

TABLE OF CONTENTS

THE 2002 – 2003 MEET & CONFER AGREEMENT FOR ADMINISTRATORS

ARTICLE	PAGE
1	Definitions..... 3
2	Recognition..... 3
3	Meet and Confer Procedure 4
4	Association Rights 4
5	Professional Growth 5
6	Contracts 5
7	Administrative Substitutes 6
8	Reduction in Force 6
9	Administrative Separation Benefits 7
10	Seniority Credit/Salary Schedule Placement as a Teacher 8
11.	Compensation and Benefits..... 9
12.	Leaves of Absence With Pay..... 11
13.	Professional Liability 13
14.	Evaluation..... 14
15.	Leaves of Absence Without Pay..... 14
16.	Additional FTE Entitlement 15
17.	Administrative Transfers 15
18.	Conflict Resolution..... 16
	Appendix A, Certificated Administrative Salary Schedule (<i>first semester</i>) 18
	Appendix B, Classified Administrative Salary Schedule (<i>first semester</i>) 19
	Appendix C, Administrator Salary Schedule (<i>effective 01/05/03</i>) 20
	Appendix D, Certified Administrative Positions (<i>first semester</i>) 21
	Appendix E, Classified Administrative Positions (<i>first semester</i>) 22
	Appendix F, List of Classified Administrative Positions (<i>effective 01/05/03</i>) 23

TABLE OF CONTENTS in ALPHA ORDER

THE 2002 – 2003 MEET & CONFER AGREEMENT FOR ADMINISTRATORS

ARTICLE		PAGE
16.	Additional FTE Entitlement	15
9	Administrative Separation Benefits	7
7	Administrative Substitutes	6
17.	Administrative Transfers	15
4	Association Rights	4
11.	Compensation and Benefits.....	9
18.	Conflict Resolution.....	16
6	Contracts	5
1	Definitions.....	3
14.	Evaluation.....	14
12.	Leaves of Absence With Pay.....	11
15.	Leaves of Absence Without Pay.....	14
3	Meet and Confer Procedure	4
5	Professional Growth	5
13.	Professional Liability.....	13
2	Recognition.....	3
8	Reduction in Force	6
10	Seniority Credit/Salary Schedule Placement as a Teacher	8
	Appendix A, Certificated Administrative Salary Schedule (<i>first semester</i>)	18
	Appendix B, Classified Administrative Salary Schedule (<i>first semester</i>)	19
	Appendix C, Administrator Salary Schedule (<i>effective 01/05/03</i>)	20
	Appendix D, Certified Administrative Positions (<i>first semester</i>)	21
	Appendix E, Classified Administrative Positions (<i>first semester</i>)	22
	Appendix F, List of Classified Administrative Positions (<i>effective 01/05/03</i>)	23

ARTICLE ONE

DEFINITIONS

The Tucson Unified School District and Educational Leaders, Inc. have mutually agreed to the following personnel practices and procedures for all administrative personnel:

- A. The term **ADMINISTRATOR** shall be defined as those persons whose pay is determined by the Certificated or Non-certificated Administrative Salary Schedule and who are not excluded from representation by Article 2-B of this agreement.
- B. The term **GOVERNING BOARD** shall mean the Governing Board of Tucson Unified School District.
- C. The term **DISTRICT** shall mean the Tucson Unified School District.
- D. The term **SUPERINTENDENT** shall mean the Superintendent appointed by the Governing Board of Tucson Unified School District.
- E. The term **DAYS** shall mean working days. Working days are considered to be those exclusive of holidays and weekends. During the school year, working days shall mean teaching days plus duty days. During the summer, working days will be those when the District's Central Administrative offices are open for business with the public.
- F. The term **FAMILY** shall mean parents, foster parents, step-parents, grandparents, spouse, children, siblings, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, anyone in the metropolitan Tucson area for whom the administrator has major responsibility or an established resident within the household.
- G. The term **EMERGENCY** shall mean an event which a reasonable, prudent person could not have reasonably foreseen and prepared for.

ARTICLE TWO

RECOGNITION

- A. Recognition will continue to be based upon the Governing Board decision of April 29, 1981 to accept the request from Educational Leaders, Inc. to Meet and Confer over matters of mutual concern.
- B. The following employees are excluded from representation by Educational Leaders, Incorporated:
 - 1. Superintendent
 - 2. Assistant and Associate Superintendents
 - 3. Executive Directors of Curriculum/Instruction, Finance, Human Resources, Operations, Communications, Accountability & Research, and Exceptional Educ. & Special Programs
 - 4. Directors and Assistant Directors of Human Resources
 - 5. Assistant Directors of Finance/Payroll
 - 6. Director of Employee Relations
 - 7. Senior Legal Counsel
 - 8. Legal Counsel
 - 9. Equity Development Director
 - 10. Director of Administrative Services
 - 11. Director of Risk Management Svc.
 - 12. Director of Staff Services to Governing Board

ARTICLE THREE

MEET AND CONFER PROCEDURE

- A. Annually, on or before the third Wednesday in March, the District and representatives of Educational Leaders, Inc., will begin meeting to discuss any and all matters related to the employment relationship existing between the District and ELI members.
- B. The results of such Meet and Confer process will be adopted by the Governing Board not later than June 30 unless extended by mutual agreement.
- C. Realizing that certain urgent conditions could arise which would suggest the need to reconsider some limited aspect of the results of Meet and Confer, the parties agree as follows:
 - 1. The Meet and Confer process will be an annual rather than a continual process.
 - 2. Each party is pledged to fulfilling its obligation to the results of the Meet and Confer process until (1) the next annual round of Meet and Confer talks, or (2) an emergency situation suggests that discussion take place on some specific aspect of the results of prior Meet and Confer discussion.
 - 3. Such emergency situations, when detected by either party, will immediately be brought to the attention of the other party. The Meet and Confer Procedure will guide the process for dealing with such emergency situations with both parties pledged to good faith efforts directed at resolving the matter as quickly as possible.

