

ARTICLE ONE

DEFINITIONS

- 1-1 THE TERM ADDED DUTY SHALL MEAN THE DUTIES COMPENSATED BY THE RATE OF PAY FOUND IN ARTICLE 29-7.**
- 1-2** The term **ASSAULT** shall mean unlawfully causing any physical injury to another; intentionally placing another in reasonable apprehension of imminent physical injury through verbal or physical means (initiation/hazing, threats/intimidation, bullying); knowingly touching another with intent to injure, insult, or provoke such person. An assault does not require actual physical contact.
- 1-3** The term **ASSIGNMENT** shall mean:
- A.** The schools(s), subject(s) and/or grade level(s) assigned to a MBU.
 - B.** For individuals assigned to a non-school site department, assignment shall mean the positions assigned to them within that department.
- 1-4** The term **ASSOCIATION** shall mean the Tucson Education Association. Wherever the term Association is used, it is understood that the President of the Association, or his/her designee, acts for the Association.
- 1-5** The term **BOARD** shall mean the Governing Board of Tucson Unified School District.
- 1-6** The term **CHARTER SCHOOL** shall mean a public school established with the TUSD Governing Board as its sponsor, pursuant to Title 15 of the Arizona Revised Statutes.
- 1-7** The term **COMBINATION CLASS** shall mean a class established at an elementary school when two or more grade levels are combined in order to adhere to class size caps listed in Article 22-2.
- 1-8** The term **CONTINUING TEACHER** shall mean a person employed in a position in Tucson Unified School District which requires a teaching certificate from the State Board of Education (including counselors and librarians), and/or a teacher who has been employed full-time by the District for more than the major portion of three consecutive years, as defined in A.R.S. 15-501.
- 1-9** The term **CONTACT TIME** shall mean any time during the school day during which a MBU is required to instruct/supervise (excluding supervision paid as extra duty) students.
- 1-10** The term **CORE BLOCK** shall consist of no more than three (3) consecutive periods at the 6th grade level, and no more than two (2) consecutive periods at the 7th grade level.
- 1-11** The term **DATE OF HIRE** shall mean the effective date of a contract as approved by the Governing Board.
- 1-12** The term **DAYS** shall mean working days. Working days are considered to be those exclusive of holidays and weekends. During the school year, working days shall mean teaching days plus duty days. During the summer, working days will be those when the District's Central Administrative Offices are open for business with the public.
- 1-13** The term **DISCIPLINE** shall mean written reprimands, suspensions and terminations.
- 1-14** The term **DISTRICT** shall mean the Tucson Unified School District.
- 1-15** The term **DISTRICT-INITIATED TRANSFER (DIT)** shall mean any mbu required to transfer job sites due to a district decision.
- 1-16** The term **EMERGENCY** shall mean an event which a reasonable, prudent person could not have reasonably prepared for and foreseen.

- 1-17** The term **EXTRA DUTY** shall mean ~~the duties listed in Article 29. Student supervision does not include such volunteer activities as crowd control, sport officiating, time-keeping or other such volunteer tasks performed as a part of interscholastic athletic events.~~ **THOSE DUTIES COMPENSATED ACCORDING TO THE SALARY INDICES AND SCHEDULE FOUND IN ARTICLE 29-4, 29-5 AND 29-8**
- 1-18** The term **FACULTY** shall mean the entire teaching body of a school to include, but not be limited to, classroom teachers, resource teachers, exceptional education teachers, counselors and librarians.
- 1-19** The term **FAMILY** shall mean parents, foster parents, step-parents, spouse, child, brother, sister, mother-in-law, father-in-law, aunt, uncle, grandparents, grandchildren, a child to whom the employee stands in place of a parent, or a person in the metropolitan Tucson area for whom the MBU has or shares a major financial responsibility and is an established resident within the household.
- 1-20** The term **GRIEVANCE** shall mean an alleged violation, misinterpretation, or inequitable application of the terms or conditions of this Agreement.
- 1-21** the term **LEAD** shall refer to a mbu who is responsible for assigning tasks, monitoring work and providing input into the evaluation of other mbus. The lead mbu can also be responsible for program and staff development and monitoring staff compliance with district regulations.
- 1-22** The term **LETTER OF DIRECTION** shall mean a letter from a supervisor to a MBU specifying certain directions to be followed.
- 1-23** The term **LETTER OF REPRIMAND** shall mean a letter containing a rebuke of a MBU's conduct which shall be placed in the MBU's personnel file in the Human Resources Department.
- 1-24** A. The term **MEMBERS OF THE BARGAINING UNIT (MBU)** shall mean any or all full-time and part-time employees for whom the Association negotiates, including:

1.

Coordinator – At Risk Students	Nurse
Counselor	Occupational Therapist
Counselor, Career/Post Secondary	Performing Arts Specialist
Curriculum Specialist	Physical Therapist
Diagnostician	Professional Development Specialist
Exceptional Education Itinerant Teacher	Project Coordinator for Grants
Exceptional Education Teacher	Project Specialist
Exceptional Education Transition Coordinator	Resource Teacher
Family Center Coordinator	Science Specialist
Head Athletic Trainer	Social Worker
Hygienist	Speech Clinician
Instructional Coach	Student Support Services Coordinator
Instructional Data & Technology Specialist	Teacher
Instructional Technology Integration Specialist	Teacher - Librarian
Job Development Instructor	Teacher - Master Mentor
Language Acquisition Coach	Visual Arts Specialist
Language Acquisition Specialist	Vocational Evaluator
Literacy Specialist	Vocational Rehabilitation Counselor
Mathematics Specialist	

2. Any other positions created during the term of this agreement.

B. All MBUs shall be paid according to the salary schedule(s) as defined in the salary Article.

1-25 The term **MULTI-AGE CLASS** shall mean a class at an elementary school of more than one grade level established as part of an educational program/philosophy designed to remain in place for more than one year.

- 1-26** The term **NEW SCHOOL/NEW DEPARTMENT** shall mean any existing school designated as a "new school/new department" by Tucson Unified School District Governing Board action.
- 1-27** The term **PERSONNEL FILE(S)** shall include those files in the possession of the MBU's supervisor which contain information concerning a MBU, exclusive of the supervisor's personal notes regarding the employee's performance/conduct. The Personnel File maintained by the Executive Director of Human Resources shall be considered the official personnel file.
- 1-28** The term **PREPARATION** shall mean a lesson plan for a class period of more than fifteen (15) minutes for middle school and high school teachers distinguished by differences in grade level and/or subject matter, and/or bilingual.
- 1-29** The term **PRINCIPAL** shall mean any building administrator or the administrator of any work location or functional division in the school district.
- 1-30** The term **PROBATIONARY TEACHER** shall mean a person employed in a position in Tucson Unified School District which requires a teaching certificate from the State Board of Education (including counselors and librarians), and a teacher who has not been employed full-time by the District for more than the major portion of three consecutive school years, as defined by A.R.S 15-501.
- 1-31** The term **PROFESSIONAL DEVELOPMENT** shall mean the voluntary participation by MBUs in any approved activity (as defined in Article 19) and selected by the individual. Professional development hours count for the MBU's professional development stipend and re-certification.
- 1-32** The term **PROGRAMMATIC NEED** shall mean specific instruction that must be offered to meet student needs due to federal/state legal requirements, and/or Board designated requirements.
- 1-33** the term **QUALIFIED EVALUATOR** shall mean any certified employee who is responsible for the supervision or independent observation of other certified employees and who has taken "evaluator training" as designated by tusd's professional learning department.
- 1-34** The term **RELOCATION** shall mean the move of an exceptional education teacher and his/her students to another site at any time during the year.
- 1-35** **THE TERM REPRESENTATIVE SHALL MEAN ANY TEA MEMBER THAT IS DESIGNATED BY THE ASSOCIATION TO PERFORM A FUNCTION FOR THE ASSOCIATION. UPON REQUEST, THE TEA PRESIDENT SHALL PROVIDE NOTIFICATION OF SUCH REPRESENTATIVES.**
- 1-36** The term **SCHOOL COUNCIL** shall mean the body of stakeholder representatives which may include site administration, faculty and staff, parents/guardians of pupils who attend the school, community representatives, and/or students.
- 1-37** The term **SENIORITY** shall mean the number of years in the bargaining unit for MBUs with continuing TUSD employment. For part-time MBUs, seniority shall be pro-rated according to the percentage of the school year worked. Seniority is maintained and accrued during the time a MBU is on a recall list with the District and during any leaves of absence. In the event two or more MBUs have the same date of hire, their seniority rank shall be determined in the order of the last four digits of their Social Security number, lowest number being the most senior.
- 1-38** The term **SHARED DECISION-MAKING** shall mean the process of decision making at a worksite in which decision making is shared by the site administrator(s), teachers, parents/guardians and educational support professionals within the framework of each site's school council and Governing Board Policy. Shared decision-making shall be synonymous with the term site-based decision-making. Shared decision-making is designed to comply with the decentralization provisions stated in the 1994 Arizona revised statutes (ARS 15-351).

- 1-39** The term **STAFF DEVELOPMENT** shall mean the participation by MBUs in in-service activities during normal work hours. Staff development hours shall count only for re-certification.
- 1-40** The term **STUDENT WITH A 504 ACCOMMODATION PLAN** shall mean any student who has been identified by the District as meeting the criteria specified in Section 504 of the Rehabilitation Act of 1973.
- 1-41** The term **SUBSTITUTE** shall mean a person who holds the appropriate credentials to be a substitute in the State of Arizona.
- 1-42** The term **TEACHER LOAD** shall mean the number of students instructed by a teacher at a middle school and/or high school. Students enrolled in any class period of more than fifteen (15) minutes duration shall be counted as part of a teacher's load.
- 1-43** The term **TEACHER TRAINEES** shall mean student teachers, interns, or any individual participating in a teacher education program.
- 1-44** The term **TEMPORARY CONTRACT** shall mean:
- A.** The contract issued to those MBUs selected to fill vacancies advertised after Labor Day of each succeeding school year
 - B.** The contract issued to any MBU hired to fill in for a MBU on a one-year Governing Board leave of absence.
 - C.** The contract issued to any MBU with a 3/5 or less position.
- The contract is effective upon the MBU's date of hire.
- 1-45** The term **TRANSFER** shall mean a change from one school or a non-school site department to another school or a non-school site department, resulting from the application of procedures in Articles 7 or 8. The move of an entire school to another location shall not be considered a transfer.
- 1-46** The term **VACANCY** shall mean any budgeted position previously held by a member of the bargaining unit, whether a newly created budgeted position, or a previously held or newly created budgeted extra-duty position which is not filled administratively through application of Article 8, or assignment in accord with ADA.

