

**Meet and Confer  
Agreement  
2005-2006**

**Between**

**Fountain Hills  
Education Association**

**And**

**The Governing Board of  
Fountain Hills Unified  
School District #98**

## TABLE OF CONTENTS

I.	Meet and Confer Process .....	4-5
	A. Intent and Goals	
	B. Recognition	
	C. Term of Agreement	
	D. Definitions	
II.	Compensation .....	6-7
	A. Compensation Schedule	
	B. Supplementary Pay	
	C. Payroll Deductions	
	D. Payment of Salary	
III.	Benefits .....	7-12
	A. Insurance Benefits	
	B. Paid Leaves	
	1. Sick/Personal Leave	
	2. Substitute Budget Reallocation Plan	
	3. Sick Leave Bank	
	4. Professional Leave	
	5. Sabbatical Leave	
	6. Jury Duty	
	C. Unpaid Leaves	
	1. Leave of Absence	
	2. Family and Medical Leave	
	D. Sick/Personal Leave Reimbursement	
IV.	Working Conditions .....	13-16
	A. Class Load	
	B. Planning Time	
	C. Duty-free Lunch	
	D. In-service Training	
	E. Faculty Meetings	
	F. Materials and Facilities	
	G. Student Discipline	

H. Building Access	
I. Staff Serving More Than One School	
J. School Calendar	
K. Length of Contract	
L. Parent-Teacher Conferences	
M. Special Ed./504 Conferences	
N. Committee Work	
O. Duty Assignments	
V. Staff Rights and Responsibilities .....	17-20
A. Non-discrimination	
B. Evaluation System	
C. Notification of Assignment	
D. Vacancies	
E. Seniority	
F. Transfers	
G. Reduction in Force	
H. Student Complaints	
I. Parental/Public Complaints	
J. Disciplinary Actions Toward Teachers	
K. Personnel Files	
L. Academic Freedom	
M. Staff Input and Involvement	
N. Principal Evaluation	
O. Site Councils	
P. Association Rights	
Q. Complaints and Grievances	
R. Availability of Policies	
Addenda .....	
A. Compensation Schedule	
B. Supplementary Pay Schedule	
C. School Calendar	

## **MEET AND CONFER PROCESS**

### **Intent and Goals**

The Governing Board of the Fountain Hills Unified School District and the Fountain Hills Education Association agree that the educational welfare of the children of the District is paramount in the operation of the schools.

The Board recognizes that teaching is a profession, that members of this profession have specialized educational qualifications, and that their participation in policy development on matters relative to the professional services of teachers is important to the success of school programs.

The Board and the Association recognize their responsibilities toward each other and to the community for conferring in good faith to reach agreements which are mutually acceptable. The Meet and Confer process is a means of facilitating communication and cooperation between and among all staff and the Board.

In order to promote maximum utilization of the ability, experience, and judgment of all parties sharing responsibility for the quality in the Fountain Hills Unified School District, the parties do hereby enter into the following agreement.

### **Recognition**

The Governing Board of the Fountain Hills Unified School District recognizes the Fountain Hills Education Association as the representative for teachers for the purpose of representing them on matters with respect to salaries, benefits, and working conditions.

The FHEA Meet and Confer committee will be established by the Superintendent and the Association to investigate any issues which remain unresolved in this agreement. The FHEA Meet and Confer committee will review all other committees' recommendations (relating to salaries, benefits, calendar, and working conditions) prior to presentation to the Board.

If any part of this agreement is held to be invalid by operation of law or any tribunal of appropriate jurisdiction, or if compliance or enforcement of any part should be restrained by such tribunal, the remainder of this agreement will not be affected. The Meet and Confer process will commence within ten (10) working days of notification of a final determination of such illegality for the purpose of attempting to reach a mutually satisfactory solution for such part. All understandings and agreements reached as a result of this procedure will be reduced to writing, signed by each party, and made a part of this agreement.

### **Term of Agreement**

This agreement between the Fountain Hills Education Association and the Governing Board of the Fountain Hills Unified School District will be effective as of July 1, 2005 and will continue in effect through June 30, 2006.

### **Definitions**

- "District" will mean the Fountain Hills Unified School District.
- "Board" will mean the Governing Board of the Fountain Hills Unified School District.
- "Board Representatives" will mean the officially designated representatives of the Governing Board of the Fountain Hills Unified School District.
- "Teacher" will mean any employee of the Fountain Hills Unified School District who receives a teacher's contract.
- "Association" will mean the Fountain Hills Education Association, which is the representative for the teachers.