ARTICLE FOUR

ASSOCIATION RIGHTS

- A. **District Facilities**
The District will provide:
 - 1. Free use of school mail and school facilities for association purposes.
 - 2. Four times each school year, the Superintendent's (or designee's) meeting with administrators will be scheduled to begin no earlier than 8:30 a.m. in order that ELI may hold a meeting at the scheduled location (a separate room will be made available) prior to 8:30 to transact business.
- B. **Deduction of Dues**
 - 1. Dues deductions as approved by the executive committee up to and including five causes or organizations. Those approved by the executive committee are: ELI dues and initiation fees, PAC dues, ASA, NAESP and NASSP.
 - 2. Dues deductions, once initiated, are continuous and will not be canceled unless the ELI member directs the District payroll office in writing to cancel his/her dues deduction on or before the first Friday in August.
- C. **Middle Management Input Into Studies of the Administrative Organization**
 - 1. It is generally recognized in both education and other organizations in a democratic society that ownership of ideas growing out of participation in the management process is one of the best trust building processes available to enhance organizational effectiveness and productivity. This being the case, the supervision of employees will be based on this knowledge.
 - 2. Recognizing the aforementioned and in an effort to contribute to the development of a professional team which will draw on the expertise of all members of the team to the broadest extent, the Governing Board and Superintendent of the Tucson Unified School District will provide significant opportunities for staff members to become involved in all phases of all studies of the administrative organization, job classifications and compensation plans, including the opportunity to comment on requests for proposals before such are distributed.

D. Representation

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

E. Grievance/Arbitration

1. An ELI representative may represent ELI unit members at all grievance and arbitration hearings involving such members.
2. The District also agrees to make all reasonable efforts to provide representation to any requesting administrator who is required to act as the District's agent in any employee grievance hearings.

F. Insurance Advisory Committee

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

G. District Committees

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

ARTICLE FIVE

PROFESSIONAL GROWTH

A. District Inservice

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

B. Professional Conferences

1. For the 2002-2003 fiscal year, no money has been budgeted for professional conferences/meetings indicated in #2 below.
2. A sum of money will be budgeted and expended yearly to implement a rotation system for administrators to attend professional conferences and meetings of his/her choice at District expense. This conference or meeting is to be relevant to District goals and the job description of the administrator. TUSD released time/travel guidelines must be followed.
3. The District will notify ELI regarding the proposed professional conference rotation no later than September 1.
4. Administrators scheduled for conferences will be notified by September 1 of the school year when such funds are budgeted and to be expended.

C. Pre-school Administrative Conference

ELI representation, appointed by the President, will be utilized in planning the Annual Administrative Conference which is scheduled prior to the start of each school year. The cost of this conference will be paid by the District and all administrators will attend.

ARTICLE SIX

CONTRACTS

A. Distribution of Administrative Contracts

1. The District shall submit annual contracts to all administrators to whom it intends to offer contracts no later than July 1 prior to the beginning of the school term each year.
2. Starting and ending dates for administrators' contracts may vary with approval of the Superintendent or the Superintendent's designee.

B. Contract Offer Acceptance

An administrator offered a contract for the following school year must indicate acceptance of the contract within thirty (30) days from the date of the written contract or the offer is revoked.

C. Extended Contracts

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

- D.** Administrators covered by this Agreement are employed by individual contracts on an annual basis, or pro-rata annual basis, as applicable. Administrators receive no "tenure" rights, and administrative contracts are subject to non-renewal. This provision shall not be construed to abrogate any rights afforded to an administrator under Arizona Revised Statutes, Title 15.

ARTICLE SEVEN

ADMINISTRATIVE SUBSTITUTES

When the District receives notice from a school site administrator that he/she will not be able to perform his/her duties at the site for longer than ten (10) days, the District shall, without delay, replace that administrator so that the amount of administrative support at the site is not reduced. Additionally, in the event that an administrator is fulfilling or serving in the position of another administrator who is unable to perform his/her duties, the administrator substituting shall be paid at their step on the grade of the administrator for whom he/she is substituting. For example, if an assistant principal is asked to act as the designated or acting principal for more than ten (10) days (other than for vacation days), that assistant principal shall be paid as a principal for the time he/she is substituting.

ARTICLE EIGHT

REDUCTION IN FORCE

- A.** Prior to any programmatic or budgetary position elimination proposal by staff to the Governing Board, ELI shall, in writing, be provided with information regarding the reasons for such proposals in sufficient time to respond. Staff will be consulted on a regional or divisional basis in order to provide a fair opportunity for input. However, such information will not be provided in those cases where the failure to offer a contract to an individual is due to performance deficiencies.
- B.**
- 1.** In accordance with A.R.S. 15-503.D, any certificated administrator who will not be offered a contract for the next school year shall be notified of that fact by certified mail by April 15, prior to the new contract year. In the event a budget override election is held in May of any year, such notification shall be no later than five (5) days after the election.
 - 2.** Non-certificated administrators who will not be offered employment for the next school year shall be notified by May 15.
 - 3.** Notice of intention not to re-employ an administrator will be delivered personally to the administrator or sent by registered or certified mail, directed to the administrator at his/her place of residence.
- C.** Before any reduction in force decisions are made to the Governing Board or its staff, a list of all administrators who are within two (2) years of retirement eligibility (80 points) shall be compiled by the staff and provided to the TUSD governing board and ELI.
- D.** If an administrator has not had his/her contract renewed for programmatic or budgetary reasons, for a period of three years he/she shall be offered an interview for any available, comparable position in the District where appropriate certification is met. An administrator who has not had his/her contract renewed because of performance evaluation will not be provided such opportunity.
- E.** At the discretion of the Superintendent, administrators who have had their contract non-renewed for programmatic or budgetary reasons may be recommended for assignment to vacant positions in accord with their credentials, experience, and qualifications.
- F.** If recalled in accord with E above, all unused sick leave accrued up to the point the RIF took effect would be restored.