13-13 Procedure - Head High School Coaches and Middle School Coaches

- A.** Prior to the beginning of each coaching season, the evaluator shall meet with coaches for the purpose of orienting them to the total evaluation plan and shall supply a copy of the evaluation instrument to each coach.
- B.** Prior to the first scheduled event, the coach will complete the appropriate sections of the evaluation form, setting forth goals and objectives for the season, and return it to the evaluator.
- C.** During the season, the evaluator will observe the coach at least once during practices, and at least once during events.
- D.** The evaluator will meet with the coach within ~~thirty (30)~~ **FIFTEEN (15)** days after the end of the season to complete the evaluation.
- E.** The evaluator and coach will sign the evaluation form. The coach's signature indicates only that the coach has seen the statement of evaluation but does not necessarily agree with the contents of the statement. No coach shall be required to sign a blank or incomplete evaluation form.
- F.** The evaluator may request input regarding the coach's performance from the Manager of Interscholastic Activities. Only administrators shall evaluate coaches.
- G.** Only the following provisions of this article will apply to high school and middle school coaches: 13-1 Purpose; 13-7 Rebuttal or Response; 13-10 Eavesdropping; 3-12 Complaints; 13-11 Personnel File(s); 13-13 Procedure for Middle and High School Coaches; and 3-11 Representation.
- H.** The non-renewal or dismissal of any coach for performance deficiencies shall not be arbitrary, capricious or without just cause, with the following exception:
Effective July 1, 2001, newly offered extra duty assignments shall not be subject to the protections afforded through Article 16 of the Consensus Agreement. Each extra duty assignment performed by a MBU shall be on a probationary basis, not to exceed three years. The probationary period may be extended by mutual agreement between the District and the MBU.

ARTICLE FIFTEEN

REDUCTION IN FORCE

15-1 State Law

In accordance with ARS-15-544, the Governing Board may utilize reduction in staff in order to effectuate economies in the operation of the District or to improve the efficient conduct and administration of the schools.

15-2 Determination

The District shall determine any reduction in force in accordance with the following procedure:

- A. Project the enrollment and program needs;
- B. Determine the present staff in each grade and/or program area;
- C. Determine the certification of all MBUs and/or the education and experience of MBUs for assignments with neither specified certification nor educational requirements;
- D. Estimate the following year's staff including those MBUs returning from leaves of absence and adjusting for those MBUs retiring, resigning, taking a leave of absence, taking a sabbatical, being discharged and being transferred to non-bargaining unit positions;
- E. Project staffing needs based on enrollment, program needs and the class size and staffing articles in this Agreement.
- F. All of the above information shall be delivered to the Association by March 15. All of the above information shall be revised, updated and delivered to the Association by April 1 of each school year.

15-3 Method

A. Seniority List

A list of the total MBUs in the District shall be compiled starting with the MBU having the most seniority and continuing to the MBU with the least seniority. The seniority list shall also itemize, after each name, each MBU's area(s) of certification. The seniority list shall be delivered to the Association by October 1 of each year. MBUs shall have the right to challenge their placement on the seniority list.

B. Retaining MBUs

1. If a reduction in force is necessary, then probationary MBUs in the affected programs shall be the first employees RIFed (in order of seniority). If cuts are necessary among continuing employees or other MBUs in any program, then such cuts will be made within those programs on the basis of seniority.
2. Those programs with specific certification and endorsements will be considered as one program.

C. Affirmative Action

The percentage of MBUs of any minority group shall be no less after any reduction in force than it was prior to the reduction in force.

D. Exemptions

No MBU shall be subject to a reduction in force during a school year for which he/she has signed a contract.

15-4 Notification

- A. MBUs subject to the reduction in force shall be notified in writing no later than the fifteenth of April by certified mail; however, MBUs who become entitled after April 15 of any year to a contract (with an effective date prior to or after April 15) for the balance of the school year will not have entitlement to a contract for the following year.

- B. All RIF bargaining unit employees shall receive a letter from the District stating that the loss of their positions was due to a reduction in force. The District shall, upon request of the individual, send a duplicate of this letter to any placement or personnel file. Said letter shall automatically be placed in the personnel file of the RIF bargaining unit employee.
- C. The Association shall receive a list of employees sent notification of the reduction in force along with each MBU's area(s) of certification and education and experience including their seniority ranking.

15-5 RIF Benefits

- A. The District shall pay the full cost of the current health and life insurance benefit for all RIF MBUs until August 31 of the following school year. After August 31, RIF MBUs shall, upon request, be allowed to continue their health insurance coverage by paying the premium themselves.
- B. All positions of substitutes shall be offered to RIF MBUs on the recall list, in order of seniority, before any other person is offered such a position.

15-6 Recall Procedure

A. Seniority

When the district determines that there will be budgeted, available positions, RIF MBUs will be recalled in the order of bargaining unit seniority, according to the articles of this agreement. If the position that the RIF MBU previously occupied is no longer available, the RIF MBU will be recalled to the district initiated transfer (DIT) list and will be subject to the criteria for placement as outlined in article 8, involuntary assignment/relocation.

B. Notice

The District shall give written notice of recall by sending a registered or certified letter to the Association and to said MBUs at their last known address. The recall letter shall specify the position which is vacant, including the site, assignment, and full-time equivalency for the position, or if the RIF MBU is being recalled as a district-initiated transfer. It shall be the responsibility of such MBUs to notify the District of any change in address, additional certification, or additional educational units.

C. Response

Any MBU so notified shall respond within five (5) days from the receipt of the recall letter whether he/she accepts or rejects the position. If a MBU rejects a position **OR DOES NOT RESPOND WITHIN FIVE DAYS, THE OFFER WILL BE RESCINDED.** ~~for which he/she is qualified and such position is offered consistent with the provisions in this Article, or if the MBU rejects the status of a DIT, said MBU shall be considered to have resigned from the employ of the District and all his/her benefits shall cease.~~

D. Other Employment

If a MBU has secured employment elsewhere, he/she shall **CONTINUE TO RETAIN RECALL RIGHTS UNLESS THE MBU EXPRESSLY WITHDRAWS IN WRITING FROM THE RECALL LIST.** ~~be allowed fifteen (15) days from the date of acceptance of position before being required to report to work.~~

E. Full-Time/Part-Time Positions

MBUs who were previously assigned to part-time and full-time positions shall be recalled to full-time positions according to State law. Full-time MBUs shall have the option of accepting or rejecting any part-time positions that may exist without jeopardizing their recall status for any full-time position. Part-time MBUs shall have the option of accepting or rejecting any full-time positions that may exist without jeopardizing their recall status for any part-time position.

F. Qualifications for Recall

RIFed MBUs shall specify in writing the grade level, program and subject matter for which they wish to be considered for recall. MBUs shall have the right to limit the positions for which they will be considered for recall.

15-7 Recall Rights

A. Other Employment

MBUs shall not lose their recall rights if they secure other employment during the time they are on the recall list.

B. Benefits

All benefits to which MBUs were entitled at the time of their being released due to a reduction in force, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to MBUs upon their return to active employment, and MBUs shall retain their placement on the salary schedule.

C. Recall List

THE DISTRICT SHALL MAINTAIN, AS PUBLIC RECORD, A LIST OF ALL MBUS WHO HAVE RETAINED RECALL RIGHTS. THE RECALL LIST SHALL INCLUDE THE MBU'S NAME, CLASSIFICATION TITLE, CERTIFICATION, HIGHLY QUALIFIED STATUS, AND DATE OF HIRE INTO THE DISTRICT. A MBU shall remain on the recall list for ~~three (3) years~~ **AT LEAST TWO YEARS** after the effective date of layoff, **BUT NO LESS THAN WHAT IS IN ACCORDANCE WITH STATE STATUTE**, unless the MBU **waives recall rights in writing AND/OR resigns in writing to the District.**

~~1. Waives recall rights in writing;~~

~~2. Resigns in writing to the District;~~

~~3. Fails to accept a position offered consistent with this Article.~~

D. Grievances

The Association shall have the right to file a grievance for MBUs who are not recalled if it appears that their re-employment rights have been violated. The District shall provide the Association with the current list of those MBUs who have retained recall rights, along with each MBU's area(s) of certification, and the education and experience of MBUs for assignments with neither specified certification nor educational requirements, and their seniority ranking by September 15, November 15, February 15, and April 15 of each year.

15-8 RIF Protection

All MBUs hired on or before ~~July 1,~~ **AUGUST 16, 2004**, shall not be subject to a reduction in force.

ARTICLE TWENTY-TWO

CLASS SIZE/EXCEPTIONAL EDUCATION CASE LOAD

22-1 Limited Facilities

In any class in which instruction is solely or largely dependent upon the use of special equipment, machines or special work stations of a highly individualized nature, the District shall consult with the MBU of such a class to determine the optimum class size.

22-2 Maximum Class Size

A. By September 7 of each year, no regular classroom teacher in an elementary school shall be assigned more than the number of students for each grade listed except as provided in 22-2-B and 22-8 below.