- "Association Representatives" will mean the officially designated representatives of the Fountain Hills Education Association.
- "Working days" will mean days when teachers are required to be at their schools or places of assignment. During the summer, "working days" will mean days when the District's central administrative offices are open to the public for business.
- "Fully-appointed teacher" will mean a teacher who has been employed by the District for more than the major portion of three consecutive school years and who is under contract of employment with the District for the current year.
- "Limited appointment teacher" will mean a teacher who has not been employed by the District for more than the major portion of three consecutive school years and who is under contract of employment with the District for the current school year.
- "Site council" will mean the inclusionary process in which the people who effect and are affected by significant decisions participate in making those decisions.
- Base salary = Contract salary – Classroom Site Fund (base and menu monies)
- Per Diem = Base salary divided by 211 days

For the purpose of comparing our district to other districts, both the FHEA and the District Meet and Confer teams will use the following districts: Cave Creek, Mesa, Paradise Valley, and Scottsdale.

## **COMPENSATION**

### **Compensation Schedule**

The current schedule for compensation will become an addendum to this agreement.

### **Supplementary Pay**

Supplementary contracts will be issued for all paid positions in addition to the regular teaching contract. Following confirmation of contract, payment for such contracted positions will be initiated at the commencement of the activity. Employees with supplemental pay positions will have the opportunity to choose to receive their pay throughout the activity or through the remainder of the school year.

Job descriptions for all supplementary contract positions have been developed by the Meet and Confer Standing Committee. All vacancies in supplementary pay positions will be posted. Staff members may also request consideration for such positions whether or not a vacancy exists.

All coaches will have a performance review, on the approved review form, after each season. Head coaches will review all assistant, junior varsity, and freshman coaches in their sport. All head coaches will be reviewed by the athletic director. Principals will consider these reviews in their recommendations for contract renewal or non-renewal. The athletic director will be reviewed by his/her principal.

Contracts for the following year may be offered within one month after the state competition of that sport, or one month after the end of the season for sports which do not have state competition.

All non-coaching positions will be reviewed annually by the building principal. Contracts for supplemental positions other than coaching should be offered by August 15.

All parental/public complaints regarding a coach/sponsor must follow the District's Parental/Public Complaints policy (GCPD).

Any position or sponsorship eliminated or not funded at this point may be reconsidered after sudden growth monies are allocated. Site Councils may assist in prioritizing the sponsorships which will then be referred to the Meet and Confer Standing Committee for final approval. Staff members interested in establishing a new activity must follow the established procedure for operating a student activity.

### **Levels for Supplementary Pay**

The current schedule for supplementary pay will become an addendum to this agreement.

Additional pay rates:

- Substituting for another teacher, \$15.00 per hour/period
- Curriculum development, assessment development, administration or special program development/planning, \$17.00 per hour
- Teaching, ESY, alternative education or staff development classes, \$23.00 per hour
- Summer School pay will be determined year to year based on summer school fees collected and enrollment
- ISS supervision, \$15.00 per hour/period
- Saturday School Supervision, \$17.00/hour
- Homework Lab supervision, \$17.00/hour

## **Procedure for Establishing Supplementary Pay Position**

1. Site council and/or the Principal recommend a new club or activity sponsorship for consideration.
2. The job description template from Personnel is completed by the building principal and forwarded to the Superintendent. The completed job description includes a recommendation for the pay level on the supplementary scale.
3. Attached to the job description is a memo describing how the site will fund the new activity.
4. The Superintendent (or his/her designee) will submit the completed job description and funding recommendation to the Meet and Confer Standing Committee.
5. The Meet and Confer Standing Committee reviews the job description and funding recommendations. If the Committee approves the activity they will assign the activity a supplementary pay level and recommend the activity to the Governing Board for approval.
6. The new position will be posted.
7. The Principal submits a hire form to Personnel with the recommended sponsor for the activity.
8. Once the sponsor is chosen, they must follow the established procedure for operating a student activity account, if needed, in order to fund events/supplies.
9. All sponsorships for the next school year will be submitted prior to May 1. New activities submitted over the summer or in the course of the school year may not be considered until the following year.

## **Payroll Deductions**

Teachers may sign and deliver to the District an authorization to deduct membership dues and assessments of the Association, including the Arizona Education Association and the National Education Association. The deduction of membership dues upon a member's request shall be made in equal amounts, starting with the first paycheck after such authorization and ending with the last paycheck of the school year. The District agrees to remit promptly to the Arizona Education Association all monies deducted, accompanied by a list of teachers from whom deductions have been made.