- G.** The District shall pay the full cost of the current health and life insurance benefit for all RIFed administrators until October 1 of the following school year. After October 1, RIFed administrators shall, upon request, be allowed to continue their health insurance coverage by paying the premium themselves.

ARTICLE NINE

ADMINISTRATIVE SEPARATION BENEFITS

A. Voluntary Separation - 20 years of service

- 1.** After twenty (20) years of full-time service in the Tucson Unified School District an administrator may apply for the benefits in Article Nine by giving written notice to the District's Exec. Director of Human Resources on or before January 15. Should an administrator separate at mid-year, written notice should be received by the Exec. Director of Human Resources on or before November 15. In the event state legislation concerning retirement is changed in such a way as to allow administrators benefits unavailable before the change, the date for notice of separation will be reopened for a period of fifteen (15) days following the enactment of the legislation. The notice may be withdrawn until and including the first Monday in February after notice is made.

- 2. a)** For those administrators meeting the eligibility requirements in A-1 above, the District shall provide pay for unused sick leave accrued before June 30, 1991 and not used before date of separation. Payment shall be based upon the daily rate of pay for the minimum salary on the 1991-92 administrative salary schedules, as follows:
 - 1.** Daily rate of pay for administrators on Grade I, I-A, or I-A-12 at time of separation shall be based on Class I of the 1991-92 salary schedule.
 - 2.** Daily rate of pay for administrators on Grade II or II-12 at time of separation shall be based on Class II of the 1991-92 salary schedule.
 - 3.** Daily rate of pay for administrators on Grade III at time of separation shall be based on Class III of the 1991-92 salary schedule.
 - 4.** Daily rate of pay for administrators on Grade IV at time of separation shall be based on Class IV of the 1991-92 salary schedule.
 - 5.** Daily rate of pay for administrators on Grade VA or VA-12 at time of separation shall be based on Class VA of the 1991-92 salary schedule.
 - 6.** Daily rate of pay for administrators on Grade VB or VB-12 at time of separation shall be based on Class VB of the 1991-92 salary schedule.
 - 7.** Daily rate of pay for administrators on Grade VI at time of separation shall be based on Class VI of the 1991-92 salary schedule.
 - 8.** Daily rate of pay for administrators on Grade VII at time of separation shall be based on Class VII of the 1991-92 salary schedule.

- b)** Rate of pay shall be multiplied by the number of sick leave days accumulated prior to June 30, 1991.

- c)** Payment shall be included in the last payroll in that fiscal year or the first payroll of the following fiscal year, at the District's option.

- d)** All legally required deductions will be taken from the incentive payment including the employee's contribution to the State Retirement Fund, if any.

- e)** Sick Leave used subsequent to July 1, 1991, will be deducted from sick leave accumulated after July 1, 1991, unless that accumulation has been depleted.

- f) In addition to Article Nine-2-a, administrators are eligible to receive the benefits outlined in Article Nine-B--Voluntary Separation, 10 Years of Service.
- 3. If after twenty (20) years of full time service in the Tucson Unified School District, an administrator dies, the payment described in Section A-2 above will be paid to the estate of the deceased.
- 4. Any full-time administrator who is entitled to receive the benefits provided in Section A-1 above shall be entitled to the benefits without regard to the time of application, but all other provisions of this Article shall apply.
- 5. An administrator shall receive the separation benefits contained herein if the effective date of the separation is at the end of a semester or at the end of a school year. Exceptions to this provision may be granted to applicants who are forced to separation because of emergency.

B. Voluntary Separation – 10 Years of Service

Upon separation, administrators with at least ten (10) consecutive years of full-time service in TUSD are eligible to request and receive pay for ninety percent (90%) of the days of unused sick leave accumulated subsequent to July 1, 1991. This request will be a written application to the District's Executive Director of Human Resources on or before November 15 for administrators separating at end of the semester, or January 15 for administrators separating at end of the school year. The rate of pay will be the daily administrative substitute rate at the time of separation.

C. No Vested Rights

Administrators who do not serve a timely notice of separation as provided in Article A-1 above in the school year immediately preceding their separation shall gain no vested rights through or under this Article; however, exceptions to this may be granted by the District in cases where timelines are not met due to emergency situations or other extenuating circumstances.

ARTICLE TEN

SENIORITY CREDIT/SALARY SCHEDULE PLACEMENT AS A TEACHER

If

- 1. the District and an administrator reach a mutual agreement that the administrator shall return to teacher; or
- 2. the District notifies the administrator that his/her administrative contract will not be renewed and that he/she will be assigned to a teaching position; or
- 3. in the absence of an agreement or assignment, an administrator whose position has been eliminated for budgetary or programmatic reasons,

a certificated administrator who returns to teaching and who

- 4. has acquired tenure or continuing teacher status as defined in A.R.S. Section 15-501.5 and 15-538.01, as amended, or predecessor statutes, as a certificated teacher with the District prior to going into administration; and
- 5. has had continuous employment, including approved leaves where taken, with the District

A. shall be entitled to seniority credit in the teachers' bargaining unit for the number of years previously accrued in that or any other bargaining unit. Such seniority credit shall be considered during the application, selection and screening process provided by the Consensus for teaching vacancies. For purposes of seniority, such

administrators shall be accorded one year of seniority credit for each year of prior experience in the District, regardless of any provision of the said teachers' consensus agreement or successor agreement.

- B. 1.** For the purposes of this paragraph, notwithstanding any provision of the teachers' consensus agreement or successor agreement regarding experience credit for placement on the salary schedule, administrators who return to teaching as provided in this Agreement shall be accorded one step on the salary schedule for each year of prior experience in the District up to any maximum contained within the teacher salary schedule, regardless of the years or decade in which it was earned. The salary step credits provided for in the preceding sentence shall be granted for each year step increases were granted to teachers.
- 2.** Administrators who return to teaching as provided in this Agreement will be placed on the appropriate salary schedule reflecting their degree at that time, with the following exceptions:
 - a)** Administrators with a BA+45 shall be placed on the MA schedule; and
 - b)** Administrators with MA+60 shall be placed on the Ph.D. schedule.
- C.** Administrators who, in accord with Article 10, Seniority Credit as a Teacher, are reassigned to positions covered under the Consensus agreement with the Tucson Education Association, will be accorded District Initiated Transfer (DIT) status under that agreement for purposes of assignments.

