

**2005-2006  
Agreement  
between the  
Governing Board  
Mesa Unified School District  
No.4 and the  
Mesa Education Association**

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## TABLE OF CONTENTS

Page 3	Article 1	Duration Clause
Page 3	Article 2	Definitions
Page 5	Article 3	Appointment of Teachers to Committees
Page 7	Article 4	Association Representation
Page 7	Article 5	Association Rights
Page 8	Article 6	Career Ladder
Page 9	Article 7	Changes in Grades and/or Report Cards
Page 10	Article 8	Class Size
Page 11	Article 9	Dispute Resolution Procedure
Page 15	Article 10	Due Process Procedures and Employee Rights
Page 17	Article 11	Dues Deduction For The Association
Page 18	Article 12	Duty-Free Lunch
Page 18	Article 13	Employee Involvement
Page 18	Article 14	Enrollment in Tax Deferred Investments
Page 19	Article 15	Enrollment of Employee Dependents in the Mesa Public Schools
Page 19	Article 16	Health and Welfare Program
Page 21	Article 17	Impasse Procedure
Page 21	Article 18	In-Service Credit
Page 22	Article 19	Long-Term Leaves of Absence
Page 23	Article 20	Medical Leave Assistance
Page 24	Article 21	Part-Time Teacher Rights
Page 25	Article 22	Pay for Performance
Page 25	Article 23	Paydays
Page 25	Article 24	Planning Time
Page 26	Article 25	Professional Day
Page 27	Article 26	Professional Evaluation
Page 27	Article 27	Professional Leave
Page 27	Article 28	Professional Travel Funds
Page 28	Article 29	Re-Opener
Page 29	Article 30	Reductions in Personnel
Page 31	Article 31	Reimbursement for Unused Sick leave
Page 32	Article 32	Release Time for the MEA President
Page 32	Article 33	Safety and Facilities Committee
Page 33	Article 34	Salary Credit
Page 33	Article 35	Salary Schedule For Extended Contracts
Page 33	Article 36	Salary Schedule for Extra Factor
Page 41	Article 37	Salary Schedule for Longevity
Page 42	Article 38	Salary Schedule for Occupational Therapists, Physical Therapists, and Audiologists (hired prior to 1997-1998)
Page 44	Article 39	Salary Schedule for Psychologists
Page 46	Article 40	Salary Schedule for Substitutes
Page 47	Article 41	Salary Schedule for Teachers, Nurses, OT/PT and Audiologists
Page 49	Article 42	Savings Clause
Page 49	Article 43	School Calendar
Page 49	Article 44	Seniority List
Page 49	Article 45	Short Term Leave
Page 53	Article 46	Student Teachers
Page 53	Article 47	Substitutes
Page 53	Article 48	Teacher Preparation Days
Page 54	Article 49	Transfer Procedure
Page 57	Article 50	Traveling Teachers
Page 57	Article 51	Tuition Reimbursement
Page 57	Article 52	Use of Student Test Data
Page 58	Article 53	Zipper Clause

## Article 1 -- Duration Clause

This Agreement shall become operative at midnight, July 1, 2005, and shall remain in effect through 11:59 p.m., June 30, 2006.

This Agreement may be extended only upon mutual written agreement between the Governing Board of the Mesa Unified School District Number 4 and the Mesa Education Association.

## Article 2 -- Definitions

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

Association shall mean the Mesa Education Association, Inc.

Board shall mean the Governing Board of the Mesa Unified School District #4.

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 specialist, science specialist, art specialist, etc.), psychologist, nurse, occupational therapist, physical therapist, or audiologist.

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.

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."

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.

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 3 -- 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 employee association that represents teachers in the Meet and Confer process, 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 Committee

The Professional Development Committee shall be composed of members of the professional development department staff, five (5) teachers submitted to the Superintendent by the association president, five (5) teachers appointed by the Superintendent, three (3) employees submitted to the Superintendent by the president of MESPA. Every member of the Professional Development Committee serves for a two-year term with the opportunity for reappointment at the end of a term.

The purpose of the Professional Development Committee is to:

Approve all inservice courses and activities.

Approve instructors of all inservice courses and activities.

Approve all tuition charges for inservice courses and activities.

Review participant-generated evaluations of all inservice courses and activities.

Assess employees' needs and interests for professional growth.

In addition to the purposes listed above, the Professional Development Committee shall develop and recommend to the Superintendent guidelines for a tuition reimbursement program. The committee shall be guided by the following considerations:

Guidelines shall include a statement of purpose regarding use of the funds.

Guidelines shall set standards for the use of the funds

Guidelines shall include tuition reimbursement for college and university courses as well as for professional development courses.

Procedures shall allow all employees to have equal access to the application process.

Guidelines shall provide for equitable distribution of the funds.

### Professional Development Appeals Committee

The Professional Development Appeals Committee is comprised of one (1) certificated employee appointed by the association president, one (1) employee appointed by the president of MESPA, and one (1) employee appointed by the Superintendent.

The purpose of the Professional Development Appeals Committee is to consider appeals generated from decisions made by the Professional Development Committee.

### 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 Mesa Education 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) members appointed by the Mesa Association of Classified Supervisors, and the Assistant Superintendent for Human Resources or his/her designee.

### District Testing Advisory Board

The District Testing Advisory Board shall be composed of twenty-four (24) members, twelve (12) of whom shall advise in reference to elementary testing and twelve (12) of whom shall advise in reference to secondary testing. One-half (1/2) of the committee members shall be selected by the association president. One-half (1/2) of the members shall be appointed by the Superintendent. Resource staff shall be utilized as ex-officio members when specific and additional input is needed.

### Educational Technology Advisory Committee

The Educational Technology Advisory Committee shall be composed of five (5) members appointed by the Association, five (5) members appointed by MESPA, and fifteen (15) members appointed by the Superintendent. Of the fifteen (15) members appointed by the Superintendent five (5) shall be community members chosen in consultation with the MEA president.

## **Article 4 -- Association Representation**

The Governing Board recognizes the Mesa Education Association as the representative of all classroom teachers, librarians/media specialists, subject matter specialists (i.e., basic skills specialists, science specialists, art specialists, etc.), psychologists, nurses, physical therapists, occupational therapists, and audiologists who are employed by the Mesa Unified School District.

