

ARTICLE I

ASSOCIATION RIGHTS

A. Recognition

The Governing Board hereby recognizes the Roosevelt Education Association, herein known as the REA, as the duly elected representative for all non-administrative employees under contract.

The Board shall meet and confer with representatives of the REA with respect to terms and conditions of employment, including salary, and fringe benefits.

B. Duration of Agreement

All articles agreed to by the REA and approved by the Governing Board shall form the basis of a five year Agreement which shall remain in effect through the 2005 - 2010 contract year.

The Agreement shall be printed in a booklet entitled "*Professional Agreement Between the Governing Board and the Roosevelt Education Association*," July 1, 2005 - June 30, 2010. This booklet shall be revised and reprinted to include new language on a yearly basis and shall be distributed to all certificated non-administrative employees with the cost of printing the Agreement paid by the District.

Revisions to the Agreement will be discussed on a yearly basis. Items that may be presented for yearly discussion shall include salary schedules, fringe benefits, the number of working days within the school calendar, and the number of early release and in-service days. In addition, a maximum of four additional items may be raised for discussion at the request of the Board's team or the REA.

In case there is a need to change policy contained in this Agreement, the Board will be informed of the need for the change and shall then request the REA to meet with the Board's team to discuss the suggested revision. Any revision to this must be approved by the Governing Board. Nothing in this Agreement shall limit the Governing Board from performing its legal duties and responsibilities.

C. Board Agenda Items

Items for consideration by the Governing Board require written notice to the Superintendent ten (10) working days prior to the Board meeting requesting that the item(s) be included on the written agenda. In an emergency, an agenda change can be made up to 24 hours in advance of the meeting.

D. District Information

1. The District agrees to furnish the REA available information concerning the financial resources of the District. The District also agrees to provide the REA with pertinent financial and staff information needed by the Association to develop constructive negotiations proposals.
2. All vacancy notices and transfer lists will be sent to the REA President at the same time they are sent to the schools.
3. The District shall provide the REA President with a list of new non-administrative employees by July 1 and up-date on a monthly basis.

4. A copy of the Governing Board Agenda shall be posted on the designated REA bulletin board at each work site.
5. The REA President and Vice-President shall be provided with a copy of the complete Board agenda packet to include all materials that would be available under The Freedom of Information Act.
6. The REA President shall be provided with a current policy manual and administrative rules, regulations and directives by July 1 of each year. Any addenda or change of policy shall be provided to the REA President as soon as possible.

E. Communications

1. The REA and its representatives shall have the right to post notices of activities and matters of REA concern on work-site bulletin boards.
2. The REA has the right to distribute information to staff, but may not use the district courier/mail system.
3. The REA President and the Superintendent will meet on a yearly basis to plan the new school year activities (i.e., new teacher workshops, new teachers' luncheon, general assembly, regional meetings, etc.).
4. The REA will be given a two (2) hour block of time during the new teacher orientation to provide in-service on the *"Professional Agreement Between the Governing Board and the Roosevelt Education Association"*. This time will be in addition to the REA-sponsored new teachers' luncheon.
5. The REA shall have the right to use the District's printing facilities and shall reimburse the district for the full cost of said services.
6. The REA shall have the right to use the school intercom after consultation with the principal to announce meeting times, dates and locations.
7. Upon request by the REA, the supervisor may provide an opportunity for the REA to make brief announcements at the conclusion of each staff meeting.

F. Facilities and Equipment

1. The REA and its representatives shall be permitted to transact REA business on District property and have the right to use District facilities and equipment provided that it does not interrupt scheduled classroom activities or other District functions.
2. REA meetings may be held in District facilities at any time that does not interfere with scheduled classes or other assigned duties.
3. Office space for REA may be provided at the Administrative Center upon mutual agreement of the Superintendent and the REA President and as facility space permits.

G. Consultation

Upon request of the REA or the Administration, the REA and the Administration agree to meet and discuss matters of concern.

H. Release Time

1. The Superintendent shall grant a maximum of 40 days release time to the President of the Roosevelt Education Association and/or his/her designee(s) to conduct Association business **beneficial to the Roosevelt School District** and attend conferences associated with general educational programs. The request for release time shall be made on the "Cause of Absence" form, **shall identify the benefit to the District**, and shall be approved by the site administration and initialed by the Association President. Requests for release time for conference purposes will require a three (3) day prior notification to the Superintendent's Office. The Superintendent may grant additional days upon request of the President of REA.
2. The District shall release non-administrative employees 15 minutes early for the purposes of attending REA general meetings as mutually agreed upon by the REA President and the Superintendent.
3. Every effort will be made to provide the REA President with the same substitute for absences due to Association business.

I. Committees

In order to ensure input in matters of concern to its membership the REA will appoint representatives to serve on appropriate district-wide committees; the REA President will be provided sufficient advance notice to ensure appropriate representation.

J. Dues

1. Annually in August, in agreement with payroll, the REA shall furnish to the District signed payroll deduction forms of those additional employees desiring payroll deductions of REA dues.
2. Any REA member wishing to withdraw from the payroll deduction shall notify the REA and the Payroll Department in writing.
3. Payroll deductions of REA dues will remain in effect until the payroll department is notified in writing by the employee.

ARTICLE II

PROFESSIONAL ENVIRONMENT

SECTION I. WORKING CONDITIONS

A. Calendar

1. A joint committee of REA, District personnel, and community members, shall be established by the Superintendent no later than January 9th to discuss the calendar on a yearly basis. Every effort will be made to have the calendar completed no later than February 15. The committee composition shall be:

- 2 – REA Certified members
- 1 – REA Classified member
- 2 – School Site Administrators
- 1 – District Office Administrator (Facilitator)
- 3 – Community Parents

2. The school calendar for teachers shall be designated as follows:

- a. **180** Instructional Days for Students
 - 6** In-service/Teacher Workdays
 - 3** consecutive classroom prep days at the start of the contract year
 - 3** In-service days
 - 23** Holidays
 - 209** Total Contract Days (returning Teachers)
 - 3** New Teacher In-service Days
 - 212** Total Contract Days (New Teachers)

- b. Thirty-four (34) Early Release Days to be designated for the following purpose:

- 7** Early Release Days for Staff Development as designed by District
- 2** AIMS/DPA Workshop
- 4** Parent Conference Days
- 2** Days for Parent Conference Preparation
- 1** Early Release Day for Record-keeping on the last day of School for Students
- 3** Early Release Days for School Reform
- 7** Early Release Days for Staff Development or School Reform as designed by sites
- 8** Teacher Preparation Days for Progress/Record Cards

- c. The primary instructional day (K-3) will be six (6) hours, including lunch; intermediate and junior high (4-8) will be seven (7) hours, including lunch.
- d. Teachers will be released on Early Dismissal Days at 3:15 p.m.
- e. Total instructional time shall be in accordance with the requirements of A.R.S. §15-901.

B. Workday

1. A normal workday for teachers shall be no longer than seven (7) hours and thirty (30) minutes including not less than a thirty (30) minute duty-free lunch period. A teacher's thirty (30) minute duty-free lunch will not include walking students to the cafeteria or picking up students at the end of the lunch period.
2. On days immediately prior to scheduled holidays or vacations, the teachers' workday will be seven (7) hours and fifteen (15) minutes.
3. On the day after a scheduled meeting which extends beyond the normal workday the teacher workday will be seven (7) hours and fifteen (15) minutes.
4. A normal workday for nurses is seven (7) hours and thirty (30) minutes, including a thirty minute lunch period. Nurses' day shall be 15 minutes before school starts for students and 15 minutes after students leave.