K	=	26
1-3	=	29
4-6	=	30
Combination	=	27
Multi-Age Classes	=	27

B. Class size maximums in an elementary school may be exceeded by up to three (3) students when there is no additional classroom space in the school, or if all classes at a grade level are at maximum and no reasonable combination class can be formed, and exceeding the class size limit will eliminate the need to hire an additional teacher. Assignment of students that exceed the class size maximum shall be made by the principal after consideration of volunteers. Exceeding the class size limit is permissible only if the District consults with the Association prior to exceeding.

22-3 Combination Classes

A. Kindergarten classes shall be exempt from becoming combination classes.

B. A bilingual combination class may only be formed in circumstances where there are no qualified bilingual teachers available. No bilingual combination class shall be formed without the written approval of the teacher.

C. Teaching assignments for combination classes shall be made by the principal after consideration of volunteers. The assignments shall be distributed equitably.

22-4 Multi-Age Classes

Assignments to multi-age classes shall be on a voluntary basis.

22-5 Mainstreamed Students

A. Exceptional Education students who are mainstreamed for any period of time shall be counted as full time students in both the regular classroom, and the exceptional education classroom.

B. 1. One elementary student mainstreamed under either of the following conditions shall not be counted as a full-time student in the regular classroom:

- a. Mainstreamed for thirty (30) minutes a day or less; or
- b. Mainstreamed for one (1) hour or less per week.

2. Only one such student will be mainstreamed under one of the above conditions in any one classroom.

C. No student will be mainstreamed prior to a conference between the sending and receiving teacher. The administrator may attend the conference, when appropriate.

22-6 Maximum Class Sizes/Caseload for Exceptional Education Classes

A. By October 7, Exceptional Education teachers shall not be assigned more than the following number of students for each year:

PRE-SCHOOL SELF-CONTAINED	12 PER SESSION
PRE-SCHOOL INTEGRATED CLASSROOM	8 PER SESSION
Mild Cognitive Impairment Self-Contained	15
Emotional Disability Self-Contained	12
Hearing Impairment Self-Contained	12
Specific Learning Disability Self-Contained	15
Multiple Disability Self-Contained	10
Severe Cognitive Impairment Self-Contained	10
Orthopedic Impairment Self-Contained	12
Autism Spectrum Disorder (ASD) Self-Contained	11
Moderate Cognitive Impairment Self-Contained	10
Cross Categorical Primary/Intermediate Self Contained	12
Cross Categorical Service Elementary & Middle (CCSE & CCSM) (SLD/MICI/MOCI/OI/ED/OHI/TBI/ASD)	17
Cross Categorical Service High (CCSH) (SLD/MICI/MOCI/OI/ED/OHI/TBI/ASD)	22
Hearing Impairment Resource	14
Speech/Language Impairment Resource	57
Visual Impairment Resource	17
Occupational Therapy Resource	57
Physical Therapy Resource	57

B. Exceptional Education CCSE, CCSM AND CCSH caseloads may be exceeded by up to two (2) students.

C. High School Exceptional Education students' classes shall be determined at the IEP conference which shall include the department chairperson, the exceptional education teacher and the parent.

D. When combining two specific self contained categories as listed in 22-6, with the exception of cross categorical, the caseload will be 80% of the highest class ratio.

22-7 Students With a 504 Accommodation Plan

A. MBUs shall be notified in writing by the site administrator/designee of student(s) assigned to them who have been identified as students with 504 accommodation plans. Notification shall occur within five (5) days of assignment.

B. Every effort will be made to equitably distribute Students with 504 accommodation plans among all MBUs within the appropriate grade and/or subject area.

22-8 Teacher Assistant Entitlement

A. Four (4) hours of teacher assistant time per day are provided immediately upon exceeding the class size by one (1), as defined in 22-2-A.

B. Teachers of combination classes in elementary schools Grades 1 through 6 shall be provided two (2) hours of assistant time per day when the class exceeds 24 students.

C. Two (2) hours of assistant time per day shall be provided when Exceptional Education CCSE, CCSM and CCSH caseloads (as defined in 22-6-A) are exceeded by one student.

D. All bilingual classes will be provided with at least two (2) hours of assistant time per day.

E. In an elementary school, two hours of teacher assistant time shall be provided immediately when a bilingual combination class is created.

- F.** All MBUs entitled to teacher assistant time shall receive three (3) extra days of teacher assistant time in addition to the teaching days. The extra days shall be taken on the preparation days and/or the first three (3) grading days.
- G.** Teacher assistant time provided in A-F above is in addition to any other teacher assistant time.

ARTICLE TWENTY-FIVE

LEAVES OF ABSENCE WITH PAY

25-1 Sick Leave/Personal Leave

- A.
1. MBUs shall be credited with a total of twelve (12) days of sick leave at the beginning of a school year. **FOR THE 2009-2010 FISCAL YEAR ONLY, ALL MBUS WILL BE ALLOCATED ELEVEN (11) SICK/PERSONAL LEAVE DAYS.** For MBUs on extended contract, leave shall be increased according to the additional percentage of the school year worked. For part-time MBUs, leave shall be prorated according to the percentage of the school year worked based on a 7.5 hour day.
 2. Sick leave shall be accumulated without limit.
 3. MBUs shall receive written notification of their total accumulated sick leave within thirty (30) days after the opening of each school year.
 4. When on authorized sick leave, no MBU shall suffer loss of leave time or salary and benefits during calendared holidays.
 5. For bona fide reasons, the District may require a doctor's excuse after three (3) consecutive days of absence on sick leave.
- B.
1. Seven of each MBU's 12 days of annually credited sick leave may be used for the MBU's personal leave. **FOR THE 2009-2010 FISCAL YEAR ONLY, SIX OF EACH MBU'S 11 DAYS OF ANNUALLY CREDITED SICK LEAVE MAY BE USED FOR THE MBU'S PERSONAL LEAVE.** Any of these days not used by a MBU during the school year will revert to the MBU's accumulated sick leave. Personal leave days may not be taken on the day immediately prior to or after a holiday, or vacation. A MBU planning to use a personal leave day or days shall notify his or her principal at least one (1) day in advance, except in cases of emergency. For part-time MBUs or MBUs on extended contract, personal leave is prorated according to the percentage of the school year worked. Any so-called "job-action" against the District is not a valid reason for personal leave.
 2. MBUs may choose to take up to one (1) additional personal leave day per year provided that the MBU reimburses the District the daily substitute rate. The one (1) additional personal leave day may not accumulate. This day is in addition to the ~~seven (7)~~ days specified in Article 25-1-B-1.

25-2 Family Illness

Sick leave may be used by a MBU in the event of a family illness requiring his/her presence. For bona fide reasons, after two (2) consecutive days absence on sick leave the District may require a doctor's statement.

25-3 Bereavement Leave

Five (5) days of bereavement leave, plus necessary travel time, exclusive of weekends, shall be granted for death in the family. These days shall be charged to sick leave.

25-4 Religious Leave

MBUs may use personal leave for absenteeism for days of religious observation when the need for religious leave is documented. When a religious observation day occurs before or after a holiday or vacation, MBUs shall not be docked if personal leave balances are available.

25-5 Holiday Pay

MBUs shall suffer no loss of leave time or salary and benefits during calendared holidays, provided they were on pay status during any portion of their regular work day immediately preceding or succeeding the holiday.

25-6 Special Bereavement Leave

In the event of the death of a student, at least one faculty member shall be permitted to attend the funeral without loss of leave time or compensation. In the event of death of a faculty member, close friends shall be permitted to attend the funeral without loss of leave time or compensation. Furthermore, in the event of death of a faculty member, members of the same department and/or grade level within the building shall be permitted to attend the funeral without loss of leave time or compensation.

25-7 Emergency Leave

Emergency leave without reduction of pay or leave shall be granted to MBUs who are unable to avoid tardiness or absence due to weather, flood, fire, or other so-called "Acts of God."

25-8 Judicial Leave

- A. MBUs subpoenaed for jury duty or as a witness shall not suffer loss of earnings as a result of such service. An employee may choose: 1) to keep his/her jury duty or witness pay and have his/her pay docked an equal amount; or, 2) in cases where jury duty pay exceeds the employee's daily rate, he/she may use a personal leave day or be docked at his/her daily rate instead of using a jury code for those days.
- B. Employees subpoenaed for jury duty or as a witness shall submit a copy of the jury summons or subpoena to his/her immediate supervisor and inform the supervisor of his/her choice regarding jury duty pay. Absence forms shall be submitted in the pay period while serving as a juror or as a witness. No receipt need be submitted with the absence sheet if the employee chooses to take a pay dock or a personal leave day.
- C. Absences due to litigation (when a MBU is either a plaintiff or a defendant) must be charged to personal leave or personal business in accord with Article 26-3, and may be taken before or after a holiday or vacation.

25-9 Military Service

- A. A MBU shall receive pay for all days during which he/she is employed in training duty under orders with any branch of the armed forces for a period not to exceed thirty days in any two consecutive years. For purposes of this section only, the term "year" means the fiscal year of the U.S. government. (ARS-38-610).
- B. Induction into the military for an extended period of time shall not be at District expense; however, upon return, he/she shall be placed in his/her former or comparable position, in accordance with ARS 38-298, as amended 1964.

25-10 Absence Due to On-the-Job Injury

- A. In the event of absence due to on-the-job injury, the District shall pay, while accumulated sick leave lasts, the necessary amount above the monies received by the MBU from the Industrial Commission to provide for 100% income. Accumulated sick leave shall be utilized at the same percentage as the salary payments contributed by the District.
- B. When sick leave is exhausted, the MBU will be placed on an unpaid leave of absence pending release to return to work.
- C. Within four (4) weeks of return to work, a MBU may make arrangements with payroll to buy back sick leave used for an on-the-job injury.

25-11 Sabbatical Leave

- A. Any MBU entitled to a sabbatical under the State laws of Arizona may be granted a sabbatical leave for professional study or research which benefits the school program and pupils of the District.
- B. Any MBU who shall have completed seven (7) consecutive full years of satisfactory service immediately prior to the time the sabbatical leave is to commence, and who has not previously been granted a sabbatical leave of absence in the Tucson Unified School District is eligible to apply.

