

Flex Day shall mean occasional, pre-approved work days, outside of regularly scheduled contract work days, in increments of full or half days, in exchange for paid days of absence, in increments of full or half days, during regularly scheduled contract work date ranges.

FURLOUGH DAY SHALL MEAN A TEMPORARY UNPAID, NON-WORK DAY DESIGNATED BY THE DISTRICT THAT WOULD NORMALLY BE A PAID WORK DAY.

Immediate Supervisor shall designate the school principal at all elementary schools, the principal or assistant principal at secondary schools, and the administrator at the lowest level of the Table of Organization with the authority to assign job functions, issue reprimands, and/or recommend employment or dismissal at other facilities.

MESPA shall mean the Mesa Education Support Personnel Association.

Obligatory Transfer shall mean a mandatory change in assignment outside the employee's present school necessitated because of:

- A. Increases or decreases of enrollment in various grades and classes;

- B. Opening of new buildings or closing of old ones;
- C. Changes in organization of the school system;
- D. Addition or elimination of an educational service;
- E. Vacancies created by promotions, leaves of absence, death, retirement, transfer and the like; or
- F. Special circumstances which will enhance the District educational program.

Reprimand shall mean any written report of disciplinary action taken by supervisory personnel as a result of an employee violation or infraction of District policies, procedures, regulations, or administrative directives that is to be included in the employee's personnel file.

School Year shall mean the time the regular classroom teachers are under contract including that time on "extended contract" and/or District approved "flex days."

Seniority shall mean the status of teachers with respect to the length of teaching service with the District as follows:

Seniority shall be computed from an employee's most recent date of employment. Part-time employment shall be included on a pro-rata basis. For teachers new to teaching (TNT), seniority shall be computed from the most recent date of employment, excluding any days of TNT training prior to the start of the school year.

When the District is filling part-time positions and all factors are considered equal by the unit administrator, an employee's seniority as a part-time employee shall be the determining factor in filling the vacancy.

Part-time employees have no guarantee of continued employment beyond that provided in statute.

Time spent out of the District on an authorized leave of absence shall neither add to nor interrupt an employee's seniority.

In the event two or more teachers began work on the same date, their seniority rank shall be determined by the date on which their employment contracts were ratified by the Board.

IN THE EVENT TWO OR MORE TEACHERS BEGAN WORK ON THE SAME DATE, THEIR SENIORITY RANK SHALL BE DETERMINED BY THE DATE ON WHICH THEIR EMPLOYMENT CONTRACTS WERE RATIFIED BY THE BOARD. IN THE EVENT THE BOARD DATE IS THE SAME FOR THOSE TEACHERS WHO BEGAN WORK ON THE SAME DATE, THE DATE OF THEIR NEW HIRE PARF SHALL DETERMINE THEIR SENIORITY RANK. IN THE EVENT TWO OR MORE TEACHERS STILL HAVE THE SAME SENIORITY RANK, THE DATE IN WHICH

THEY SIGNED THEIR INITIAL CONTRACT WITH THE DISTRICT SHALL DETERMINE THEIR SENIORITY RANK.

Superintendent shall mean the chief administrative officer of the Mesa Unified School District Number Four or his/her appointed designee.

Voluntary Transfer shall mean a change in assignment from one school to another initiated at the request of the employee.

Article 2 -- Appointment of Teachers to Committees

Committees which make recommendations in areas which directly affect teachers should be constituted with teacher representation.

Within twenty (20) working days of the request the MEA president will recommend names of individuals to the Superintendent for consideration of appointment for all classroom teacher positions on District committees which directly affect teachers. Failure to respond within this time limit will result in appointments being made by the Superintendent, unless an extension of the time limit is agreed to by both parties.

Any District employee or group of employees may submit names of employees to be considered for appointment to committees for consideration by the Superintendent. The Association will select one-half (1/2) of the committee membership unless committee membership is specifically identified in this article.

Each principal and director selection committee shall include at least one (1) teacher member appointed from a list of three (3) names submitted by the Association President.

The Superintendent agrees to inform the Association whenever a temporary committee is formed to review curriculum and the names of the individuals appointed to serve on each committee.

For the committees listed below, one member of each shall be designated to inform the Superintendent and the MEA president of the committee's meeting schedule and to transmit committee minutes to the Superintendent and the MEA president.

Professional Development, Testing, and Technology Committee

~~The MEA President and two (2) additional employees selected by the MEA President shall meet prior to October 1 each year with the Associate Superintendent, the Assistant Superintendent for Curriculum and Instruction, and the Director of Career Ladder/Incentive Programs for the purpose of reviewing and discussing issues related to professional development, testing, and technology. Any member of this committee may bring topics for the agenda. Additional meetings may be scheduled if the MEA President or the Associate Superintendent request them.~~

Textbook and Instructional Materials Selection Committees

Section A.

All committees charged with reviewing and selecting textbooks and/or instructional materials used in lieu of textbooks shall be composed of at least one-half (1/2) classroom teachers who are presently teaching at the grade level or in the department for which the texts or materials are being selected.

The president of the Association will submit names for the classroom teacher members of selection committees to the Superintendent for consideration of appointment to the committees.

After a review and selection committee has been appointed, the administration shall publicize the names of committee members to encourage teachers to discuss the selection with committee members.

Selection committees shall provide classroom teachers with an opportunity for oral and written input about texts and instructional materials under consideration before the committee's recommendations are finalized and forwarded to the Board.

Section B.

Following the completion of each adoption process, the selection committee shall be reconvened to recommend the instructional materials and supplies necessary to effectively implement that program.

Section C.

The District shall attempt to provide released time, if necessary, for teachers working on selection committees.

Employee Benefits Advisory Committee

The Employee Benefits Advisory Committee shall be composed of three (3) employees appointed by the Association, three (3) employees appointed by MESPA, three (3) employees appointed by the Mesa Association of School Administrators, ~~two (2)~~ **THREE (3)** members appointed by the Mesa Association of Classified Supervisors, and the Assistant Superintendent for Human Resources or his/her designee.

Student Retention and Growth Committee

~~Representatives of the Association, MESPA, School Administration, and the Superintendent shall meet at least one time each semester for the purpose of exploring initiatives which could enhance the maintenance and growth of student enrollment in the District. Guiding assumptions for the committee shall include: 1) A willingness to consider new and creative ideas, and 2) An understanding that employee participation and buy-in will improve the chances for success. The first meeting shall take place no later than November 1 of each year. The schedule, agendas, and participants for these meetings shall be mutually decided upon by the Superintendent, the MEA President, and the MESPA President.~~

STATE OF THE DISTRICT COMMITTEE

REPRESENTATIVES OF THE ASSOCIATION, MESPA, SCHOOL ADMINISTRATION, AND THE SUPERINTENDENT WILL MEET AT LEAST ONE TIME EACH SEMESTER FOR THE PURPOSE OF DISCUSSING THE STATE OF THE DISTRICT AND CHANGES IN PROGRAMS THAT MAY RESULT FROM CHANGING STUDENT ENROLLMENT OR CHANGES IN THE BUDGET. SOME GUIDING ASSUMPTIONS FOR THE COMMITTEE SHALL INCLUDE:

- 1) EMPLOYEE UNDERSTANDING OF CRITICAL ISSUES IN THE DISTRICT WILL HELP THE DISTRICT TO CREATE A POSITIVE ENVIRONMENT FOR WORK AND FOR STUDENT LEARNING**
- 2) CREATIVE AND NEW IDEAS FROM THE EMPLOYEES AT THE SCHOOLS AND WORKSITES CAN PROVIDE INPUT TO THE SUPERINTENDENT.**

PAY FOR PERFORMANCE ADVISORY COMMITTEE

THE DISTRICT, MEA, AND MESPA SHALL EACH APPOINT THREE (3) MEMBERS TO A PAY FOR PERFORMANCE ADVISORY COMMITTEE. THE COMMITTEE SHALL MEET AT LEAST ONE (1) TIME EACH SCHOOL YEAR. THE PURPOSE OF THE COMMITTEE IS TO MAKE RECOMMENDATIONS TO THE SUPERINTENDENT AND/OR DESIGNEE REGARDING THE DISTRICT PAY FOR PERFORMANCE PLAN.

Article 3 -- Association Representation

The ~~Board~~ **DISTRICT** recognizes the Association as the representative of all classroom teachers, librarians/media specialists, ~~subject matter~~ specialists (i.e., ~~basic skills~~ **DEPARTMENT** specialists, science specialists, art specialists, etc.), psychologists, nurses, physical therapists, occupational therapists, audiologists, **AND SPEECH LANGUAGE PATHOLOGISTS** who are employed by the Mesa Unified School District.

Article 4 -- Association Rights

The Association and its recognized representatives are permitted to conduct Association business on school property. Permission for use of the facilities for this purpose must be obtained **AT LEAST TWO (2) DAYS IN ADVANCE** from the unit administrator and must not interfere with any scheduled school activities. Excess costs resulting from such use shall be borne by the Association.

Space on at least one bulletin board shall be made available in each school unit to the Association and its recognized representatives for the purpose of posting notices about Association matters and activities.

The Association may use teacher mailboxes for communications to teachers. The Association may communicate with employees via the school telephone and voice mail system.

Upon **PRIOR** approval of the school principal, the Association may have time prior to the start of the morning or after the close of the afternoon faculty meetings for the purpose of making Association announcements and reports.

The ~~Board~~-**DISTRICT** agrees that within the provisions of District policy and the Arizona Revised Statutes it will furnish to the Association:

1. Financial documents which are appropriate to the meet-and-confer process;
2. Agendas to the Board meetings;
3. Minutes of the Board meetings;
4. Names and assignments of all certified employees in the District; and
5. A seniority list of all teachers in the District, which shows names and hire dates.

Cost of duplication of these materials shall be borne by the Association.

Each year by September 15, the Association shall provide to the District a list of current faculty representatives and executive officers. Additions or corrections to this roster shall be provided to the District monthly.

The unit administrator and the faculty representatives at each site shall meet at least one time each year, prior to October 1, for the purpose of discussing procedures and concerns related to the duties of the Association Representatives.

Article 5 -- Career Ladder

After determination by the ~~Board~~-**DISTRICT** ~~of the funding process~~ **THAT FUNDING IS AVAILABLE** for Career Ladder, the following shall apply:

Section A.

The Career Ladder Program shall continue to be administered by a 15-member Implementation Committee. The president of the Association shall submit the names of ten (10) persons to serve on the committee to the Superintendent for his/her concurrence and appointment to the Committee.

Section B.

All meetings of the Career Ladder Implementation Committee shall be conducted in open session with the exception of discussion of personnel matters and/or advice from legal council and an agenda shall be posted twenty-four (24) hours prior to the meeting.

Section C.

The Career Ladder Implementation Committee shall implement a plan to provide for regular, on-going input from employees regarding the Career Ladder Plan, its requirements, its implementation, and any proposed modifications.

Section D.

The Career Ladder Implementation Committee shall take the appropriate steps to ensure that funds budgeted for the program are spent for teacher salaries, approved staff development activities, and/or approved administration of the program.

Section E.

The Career Ladder Implementation Committee shall cause a financial report to be published semi-annually stating the allocation of funds, how they are distributed and for what purposes.

Article 6 -- Changes in Grades and/or Report Cards

Section A

1. Classroom teachers are responsible for grading decisions. Teachers shall keep sufficient record of objective measures of each student's performance during the grading period to explain/justify/support the grade indicated on the report card.
2. Students or their parents/legal guardians have the right to question grading decisions.
3. Questions regarding grading decisions should initially be discussed with the teacher who made the decision.
4. Any questions regarding grading decisions not resolved through discussion with the teacher may be appealed to the school principal or designee within twenty (20) school days into the next grading period.

In an effort to resolve the matter, the school principal or designee shall discuss the grade with the classroom teacher and review (with the teacher) the teacher's record of objective measures of student performance during the grading period.

Administrators shall not substitute their professional judgment for that of the teacher.

5. Except as provided in section B, there is no process for review of a grading decision other than with the school principal or designee.

Section B

1. In the event that any question regarding a teacher's decision to promote or retain a student in a grade in an elementary school or to pass or fail a student in a course in a junior or senior high school cannot be resolved at the school level, the student or

parent/legal guardian may request in writing that the Board review the decision. Any such request must be made within fifteen (15) days of the school principal or designee's review of the pass/fail or promote/retain decision.

2. The Board shall review the decision in executive session unless the parent/legal guardian or the emancipated student requests in writing that the review be conducted in an open meeting.
3. If the review is conducted in Executive Session, the Board shall notify the teacher and parent/legal guardian or emancipated student of the date, time and place of the review. The Board shall allow the parent/legal guardian or emancipated student and the teacher to be present at the review.
4. The Executive Session shall be tape recorded or minutes taken.
5. The parent/legal guardian or emancipated student may present to the Board written evidence to support the contention that the promotion/retention decision or the pass/fail decision should be overturned.
6. The teacher may also present written evidence to support his/her decision. If the teacher is not present at the review, the Board shall consult with the teacher, if possible, before making its decision.
7. If the course wherein the grade was reported is a course for which competency requirements have been prescribed, the Board shall base its decision on the prescribed competency requirements.
8. The Board shall put in writing its decision to accept or overturn the teacher's decision. The document shall include the basis for the Board's decision.
9. Any written request, the written evidence presented at the review and the written record of the review, including the decision of the Board to accept or overturn the teacher's decision, shall be retained by the Board as part of its permanent records.

Section C

When revisions in District report cards are necessitated, a joint committee shall be formed to review the changes. No more than one-half (1/2) of the committee shall be administrators. Except in order to comply with legislative mandates and/or established emergencies, any changes in report cards shall not be implemented during the current school year.

The MEA president will recommend names of teachers to the Superintendent for his/her concurrence and appointment to the committee.

Article 7 -- Class Size

~~The Board and the Association desire to work toward the reduction of class size. Future reductions, however,~~ **MAINTAINING CLASS SIZE RATIOS AS DESCRIBED BELOW AND ANY REDUCTIONS** are dependent upon the financial resources of the District and the amount of classroom space available.