## **Article 5 -- Association Rights**

The Mesa Education 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 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 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 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 Governing Board meetings;
3. Minutes of the Governing 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 6 -- Career Ladder**

After determination by the Governing Board of the funding process 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 Mesa Education 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, ongoing 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 7 -- 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 Governing 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 Governing 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 Governing 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 Governing 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 Governing Board to accept or overturn the teacher's decision, shall be retained by the Governing 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 8 -- Class Size**

The Board and the Association desire to work toward the reduction of class size. Future reductions, however, are dependent upon the financial resources of the district and the amount of classroom space available.

During the 2005-2006 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 students

During the 2005-2006 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 the agreement, the Mesa Education 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 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 nine (9) times per year. 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 9 -- 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 Mesa Education 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 the Agreement between the governing board 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 agreement 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 Mesa Education Association. The list of persons eligible for selection will be approved by the governing 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.

- D. 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.
- E. If the complainant or supervisor is not satisfied with the report, the complainant or supervisor may appeal the report to the governing board by delivering a notice of appeal to the secretary of the governing 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.
- F. The Governing Board will hear the appeal of the report in executive session during a special meeting or during its next regular meeting. The Governing Board may invite the complainant, supervisor and hearing officer to attend the executive session to discuss the matter. The Governing Board will vote in public meeting to accept, modify or reject the report. The Governing 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 agreement 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 governing 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 governing 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 10 -- Due Process Procedures and Employee Rights**

Employees of the Mesa Unified School District Number Four are guaranteed all rights extended citizens of the United States as prescribed in the United States Constitution and by Federal and State statutes. District policies and regulations shall not be in conflict with these rights.

Though not absolute, these protected rights include substantive and procedural due process as prescribed in the First, Fifth, and Fourteenth Amendments of the United States Constitution. As defined in case law, they guarantee protection against loss of property or liberty without fair due process. More specifically, they include protection against self-incrimination, unreasonable search and seizure, double jeopardy and the right to appeal the loss of property or liberty interest to a court of competent jurisdiction.

### **I. RIGHTS DURING THE INVESTIGATION OF COMPLAINTS**

When an investigation of complaints or charges is such that it is reasonably foreseeable that the investigation will result in a loss of property or liberty interest, the employee who is the subject of the investigation shall be notified by the administrator conducting the investigation that he/she shall not be required to incriminate himself/herself.

### **II. RIGHTS IF CHARGES ARE FORMULATED**

- A. If formal written charges or complaints are lodged against an employee, and are such that it is reasonably foreseeable that they will directly result in loss of property or liberty interests, procedural due process entitles the individual to a fair and impartial hearing prior to which he/she will be:
  - 1. Informed as to the specific directives, rules, regulations, or policies he/she is accused of having violated and any specifics as to a charge of misconduct;
  - 2. Given the opportunity to deny charges or complaints made against him/her;
  - 3. Informed as to the existing factual basis for any charges or complaints against him/her;
  - 4. Given the opportunity to present an alternative factual position if the charges or complaints against him/her are denied; and
  - 5. Given reasonable access to all evidence used to substantiate the charges or complaints.
- B. At such a hearing, the employee shall have the right to:
  - 1. Confront witnesses against him/her;
  - 2. Call witnesses to substantiate his/her denial of the charges or complaints;
- 3. Have his/her own counsel; and
  - 4. At his/her own expense, have copies of the recorded results of the hearing.



### III. RIGHTS RELATING TO WRITTEN REPRIMANDS

- A. When a formal written reprimand is to be filed against an employee, the following procedures shall be followed:
  - 1. The immediate supervisor of the individual against whom the charge or complaint has been made shall conduct a conference which shall be attended by such supervisor and the individual. The purpose of this conference is to:
    - (a) Explain the complaint or charge; and
    - (b) Hear the response of the individual who is the subject of such charge or complaint to the allegations contained therein.

If this conference results in a resolution satisfactory to the immediate supervisor and the employee against whom the charges or complaints have been made, the matter will be considered closed and no reprimand shall be filed.

- B. If the supervisor determines that the written reprimand shall be placed in the employee's file, the supervisor shall:
  - 1. Explain what corrections in behavior and/or performance are expected;
  - 2. Prescribe a period of time at the close of which the corrections in behavior and/or performance are expected to be accomplished;
  - 3. Inform the employee as to his/her rights as prescribed in District policies, regulations or in this Agreement; and

3. Provide the employee with a copy of any written data which is being recommended for placement in his/her file as a consequence of the incident leading to the charges.

### IV. RIGHTS RELATING TO PERSONNEL FILES

The Governing Board is pledged to a policy of maintaining "open files" at the building and district levels for employees.

- A. A master file of all materials relating to an employee's service with the District shall be kept at the District Office.
- B. Each employee shall have the right to review the contents of his/her own personnel file, with the exception of material placed in the file prior to employment or in the course of seeking a promotion, in the presence of a personnel administrator at a time mutually convenient to both parties.
- C. In the event that a report on an employee is originated by an administrator to be placed in his/her file, the employee shall have the opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. The signature does not indicate

agreement with the content of the material. If the employee refuses to sign, a witness shall then sign the statement regarding the employee's refusal.

- D. The employee shall have the right to answer all materials filed. The employee shall submit his/her answer to the Human Resources office where it will be filed.
- E. An employee shall be given photo static copies of materials in his/her file at his/her expense if he/she so requests.
- F. An employee shall have the right to submit material for his/her file. The custodian of employee files will place the material in the file or return it to the employee.
- G. An employee may give written authorization to a representative of his/her choice to examine the employee's personnel file on the employee's behalf. Such inspection shall be in the presence of the individual (or his/her designee) responsible for maintaining employee files.
- H. Should an employee's immediate supervisor initiate the placement of a document in the employee's personnel file, which the employee subsequently believes is no longer relevant, the employee may request of that supervisor a memo stating that the original reason for the document no longer exists. If the supervisor agrees, the employee may then request of the Assistant Superintendent for Human Resources that this memo be attached to that document to be placed in the employee's personnel file.
- I. The aforementioned procedures are directly applicable to any personnel files located at the District or building levels.

#### V. EMPLOYEE'S RIGHT TO BE INFORMED OF DISTRICT RULES

Employees of the District maintain the right to be informed as to the directives, rules, regulations and policies which govern their conduct and behavior during employment. Employees also maintain the right to have available rules, regulations, policies and procedures which give direction as to employment expectations.