## **Payment of Salary**

Payment of salary shall be on a biweekly basis, with the first check to be received no later than two weeks after the beginning contract date. The teacher may request that the wages earned be paid in 22 or 26 payments.

In accordance with the distribution guidelines in Prop 202 (Instructional Improvement Fund), fifty percent (50%) of the money received in the Instructional Improvement Fund (ARS 15-979), will be equally distributed in June in the form of stipend checks to all those employees who qualify under the definition of teacher. Teachers will receive this as a separate check and Prop 202 monies will not be part of the base salary structure.

## **BENEFITS**

### **Insurance Benefits**

The District will provide a group health insurance and benefit plan/option for each participating fulltime teacher. Coverage will begin the first of the month following the first 30 days of employment.

1. The plan will be consistent with that provided all teachers in the District.
2. For each part-time teacher who teaches at least 30 hours per week and meets eligibility requirements, the District and employee will make pro-rated payments of insurance premiums to provide insurance coverage. The pro-rated premiums will coincide with the percentage of contract time.
3. A covered teacher resigning effective at the end of the school year, who has fulfilled his/her contractual obligations, will have insurance continued until June 30. Any teacher who resigns during the year will have insurance continued until the end of the month in which employment terminates. In either case, he/she will be

eligible to continue group health and dental coverage as defined under the Consolidated Omnibus Budget Reconciliation Act (COBRA) laws. Life insurance may be converted to an individual policy.

4. Family coverage is available if paid for by the eligible employee.

Provisions of the insurance program will be detailed in master policies and contracts to include:

1. Health insurance
2. Dental insurance
3. Life insurance/Accidental Death and Dismemberment

The insurance program will maintain such benefits as currently exist.

The District will provide to each teacher a description of the insurance coverage and the necessary paperwork required to participate in full coverage under these policies no later than the enrollment date. This will include a clear description and limits of coverage as listed above.

A cafeteria/flex benefit plan may be made available to all teachers.

The District will allow an association member to be on a committee that reviews all insurance issues that are relevant to employees (i.e. health, dental, vision).

### **Professional/Support Staff Leaves and Absences (GCC)**

The Superintendent or immediate supervisor may request a letter, some proof of an event, or an explanation of an absence and the expected return date for any leave request under consideration.

Any employee who can be shown to have willfully violated or misused the District's leave policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal.

### **Sick Leave**

Sick leave for certified and classified personnel is a designated amount of leave that is to be granted to a staff member who, through personal or immediate family illness (immediate family defined) is unable to perform the duties of his/her position. Sick leave may include other pre-excused medical appointments or treatments which cannot be scheduled on non-duty days.

Immediate Family includes:

- Spouse
- Children
- Parents
- Brothers or sisters and their spouses
- Grandparents
- Grandchildren
- Parents of spouse
- Brothers or sisters of spouse
- Sons or daughters in law
- Aunts
- Uncles

Family sick leave must be approved by the Superintendent if it exceeds 5 consecutive days.



The Superintendent or designee may request a physician's letter or an explanation of an absence and expected return date for their personal or family illness.

Any employee who can be shown to have willfully violated or misused the District's leave policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal.

Sick leave days will be distributed at the beginning of the contract year for certified staff only.

10, 11, and 12 month certified and classified employees will receive 10 sick days.

Classified staff working less than 10 months or on part time contracts will be prorated accordingly.

Sick leave shall be used in not less than ½ day increments by certified staff.

Any staff member not working a full contract year will have sick days pro-rated.

The unused portion of such allowance shall accumulate to a maximum of 180 days, at which time no more leave can be earned. As accumulated leave days are used and drop below 180 days, an eligible employee may again accumulate leave up to the maximum limit.

### **Personal Leave**

Certified staff will receive personal leave days at the beginning of the contract year. 10, 11, and 12 month employees will receive 3 days per contract year.

Any staff member not working a full contract year will have personal days pro-rated.

Personal leave is defined as a day needed for personal business that cannot be scheduled for any other time. It is not to be used for vacations.

For certified staff, no more than two days of personal leave per site per contract day may be taken at any one time. However, no personal days may be taken the first and last 10 teacher contract days, and days before and after the Fall, Thanksgiving, Winter and Spring holidays. These calendar restrictions apply also for classified staff. Days taken during these times or that exceed the certified personal leave allotted per site or per person will be docked at the amount it would cost to hire a substitute teacher. (GCCB)

Requests for personal leave must be received as far in advance as possible prior to the day of leave and require approval by the building principal or supervisor.