C. Instructional Time

Each self-contained classroom, grades 1-6, shall have a block of uninterrupted teaching time equal to at least sixty minutes per teaching day in which special classes will not be scheduled.

D. Staff Protection

1. Any assault upon an employee shall be promptly reported to the immediate supervisor who shall report to the Superintendent or his/her designated representative.

In the case of a student assaulting an employee, the student will be disciplined according to District policy and/or state law.

In all cases, except summary suspension where a clear and present danger is evident, the student shall remain in school until applicable due process procedures are instituted. In *no* instance shall students be released early from school unless parents have been notified. The District will render all reasonable assistance to the employee in connection with handling the incident by law enforcement and judicial authorities.

2. The employee may only use reasonable physical force which is necessary and appropriate in self-defense, in defense of other students and school personnel.
3. If an employee observes or suspects an individual of using, displaying, carrying or possessing any dangerous weapon, the employee has the right to contact the police. The immediate supervisor will be notified by the employee as soon as possible of such contact.
4. When it is determined that a student has damaged or destroyed the personal property of an employee, the District shall contact the police and assist the court in seeking restitution, when possible.

E. Conference Attendance

Employees may request approval to attend conferences and other professional activities by submitting the appropriate request through the immediate supervisor. The employee may also

receive travel reimbursement upon prior administrative approval for in-state travel and Board approval for out-of-state travel.

F. Class Size

The District will strive to meet the Board guidelines relating to class size as specified in Board policy.

G. Preparation Time

1. Every certificated teacher shall be guaranteed one uninterrupted forty-five (45) minute preparation period per day except abbreviated days.
2. Meetings are not to be regularly scheduled during preparation periods. Substitute and supervisory assignments during these periods will be made only in emergency cases.

H. Substitutes

1. The District shall provide substitutes for all regular and special area teachers to the extent resources are available.
2. In an effort to assist in maintaining a sufficient pool of substitutes, teachers will complete and submit substitute evaluation forms through the principal to the Human Resources Department.

I. Duty

1. Teachers at each school site shall be assigned comparable amounts of duty time on a monthly basis.
2. A teacher with a shared assignment shall not be assigned duties in excess of a full-time staff member's duty at either site or the average duty time of both sites.
3. A teacher who is not in a shared assignment but who is reassigned to a shared assignment as a result of a District-Initiated Transfer may be exempted from duty assignments at both schools by the Assistant Superintendent for Human Resources in consultation with the immediate supervisors.

SECTION II. TEACHER RESPONSIBILITIES AND DUTIES

All teachers are expected to carry out the following duties and responsibilities under the supervision and guidance of the school principal, assistant principal and/or teacher on special assignment:

A. Implementation of Instructional Program

1. Teachers shall share primary responsibility for implementing the district's required curriculum as set forth in the curriculum adopted by the Governing Board.
2. Each teacher shall be provided with a copy of the curriculum at the beginning of each school year which shall include the key district policies and procedures relating to implementation of the instructional program.

3. Teachers are required to prepare and submit for review weekly lesson plans on Friday for the upcoming week.
4. All teachers will be required to submit substitute lesson plans which will be updated quarterly or as needed.
5. Teachers will assign mandatory homework in support of the instructional program.
6. Teachers are required to maintain up-to-date grade books which record student achievement on classroom assignments, tests, homework, projects and other assigned activities.
7. Teachers are required to instruct and guide student achievement toward meeting the districted-mandated competencies and state standards in each content area.
8. Teachers are required to follow all state and district testing guidelines.
9. Teachers will prepare and disseminate report cards according to district guidelines and procedures.
10. All-day kindergarten and grades 1-8 will include at least one (1) special area class daily.

B. Supervision of Students

1. Teachers are expected to provide a classroom environment which protects the health, safety and welfare of all students.
2. Teachers will be responsible for classroom management.
3. Teachers will share with administrators the responsibility to provide adequate supervision of students.
4. Teachers will be provided with a Student Behavior/Discipline Plan that implements the requirements of Board Policy (JK-R) upon the first week prior to student return.
5. The District, in conjunction with the Roosevelt Education Association, will form a committee that will assess current District discipline policies and procedures. The committee should consist of all District stakeholders (i.e. Board Members, Administrators, Teachers, ESP's, REA Representatives, Parents and other community members).

C. School Operations

1. Teachers will assist in the maintenance of student records, including attendance accounting and cumulative folders.
2. Teachers will share the responsibility for the care of equipment and instructional materials assigned or allocated to their classrooms and will assist administration in the maintenance of up-to-date inventory lists

D. Participation in In-Service Programs

1. Each teacher may be required to participate in scheduled in-service workshops during the normal workday. Every effort will be made to have substitutes and/or administration supervise the classes of participating teachers.
2. Any non-reimbursed in-service program may not require teachers to stay past the normal workday.
3. Each teacher is expected to attend and participate in scheduled meetings at the unit school, not to exceed two (2) hours per month beyond the scheduled workday. Meetings shall not be scheduled for Friday afternoons except in emergencies.
4. Teachers selected by the REA will participate yearly in the development of in-service programs/workshops.

E. Interaction With Parents

1. Teachers are expected to maintain positive, professional relationships with parents; teachers are to communicate with parents regarding academic progress and student behavior.
2. Teachers will be required to attend at least two (2) scheduled evening parent-teacher conferences at the unit school.
3. Traveling special area teachers may only be required to attend one (1) evening parent-teacher conference per semester.
4. Teachers will be expected to attend at least two (2) Parent-Teacher functions at the unit school in addition to the parent-teacher conferences (teachers are encouraged to attend all meetings and functions). Open House may count as one of the functions.

F. Interaction With Staff

1. Employees are expected to conduct themselves in a manner consistent with the effective and orderly operation of the District.
2. Acts or omissions which endanger the physical or emotional health, safety, or welfare of other staff members or are destructive to a positive working environment may be defined as workplace harassment and considered cause for the filing of a grievance or complaint, as applicable.
3. Sexual harassment complaints are covered by **Governing Board Policy ACA**.

ARTICLE III

LEAVES OF ABSENCE

A. Sick Leave

1. Employees shall be credited with a maximum of 10 sick leave days per contract year. The employee may designate one (1) day as a Leave Bank day to be contributed to the Leave Bank.
2. Sick leave may be accumulated without limit.
3. Each employee shall receive written notification of their total accumulated sick leave within thirty (30) days after the opening of each school year. The notice shall include the current year's credited amount.
4. When on authorized paid sick leave, no employee shall suffer loss of leave time or salary and benefits during calendared holidays. If an employee has exhausted all paid sick leave, refer to Section B, Absent Without Leave.
5. When absences total (5) or more consecutive work days the employee may be required to file a physician's statement with the principal of the school, or the director of the department where employed.
6. When absences are cause for concern, the employee may be required to file a physician's statement. Cause for concern shall be defined as absences which negatively impact upon employee performance and effectiveness as recommended by the immediate supervisor and approved by the Superintendent or designee.
7. An employee with five or more years experience in the Roosevelt School District who is absent for a long-term illness ten (10) or more consecutive contract days, including holidays) who has accumulated five (5) or more sick leave days at the time of the long term illness, may be granted up to ten (10) additional sick leave days in which the substitute's pay will be docked from the pay of the employee. The employee must submit a doctor's certificate to substantiate the sickness.
8. Employees who become ill during the work day shall be charged for no less than one (1) hour.
9. An employee terminating employment prior to the end of the contract period, who has used more sick leave than earned, shall have the unearned sick leave deducted from the final check. For calculation purposes sick leave is earned at the rate of one and one-tenth (1-1/10) days per month employed.