ARTICLE ELEVEN

COMPENSATION AND BENEFITS

A. SALARY

The salary schedules for certificated and classified administrators for the 2002-2003 school year shall be as reflected in Appendix A, B, and C. Appendix A and B are effective July 1, 2002 through January 4, 2003. Appendix C is effective January 5, 2003 through June 30, 2003.

- B.** By October 1, 2002 the Superintendent shall establish an employee budget review committee. This group shall include two participants selected by ELI. The purpose of this employee budget review committee will be to assess revenue opportunities for TUSD and to review TUSD expenditures. This committee shall develop recommendations for cost-savings measures and shall present their recommendations in writing to the Superintendent by January 15, 2003.
- C.** Effective January 5, 2003, all classified and certificated administrators shall be placed on the new salary schedule (Appendix C) at the lowest step which reflects at least a two percent increase over their annual salary as reflected on Appendix A or B, unless placement on Step G reflects less than a two percent increase (in which case the administrator shall be placed on Step G).
- D.** In those years when a step advancement has been negotiated, eligible employees will advance one step on the salary schedule in accord with 1 and 2 below. (No step increase was negotiated for the 2002-03 school year.)
 - 1. Certified Administrators**
 - a.** Less than twelve month administrators employed prior to April 1, and twelve month administrators employed prior to May 1, will advance one step on the administrator salary schedule.
 - b.** Administrators assigned to a higher classification will be placed at their existing step in the new classification.
 - c.** Administrators assigned to a lower classification will be placed at their existing step in the new classification.

2. Classified Administrators

- a. Classified administrators employed prior to May 1, will advance one step on the administrator salary schedule in the appropriate classification.
- b. Administrators assigned to a higher classification will be placed at their existing step in the new classification.
- c. Administrators assigned to a lower classification will be placed at their existing step in the new classification.

E. Educational Stipend

1. Administrators with a Ph.D. or Ed.D. will receive a \$1,000 educational stipend to be added to their annual contract amount. This stipend will be prorated if applicable.
2. Administrators with an Educational Specialist degree will receive a \$700 educational stipend to be added to their annual contract amount. This stipend will be prorated if applicable.

F. Professional Development Stipend

1. Certified and classified administrators may participate in staff development activities approved by TUSD or other professional development activities as defined in paragraph 2 below.
2. Professional development activities include, but are not limited to, any of the following subject to approval by the administrator's supervisor:
 - a) Coursework related to education and/or an administrator's responsibilities and District initiatives;
 - b) Professional conferences
 - c) Internships
 - d) participation in a study group.
 - e) activities acceptable for certification renewal.
3. Administrators may not submit credits earned through coursework or TUSD staff development when TUSD has provided released time, registration fees, tuition, reimbursement or compensation in any other form.
4. Administrators who successfully complete forty-five hours of professional development activity shall receive a stipend of \$750 to be paid no later than the last paycheck prior to winter break.

The stipend payable during the July 1, 2002 to June 30, 2003 contract year will be based on professional development activity accumulated during the fifteen (15) month period prior to the first day of classes in August, 2002.

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

G. Stipend

1. A \$1000 stipend (to be added to the administrator's annual contract amount) shall be paid to each employee in the classification of a high school principal and/or a high school assistant principal. This stipend shall be paid only for the 2002-2003 school year, subject to #2 below.
2. Effective January 5, 2003, the \$1000 stipend referenced in G-1 above shall cease.

H. Insurance

1. For the 2002-2003 school year only, the TUSD Governing Board will provide \$2,519.80 to be applied to the full amount of the premium for the District-sponsored medical insurance program for each administrator.
2. For the 2002-2003 school year only, flex credit shall be available only to those who participated during the 2001-2002 school year. (No one employed after 2000-2001 shall be eligible for this benefit.) Said employees shall be provided with \$2,060 to select from the other insurance programs listed below.
3. The following optional insurance programs are available for an administrator at his/her own expense:
 - a. Medical Insurance (administrator);
 - b. Dental Insurance (administrator);
 - c. Dependent coverage for medical and/or dental care;
 - d. Income Protection (short term);
 - e. Life Insurance (up to three times salary or a maximum of \$300,000);
 - f. Vision;
 - g. Group Universal Life.

I. Longevity Allowance

Longevity allowances shall be as follows:

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

J. Travel Expenses

Mileage for work-related travel will be paid at the rate authorized by the State of Arizona and adopted by the Governing Board.

ARTICLE TWELVE

LEAVES OF ABSENCE WITH PAY

A. Personal Leave

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

B. Sick Leave

Administrators are entitled to accumulate sick days as follows:

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

C. Vacation Days

1. Twelve (12) month administrators receive twenty (20) days (160 hours) of vacation entitlement each year. Vacation entitlement is accrued on a monthly pro-rata basis starting with the first day of employment as a 12-month administrator. No more than thirty-five (35) days (280 hours) may be accrued, unless the administrator has requested (in writing) vacation leave and the request has been denied by the District, in which event the administrator would accrue in excess of 35 days (280 hours).
2. In addition to Section B-1, Sick Leave, twelve (12) month administrators receive four (4) additional vacation days which must be taken during specific times and may not be accrued. Three (3) days may be taken during the winter vacation period and one (1) day may be taken during the spring vacation period. These vacation days will be scheduled with the immediate supervisor. Schedules are to be arranged in high schools or departments so that there is an administrator on duty on all working days. No absence forms are to be submitted since these additional days are not included in the absence record keeping system.
3. In the case of administrators going from a twelve (12) month position to a ten (10) month position, the following applies:
 - administrator should take earned vacation time before June 30, end of 12-month contract year, if possible.
 - if it is impossible to take earned vacation time before June 30, administrator will be paid for unused vacation up to a maximum of thirty (30) days.
4. In the case of an administrator going from a ten (10) month position to a twelve (12) month position, administrator will commence accruing vacation time beginning with his/her first day of employment as a 12-month administrator.
5. Administrators separating from the District will receive payment for any unused vacation leave at their existing daily rate of pay at the time of separation.