Requests will be granted in order of receipt. Availability of subs may limit ability of principal to grant personal leave.

Personal leave may be used in not less than ½ day increments by certified staff.

One additional personal leave day will be granted for every 5 years of employment with the district.

Any personal leave remaining at the end of the school year will accrue as sick leave.

### **Bereavement Leave**

Five days, per occurrence, for death in the immediate family (see definitions for immediate family under Sick Leave). These days will not be deducted from accumulated sick leave.

Extensions of bereavement leave may be granted upon personal request and will be deducted from accumulated sick leave.

Any employee who can be shown to have willfully violated or misused the District's leave policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal.

### **Substitute Budget Reallocation Incentive**

As a part of the total compensation package for each fulltime teacher, an account in the amount of \$450 (or current sub rate x 6) will be established. Amounts for part-time teachers will be established based on a pro-rated amount, to be determined by the percentage of time worked as listed in their contract.

For each day, up to the first six (6) days, when a teacher is absent from his/her assignment, \$75 (or current sub rate) will be deducted from the teacher's substitute account (with the exception of professional, school business, jury duty, or military duty days). Money remaining in each teacher's account at the end of the school year, up to \$450 (or current sub rate x 6), will be paid in a separate check to that teacher in June. A teacher who signs a contract for the full year and subsequently retires from service will receive a pro-rated share, based on the number of days worked.

### **Sick Leave Bank**

A sick leave bank (SLB) will be established and maintained for all District teachers. Participation shall be on a voluntary basis, with employees who wish to participate initially contributing two (2) days of unused leave to the bank during the month of September. Employees not participating in previous years may enroll in the SLB during the month of September of any succeeding year by contributing two (2) days of leave to the SLB. When the days in the SLB drop below the minimum balance established, those members wishing to continue membership with the bank will be required to contribute one (1) additional day to the SLB. Days contributed to the SLB cannot be refunded unless the SLB is dissolved.

Only those employees contributing to the SLB will be eligible to receive days from it. A teacher may receive days from the SLB for seriously incapacitating or extended personal injury or illness to self or immediate family.

The SLB will be administered by a committee composed of three (3) teachers appointed by the Association, one (1) administrator appointed by the Superintendent, and one (1) representative appointed by the Superintendent.

An individual whose accumulated leave days have been exhausted may request from two (2) to twenty (20) consecutive days by submitting an application on the appropriate form to the SLB Committee. A medical doctor's statement must be submitted to the committee along with the request to receive days from the SLB. An employee may submit additional requests, following SLB guidelines, after the initial grant has been expended. No teacher shall be eligible for the SLB after qualifying for disability coverage. The SLB Committee shall review each case independently, following SLB procedures. All decisions of the SLB Committee are final.

### **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. Requests must be made ten (10) working days in advance and should be accompanied by any paperwork necessary to process the request.

### **Sabbatical Leave**

A sabbatical leave for a maximum of one year may be available to a teacher for the purpose of continuing professional education. Such leave may be granted only to a teacher who has taught full-time in the District for at

least seven (7) consecutive years immediately prior to the time the sabbatical leave is to commence and who has not previously been granted a sabbatical leave of absence by the Governing Board.

Written requests for sabbatical leave must be received by the Superintendent no later than February 1.

The Governing Board may authorize a salary paid to the person to whom the sabbatical leave is granted. Such salary will be no more than one-half of the teacher's current salary.

The employee granted a sabbatical leave will be governed by applicable Arizona Revised Statutes and by District policy GCCF.

### **Jury Duty**

Leaves of absence for jury duty will be granted upon notifying the Superintendent's office. Teachers on jury duty shall be paid their regular salary less any payment received for jury duty. The teacher shall be entitled to withhold payment received from the court system for travel expenses.

### **Unpaid Leaves:**

#### **Leave of Absence**

A leave of absence, without pay, may be granted an employee upon the recommendation of the Superintendent and approval of the Board for a period not longer than one year. All requests for such extended leave of absence shall be in writing and must be submitted by March 15 unless good cause is shown for filing such request after that date.

If leave is granted, all rights of tenure, retirement, accrued leave, salary increments, and other benefits provided by law shall be preserved at the level earned when leave is granted and available to the employee after the termination of the leave of absence.