#### **Article 11 -- Dues Deduction For The Association**

The Governing Board agrees to recognize the payroll deduction method of dues payment for membership in the Mesa Education 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 harmless from any claim or liability, including attorney's fees, resulting from any action arising from compliance with this provision.

### **Article 12 -- 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 13 -- 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 Governing Board, will be made available to the Association. The Association may provide input to the Superintendent and the Governing Board regarding the school improvement advisory council plans.

### **Article 14 -- Enrollment in Tax Deferred Investments**

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

#### **Article 15 -- 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. 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 16 -- Health And Welfare Program**

### Section A.

The Board shall provide eligible full-time employees with a comprehensive health, accident, and life insurance program. Further, the Board agrees to continue providing employees the opportunity to select insurance coverage through either 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 contributing the full premium.

Eligible part-time employees may purchase, through payroll deduction, sickness and accident insurance coverage for themselves and their families. This coverage is underwritten by an insurance company and continuation of this coverage is dependent upon an acceptable level of participation as determined solely by the insurance company.

### Section C.

During the 2005-2006 fiscal year, the District shall fund three thousand six hundred dollars (\$3,852.00) 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 considers implementing measures to ensure the Trust's continued solvency, eligible employees shall be provided an opportunity to provide input regarding those measures and any options thereto prior to their implementation.

#### Section D.

The Board shall provide each eligible full-time employee with life insurance coverage in the amount of their annual contract salary rounded up to the next \$1,000.00 not to exceed \$50,000.00.

The Board shall provide each eligible .5 through .74 contract employee with life insurance in the amount of \$20,000.00

#### Section E.

The Board shall provide each employee the opportunity to participate in Mesa Flex benefits Plan. 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.

#### 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 Mesa Education 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 Governing 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 17 -- Impasse Procedure**

The Governing Board is the legally constituted governing body of the school district. As such, the Board shall continue to assume responsibility, as prescribed by law, for establishing and maintaining policies for the operation of the school district. This responsibility cannot be delegated.

However, the Board understands the potential for conciliatory intervention during the meet-and-confer proceedings with the Mesa Education Association. Therefore, the following procedure is provided:

1. If the disposition of meet-and-confer items on salary or fringe benefits has not been decided by midnight of April 1, such items may be, upon mutual consent of both parties, submitted to an impartial third party.
2. Either party may propose an impasse. If both agree that an impasse exists, the items of disagreement shall be presented to a mediator within five (5) working days. The mediator shall be identified through the Federal Mediation and Conciliation Service.

The mediator shall meet with the parties or their representatives, or both, either jointly or separately to reconcile differences within a five (5) working day period.

3. Costs related to mediation shall be shared equally by the governing bodies of both parties.

### **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.

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**

Any long-term leave or combination of leaves will not exceed twelve (12) months in a rolling 36 month period unless a longer period is required by federal law or regulations.

### **Family Medical Leave (FMLA)**

An employee is eligible for twelve-week Family Medical Leave (FMLA) if the employee has been employed by the district for a cumulative total of twelve (12) months and has completed 1,250 hours of service in the twelve (12) months immediately prior to the time the leave is to commence. The superintendent, or designee, is authorized to approve an employee's use of FMLA leave.

Upon written application by the employee and recommendation of the Superintendent, long-term leaves of absence may be granted by the Board for the following reasons:

1. Long-Term Medical Leave, upon written certification by a licensed physician;
2. Hardship Leave for a sudden and serious personal crisis;
3. Sabbatical Leave;
4. Continuing Education Leave;
5. Political Leave to campaign for or hold public office;
6. Personal Leave.

The Governing Board shall grant long-term Military Leaves based upon competent military orders to active duty.

In order to be eligible for Hardship Leave, Continuing Education Leave, Political Leave, and Long-term Medical Leave, the employee must have been employed by the district for three (3) consecutive years immediately prior to the time the leave is to commence. Where special circumstances exist, a probationary employee may appeal to the Governing Board for consideration for a Long-term Medical Leave.

In order to be eligible for long-term Personal Leave, the employee must have had six (6) consecutive years of full-time service with the district immediately prior to the time the leave is to commence. Leaves of absence of one semester or more interrupt consecutive years of service. In order to be eligible for Sabbatical Leave, the employee must have been employed by the district for seven (7) consecutive years immediately prior to the time the Sabbatical Leave is to commence.

The Superintendent and the Board will consider other leave requests wherein the employee fully expects to return to employment with the District after a one-year absence. Leaves of absence shall not be granted to employees who wish to place a "hold" on employment with the District. An employee must not accept employment during a long-term leave without prior written authorization by the Superintendent.

Employees who request a leave of absence for educational purposes shall submit a course of study showing a minimum of twelve (12) hours per semester or a travel itinerary outlining the amount of the time during the leave to be specifically devoted for Educational/Professional Development. Employees taking leave for such purposes are free to pursue other activities during the leave providing the conditions of the approved plan are met.

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 a leave of one (1) semester or more duration.

#### **Article 20 -- Medical Leave Assistance**

- A. Employees who have depleted their accrued sick and personal leave as a result of their prolonged illness or injury may request access to the Medical Leave Assistance Program by completing a "Medical Leave Assistance Request Form" and submitting it along with a completed "Verification of Prolonged Illness or Injury Form" to the Assistant Superintendent for Human Resources asking to receive donations of sick leave from other employees so they may receive income during their period of prolonged illness or injury.
- B. Employees who qualify for assistance as stated above, 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. Additionally, an employee who has depleted accrued sick and personal leave due to a chronic and prolonged illness or injury, verified by a licensed health care practitioner, but who has not missed twenty (20) consecutive days of work and therefore does not qualify in accordance with paragraph A, may request coverage of a specified number of days for the intermittent treatment of that chronic and prolonged illness or injury providing:
  - 1. The employee has missed twenty (20) working days for such treatment during the current school year, and
  - 2. If requested by the District, the chronic and prolonged illness or injury is confirmed by a licensed health care practitioner selected by the District.
- C. The 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. The donor employee will use a "Sick Leave Donation Form" to designate the donation in the name of the employee to receive the donation.



- D. Information regarding a donation shall be considered confidential and shall be communicated by district employees only on a need-to-know basis. An employee will have the option of donating sick leave without the receiving employee being knowledgeable of the donor's name.
- E. 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. 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.
- F. "Sick Leave Donation Forms" shall be available at all work sites. Notification that an employee is eligible for donations shall be posted at all work sites for no fewer than ten (10) workdays.