During the 2009-2010 school year, the District Administration shall attempt to staff schools with a student-teacher ratio at an average per school as follows:

| | |
|---------------------|----------------------------------|
| Kindergarten | 26 students |
| Primary (1-3) | 26 students |
| Intermediate (4-6) | 30 students |
| Junior High (7-9) | 28 students |
| High School (10-12) | 26 28 students |

During the 2009-2010 contract year, inordinate class size which shall constitute grounds for a complaint is defined as student enrollment of ten percent (10%) above the aforementioned ratios. In order to maintain class loads as designated in this document, the Association accepts the concepts of combining two grade levels in a single class or transfer of a teacher after the school year is underway.

For special education classes, a complaint is defined as a case load exceeding the student-teacher ratio by ten percent (10%) as defined in the Administrative Regulation IHB-R, exclusive of contact hours. In the event that the student-teacher ratio exceeds the guidelines in the Administrative Regulation by more than ten percent (10%), the special education teacher/therapist will send a letter to his/her principal and special education regional director. If there has not been a resolution, within ten (10) school days from receipt of the letter, the special education teacher/therapist may proceed to initiate the complaint according to the approved dispute resolution procedure.

Because the ~~Board~~ **DISTRICT** recognizes and understands the importance of maintaining the lowest possible class loads, the Superintendent or his/her designee shall provide periodic analysis on the status of "class size." Such reports shall include specifics regarding which schools and which grade levels are experiencing class sizes above the limits listed above, and shall be made available to the Board and the MEA President no less than two (2) times per year, once each semester. These reports shall include specifics regarding special education case loads.

Faculty at alternative programs/sites will be consulted by the Administration in determining appropriate class size.

Article 8 -- Dispute Resolution Procedures

I. Purpose

The purpose of these dispute resolution procedures is to provide certificated employees with a fair means of resolving a claim. When possible, claims should be resolved quickly, informally, and confidentially. The procedures are not intended to hinder discussion concerning

employment relations or problems between the administration and employees or employee groups.

II. Definitions

- A. "Assistant superintendent" means the assistant superintendent to whom the supervisor reports. If the supervisor is an assistant superintendent, the associate superintendent will serve as the assistant superintendent.
- B. "Association" means the Association.
- C. "Claim" means an assertion by an employee or group of employees who have been negatively affected by a decision of a supervisor that violates, misinterprets, or inequitably applies a law, policy, regulation, administrative decision or any provision of this document between the ~~Board~~-**DISTRICT** and the Association or which endangers the complainant's health or safety.
- D. "Complainant" means the employee or group of employees who bring a complaint.
- E. "Complaint" means a written statement of a claim which describes:
 - 1. The action or decision of the supervisor;
 - 2. The provisions of the law, policy, regulation, administrative practice or this document allegedly violated, misinterpreted, or inequitably applied;
 - 3. The negative effect suffered;
 - 4. The remedy sought; and
 - 5. The complainant's name, signature, and representative, if any.
- F. "Hearing officer" means the associate superintendent or a person selected by the associate superintendent from a list of at least five individuals who are acceptable to both the superintendent and the Association. The list of persons eligible for selection will be approved by the Board at a public meeting in January and will be used for the remainder of the calendar year. The hearing officer selected by the associate superintendent shall not be a person who supervises, directly or indirectly, the supervisor or complainant.
- G. "Working day" means a day District offices are open.
- H. "Representative" means a person that the complainant or supervisor designates to assist him/her during the dispute resolution process.
- I. "Supervisor" means the administrator or director upon whose action or decision the complaint is based or who could remedy the problem and with whom the complaint must be delivered to initiate the formal dispute resolution procedure.

III. Informal Procedure

A complainant must first arrange to meet with the supervisor in an effort to resolve the complaint informally. If the complainant is not satisfied with the outcome of the informal discussion of the complaint or the supervisor refuses to participate in informal discussions of the complaint, the complainant may proceed with the formal dispute resolution procedure.

IV. Formal Procedure

- A. The complainant must deliver a complaint to the supervisor within twenty (20) working days of the later of:
1. The day when the complainant knew about or reasonably should have known about the action or decision upon which the complaint is based, or
 2. The day when remedial action agreed upon by the complainant and supervisor to resolve the complaint was expected to occur but failed to occur.

Upon delivery of the complaint, the complainant will request to schedule a time to meet with the supervisor to discuss the complaint. The complainant may also request that the appropriate assistant superintendent attend the meeting in an effort to facilitate a mutual resolution of the complaint. If the complainant fails to deliver a complaint within the twenty (20) working day period, the complaint will be considered untimely and the supervisor may decline to consider it.

- B. The supervisor will meet with the complainant within five (5) working days after the complaint is delivered. The supervisor will issue a written decision regarding the complaint within five (5) working days of the meeting with the complainant. The supervisor may seek the advice of the assistant superintendent prior to rendering the decision. If the supervisor fails to respond to the complaint within the five (5) working day period, the complainant will send to the associate superintendent the complaint, together with a letter explaining that the five (5) working day period for decision has lapsed.
- C. If the supervisor issues a decision and the complainant is not satisfied with it, the complainant may appeal the decision to the associate superintendent by delivering a copy of the complaint and the decision within five (5) working days after the complainant receives the decision. If the complainant fails to appeal the decision within the five (5) working day period, the supervisor's decision will become the final decision.
- D. Within five (5) working days after the associate superintendent receives an appeal of a supervisor's decision or a letter from the complainant advising that a supervisor has failed to respond to a complaint in a timely manner, the associate superintendent will inform the superintendent and conduct a hearing of the matter or appoint a hearing officer to conduct a hearing of the matter. The following provisions apply to the hearing:
1. The hearing will be conducted within ten (10) working days after appointment of the hearing officer and in accordance with usual standards of administrative due process, including receiving testimony and argument from both sides and allowing cross-examination of witnesses.
 2. At least twenty-four (24) hours prior to the hearing, the complainant and supervisor (or their representatives) will exchange a list of witnesses and documents that will be presented at the hearing.
 3. The hearing will be closed to the public unless the parties mutually agree that it be open.

4. The fees and expenses of the outside hearing officer (if any) will be borne equally by the District and the complainant.
 5. If the hearing concerns a complaint to which the supervisor allegedly failed to respond in a timely manner, the hearing officer will determine whether the supervisor failed to issue a written decision in a timely manner. If the hearing officer finds that the supervisor failed to issue a written decision in a timely manner, or if the parties agree that the complaint was delivered in a timely manner, the hearing officer will accept the complaint as valid and limit the recommendations to the question of what is an appropriate remedy or remedies. The hearing officer may recommend a remedy other than the remedy requested in the complaint and will not recommend financial compensation unless the hearing officer finds that there is a valid legal basis for the District to provide such compensation.
- E. Within five (5) working days after the hearing, the hearing officer will provide a written report to the complainant, the supervisor, and the associate superintendent. The report will include the findings of fact and a recommendation for resolution of the complaint.
 - F. If the complainant or supervisor is not satisfied with the report, the complainant or supervisor may appeal the report to the Board by delivering a notice of appeal to the secretary of the Board within seven (7) working days after delivery of the report to the complainant. If the complainant or the supervisor fails to appeal the report within the seven (7) working day period, the recommendations in the report will become the final decision.
 - G. The Board will hear the appeal of the report in executive session during a special meeting or during its next regular meeting. The Board may invite the complainant, supervisor and hearing officer to attend the executive session to discuss the matter. The Board will vote in public meeting to accept, modify or reject the report. The Board's decision will be the final decision and will be promptly communicated to the complainant and superintendent.

V. General Provisions

- A. A complainant may request that all participants use their best efforts to expedite meeting dates and response times so that the dispute resolution procedure may be completed before the end of the instructional school year or as soon thereafter as practicable if the complainant's contract ends at the end of the instructional school year.
- B. Any time limit may be extended by mutual understanding of the complainant and supervisor.
- C. A supervisor will be given the opportunity to present his/her position in the same manner as the complainant in any meeting or hearing.
- D. The complainant and supervisor may be represented in any meeting or hearing, except that an attorney will not represent either party during the informal procedure.
- E. When a complaint is delivered to a supervisor, the Association will be notified in a timely manner and may participate in a meeting or hearing for the purpose of advising the supervisor, hearing officer or Board of its position regarding the application of a law, policy or regulation to Association members whose interests may be similar to the complainant's. The Association will not question witnesses or otherwise be heard regarding factual issues unless the Association is representing the complainant.

- F. Records pertaining to a complaint will not be maintained in the personnel file of the complainant or any other employee's personnel file.
- G. A complainant will not deliver a frivolous complaint, a complaint concerning a claim that has already been resolved in the dispute resolution process, or a complaint that contains an allegation that is known to be false. Any such abuse of the dispute resolution process will be determined by a hearing officer and is subject to disciplinary action.
- H. No retaliation of any kind will be taken against the complainant, supervisor or any other employee, member of the administration, or Board because of the person's participation in the dispute resolution process.
- I. Disciplinary action may be taken as appropriate to the outcome of the complaint or in response to retaliation or abuse of the dispute resolution process.

Article 9 -- Due Process Procedures and Employee Rights

The District shall respect the rights of its Employees established by the U.S. and Arizona Constitutions and by federal and state laws. The Board and District Administration shall not adopt policies or regulations that abridge the legal rights of its Employees. These rights include the right of substantive and procedural due process guaranteed by the U.S. and Arizona Constitutions when the District seeks to take or impair an Employee's property or liberty.

I. RIGHTS RELATING TO DISCIPLINARY MATTERS

- A. The District shall adopt fundamentally fair procedures to investigate allegations of misconduct, determine whether misconduct occurred, impose appropriate disciplinary action, impose appropriate corrective action with timelines, and provide for an appeal. Such procedures shall provide:
 1. Notice of the allegations of misconduct and what policies, regulations or laws may have been violated.
 2. Notice of the Employee's right against self-incrimination and notice of due process procedures including the right to appeal a decision of disciplinary action.
 3. Opportunity to meet with the administrator bringing the charges before that administrator makes a decision regarding disciplinary action and to respond to allegations or charges of misconduct.
 4. Opportunity to have access to evidence and question witnesses, if appropriate, that are used to substantiate allegations against the Employee.
 5. Opportunity to be represented by an Association representative, an employee organization recognized for this purpose by the District, or lawyer.
 6. Opportunity to appeal a decision to impose discipline by bringing the issue to Associate Superintendent or designee in a hearing conducted using the normal rules of administrative due process.
 7. Disciplinary action shall not be implemented against an employee until an appeal has been conducted or waived or until the timeline for an appeal has passed.

- B. The Association acknowledges that Board Policy GCPD provides Employees who are the subject of an investigation or charges of misconduct with the procedural due process rights affirmed by this Article.

II. RIGHTS RELATING TO PERSONNEL FILES

- A. The District will maintain an "open file" policy with regard to Employees' rights to:
 - 1. Know what documents will be placed in their personnel file, and to read such documents before they are placed, whether such file or files are maintained by the District or school.
 - 2. Respond to documents placed in their personnel file by having a written response placed in the file.
 - 3. Submit material for his/her file.
 - 4. Inspect and obtain copies of documents from his/her file.
 - 5. Request that a statement be attached to a document in the file stating that the reason for that document no longer exists. Such requests shall be honored if approved by the supervisor who originally placed the file and the Assistant Superintendent of Human Resources.
- B. The Association acknowledges that the policies and regulations adopted by the Board and District Administration in Policy GBL and Regulation GBL-R provide Employees with the rights relating to their personnel files that are affirmed by this Article.

III. RIGHTS TO BE INFORMED OF DISTRICT RULES

Employees have a right to access all policies, regulations, procedures, guidelines and rules that give direction as to the District's expectations of its employees. The District shall endeavor to inform Employees of the policies, regulations, procedures, guidelines and rules that govern their conduct and behavior during employment.

IV.

The District Policy GCPD, and procedures cited in this article shall not be changed, abridged or superseded by the District Administration or Board without first providing ~~written~~ notice to the Association. ~~The Association shall have ten (10) working days to respond to such notification. any such change shall remain consistent with and shall not diminish the standards affirmed in this article.~~

Article 10 -- Dues Deduction for the Association

The ~~Board~~ **DISTRICT** agrees to recognize the payroll deduction method of dues payment for membership in the Association. Employees shall complete a membership form stating, in part, that the employee authorizes the District to deduct dues and any political action contributions designated on the form, that the employee acknowledges that any revocation of this authorization must be in writing to the Association and the District and received on or before September 1 of each school year. Appeal is available by submitting a letter to the Association. Also, the

membership form shall state that the employee expressly and voluntarily waives any claim against the Association or the District for wrongfully withholding wages by deducting membership dues and political action contributions unless written revocation of the authorization is submitted pursuant to the terms set forth above. The Association shall provide a copy of the membership form to the District, and upon its receipt, the District shall deduct dues and service fees in the amount requested by the Association in seventeen (17) equal payments beginning the second pay period in September of each year.

The Association shall notify members by May 15 of each school year of the following:

1. That membership dues and any political action contributions will continue to be deducted during the following school year unless the member gives written notice to the Association and the District that he or she revokes the authorization to deduct these amounts,
2. That written notice of revocation must be received by the Association and the District by 5:00 p.m. Mountain Standard Time on September 1, to discontinue payroll deduction for that school year.

The Association shall indemnify and hold the ~~Board~~-**DISTRICT** harmless from any claim or liability, including attorney's fees, resulting from any action arising from compliance with this provision.

Article 11 -- Duty-Free Lunch

School principals shall arrange work schedules to permit all employees to have not less than thirty (30) continuous, uninterrupted minutes for lunch periods free of assigned duties.

No employee shall be assigned lunch supervision as part of his/her duties without receiving remuneration or released time therefore.

Article 12 -- Employee Involvement

A. Employee Involvement Committees

The unit administrator at each school shall attempt to meet monthly for a minimum of at least six (6) meetings a year with at least two (2) employees who are elected from among the staff as a whole. The election shall be completed by September 15 of each year. The purpose of the meeting shall be to discuss items of mutual concern.

The unit administrator and the employee representatives at each school shall determine their own meeting days and times and shall inform all staff members of both.