All employees receiving a leave of absence are required to give written notice of intent to return (together with whatever supporting documentation that the Board may reasonably require) at the beginning of the next school year on or before March 1 of the leave year.

If a leave of absence is requested during the then current school year due to medical reasons, all leave days accumulated by the employee must be used before the leave of absence will be granted.

#### **Family and Medical Leave**

The Board will grant unpaid leave of up to twelve (12) weeks to a teacher in accordance with Board policy GCCC for any one of the following reasons:

1. For the care of the teacher's child after birth or placement for adoption or foster care
2. For the care of the teacher's spouse, son or daughter, or parent who has a serious health condition
3. For a serious health condition that makes the teacher unable to perform his/her job

Accumulated leave may be substituted for unpaid leave.

The teacher may be required to provide advance leave notice and medical certification and ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable."

For the duration of the FMLA leave, the District will maintain the teacher's existing health insurance benefits under the District's group health plan.

Upon return from FMLA leave, the teacher shall be restored to his/her original or equivalent position with the same pay, benefits, and other terms of employment.

**Sick/Personal Leave Reimbursement**

Upon resignation, retirement, or death, any employee (his/her estate) with at least seven (7) continuous years of service to the Fountain Hills Unified School District shall be reimbursed 25% of the accumulated leave at the current substitute rate.

An employee with at least eleven (11) continuous years of service to the District shall be reimbursed 50% of the accumulated leave at the current substitute rate.

An employee with at least fifteen (15) continuous years of service to the District shall be reimbursed 100% of the accumulated leave at the current substitute rate.

## **WORKING CONDITIONS**

### **Class Load**

It is the Board's and the Administration's intention to strive for the best possible class loads given the financial conditions, space availability, and student needs in any given year in any given building.

Administrators will follow suggested guidelines for staff allocations as outlined in Board policy IIB. Using the criteria established in that policy, the goals for maximum class size in a regular education classroom shall be as follows:

Kindergarten	26 (per session)
Primary grades (1-3)	28
Intermediate grades (4-5)	31
Middle School/High School (6-12)	31

It should be noted that certain specialized secondary classes such as science labs, technology labs, and classrooms for certain elective subjects will be more limited in enrollment by virtue of the facilities and equipment available. A goal for maximum total student load at the secondary level is 160 students, with a maximum of three academic preparations. A goal for maximum total student load for special area teachers at the elementary level is 160 students per day. Special Education class size goals will be in accordance with Board policy IHB-R (1).

Enrollment will be evaluated in August. Dependent on available resources, staff assignments may be adjusted to comply with class size goals established by Board policy IHB(2)

### **Planning Time**

All fulltime teachers will be provided with at least 175 minutes in a regularly scheduled class week for planning and preparing lessons. This time will be scheduled during the normal student day.

Elementary teachers will be provided a minimum daily preparation time of thirty (30) continuous minutes each day.

Elementary teachers are not required to be present when their classes are receiving instruction from various teaching specialists.

All fulltime middle school and high school teachers shall have one student period daily for planning and preparing lessons.

During their planning period, the teachers shall have no other assignment except in an emergency situation. It is expected that teachers will normally devote themselves to preparation and similar professional pursuits during the planning period.

Teachers who cover an additional class in lieu of a substitute will be compensated at the rate of \$15 per period/hour.

### **Duty-free Lunch**

All fulltime teachers shall receive at a minimum a thirty (30) minute uninterrupted, duty-free lunch period daily. No teacher shall be assigned lunch supervision during the duty-free lunch time without receiving remuneration or released time therefore.

Lunch schedules shall not be changed except in emergency situations. When special situations arise, the administrator will consult with the affected teacher(s) to reach agreement.

Teachers shall be free to leave the work site during their lunch break.

## **In-service Training**

The Association may recommend to the Team Leaders, topics for workshops, conferences, and programs designed for teachers during the contract time.

Of the teacher contract days prior to the opening of school, teachers will be required to attend no more than half of those days for in-service and staff development. These days will be within the approved school calendar. An additional day may be required for orientation of newly hired teachers. Teachers will also be required to attend scheduled in-service during the school year.

All teachers are eligible to be compensated for in-service days that were added to the calendar beginning in 1997, as per the M/O budget override. All teachers who attend these optional days (February 17, 2006 and April 14, 2006) will receive the additional pay following the designated override in-service day in the 2005-2006 school year. The amount of this stipend will be determined by the teacher's base salary as funding permits.