### **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 of curriculum or special education, 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 goals at a school or department. The program shall be available to all employees as defined in Article 2.

### 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 C – 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 D – 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 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.

## **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.

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

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). 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 13 of this Agreement 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 \$90,000 shall be provided during this agreement 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. Fifty percent (50%) of this amount (\$45,000) shall be used for professional activities in specific areas of District/Site need designated annually by the Superintendent.

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 Agreement 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 agreement is contingent upon the school funding formula as prescribed in Chapter 9, Arizona Revised Statutes, Title 15, remaining unchanged for the 2005-2006 school year including changes made during the second 2001 special session. 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 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 agreement that are related to Proposition 301 funding are contingent upon the 2005-2006 Proposition 301 funding level being at least \$20,000,000.00 and teachers that are eligible under the base salary and performance pay components of Proposition 301 are included under the definition of teacher as provided in A.R.S. 15-501.2.  
  
Regardless of the definition of teacher for Proposition 301 eligibility, it is the intention of the parties that the District will include all employees as defined in Article 2 of this Agreement in the base salary and pay-for-performance components of this Agreement.
- D. The Board and the Association agree to reconvene for one session to discuss salary provisions of this agreement 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 Agreement 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 (Proposition 301) increase or decrease subsequent to the adoption of this Agreement by the parties and/or the issuance and acceptance of individual employment contracts.
- 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, 2006, either the Board or the Association may initiate the Meet and Confer process to modify this Agreement.

### **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 shall first retain those employees who have the longest continuing period of service with the district:
  - a. Those retained must be 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 may retain 25% of the total number (to be reduced) at the discretion of the Board in accordance with specified district needs.
2. "Qualified" is defined as an employee who has the following:
  - a. Proper certification, endorsement, and/or license for the assignment,
  - 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 district.
4. When a reduction in personnel is required, the Retirement Incentive Program shall be made available to employees in the disciplines to be affected as follows:
  - a. The established deadline for notice of intent to retire shall be waived and employees shall be allowed to take early retirement at the conclusion of the contract year in which the announcement of the reduction in personnel is announced; and
  - b. The retirement incentive payment shall be in a lump sum paid at the end of the contract.
5. 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.

6. 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.
7. 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.
8. Individuals separated will not lose their recall rights by securing employment outside the district during separation.
9. 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 three (3) recalls in substantially equivalent positions.
10. In the event of a reduction in personnel, individuals will be recalled in the reverse order of separation, dependent upon certification, 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. 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 personnel informed of any changes in teaching certification and/or endorsements.

11. 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 District.

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 District. 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:

1. Employees who terminate by retirement, 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 salary. Total years of service are reduced by leaves of absence of a full semester or more.
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 salary. 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 salary. Total years of service are reduced by leaves of absence of a full semester or more.
3. 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 salary for up to two hundred and forty (240) days. Total years of service are reduced by leaves of absence of a full semester or more.

All reimbursement shall be rounded to the nearest dollar and shall be based upon the substitute teacher's salary in effect at the time of termination for each unused day of sick leave.

Reimbursement for unused sick leave shall be paid for no more than two hundred twenty (220) days.

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.



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. Reimbursement for unused sick leave shall be made prior to the end of the fiscal year.

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 provided the total sick leave days accumulated are equal to or greater than the number of working days in the last semester of employment.

### **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 agreement 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 at least twice 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 Director of Employee Benefits/Risk Management.

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 Director of Employee Benefits/Risk Management. 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. 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.

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.

## **Article 35 -- 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 36 -- Salary Schedule for Extra Factor**

### **Section A.**

The Extra Factor Salary Schedule shall be computed by applying the following percentages to \$29,535.00. The Table following the categories provides the schedule.

## **ARIZONA INTERSCHOLASTIC ASSOCIATION AND RELATED ACTIVITIES**

### **Category A**

Head Football Coach (1)

### **Category B**

Head Basketball Coach (2)

Certified Athletic Trainer or Trainer with 15 years experience (1)

### **Category C**

Head Swimming Coach (2)

Head Wrestling Coach (1)

Head Track Coach (2)

Head Baseball Coach (1)

Head Softball Coach (1)  
Head Soccer Coach (2)  
Head Volleyball Coach (1B & 1G)  
Assistant Certified Trainer (1)  
Senior High Weight Training (1)  
Senior High Spiritline (1)  
Senior High Pom Pon (1)  
Senior High Cheerleader –Varsity and J.V. (1)  
Senior High Academic Team Sponsor (1)

### **Category D**

Head Tennis Coach (2)  
Head Badminton Coach (1)  
Varsity Football Assistants (2)  
Head J.V. Football (1)  
Head Junior Football (1)  
Head Freshman Football (1)  
Assistant High School Weight Training (1)  
Head J.V. Basketball (2)  
Head Freshman Basketball (2)  
Coordinator of Sports for the Disabled (1)  
Senior High Assistant Spiritline (1)  
Head Frosh Spiritline Coach – First Semester (1)  
Head Frosh Spiritline Coach – Second Semester (1)

### **Category E**

Head Golf Coach (2)  
Head Diving Coach (2) -- If one person coaches both boys and girls at the high school level, they will receive 1.5 of the stipend.  
Head Cross Country Coach (2) -- If one person coaches both boys and girls at the high school level, they will receive 1.5 of the stipend.  
Head Frosh Wrestling Coach (1)  
Head Frosh Track Coach (2)  
Head Frosh Baseball Coach (1)  
Assistants to C & D  
Senior High                   Asst. Wrestling Coach (J.V.) (1)  
                                      Asst. Track Coach (2B & 2G) (4)  
                                      Asst. Baseball Coach (J.V.) (1)  
                                      Asst. J.V. Football Coach (1)  
                                      Asst. Jr. Football Coach (1)  
                                      Asst. Volleyball Coach (J.V.)(1B &1G) (2)  
                                      Asst. Softball Coach (J.V.)(1)  
                                      Asst. Speech & Debate (1)  
                                      Asst. Academic Team Coach (1)  
Trainer with less than 15 years experience  
Frosh Softball Coach (1)  
Assistant Frosh Football Coach (1)  
Frosh Volleyball Coach (1)  
Frosh Tennis Coach (2)

Head J.V. Soccer Coach (2)

**Category F**

Frosh Cross Country Coach (1B & 1G) (2) -- If one person coaches both boys and girls, they will receive 1.5 of the stipend  
Asst. Frosh Track Coach (1B & 1G) (2)\*\*  
District Special Olympics Track & Field (2)  
District Sports for Physically Challenged Track & Field (1)  
District Sports for Physically Challenged Swimming (1)  
District Special Olympics Swimming (1)

\*\*If the student-coach ration is more than 25 to 1, an additional assistant coach may be hired.