D. Emergency

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

E. Sabbatical Leave

1. Sabbatical leave is granted for professional study or research which benefits the school program and students in TUSD.
2. After each seven (7) years of experience as a TUSD employee, a certificated administrator will be eligible for consideration for a one (1) year sabbatical leave. Applicants should submit their proposals for the following school year prior to the winter vacation. Applicants shall be notified by the office of the Superintendent of the status of their application by January 15.

3. Compensation for a certificated administrator on sabbatical leave shall be one-half (1/2) of the salary and fringes to which he/she is entitled by education and experience. A certificated administrator on sabbatical leave shall be considered to be in the employ of TUSD and shall be issued a contract.
4. A certificated administrator on sabbatical leave must return to TUSD for at least one (1) year. If he/she chooses not to return he/she shall be required to refund the amount of compensation received from the District during the sabbatical leave of absence. If he/she chooses to return to TUSD, he/she will be returned to the same or comparable administrative position.
5. Due to budget limitations, sabbatical leaves will not be funded for the 2002-2003 school year.

F. Medical Leave Assistance Program

1. Administrators who have depleted their accrued sick and personal leave as a result of serious illness or injury may request access to the Medical Leave Assistance Program by submitting a form to the Benefits Coordinator asking to receive donations of sick leave from other administrators. Serious illness or injury is defined as a "non work related" illness or injury that is anticipated to last for the continuous period of time of four or more weeks, as verified by a licensed health care practitioner.
2. The administrator may donate any number of sick leave days, provided that after the donation, the administrator still has thirty (30) or more days of accumulated sick leave. The administrator will designate the donation in the name of the employee to receive the donation. The District shall not disclose the name of the donor.
3. The recipient will be credited with the number of days donated, up to a maximum of one week after their projected return to work. Days donated in excess of this amount will be held in reserve and credited to the administrator only if needed. If not needed, days in excess of one week beyond the original amount requested will be restored to the donor(s). Days of leave, not the actual wage of the donor, will be donated.
4. No administrator shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term disability coverage.
5. No administrator may donate days to his/her immediate supervisor.
6. In addition to the above, administrators may donate to employees in other bargaining units who have requested access to the Medical Leave Assistance Program in accord with District policies and this Article 12-F.

ARTICLE THIRTEEN

PROFESSIONAL LIABILITY

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

- B.** Administrators will be notified on or before the inception of a new contract year, but not later than August 1, annually, as to what types and limits, if any, of liability coverage are available through the District's liability insurance. This information will be made available to ELI by the District.

ARTICLE FOURTEEN

EVALUATION

A. Evaluation of Administrators

Administrators will be evaluated according to applicable Arizona statutes and to Evaluation Procedures as adopted by the Governing Board.

B. Personnel File

1. All administrators in the Tucson Unified School District shall have the right to review the contents of her/his personnel file and to receive a copy of all material contained therein at District expense.
2. The official personnel file for all administrators shall be maintained in a location made known to administrators within fifteen (15) days following adoption of this policy and within fifteen (15) days after such files are moved, should the location be changed.
3. **A.** Following adoption of this policy, no material derogatory to an administrator's conduct, performance, character or personality shall be placed in the personnel file unless a copy is provided to the administrator for review, and unless the administrator has the opportunity to submit a reply to the material. Said reply shall be attached to the original document and shall remain attached throughout the term of that administrator's employment unless removed by mutual agreement between the administrator and the Superintendent of Schools or designee. Such agreement shall be in writing and signed by both the administrator and the Superintendent of Schools or designee.

ARTICLE FIFTEEN

LEAVES OF ABSENCE WITHOUT PAY

A. Eligibility

After three (3) years as an administrator, administrators are eligible for consideration for a one (1) year leave of absence for the purpose of professional study, scholarship, travel, training programs, health, military service, elderly parent care, or child care.

1. Application/Notification

Application for such leave shall be submitted in writing to Human Resources by March 15 each year. Notification will be made not later than May 15. Unless otherwise specified and approved, such leaves shall occur between July 1 and the following June 30.

2. Expiration of Leave (Return)

Administrators must notify the District of their intentions to return by February 1 or thirty (30) days prior to the leave's expiration date, whichever is earlier. Upon expiration of the leave, the administrator is guaranteed return to a comparable (same grade, same step) administrative position if one is available, and if he/she is recommended for the position by the Superintendent as a result of a selection process. (If no comparable position is available, or if the administrator is not selected, the administrator will be assigned to the next administrative vacancy that is in a classification below that of the position held at the time of leave, and for which he/she meets the minimum requirements. Said administrators will be placed on the step closest to their previous annual salary which does not result in an increase.)

- 3.** Number 2 above notwithstanding, administrators on a leave of absence are subject to the provisions of Article 8.

4. Administrators on leave of absence may request that their leave be rescinded prior to the scheduled expiration of the leave.

B. Extended Medical Leave

When an administrator has exhausted his/her sick leave days and is medically unable to return to work, he/she shall be allowed up to thirty (30) consecutive days unpaid medical leave with a written doctor's excuse. During this unpaid status, the District will continue to pay premiums on the District's portion of District-sponsored insurance plans in which the administrator was enrolled at the beginning of his/her unpaid pay status. When the administrator has exhausted all available leave balances, he/she must go on an unpaid leave of absence or return to work.