B. School Improvement Advisory Councils

School Improvement Advisory Council plans, upon approval of the Board , will be made available to the Association. The Association may provide input to the Superintendent and the Board regarding the school improvement advisory council plans.

Article 13 -- Enrollment in Tax Deferred Investments

Employees shall be allowed to enroll in a qualified tax deferred investment program at anytime.

Article 14 -- Enrollment of Employee Dependents in the Mesa Public Schools

Employees who do not reside in the District but who have school-age children may enroll them in the District without a tuition charge, providing there is space available at the school and in the program where they wish to enroll their children, excluding programs having specific required entrance criteria. Employees will be responsible for the transportation of their own children to and from classes and outside activities. Employees will be responsible for all costs associated with attendance in the District other than tuition. Employees must sign an agreement at the time of enrollment agreeing to the conditions of enrollment.

Article 15 -- Flex Days

In specific instances, a teacher may be approved to work additional days (non-scheduled workdays) during a fiscal year and to earn a Flex Day for each of the days worked. Flex Days are allotted each year by the appropriate Assistant Superintendent. Each Flex Day earned must be approved by submitting a PARF. With prior approval, these Flex Days earned may then be used as Flex Days for time off during contract work days. These days do not accumulate from year to year.

Days earned between July 1 and the contract start date must be used during the same year they are worked. This time must be worked and used in no less than half-day increments.

Days earned between the contract end date and June 30 must be used by December 31 of the immediately following contract year. This time must be worked and used in no less than half-day increments.

The following guidelines will determine eligibility for earning and using Flex Days:

- To qualify for a Flex Day, the appropriate Assistant Superintendent must have designated the employee as eligible and determined the total allotment of Flex Days for the contract year for the employee.
- Approval to earn a Flex Day must be received at least two (2) weeks prior to working the day.
- A Flex Day may not be taken before it is earned.
- Flex Days will not be approved for working extended, regularly scheduled days, or for additional work time required to fulfill the duties required of the teacher's position. To qualify for a Flex Day, the appropriate Assistant Superintendent must have designated the

employee as eligible and determined the total allotment of Flex Days for the contract year for the employee.

- Travel initiated by the teacher that involves a non-scheduled workday, such as weekends or holidays, does not qualify for a Flex Day.
- If an employee terminates employment with the District and has not used earned Flex Days, the employee will not be reimbursed for these days.

ARTICLE 16 – FURLOUGH DAYS

A FURLOUGH DAY IS A TEMPORARY UNPAID, NON-WORK DAY DESIGNATED BY THE SUPERINTENDENT, AT THE DIRECTION OR THE GOVERNING BOARD, THAT WOULD OTHERWISE BE A PAID WORK DAY. FURLOUGH DAYS WILL BE DESIGNATED IN FULL WORKDAY INCREMENTS. REPRESENTATIVES OF THE SUPERINTENDENT SHALL CONSULT WITH THE MEA PRIOR TO DECLARING THE DATES OF FURLOUGH DAYS. EMPLOYEES MAY NOT USE PAID SICK LEAVE OR OTHER PAID LEAVE TIME ON A FURLOUGH DAY.

INSURANCE BENEFITS AND OTHER EMPLOYEE BENEFITS SHALL BE MAINTAINED FOR ELIGIBLE EMPLOYEES DURING AN UNPAID DAY THAT THE SUPERINTENDENT, AT THE DIRECTION OF THE GOVERNING BOARD, HAS DESIGNATED AS A FURLOUGH DAY. IF MORE THAN ONE FURLOUGH DAY IS DESIGNATED, THE DISTRICT WILL ATTEMPT TO SCHEDULE THE DAYS ON AN INTERMITTENT BASIS. THERE SHALL BE NO EXPECTATION THAT AN EMPLOYEE SHALL PROVIDE ANY SERVICE TO THE DISTRICT WHILE ON AN UNPAID FURLOUGH DAY. A SUPERINTENDENT-DESIGNATED FURLOUGH DAY SHALL NOT BE CONSIDERED AN INTERRUPTION OF EMPLOYMENT.

Article 17 -- Health and Welfare Program

Section A.

The ~~Board~~**DISTRICT** shall provide eligible full-time employees with a comprehensive health, accident, and life insurance program. Further, the ~~Board~~**DISTRICT** agrees to continue providing employees the opportunity to select insurance coverage through ~~either~~ **THE OPTIONS AVAILABLE UNDER** the Mesa Unified School District Number Four Employee Benefit Trust ~~or a health maintenance organization.~~

Section B.

All part-time employees are entitled to participate in the health and welfare program as follows:

Employees working less than a .5 contract may not participate in the health and welfare program.

Employees working a .5 to .59 contract may participate in the health and welfare

program by contributing one-half of the premium.

Employees working a .6 to .74 contract may participate in the health and welfare program by contributing one-quarter of the premium.

Employees working a .75 or greater contract may participate in the health and welfare program with the ~~Board~~-**DISTRICT** contributing the full premium.

Section C.

During the 2009-2010 fiscal year, the District shall fund ~~four thousand nine hundred eighty-eight~~ **FIVE THOUSAND ONE HUNDRED THIRTY-FIVE** dollars (\$4,988 **5,135.00**) per eligible enrolled employee for the purpose of providing health, life, dental and vision benefits.

If, because of a financial crisis within the Employee Benefit Trust, the ~~Board~~-**DISTRICT** considers implementing measures to ensure the Trust's continued solvency, ~~eligible employees~~ **THE EMPLOYEE BENEFITS ADVISORY COMMITTEE MEMBERS** shall be provided an opportunity to provide input regarding those measures and any options thereto prior to their implementation.

Section D.

The ~~governing board~~ **DISTRICT** shall issue to each eligible employee a life insurance policy (term) for \$50,000. The policy shall provide for a double indemnity payment in case of accidental death and/or dismemberment.

Each eligible employee shall be provided a summary copy of the policy which shall indicate all provisions and benefits of the above stated policy. Each eligible employee will receive a copy of any changes in the policy.

Each eligible employee shall be provided the opportunity to purchase additional group term life insurance at personal expense.

Section E.

The ~~Board~~-**DISTRICT** shall provide each employee the opportunity to participate in Mesa Flex benefits Plan **PER THE REGULATIONS OF THE INTERNAL REVENUE CODE SECTION 125**. ~~This IRC Section 125 Plan allows participating employees to pay for the following with pre-tax dollars: health care premiums for themselves and/or their dependents in a District sponsored health care plan; life and vision insurances; co-payments; deductibles for major medical and related coverage's; medical and/or dental services, treatments or supplies eligible under IRC regulations and not covered or not fully covered by the health care plans; and dependent care costs.~~

Section F.

Employees who have enrolled their dependents in a District health care plan may, at their

own expense, continue that coverage during a period of an approved leave of absence upon payment of the monthly premium prior to the first day of each month.

Section G.

~~Employees new to the District at the beginning of the school year will become eligible for the District's health and welfare plan and life and accidental death and dismemberment insurances on October 1. Those employees signing their contracts in the summer and electing coverage shall be responsible for the full cost of such coverage on the first day of the month following the first day of active service, but no sooner than July 1, until October 1, of that year. Those employees hired after October 1, will become eligible for insurance the first day of the month coinciding with or immediately following the completion of one (1) month employment.~~ **BENEFITS WILL BECOME EFFECTIVE THE FIRST DAY OF THE MONTH COINCIDING WITH OR IMMEDIATELY FOLLOWING THE COMPLETION OF ONE (1) MONTH EMPLOYMENT.**

Section H.

The District shall deliver a comprehensive in-service program for all employees on the benefit program and how to use it effectively and efficiently.

Section I.

~~The Employee Benefits Advisory Committee shall be composed of three (3) members appointed by the Association, three (3) members appointed by the Mesa Education Support Personnel Association, three (3) members appointed by the Mesa Association of School Administrators, two (2) members appointed by the Mesa Association of Classified Supervisors, and the Assistant Superintendent for Human Resources or his/her designee. Changes recommended for the benefit program shall be submitted to the Employee Benefits Advisory Committee for review prior to their adoption by the Board. Recommended changes may also be initiated by the committee. Discount opportunities, or "for purchase" benefit programs and the determination of providers for such benefits, shall also be reviewed by the committee, when possible, before being offered or changed by the District. The committee shall elect a chairperson from among its members. The chairperson shall be responsible for setting the agenda and conducting the meetings. Meetings will be held on a regularly scheduled basis to be determined by the committee members.~~

Section J.

In the event of a denial of any claim for benefits, an appeal procedure is specified in the article "Claims Appeal Procedures" of the Employee Benefit Trust and Managed Care Plan documents.

Article 18 -- In-Service Credit

Employees shall earn one (1) hour of salary credit for every sixteen (16) clock hours spent in District-approved in-service programs. In-service credits may be earned in half-units, (i.e., eight [8] clock hours equals one-half [1/2] credit.) If employees are required to participate in in-service programs, they may have the opportunity to evaluate the experience in writing and may receive a copy of the summary of the evaluations. Salary credit applies only to placement on the new salary schedules **AND IS DEPENDENT UPON AVAILABLE FUNDING.**

When applicable in-service is sponsored by the District and/or individual sites, documentation of attendance for recertification shall be provided to participants by the in-service presenter or designee. If documentation is not provided, the participant is responsible for requesting it.

Article 19 -- Long-Term Leaves of Absence

The District shall make Family and Medical leaves available to eligible employees in accordance with the Family and Medical Leave Act (FMLA) and Administrative Regulation GBBD-R(1). The Association acknowledges that Administrative Regulation GBBD-R(1), as it is currently in effect, complies with the regulatory requirements of FMLA and provides the FMLA leave affirmed by this article. Leave will be unpaid once sick leave accruals and personal days are exhausted.

The District shall establish and administer in good faith a long-term leaves of absence program whereby eligible employees may apply for and receive long-term leaves of absence for the following purposes:

1. Long-term Medical Leave, which is leave needed to recover from a serious health condition that prevents the employee from performing the essential functions of his/her job. Eligibility for Long-term Medical Leave requires District employment of at least three (3) consecutive years immediately prior to the time the leave is to commence. Employees may appeal this requirement for consideration of special circumstances. Leave will be unpaid once sick leave accruals and personal days are exhausted.
2. Political Leave, which is unpaid leave desired to campaign for election to and hold a public office. Eligibility for unpaid Political Leave requires District employment of at least three (3) consecutive years immediately prior to the time the leave is to commence.
3. Continuing Education Leave, which is leave for an education-related sabbatical or leave for other continuing education purposes. Application for continuing education leave requires submittal of a course of study. Eligibility for unpaid Continuing Education Leave requires District employment of at least three (3) consecutive years immediately prior to the time the leave is to commence. Eligibility for paid Sabbatical Leave requires District employment of at least seven (7) consecutive years immediately prior to the time the leave is to commence.
4. Hardship Leave, which is unpaid leave needed to cope with a sudden and serious personal crisis. Eligibility for unpaid Hardship Leave requires District employment of at least three (3) consecutive years immediately prior to the time the leave is to commence.
5. Long-term Personal Leave, which is unpaid leave desired to attend to a personal matter affecting the employee. Eligibility for unpaid Personal Leave requires District employment of at least six (6) consecutive, full-time years immediately prior to the time the leave is to commence.

6. Military Leave based upon competent military orders to active duty.

If, while on a leave of absence, an employee finds it necessary to return to full-time employment or if the terms of the filed plan, submitted course of study, or travel itinerary cannot be met, the employee shall notify the Assistant Superintendent for Human Resources immediately. If a suitable position, given the employee's certification and qualifications, is available in the District, the employee will be offered such position. If a suitable position is not available, the leave will be extended with the provisions allowing the employee to accept outside employment for the duration of the leave.

Upon return from leave of absence, the employee shall receive no less base salary than he/she received in his/her last contract period and shall receive any "across the board" salary increases which have been granted to other employees during the school year in which the leave occurred. If, immediately prior to the leave, the employee was eligible to advance an experience step at the beginning of the ensuing contract year, then he/she shall receive that advancement upon return from leave. The employee will be given no experience credit during an unpaid, non-FMLA leave of more than one (1) semester.

The Association acknowledges that Administrative Regulation GBBDR(6), as it is currently in effect, provides the long-term leave program contemplated affirmed by this article. The District Regulations, GBBD-R(1) and GBBD-R(6), and procedures cited in this article shall not be changed, abridged or superseded by the District Administration or Board without first providing written notice to the Association. ~~The Association shall have ten (10) working days to respond to such notification. Any such change shall remain consistent with and shall not diminish the standards affirmed in this article.~~

Article 20 -- Medical Leave Assistance

The District shall make the Medical Leave Assistance Program available to eligible employees in accordance with Administrative Regulation GBBD-R(2). The Association acknowledges that GBBD-R(2) contains the most current information and shall serve as the actual rule if there is any conflict with information in this article. The Medical Leave Assistance Program shall include the following components:

1. The program shall be available to employees who have depleted their accrued sick and personal leave as a result of their own prolonged personal illness or injury. **AN EMPLOYEE MAY ASK FOR DONATIONS OF SICK LEAVE ONLY ONE TIME DURING ANY SEMESTER.** No employee is eligible for the Medical Leave Assistance Program after he/she qualifies for long-term disability coverage or, if the employee has not applied for long-term disability coverage, after he/she has been absent for 180 consecutive calendar days.
2. Employees who qualify for assistance may also request coverage for a specified number of days for intermittent treatment which is necessitated as a result of the qualifying prolonged illness or injury.

3. A donor employee may only donate sick leave if he/she has thirty (30) or more days of accumulated leave and the donor employee may donate no more than five (5) days of sick leave in any contract year.
4. Once approved, donated leave shall not be returned or reimbursed to the donor employee. All donated leave becomes the permanent property of the receiving employee unless said employee is released to return to work earlier than originally stated by his/her physician and has a balance in excess of ten (10) donated days. Days of leave, not the actual wage of the donor employee, will be donated. Donations will not be allowed to be made to the employee's immediate supervisor or evaluator.
5. Information regarding a donation shall be considered confidential. An employee will have the option of donating sick leave without the receiving employee being knowledgeable of the donor's name.
6. "Sick leave donation forms" shall be available at all work sites and on the District intranet site. Notification that an employee is eligible for donations shall be posted at all work sites and on the District intranet site for no fewer than ten (10) working days.
7. Donations cannot be made to employees who have not applied and qualified for the program. Donations must be received in Human Resources during the posting period in order to be considered.