A MBU may be considered for a sabbatical leave even though a leave may have been granted within the last three (3) years.
- C. Applicants shall submit their proposed sabbatical program for the following school year to the sabbatical committee prior to winter vacation. Applicants shall be notified by the office of the Superintendent of the status of their application by February 15.

- D.** Sabbatical leaves may be granted by the Governing Board for any period of time, but not to exceed two (2) consecutive full semesters.

Compensation for a MBU on sabbatical leave shall be paid one-half (1/2) of the salary and fringes to which he/she is entitled by experience and education, extra assignment pay excluded.

- E.** A MBU on sabbatical leave shall be considered to be in the employ of the District and shall have a contract.
- F.** A MBU granted sabbatical leave must return to the District not later than one year after commencement of the sabbatical leave for renewal of employment for at least one year. If he/she chooses not to return, he/she shall be required to refund the amount of compensation received from the District during the sabbatical leave period.

If leave is granted, all rights of tenure, retirement, accrued leave with pay, salary increments, seniority and benefits provided by law shall be preserved and available to the applicant after the termination of the sabbatical leave period.

- G.** A sabbatical committee shall be comprised of seven (7) members, one of whom will be a representative from the Human Resources Department (who will act as chairperson) and six (6) members who will be mutually selected by the District and the Association. If the District and Association cannot reach agreement on the committee members by November 1, each party will select three (3) members. The committee shall use the following criteria when reviewing the applications:

1. Merit of the applicant's proposed program;
2. Applicant's length of service in the District;
3. Distribution from the areas of elementary, middle school and secondary.

- H.** The number of sabbatical leaves granted in any one school year shall be determined by the Board. The sabbatical committee shall make the final recommendations for selection from the list of applicants. These recommendations along with the Superintendent's recommendations, shall be submitted to the Governing Board for consideration. For the 2008-2009 school years, the Governing Board will not consider requests for sabbatical leave.

- I.** Any change in an approved sabbatical plan must be approved in advance by the Executive Director of Human Resources.

25-12 Released Time

- A.** Released time without loss of pay may be granted for MBUs to attend a District approved specific conference or convention subject to availability of funds. First consideration shall be given to MBUs on the program or holding office. Substitutes shall be provided for those MBUs granted released time.
- B.**
1. Released time forms requiring Board approval must be submitted to the immediate supervisor at least four (4) weeks prior to the scheduled date of the released time.
 2. Released time forms not requiring Board approval must be submitted to the immediate supervisor at least seven (7) days prior to the scheduled date of the released time.
 3. In cases of emergency, released time may be granted when the requests do not comply with the specified timelines.

25-13 Exchange Teaching

A one-year (1) leave of absence, with pay, may be granted to a teacher who qualifies for an exchange position.

25-14 Medical Leave Assistance Program

- A.** MBUs who have depleted their accrued sick and personal leave as a result of serious illness or injury may request access to the Medical Leave Assistance Program by submitting a form to the Benefits Coordinator asking to receive donations of sick leave from other MBUs. Serious illness or injury is defined as a "non work related" illness or injury that is anticipated to last for the continuous period of time of four or more weeks, as verified by a licensed health care practitioner.

- B.** The donor MBU may donate a maximum of five (5) sick leave days for every thirty (30) or more days of accumulated sick leave. The donor MBU will designate the donation in the name of the MBU to receive the donation.
- C.** The MBU recipient will be credited with the number of days donated, up to a maximum of one week after their projected return to work. Days donated in excess of this amount will be held in reserve and credited to the MBU only if needed. If not needed, days in excess of one week beyond the original amount requested will be restored to the donor(s). Days of leave, not the actual wage of the donor MBU, will be donated.
- D.** No MBU shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term disability coverage.

ARTICLE TWENTY-NINE

EXTRA DUTY PAY SCHEDULE/ADDED DUTY

29-1 High School EXTRA DUTY

- A. The pay for extra duty will be distributed equally over the period of the assignment.
- B. If during the course of the extra duty assignment the activity is discontinued, the obligation to continue the stipend shall cease.
- C. Extra Duty assignments are not issued pursuant to the Arizona tenure law. However, termination of an extra duty assignment shall be in accordance with District policies and the terms of the Consensus Agreement.
 - 1. All duties of the extra duty assignment shall be performed for the duration of the assignment.
 - 2. These duties and the consideration for them set forth below, are separate and distinct from any other contractual obligations between MBU and District, and are in addition to those other duties.
 - 3. **Non-Renewal/Dismissal** (*Moved from 29-6.*)
No MBU shall be non-renewed or dismissed from an extra duty position without just cause for those extra duties listed in 29-1 E, F, and H; 29-2 E, F and G; and 29-4 A and B, with the following exception:

Effective July 1, 2001, newly offered extra duty assignments shall not be subject to the protections afforded through Article 16 of the Consensus Agreement. Each extra duty assignment performed by a MBU shall be on a probationary basis, not to exceed three years. The probationary period may be extended by mutual agreement between the District and the MBU.

- D.
 - 1. Any MBU performing ~~any of~~ the following extra duties shall be paid **NO LESS THAN** the **2008-2009** salary listed below. ~~If more than one MBU at a site performs any of the listed extra duties, each person shall be paid the salary listed below.~~ **BEGINNING WITH THE 2011-2012 SCHOOL YEAR, THE EXTRA DUTY SALARY SCHEDULE SHALL INCREASE AT TWO YEAR INTERVALS. THE INCREASE SHALL REFLECT THE SAME PERCENTAGE AMOUNT AS NEGOTIATED FOR CERTIFIED STAFF.** No person will perform any of the extra duty assignments without his/her consent and the written consent of the site administrator.
 - 2. The stipend for extra duty is determined by multiplying the index **RATE** by the MBU's placement level ~~salary found~~ on the extra duty schedule (~~29-7~~ **29-8**). **INITIAL PLACEMENT WILL BE DETERMINED IN ACCORDANCE WITH THE POLICY AS WRITTEN IN THE TUSD MIDDLE AND HIGH SCHOOL INTERSCHOLASTIC HANDBOOKS.** In no event will the placement level salary be less than the salary used to calculate the MBU's extra duty pay the previous year.

E. EXTRA DUTY	INDEX
Sports	
Basketball	.13
Football	.13
Baseball	.11
Softball	.11
Track	.11
Wrestling	.11
Soccer	.11
Spirit Line	.09

Volleyball	.11
Swimming	.10
Tennis	.10
Cross Country (boys/girls)	.10
Golf	.10
Assistant Coach	.09

None of the above shall be provided as a regularly scheduled class during the school day. (Moved to 29-4-C.)

F. EXTRA DUTY INDEX

<u>Service</u>	
Manager of Interscholastic Activities	.15
Department Chairperson (66+)	.10
Department Chairperson (31-65 classes)	.08
Intramural (full time)	.11
Student Council	.07
Newspaper	.07
Yearbook	.07
Department Chairperson (16-30 classes)	.07
Debate/Speech	.06
Head Librarian	.05
Department Chairperson (10-15 classes)	.05
Class Sponsor	.04

G. All high school department chairs shall be granted either one period to conduct departmental business or the stipend pay listed above. All high school newspaper and yearbook sponsors shall be provided a regularly scheduled class for each extra duty assignment. Managers of Interscholastic Activities will either be relieved of teaching duties for one period a day to conduct interscholastic activities or receive the stipend pay listed above. (Moved to 29-4-D.)

H. Fine Arts

Band/Drill	.09
Dramatics	.07
Dance	.05
Orchestra	.05
Vocal Music	.05

I. All Fine Arts teachers shall be provided regularly scheduled classes in which to implement the prescribed curriculum in each of the areas listed above. The indicated stipend is compensation for supervision of their curricular/extra-curricular extra duty activities beyond the normal working day. (Moved to 29-4-E.)

J. Travel (Moved to 29-1-E.)

District Required Travel _____ Shall be reimbursed at the rate established by the Arizona Uniform System of Financial Records (USFR).

District required travel does not include mileage pay for MBUs (whose extra duty is at a different school than their position assignment) to travel to the extra duty job site.

K. Student Supervision (Moved to 29-7-A.)

Any MBU who volunteers to perform the following extra duties shall be paid as listed below:

1. Loss of planning period	\$20.00 per period
2. Student supervision outside the normal work day	\$10.00 per hour
3. Behind the Wheel driver training	\$10.00 per hour
4. Lunch Room Duty	\$10.00 per hour
5. Bus Duty	\$10.00 per hour
6. Playground Supervision	\$10.00 per hour

L. Acting Administrators in Schools and Alternative Programs (Moved to 29-7-C.)

Acting administrators (teachers) are to receive their regular teacher's salary, a substitute if acting for the building administrator for one half (1/2) day or more, plus up to five (5) compensatory days time for time served in this capacity.