C. Family Leave

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

D. Variable Office Hours

With notification to the immediate supervisor, variable office hours may be kept as long as each administrator works the required number of hours and performs duties in a satisfactory manner. Variable office hours may be applied when normal work responsibilities require an administrator's presence at activities beyond the normal work day.

ARTICLE SIXTEEN

ADDITIONAL FTE ENTITLEMENT

In an elementary school with an enrollment entitling it to an "additional FTE" (currently over 600 students, including all pre-school children utilizing the school's facilities), the site administrator in consultation with his/her supervising administrator shall have the discretion to fill that position with any category of employee determined as most needed.

ARTICLE SEVENTEEN

ADMINISTRATIVE TRANSFERS

A. Purpose

The purpose of the following provisions on administrative transfers is to ensure consistent, fair and equitable transfer opportunities and assignments for all administrators. Transfers are not intended to replace administrative evaluations, nor are transfers to be used for punitive or disciplinary purposes.

B. Notice and Consultation

1. Written notice of all administrative vacancies occurring prior to the end of the school year and not advertised through TUSD's Human Resources Department will be provided by the District to each administrator and ELI.
2. All current administrators who volunteer to transfer may provide a letter of intent to the Executive Director of Human Resources and the Deputy Superintendent identifying the specific position in which he/she may be interested. Those current administrators shall be given equal consideration with other applicants in the placement or interview and selection process. Those schools that have been designated as site-based management schools will follow a selection and interview process in accord with Governing Board policy.
3. At a minimum, the immediate administrative supervisor shall be consulted by District staff and involved in decisions of transfer that affect their administrative teams. As an example and not by way of limitation, principals shall be consulted with regard to the selection of their assistant principals.
4. Any administrator who will be transferred by the District shall be given five (5) days notification by the Superintendent or designee prior to Governing Board action of the specific administrative position for

which the administrator is being proposed or recommended for transfer; and the administrator may request a meeting with the Superintendent or Deputy Superintendent on the proposed transfer. It is expected that the affected administrator will exercise discretion in communicating with staff and the community, acknowledging the Governing Board's responsibility to make decisions for the educational benefit of all students. Transfer appointments for the fall semester will be completed by June 30, except in cases of unforeseen circumstances.

ARTICLE EIGHTEEN

CONFLICT RESOLUTION PROCEDURE FOR ADMINISTRATORS

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

1. This Conflict Resolution Procedure will be used when an administrator is in disagreement with his/her immediate supervisor regarding the interpretation or implementation of a Governing Board Policy, Rule or Regulation, an Administrative Rule, Regulation or Procedure, or a section of the ELI Meet and Confer Agreement not otherwise provided for through Rules for Disciplinary Action Against an Administrator.
2. If a conflict occurs and has not been resolved through a conference between the administrator and his/her immediate supervisor, the administrator will complete the Administrator Conflict Resolution Document (sample on next page) and send it to the immediate supervisor. The immediate supervisor will provide the administrator with a written response within ten (10) work days, excluding weekends or holidays, after receipt of the Resolution Document.
3. If there is no conflict resolution satisfactory to the initiating administrator, the initiating administrator may appeal by sending copies of the Administrator Conflict Resolution Document, the written response and a statement of the points of disagreement to the next level administrator responsible for the supervision of the immediate supervisor, with copies to the Office of Employee Relations and to ELI. The appeal must be made within ten (10) work days, excluding weekends and holidays, of receipt of the immediate supervisor's written response.
4. The next level administrator will investigate the conflict. Such investigation will include a review of all documents and any other actions the administrator may feel necessary. Following such investigation, the administrator will meet within ten (10) work days of receipt of the complaint information, with the initiating administrator and the immediate supervisor in a mediation effort to bring agreement between the parties. If no such agreement is possible, the next level administrator will adjourn the meeting, and within ten (10) work days will give a decision in writing, which will be final.
5. The intent of this Conflict Resolution Procedure is to resolve actual or potential conflict at a level as close to the original decision as possible. No penalty, disciplinary action or other adverse condition will accrue to any administrator exercising their rights under this procedure.
6. The Administrator Conflict Resolution Document and any other forms necessary for expeditious handling of this procedure will be prepared by the Office of Employee Relations with a representative of ELI, as appointed by the ELI President.
7. None of the documents or information used in the above procedure will be placed in the personnel file of any of the individuals involved.

TUCSON UNIFIED SCHOOL DISTRICT

CONFLICT RESOLUTION DOCUMENT FOR ADMINISTRATORS

Date: _____

Initiator's Name: _____

Immediate Supervisor: _____

School/Department: _____

What is the nature of the conflict:

What do you perceive the remedy to be:

Signature of Employee

Date Received by Immediate Supervisor: _____

Immediate Supervisor's Response (within 10 working days of receipt):

Signature of Immediate Supervisor

Date

NOTE: If supervisor's response is not satisfactory, a copy of this form plus a cover letter should be sent to the next level administrator within 10 work days of receipt. Also send copies to the Employee Relations Office and ELI, 1604 N. Country Club Rd., Tucson, AZ 85716.