The District Regulation, GBBD-R(2), cited in this article shall not be changed, abridged or superseded by the District Administration or Board without first providing ~~written~~ notice to the Association. ~~The Association shall have ten (10) working days to respond to such notification. Any such change shall remain consistent with and shall not diminish the standards affirmed in this article.~~

Article 21 -- Part Time Teacher Rights

The Superintendent or his/her designee will inform all full-time teachers who are not on continuing status accepting part-time contracts that the teacher waives the following rights:

1. The right to "continuing" status in the District;
2. The right of contract renewal protected in Arizona Revised Statutes §15-536.A; and
3. The right to protection against dismissal as provided in Arizona Revised Statutes §15-539 (applies to continuing teachers only).

The Superintendent or his/her designee will inform all full-time teachers on continuing status who accept part-time teaching positions that, according to District policy, they retain continuing teacher status only on a part-time basis once they accept a part-time position. Beginning July 1, 1996 part-time teachers shall retain their District seniority relative to other certified employees in the District. Part-time teachers shall accrue seniority at a pro-rata basis.

Full-time certificated employees requesting part-time status shall make their request of their immediate supervisor(s), providing rationale for the request. Immediate supervisors shall take into consideration this rationale and site and District needs, in approving or disapproving the request. If an employee is supervised by both a site administrator and a director, all appropriate administrators shall consider the request. The Assistant Superintendent for Human Resources

and any other appropriate assistant superintendent shall be consulted prior to a decision being made.

Article 22 -- Pay for Performance

Section A – Definition

Pay-for-Performance shall mean additional compensation for certificated employees which is awarded on the basis of meeting student academic and other goals at a school or department. **PAYMENT IS DEPENDENT UPON FUNDING BEING AVAILABLE SPECIFICALLY FOR THIS PROGRAM.** The program shall be available to all eligible employees as defined in Article 1.

Section B – Design

~~The District, MEA, and MESPA shall each appoint three (3) members to a Pay For Performance Study Committee for the purpose of reviewing the Pay For Performance Plan when deemed necessary by the District or MEA. The committee shall meet not fewer than two (2) times each school year. The purpose of the Pay For Performance Study Committee is to make recommendations to the Superintendent and/or designee(s) regarding the Pay For Performance Plan.~~

Section B – Appeals

Decisions regarding the Pay-for-Performance Plan may be appealed. In the event a site or department does not meet the goals as stated in their plan, an appeal shall be filed. The Pay-For-Performance appeal process shall be as follows:

The site administrator, in conjunction with at least three (3) non-administrative staff members whose incentive pay is in question, will submit a written appeal to the associate superintendent. If the associate superintendent and/or designee(s) grant the appeal, the site administrator will be notified and no further action will be taken. If the appeal is not granted, an appeals committee, consisting of members of the superintendency and/or their designees will review all written appeals. The site administrator and school representatives shall have an opportunity to meet directly with the appeals committee before a final decision is rendered.

Section C – Involvement

All schools and departments will have a process in place for staff involvement in planning and goal setting consistent with the District's Pay-For-Performance Plan.

Article 23 -- Paydays

In accord with the provisions of Arizona Revised Statutes §23-351.B.1 and §23-351.B.2, the ~~Board~~**DISTRICT** shall establish a pay schedule that pays employees for work completed

through the last working day of the pay period without withholding any salary earned as of the end of each individual pay period. **A REASONABLE ATTEMPT SHALL BE MADE TO DISTRIBUTE BALANCE OF CONTRACT PAYCHECKS TO EMPLOYEES NO LATER THAN THE END OF THEIR LAST CONTRACT DAY OF THE YEAR, OR TO DISTRIBUTE OTHER LIVE CHECKS TO EMPLOYEES NO LATER THAN THE END OF THE REGULAR WORK DAY IN WHICH THE CHECKS ARE RECEIVED AT THE SITE.**

Article 24 -- Planning Time

All junior high and high school teachers who are employed on a full-time basis and who work a full working day shall have at least one (1) student period daily or the equivalent for planning and preparing teaching lessons. A secondary school shall not change the planning time schedule from the standard of one (1) student period daily unless the affected faculty at that school have been given the opportunity to participate in the development of the alternative scheduling plan. All secondary teachers who are employed on a full-time basis and who work a full working day shall have at least 225 minutes during the normal student day in a regularly scheduled class week for planning and preparing teaching lessons.

All elementary teachers who are employed on a full-time basis and who work a full working day shall have at least 225 minutes during the normal student day in a regularly scheduled class week for planning and preparing teaching lessons. Administrators shall schedule planning periods in as large a block of time as possible. When possible time available due to early release of students at elementary schools shall not be considered part of weekly planning time, but shall be used for faculty meetings, grade level meetings, and other professional preparation. This may not be possible for teachers working at multiple sites.

Elementary principals shall arrange planning time in blocks of at least twenty (20) minutes when possible.

Planning and preparation time shall normally be free of other assigned duties. Planning and preparation activities are normally carried out at the school site.

When a teacher is requested by the site administrator to cover another teacher's class during preparation time because a substitute is not available, as determined by Human Resources, the teacher substituting in lieu of preparation time shall be reimbursed one-fifth the daily substitute rate of pay. Reimbursement is dependent upon funding being available.

Alternative or nontraditional school sites or programs may change the provisions for planning time described above. Faculty at the alternative/nontraditional sites shall have the opportunity to participate in the development of the professional workday for that site. The total amount of planning time available to a teacher at an alternative/nontraditional school site in a work week shall be equivalent to the time available as specified in this article if at all possible.

If there is no faculty in place because a new alternative/nontraditional school and/or program is being planned, the Assistant Superintendent of Human Resources shall meet with the MEA President to discuss planning time. Employees who request and receive voluntary assignments

to alternative/nontraditional sites accept that their planning time is affected in accordance with these provisions.

A school faculty may develop a proposal for an alternative planning time schedule. Any such plan must be approved by the appropriate Assistant Superintendent and the Association President before implementation. No plan may result in a net loss to any employee of planning time as specified in this article.

Article 25 -- Professional Day

The specific professional working hours for classroom teachers shall be determined by the unit administrator after consulting with staff members and concurrence of the Superintendent's designee.

In order to help schools establish a daily schedule, assure students of sufficient opportunity to confer with teachers, enable normal coordination for good building management, provide for an effective communication among students and staff, and provide a reasonable guideline to serve as a District standard, each school's professional working hours for classroom teachers shall normally commence at least thirty (30) minutes prior to the first class and continue at least thirty (30) minutes beyond the last regularly scheduled class period, not to be less than seven and one-half (7-1/2) hours on campus, excluding lunch.

Article 26 -- Professional Evaluation

If the District teacher evaluation criteria, instrument, or process is to be modified, teachers shall be involved in the planning process.

A joint committee, composed of an equal number of teachers and administrators, shall be appointed for this purpose.

The MEA President will recommend names of teachers to the Superintendent for his/her concurrence and appointment to the committee.

Article 27 -- Professional Leave

Professional Leave may be granted by the Superintendent to attend an educational conference, convention, seminar or workshop; to observe another classroom; or to participate in other professional activities as requested by the District. (Release time to serve on District curriculum committees and District personnel selection committees shall not be charged to a school's professional leave.)

Each school shall be granted professional leave days on the basis of one (1) day for each four (4) teachers (full-time equivalents) **AS LONG AS FUNDING IS AVAILABLE TO PAY FOR EXPENSES ASSOCIATED WITH PROFESSIONAL LEAVE.** This number of days shall be the standard professional leave. A matching number of days shall be in existence as supplementary professional leave if the approving site administrator has funds available to pay for the cost of substitutes other than those funds coming from the District substitute budget. Employees desiring to use professional leave must obtain approval at least five (5) working days in advance of the activity.

Prior to September 15, of each year, the unit administrator and the Employee Involvement Committee described in Article 12 of this document shall meet to mutually develop a plan for the allocation of professional leave days.

If an employee's request for professional leave is denied, the employee may, after notifying his/her principal, appeal to the Assistant Superintendent for Human Resources who will be authorized to approve such requests.

Article 28 -- Professional Travel Funds

Funds in the amount of \$45,000 shall be provided for use by employees to cover registration fees, materials, travel expenses and other related costs incurred as a result of participation in an approved professional activity **IF SUFFICIENT REVENUES EXIST.**

Such funds may be used for an individual to attend a conference, convention, seminar, clinic, workshop, or study session approved by the Superintendent and when the activity occurs during the normal school day upon the granting of professional leave by the Superintendent.

Funds budgeted for professional travel shall be made available only to employees covered by this document and shall not be used to cover expenses on student trips.

Requests for travel shall be administered as prescribed in District policies, state statutes and in accordance with District guidelines and procedures approved by the Superintendent. Prior to July 1, these guidelines shall be reviewed by a representative from the MEA and the Assistant Superintendent for Human Resources.

Funds budgeted for professional travel during the fiscal year which remain unspent at the conclusion of the fiscal year shall revert to the District's general fund.

There shall be no restrictions against the use of Professional Travel Funds on weekends, during school recesses, or while an employee is on Personal Leave.

Article 29 -- Re-Opener

- A. This document is contingent upon the school funding formula as prescribed in Chapter 9, Arizona Revised Statutes, Title 15, remaining unchanged for the 2009-2010 school year.

Any changes in the funding formula which result in decreased revenue may require the Board and Association to examine needed modifications.

- B. A portion of the monies used to fund the salary schedule is from the Classroom Site Fund established under A.R.S. §15-977 (“Fund”). The monies allocated from the Fund that are reserved for certain maintenance and operations purposes must be allocated annually at the discretion of the ~~Board~~-**DISTRICT** after consultation with school principals. Consequently, the salary schedule may vary as a result of the Board’s annual allocation of monies from the Fund.
- C. The portions of this document that are related to Classroom Site Fund funding are contingent upon the 2009-2010 Classroom Site Fund funding level being at least \$19,000,000.00 and teachers that are eligible under the base salary and performance pay components of Classroom Site Fund are included under the definition of “teacher “ as provided in A.R.S. 15-501.2.

Regardless of the definition of “teacher” for Classroom Site Fund eligibility, it is the intention of the parties that the District will include all employees as defined in Article 1 of this document in the base salary and pay-for-performance components of this document.

- D. The ~~Board~~-**DISTRICT** and the Association agree to reconvene for one session to discuss salary provisions of this document in the event that new legislation causes the available budget limits applicable to the Maintenance and Operation Fund to increase or decrease subsequent to the adoption of this document by the parties and/or the issuance and acceptance of individual employment contracts. A similar session shall be convened if state projections for Classroom Site Fund revenues increase or decrease subsequent to the adoption of this document by the parties and/or the issuance and acceptance of individual employment contracts. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE DOCUMENT, THE GOVERNING BOARD, WITH CONSULTATION WITH THE ASSOCIATION, MAY REDUCE EMPLOYEES’ SALARIES PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE EMPLOYEE’S INDIVIDUAL EMPLOYMENT CONTRACTS FOR THE 2009-10 SCHOOL YEAR.**
- E. The District shall share information regarding revenue projections with MEA prior to Meet and Confer. This information shall include the status of revenue collections during the current fiscal year.
- F. Beginning on or before February 15, 2010, either the ~~Board~~-**DISTRICT** or the Association may initiate the Meet and Confer process to modify this document.

Article 30 -- Reductions In Personnel

If a reduction in the total number of certificated personnel becomes necessary because of declining enrollment, decreases in revenues, changes in state educational requirements or other

reasons as provided in Arizona Revised Statutes §15-544, such reductions shall be made according to the following criteria:

1. With the following exceptions, the ~~Board~~**DISTRICT** shall first retain those employees who have the longest continuing period of service with the District:
 - a. Those retained must be **HIGHLY** qualified to assume a similar position, e.g., teacher to teacher, nurse to nurse, psychologist to psychologist, in the areas and disciplines to be preserved;
 - b. After determining the number of personnel to be reduced, the ~~Board~~**DISTRICT** may retain 25% of the total number (to be reduced) at the discretion of the ~~Board~~**DISTRICT** in accordance with specified District needs.
2. "Qualified" is defined as an employee who has the following:
 - a. Proper certification, approved subject area, endorsement, and/or license for the assignment, and meets NCLB Highly Qualified guidelines;
 - b. Academic preparation which meets the requirements of the certification/accreditation agency; and
 - c. Major-minor area required for the assignment.
3. Inasmuch as possible, normal attrition, to include voluntary early retirement, sabbatical leaves, and leaves of absence, will be used as a means to resolve reduction in force requirements; that is, employees who resign will not be replaced if there are qualified employees available in the .
4. Every effort will be made to ensure that personnel to be separated may be placed in assignments within the District, dependent upon their certification and area of qualification.
5. Individuals not retained as a result of a reduction in personnel may notify Human Resources that they are interested in working as substitutes. Upon notification, these individuals shall be given priority in making substitute assignments.
6. An individual not retained in a full-time position who secures a part-time position within the District does not waive his/her right to recall to a full-time position.
AN INDIVIDUAL NOT RETAINED AS A RESULT OF A REDUCTION IN FORCE DOES NOT HAVE RECALL RIGHTS TO HOURLY EMPLOYMENT NOR EXTRA FACTOR POSITIONS.
7. Individuals separated will not lose their recall rights by securing employment outside the District during separation.
8. Individuals not retained will remain on the recall list for three (3) years after the effective day of the reduction in personnel unless the individual:

- a. Waives recall rights in writing;
 - b. Resigns; or
 - c. Fails to accept recall to the position held immediately prior to the reduction in personnel or to **A TOTAL OF** three (3) recalls in substantially equivalent positions.
9. In the event of a reduction in personnel, individuals will be recalled in the reverse order of separation, dependent upon certification, **APPROVED SUBJECT AREA**, endorsement, and/or license and area of qualification. In the event an individual is recalled, he/she must report for duty within five (5) working days after having received notification of recall or within five (5) working days from the time the position becomes open, whichever is later. If an employee has secured temporary employment elsewhere, he/she will be allowed up to fourteen (14) calendar days before being required to report to work.