~~M. — MBUs who volunteer to teach an additional class beyond their regular assignment shall be compensated at their hourly rate, based on the MBU's per diem for each day the MBU teaches the additional class. (Moved to 29-7-D.)~~

~~29-2 Middle School (Most moved to 29-1.)~~

~~A. — The pay for extra duty will be distributed equally over the period of the assignment.~~

~~B. — If during the course of the extra duty assignment the activity is discontinued, the obligation to continue the stipend shall cease.~~

~~C. — Extra Duty assignments are not issued pursuant to the Arizona tenure law. However, termination of an extra duty assignment shall be in accordance with District policies and the terms of the Consensus Agreement.~~

~~1. — All duties of the extra duty assignment shall be performed for the duration of the assignment.~~

~~2. — These duties and the consideration for them set forth below, are separate and distinct from any other contractual obligations between MBU and District, and are in addition to those other duties.~~

~~D. — 1. — Any MBU performing any of the following extra duties shall be paid the salary listed below. If more than one MBU at a site performs any of the listed extra duties, each person shall be paid the salary listed below. No person will perform any of the extra duty assignments without his/her consent and the written consent of the site administrator.~~

~~2. — The stipend for extra duty is determined by multiplying the index by the MBU's placement level salary found on the extra duty schedule (29-7). In no event will the placement level salary be less than the salary used to calculate the MBU's extra duty pay the previous year.~~

~~E. — **EXTRA DUTY** **INDEX**~~

~~Sports~~

~~Basketball _____ .045~~

~~Intramural (full time) _____ .06~~

~~Track _____ .045~~

~~Volleyball _____ .045~~

~~Soccer _____ .045~~

~~F. — Service~~

~~Student Council _____ .04~~

~~Audio Visual _____ .04~~

~~Song leader/Cheerleader _____ .03~~

~~Newspaper _____ .03~~

~~Yearbook _____ .03~~

~~G. — Fine Arts~~

~~Vocal Music _____ .03~~

~~Band _____ .03~~

~~Orchestra _____ .03~~

~~Drama _____ .03~~

~~H. — All Fine Arts teachers shall be provided regularly scheduled classes in which to implement the prescribed curriculum in each of the areas listed above. The indicated stipend is compensation for supervision of their curricular/extra-curricular extra duty activities beyond the normal working day. (Moved to 29-5-C.)~~

~~I. — Travel (Moved to 29-1-E.)~~

~~District Required Travel _____ Shall be reimbursed at the rate established by the Arizona Uniform System of Financial Records (USFR).—~~

~~District required travel does not include mileage pay for MBUs (whose extra duty is at a different school than their position assignment) to travel to the extra duty job site.~~

~~J. — Student Supervision (Moved to 29-7-A.)~~

~~Any MBU who volunteers to perform the following extra duties shall be paid as listed below:~~

~~1. — Loss of planning period _____ \$20.00 per period~~

~~2. — Student supervision outside the normal work day _____ \$10.00 per hour~~

~~3. — Lunch Room Duty _____ \$10.00 per hour~~

~~4. — Bus Duty _____ \$10.00 per hour~~

~~5. — Playground Supervision _____ \$10.00 per hour~~

~~K. — **Acting Administrators in Schools and Alternative Programs** (Moved to 29-7-C.)~~

~~Acting administrators (teachers) are to receive their regular teacher's salary, a substitute if acting for the building administrator for one half (1/2) day or more, plus up to five (5) compensatory days time for time served in this capacity.~~

- ~~L. MBUs who volunteer to teach an additional class beyond their regular assignment shall be compensated at their hourly rate, based on the MBU's per diem for each day the MBU teaches the additional class.
(Moved to 29-7-D.)~~

29-3 Elementary School

- ~~A. Any MBU performing the following extra duties shall be paid the rate listed below for the number of hours that the site principal determines are available and necessary for the extra duty to be accomplished. If more than one MBU at a site performs any of the listed extra duties, each person shall be paid the salary listed below. No person will perform any of the extra duty assignments without his/her consent and the written consent of the site administrator.~~

Safety Patrol	_____	\$13.00/hour
Vocal Music	_____	\$13.00/hour
Student Council	_____	\$13.00/hour

~~(Moved to 29-7-B.)~~

- ~~B. Travel (Moved to 29-1-E.)
District Required Travel _____ Shall be reimbursed at the rate established by the Arizona Uniform System of Financial Records (USFR).~~

~~District required travel does not include mileage pay for MBUs (whose extra duty is at a different school than their position assignment) to travel to the extra duty job site.~~

- ~~C. Student Supervision (Moved to 29-7-A.)
Any MBU who volunteers for or is assigned to perform the following supervisory duties shall be paid as listed below:~~

1. Loss of planning period	_____	\$20.00 per period
2. Student supervision outside the normal work day	_____	\$10.00 per hour
3. Lunch Room Duty	_____	\$10.00 per hour
4. Bus Duty	_____	\$10.00 per hour
5. Playground Supervision	_____	\$10.00 per hour

~~A MBU will be "assigned" to supervisory duties only in the event of an emergency when there is no monitor available to perform the duties and no MBU volunteers.~~

- ~~D. Acting Administrators (Moved to 29-7-C.)
Acting administrators (teachers) are to receive their regular teacher's salary, a substitute if acting for the building administrator for one half (1/2) day or more, plus up to five (5) compensatory days time for time served in this capacity.~~

- ~~E. Travel (Moved from 29-1-J, 29-2-I, 29-3-B.)
District Required Travel _____ Shall be reimbursed at the rate established by the Arizona Uniform System of Financial Records (USFR).~~

~~District required travel does not include mileage pay for MBUs (whose extra duty is at a different school than their position assignment) to travel to the extra duty job site.~~

29-2 COACHING EXPECTATIONS

- A. COACHES MAY NOT RECEIVE MORE THAN ONE STIPEND SIMULTANEOUSLY IN ANY ONE SEASON.**
- B. COACHES MAY BE RELEASED FOR ATHLETIC COMPETITIONS (GAMES) AND/OR TRAVEL TO AWAY GAMES DURING WEDNESDAY STAFF DEVELOPMENT ACTIVITIES. TRAVEL IS DEFINED AS BEING PRESENT WITH THE ATHLETIC TEAM TO A DIFFERENT SITE FOR COMPETITION.**

- C. A COACH CANNOT ACCEPT A POSITION WHERE TWO SPORTS SEASONS OVERLAP MORE THAN TWO WEEKS. RARE EXCEPTIONS MAY BE GRANTED FOR POST SEASON PLAY. NO EXCEPTION WILL BE GRANTED WHEN ANY ONE SEASON OVERLAPS INTO A MIDDLE SCHOOL SPORTS SEASON BASED ON THE SEASON CALENDAR.

29-3 CONTRACT COMPLETION

UPON COMPLETION OF EACH SEASON, THE COACH WILL MEET WITH HIS/HER IMMEDIATE SUPERVISOR WITHIN FIFTEEN (15) DAYS TO FINALIZE THE EVALUATION. DURING THIS MEETING THE COACH WILL BE REQUIRED TO TURN IN ALL KEYS, EQUIPMENT AND COMPLETE ALL SEASON ENDING PAPERWORK.

29-4 High School

A. SALARY INDEX

EXTRA DUTY POSITIONS ARE LISTED ACCORDING TO GRADE. THE APPROPRIATE INDEX IS PLACED NEXT TO THE GRADE LEVEL, UNLESS OTHERWISE NOTED NEXT TO THE POSITION.

B. GRADES FOR EXTRA DUTY

GRADE 1 (.05)

Choir/Vocal

Class Sponsor (.04)

Dance

Debate/Speech (.06)

Department Chairperson (10-25 Classes)

Head Librarian

Orchestra

Special Olympics Assistant Coach

GRADE 2 (.07)

Department Chairperson (26-50 Classes)

Newspaper

Special Olympics Head Coach

Student Council

Theater

Yearbook

GRADE 3 (.08)

Department Chairperson (51+ Classes)

NATIONAL BOARD CERTIFICATION MENTOR/TRAINER/FACILITATOR (*Originally 29-5.*)

GRADE 4 (.09)

Assistant Baseball

Assistant Basketball

Assistant Soccer

Assistant Softball

Assistant Track

Assistant Volleyball

Assistant Wrestling

Band/Drill/Color Guard

ASSISTANT SWIM COACH

GRADE 5 (.10)

**Assistant Football
Head Cross Country
Head Diving
Head Golf
Head Swim
Head Tennis**

GRADE 6 (.11)

**Head Baseball
Head Basketball (.13)
Head Soccer
Head Softball
Head Track
Head Volleyball
Head Wrestling
Intramural**

GRADE 7 (.13)

**Head Football
Spirit Line (.09)**

GRADE 8 (.15)

Manager of Interscholastic Activities

- C. **None of the above shall be provided as a regularly scheduled class during the school day. (*Moved from 29-1-E.*)**
- D. **All high school department chairs shall be granted either one period to conduct departmental business or the stipend pay listed above. All high school newspaper and yearbook sponsors shall be provided a regularly scheduled class for each extra duty assignment. Managers of Interscholastic Activities will be relieved of teaching duties for two periods a day to conduct interscholastic activities and receive the stipend pay listed above. (*Moved from 29-1-G.*)**
- E. **All Fine Arts teachers shall be provided regularly scheduled classes in which to implement the prescribed curriculum in each of the areas listed above. The indicated stipend is compensation for supervision of their curricular/extra curricular extra duty activities beyond the normal working day. (*Moved from 29-1-H.*)**

29-5 Middle School

A. SALARY INDEX

EXTRA DUTY POSITIONS ARE LISTED ACCORDING TO GRADE. THE APPROPRIATE INDEX IS PLACED NEXT TO THE GRADE LEVEL, UNLESS OTHERWISE NOTED NEXT TO THE POSITION.

- B. GRADES FOR EXTRA DUTY**
GRADE 1 (.03)
 Audio/Visual
 Band
 Drama
 Newspaper
 Orchestra
 Special Olympics Assistant Coach
 Student Council (.04)
 Vocal/Choir
 Yearbook

- GRADE 2 (.045)**
 Head Basketball
 Head Soccer
 Head Track
 Head Volleyball
 Intramural (.06)
 Special Olympics Head Coach

- C. All Fine Arts teachers shall be provided regularly scheduled classes in which to implement the prescribed curriculum in each of the areas listed above. The indicated stipend is compensation for supervision of their curricular/extra curricular extra duty activities beyond the normal working day. (Moved from 29-2-H.)**

29-6 National Board Certified Mentor/Trainer/Facilitator

- ~~A.~~ MBUs who hold a certificate from the National Board of Professional Teaching Standards shall be entitled to serve in the capacity of a TUSD/TEA mentor/trainer/facilitator for a period of one year. This year must have been within two years of the MBU becoming eligible. Participation beyond this one year period is at the District's discretion.
- ~~B.~~ The extra duty stipend for service as a mentor/trainer/facilitator will be .08. (Moved to 29-4-B.)
- ~~C.~~ The stipend for extra duty is determined by multiplying the index by the MBU's placement level found on the extra duty salary schedule (29-7).