B. Absent Without Leave

1. An employee shall be deemed "absent without leave" when absent from work because of:
 - A reason that conforms to a policy currently in effect but the maximum days provided for in that policy will be exceeded; or
 - A reason that does not conform to any policy currently in effect; or

- Failure to report to work without prior notification to the site-supervisor.
 - In no case shall an employee be compensated for time lost due to being absent without leave.
2. An employee who is absent from work without prior approval is subject to disciplinary action, as is one who was unable to obtain prior approval due to unusual circumstances and such approval is denied upon the employee's return.
 3. An employee who is "absent without leave" for a period of five days shall be considered to have abandoned the position, resulting in immediate termination of employment.

C. Employee Sick Leave Bank

1. At the employee's option, a sick leave day may be used to contribute to an Employee Sick Leave Bank. This option must be exercised at the time the employee contract is signed and will be irrevocable.
2. Employees who wish to participate must contribute one sick leave day to the Employee Sick Leave Bank once and on an as-needed basis as determined by the Leave Bank Committee.
3. The Employee Sick Leave Bank will be administered by an Employee Sick Leave Bank Committee. The committee shall consist of three (3) employees appointed by the REA, who are Sick Leave Bank members, the Assistant Superintendent for Personnel and Human Resources or his/her designee. Employee Sick Leave Bank membership is not contingent upon REA membership.
4. The Employee Sick Leave Bank Committee will establish the guidelines and procedures for monitoring and granting Leave Bank days.
5. All Employee Sick Leave Bank requests must be submitted to the committee before or during the illness for which days are being requested. Request received after an employee has returned to work will not be processed.
6. Employee Sick Leave Bank days will be used for personal and family illness. Only a leave bank member may apply for Employee Sick Leave Bank days and only if he/she has a minimum of 3 unused sick days. If the minimum of three (3) days have been exhausted the request will not be granted.
 - Only extreme illnesses will be considered. In cases of family illness, the employee requesting Employee Sick Leave Bank must be the individual in direct care of the ill family member per physician's statement.
7. An employee may appeal to the committee during the 12-month period. The Employee Sick Leave Bank Committee will review any additional medical data from physician and determine if additional days will be granted. Granting of days for an appeal will not exceed 5 (five) days.
8. A member must provide the Employee Sick Leave Bank Committee with the data necessary to substantiate his/her need for additional leave days.
9. The Employee Sick Leave Bank Committee will grant or deny all leave bank requests. All decisions are final.

10. Unused Leave Bank days shall be accumulated without limit and carried over into each consecutive year.
11. On an annual basis, the Employee Sick Leave Bank Committee will review the balance of days within the Bank to determine the need for reassessment. The review will be completed by May 1.
12. Refer to Employee Sick Leave Bank Policy & Procedures to submit a request for Sick Leave Bank days. Applications may be obtained from the Human Resources Department.

D. Illness and Bereavement Leave

1. A maximum of fifteen (15) days per year charged against accumulated sick leave may be used for illness or death of close relatives or friends.
2. The employee may be required to provide appropriate documentation.
3. A total of five (5) days which would not be charged to accumulated sick leave may be granted to an employee for death of a family member (spouse, children, step parents, step children, parents, aunt or uncle, spouse's parents, sister or brother or spouse's sister or brother, employee's or spouse's grandparents, grandchildren). The employee will be required to provide appropriate documentation for the five-day leave granted under this provision.

E. Special Purpose Leaves

1. Military Leaves

(Uniformed Services Employment and Reemployment Rights Act – USERRA)

- a. Any Roosevelt School District employee, shall be granted leaves of absences from their employment duties for training, duty, or to attend camps, maneuvers, formations, drills under orders with any branch, reserve, or auxiliary of the armed forces of the United States. The District shall fully comply with the USERRA and all interim and final regulations interpreting the Act issued by the United States Department of Labor. Nothing in this Agreement shall serve to limit the employee's rights as provided by the USERRA. In matters where rights under the USERRA are greater than the rights available under the Agreement, the USERRA shall govern for eligible employees. In matters where rights under this Agreement exceed rights provided under the USERRA, this Agreement shall govern.
- b. Induction into the military for an extended period of time shall not be at District expense; however, upon return he/she shall be placed in his/her former or comparable position for which he/she is qualified and is of like status and pay in accordance with ARS 38-298, as amended in 1964.

2. Extended Leaves

- a. An employee may, after three years of continuous satisfactory employment, be granted an unpaid leave of absence for the following, non-exclusive reasons:

- Service in public office
- Exchange teaching
- Peace Corps or Teacher Corps duty
- Travel or work/study programs

b. Every effort will be made to place the employee in a position of like status and pay.

3. Extended Health Leave

- a. A leave of absence without pay for a period of up to one (1) year may be granted for personal health reasons.
- b. There will be no loss of salary status or accumulated sick leave.
- c. A leave of absence for personal health reasons shall not count as a year of credit for experience.
- d. An employee may elect to pay for his/her insurance premium(s) at the group rate.
- e. Every effort will be made to place the employee in a position of like status and pay.

F. Absences for Jury Duty and Other Legal Responsibilities

- 1. Employees shall be permitted to be absent from work without loss of pay for performing jury duty, giving testimony in court, and performing other public duties, obligations or services that are required by subpoena.
- 2. Verification of jury duty attendance must be attached to the employee's Cause of absence form.
- 3. Time lost by a staff member in connection with disciplinary action against a pupil (such as time for attending hearings) or a suit related to his employment shall be covered by professional leave.

G. Accidents on the Job

- 1. Employees are protected under the Arizona Industrial Commission. In addition, the District provides the following benefits:
 - a. Employees who have missed less than eight (8) calendar days (5 working days) will receive compensation from the District with no charge against sick leave.
 - b. Employees who have missed eight (8) or more calendar days receive compensation as determined by the Industrial Commission (approximately 2/3 of regular pay) with the balance (approximately 1/3 of regular pay) compensated by the District until sick leave expires. The charge against sick leave will be prorated to the portion of pay compensated by the District.
 - c. Employees who have missed 14 or more calendar days receive compensation as determined by the Industrial Commission (approximately 2/3 of regular pay, retroactive to the first day missed) with the balance (approximately 1/3 of regular pay) compensated by the District, until sick leave expires. The charge against sick leave will be prorated to the portion of pay compensated by the District.

2. If all sick leave benefits have been exhausted or if the employee does not wish to utilize sick leave benefits the employee shall request an appropriate health leave of absence or submit a resignation.
3. A physician's statement of release indicating that the employee is able to return to full, regular duty must be filed in the Human Resources Department prior to returning to work.