[Base salary = Contract salary – Classroom Site Fund money (base and menu monies)]

Optional or voluntary programs may be recommended. Teachers may be compensated by professional growth credit for their participation beyond contract time.

## **Faculty Meetings**

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should be focused in this direction. The Board and the Association also recognize that teacher input in school and district committees and decisions is essential. To assist in balancing these two critical areas, the Board and the administration will continually seek to limit meetings, to prioritize items, and to seek broad representation from staff.

Each teacher is expected to play a constructive professional role by attending and participating in staff meetings, department meetings, and/or grade level meetings. Each teacher will attend all scheduled meetings unless other arrangements have been specifically made with the building principal.

Teachers should be required to attend no more than one (1) monthly full-staff meeting beyond the regularly scheduled day, other than at the beginning of the school year. The meetings shall not begin more than one hour prior to the school start time and should not extend later than one hour after the school day end. Every attempt will be made to establish a consistent meeting day, place, and time. An agenda shall be available prior to meeting time.

The Association will provide a calendar of meeting times to building and district administrators, and the administrators will honor established meeting dates. The Association and administration recognize that emergency situations may arise which may require additional meetings. Notification of the emergency meeting will be given as soon as possible and disciplinary action shall not result from nonattendance if less than twenty-four hours notice has been given. It will be the teacher's responsibility to communicate with the building administrator as soon as possible after the missed meeting.

## **Materials and Facilities**

The site-based councils will consider input from teachers concerning work areas, storage, materials, texts, furniture and equipment, and supplies. All needs brought before the council in these areas will be considered and may be implemented depending upon the financial impact on the district and the congruence with the district's vision, mission, and goals.

## **Student Discipline**

It is the responsibility of every teacher to assist in the maintenance of a positive atmosphere in the school. This means that classroom teachers must exercise supervision both within the classroom and on school premises. Adequate records of specific student violations or incidents will be kept by the teacher.

At the start of each school year, a copy of those Board policies relating to discipline will be made available to each teacher at the place of assignment.

The Board, the Superintendent, and the administration recognize that discipline is primarily the responsibility of the teachers, and that when teachers are endeavoring to carry out that responsibility they deserve the support of the Board, the Superintendent, and the administration. All appropriate support will be given to teachers with respect to the maintenance of control and discipline in the classroom. In cases of office referral, the administrator will provide the teacher with follow-up documentation.

While classroom behavior and students' well-being and safety are primarily the responsibility of the classroom teacher, the entire professional staff, under the leadership of each principal, will cooperate to provide a learning environment in which pupils react in a positive manner.

Prior to the end of the school year, each site will develop a discipline plan for the following school year with input from administrators, staff, and students. Copies of the discipline plan will be distributed to all students, staff, and parents. A copy of the discipline plan will be posted in each classroom and be reviewed periodically with students and staff.

### **Building Access**

The Association and the administration recognize the need for teachers to have access to their classrooms outside of the regular teaching day. In order to balance the availability of such access with the concerns for staff safety and building security, the site council at each school shall establish a process for making facilities available for a total of 55 hours per week at each building.

### **Staff Serving More Than One School**

Teachers who travel from one school to another on a regular basis shall have the same rights to a planning period and lunch period as other teachers. Their duty hours may not exceed those of other teachers.

Teachers will be allowed thirty (30) minutes of traveling and class set-up time between buildings. Classes in each building will be scheduled accordingly. Travel time will be exclusive of lunch and/or planning time. A mileage allowance will be paid only to teachers who travel between schools on a daily basis. It is the teacher's responsibility to complete and submit the appropriate forms.

Principals at each school served by the traveling teacher will meet with the teacher(s) involved to assure optimum scheduling and that they carry no larger load in subject area assignments, duty assignments, professional meetings, and community activities than any teacher assigned to one school. Their required attendance at open houses, parent orientations, and evening conferences shall not exceed that of any teacher assigned to one school.

### **School Calendar**

A school calendar for the following year will be established by the Board in consultation with the Association. Said calendar will be presented to the Governing Board for approval no later than April 15 of each school year. The adopted calendar will become an addendum to this agreement.

### **Length of Contract**

The length of the professional teacher contract shall include 180 student days, scheduled in-service/work days, 10 days for winter/holiday break, 5 days for fall and spring breaks, and holidays contained in the Board-adopted calendar. Teacher contracts will state the teacher's years of service to the district.

### **Parent-Teacher Conferences**

Teachers will be required to be in attendance at school during all scheduled parent conference days/evenings.