29-7 ADDED DUTY

- A. Student Supervision**
 Any MBU who volunteers to perform the following extra ADDED duties shall be paid as listed below:

- | | |
|--|--------------------|
| 1. Loss of planning period TIME | \$20.00 \$25.00 |
| | per period OR HOUR |
| 2. Student supervision outside the normal work day | \$10.00 per hour |
| 3. Behind-the-Wheel driver training | \$10.00 per hour |
| 4. Lunch Room Duty | \$10.00 per hour |
| 5. Bus Duty | \$10.00 per hour |
| 6. Playground Supervision | \$10.00 per hour |

A MBU will be "assigned" to supervisory duties only in the event of an emergency when there is no monitor available to perform the duties and no MBU volunteers. (Moved from 29-1-K, 29-2-J, and 29-3-C.)

B. Elementary School

Any MBU performing the following added duties shall be paid the rate listed below for the number of hours that the site principal determines are available and necessary for the added duty to be accomplished. No person will perform any of the extra ADDED duty assignments without his/her consent and the written consent of the site administrator.

Safety Patrol	\$13.00/hour
Vocal Music	\$13.00/hour
Student Council	\$13.00/hour

(Moved from 29-3-A.)

C. Acting Administrators in Schools and Alternative Programs

Acting administrators (teachers) are to receive their regular teacher's salary, a substitute if acting for the building administrator for one-half (1/2) day or more, plus up to five (5) compensatory days time for time served in this capacity. *(Moved from 29-1-L, 29-2-K, and 29-3-D.)*

D. MBUs who volunteer to teach an additional class beyond their regular assignment shall be compensated at their hourly rate, based on the MBU's per diem for each day the MBU teaches the additional class. *(Moved from 29-1-M and 29-2-L.)*

E. EXCEPTIONAL EDUCATION ADDED DUTY

- BEGINNING WITH THE FIRST QUARTER OF THE YEAR, EXCEPTIONAL EDUCATION MBUS WHO ARE ASSIGNED MORE IEP/STUDENTS BEYOND THOSE STATED IN ARTICLES 22-6-A FOR SELF-CONTAINED OR 22-6-B FOR CCSE, CCSM, CCSH, SHALL BE COMPENSATED AT THE RATE OF \$250 PER IEP/STUDENT PER QUARTER. (FOR THE NON-SELF-CONTAINED TEACHERS, ADDED DUTY WILL BEGIN WITH THE THIRD STUDENT, OR AFTER THE FIRST STUDENT IF NO TEACHING ASSISTANT HAS BEEN HIRED.)**
- SAID COMPENSATION WILL BE PROVIDED IF THE CASELOAD IS EXCEEDED FOR MORE THAN 50% OF THE QUARTER OR THE EXCEEDED IEPs WERE COMPLETED WITHIN THAT QUARTER. PROOF OF IEP COMPLETION MUST BE VERIFIABLE THROUGH THE DISTRICT'S COMPLIANCE SYSTEM. NO MORE THAN ONE MBU SHALL BE PAID THE ADDED DUTY FOR THE SAME STUDENT(S) PER QUARTER UNDER THIS PROVISION. THE ADDED DUTY WILL BE PAID AFTER THE END OF THE QUARTER. EVERY EFFORT SHALL BE MADE TO AVOID EXCEEDING EXCEPTIONAL EDUCATION CLASS SIZES/CASELOADS.**

29-8 — Extra Duty Stipend

For the 2008-2009 School year, there will be a one time stipend distributed to all affected MBUs on the extra duty pay schedule. The stipend amount will be determined based on their index as illustrated in the chart below.

Index	Fixed Amount
0.03	\$60
0.04	\$80
0.045	\$90
0.05	\$100
0.06	\$120
0.07	\$140
0.08	\$160
0.09	\$180
0.10	\$200
0.11	\$220
0.13	\$260
0.15	\$300

29-8 Extra Duty Salary Schedule

MBUs on placement levels beyond those listed below will be paid according to the maximum level of the appropriate Extra Duty schedule.

~~Continuing employees will be placed on the extra duty Pay Schedule in the same manner as they have for the 2003-04 school year. New employees will be placed according to the highest degree obtained and at the beginning step.~~

~~This calculation will be in effect for the entire length of the employee's contract, versus just the school year days. Employees hired during the school year will have their salary/contract prorated.~~

Level	BA Extra Duty	<i>Level</i>	MA/PhD Extra Duty
1	21,109	1	21,944
1.5	21,109	1.5	22,770
2	21,944	2	23,055
2.5	22,493	2.5	23,340
3	23,055	3	24,223
3.5	23,632	3.5	24,829
4	24,223	4	25,449
4.5	24,522	4.5	26,407
5	24,829	5	27,068
5.5	25,449	5.5	27,745
6	26,407	6	28,439
6.5	27,068	6.5	29,150
7	27,745	7	30,253
7.5	28,439	7.5	31,009
8	29,150	8	31,392
8.5	30,253	8.5	31,714
9	31,009	9	32,177
9.5	31,392	9.5	32,981
10	32,177	10	33,805
10.5	32,981	10.5	34,228
11	33,805	11	34,650
11.5	34,228		
12	34,650		

~~**29-9** A Joint Committee will be formed to review article 29 and make recommendations to the TEA and TUSD bargaining teams no later than November 1, 2008.~~

ARTICLE THIRTY

SALARY

30-1 Salaries

- A. The salary schedule for the ~~2008-2009~~ 2009-2010 school year shall be effective July 1 as specified in Article 30-9. ~~If there are additional attrition and vacancy savings and other budget adjustments over the adopted 2008-2009 TUSD budget, then beginning the week of December 1, 2008, representatives from the TEA and TUSD bargaining teams will meet to negotiate in good faith any increase in compensation for the 2008-2009 school year.~~
~~For 2008-2009, the certified bargaining unit will not receive any less of a percentage increase in overall unit cost than that received by any other employee groups.~~

IF THE PROJECTED TUSD DEFICIT FOR FISCAL YEAR 2009-2010 EXCEEDS \$46 MILLION OR IS LESS THAN \$25 MILLION, THEN THE TEA AND TUSD BARGAINING TEAMS AGREE TO MEET TO CONSIDER ALTERNATIVES, WHICH CAN INCLUDE DISCUSSIONS IN TUSD PARTNERSHIP MEETINGS.

- B. The salary schedule will not reflect compensation attained through advanced degrees, professional development, or district service stipend.
- C. TUSD shall continue the practice of discussing special compensation issues with the Association. An example includes incentives for MBUs at those schools under improvement due to state or federal labels.

30-2 Schedule Placement - Newly Employed MBUs:

- A. Newly employed MBUs shall be placed on the salary schedule at a number reflecting up to a \$500 credit on the salary schedule for each full year of full-time previous experience. Acceptable experience is limited to that gained within the last ten (10) years. Experience prior to earning a Bachelor's Degree and certification shall not be credited to an employee for salary purposes.
- B.
1. Newly employed MBUs shall be given credit for teaching experience in the Peace Corps, overseas, in private and public schools, and in accredited junior colleges or universities.
 2. Vocational teachers with degrees shall also be allowed credit for approved work experience in their teaching fields.
 3. Social workers shall receive credit for experience gained prior to meeting minimum certification requirements (Master's Degree) but subsequent to receipt of Bachelor's Degree.
 4. Experience credit for noncertified MBUs must be subsequent to the MBU's holding the appropriate credentials for the position.
- C. TUSD reserves the right to evaluate previous teaching and work experience.

30-3 Salary Level Placement and Advancement:

- A. There will be no salary cell advancement in the school year.
- B. **Degree Compensation:**
1. MBUs completing requirements for a MA degree or a Ph.D. must submit transcripts reflecting the awarding of said degree no later than November 1 of each school year following the issuance of the degree. Requirements for said degree must be completed prior to the start of the contract year.
 2.
 - a. MBUs who currently receive a masters degree stipend or attain a masters degree (or equivalent for OT/PTs) will earn an additional \$2000 in compensation above their placement on the salary schedule.
 - b. MBUs who currently receive a doctorate degree stipend or attain a doctorate will earn an additional \$3000 in compensation above their placement on the salary schedule.

3. Occupational Therapists/Physical Therapists:

Occupational and Physical Therapists may count all continuing education unit (CEU) credits received within the last ten years for additional degree compensation equivalent to the masters degree stipend when 32 CEUs above a bachelor’s degree have been credited.

4. Contracts reflecting salary changes for degree advancement shall be up-dated and re-issued to MBUs within thirty (30) days of submission to the District.

C. Professional Development

Refer to Article 19 for specific provisions of the professional development program.

30-4 District Service Stipend

Beginning July 1 of each school year all MBUs who meet the required consecutive years of service to the District will receive the compensation listed below in addition to their base salary and any degree compensation. The District service stipend will be added to the MBU’s annual salary. The compensation stated below will begin during the 6th, 11th, 21st and 31st consecutive year of service to TUSD.

<u>Consecutive Years of Service</u>	<u>Amount</u>
6-10	\$1,000
11-20	\$1,100
21-30	\$1,250
31 and more	\$1,500

30-5 Pay Plan Procedure

MBUs have the option of selecting one (1) of three (3) pay plans:

- A. Every other Friday during the school year -- twenty (20) equal checks.
- B. Twenty-six (26) checks--twenty (20) to be paid every other Friday during the school year and the remainder paid in a lump sum on the normal bi-weekly payday of the pay period encompassing the last day of school. This option is only available to the MBUs employed as of the first contract date of the school year.
- C. Twenty-six (26) checks to be paid every other Friday. During summer vacation checks are to be mailed to the MBU's summer address. This option is only available to MBUs employed as of the first contract date of the school year.