1. Parental Leave

- a. Accumulated sick leave days may be granted for parental leave and related absences.
- b. An employee may request additional time off without pay or extended leave of absence for a period of time not to exceed one year for the purpose of raising his/her natural or adopted child.
- c. A leave of absence for parental leave of absence shall not count as a year of credit for experience.
- d. An employee may elect to pay for his/her insurance premium(s) at the group rate.
- e. Every effort will be made to place the employee in a position of like status and pay.

2. Association Leave

- a. An employee elected to an office in the Arizona Education Association, or the National Education Association, may upon request, be granted a leave of absence without pay for a period not to exceed one (1) year. Additional association leave of absence on request may be granted and recommended by the Superintendent for approval by the Governing Board.
- b. Every effort will be made to place the employee in a position of like status and pay.

H. Family and Medical Leave Act of 1993 (FMLA)

The District shall fully comply with the Family and Medical Leave Act and all interim and final regulations interpreting the FMLA issued by the United States Department of Labor. Nothing in this Agreement shall serve to limit the employee's rights as provided by the FMLA. In matters where rights under the FMLA are greater than the rights available under the Agreement, the FMLA shall govern for eligible employees. In matters where rights under this Agreement exceed rights provided under the FMLA, this Agreement shall govern.

I. Sabbatical Leave

1. Sabbatical leaves of absence for advanced study may be granted when the Board deems such leave to be reasonable and for good cause which is defined as being of direct and verifiable benefit to the District. Employees who have been employed in the Roosevelt School District for at least seven (7) years of continuous satisfactory employment may be granted leave, upon application, for not more than one (1) school year for the purpose of professional improvement, subject to the following conditions and procedures.

- a. Not more than five (5) employees may be on leave at any one time. Applications shall be processed in order of submission. Seniority shall prevail in the event of ties.
- b. The request for leave must be filed with the Superintendent or designee in advance. Application, including an outline of the program for professional improvement, must be submitted by **March 15** for the coming school year.
- c. The proposed program for professional improvement must show that it will substantially contribute to the applicant's competence as an employee in the District.

Applications will be considered on the basis of the following:

- (1) Likelihood of improvement of professional preparation and/or the educational program of the District.
 - (2) Current assignment of the individual
 - (3) Value of the leave to the District
- d. Sabbatical leave will be subject to the availability of District funds.
 - e. If for some reason the initial proposed program is unacceptable, the employee shall be provided with a written statement specifying the reasons why the proposed program is unacceptable and the employee will be offered a grace period of two weeks to re-submit the program.
2. Upon recommendation from the Assistant Superintendent for Human Resources, the Governing Board may authorize a contract not to exceed one-half of the employee's salary and full benefits. The Board reserves the right to require periodic interim reports on the successful progress of the employee's professional education as a condition of salary payment. A statement of achievement must be submitted at the conclusion of the leave. If the program is not completed, the employee may be required to refund all or a portion of the salary received.
 3. An employee granted sabbatical leave must return to the District for at least three (3) school years. If he/she chooses not to return he/she will be required to refund the amount of the compensation received from the District during his/her period of sabbatical leave.
 4. If leave is granted, all rights of tenure, retirement, accrued leave with pay, salary increments and other benefits provided by law shall be preserved and available to the applicant after the termination of leave of absence.
 5. Every effort will be made to place the employee in a position of like status and pay.

J. Personal Business Leave

1. A maximum of three school days per year shall be available for employees to discharge important family matters, family business, legal and religious responsibilities, death of a close friend, and to attend meetings and conferences that cannot be handled outside the normal work hours.
2. Two of these three personal business days will require notice to the Principal or Department Head prior to the date(s) of the Personal Business Leave.
3. At the conclusion of any school year in which an employee does not use all personal business days, the unused personal business days will be added to said employee's accumulated number of sick days.

4. Unused personal business days may be used as additional sick leave days during the course of any year in which an employee has exhausted his accumulated sick leave. Cause of absence changes are limited to a three-day period from the day of absence.
5. Personal business leave will not be granted during the week school commences or ends for pupils, nor the day before/after holidays or vacation periods as stipulated in the school calendar except in the case of recognized religious observances, mandatory court appearances, or with prior approval from the Superintendent or designee.

K. Holidays

The master calendars as adopted by the Board shall establish holidays and school recess periods for employees who work only on teacher and/or student days. Employees will not be paid for holidays occurring:

1. After an employee's last day of work preceding termination of employment or leave of absence.
2. During a period of time an employee is on time off without pay or in a continuous non-pay status of five (5) or more days.
3. During a period of time an employee is on uncompensated leave of absence.
4. When an employee has failed to report to work or to properly report an absence on a work day immediately preceding or following the holiday.

Each full-time employee who works a 12-month contract year shall receive holidays at full pay on all legal holidays and such other days as may be declared holidays by the Board for the entire school system.

ARTICLE IV
COMPENSATION

A. Professional Growth

GENERAL REGULATIONS

1. All courses taken for Roosevelt School District (RSD) professional growth salary credit must be approved prior to registration for the course by the Assistant Superintendent for Human Resources and the Associate Superintendent of Teaching and Learning or designee. This requirement includes undergraduate and graduate college courses; all workshops, institutes, seminars, academies, RSD in-service classes, travel, and any other activity for which professional growth credit will be requested. Failure to obtain prior approval could result in receiving no credit toward professional growth salary advancement. Exceptions may be granted if scheduling changes beyond the control of the employee necessitate a change in course registration. Requests for exceptions must be presented for approval to the Assistant/Associate Superintendent no longer than 10 days following course registration.
2. All professional growth credits will be evaluated on the basis of their expected contribution to the improvement of instruction.
3. Credits approved for professional growth may not exceed thirty (30) semester hours in any academic year, and no more than nine (9) hours during any semester the employee is working on a full-time basis. (Sec. A-6)
 - a. Professional growth credit will not be approved for credits that exceed the maximum number allowed per semester.
 - b. An academic year shall be defined as two collegiate semesters plus two full summer sessions
4. When applying for credits over and above a degree, the hours must have been completed since conferral of said degree, except that graduate level courses taken prior to conferral of the degree may be approved when the courses:
 - a. Are not required for awarding of the degree and,
 - b. Are taken concurrently while completing an approved degree program, and
 - c. Are approved in advance by the Principal/Supervisor and the Associate Superintendent of Teaching and Learning and Assistant Superintendent of Human Resources or designee.
5. Courses taken while on sabbatical or educational leave may be pre-approved for professional growth when the courses:
 - a. Are part of an approved course of study for an advanced degree and,
 - b. Are approved in advance by the Assistant Superintendent for Human Resources and Associate Superintendent for Teaching and Learning.
6. Professional growth movement on the salary schedule shall be limited in any one contract year to no more than one step horizontally. An exception to this provision will be the conferral of a degree, which may require movement of more than one horizontal step.

7. The BA plus 60 column of the salary schedule shall be limited to those teachers certified prior to October 1, 1985.
8. Professional growth credit shall not be approved for attendance of classes or workshops:
 - a. Held during the teacher's scheduled work day or
 - b. For which the District pays any cost for tuition, fees, registration, substitutes or other release time costs.
 - c. Exceptions to the above may be made only through the Special Needs Procedure when recommended by the Superintendent and approved by the Governing Board.
9. The Professional Growth Committee shall review all applications for professional growth credit to determine that all criteria, including pre-approval, time lines, official transcripts, grade verification, and all other requirements have been satisfied. The decision of the committee is final.
10. Teachers holding only emergency or alternative certification are not eligible for professional growth consideration until a valid, renewable Arizona teaching certificate is obtained.