~~Notification shall be accomplished by certified or registered mail.~~ **HUMAN RESOURCES WILL FIRST ATTEMPT TO REACH AN INDIVIDUAL FOR RECALL BY PHONE OR E-MAIL IN ORDER TO EXPEDITE THE RECALL PROCESS. INDIVIDUALS REACHED BY PHONE WILL HAVE NO LESS THAN TWELVE (12) HOURS TO ACCEPT OR DECLINE THE POSITION OFFERED. IN THE EVENT AN INDIVIDUAL IS NOT REACHED BY PHONE AFTER THREE (3) ATTEMPTS IN A FORTY-EIGHT (48) HOUR PERIOD, HUMAN RESOURCES WILL NOTIFY THE INDIVIDUAL BY CERTIFIED OR REGISTERED MAIL.** The notified individual shall have ten (10) working days from the date notification was mailed in which to contact the Assistant Superintendent for Human Resources. If the individual is not able to report to work or if the individual is unable to be contacted because he/she has failed to maintain a current home address on file with the District, the next eligible individual will be recalled to fill the opening at the conclusion of the ten (10) working days.

It is the responsibility of the individual who has been separated as a result of a reduction in personnel to keep Human Resources informed of any changes in teaching certification and/or endorsements.

10. Upon return, a recalled individual shall receive no less base salary than he/she received in his/her last contract period and shall receive any "across the board" salary increases which have been granted to other employees which occurred during the period of separation. If, immediately prior to separation as a result of a reduction in personnel, the recalled individual was eligible to advance an experience step at the beginning of the ensuing contract year, then he/she shall receive that advancement upon being recalled and returning to the .

The recalled individual will be given no experience credit for a separation of one semester or more as a result of a reduction in personnel. A recalled individual who returns to employment shall receive benefits in accordance with those in place for employees holding positions similar to the recalled individual. Unused accumulated sick leave, not reimbursed at the time of separation, shall be credited to the recalled individual upon return to active employment. A recalled individual will receive earned professional growth credit during the time of separation as a result of a reduction of personnel in accordance with established rules for such at the time of return to active employment to the . This individual will be credited with the amount of seniority earned at the time of separation in accordance with established rules for such at the time of return to active employment.

Article 31 -- Reimbursement for Unused Sick Leave

Employees shall be reimbursed for unused sick leave days upon termination/interruption of service to the District by retirement, resignation, death, or reduction in force under the following provisions, **PROVIDING FUNDING FOR REIMBURSEMENT IS AVAILABLE:**

1. Employees who terminate by death or reduction in force and who have at least five (5) continuous years of service with the District at the conclusion of the individual's last year of employment shall be reimbursed at the rate of sixty-six and two-thirds percent (66 2/3%) of the substitute teacher's daily rate of pay for up to two hundred twenty (220) days. Total years of service are reduced by unpaid, non-FMLA leaves of absence that exceed a full semester.
2. Employees who terminate by resignation and who have at least five (5) continuous years of service with the District at the conclusion of the individual's last year of employment shall be reimbursed at thirty-three one-third percent (33 1/3%) of the substitute teacher's daily rate of pay for up to two hundred twenty (220) days. Total years of service are reduced by unpaid, non-FMLA leaves of absence that exceed a full semester.
3. Employees who terminate by resignation and who have at least seven (7) continuous years of service with the District at the conclusion of the individual's last year of employment shall be reimbursed at sixty-six and two-thirds percent (66 2/3%) of the substitute teacher's daily rate of pay for up to two hundred twenty (220) days. Total years of service are reduced by unpaid, non-FMLA leaves of absence that exceed a full semester.
4. Employees who terminate by retirement and notify the District no later than March 1, and who have at least five (5) continuous years of service with the District at the conclusion of the individual's last year of employment shall be reimbursed at sixty-six and two-thirds percent (66 2/3%) of the substitute teacher's daily rate of pay. Total years of service are reduced by unpaid, non-FMLA leaves of absence that exceed a full semester. Employees who notify the District of their retirement prior to the following deadlines shall be reimbursed for up to two hundred forty (240) days:

- a.) Retire at the end of the contract term: Notify by March 1
- b.) Retire at the end of the first semester: Notify by October 1

Employees who notify the District after the appropriate deadline shall be reimbursed for up to two hundred twenty (220) days.

All reimbursement shall be rounded to the nearest dollar and shall be based upon the substitute teacher's daily rate of pay in effect at the time of termination for each unused day of sick leave. Reimbursement for unused sick leave shall be made prior to the end of the fiscal year.

Employees who have accumulated in excess of 175 days of sick leave shall be entitled to sell up to eight (8) days a year back to the District at the level of reimbursement in effect at the time the days are sold back. Days sold back to the District will count toward the maximum reimbursement limits.

~~Employees desiring to sell back days of accumulated sick leave shall notify the District prior to April 1 of the year in which they wish to effect the sale.~~

If requests to sell back accumulated sick leave days exceed funds available, priority shall be given to those employees with the greatest number of accumulated sick leave days. However, employees whose request to sell back accumulated sick leave cannot be honored because of limited financial resources shall receive priority for reimbursement of those days and the additional permissible block in the ensuing fiscal year.

Employees who terminate and are eligible for sick leave reimbursement may have their reimbursement pro-rated over their remaining pays in the school year. Employees may request reimbursement for sick leave days in excess of five (5). Any balance remaining at the end of employment will be reimbursed in lump sum.

Article 32 -- Release Time for the MEA President

The President of the Association shall be granted one-half (1/2) release time daily. An alternative plan for this release could be arranged with mutual understanding between MEA and the District. The release time shall result in no additional cost to the District even though the President shall continue to receive his/her normal salary and fringe benefits from the District during his/her term as MEA President.

Article 33 -- Safety and Facilities Committee

A Safety and Facilities Committee shall be appointed at each school site in the District. The committee shall include at least four (4) members who shall meet monthly during the school year.

The committee, which shall include the unit administrator and one (1) MEA representative, shall be charged with advising the administration of concerns regarding safety, facilities, equipment,

and materials. Committee members shall evaluate the on-site facilities to determine what changes need to be made and shall prepare recommendations for inclusion in the budget development process. The committee shall prepare a crisis response plan for the building, which shall be communicated to all faculty and staff at the worksite and submitted to the Directors of Employee Benefits/Risk Management and School Safety and Security. The plan must be approved by the Director of School Safety and Security or their designee.

The committee may request funds for equipment, materials, additional supervisory aide support, or other projects to alleviate potentially dangerous or unsafe conditions at a worksite. Application for use of these funds shall be directed to the Assistant Superintendent of Business and Support Services. A response to all requests shall be made within thirty (30) calendar days.

If the committee or any employee believes that the school is subject to a health risk for staff or students due to environmental conditions (such as degraded air or water quality), the committee or any employee shall report such a concern to the site administrator. This concern should be included in the monthly safety report submitted to Risk Management. If the employee or committee is not satisfied with the site administrator's response, the concern may be submitted to the Assistant Superintendent for Business and Support Services, who shall provide a written response in a timely manner. If the employee or committee is not satisfied with this written response, they may file a complaint. In this instance only, the Assistant Superintendent for Business and Support Services shall be considered the initial administrator.

Article 34 -- Salary Credit

The District may identify certain areas in which there is a shortage of qualified candidates. Teachers in those areas and teachers interested in retraining shall receive salary credit for all courses -- graduate and undergraduate level -- up to a maximum of thirty-six (36) hours, to include previously earned hours **PROVIDING FUNDING IS AVAILABLE.**

An exception may be made if the teacher is enrolled in an approved graduate degree program in the aforementioned area.

All courses must be approved through the normal channels. The employee must file an application for participation along with the appropriate information to include numbers and titles of courses to be taken prior to embarking on such a program.

REFER TO POLICY GCBA FOR COMPLETE DETAILS.

Article 35 – SALARY SCHEDULE FOR DEPARTMENT SPECIALIST

SALARY SCHEDULES AND MOVEMENT FOR EDUCATION AND/OR EXPERIENCE MAY BE IMPACTED BY A REDUCTION IN AVAILABLE DISTRICT FUNDS.

The **2009-2010 SALARY SCHEDULE** for Department Specialists shall be:

| Years Credited= | Steps | Level | RANGE | RANGE | RANGE | RANGE | RANGE |
|--------------------|-------|-----------|----------------------------|-------------------------------------|--------------------------------------|-------------------------------|------------------------------------|
| | | | 1 | 2 | 3 | 4 | 5 |
| | | | Education Level = BA | Education Level = BA+45 MA | Education Level = MA+45 EdS | Education Level = MA+60 | Education Level = EdD PhD |
| 0, 1 or 2 | 1 | 1, 2 or 3 | 54,798 | 58415 | 61394 | 64308 | 65860 |
| 3, 4 or 5 | 2 | 1, 2 or 3 | 57,161 | 61133 | 64179 | 67119 | 68667 |
| 6, 7 or 8 | 3 | 1, 2 or 3 | 59,560 | 63848 | 66966 | 69932 | 71481 |
| 9, 10, or 11 | 4 | 1, 2 or 3 | 61,919 | 66563 | 69753 | 72741 | 74291 |
| 12, 13 or 14 | 5 | 1, 2 or 3 | 64,326 | 69279 | 72541 | 75554 | 77099 |
| 15, 16 or 17 | 6 | 1, 2 or 3 | 66,724 | 71995 | 75324 | 78365 | 79909 |
| 18+ | 7 | 1 | 69,241 | 74711 | 78115 | 81174 | 82719 |

*****A portion of all salary schedules is contingent upon override and Proposition 301 funding. The exact percent will be printed on the 2009-2010 pay stubs. *****

PROVISIONS FOR DEPARTMENT SPECIALIST SALARY SCHEDULE

1. Department Specialist Salary Schedule applies to the areas of Music, Elementary PE, Special Education Compliance Monitor and IB Coordinator.
2. Employees on the Department Specialist Salary Schedule shall advance vertical steps according to years credited, excluding years in which a salary freeze occurred.
3. Employees on the Department Specialist Salary Schedule who are eligible to move horizontally one or more columns will do so in accordance with policy GCBA, except for years in which education increments are frozen.
4. Employees on this salary schedule shall be eligible for the District incentive bonus.
5. The contract term for employees on this schedule will begin July 30, 2009 and conclude June 11, 2010.

Article 36 -- Salary Schedule for Extended Contracts

Salary computation for extended contracts shall be done at a pro-rata daily rate. That rate shall be determined by dividing the employee's current contractual salary (as per salary schedule), not

to include career ladder monies, by the number of his/her contractual working days, to include holidays.

Article 37 -- Salary Schedule for Extra Factor

Section A.

The Extra Factor Salary Schedule shall be computed by applying the indicated percentages to \$31,915.00. The table following the position list provides the schedule of percentages.

ARIZONA INTERSCHOLASTIC ASSOCIATION AND RELATED ACTIVITIES

| Position | Quantity | Category |
|--|-----------------|-----------------|
| Varsity Football Coach | 1 | A |
| Assistant Varsity Football Coach | 2 | D |
| Jr. Varsity Football Coach | 1 | D |
| Assistant Jr. Varsity Football Coach | 1 | E |
| Junior Football Coach | 1 | D |
| Assistant Junior Football Coach | 1 | E |
| Freshman Football Coach | 1 | D |
| Assistant Freshman Football Coach | 1 | E |
| Varsity Basketball Coach | 1B, 1G | B |
| Jr. Varsity Basketball Coach | 1B, 1G | D |
| Freshman Basketball Coach | 1B, 1G | D |
| Varsity Baseball Coach | 1 | C |
| Jr. Varsity Baseball Coach | 1 | E |
| Freshman Baseball Coach | 1 | E |
| Badminton Coach | 1 | D |
| Cheerleading Coach, Varsity and Jr. Varsity | 1 | C |
| Pom Pon Coach, Senior High | 1 | C |
| Spiritline Coach, Senior High | 1 | C |
| Assistant Spiritline Coach, Senior High | 1 | D |
| Freshman Spiritline Coach, 1 st semester | 1 | D |
| Freshman Spiritline Coach, 2 nd semester | 1 | D |
| Cross Country Coach | 1B, 1G | E |
| <i>If one person coaches both boys and girls, they will receive 1.5 of the stipend</i> | | |
| Freshman Cross Country Coach | 1B, 1G | G |
| <i>If one person coaches both boys and girls, they will receive 1.5 of the stipend</i> | | |
| Golf Coach | 1B, 1G | E |

| | | |
|---|--------|-------|
| Varsity Soccer Coach | 1B, 1G | C |
| Jr. Varsity Soccer Coach | 1B, 1G | E |
| Varsity Softball Coach | 1 | C |
| Jr. Varsity Softball Coach | 1 | E |
| Freshman Softball Coach | 1 | E |
| Swimming Coach | | |
| <i>If one person coaches both boys and girls, they will receive 1.5 of the stipend</i> | 1B, 1G | C |
| Diving Coach | 1 | E |
| Tennis Coach | 1B, 1G | D |
| Freshman Tennis Coach | 1B, 1G | E |
| Varsity Track Coach | 1B, 1G | C |
| Assistant Varsity Track Coach | 2B, 2G | E |
| Freshman Track Coach | 1B, 1G | E |
| Assistant Freshman Track Coach | 1B, 1G | G |
| <i>If the student-coach ratio at the freshman level is more than 25 to 1, an additional assistant coach may be hired</i> | | |
| Varsity Volleyball Coach | 1B, 1G | C |
| Jr. Varsity Volleyball Coach | 1B, 1G | E |
| Freshman Volleyball Coach | 1 | E |
| Varsity Wrestling Coach | 1 | C |
| Jr. Varsity Wrestling Coach | 1 | E |
| Freshman Wrestling Coach | 1 | E |
| Certified Athletic Trainer or Trainer with 15 years experience | 1 | B |
| <i>May only be hired if no contract FTE is used for a certified athletic trainer</i> | | |
| Certified athletic trainer with less than 15 years experience | 1 | E |
| <i>May only be hired if a trainer is not hired under category b and if no contract FTE is used for a certified athletic trainer</i> | | |
| Assistant Certified Trainer | 1 | C |
| <i>May only be hired if no contract FTE is used for a certified athletic trainer</i> | | |
| Strength and Conditioning Coach, Senior High | 1 | c |
| Assistant Strength and Conditioning Coach, Senior High | 1 | D |
| 7th and 8th Grade Athletics/Intramural Director (after school) | 1 | \$600 |
| <i>Additional funds are provided from Mesa Parks and Recreation</i> | | |

| | | |
|---|---|---|
| Coordinator of Sports for the Disabled | 1 | D |
| District Special Olympics Basketball Coach | 4 | G |
| District Special Olympics Gymnastic Coach | 1 | G |
| District Special Olympics Soccer Coach | 1 | G |
| District Special Olympics Swimming | 1 | G |
| District Special Olympics Track and Field | 2 | G |
| District Sports for Physically Challenged Swimming | 1 | G |
| District Sports for Physically Challenged Track and Field | 1 | G |