30-6 Extended Contracts

- A. In the event the number of days in a MBU's contract is extended, that MBU shall be paid at the daily rate of 1/207 of his/her scheduled salary per additional day. MBUs on an extended contract shall receive all holidays and benefits received by MBUs during the school year.
- B. All counselors shall have five (5) additional days added to their school year. These days shall be applied toward five (5) days compensatory time during the regular school year.

30-7 Partial Contracts

MBUs employed less than full time shall be paid pro rata salary and benefits. Part-time classroom MBUs shall be paid salary and benefits in accordance with the number of classes taught (1/5, 2/5, 1/2, 3/5 or 4/5). Non-classroom part-time teachers shall be paid salary and benefits in accordance with the pro-ration of the normal workday employed.

30-8 Classroom Site Fund

- A. As the result of passage of HB 1007, the TEA and TUSD Joint 301/Classroom Site Fund Committee will review and if necessary, revise the plan for performance-based compensation (PBC), will review the utilization of the site menu monies annually, and will address issues and concerns regarding implementation of the plan. This plan outlines the process by which the PBC is implemented and monies are awarded to individuals and sites.
- B. MBUs shall be provided copies of the annual PBC plan by May 1 for the subsequent year.

- C.** The TEA/TUSD Classroom Site Fund Committee shall be appointed annually by each party in equal numbers.
- D.** The TEA/TUSD Classroom Site Fund Committee shall design and recommend to the TUSD Superintendent and TEA Executive Director an appeals process for resolution of disputes arising out of this plan.
- E.** All Proposition 301/Classroom Site Fund increases anticipated by this provision are contingent upon receipt of funding or legislative authorization to expend. Any increase realized during the term of this agreement may be decreased for subsequent years if the level of funding received by the District or if expenditures authorized by the legislature for these components of Proposition 301/Classroom Site Fund are not maintained or are decreased, or if the MBU does not qualify or successfully participate in a plan implementing the component.

30-9 Salary Schedule for July 1, 2008 2009 through June 30, 2009 2010

SALARY		SALARY
32,960		53,045
33,346		53,560
33,733		54,075
34,119		54,590
34,505		55,105
35,020		55,620
35,535		56,135
36,050		56,650
36,565		57,165
37,080		57,680
37,595		58,195
38,110		58,710
38,625		59,225
39,140		59,740
39,655		60,255
40,170		60,770
40,685		61,285
41,200		61,800
41,715		62,315
42,230		62,830
42,745		63,345
43,260		63,860
43,775		64,375
44,290		64,890
44,805		65,405
45,320		65,920
45,835		66,435
46,350		66,950
46,865		67,465
47,380		67,980
47,895		68,495
48,410		69,010
48,925		69,525
49,440		70,040
49,955		70,555
50,470		71,070
50,985		71,585
51,500		72,100
52,015		72,615
52,530		73,130
		73,645

ARTICLE THIRTY-TWO

CONTRACTS

32-1 Certificated Member of the Bargaining Unit Contracts

Each certificated teacher as defined by Arizona State Law employed by Tucson Unified School District shall be issued the following contract, with the exception of those MBUs defined in Article 1-42. **THE TEA PRESIDENT/DESIGNEE MAY REVIEW FOR ACCURACY THE ANNUAL EMPLOYMENT CONTRACTS PRIOR TO THEIR DISTRIBUTION.**

TUCSON UNIFIED SCHOOL DISTRICT
Tucson, Arizona
CONTRACT

_____ being appointed hereby to perform duties in a certificated position in the Tucson Unified School District for the school year, effective _____, hereby agrees to perform faithfully all duties assigned according to law and the rules legally established for the government and operation of the schools including, but not limited to, those outlined in the following four paragraphs. Failure to meet stated requirements could constitute grounds for dismissal, subject to all statutory and District regulations governing dismissals.

This Contract is expressly conditioned upon the Teacher's holding (or having filed an application and completed all of the requirements for) a valid Provisional or Standard Teaching Certificate with appropriate endorsement(s) or approved areas issued by the Arizona Department of Education on or before the first duty day of the 2008-2009 school year.

If the Teacher's teaching certificate is scheduled to expire during the term of this Contract, Teacher agrees to renew such certificate and provide proof to the District of such at least sixty (60) days prior to the date Teacher's teaching certificate is scheduled to expire.

This Contract is expressly conditioned on the Teacher holding (or having filed an application for) and maintaining during the entire term of this contract a valid fingerprint card issued pursuant to A.R.S. §41-1758 and 15-534.

This Contract is expressly conditioned on the Teacher taking necessary steps to obtain SEI endorsement. Pending full SEI endorsement, the Teacher must comply with the requirements for the provisional SEI Endorsement. NOTE: The Teacher must complete the requirements for a full SEI endorsement by August 2009.

BASE SALARY: In consideration of said services, satisfactorily performed, the Governing Board, on behalf of the School District, agrees to pay the above named individual a base salary in the amount of no less than \$ _____, plus \$ _____ for advanced degree compensation, plus \$ _____ for District Service Stipend, for a total contract amount of \$ _____ for the term of this contract.

SHOULD CONTRACT NEGOTIATIONS NOT BE COMPLETED PRIOR TO THE START OF THE NEW FISCAL YEAR, THE SALARY SET FORTH IN THIS CONTRACT WILL BE BASED ON THE CURRENT SALARY SCHEDULE AND IS SUBJECT TO CHANGE PENDING NEGOTIATIONS.

In case of termination of this contract before the expiration thereof, the total amount to be received under this contract shall be determined by the ratio the number of days of service bears to the total number of days listed in the school calendar for that year. In case of employment after the school year has started, the remuneration for the balance of the year shall be determined by the ratio the number of remaining school calendar days bears to the total number of days listed in the school calendar for that year.

SHOULD THE EMPLOYEE TERMINATE THIS CONTRACT WITHOUT BOARD APPROVAL AT ANY TIME BEFORE OR DURING THE TERM OF THE CONTRACT, THE ABOVE NAMED INDIVIDUAL WILL BE REQUIRED TO PAY THE DISTRICT A TOTAL AMOUNT OF FIVE PERCENT (5%) AS LIQUIDATED DAMAGES.

PERFORMANCE PAY: A teacher may qualify to be paid Performance Pay monies pursuant to the Performance Pay policy adopted by the TUSD Governing Board. The District's performance pay policy shall distribute among District teachers

who qualify for such payments, the monies received by the District pursuant to, and as a result of, Classroom Site Fund that are required to be allocated for teacher compensation based on performance. If the MBU qualifies to be paid performance pay, pursuant to the District's performance pay policy, the method and timing of payment of such monies, and the amount of any such performance pay shall be as specified in the Performance Pay Policy. Any performance pay policy earned by the MBU shall be in addition to the monies earned by the MBU as base salary.

All Classroom Site Fund increases anticipated by this contract are contingent upon receipt of funding or legislative authorization to expend. Any increase realized for a given year may be decreased for subsequent years if the level of funding received by the District or if expenditures authorized by the legislature for these components of Classroom Site Fund are not maintained or are decreased, or if the teacher does not qualify or successfully participate in a plan implementing the component.

I hereby accept this appointment subject to the provisions listed above. I understand that failure to return this contract to the Human Resources Department within thirty (30) days properly signed will void this offer of employment.

Teacher

Approved at a legally convened meeting of the Governing Board, Tucson Unified School District,
Pima County, Arizona, held on: _____.

Superintendent of Schools

32-2 Non-certificated Member of the Bargaining Unit Contracts

Each member of this bargaining unit who is not a certificated teacher as defined by Arizona State law, shall be issued the following contract, with the exception of those defined in Article 1-42.

**TUCSON UNIFIED SCHOOL DISTRICT
Tucson, Arizona
CONTRACT**

_____, being appointed hereby to perform duties as a _____ in the Tucson Unified School District effective _____, hereby agrees to faithfully perform all duties assigned according to law and rules legally established for the government and operation of the schools. Failure to meet stated requirements could constitute grounds for dismissal, subject to all statutory and District regulations governing dismissals.

This Contract is expressly conditioned upon the Employee holding (or having filed an application and completed all of the requirements for) certification or licensure appropriate to the position held. Failure to meet stated requirements could constitute grounds for dismissal, subject to all statutory and District regulations governing dismissal.

This Contract is expressly conditioned on the Employee holding (or having filed an application for) and maintaining during the entire term of this contract a valid fingerprint card issued pursuant to A.R.S. §41-1758 and 15-534 as required.

BASE SALARY: In consideration of said services, satisfactorily performed, the Governing Board, on behalf of the School District, agrees to pay the above named individual a base salary in the amount of \$_____, plus \$_____ for advanced degree compensation, plus \$_____ for District Service Stipend, for a total contract amount of \$_____ for the term of this contract.

SHOULD CONTRACT NEGOTIATIONS NOT BE COMPLETED PRIOR TO THE START OF THE NEW FISCAL YEAR, THE SALARY SET FORTH IN THIS CONTRACT WILL BE BASED ON THE CURRENT SALARY SCHEDULE AND IS SUBJECT TO CHANGE PENDING NEGOTIATIONS.

In case of termination of this contract before the expiration thereof, the total amount to be received under this contract shall be determined by the ratio the number of days of service bears to the total number of days listed in

the school calendar for that year. In case of employment after the school year has started, the remuneration for the balance of the year shall be determined by the ratio the number of remaining school calendar days bears to the total number of days listed in the school calendar for that year.

SHOULD THE EMPLOYEE TERMINATE THIS CONTRACT WITHOUT BOARD APPROVAL AT ANY TIME BEFORE OR DURING THE TERM OF THE CONTRACT, THE ABOVE NAMED INDIVIDUAL WILL BE REQUIRED TO PAY THE DISTRICT A TOTAL AMOUNT OF FIVE PERCENT (5%) AS LIQUIDATED DAMAGES.