PROCEDURE FOR APPROVAL OF COLLEGE COURSES

1. Advance approval for college courses (undergraduate or graduate level) will be requested by submitting the "Request for Approval of Course Registration" form. The request for approval must include verification as to whether the course is on the undergraduate or graduate level.
2. In order to be considered for prior approval for professional growth credit, college courses must be of a nature that will improve the employee's service to the District, in particular:
 - Skills directly related to the employee's current certification, subject area, endorsement and/or assignment;
 - Skills directly related to special needs of the District;
 - Increased knowledge and understanding of elementary or middle school education;
 - Increased knowledge and understanding of children as members of a modern, multicultural society; and
 - Courses in educational philosophy, curriculum, administration, supervision, classroom management, guidance and counseling which will result in a better understanding of education and the educational process.
3. Graduate level courses must be taken at a college or university which meet the following requirements:
 - a. Must be accredited by a nationally recognized accreditation association.
 - b. Must have a BA and/or Masters degree program in Elementary and/or Secondary Education.
4. Completion of course work or conferral of a degree must be verified by an original grade slip or a transcript with the institution's official seal.

5. All courses approved for professional growth credit must have an earned grade of "C" or better.
6. Courses that are designed to meet the basic certification requirements for the position the teacher is filling, whether they are undergraduate or graduate level, are not eligible for professional growth credit.
7. The committee may require specific information in regard to any courses to be considered for professional growth credit such as "Applied Projects" or independent study.

CREDIT FOR WORKSHOPS OR IN-SERVICE

1. Prior approval for professional growth credit for workshops or in-service must be jointly approved by the Assistant Superintendent of Human Resources and the Associate Superintendent for Teaching and Learning.
2. Credit hours to be granted for each activity will be assigned by the Assistant Superintendent for Human Resources and Associate Superintendent for Teaching and Learning.
3. Teachers completing the University course titled "Assessment and Supervision of Instruction" for one (1) hour of graduate university credit will also receive one (1) Roosevelt School District professional growth credit, making a total of two (2) credits.
4. Professional growth credit will not be granted for duplicate workshops.

CREDIT FOR TRAVEL

1. Credit for travel inside or outside the continental limits of the United States may be considered at a rate of one credit for each ten (10) days of such travel, not to exceed a maximum of three (3) credits for any teacher while employed in the Roosevelt School District.
2. Prior approval of requested travel will be evaluated on the basis of expected contribution to the improvement or enhancement of classroom instruction. If approved, employee must comply with procedural requirements.
3. Credit for travel and course work may be approved when taken concurrently, provided the travel and course work are both approved in advance by the Associate Superintendent of Teaching and Learning.

SPECIAL NEEDS OF THE DISTRICT

The Governing Board recognizes the need to provide incentives that will encourage staff members to take coursework or participate in in-service activities that will benefit the school district. Exceptions to the policies regulating the approval of professional growth credit may be made in circumstances identified as "Special Needs of the District." These exceptions are:

1. Teachers With Secondary Certification -- Teachers who hold only secondary certification may be approved for professional growth credit for undergraduate courses taken to complete elementary certification requirements. Such courses must be approved in advance of enrolling, must be part of an approved course of study, and must be taken while the teacher is employed in the Roosevelt School District.
2. Limits on the study of Spanish as a Language Credits - District and/or College Courses:
 - a. Maximum of nine (9) credits for beginning level courses
 - b. Maximum of six (6) credits for intermediate level courses
 - c. Maximum of six (6) credits for advanced level courses
 - d. Endorsed bilingual teachers may receive credit for intermediate and advanced language courses only (as in b. and c. above).
3. Other Special Needs Areas--Undergraduate courses may be approved for professional growth credit for coursework taken to meet specific needs of the District. "Special Needs of the District" are identified and agreed upon by the Assistant Superintendent for Human Resources and the Associate Superintendent for Teaching and Learning and are subject to change during the school year, based upon program needs and availability of applicants to fill positions in the areas identified as "Special Needs."

TEACHERS NEW TO THE DISTRICT

1. Teachers beginning employment in the district will be evaluated for professional growth credit and placed on the appropriate salary column by the Assistant Superintendent for Human Resources at the time of employment.
2. Approval shall not be given for courses required for original teaching certification. Original certification shall be defined to mean the teaching certification required for initial employment with the District.
3. Courses completed more than ten (10) years prior to employment in Roosevelt School District shall not be approved for professional growth credit unless the courses are applicable to the current curriculum and/or methods in the teacher's projected assignment. The Professional Growth Committee shall review and approve all such coursework.

TIMELINES FOR APPLICATION FOR APPROVAL OF PROFESSIONAL GROWTH CREDIT

By January 15 - Submit Notice of Intent

"Notices of Intent" are to be submitted by January 15 by employees who expect to complete the required number of credits for horizontal movement on the salary schedule for the succeeding contract year. This notice is required for budget planning purposes.

By March 15 - Submit Application for Additional Pay (With Verification)

1. "Applications for Additional Pay" are to be submitted by March 15. Verification of

course work completion (official transcripts or grade slips) is to be attached to the completed application.

2. If applying for travel credit, the required verification must be submitted as specified.

By June 30 - Submit Verification of Course Work Completed for the Spring Semester

By September 1 - Submit Verification of All Course Work Completed (Summer Sessions)

The deadline for submitting official verification of all course work completed to qualify for horizontal movement on the salary schedule for the succeeding contract year is September 1.

Contract rewrites including retroactive adjustments will be completed two months after official verification has been received by the Human Resources Department.

PROFESSIONAL GROWTH COMMITTEE

1. The Professional Growth Committee will be comprised of seven (7) members. The Associate Superintendent for Teaching and Learning or his/her appointee will be the chairperson. The other members will be one principal, one director, three teachers, and one member at large. In the event a member cannot attend he/she can appoint a designee.
2. The teachers will be appointed by the REA President.
3. The member at large will be mutually acceptable to the REA President and the Associate Superintendent for Teaching and Learning.
4. The committee will meet as necessary to consider applications for professional growth.
5. Applicants will be notified in writing of the committee's decision. Concurrently, the applicant will be notified of the appeals procedure, if appropriate.

APPEAL PROCEDURE

1. Applicants have a right to request a review of a decision in regard to approval for professional growth credit.
2. A request for review must be submitted in writing within ten (10) working days of the receipt of the written decision in question. The request must include reasons why the applicant believes the request for professional growth should be approved.
3. The receipt of an appeal shall be acknowledged in writing within ten (10) working days, notifying the applicant of the date the appeal will be reviewed by the Professional Growth Committee.
4. The Professional Growth Committee will consider applicant appeals at scheduled meetings as required.
5. The formal decision of the Professional Growth Committee will be forwarded to the applicant in writing within ten (10) working days of the decision.

B. EARLY RETIREMENT PROGRAMS

Eligibility

Employees who have completed twenty (20) consecutive years of full-time service and reached the age of fifty-five (55) and are eligible for Arizona State Retirement, or employees who have completed twenty-five (25) years of full-time service prior to age sixty (60) may make application for part-time employment under the District's Early Retirement Program.

Teachers who are contracted to work on a half-time basis for any given school year shall be credited with one-half year of service toward meeting the eligibility requirement for early retirement.