SENIOR HIGH EXTRA FACTOR POSITIONS

| Position | Quantity | Category |
|---|----------|----------|
| Academic Team Sponsor | 1 | C |
| Assistant Academic Team Sponsor | 1 | E |
| AVID Site Coordinator | 1 | G |
| Model U.N. Sponsor | 1 | C |
| Speech and Debate Sponsor | 1 | C |
| Assistant Speech and Debate Sponsor | 1 | E |
| Vocational Agriculture and Projects Supervision | 1 | D |
| High School Band | 1 | C |
| High School Band Assistant | 1 | G |
| High School Chorus | 1 | C |
| High School Chorus Assistant | 1 | G |
| High School Dance Coordinator | 1 | G |
| High School Drama | 1 | C |
| High School Instructional Improvement Specialist | 1 | G |
| High School Locker Room Supervision | 1B, 1G | L |
| High School Newspaper Sponsor | 1 | C |
| High School Orchestra | 1 | C |
| High School Orchestra Assistant | 1 | G |
| High School Service Learning Coach | 1 | D |
| High School Student Council Sponsor | 1 | C |
| High School We The People Sponsor | 1 | C |
| High School Yearbook Sponsor | 1 | C |
| Secondary Department Chair and Supervision | | |
| <i>Note: there are no provisions for a second prep period</i> | | |
| 16+ FTE | 1 | B |
| 11 - 15 FTE | 1 | D |
| 6 - 10 FTE | 1 | E |
| 3 - 5 FTE | 1 | G |

JUNIOR HIGH EXTRA FACTOR POSITIONS

| Position | Quantity | Category |
|-------------------------------------|----------|----------|
| Junior High Newspaper Sponsor | 1 | C |
| Junior High Yearbook Sponsor | 1 | C |
| Junior High Student Council Sponsor | 1 | C |

| | | |
|--|--------|---|
| Junior High Band | 1 | G |
| Junior High Chorus | 1 | G |
| Junior High Drama (directing a major production) | 1 | G |
| Junior High Instructional Improvement Specialist | 1 | G |
| Junior High Locker Room Supervision | 1B, 1G | L |
| Junior High National Academic Team Sponsor | 1 | F |
| Junior High Orchestra | 1 | G |
| Junior High AVID Site Coordinator | 1 | G |
| Junior High Service Learning Coach | 1 | G |

Secondary Department Chair and Supervision

Note: there are no provisions for a second prep period

| | | |
|-------------|---|---|
| 16+ FTE | 1 | B |
| 11 - 15 FTE | 1 | D |
| 6 - 10 FTE | 1 | E |
| 3 - 5 FTE | 1 | G |

ELEMENTARY EXTRA FACTOR POSITIONS

| Position | Quantity | Category |
|---|-----------------|-----------------|
| Elementary School Student Council Sponsor | 1 | G |

Elementary Leadership Team

To share school responsibilities, a team of three (3) to twelve (12) certificated members will be designated by the principal to take leadership roles. Members of the Elementary Leadership Team shall be compensated at the rate of 1.3% of the Extra Factor base salary for every two (2) certificated staff members (FTE) assigned at an elementary site.

The Extra Factor Schedule:

| Category | | Year 1 | 2 | 3 | 4 | 5 |
|-----------------|------------|---------------|----------|----------|----------|----------|
| A | Percentage | 9.00% | 10.28% | 11.55% | 12.83% | 14.10% |
| | Pay | \$2,872 | \$3,279 | \$3,686 | \$4,093 | \$4,500 |
| B | Percentage | 8.00% | 9.13% | 10.25% | 11.38% | 12.50% |
| | Pay | \$2,553 | \$2,912 | \$3,271 | \$3,630 | \$3,989 |
| C | Percentage | 7.00% | 7.98% | 8.95% | 9.93% | 10.90% |
| | Pay | \$2,234 | \$2,545 | \$2,856 | \$3,168 | \$3,479 |
| D | Percentage | 6.00% | 6.83% | 7.65% | 8.48% | 9.30% |
| | Pay | \$1,915 | \$2,178 | \$2,441 | \$2,705 | \$2,968 |
| E | Percentage | 5.00% | 5.68% | 6.35% | 7.03% | 7.70% |
| | Pay | \$1,596 | \$1,811 | \$2,027 | \$2,242 | \$2,457 |

| | | | | | | |
|---|------------|---------|---------|---------|---------|---------|
| F | Percentage | 4.53% | 5.05% | 5.58% | 6.10% | 7.23% |
| | Pay | \$1,444 | \$1,612 | \$1,779 | \$1,947 | \$2,306 |
| G | Percentage | 4.00% | 4.53% | 5.05% | 5.58% | 6.10% |
| | Pay | \$1,277 | \$1,444 | \$1,612 | \$1,779 | \$1,947 |

Section B.

Extra Factor pay for coaches shall be for the season of practice as defined by the 5a conference calendar.

An additional compensation contract shall be issued to the senior high coaching staff whose season is extended by virtue of state championship competition earned through divisional qualification. Such contract shall be for one week paid on a weekly pro rata basis: one week's pay will be provided for each five-day week that a team is involved in the tournament or play-off. The team must have five (5) days of practice/competition beyond the regional or divisional qualifying tournament.

The formula for determining the amount of pay is:

Extra Factor Pay per sport divided by the weeks of the sport season equals the extra factor pay for each increment of five (5) days.

If the high school marching band is required to participate for the extended time for football state playoffs, the extra factor compensation for the extended season shall be computed in the same manner as coaches.

Section C.

In order for speech and debate to be considered for extra factor pay, the team must participate in six (6) invitationals and regionals. If they go to state or national, they receive an additional 1% of the base salary.

If the drama coach is involved in state or national competitions, the extra factor compensation shall be increased by an additional 1% of the base salary.

If the Senior High Academic Team participates in state or national competitions, the sponsor's extra factor compensation shall be increased by an additional 1% of the base salary.

Section D.

Coaches should be assigned to AAPE. Principals have the option of assigning assistant coaches to an AAPE class based on constraints of the total educational program and availability of personnel. Coaches may request not being assigned to an AAPE class. This request must be approved by the principal.

Coaches who teach five (5) or more classes (full time teachers) and who coach on their preparation hour will receive their stipend plus an additional fifty percent (50%) of that stipend, as determined by the extra factor schedule providing they do not have an aape class in their teaching schedule. In no instance may an individual receive more than one 50% stipend per season.

Section E.

Except for years in which movement on the salary schedules is frozen, individuals on the Extra Factor Salary Schedule shall move one (1) column to the right for each year of experience except as provided herein.

Section F.

Out-of-District experience in similar or related activities may be allowed for on the Extra Factor Salary Schedule, but no more than two (2) steps may be allowed for experience during the previous two (2) years or more.

Up to two (2) years of experience may be granted for placement on the extra factor salary schedule if the individual has at least two (2) years of continuous service. Individuals who have a break in their years of experience in the same position of more than one (1) year, but less than five (5) years may not be placed beyond the third (3rd) step of the extra factor salary schedule. Individuals who have a break in their years of experience in the same position of more than five (5) years will be treated as no experience for placement on the extra factor salary schedule.

In moving from a head position to the assistant position or senior high to junior high positions in the same sport or activity, the employee will not be reduced in steps, but will be paid the lesser amount as prescribed in the new category.

In moving from an assistant to head position or junior high to senior high positions in the same sport or activity, the employee will be placed in the column of the new category that pays the next highest dollar amount from the employee's current assignment/placement.

Section G.

A rate equal to 0.0483 percent of the base salary defined in section a will be paid for curriculum development and participation in qualifying professional development activities.

A rate equal to 0.0690 percent of the base salary defined in section a will be paid for instructional time and facilitation of qualifying professional development activities. This rate will also be paid for qualifying duties that extend beyond the contract term.

A rate equal to 0.0932 percent of the base salary defined in section a will be paid for instruction that includes planning time and evaluating assignments. The formula for this rate factors in one half hour of planning for each hour of direct instruction. Use of this rate must be pre-approved by the administrator or appropriate assistant superintendent.

Section H.

During the first year a new school opens, a department chair may be assigned even if a department includes less than three (3) FTE certificated teachers. In this case, the position must be recommended by the school principal and approved by the superintendent. If approved by the superintendent, the department chair will be remunerated based on category g.

Any department chair combination must be submitted by the principal to the appropriate area assistant superintendent and the assistant superintendent for human resources for approval. Such requests must be submitted each school year.

Article 38 -- Salary Schedule for Psychologists and Speech/Language Pathologists

SALARY SCHEDULES AND MOVEMENT FOR EDUCATION AND/OR EXPERIENCE MAY BE IMPACTED BY A REDUCTION IN AVAILABLE DISTRICT FUNDS.

For **2009-2010**, THE NEW SALARY SCHEDULE for Psychologists and Speech/Language Pathologists shall be:

| | | | RANGE | RANGE | RANGE | RANGE |
|---------------|-------|-----------|-------------------|-------------------|-------------------|-------------------|
| | | | 1 | 2 | 3 | 4 |
| | | | Education Level = | Education Level = | Education Level = | Education Level = |
| | | | Psych | | | |
| Yrs Credited | Steps | Level | Certificate or MA | MA+45 | MA+60 | PhD/EdD |
| 0, 1 or 2 | 1 | 1, 2 or 3 | 49,250 | 50,618 | 51,302 | 52,669 |
| 3, 4 or 5 | 2 | 1, 2 or 3 | 52,441 | 54,103 | 54,987 | 56,351 |
| 6, 7 or 8 | 3 | 1, 2 or 3 | 55,633 | 57,590 | 58,678 | 60,034 |
| 9, 10, or 11 | 4 | 1, 2 or 3 | 58,822 | 61,077 | 62,368 | 63,716 |
| 12, 13 or 14 | 5 | 1, 2 or 3 | 62,015 | 64,565 | 66,053 | 67,400 |
| 15, 16, or 17 | 6 | 1, 2 or 3 | 65,208 | 68,054 | 69,741 | 71,084 |
| 18+ | 7 | 1 | 68,400 | 71,541 | 73,429 | 74,767 |

*****A portion of all salary schedules is contingent upon override funding. The exact percent will be printed on the 2009-2010 pay stubs.*****

PROVISIONS FOR NEW SALARY SCHEDULES FOR PSYCHOLOGISTS AND SPEECH/LANGUAGE PATHOLOGISTS

1. A new employee with no previous experience will begin at step 1 and remain at that step for three (3) years. New employees will be allowed up to five (5) years of outside experience credit when they are hired.
2. Employees shall advance vertical steps according to years credited, **EXCLUDING YEARS IN WHICH A SALARY FREEZE OCCURRED .**

3. Employees who are eligible to move horizontally one or more columns will do so, **IN ACCORDANCE WITH POLICY GCBA, EXCEPT FOR YEARS IN WHICH EDUCATION INCREMENTS ARE FROZEN.**
4. Employees on this salary schedule shall be eligible for the District incentive bonus.
5. **THE CONTRACT TERM FOR EMPLOYEES ON THIS SCHEDULE WILL BEGIN AUGUST 4, 2009 AND CONCLUDE JUNE 4, 2010.**

Article 39 -- Salary Schedule for Substitutes

Substitute teachers and nurses shall be paid ninety (90.00) dollars per working day, **CONTINGENT UPON AVAILABLE FUNDING, AND MAY BE ADJUSTED AT ANY TIME.**

Article 40 -- Salary Schedules for Teachers, Counselors, Nurses, Audiologists, OT/PT, and SLT

SALARY SCHEDULES AND MOVEMENT FOR EDUCATION AND/OR EXPERIENCE MAY BE IMPACTED BY A REDUCTION IN AVAILABLE DISTRICT FUNDS.