**Category G**

7th & 8th Grade Athletics/Intramural Director (After School)  
Additional funds from Mesa Parks and Recreation  
District Special Olympics Basketball Coach (4)  
District Special Olympics Soccer Coach (1)  
District Special Olympics Gymnastic Coach (1)

**SECONDARY DEPARTMENT CHAIR AND SUPERVISION**

**Category H – Department With 16 or More Full Time Certified Teachers (FTE)**

A school principal may recommend that a department chair be allowed a preparation period for department supervision. The principal's recommendation is subject to approval by the Superintendent. If approved, the department chair would be provided one (1) preparation per day or the equivalent for the supervision of department members. Department chairs with a preparation period will receive one-half of the printed extra factor salary percentage in this category.

**Category I – Departments With 11 to 15 Full Time Certified Teachers (FTE)**

A school principal may recommend that a department chair be allowed a preparation period for department supervision. The principal's recommendation is subject to approval by the Superintendent. If approved, the department chair would be provided one (1) preparation per day or the equivalent for the supervision of department members. Department chairs with a preparation period will receive one-half of the printed extra factor salary percentage in this category.

**Category J – Departments With 6 to 10 Full Time Certified Teachers (FTE)**

**Category K – Departments With 2 to 5 Full Time Certified Teachers (FTE)**

Instructional Improvement Specialist (1)  
Computer Liaison (1) (Elementary and Secondary)

### **Miscellaneous Category at the Secondary Level**

At each junior high and high school, an additional \$300.00 shall be paid for locker room supervision of each of the boy's and girl's locker rooms. (See Category S)

A department with less than two (2) FTE certificated teachers may include a department chair if recommended by the school principal and approved by the superintendent. If approved by the superintendent, the department chair will be remunerated based on Category K.

During the first year a new school opens, a department chair may be assigned even if a department includes less than two (2) 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 K. 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.

### **ELEMENTARY EXTRA FACTOR POSITIONS**

#### **Category L - Elementary Leadership Team:**

To share school responsibilities, a team of three (3) to twelve (12) certified 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.

Elementary School Computer Liaison (1)  
Same pay structure as in Category K

Elementary Student Council Sponsor  
Same pay structure as in Category

M

Elementary SEI Liaison: Stipend of \$1,000.00

#### **Category M – Newspaper, Yearbook Sponsors**

Junior High Newspaper Sponsor

Junior High Yearbook Sponsor

Stipend is in addition to a teaching assignment in one or more of these areas.

#### **Category N – Student Council Sponsor**

Junior High Student Council Sponsor

Stipend is in addition to a teaching assignment in one or more of these areas.

#### **Category O**

High School Band\*

High School Chorus

High School Drama  
 High School Orchestra  
 Senior High Newspaper Sponsor  
 Senior High Student Council Sponsor  
 Senior High Yearbook Sponsor  
 Speech and Debate Sponsor (1)  
 "See Section C"  
 Junior High Newspaper Sponsor\*\*  
 Junior High Student Council Sponsor\*\*  
 Junior High Yearbook Sponsor\*\*

\*The marching band is required to participate in football state playoffs when the football team advances. See the formula for computing extra factor for extended season. (See Section C)

\*\*Stipend granted if sponsorship is not part of teaching assignment.

**Category P**

Junior High Band  
 Senior High Band Assistant  
 Junior High Chorus  
 Senior High Chorus Assistant  
 Junior High Drama (Directing Major Production)  
 Junior High Orchestra  
 Senior High Orchestra Assistant  
 High School Dance Coordinator

**Category Q**

Vocational Agriculture and Projects Supervision

**Category R**

Junior High National Academic Team

**Category S**

Locker room supervision (1B & 1G)

**The Extra Factor Schedule:**

Category	Year	1	2	3	4	5
A	Percentage	9.000%	10.275%	11.550%	12.825%	14.100%
	Pay	\$2,669	\$3,047	\$3,425	\$3,803	\$4,181
B	Percentage	8.000%	9.125%	10.250%	11.375%	12.500%
	Pay	\$2,372	\$2,706	\$3,039	\$3,373	\$3,706
C	Percentage	7.000%	7.975%	8.950%	9.925%	10.900%
	Pay	\$2,076	\$2,365	\$2,654	\$2,943	\$3,232

<b>D</b>	Percentage Pay	6.000% \$1,779	6.825% \$2,024	7.650% \$2,268	8.475% \$2,513	9.300% \$2,757
<b>E</b>	Percentage Pay	5.000% \$1,483	5.675% \$1,683	6.350% \$1,883	7.025% \$2,083	7.700% \$2,283
<b>F</b>	Percentage Pay	4.000% \$1,186	4.525% \$1,342	5.050% \$1,497	5.575% \$1,653	6.100% \$1,809
<b>G</b>	Percentage Pay	4.000% \$1,186	4.000% \$1,186	4.000% \$1,186	4.000% \$1,186	4.000% \$1,186
<b>H</b>	Percentage Pay	8.000% \$2,372	9.125% \$2,706	10.250% \$3,039	11.375% \$3,373	12.500% \$3,706
<b>I</b>	Percentage Pay	6.000% \$1,779	6.825% \$2,024	7.650% \$2,268	8.475% \$2,513	9.300% \$2,757
<b>J</b>	Percentage Pay	5.000% \$1,483	5.675% \$1,683	6.350% \$1,883	7.025% \$2,083	7.700% \$2,283
<b>K</b>	Percentage Pay	4.000% \$1,186	4.525% \$1,342	5.050% \$1,497	5.575% \$1,653	6.100% \$1,809
<b>L</b>	– See explanation under Category L					
<b>M</b>	Percentage Pay	4.000% \$1,186	4.250% \$1,260	5.050% \$1,497	5.750% \$1,705	6.100% \$1,809
<b>N</b>	Percentage Pay	3.000% \$890	3.375% \$1,001	3.750% \$1,112	4.125% \$1,223	4.500% \$1,334