### **Special Ed./504 Conferences**

Special and regular educators must by law be involved in the planning for all Special Needs students. Case managers for Special Needs students will provide notice to all participants at least seven (7) days prior to each conference. If a teacher is unable to attend, the non-attendance must be cleared with the building principal, and the Special Needs case manager must be notified as soon as possible.

### **Committee Work**

All teachers are expected to participate on one building or district committee during the year. Participation in additional committee work is at the discretion of the teacher.

Committee descriptions will be available to all teachers.

### **Duty Assignments**

Duty assignments must comply with the regularly scheduled workday and guaranteed planning/lunch times, except in an emergency situation.



## **STAFF RIGHTS AND RESPONSIBILITIES**

### **Non-Discrimination**

The District shall provide equal opportunities for all teachers in teaching assignments, extracurricular assignments and compensation, and duty assignments. Assignments may not be made on the basis of race, color, creed, national origin, age, sex, disability, or professional organization membership.

### **Evaluation System**

Periodically, the Superintendent and the Association will appoint a committee of teachers and administrators for the purpose of review and possible revision of the system for the evaluation of teachers in the District, as prescribed by ARS 15-537. The committee will be comprised of three (3) teachers appointed by the Association and two (2) administrators appointed by the Superintendent.

The committee will submit its final report and recommendations to the Superintendent on a timeline to maintain compliance with ARS 15-537 and other applicable state mandated compliance schedules, but not later than April 15 of each school year. The committee's recommendations for changes will be reviewed by the teachers prior to adoption by the Board.

### **Notification of Assignment**

All contracted teachers will be given notification of their tentative school assignments when contracts are issued. Teachers will also be informed if their specific assignment cannot be determined by the end of the school year.

The building principal will formally notify classroom teachers of their tentative projected classes and/or tentative projected subject assignments prior to contract due date (30 days from issuance).

In the event that changes in such initial class and/or subject assignments or building assignments are necessary before the beginning of the new school year, all teachers affected will be notified by certified letter. All teachers will leave summer addresses and telephone numbers with their principals.

Principals will assign teachers in the area(s) of their teaching certificates and/or their major or minor fields of study and/or in their area(s) of competence.

### **Vacancies**

All professional staff vacancies will be posted within five (5) days of the position becoming available. Posting will be at each school site during the school year and at the district office during the summer. Postings will be updated weekly.

### **Seniority**

By October 1 of each year, the District will publish and distribute to all teachers and to the Association a seniority list, ranking each teacher from the greatest to the least seniority. This list shall also itemize, after each name, such teacher's area(s) of certification. A teacher's seniority is established by the initial date of employment in the District, based on board approval of contract, and on the number of years of actual service in the District. Given the same date of employment, fulltime positions shall rank higher on the seniority list than part-time positions.

### **Transfers**

Teachers may request transfer or reassignment to another school or position whether or not a vacancy exists. When a job opening occurs, the teacher must submit a letter of interest to the Human Resources Department in order to be considered for the position. It shall be the policy of the Board that instructional personnel be assigned on the basis of their qualifications, the needs of the District, and their teaching preference. When it is not possible to meet all three conditions, personnel shall be assigned according to the following procedures:

1. The needs of the District
2. Where administration decides the employee is most qualified to serve
3. According to preference and seniority

When a transfer is not granted, the teacher will be notified by the Human Resources Department of reasons for the decision.

### **Reduction in Force**

The Governing Board has full authority to reduce the number of teachers in the District in accordance with Arizona Revised Statutes (ARS 15-536 and 15-544). The Governing Board will make a decision regarding staff reduction on or before April 15 for any actions to be taken during the following fiscal year.

The procedures to be utilized when it is determined that there is to be a reduction in force will be as follows:

1. The District shall use the district-wide seniority list and identify the number of positions to be reduced.
2. The areas/grade levels where the reductions are to occur will be identified.
3. The qualifications of affected personnel will be determined for positions in the District. For the purpose of a RIF, a person will be considered qualified if he/she is certified in the area to be preserved in conjunction with the requirements of "Highly Qualified Teachers" guidelines approved 8/25/03. Professional Growth and background experience will be reviewed. (No Child Left Behind)
4. Qualified persons will be allowed to bump least senior personnel in positions that continue to exist.
5. Callback offers will be made starting with the most senior qualified staff member on the list of teachers laid off and continue in order of seniority.
6. Staff members on the callback list may refuse three (3) positions before being placed on the bottom of the callback list.
7. Personnel will be maintained on the callback list for three (3) years from the date of layoff, unless the teacher presents a written request to have his/her name removed from the callback list.