APPENDIX A
Certified Administrators
July 1, 2002 through January 4, 2003

	STEP	STEP	STEP	STEP	STEP	STEP
GRADE	2	3	4	5	6	7
I	50,735	52,003	53,303	54,636	56,002	57,402
I-A	51,454	52,740	54,058	55,410	56,795	58,215
I-A-12	56,344	57,753	59,197	60,677	62,194	63,748
II	52,157	53,461	54,798	56,168	57,572	59,011
II-12	57,093	58,521	59,984	61,483	63,021	64,596
III	52,478	53,790	55,135	56,513	57,926	59,374
IV	52,980	54,304	55,662	57,054	58,480	59,942
VA	54,027	55,378	56,762	58,181	59,636	61,127
VA-12	59,081	60,558	62,072	63,623	65,214	66,844
VB	54,802	56,172	57,576	59,016	60,491	62,003
VB-12	59,907	61,405	62,940	64,514	66,127	67,780
VI	56,348	57,756	59,200	60,680	62,197	63,752
VII	62,034	63,585	65,174	66,804	68,474	70,186
	STEP	STEP	STEP	STEP	STEP	STEP
GRADE	8	9	10	11	12	13
I	58,837	60,308	61,815	63,361	64,945	66,568
I-A	59,670	61,162	62,691	64,259	65,865	67,512
I-A-12	65,342	66,976	68,650	70,366	72,126	73,929
II	60,487	61,999	63,549	65,137	66,766	68,435
II-12	66,211	67,866	69,563	71,302	73,084	74,912
III	60,858	62,380	63,939	65,538	67,176	68,856
IV	61,440	62,976	64,551	66,165	67,819	69,514
VA	62,655	64,221	65,827	67,472	69,159	70,888
VA-12	68,515	70,228	71,984	73,784	75,628	77,519
VB	63,553	65,142	66,771	68,440	70,151	71,905
VB-12	69,474	71,211	72,991	74,816	76,687	78,604
VI	65,346	66,980	68,654	70,370	72,130	73,933
VII	71,940	73,739	75,582	77,472	79,409	81,394

APPENDIX B

CLASSIFIED ADMINISTRATORS

July 1, 2002 through January 4, 2003

GRADE	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
I	36,173	37,976	39,778	41,577	42,753	45,175
II	38,432	40,270	42,110	43,945	45,121	47,621
III	41,068	42,886	44,703	46,518	47,641	50,157
IV	44,899	47,212	49,517	51,822	53,346	56,438
V	46,768	49,395	52,028	54,652	56,445	59,907
VI	48,722	54,339	57,158	59,966	61,864	65,779

GRADE	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14
I	46,813	47,985	49,184	50,413	51,674	52,966	54,290
II	49,308	50,540	51,804	53,099	54,426	55,787	57,182
III	51,888	53,184	54,513	55,876	57,273	58,705	60,172
IV	58,334	59,792	61,288	62,819	64,390	65,999	67,649
V	61,865	63,412	64,998	66,623	68,288	69,995	71,745
VI	67,869	69,566	71,306	73,088	74,915	76,788	78,707

APPENDIX C

Salary Schedule for Administrators

January 5, 2003 through June 30, 2003

		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
GRADE 1	A	53,590	54,930	56,303	57,711	59,153	60,632	62,148
	B	55,265	56,646	58,063	59,514	61,002	62,527	64,090
	C	61,964	63,513	65,100	66,728	68,396	70,106	71,859
GRADE 2	A	58,703	60,170	61,675	63,216	64,797	66,417	68,077
	B	65,160	66,789	68,459	70,170	71,925	73,723	75,566
GRADE 3	A	69,586	71,326	73,109	74,937	76,810	78,730	80,699
GRADE 4	A	63,598	65,188	66,818	68,489	70,201	71,956	73,755
	B	71,307	73,090	74,917	76,790	78,710	80,678	82,695
GRADE 5	A	67,564	69,253	70,984	72,759	74,578	76,442	78,353
	B	69,591	71,331	73,114	74,942	76,815	78,736	80,704
	C	74,996	76,870	78,792	80,762	82,781	84,851	86,972
GRADE 6	A	80,159	82,163	84,217	86,323	88,481	90,693	92,960

1. Salaries for Elementary Principals (4-A) and Elementary Asst. Principals (1-B) include 6 additional contract days (previously paid as summer work compensation).
2. Salaries for MS Principals (5-A) and MS Asst. Principals (2-A) include 8 additional contract days (previously paid as summer work compensation).
3. Salaries for MS/Elementary Combination (5-B) include 14 additional contract days (previously paid as summer work compensation).

APPENDIX D
CERTIFIED ADMINISTRATOR POSITIONS
July 1, 2002 through January 4, 2003

Grade	People Soft Job Code	Title
I	15199	Program Specialist (10-month)
I-A	16105	Assistant Principal – Elementary
I-A-12	16108	Assistant Principal – Elementary (EYOS)
II	16109	Assistant Principal – Middle School
II-12	16107	Assistant Principal – Middle School (EYOS)
III		
IV	15297	Assistant Director – Fine Arts
	163011	Assistant Director – Hispanic Studies
	152992	Assistant Director – Instruction
	15292	Assistant Director – Magnet Programs
	15299	Assistant Director – Occupational Education
	16509	Assistant Director – Regional Service Center
	16510	Assistant Director – Ex Ed, Central Services
	151919	Director – Bilingual/Exceptional Education
	16305	Director – Substance Abuse Project
	14621	Asst. Director – Ombudsperson – Community Liaison
V	----	----
V-A	16118	Principal – Elementary
V-A-12	16112	Principal – Elementary (EYOS)
VB	15409	Assistant Director – Counseling & Substance Abuse
	16113	Principal – Dual Elementary
	16114	Principal – Middle School
V-B-12	16115	Principal – Middle School (EYOS)
VI	16116	Assistant Principal – High School
	16126	Director – Alternative Education
	151993	Director – Exceptional Educ/Community Liaison
	151997	Director – Exceptional Educ for GATE & Sec Ed
	16508	Director – Regional Service Center
	16308	Director – School Improvement
	16119	Principal – Mary Meredith K-12
	16110	Principal – Middle/Elementary School Combination
VII	16129	Director – Alternative Education
	15298	Director – African-American Studies
	16034	Director – Bilingual Education
	16309	Director – Interscholastics
	152991	Director – K-12 Core Curriculum
	16299	Director – Native-American Studies
	16301	Director – Professional Development
	14699	Director – School/Parent Development
	16117	Principal – High School