<b>O</b>	Percentage Pay	7.000% \$2,076	7.975% \$2,365	8.950% \$2,654	9.925% \$2,943	10.900% \$3,232
<b>P</b>	Percentage Pay	4.000% \$1,186	4.525% \$1,342	5.050% \$1,497	5.750% \$1,705	6.100% \$1,809
<b>Q</b>	Percentage Pay	6.000% \$1,779	6.825% \$2,024	7.650% \$2,268	8.475% \$2,513	9.300% \$2,757
<b>R</b>	Percentage Pay	4.525% \$1,342	5.050% \$1,497	5.575% \$1,653	6.100% \$1,809	7.225% \$2,142
<b>S</b>	Percentage Pay	Flat Rate \$300	\$300	\$300	\$300	\$300

### **Section B.**

Extra Factor pay for coaches shall be for the season of practice as defined by the Mesa Unified School District Number Four Athletic Rules and Regulations.

An additional compensation contract shall be issued to any coach 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.

### **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, they receive an additional 1% of the base salary.

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

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

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 accord with Section B.



#### **Section D.**

Coaches should be assigned to AAPE with the exception of Golf and Archery coaches. Principals have the option of not assigning assistant coaches to an AAPE class based on constraints of the total educational program and availability of personnel.

Head coaches may request not being assigned to an AAPE class. This request must be approved by the principal.

Coaches who teach five (5) 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. High school coaches who teach "A" hour as part of their five (5) class teaching schedule, will receive their stipend plus an additional fifty percent (50%) of that stipend, as determined by the extra factor 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.

#### **Section G.**

Individuals who have previously received extra factor pay in the district and who have experienced a break of more than one (1) year in the same position may not be placed beyond the third (3rd) step of the Extra Factor Salary Schedule, but in that case only if the individual had at least two (2) years of continuous service. A break of five (5) years or more 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 position--in the same division, i.e., sports--the employee will not be reduced in steps, but he/she will be paid the lesser amount as prescribed in the new category.

#### **Section H.**

In moving from an assistant to head position or junior high to high school positions, in the same sport or activity, the employee shall be placed in the column on the new line which pays the next highest dollar amount from the step on which the employee is on his/her current assignment.

#### **Section I.**

The hourly rate for curriculum development shall be .0483 percent of the base teacher salary used to compute Extra Factor.

The hourly rate for summer school, and night school shall be .069 percent of the base teacher salary used to compute Extra Factor.

### **Section J.**

No addition to the Extra Factor Salary Schedule shall be made without consulting with the Mesa Education Association.

### **Section K.**

All positions on the Extra Factor Salary Schedule shall be filled if the need exists at each school annually. The Assistant Superintendent for Human Resources shall notify the Association, in writing, prior to September 15 of each year of the positions which have not been filled.

## **Article 37 -- Salary Schedule for Longevity**

### **Transition Salary Schedule For Teachers and Nurses**

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.

### **OT/PT, Audiologists and Psychologists**

Provisions for longevity for OT/PT, Audiologists and Psychologists remaining on the transition schedules may be found in the footnotes on those schedules.

## **Article 38 -- Salary Schedule for Occupational Therapists, Physical Therapists, and Audiologists**

The 2005-2006 TRANSITION SALARY SCHEDULE for Occupational Therapists, Physical Therapists, and Audiologists employed prior to the 1997-98 school year shall be:

Range→		1	2	3	4	5
Step	Placement	BA	BA+15	BA+30	MA	MA+15
1	0.0	30,876	32,165	33,453	36,027	37,046
	0.5	31,563	32,851	34,140	36,711	37,732
2	0.0	32,247	33,536	34,824	37,399	38,417
	0.5	32,933	34,221	35,511	38,084	39,102
3	0.0	33,617	34,907	36,195	38,769	39,787
	0.5	34,305	35,594	36,882	39,456	40,475
4	0.0	34,991	36,280	37,567	40,141	41,159
	0.5	35,677	36,964	38,254	40,829	41,847
5	0.0	36,363	37,650	38,940	41,514	42,534
	0.5	37,048	38,336	39,626	42,200	43,218
6	0.0	37,734	39,021	40,310	42,884	43,903
	0.5	38,420	39,708	40,997	43,570	44,589
7	0.0	39,105	40,392	41,684	44,254	45,275
	0.5	39,791	41,079	42,368	44,942	45,961
8	0.0	40,477	41,765	43,054	45,626	46,647
	0.5	41,039	42,343	43,648	46,314	47,332
9	0.0	41,598	42,921	44,245	46,999	48,018
	0.5				47,685	48,707
10	0.0				48,372	49,391
	0.5				49,040	50,074
11	0.0				49,709	50,755
Longevity A					50,703	51,770
Longevity B					51,697	52,785

**\*\*\*A portion of all salary schedules is contingent upon override funding. The exact percent will be printed on the 2005-2006 pay stubs.\*\*\***

PROVISIONS FOR TRANSITION SALARY SCHEDULE

Any individual who has been at column 4-11 or column 5-11 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 individual who has been at column 4-11 or column 5-11 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.

1. In 1997-98 and years following, employees shall move one step every two years. Pay each year shall include one-half 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. The incentive bonus amounts for 2005-2006 are stated in the memorandum between MEA and the District dated March 28, 2005.
4. For 1997-98 and thereafter, new occupational therapists, physical therapists, and audiologists shall be hired on the New Teacher Salary Schedule, in accordance with the provisions of that salary schedule.
5. Current employees may move to the New Teacher Salary Schedule when they choose to do so, for an ensuing contract year. Employees who remain on the Transition Salary Schedule will earn experience credit on the New Salary Schedule. For example, if an employee currently has a B.A. + 30 degree and is on line nine (9) of the Transition Salary Schedule, he/she will be credited with nine (9) years experience on the New Salary Schedule for 1997-98. In 1998-99, that employee would be credited with ten (10) years of experience on the New Salary Schedule and continue to add years of experience on the New Salary Schedule in the future, even though the employee remains on the Transition Salary Schedule. When employees make the transition to the New Salary Schedule, they shall carry with them those years credited and shall be placed on the appropriate step.