Employee and District agree that this Agreement does not come within and is not issued pursuant to the Arizona tenure law. However, termination of this contract shall be in accordance with District policies and the terms of the Consensus Agreement.

I hereby accept this appointment subject to the provisions listed above. I understand that failure to return this contract to the Human Resources Department within thirty (30) days properly signed will void this offer of employment.

Employee

Approved at a legally convened meeting of the Governing Board, Tucson Unified School District, Pima County, Arizona, held on _____.

Superintendent of Schools

32-3 Temporary Contracts

- A.** The District shall employ MBUs on a temporary contract if selected to fill vacancies advertised after Labor Day and/or a MBU selected to fill a vacancy for a position of 3/5 or less.
- B.** Temporary contract MBUs are hired for the remainder of the school year only. With the exception of those temporary contract MBUs issued a letter of intent to re-employ for the following school year prior to March 15, temporary contract MBUs are guaranteed neither employment, nor given the status of a MBU (for purposes of Article 7 and Article 8) for subsequent school years. The decision as to the issuance of a letter of intent to re-employ for the following school year is left to the sole discretion of the District. Temporary Contract MBUs shall be placed on the salary schedule and shall receive all fringe benefits.
- B.** Temporary contract MBUs issued a letter of intent to re-employ for the following school year prior to March 15 shall continue in their assignments as MBUs, in accord with Articles 6, 7 and 8.
- C.** Temporary contract MBUs re-employed on or before the contract start date of the following school year shall:
 - 1.** have their original temporary contract start date with the Tucson Unified School District reinstated as their seniority date.
 - 2.** have any unused personal/sick leave balances restored as sick leave.
 - 3.** be reimbursed for any COBRA costs incurred.
- D.** Temporary contract MBUs shall be considered members of the bargaining unit (MBUs) during the term of their contract, and are covered by the provisions of this Agreement.

32-4 Certificated Teacher Temporary Contracts

Each certificated teacher as defined by Arizona State Law employed by Tucson Unified School District, and as defined in Article 1-42 of the Consensus Agreement, shall be issued the following contract:

TUCSON UNIFIED SCHOOL DISTRICT
Tucson, Arizona
CONTRACT

_____ being appointed hereby to perform duties in a certificated position in the Tucson Unified School District for the school year, effective _____, hereby agrees to perform faithfully all duties assigned according to law and the rules legally established for the government and operation of the schools. Failure to meet stated requirements could constitute grounds for dismissal, subject to all statutory and District regulations governing dismissals.

The above named individual acknowledges that he/she is employed for the remainder of the school year only, and acknowledges that he/she is not entitled to have his/her contract renewed. This Contract constitutes Notice of Non-Renewal pursuant to A.R.S. § 15-536. No further Notice of Non-Renewal will be given.

This Contract is expressly conditioned upon the Teacher's holding (or having filed an application and completed all of the requirements for) a valid Provisional or Standard Teaching Certificate with appropriate endorsement(s) or approved areas issued by the Arizona Department of Education on or before the first duty day of the 2008-2009 school year.

If the Teacher's teaching certificate is scheduled to expire during the term of this Contract, Teacher agrees to renew such certificate and provide proof to the District of such at least sixty (60) days prior to the date Teacher's teaching certificate is scheduled to expire.

This Contract is expressly conditioned on the Teacher holding (or having filed an application for) and maintaining during the entire term of this contract a valid fingerprint card issued pursuant to A.R.S. §41-1758 and 15-534.

This Contract is expressly conditioned on the Teacher taking necessary steps to obtain SEI endorsement. Pending full SEI endorsement, the Teacher must comply with the requirements for the provisional SEI Endorsement. NOTE: The Teacher must complete the requirements for a full SEI endorsement by August 2009.

BASE SALARY: In consideration of said services, satisfactorily performed, the Governing Board, on behalf of the School District, agrees to pay the above named individual a base salary in the amount of \$_____, plus \$_____ for advanced degree compensation for a total contract amount of \$_____ for the term of this contract.

SHOULD CONTRACT NEGOTIATIONS NOT BE COMPLETED PRIOR TO THE START OF THE NEW FISCAL YEAR, THE SALARY SET FORTH IN THIS CONTRACT WILL BE BASED ON THE CURRENT SALARY SCHEDULE AND IS SUBJECT TO CHANGE PENDING NEGOTIATIONS.

In case of termination of this contract before the expiration thereof, the total amount to be received under this contract shall be determined by the ratio the number of days of service bears to the total number of days listed in the school calendar for that year. In case of employment after the school year has started, the remuneration for the balance of the year shall be determined by the ratio the number of remaining school calendar days bears to the total number of days listed in the school calendar for that year.

SHOULD THE EMPLOYEE TERMINATE THIS CONTRACT WITHOUT BOARD APPROVAL AT ANY TIME BEFORE OR DURING THE TERM OF THE CONTRACT, THE ABOVE NAMED INDIVIDUAL WILL BE REQUIRED TO PAY THE DISTRICT A TOTAL AMOUNT OF FIVE PERCENT (5%) AS LIQUIDATED DAMAGES.

PERFORMANCE PAY: A teacher may qualify to be paid Performance Pay monies pursuant to the Performance Pay policy adopted by the TUSD Governing Board. The District's performance pay policy shall distribute among District teachers who qualify for such payments, the monies received by the District pursuant to, and as a result of, Classroom Site Fund that are required to be allocated for teacher compensation based on performance. If the MBU qualifies to be paid performance pay, pursuant to the District's performance pay policy, the method and timing of payment of such monies,

and the amount of any such performance pay shall be as specified in the Performance Pay Policy. Any performance pay policy earned by the MBU shall be in addition to the monies earned by the MBU as base salary.

All Classroom Site Fund increases anticipated by this contract are contingent upon receipt of funding or legislative authorization to expend. Any increase realized for the contract year may be decreased for subsequent years if the level of funding received by the District or if expenditures authorized by the legislature for these components of Classroom Site Fund are not maintained or are decreased, or if the teacher does not qualify or successfully participate in a plan implementing the component.

I hereby accept this appointment subject to the provisions listed above. I understand that failure to return this contract to the Human Resources Department within thirty (30) days properly signed will void this offer of employment.

Teacher
Site:

Approved at a legally convened meeting of the Governing Board, Tucson Unified School District, Pima County, Arizona, held on: _____.

Superintendent of Schools

32-5 Non-certificated Member of the Bargaining Unit Temporary Contracts

Each member of this bargaining unit who is not a certificated teacher as defined by Arizona State law, and as defined in Article 1-42 of the Consensus Agreement, shall be issued the following contract:

TUCSON UNIFIED SCHOOL DISTRICT
Tucson, Arizona
CONTRACT

_____, being appointed hereby to perform duties as a _____ in the Tucson Unified School District effective _____, hereby agrees to faithfully perform all duties assigned according to law and rules legally established for the government and operation of the schools. Failure to meet stated requirements could constitute grounds for dismissal, subject to all statutory and District regulations governing dismissals.

The above named individual acknowledges that he/she is employed for the remainder of the school year only, and acknowledges that he/she is not entitled to have his/her contract renewed. This Contract constitutes Notice of Non-Renewal pursuant to A.R.S. § 15-536. No further Notice of Non-Renewal will be given.

This Contract is expressly conditioned upon the Employee holding (or having filed an application and completed all of the requirements for) certification or licensure appropriate to the position held. Failure to meet stated requirements could constitute grounds for dismissal, subject to all statutory and District regulations governing dismissal.

This Contract is expressly conditioned on the Employee holding (or having filed an application for) and maintaining during the entire term of this contract a valid fingerprint card issued pursuant to A.R.S. §41-1758 and 15-534 as required.

BASE SALARY: In consideration of said services, satisfactorily performed, the Governing Board, on behalf of the School District, agrees to pay the above named individual a base salary in the amount of \$_____, plus \$_____ for advanced degree compensation, plus \$_____ for District Service Stipend, for a total contract amount of \$_____ for the term of this contract.

SHOULD CONTRACT NEGOTIATIONS NOT BE COMPLETED PRIOR TO THE START OF THE NEW FISCAL YEAR, THE SALARY SET FORTH IN THIS CONTRACT WILL BE BASED ON THE CURRENT SALARY SCHEDULE AND IS SUBJECT TO CHANGE PENDING NEGOTIATIONS.

Employee and District agree that this Agreement does not come within and is not issued pursuant to the Arizona tenure law. However, termination of this contract shall be in accordance with District policies and the terms of the Consensus Agreement.

SHOULD THE EMPLOYEE TERMINATE THIS CONTRACT WITHOUT BOARD APPROVAL AT ANY TIME BEFORE OR DURING THE TERM OF THE CONTRACT, THE ABOVE NAMED INDIVIDUAL WILL BE REQUIRED TO PAY THE DISTRICT A TOTAL AMOUNT OF FIVE PERCENT (5%) AS LIQUIDATED DAMAGES.

I hereby accept this appointment subject to the provisions listed above. I understand that failure to return this contract to the Human Resources Department within thirty (30) days properly signed will void this offer of employment.

Employee

Approved at a legally convened meeting of the Governing Board, Tucson Unified School District, Pima County, Arizona, held on _____.

Superintendent of Schools

ARTICLE THIRTY-FIVE

DURATION

Unless specified otherwise in this Agreement, the provisions of this Agreement shall be effective beginning ~~July 1, 2008~~ **THE FIRST DAY OF THE FISCAL YEAR** and shall continue in full force and effect through the ~~30th day of June, 2009~~ **LAST DAY OF THE FISCAL YEAR. IN THE EVENT RATIFICATION DOES NOT OCCUR BY THE FIRST DAY OF THE FOLLOWING FISCAL YEAR, THE PREVIOUS YEAR'S AGREEMENT SHALL CONTINUE ON A MONTHLY BASIS, PENDING BOARD APPROVAL.**