**APPENDIX E
 CLASSIFIED ADMINISTRATORS**

July 1, 2002 through January 4, 2003

Grade	People Soft Job Code	Title
I		
II		
III	24399	Director – Health Services
	25399	Director - K-8 Curriculum/Instruction
	26309	District Coordinator/School Safety & Security
	27005	Ombudsperson – People Soft/Kronos
	22759	Transportation Ombudsperson
IV	22090	Assistant Director – Financial Operations
	25205	Assistant Director – Instructional Computing
	21161	Director – Staff Services – Governing Board
	22799	Director – Transportation
V	22499	Director – Purchasing
	26509	Director – Risk Management
	27003	Director – Financial Services – Technical Support
	27004	Director – Human Resources – Technical Support
VI	24429	Director – Administrative Services
	23399	Director – Engineering Planning Services
	223991	Director – Equity Development
	22699	Director – Food Services
	23299	Director – Facilities Management
	22399	Assistant Director – Human Resources – Certified
	22398	Assistant Director – Human Resources – Class.
	21081	Director – Telecomm & Technical Services
	27000	People Soft Project Director
	24439	Legal Counsel

APPENDIX F
January 5, 2003 through June 30, 2003

GRADE		TITLE
1-A	15199	Program Specialist (10-month)
1-B	16105	Assistant Principal – Elementary
1-C	16108	Assistant Principal – Elementary (EYOS)
1-C	24399	Director – Health Services
1-C	26309	District Coordinator/School Safety & Security
1-C	22759	Transportation Ombudsperson
1-C	25399	Director - K-8 Curriculum/Instruction
1-C	27005	Ombudsperson – People Soft/Kronos
2-A	16109	Assistant Principal – Middle School
2-A		Assistant Principal – Dual Elementary
2-B	16107	Assistant Principal – Middle School (EYOS)
2-B	22799	Director – Transportation
2-B	16305	Director – Substance Abuse Project
2-B	25205	Assistant Director – Instructional Computing
2-B	15297	Assistant Director – Fine Arts
2-B	163011	Assistant Director – Hispanic Studies
2-B	152992	Assistant Director – Instruction
2-B	15292	Assistant Director – Magnet Programs
2-B	15299	Assistant Director – Occupational Education
2-B	14621	Asst. Director – Ombudsperson – Community Liaison
2-B	16509	Assistant Director – Regional Service Center
2-B	15301	Assistant Director – Guidance and Counseling
2-B	15302	Assistant Director – Library Services
2-B	16510	Assistant Director – Ex Ed, Central Services
2-B	15300	Assistant Director – Ex Ed, Transition
3-A	16116	Assistant Principal – High School
3-A	15409	Assistant Director – Counseling & Substance Abuse
3-A	22499	Director – Purchasing
4-A	16118	Principal – Elementary
4-B	16112	Principal – Elementary (EYOS)
4-B	151919	Director – Bilingual/Exceptional Education
4-B	151993	Director – Exceptional Educ/Community Liaison
4-B	16508	Director – Regional Service Centers
4-B	16308	Director – School Improvement
4-B	23399	Director – Engineering Planning Services
4-B	22699	Director – Food Services
4-B	23299	Director – Facilities Management
4-B	21081	Director – Telecomm & Technical Services
4-B	27000	Director People Soft Project

4-B	151993	Director – Exceptional Educ/Community Liaison
4-B	151997	Director – Exceptional Educ for GATE & Sec Ed
5-A	16114	Principal – Middle School
5-A	16119	Principal – Mary Meredith K-12
5-A	16113	Principal – Dual Elementary
5-B	16110	Principal – Middle/Elementary School Combination
5-C	16115	Principal – Middle School (EYOS)
5-C	15298	Director – African-American Studies
5-C	16034	Director – Bilingual Education
5-C	16309	Director – Interscholastics
5-C	16299	Director – Native-American Studies
5-C	16301	Director – Professional Development
5-C	14699	Director – School/Parent Development
5-C	16129	Director – Alternative Education
5	152991	Director – K-12 Core Curriculum
6	16117	Principal – High School

RATIFICATION

WAGE AND BENEFIT PROVISIONS SHALL BE EFFECTIVE JANUARY 5, 2003, AND ALL OTHER PROVISIONS SHALL BE EFFECTIVE THE DAY FOLLOWING RATIFICATION BY THE GOVERNING BOARD OF TUCSON UNIFIED SCHOOL DISTRICT AND EDUCATIONAL LEADERS, INC., AND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH THE 30TH DAY OF JUNE, 2003.

Tucson Unified School District

Educational Leaders, Inc.

Mary Belle McCorkle, President
TUSD Governing Board

Mary Pat Matyas, President
Educational Leaders, Inc.

Date: _____

Date: _____

ELI – TUSD JOINT SALARY TASK FORCE WORKSHEET

This worksheet is included for informational purposes only. The concepts were part of the ELI/TUSD Joint Salary Task Force Report and Recommendations approved by the Governing Board February 19, 2002, but this Worksheet is not part of the 2002-2003 Meet and Confer Agreement approved by the Governing Board on November 12, 2002.

		WORKING DAYS *	WORKING DAY RATE OF PAY						
			STEP	STEP	STEP	STEP	STEP	STEP	STEP
			A	B	C	D	E	F	G
GRADE	A	192	279.12	286.09	293.25	300.58	308.09	315.79	323.69
	B	198							
	C	222							
GRADE	A	200	293.51	300.85	308.37	316.08	323.98	332.08	340.39
	B	222							
GRADE	A	222	313.45	321.29	329.32	337.55	345.99	354.64	363.51
GRADE	A	198	321.20	329.23	337.46	345.90	354.55	363.41	372.50
	B	222							
GRADE	A	200	337.82	346.26	354.92	363.79	372.89	382.21	391.77
	B	206							
	C	222							
GRADE	A	222	361.08	370.10	379.36	388.84	398.56	408.53	418.74
*		<p>WORKING DAYS was a concept used by the ELI/TUSD Joint Salary Task Force in order to calculate working day rates of pay. It was determined by subtracting from the annual contract days all paid holidays and vacation days and was used to develop annual salaries. Therefore, working day rates of pay will not coincide with the daily rate of pay utilized by the District, which for payroll purposes, is based on the annual salary divided by the actual contract days, including holidays and vacation.</p>							