Employees participating in Programs One and Two shall, until age sixty-five (65), be provided with benefits comparable to those provided full-time employees. The medical benefits package will be defined on the Fringe Benefit Selection Sheet during each open enrollment period.

Program One

1. This program shall be applicable only to retirees currently participating in this program or who elect to enroll prior to June 30, 1991.
2. The District's cost for retiree insurance shall be reduced by the amount provided by the Arizona State Retirement System.
3. The retiree's cost for dependent insurance shall be reduced by the amount provided by the Arizona State Retirement System.
4. A written application must be submitted to the Human Resources Department by February 15 preceding each year of the employee's intent to work part-time and will indicate the work schedule preferred in the application.
5. The early retiree shall be available for substituting or for other assignments as determined by the Human Resources Department on the following basis:
 - Option A: Five (5) days without any additional compensation.
 - Option B: Ten (10) days with compensation at current substitute rate of pay.
6. The retiree may drop participation at any time she/he so desires by submitting a notice to the Personnel and Human Resources Department.
7. Once the Certified and Classified employee has been approved for the Early Retirement Program, the employee can return to full-time employment, as defined by the Arizona State Retirement System, in the District.

Program Two

1. This program shall be the only option available to employees retiring after June 30, 1991 and shall be available to all retirees now participating in Program One or retiring prior to June 30, 1991.

2. Employees participating in Program Two will be provided with health coverage exclusively through the Arizona State Retirement System. The District will contribute the difference between the Arizona State Retirement System contribution for individual basic medical coverage and the actual cost of the basic medical premium. Any difference between the Arizona State Retirement System contribution for dependent coverage and the actual cost of the dependent premium shall be paid by the employee.
3. Employees participating in this program shall be available for substituting or for other assignments as determined by the Personnel and Human Resources Department for a total of five days for which no compensation shall be paid.
4. The retiree may drop participation at any time she/he so desires by submitting a notice to the Human Resources Department.
5. Once the Certified and Classified employee has been approved for the Early Retirement Program, the employee can return to full-time employment, as defined by the Arizona State Retirement System, in the District.

C. BEYOND CONTRACT PAY

1. Teachers shall be compensated for district-sanctioned activities that are performed beyond the normal work day and outside the scope of this agreement. The compensation shall be based on the hourly rate of **\$24.28**. The minimum compensation for any such activity shall be one (1) hour's pay.
2. All beyond contract activities must receive prior approval by the Assistant Superintendent for Human Resources.

D. IN-DISTRICT TRAVEL PAY

1. All teachers who are required to travel in the performance of their job responsibilities shall receive a travel allowance.
2. The amount of travel allowance shall be determined by using the State Department of Revenue rate for mileage reimbursement upon presentation of mileage documentation.

E. SICK LEAVE BUY BACK PROGRAM

The Sick Leave Buy Back Program shall offer two separate plans, a Short Term Incentive Plan and a Long Term Retirement Incentive Plan.

Short Term Incentive Plan

This plan shall be available to employees who resign or retire after five (5) full years of continuous employment with the Roosevelt School District. It shall not be available to employees who are terminated for cause. Those employees hired prior to July 1, 1995, who have completed 5 full years of continuous employment with the Roosevelt School District but have not completed 15 or more years of continuous employment are eligible for this program only. This plan may not be combined with any request for Continuing Service Pay. Under this plan the District will buy back the employee's accumulated sick leave at the rate of 50% of the per-diem of the then current first step of the employees' individual salary classification. Employees must request participation in this plan two weeks prior to resignation. This amount shall be paid in a lump sum upon the

resignation. If the employee is retiring, the amount will be included in the base amount of the contract issued for the final year of employment.

Long Term Retirement Incentive Plan

This plan is available to all employees who have (15) fifteen or more years of continuous employment in the Roosevelt School District and who meet the legal requirements for retirement in the State of Arizona. Those employees hired prior to July 1, 1995, have the option of selecting either this program or Continuing Service Pay. Employees hired after July 1, 1995, will only be eligible for Long Term Retirement Incentive Plan and will not be eligible for Continuing Service Pay. Those employees eligible for this Long Term Incentive Plan will be compensated for all accumulated sick leave in excess of that earned during the final year of employment which will be computed at fifty per cent (50%) of the per diem of their individual current salary. The amount will be included in the base amount of the contract issued for the final year of employment. If the employee should subsequently need to use sick days for which they were paid, the District would grant those days and deduct the applicable percentage rate of his/her daily rate of pay for each additional day of sick leave used. In the event that retirement plans change, sick leave days purchased under this plan will be considered remunerated in full. Subsequently, additional leave will continue to accrue as per agreement with the excessive use being docked at the daily rate of pay. Sick leave earned during the last year will be compensated as above and paid in a lump sum upon retirement.

For budgeting purposes, the request to participate in the Long Term Retirement Incentive Plan must be presented in writing to the Human Resources Department prior to February 1 of the year preceding the last year of employment. Requests for exceptions to the filing date may be approved only by the Governing Board.

F. CONTINUING SERVICE PAY

1. Employees hired prior to July 1, 1995, have the option of selecting either this program or the long term retirement incentive plan. Continuing Service Pay may not be combined with any other incentive plan. Continuing Service Pay shall be paid during the last year of employment to all persons choosing this option with 15 or more years of employment in the Roosevelt School District who meet the legal requirements for retirement of the State of Arizona.
2. Continuing Service Pay may also be paid during the last year of employment to persons with 20 or more years of employment in the district.
3. Continuing Service Pay shall be paid to an employee only once, during the last year of employment in the district. The rate shall be 1% of the employee's contracted salary of the last year of employment times the number of years of service in the district.
4. To be granted such pay, the employee shall file with the superintendent a letter or application of intent to retire after 15 or 20 years of service. The letter of application must be submitted on or before February 1 of the year preceding the last year of employment. Requests for exceptions to the filing date may be approved only by the Governing Board.

G. SALARY AND FRINGE BENEFITS

1. Salary and fringe benefits shall be negotiated yearly.
2. Salary and fringe benefit amounts shall be distributed to employees with the issuance of their contracts.

3. The Governing Board and REA agree that the insurance committee, with assistance provided by the insurance consultant, will develop a flex benefit information sheet for distribution to employees.

DRAFT

ARTICLE V

GRIEVANCE PROCEDURES

A. Purpose

This procedure is intended as the exclusive mechanism for resolving differences or disputes between staff and administration which relate to the interpretation of Board policies or regulations, administrative procedures, or this Agreement.

B. Definition

A "grievance" is a claim by any employee, or any group of employees, that there has been by an administrator, or group of administrators, a violation, misinterpretation or misapplication of this Agreement, administrative procedure, or established policy or regulation of the Board. The Assistant Superintendent for Human Resources shall make the grievance forms available at each school office, at the district office, and through the REA President. The Assistant Superintendent for Human Resources shall be the district liaison in all matters relating to implementation of the grievance procedure. Every effort will be made to resolve any grievance at the lowest possible step.

C. Time Limits

1. It is important to process grievances as rapidly as possible. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual written agreement.
2. Failure at any step in this procedure to communicate decisions as called for in the grievance procedure within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and there shall be no further right of appeal.
3. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the employee's work year or as soon as is practical.
4. A grievance shall be deemed void unless it is initiated within twenty (20) work days of the date when the offense occurred or the employee knew of the offense.