### **Student Complaints**

All student complaints against a teacher must follow the established procedure. A copy of this procedure can be found in each school's teacher handbook. The procedure will be reviewed annually by staff and Site Councils, and any suggested revisions will be submitted to the Meet and Confer team.

### **Parental/Public Complaints**

A teacher shall be notified by the building administrator of any complaint by a citizen or parent about that teacher within ten (10) working days. The teacher shall be informed of the complaint, the circumstances, and, if appropriate, the identity of the complainant before any action is taken against the teacher. Any complaint not reported to the teacher within the above time limit shall not be used in any formal evaluation.

When a complaint is made about a teacher, a conference should be scheduled. When legally and ethically possible, complaints which may result in an action being taken against a teacher will be processed only after a conference with the person making the complaint, the teacher, and the appropriate administrator.

### **Disciplinary Action Toward Teachers**

Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board, or its representatives, which are consistent with the provisions of this agreement. A teacher may reasonably refuse to carry out an order which threatens physical safety or professional well-being.

Teachers shall not be disciplined or reprimanded without just cause. The Parental/Public Complaint Policy and Board policy GCQF shall be followed when appropriate. Disciplinary actions or reprimands will be handled in a professional manner.

A teacher shall have the right to have an Association representative present when he/she is being warned, disciplined, or reprimanded for serious infraction of rules or delinquency in professional performance. The teacher shall be given sufficient notice, including the subject of discussion. All written information forming the basis for the reprimand shall be made available to the teacher and, when requested by the teacher, to the Association representative.

### **Personnel Files**

In accordance with Board Policy GBJ, the District shall maintain a personnel file for each teacher in the office of the Superintendent. All materials placed in the evaluation section of the District personnel files shall be available to the individual upon request during regular office hours. A teacher may be accompanied by his/her association representative when reviewing the file.

All materials included in the evaluation section of the file must be signed and dated by the individual. The teacher may offer a denial or explanation of any information in the evaluation section of the file. Any such denial or explanation shall be signed and dated by the teacher and shall become part of the personnel file.

### **Academic Freedom**

The Board and Administration recognize that democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraint on free inquiry and learning. Academic freedom for teachers and students is encouraged.

To ensure that controversial issues are dealt with fairly and objectively, and with instruction as their goal, such issues may be part of the curriculum as long as Board policy IB and State mandates are followed.

### **Staff Input and Involvement**

It is the practice of the Board to encourage teacher participation in decision-making for the District. In the development of rules, regulations, and arrangements for the operation of the school system, the Superintendent shall include at the planning stage, whenever feasible, those teachers who will be affected by such provisions. The Superintendent shall facilitate the intercommunication of the feelings and ideas of the certified staff regarding the operation of the schools.

The Association President shall appoint all teacher representatives on all committees which consider working conditions and terms of employment.

### **Principal Evaluation**

A consistent method of providing teacher input into the evaluation of each building principal shall be developed by the Superintendent in consultation with the Association. Said method will include the instrument to be used and the means of obtaining confidential responses from each teacher.

### **Site Councils**

The site council at each building shall solicit input from that building's staff regarding the selection of materials, supplies, and equipment as well as the establishment of programs and professional facilities at that site.

### **Association Rights**

Association representatives will be permitted to transact official organizational business on District properties at all reasonable times, provided that this will not interfere with nor interrupt normal District operations. The Association shall have the right to use inter-school mail facilities, email, and school mailboxes for reasonable distribution of materials. It will also have the use of bulletin board space at each school. All materials to be posted on such bulletin boards will be of an informative nature.

The Board will grant release days to Association members to conduct Association business. The number of days shall be equal to ten percent (10%) of the number of Association members as of December 1 of each year. Approval of these days shall be by the Association President, who will notify the appropriate substitute coordinator. The District will pay for the substitute teachers. When these days are exhausted, the Board may grant additional days for Association leave. The Association shall pay the total cost of substitutes for those additional days.

### **Complaints and Grievances**

In order to provide a means to effectively resolve employer/teacher disputes and to provide a basis on which to build effective communication, the Board, the administration, and the Association have established a procedure to resolve disputes. This procedure is in accordance with Board policy GBK. A copy of this procedure can be found in each school's teacher handbook.

### **Availability of Policies**

A complete copy of existing Governing Board policies will be available at each school in the library and in the principal's office, where it may be examined by teachers.