### **Article 39 -- Salary Schedule for Psychologists and Speech/Language Pathologists**

The **2005-2006** TRANSITION SALARY SCHEDULE for Psychologists employed prior to the 1997-98 school year shall be:

	Range→	1	2	3	4
		School			
		Psych.			MA+75
Step	Placement	Certificate	MA+45	MA+60	PhD/EdD
1	0.0	44,578	45,660	46,743	47,828
	0.5	45,371	46,456	47,538	48,622
2	0.0	46,166	47,249	48,333	49,416
	0.5	47,145	48,227	49,311	50,395
3	0.0	48,124	49,206	50,289	51,374
	0.5	49,103	50,185	51,267	52,352
4	0.0	50,079	51,162	52,246	53,330
	0.5	51,393	52,476	53,559	54,643
5	0.0	52,705	53,788	54,869	55,954
	0.5	54,015	55,102	56,182	57,267
6	0.0	55,328	56,413	57,495	58,579
	0.5	56,640	57,725	58,809	59,892
7	0.0	57,955	59,037	60,121	61,205
	0.5	58,756	59,855	60,953	62,053
8	0.0	59,559	60,669	61,785	62,898
Longevity A			61,882	63,021	64,156
Longevity B			63,096	64,256	65,414
Longevity C			64,309	65,492	66,672

**\*\*\*A portion of all salary schedules is contingent upon override funding. The exact percent will be printed on the 2005-2006 pay stubs.\*\*\***

PROVISIONS FOR TRANSITION SALARY SCHEDULE

Any individual who has been at column 2-8, column 3-8 or column 4-8 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 individual who has been at column 2-8, column 3-8 or column 4-8 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 individual who has been at column 2-8, column 3-8 or column 4-8 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.

1. In 1997-98 and years following, employees shall move one step every two years. Pay each year shall include one-half 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. The incentive bonus amounts for 2005-2006 are stated in the memorandum between MEA and the District dated March 28, 2005.
4. Current employees may move to the new salary schedule for psychologists and speech/language pathologists when they choose to do so, for an ensuing contract year. Employees who remain on the Transition Salary Schedule will earn experience credit on the New Salary Schedule. For example, if an employee currently has an M.A. + 45 degree and is on line eight (8) of the Transition Salary Schedule, he/she will be credited with eight (8) years experience on the New Salary Schedule for 1997-98. In 1998-99, that employee would be credited with nine (9) years of experience on the New Salary Schedule and continue to add years of experience on the New Salary Schedule in the future, even though the employee remains on the Transition Salary Schedule. When employees make the transition to the New Salary Schedule, they shall carry with them those years credited and shall be placed on the appropriate step.

For **2005-2006**, THE NEW SALARY SCHEDULE for Psychologists and Speech/Language Pathologists shall be:

	Range→	1	2	3	4
	Years	Psych Certificate			
Steps	Credited	MA	MA+45	MA+60	PhD/EdD
0-2	1	\$45,301	\$46,560	\$47,188	\$48,447
3-5	2	\$48,237	\$49,765	\$50,579	\$51,833
6-8	3	\$51,172	\$52,973	\$53,973	\$55,221
9-11	4	\$54,107	\$56,180	\$57,367	\$58,608
12-14	5	\$57,043	\$59,388	\$60,757	\$61,996
15+	6	\$59,980	\$62,597	\$64,149	\$65,385

**\*\*\*A portion of all salary schedules is contingent upon override funding. The exact percent will be printed on the 2005-2006 pay stubs.\*\*\***

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

1. All new psychologists, hired for 1997-98 and thereafter and all speech/language pathologists hired for 2004-05 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.
4. Employees on the New Salary Schedule who are eligible to move horizontally one or more columns will do so.

5. Employees on this salary schedule shall be eligible for the District incentive bonus. The incentive bonus amounts for 2005-2006 are stated in the memorandum between MEA and the District dated March 28, 2005.

**Article 40 -- Salary Schedule for Substitutes**

Substitute teachers and nurses shall be paid eighty ( 80.00) dollars per working day.

**Article 41 -- Salary Schedule for Teachers, Nurses, OT/PT and Audiologists**

The **2005-2006** 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**

Step	Placement	B.A.	BA+15	BA+30	BA+45 MA	MA+15	MA+30	MA+45 Ed.S	MA+ 60	MA+75 Ed.D. Ph.D.
3	0.00	31,677	32,698	33,716	34,736	35,754	36,772	37,793	38,812	39,832
	0.50	32,135	33,156	34,174	35,193	36,212	37,231	38,250	39,269	40,290
4	0.00	32,593	33,612	34,632	35,652	36,670	37,689	38,708	39,728	40,748
	0.50	33,204	34,223	35,243	36,263	37,281	38,299	39,320	40,338	41,358
5	0.00	33,815	34,836	35,854	36,872	37,892	38,911	39,932	40,950	41,969
	0.50	34,432	35,452	36,471	37,490	38,509	39,528	40,548	41,567	42,586
6	0.00	35,051	36,067	37,085	38,106	39,126	40,144	41,165	42,183	43,204
	0.50	35,532	36,700	37,718	38,740	39,757	40,778	41,796	42,815	43,834
7	0.00	36,017	37,332	38,352	39,370	40,388	41,409	42,426	43,448	44,466
	0.50		38,249	39,269	40,289	41,308	42,328	43,347	44,366	45,384
8	0.00		39,169	40,188	41,207	42,225	43,245	44,266	45,283	46,303
	0.50		39,711	41,108	42,125	43,145	44,165	45,184	46,202	47,223
9	0.00		40,255	42,024	43,042	44,063	45,082	46,102	47,121	48,141
	0.50			43,259	44,279	45,299	46,318	47,337	48,356	49,376
10	0.00			44,494	45,513	46,534	47,553	48,573	49,592	50,610
	0.50			45,112	46,749	47,769	48,787	49,807	50,825	51,846
11	0.00			45,727	47,985	49,003	50,023	51,041	52,062	53,081
	0.50				49,218	50,239	51,257	52,278	53,299	54,316
12	0.00				50,454	51,475	52,492	53,513	54,532	55,551
	0.50				51,153	52,909	53,926	54,947	55,965	56,987
13	0.00				51,850	54,342	55,361	56,381	57,398	58,420
	0.50				52,555	55,096	56,129	57,951	58,968	59,986
14	0.00					55,847	56,895	59,520	60,539	61,558
	0.50					56,607	57,669			
15	0.00							61,169	62,215	63,261
Longevity A								62,392	63,459	64,526
Longevity B								63,616	64,704	65,791
Longevity C								64,839	65,948	67,057

**\*\*\*A portion of all salary schedules is contingent upon override and Proposition 301 funding. The exact percent will be printed on the 2005-2006 pay stubs.\*\*\***

PROVISIONS FOR TRANSITION SALARY SCHEDULE

1. 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.
2. In 1997-98 and years following, employees shall move one step every two years. Pay for each year shall include one-half (1/2) the increase of a full step advance.
3. Employees on this salary schedule shall not move horizontally.
4. Employees on this salary schedule shall be eligible for the District incentive bonus. The incentive bonus amounts for 2005-2006 are stated in the memorandum between MEA and the District dated March 28, 2005.
5. 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 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 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 transition to the New Salary Schedule, they shall carry with them those years credited and shall be placed on the appropriate step.