D. Representation

1. A grievant may be represented on any level of this procedure by a representative of his/her choosing.
2. Reprisals shall not be taken against the grievant or any other participant in the grievance procedure.
3. The processed grievance shall be maintained in a separate file and will not become part of the employee's personnel file.
4. A meeting may be requested by the grievant or by the Administration at any level of this procedure.

E. Procedure

1. Informal procedure: An aggrieved person shall first discuss the grievance with his/her immediate supervisor in an effort to resolve the matter informally.
2. Step 1: If the aggrieved person is not satisfied with the disposition of the grievance at the informal level, the aggrieved person may submit the grievance on the written form to the immediate supervisor within five (5) working days following the informal meeting. The immediate supervisor shall respond in writing within five (5) work days.
3. Step 2: If the aggrieved person is not satisfied with the disposition of the grievance by the immediate supervisor, the aggrieved person may submit the grievance on the written form to the Assistant Superintendent for Human Resources within five (5) work days following receipt of the supervisor's written response. The Disposition Form will include the employee's rationale for concluding non-resolution. The Assistant Superintendent for Human Resources shall respond in writing within five (5) work days.
4. Step 3: If the aggrieved person is not satisfied with the disposition of the grievance by the Assistant Superintendent for Human Resources, the aggrieved person may submit the grievance on the written form to the Superintendent, within (5) five work days following receipt of the Assistant Superintendent's written response. The Disposition Form will include the employee's rationale for concluding non-resolution. The Superintendent shall respond in writing within ten (10) work days.
5. Step 4: If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent, the aggrieved person may submit the grievance on the written form to the Governing Board within five (5) work days following receipt of the Superintendent's written response. The Disposition Form will include the employee's rationale for concluding non-resolution.
6. Step 5: The Governing Board shall review the grievance no later than the second regularly scheduled Governing Board meeting following receipt of the grievance to determine the most appropriate method for Board consideration. The Superintendent shall notify the grievant in writing within five (5) work days of the method for Board consideration.
7. The Governing Board shall decide whether to sustain or modify the Superintendent's determination or to uphold the grievance in whole or in part. The decision must be made by a formal vote in a public meeting, and should be made no later than the next regular meeting following the meeting at which the review or hearing is conducted.
8. The decision of the Governing Board shall be communicated to the employee in writing within five (5) work days after reaching its decision. The decision rendered by the Governing Board shall be final.

ARTICLE VI

COMPLAINT PROCEDURES

A. Definition

A "complaint" shall mean a charge by an employee that an action has or has not been committed that may severely disrupt the working effectiveness of the employee and does not relate to a Board policy or this Agreement.

B. Procedure

1. The complaint shall first be discussed informally with the immediate supervisor. If the complaint is not resolved the employee may submit the complaint on the written form to the immediate supervisor within five (5) work days of the informal meeting. The immediate supervisor shall respond in writing within five (5) work days.
2. If the complaint is not resolved, the employee may submit the complaint on the written form to the Assistant Superintendent for Human Resources within five (5) work days of the previous decision. The Disposition of Complaint form must include the employee's rationale for concluding non-resolution of the complaint at this level. The Assistant Superintendent for Human Resources shall respond in writing within five (5) work days.
3. If the complaint is not resolved, the employee may submit the complaint on the written form to the Superintendent within five (5) work days of the previous decision. The Disposition of Complaint form must include the employee's rationale for concluding non-resolution of the complaint at this level. The Superintendent shall respond in writing within ten (10) work days.
4. If the complaint is not resolved, the employee may submit the complaint on the written form to the Governing Board with background information within five (5) work days of the previous decision. The Disposition of complaint form must include the employee's rationale for concluding non-resolution of the complaint at this level. The affected individual may request that the Governing Board review the situation. Such request shall be in writing and shall contain the basis for the appeal, including the act or acts out of which the complaint arose, identification of the issues involved, and the remedy sought. Within five (5) working days following notification of the Superintendent's decision, any written request for appeal shall be submitted to the Superintendent for transmittal to the Board. The governing Board shall review the complaint and issue a response within fifteen (15) working days following such review. The decision of the Governing Board is final.
5. Either party may request a meeting at any time to resolve the complaint. If a meeting should occur, the employee may have representation of his/her choosing. No reprisals shall be invoked against any employee or representative for filing a complaint.
6. The Assistant Superintendent for Human Resources shall make the complaint forms available at each school office, at the district office, and through the REA President.

ARTICLE VII

TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS

A. Definitions

1. Vacancies - A "vacancy" shall be defined for purposes of this Agreement as a position presently unfilled, including newly created positions, as well as such positions currently filled but declared vacant.
2. Transfers - The movement of a teacher to a different assignment, grade level, or subject area at a different school shall be considered a transfer.
3. A District-Initiated Transfer is one not initiated by the teacher and necessitated by compliance, realignment, redistribution of the school population or an impaired working relationship between the principal and the teacher.
4. Intra-School Reassignments - The movement of a teacher to a different assignment, grade level, or subject area within the same school shall be considered a reassignment.
5. Seniority - The date of hire (D.O.H.), for seniority purposes shall be the contract date as approved by the Board. When the contract date is the same, the secondary method for determining seniority will be the date the recommendation for employment is signed by the supervisor. When required, the third determinant will be the date of application for employment.
6. Racial/Ethnic Composition - Pursuant to an agreement with the Office of Civil Rights the District maintains its school staffing goal of ensuring that the minority group of teaching staff is between 75% and 125% of the proportion of such minority-group teachers existing on the total district teaching staff.

B. Voluntary Transfers

1. Applications/Procedures
 - a. A certificated non-administrative employee must submit a written request utilizing the Request For Personnel Action form (RPA) to the Department of Human Resources for a transfer to a vacant position in which he or she is certified and/or willing to take the courses necessary for certification.
 - b. Whenever a transfer occurs, the teacher shall be allowed three (3) working days, relieved of regular duties, to complete the transfer. Two (2) of the days will be for classroom preparation and one for instructional preparation. The district will provide the necessary materials and personnel assistance to move.
 - c. The teacher whose request for transfer is granted and the Principal involved shall be notified, in writing, within five (5) working days after the transfer has been authorized by the Governing Board.

- d. Following Governing Board approval, the REA President shall receive notice of all transfers.
- e. If a teacher's transfer is granted during the summer, the teacher must be notified by certified mail addressed to his/her current mailing address on file with the District.
- f. A voluntary request must be rescinded in writing prior to implementation.

2. Criteria

In granting requests for voluntary transfers, the following criteria shall be considered:

- a. The certification of the teacher.
- b. The racial/ethnic composition of the schools affected by the transfer requests.
- c. Programmatic needs of the school/district.
- d. The written requirements of the position to be filled.
- e. Vacancies that occur during the school year will be posted internally only for a period of five (5) working days. Positions posted during this time shall be for the purpose of lateral transfers.
- f. When performance evaluations have been satisfactory or above, and when all other qualifications listed above are equal, seniority shall be the qualifying determinant. This in no way shall preclude State law.
- g. When a vacancy remains unfilled after the completion of the internal posting process, the position will be posted internal/ external. Seniority is a consideration but will not be the qualifying determinant.