The **2009-2010 OLD TRANSITION SALARY SCHEDULE** for Teachers and Nurses employed prior to the 1996-97 school year shall be:

| | Range> | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------|-----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | | | | | BA+45 | | | MA+45 | | MA+75 |
| Step | Placement | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 | Ed.S. | MA+60 | Ed.D. |
| | | | | | | | | | | Ph.D. |
| 3 | 0.00 | 34,438 | 35,548 | 36,655 | 37,763 | 38,870 | 39,978 | 41,088 | 42,195 | 43,304 |
| | 0.50 | 34,936 | 36,046 | 37,153 | 38,261 | 39,368 | 40,476 | 41,584 | 42,692 | 43,803 |
| 4 | 0.00 | 35,434 | 36,541 | 37,651 | 38,760 | 39,867 | 40,975 | 42,082 | 43,191 | 44,300 |
| | 0.50 | 36,098 | 37,206 | 38,315 | 39,424 | 40,530 | 41,637 | 42,747 | 43,854 | 44,962 |
| 5 | 0.00 | 36,763 | 37,872 | 38,979 | 40,086 | 41,195 | 42,302 | 43,413 | 44,520 | 45,628 |
| | 0.50 | 37,433 | 38,542 | 39,651 | 40,759 | 41,866 | 42,973 | 44,082 | 45,190 | 46,297 |
| 6 | 0.00 | 38,106 | 39,211 | 40,317 | 41,427 | 42,536 | 43,643 | 44,753 | 45,859 | 46,970 |
| | 0.50 | 38,628 | 39,899 | 41,006 | 42,117 | 43,222 | 44,332 | 45,439 | 46,547 | 47,655 |
| 7 | 0.00 | 39,157 | 40,586 | 41,695 | 42,802 | 43,909 | 45,018 | 46,124 | 47,236 | 48,343 |
| | 0.50 | | 41,583 | 42,692 | 43,802 | 44,909 | 46,018 | 47,126 | 48,234 | 49,340 |
| 8 | 0.00 | | 42,584 | 43,692 | 44,799 | 45,906 | 47,014 | 48,124 | 49,229 | 50,338 |
| | 0.50 | | 43,171 | 44,690 | 45,796 | 46,905 | 48,015 | 49,122 | 50,229 | 51,339 |
| 9 | 0.00 | | 43,763 | 45,687 | 46,794 | 47,904 | 49,011 | 50,120 | 51,228 | 52,337 |

| | | | | | | | | |
|-------------|------|--------|--------|--------|--------|--------|--------|--------|
| | 0.50 | 47,030 | 48,139 | 49,248 | 50,356 | 51,463 | 52,571 | 53,679 |
| 10 | 0.00 | 48,373 | 49,481 | 50,590 | 51,698 | 52,807 | 53,915 | 55,021 |
| | 0.50 | 49,044 | 50,824 | 51,933 | 53,039 | 54,148 | 55,255 | 56,365 |
| 11 | 0.00 | 49,712 | 52,168 | 53,274 | 54,383 | 55,490 | 56,599 | 57,707 |
| | 0.50 | | 53,509 | 54,619 | 55,725 | 56,835 | 57,945 | 59,051 |
| 12 | 0.00 | | 54,852 | 55,962 | 57,068 | 58,178 | 59,285 | 60,393 |
| | 0.50 | | 55,612 | 57,521 | 58,626 | 59,736 | 60,843 | 61,953 |
| 13 | 0.00 | | 56,369 | 59,079 | 60,186 | 61,295 | 62,401 | 63,512 |
| | 0.50 | | 57,136 | 59,899 | 61,021 | 63,002 | 64,108 | 65,214 |
| 14 | 0.00 | | | 60,715 | 61,854 | 64,709 | 65,817 | 66,924 |
| | 0.50 | | | 61,540 | 62,696 | | | |
| 15 | 0.00 | | | | | 66,501 | 67,639 | 68,775 |
| Longevity A | | | | | | 67,831 | 68,992 | 70,151 |
| Longevity B | | | | | | 69,161 | 70,345 | 71,526 |
| Longevity C | | | | | | 70,491 | 71,697 | 72,902 |

*****A portion of all salary schedules is contingent upon override and Proposition 301 funding. The exact percent will be printed on the 2009-2010 pay stubs.*****

PROVISIONS FOR THE OLD TRANSITION SALARY SCHEDULE

Any teacher who has been at Column 7-15, Column 8-15, or Column 9-15 of the salary schedule for four (4) or more years at the conclusion of the previous school year shall have his/her salary calculated at 102 percent of the appropriate figure on the salary schedule.

Any teacher who has been at Column 7-15, Column 8-15, or Column 9-15 of the salary schedule for nine (9) or more years at the conclusion of the previous school year shall have his/her salary calculated at 104 percent of the appropriate figure on the salary schedule.

Any teacher who has been at Column 7-15, Column 8-15, or Column 9-15 of the salary schedule for eleven (11) or more years at the conclusion of the previous school year shall have his/her salary calculated at 106 percent of the appropriate figure on the salary schedule.

Those employees on Line 14 will move to Line 15 and all years spent on 14 and 15 combined will qualify for credit toward moving onto longevity.

No Longevity steps, including Step 15, shall be frozen for the 1996-97 school year. Years at each longevity step will continue to accrue at the current rate which is in 1995-96 Agreement: Step 14/15 combined - 4 years; Longevity A - 5 years; Longevity B - 2 years. All staff who are eligible to move on those longevity steps for the 1996-97 school year, and each ensuing school year, shall be permitted to do so.

1. In 1997-98 and years following, employees shall move one step every two years, **EXCLUDING YEARS IN WHICH A SALARY FREEZE OCCURRED**. Pay for each year shall include one-half (1/2) the increase of a full step advance.

2. Employees on this salary schedule shall not move horizontally.
3. Employees on this salary schedule shall be eligible for the District incentive bonus.
4. Current employees may move to the New Salary Schedule when they choose to do so, for an ensuing contract year. Employees who remain on the **OLD** Transition Salary Schedule will earn experience credit on the New Salary Schedule. For example, if an employee in 1996-97 had an M.A. degree and was on Line 13 of the **OLD** Transition Salary Schedule, he/she was credited with eleven (11) years experience on the New Salary Schedule. In 1997-98, that employee was credited with twelve (12) years of experience on the New Salary Schedule and continued to add years of experience on the New Salary Schedule in the future, even though the employee remained on the Transition Salary Schedule. When employees make the **OLD** transition to the New Salary Schedule, they shall carry with them those years credited and shall be placed on the appropriate step.
5. **THE CONTRACT TERM FOR EMPLOYEES ON THIS SCHEDULE WILL BEGIN AUGUST 6, 2009 AND CONCLUDE MAY 28, 2010.**

SALARY SCHEDULES AND MOVEMENT FOR EDUCATION AND/OR EXPERIENCE MAY BE IMPACTED BY A REDUCTION IN AVAILABLE DISTRICT FUNDS.

The **2009-2010 NEW SALARY SCHEDULE** for Teachers, Counselors, Nurses, Audiologists and OT/PT shall be:

| Years Credited = | Step | Level | Range | Range | Range | Range | Range |
|------------------|------|-----------|----------------------|----------------------------|-----------------------------|-------------------------|---------------------------|
| | | | 1 | 2 | 3 | 4 | 5 |
| | | | Education Level = BA | Education Level = BA+45 MA | Education Level = MA+45 EdS | Education Level = MA+60 | Education Level = EdD PhD |
| 0, 1 or 2 | 1 | 1, 2 or 3 | 35,569 | 38,443 | 41,725 | 42,543 | 43,368 |
| 3, 4 or 5 | 2 | 1, 2 or 3 | 38,305 | 41,699 | 45,281 | 46,241 | 47,195 |
| 6, 7 or 8 | 3 | 1, 2 or 3 | 41,040 | 44,953 | 48,838 | 49,932 | 51,025 |
| 9, 10 or 11 | 4 | 1, 2 or 3 | 43,776 | 48,211 | 52,396 | 53,625 | 54,857 |
| 12, 13 or 14 | 5 | 1, 2 or 3 | 46,513 | 51,465 | 55,953 | 57,320 | 58,688 |
| 15, 16, or 17 | 6 | 1, 2 or 3 | 49,250 | 54,722 | 59,507 | 61,013 | 62,518 |
| 18, 19 or 20 | 7 | 1, 2 or 3 | 49,250 | 54,722 | 63,065 | 64,709 | 66,351 |
| 21+ | 8 | 1 | 49,250 | 54,722 | 66,623 | 68,402 | 69,769 |

*****A portion of all salary schedules is contingent upon override and Proposition 301 funding. The exact percent will be printed on the 2009-2010 pay stubs.*****

PROVISIONS FOR THE NEW SALARY SCHEDULE

1. All new teachers and nurses, hired for 1996-97 and thereafter, shall be placed on the New Salary Schedule.
2. A new employee with no previous experience will begin at Step 1 and remain at that step for three (3) years. New employees will be allowed up to five (5) years of outside experience credit when they are hired.
3. Employees on the New Salary Schedule shall advance vertical steps according to years credited, **EXCLUDING YEARS IN WHICH A SALARY FREEZE OCCURRED.**
4. Employees on the New Salary Schedule who are eligible to move horizontally one or more columns will do so **IN ACCORDANCE WITH POLICY GCBA, EXCEPT FOR YEARS IN WHICH EDUCATION INCREMENTS ARE FROZEN.**
5. Employees on this salary schedule shall be eligible for the District incentive bonus.
6. **THE CONTRACT TERM FOR EMPLOYEES ON THIS SCHEDULE WILL BEGIN AUGUST 6, 2009 AND CONCLUDE MAY 28, 2010.**

Article 41 -- Savings Clause

If any provision of this document or any application of it to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

A formal legal opinion issued by the Office of the County Attorney, and concurred with by the Office of the Attorney General, shall have the force of law for the ~~Board~~**DISTRICT** .

If any provision or application of this document is so voided, the President of the Association and the Superintendent shall meet for the purpose of arriving at a satisfactory replacement for such provision or application.

Article 42 -- School Calendar

The Superintendent or designee will meet with representatives of the Association during the fall of each school year to obtain input on a school calendar for subsequent years. The recommendations from these representatives shall be considered when draft calendars are created for consideration by the Board when adopting new student calendars for future years.

Prior to the adoption of new student calendars, the Board will conduct two (2) public hearings with the intent of receiving individual teacher, staff, and community preferences. In addition, other communication options, including e-mail, and letters, will be accepted from individuals wishing to express opinions about calendar options.

The Board will adopt calendars only after the conclusion of the public hearings and consideration of written materials received. Copies of the materials received by the Board shall be available to the Association upon request and with the understanding that the Association will pay the cost of making the copies.

Article 43 -- Seniority List

Whenever the need for a reduction in personnel is identified within an individual school, a department or a grade level at an individual school, or the District-at-large, the Assistant Superintendent for Human Resources will develop a seniority list among those teachers potentially affected by the proposed reduction in personnel. A copy of each seniority list shall be provided to the Association at the time it is provided to the unit administrator(s).

A District-wide seniority list shall be provided to the Association on October 1 and February 15 of each year.

Article 44-- Short Term Leave

Section I - Sick Leave

- A. Eleven (11) days sick leave shall be granted to all employees during each contract year. Employees who are on extended contracts shall earn additional sick leave at the rate of one (1) for each twenty (20) days worked beyond the normal contract year. Such days shall be cumulative. ~~It is expected that employees will make every attempt to notify their supervisor or designee prior to any absence.~~ THE EMPLOYEE MUST MAKE A REASONABLE ATTEMPT TO NOTIFY THE IMMEDIATE SUPERVISOR OF AN ABSENCE AND THE REASON FOR THE ABSENCE AT THE EARLIEST OPPORTUNITY, BUT IN NO CASE LATER THAN TWO (2) HOURS BEFORE THE START OF HIS OR HER REGULAR WORKDAY. LEAVING A TELEPHONE MESSAGE IS ACCEPTABLE NOTIFICATION. THE EMPLOYEE WILL ALSO BE RESPONSIBLE FOR REPORTING TO THE IMMEDIATE SUPERVISOR BY 3:00 P.M. ON THE DAY OF THE ABSENCE WHETHER HE/SHE WILL RETURN TO WORK THE NEXT DAY. FAILURE TO DO SO MAY BE JUST CAUSE FOR DISCIPLINARY ACTION, INCLUDING DEDUCTION OF SALARY.

Sick leave may be used for the employee's own illness, illness involving a member of the employee's immediate household, preventive medical examination, family critical illness, bereavement leave and twelve week family medical leave (FMLA). Absences for the reasons stated above will be reported to the Payroll Department as sick leave.

- B. Sick leave shall be accrued as follows:
1. Employee must be employed in an active status fifty-one percent (51%) of the workdays in any month to earn an accrual for that month. A long term illness

2. Accruals will occur on the final District work day of each month.
3. Eligible full time employees will be advanced five and one half (5.5) of the eleven (11) sick leave days in August. Advanced days for employees hired after August, and remaining accruals will follow the table listed below. Part-time employees will be advanced days and will accrue days based on the pro-rata amount of their contract.

| Start Date during Month of | Accrual Master for Full Year (11.0 days) | Advanced Days for Late Start | Total Days Earned for Late Start |
|----------------------------|--|---|----------------------------------|
| August | 5.5 | n/a | n/a |
| September | 0 | 4.4 | 9.9 |
| October | 0 | 3.3 | 8.8 |
| November | 0 | 2.2 | 7.7 |
| December | 0 | 1.1 | 6.6 |
| January | 1.1 | Accruals are the same as the Accrual Master for full year for second semester hires | 5.5 |
| February | 1.1 | | 4.4 |
| March | 1.1 | | 3.3 |
| April | 1.1 | | 2.2 |
| May | 1.1 | | 1.1 |

- C. Employees who deplete their accumulated sick leave during the school year and who have all or a portion of their salary reduced because of additional absences excluding personal leave and/or requested off contract may request to be paid retroactively for sick leave days accumulated and not taken after the employee has returned to his/her job. This provision, however, is applicable only during the school year in which the employee's salary was reduced.
- D. Reports detailing individual employees' absences can be printed from Kronos at the sites on an "as needed" basis. Any employee's request to challenge the accuracy of the records on sick leave must be submitted in writing to the District Payroll Office. Records may be challenged for no more than fifteen (15) months prior to the date of the challenge.

- E. Employees shall receive copies of absence reports which are completed by the employee and which record the reasons for his/her absence.

- F. Employees who are absent because of an on-the-job injury resulting from an assault with intent to commit harm toward an employee shall not have such absence deducted from their sick leave for a maximum of twelve (12) months. At the time of occurrence, the employee must declare these circumstances to the immediate supervisor who shall then inform Risk Management. The supervisor must then complete the "Supervisor's Report of Industrial Injury and Treatment Authorization Form." Each case shall be investigated by Risk Management staff who shall then make the determination of eligibility and inform the employee and appropriate sites as to the decision.

Section II—Personal Leave

A maximum of five (5) days per year may be granted each employee for the purpose of personal leave. Employees hired 2nd semester or later will be granted half the number of these days. The first two (2) days of personal leave shall be deducted from the employee's sick leave unless otherwise requested by the employee on the initial PARF or travel request. The remaining three (3) days of personal leave shall not be deducted from accumulated sick leave. These days shall be used only after the two (2) personal days deducted from sick leave have been used unless all sick leave has been exhausted or otherwise indicated. All full time employees and those part time employees on a contract greater than .5 using these additional personal leave days shall be charged an amount equal to one day of substitute pay. All employees on a contract of .5 or less shall be charged an amount equal to one-half (½) the daily substitute pay rate. These deductions shall be made on the next paycheck following the reporting of the absence.