The **2005-2006** NEW SALARY SCHEDULE for Teachers, Nurses, OT/PT and Audiologists shall be:

<b>Range→</b>	<b>Years</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Step</b>	<b>Credited</b>	<b>BA</b>	<b>BA+45</b>	<b>MA+45</b>	<b>MA+60</b>	<b>Edd PhD</b>
			<b>MA</b>	<b>EdS</b>		
<b>1</b>	<b>0-2</b>	32,717	35,361	38,380	39,133	39,891
<b>2</b>	<b>3-5</b>	35,234	38,356	41,651	42,534	43,412
<b>3</b>	<b>6-8</b>	37,750	41,349	44,922	45,929	46,935
<b>4</b>	<b>9-11</b>	40,266	44,346	48,195	49,326	50,459
<b>5</b>	<b>12-14</b>	42,784	47,338	51,467	52,724	53,983
<b>6</b>	<b>15-17</b>	45,301	50,335	54,737	56,121	57,506
<b>7</b>	<b>18-20</b>	45,301	50,335	58,009	59,520	61,031
<b>8</b>	<b>21+</b>	45,301	50,335	61,281	62,918	64,175

**\*\*\*A portion of all salary schedules is contingent upon override and Proposition 301 funding. The exact percent will be printed on the 2005-2006 pay stubs.\*\*\***

PROVISIONS FOR 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.
4. Employees on the New Salary Schedule who are eligible to move horizontally one or more columns will do so.
5. Employees on this salary schedule shall be eligible for the District incentive bonus. The incentive bonus amounts for 2005-2006 are stated in the memorandum between MEA and the District dated March 28, 2005.

**Article 42 -- Savings Clause**

If any provision of this Agreement 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.

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

### **Article 43 -- School Calendar**

The Superintendent will meet with representatives of the Association during the fall of each school year to obtain input on a school calendar for subsequent years.

### **Article 44 -- 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 45-- 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.

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

(more than thirty [30] work days) will result in a cessation of advancement and accrual of sick leave days. If the 30<sup>th</sup> day occurs after the employee has been actively employed for fifty-one percent (51%) of the days in the month, the accrual will be given for that month. Upon returning to work accrual will be given the first month the employee has been actively employed for fifty-one (51%) percent of the month.

2. Accruals will occur on the final District work day of each month.
3. Eligible full time employees will be advanced five (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 in Month of	Prorated Days Advanced	Master Accrual for Fiscal Year	Total Days Earned For Fiscal year
August	5.00	0.00	11.00
September	4.44	0.00	10.44
October	3.28	0.00	09.28
November	2.12	0.00	08.12
December	0.96	1.00	06.96
January	0.80	1.00	05.80
February	0.64	1.00	04.64
March	0.48	1.00	03.48
April	0.32	1.00	02.32
May	0.16	1.00	01.16

- 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 not to include personal leave or requested off contract shall be paid retroactively for sick leave days accumulated and not taken after the employee has returned to his/her job providing, however, that this provision is applicable only during the school year in which the employee's salary was reduced. Employees may request that they be able to retain the leave day in lieu of being paid retroactively.
- 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 2<sup>nd</sup> 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 an attached 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 an attached 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.

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.

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 46 -- 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 (4<sup>th</sup>) 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 47 -- Substitutes**

A substitute shall be provided for all teachers who meet regularly with students when the regular teacher is absent from his/her duties.

## **Article 48 -- 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.

The employee work day scheduled between semesters shall be reserved primarily for individual preparation, including the preparation of grades and reports, and shall be free of all required meetings.

### Section C

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.

In addition, all elementary students will be released early on the one working day designated for grading writing samples at elementary schools.

Such release shall be made two (2) clock hours earlier than the normal scheduled student release time at each school.

## **Article 49 -- 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.

At the conclusion of the obligatory transfer process and continuing through July 1, 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. The Association shall also be provided a copy. For vacancies created after the last teacher work day of the regular school year and through July 1, the vacancy posting shall be available in the Association Office, the Human Resources Office and via telephone voice mail and intranet electronic mail.

### 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.

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 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. 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.
5. 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.
6. 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 lacks appropriate certification, endorsement, and/or license.
7. 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.

8. All obligatory transfer employees shall be notified of their placement.
9. The District shall attempt to give placement notification to all certificated employees affected by an obligatory transfer by June 1 of the school year.
10. 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.
11. 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.
12. 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.
13. 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 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 July 1 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 do not have the proper certification, 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 July 1, 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 July 1 and prior to August 1. The request must be made in writing to the Assistant Superintendent, Human Resources no later than June 30 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 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 50 -- Traveling Teachers**

#### Section A.

Those teachers who, at District request, travel between schools as a part of their regular teaching assignment shall be reimbursed for mileage if they meet district insurance requirements.

#### 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 51 -- Tuition Reimbursement**

For 2005-2006, the Board shall provide funds for tuition reimbursement for certificated employees covered by the MEA Agreement in the amount of \$175,000.00.

### **Article 52 -- Use of Student Test Data**

The Board 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 53 -- Zipper Clause**

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

This document contains the full and complete agreement between the Board and the Association except as noted below. Neither party shall be required during the term hereto to meet and confer on any issue covered in this agreement. This document may be amended or modified by mutual agreement of the parties although it is recognized that neither party has any obligation to meet and confer on any such amendment or modification during the life of this agreement. Any amendment or modification which has been agreed to shall be reduced to writing and signed by the appropriate representatives of the Association and the Board.

Beginning on or before February 15, 2006, the parties will meet to initiate the meet and confer process on a successor agreement.