C. District-Initiated Transfers

1. Criteria

- a. A District-Initiated Transfer may be necessitated by compliance, realignment, or redistribution of the school population and all positions will be filled by the teacher with the least seniority utilizing the following criteria:
 - i. certification, endorsements, and other qualifications of the teacher
 - ii. the racial/ethnic balance within the school
 - iii. the programmatic needs of the district/school.
- b. A District-Initiated Transfer may be necessitated due to an impaired working relationship.

- c. A priority effort will be made on a yearly basis to exempt teachers who are given a District-Initiated Transfer for reasons in (b) above for a period of three (3) years following the effective date of transfer.

2. Procedure

- a. Prior to the initiation of the District-Initiated Transfer process for reasons in (1-a) above, the immediate supervisor will seek voluntary requests.
- b. Prior to determining a District-Initiated Transfer for reasons in (1-b) above, the immediate supervisor shall meet with the teacher being considered for the District-Initiated Transfer to review problem(s) or factors leading to this consideration, and to discuss possible solutions.
- c. If no resolution has been reached as specified in paragraph 2(b) above, the principal shall contact the Human Resources Department for the purpose of assigning a facilitator and designing a mediation plan with timelines.
- d. If no resolution is accomplished with a mediation plan, the immediate supervisor shall notify the teacher of the decision to effect the District-Initiated Transfer process.
- e. The Human Resources Department shall notify the teacher in writing of a District-Initiated Transfer no less than ten (10) working days prior to the effective date of the transfer.
- f. The teacher may have representation at any of the meetings involving the District-Initiated Transfer.
- g. Teachers transferred under these provisions shall be entitled to three preparation days as stipulated in B.1(b) of Voluntary Transfer.
- h. If a teacher's assignment is changed during the summer, the teacher shall be notified by certified mail, addressed to his/her current mailing address on file with the District.

3. Appeal Process

- a. At the time a District-Initiated Transfer is formally initiated by an administrator, the teacher shall be notified of the right to appeal the decision in writing to the Assistant Superintendent for Human Resources Department
- b. The written appeal must be submitted within two (2) working days of the notification of the District-Initiated Transfer on a District-Initiated Transfer Appeal Form.
- c. The Assistant Superintendent for Human Resources Department must notify the employee within two (2) working days of the District-Initiated

Transfer appeal filing date to schedule a mutually agreed upon time for the appeal meeting.

- d. The appeal process must be completed within ten (10) working days of the notification and the District-Initiated Transfer will not take effect until the appeal process has been completed and a written decision has been rendered.
- e. The transfer will be deemed void if administrative procedures in transfer and assignments are not followed.

D. Intra-School Reassignments

1. Criteria

- a. An Intra-School Reassignment necessitated by compliance, realignment, or redistribution of the school population, all positions will be filled by the teacher with the least seniority using the following criteria:
 - i. certification, endorsements, and other qualifications of the teacher
 - ii. racial/ethnic balance within the school
 - iii. the programmatic needs of the school/district.
- b. In determining an Intra-School Reassignment necessitated by programmatic needs or an impaired working relationship the following criteria shall be considered:
 - i. Certification, endorsements, and other qualifications of the teacher
 - ii. The racial/ethnic balance within the schools.

2. Procedure

- a. The proposed Intra-School Reassignment shall be reviewed by the immediate supervisor with the Human Resources Department prior to written notification.
- b. Prior to determining an Intra-School Reassignment, the immediate supervisor shall meet with the teacher being considered for the reassignment and discuss the rationale.
- c. Whenever a reassignment occurs, the teacher shall be allowed two (2) working days, relieved of regular duties, to complete the reassignment.

E. Assignment and Qualifications

- 1. By May 15th, teachers shall be notified of their assignment for the coming school year. The notice shall include the school(s), grade level, and subject, if applicable.

2. All teachers shall be employed and assigned on the basis of their qualifications in accordance with the certification standards as prescribed by the laws of the State of Arizona, the regulations of the Department of Education for the assignment involved, and the provisions of this Agreement.

3. The District agrees to take the necessary steps to assist teachers seeking new or different certification from the Department of Education, including the filing of requests, approval, and/or renewals as provided by law or administrative rule.

DRAFT

ARTICLE VIII

REDUCTION IN FORCE

1. Staff reduction will be made so as to conform to legal requirements as outlined in the Arizona Revised Statutes, Title 15, as follows:

A.R.S. 15-544. - Limitations on reduction of salaries or personnel

A. A governing board may reduce salaries or eliminate certificated teachers in a school district in order to effectuate economies in the operation of the district or to improve the efficient conduct and administration of the schools of the school district, but no reduction in the salary of a certificated teacher who has been employed by the school district for more than the major portion of three consecutive school years shall be made except in accordance with a general salary reduction in the school district by which the teacher is employed, and in such case the reduction shall be applied equitably among all such teachers.

B. Notice of a general salary reduction shall be given each certificated teacher affected not later than May 15 before the fiscal year in which the reduction is to take effect.

C. A certificated teacher dismissed for reasons of economy or to improve the efficient conduct and administration of the schools of the school district shall have a preferred right of reappointment in the order of original employment by the governing board in the event of an increase in the number of certificated teachers or the reestablishment of services within a period of three years

D. The provisions of this section do not apply to reductions in salary from monies from the classroom site fund pursuant to section 15-977.

2. No reduction in force shall occur unless there is a substantial reduction in student enrollment or a major change which adversely affects the district's ability to allocate funds for staff.
3. No reduction in force may be considered by the Governing Board without prior consultation with the REA.
4. In the event a reduction in force is necessary, the Board shall first attempt to accomplish the reduction through attrition.
5. When further reduction becomes necessary, the reduction shall be implemented in seniority order, except when such seniority order would jeopardize the District's rights compliance, affirmative action program, or state or federal mandates. reverse
civil
6. No reduction shall occur without notification to the affected employee at least sixty (60) days prior to the effective date of the reduction.
7. Immediately following the Board decision to reduce staff, all staff shall be notified of the procedures to be utilized.
8. The District shall maintain an updated seniority list of all employees, and will provide the list to the REA President on a yearly basis.

9. Teachers who are reduced shall be recalled for vacancies for which they are or can be certificated in seniority order for a minimal period of three (3) years. Teachers who resign or submit a written waiver of their rights to recall shall be removed from the list.
10. The District shall give written notice of the recall by sending a certified letter to the employee at his/her last known address. It shall be the responsibility of the employee to notify the District of any change in address.
11. Any employee so notified shall respond within fourteen (14) calendar days from receipt of the notice to accept or reject the position.
12. If the employee rejects a position offered, he/she shall be placed at the least ranking order of the seniority list and will be given one more opportunity to accept a secondary position. If rejected, the employee waives all rights of recall.
13. All benefits to which teachers were entitled at the time of the reduction, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored upon their return to active employment and will be placed on the proper step of the salary schedule for the current position according to the employee's experience and education.

SUBSTITUTING OR SPLITTING CLASSES:

If there is any remaining budget capacity in an individual school's substitute budget at the end of the school year, the budget capacity will be first distributed to those teachers who participated in "splitting classes" at a *per diem rate per child.

This proposal will require that Principals keep records related to class splitting.

*(Per Diem rate per child consists of the daily substitute rate divided by the number of students in the class that is being split. Each teacher that receives additional students as a result of class splitting will receive the per diem rate per child for each additional student placed in their class due to teacher absences. If there is not sufficient budget capacity to pay 100% of the daily per diem rate a pro-rated rate will be established based upon the percentage of the daily rate actually available.)

* * * * *