The following conditions shall apply in the use of personal leave:

1. Prior approval from the immediate supervisor must be obtained by the employee. For purposes of uniformity, all requests are subject to review by a designee of the Superintendent.

2. It shall not be granted on an employee's first or last day of work during a contract year. (Appeal is available. The reason for the appeal must be clearly stated on the PARF or in a separate letter.)

3. It shall not be used immediately preceding or immediately following a regularly scheduled holiday and October break. (Appeal is available. The reason for the appeal must be clearly stated on the PARF or in a separate letter.)

4. When an employee is unable to appear for work because of circumstances beyond his/her control, the employee may use personal leave providing the employee:
 - a. Notifies his/her immediate supervisor prior to the time of absence; and
 - b. Was unable to make other arrangements to appear for work.

5. It shall not be cumulative.
6. It shall not be granted to a person who is on an extension of contract.

Employees who do not use personal leave days which are deducted from their sick leave during any contract year shall accrue one (1) additional day of sick leave at the conclusion of that contract year. Excluded from this provision are those employees who have exhausted all sick leave and/or those who have taken a long term leave for the entire school year.

Section III—Jury Duty Court Witness Leave

It is recognized that no employee is exempt from jury duty and that absences for such duty must be granted.

1. Any contract employee who is required to serve as a juror and who is absent from work, will be given a temporary leave of absence and will receive his/her normal daily rate of pay and benefits. Any employee excused from work to serve as a juror shall be given leave with no penalty for being absent.
2. Any remuneration received for service as a juror will be deducted from the employee's base salary in order to prevent duplication of salary. This does not include reimbursement for mileage and expenses.
3. An employee who has completed jury duty must return to work if there are at least two (2) hours remaining in the work day. Employees who choose not to return must use one-half day of personal leave. If they have no personal leave, then they will be docked one-half day's daily rate of pay.
4. Jury Duty pay is only granted when an employee is required to report for duty. Jury Duty pay will not be granted when an employee has been excused prior to reporting for duty.

An employee subpoenaed to be a witness in court shall lose no salary, sick leave, or other benefits. A copy of the court subpoena must accompany the employee's absence report statement upon return to work. An employee required to appear in court due to a legal action involving the District, as verified by the Assistant Superintendent for Human Resources or designee, shall be considered to be on duty as an employee whether or not a subpoena was filed.

Section IV— Off Contract Days

No more than five (5) off contract days shall be approved per employee during one school year. Employees shall be docked their daily rate of pay for each off contract day taken. Employees may not go off contract prior to depleting all available accruals the employee is eligible to use.

All listed conditions which apply to personal leave (see Section II) also apply to the use of off contract days.

Section V – Consecutive Absences

Other than for an approved leave of absence, it is expected that employees not be absent using personal leave and/or off contract days for more than five (5) consecutive days during the school year.

Article 45 -- Student Teachers

Student teachers shall be assigned only to teachers on continuing status except on appeal in writing by a probationary teacher through the principal, or an appeal initiated by the Principal, to the Superintendent or his/her designee. Certificated employees who are not teachers, such as psychologists and nurses, who have reached their fourth (4th) year of employment in the District or through an appeal, are also eligible for the assignment of college/university students interns or the like.

Article 46 -- Substitutes

A substitute shall be provided for all teachers who meet regularly with students when the regular teacher is absent from his/her duties, **CONTINGENT UPON AVAILABILITY OF SUBSTITUTES AND FUNDING.**

Article 47 -- Teacher Preparation Days

Section A.

Administrators shall schedule activities during the four (4) pre-school days in such a manner as to provide the equivalent of one (1) day for training and/or site planning and two (2) half-days to be used primarily for individual preparation. These two half-days shall be free of all required meetings. The focus for the day of training/planning shall be related to the school improvement plan for that site unless otherwise directed by the Superintendent.

Section B.

All students will be released early on or before the last school day of the first and third grading periods in order to provide teachers time to complete student records and reports to parents. Such release shall be made two (2) clock hours earlier than the normal scheduled student release time at each school. To the extent possible, this release time shall be free of all required meetings.

In addition, all elementary students will be released one hour early on the days designated by the District for grading District-designated student writing assessments samples at elementary schools. To the extent possible, this release time shall be free of all required meetings.

SECTION C.

TEACHER PREPARATION DAYS AND EARLY RELEASE DAYS ARE SUBJECT TO CHANGE, DEPENDING ON FUNDING.

Article 48 -- Transfer Procedure

Definitions: Obligatory Transfer - a District-initiated transfer because of enrollment factors, organizational changes, or special circumstances.

Voluntary Transfer - A teacher-initiated request to be relocated to another site or job category.

Section A.

Individuals who are participating in the transfer process--obligatory or voluntary--shall be permitted to interview for available positions and have an opportunity to indicate position preferences. All vacancies funded by District monies of .5 contract or more in the District shall be considered to be available positions and shall be posted.

At the conclusion of the obligatory transfer process and continuing through the second Monday of June, the District shall post the vacant voluntary transfer positions weekly via Intranet and telephone voice mail. Copies of the posting shall be placed on at least one (1) bulletin board at each school site. For vacancies created after the last teacher work day of the regular school year and through the second Monday of June, the vacancy posting shall be available in the Association Office, the Human Resources Office, and via Intranet and telephone voice mail.

In order to begin the voluntary transfer process as early as practicable, the District may post vacancies before the conclusion of the obligatory transfer process, if the category of positions posted does not include individuals designated for obligatory transfer. For example, the District may begin to post vacancies for high school math, even though the obligatory transfer process has not been concluded for elementary schools, as long as there are no obligatory designations among high school math teachers.

Section B. -- Obligatory Transfers

1. On or before April 15 of each school year, a meeting shall be conducted for individuals identified as obligatory transfers. The District shall attempt to begin to transfer certificated employees designated as obligatory transfers by April 15 of the current school year.
2. The unit administrator of a school which must designate teachers as "obligatory transfers" shall use seniority as the basis for so doing unless school needs justify not using a "seniority system." The seniority system would require placing a teacher at each affected department at that school with the least seniority in the District on the obligatory transfer list. At elementary schools, seniority shall be determined at kindergarten, primary, ~~and~~ intermediate, **AND ELD**.

In the special education department of a given school, seniority shall be established based on certification in the specialized area (i.e., emotionally handicapped, learning disabled, etc.). The person being considered for transfer must have the appropriate

certification and must be **HIGHLY** qualified to teach in the position to which he/she is being transferred.

3. Every effort will be made to inform certificated employees who are declared obligatory transfers of their status, in a private meeting with the building level administrator. This meeting shall take place prior to the building-wide announcement of obligatory transfers and the request for volunteer obligatory transfers.
4. Teachers who have been notified that they are subject to administrative intervention procedures due to their classroom performance shall not be eligible to volunteer to be an obligatory transfer unless they are approved by the appropriate Assistant Superintendent(s) and the Assistant Superintendent of Human Resources. All voluntary obligatory transfers shall be reviewed by the appropriate Assistant Superintendent(s) and the Assistant Superintendent of Human Resources.
5. Anyone who is declared an obligatory transfer will be considered for any open position at their current worksite for which they are qualified. Such consideration shall take place prior to placement of obligatory transfers from outside the worksite.
6. At the informational meeting the Assistant Superintendent or designee shall provide each certificated employee who is designated as an obligatory transfer with a list of new and/or vacant positions (available at that time) for the ensuing school year.
7. Certificated employees who are placed on the obligatory transfer list shall be allowed the opportunity to designate the site and the position they prefer. In no event shall the denial of transfer be made without the requesting employee having the opportunity to interview for the position(s) he/she is seeking, unless the employee is not highly qualified and/or lacks appropriate certification, **APPROVED SUBJECT AREA**, endorsement, and/or license.
8. The District reserves the right to deny the certificated employee's preference on the basis of District, school or program need, certification and/or qualification for the position.
9. All obligatory transfer employees shall be notified of their placement.
10. The District shall attempt to give placement notification to all certificated employees affected by an obligatory transfer by June 1 of the school year.
11. If a staff member is transferred to another site as the result of an obligatory transfer, the District shall transport his/her personal teacher materials between the sites.
12. The Human Resources Department shall provide each certificated employee affected by obligatory transfers with a written copy of the District's transfer policy and procedures.
13. If a certificated employee is declared to be an obligatory transfer in the Spring for the ensuing year, that employee shall have the option of returning to his/her site to a

vacancy that he/she is qualified for if all parties (i.e. obligatory transfer employee, sending principal, and receiving principal) mutually agree and the Assistant Superintendent of the Human Resources Department approves the return.

14. No certificated employee shall be placed on the obligatory transfer list more than one time in any three (3) years span of time unless that placement is the result of closing of a school site. An obligatory transfer who voluntarily transfers to another site within this three years is no longer “protected” from being an obligatory transfer. An exception to this policy may be made on the basis of school and District needs.

Section C. -- Voluntary Transfers

1. Voluntary transfers will normally not be considered after the second Monday of June to fill vacancies for the ensuing school year.
2. It is not the intent of this procedure that eligible certificated employees within the District be guaranteed a transfer merely upon request. Employees presently in the District will, however, be guaranteed consideration via an interview for any position(s) within the District for which they request a voluntary transfer. Employees who request a voluntary transfer may be refused consideration if they are not highly qualified and/or do not have the proper certification, **APPROVED SUBJECT AREA**, endorsement, and/or license for the position which they are seeking. Employees not granted interviews, upon their request, shall be notified of the reason for refusal.
3. After obligatory transfers have been placed, the Human Resources Office will compile a list of available vacant positions for the ensuing school year. The vacancy list will be sent weekly to all appropriate sites via the Intranet and will be posted for one (1) week. Vacancies will also be posted on voice-mail. Eligible transfer employees must call the site administrator within two (2) working days of the posting to schedule an interview. (Also see Section A)
4. Employees who interview for voluntary transfers shall be notified of the selection results by the interviewing administrator or designee.
5. An employee who has interviewed for voluntary transfer and has not been transferred after five (5) interviews or two (2) consecutive years may submit a request to the appropriate Assistant Superintendent for assistance in securing a transfer. The request shall list those transfer positions for which the employee has interviewed as well as any pertinent information relative to the employee's qualification/certification for the desired position(s).
6. Certificated employees shall be considered for vacancies occurring after the second Monday of June, if the individual's selection for the vacant position would result in additional financial remuneration for the ensuing school year.

7. The applicant considered to be the best qualified will be selected for the available position. If all factors are considered equal, the unit administrator shall use seniority within the District as the basis for selecting the successful candidate.
8. Any District-based teacher who is assigned to two (2) or more sites may request consideration for reassignment to a single site if a vacancy occurs after the second Monday of June and prior to August 1. The request must be made in writing to the Assistant Superintendent, Human Resources no later than the second Monday of June and must state the specific nature of the assignment for which he/she is to be considered. Consideration, in this instance, shall mean that the Human Resources Office shall include the teacher's name in the pool of available candidates offered for consideration by unit administrators.

Section D.

The ~~Board~~-**DISTRICT** shall attempt to employ certificated employees who are considered to be part-time or who are on "one semester or one year only" contracts for available positions.

Section E.

When new schools sites are opened, the designated principal shall be permitted to fill no more than one-third (1/3) of the positions with current employees from his/her transferring school.

At least one-third (1/3) of the employees may be voluntary transfers from other schools. This stipulation shall be followed providing the requisite number of vacancies throughout the District for obligatory transfer placement is available and that projected student enrollment for the new school site is sufficient as determined by the Superintendent.

Article 49 -- Traveling Teachers

Section A.

Those teachers who travel in their own automobiles between schools as a part of their regular teaching assignment shall be reimbursed for mileage if they meet District insurance requirements **AND IF FUNDING IS AVAILABLE**. This reimbursement shall apply to all teachers who are assigned to teach at more than one school on the same day, to those teachers who are required to make home visits, and to those employees who are regularly required to report to more than one worksite in the District on the same day to teach.

Section B.

The District shall attempt to provide for teachers who travel between schools on a regular basis the same planning/preparation periods and duty-free lunch periods as provided other teachers. This shall be done without additional cost to the District.

Section C.

The District shall attempt to provide that teachers assigned to two (2) or more campuses normally shall not be required to accept responsibility for class or club sponsorship on more than one (1) campus and normally shall be assigned duties at only one (1) school. Except in cases of an emergency, traveling teachers will be expected to attend department and faculty meetings if they are conducted during the time those teachers are assigned to a particular school or campus.

Section D.

The Administration shall attempt to arrange teacher schedules so that no teacher will be required to travel among more than three (3) classrooms during the normal school working day in order to meet his/her teaching assignment.

Article 50 -- Tuition Reimbursement

For 2009-2010, the ~~Board~~**DISTRICT** shall provide funds for tuition reimbursement for certificated employees covered by this document in the amount of \$200,000.00 **PROVIDING FUNDING IS AVAILABLE.**

Article 51 -- Use of Student Test Data

The ~~Board~~**DISTRICT** and the Association agree that an analysis of student achievement test scores is valuable in assessing the effectiveness of the District's instructional program.

Data from norm-referenced tests, A.I.M.S. tests, and the District's assessments will be used as one or more of several instruments for the following purposes:

1. Monitoring results by student, class, school, and total District;
2. Identifying problem areas;
3. Initiating corrective action;
4. Evaluating instructional areas;
5. Developing in-service programs;
6. Administering a more equitable program for assistance;
7. Providing additional accountability to parents; and
8. Working as an educational team to establish site and District goals.

The primary purpose of analyzing student test scores is to provide for instructional improvement, as aligned with state academic standards. When test data is available, that information shall be made available by electronic means and shall be kept on file in the Research and Evaluation Office and the school principal's office.

Article 52 -- Zipper Clause

This document constitutes the full and complete meet-and-confer commitments between both parties. It supersedes and cancels all previous meet-and-confer documents.

This document contains the full and complete understanding of the working conditions and benefits between the ~~Board~~**DISTRICT** and the Association. Neither party shall be required during the term hereto to meet and confer on any issue covered in this document.

Beginning on or before February 15, 2010, the parties will meet to initiate the meet and confer process on a successor document.