

2006-2007

**MEMORANDUM OF UNDERSTANDING FOR
CERTIFICATED EMPLOYEES**

BETWEEN

THE DYSART EDUCATION ASSOCIATION

and

**THE GOVERNING BOARD OF THE
DYSART UNIFIED SCHOOL DISTRICT NO. 89**

**Adopted by the
Dysart Unified School District #89 Governing Board
on
August 9, 2006**

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PREAMBLE

The Governing Board of the Dysart Unified District No. 89, and the Dysart Education Association agree that the educational welfare of 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 to meet in good faith to reach agreements, utilizing an interest-based approach, which are mutually acceptable.

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

Nikki Frye
President
Dysart Education Association

Diana Bass
President
Governing Board
Dysart Unified School District No. 89

I. RIGHTS AND RESPONSIBILITIES OF THE PARTIES TO THIS MEMORANDUM [Reference DUSD Policy HA]

A. JOINT

1. Recognition

- a. The Board recognizes the Dysart Education Association as a representative of certificated personnel in non-administrative positions within the District except substitute employees.
- b. This recognition shall remain in full force unless during the month of September another organization with a verified membership of 35% of the total certified staff petitions an election and receives a majority (51%) endorsement in a scheduled election.
- c. The recognized Association may not discriminate in its membership on the basis of age, color, national origin, religion, disability, race, creed, sex, marital status, grade level, or subject field. Recognition shall also entitle the recognized Association to the following:
 1. An Association bulletin board in each school;
 2. Intra-school mail pickup and delivery service between the Association office and all sites and Administrative offices of the District.
 3. E-mail access for use consistent with the law and district policy, procedures and regulations.
- d. Nothing in this Memorandum of Understanding is to be construed to restrict the constitutional or legal rights of any employee.

2. Effective Date and Duration

- a. The provisions of this Memorandum of Understanding shall be effective as of the date of the signing of this Memorandum and continue until adoption of a new MOU.
- b. The Governing Board and the Association recognize that there are external factors, which could create a fiscal emergency that may necessitate consideration or modification of this Memorandum of Understanding: e.g., additional financial restrictions imposed or benefits granted by the Legislature. Any serious reduction in instructional services or significant increase in instructional services occurring as a result of the foregoing will not take place until the Association is informed in writing by the Superintendent.
- c. A copy of this Memorandum of Understanding shall be printed at the expense of the Board and distributed to all certificated staff members by the first day of school, or as soon thereafter as practicable. Copies of the complete Memorandum, including changes, will be distributed to all new teachers in their orientation packet. The entire Memorandum will be reprinted every year. Upon request, fifty copies, paid for by the Association not to exceed one hundred dollars (\$100.00) total, will be given to the Dysart Education Association President by the first day of school, or as soon thereafter as practicable.
- d. If any provision of this Memorandum (or any application of Memorandum) to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. It is further agreed that within ten (10) days of receipt of notification of the court's actions or as mutually agreed, IBA shall commence, during which changes to the Memorandum of Understanding shall be discussed. All understandings reached under this procedure shall be reduced to writing, signed by each party, and made a part of the Memorandum of Understanding.
- e. The Dysart Education Association understands and agrees that the matters contained in this Memorandum of Understanding are subject to change by the Governing Board. The Governing Board agrees, however, that any changes to matters expressly covered by this Memorandum of Understanding will not be changed until after notice to, and opportunity for discussion, is provided to the Dysart Education Association.

3. Principles Of Interest Based Approach (IBA) to Negotiations

Obtaining objectives - The process described in this Memorandum is dependent on mutual understanding, cooperation, and good faith. It, therefore, requires a free and open exchange of views with all parties participating in deliberations leading to agreement.

4. Interest Based Approach Procedures

- a. IBA - A maximum of six representatives designated by the Board shall meet with as many as six representatives designated by the each employee group to discuss and to attempt to reach, in good faith, a mutually satisfactory proposal for Governing Board approval.

- b. Opening IBA Session: The IBA process shall commence as soon as practicable after a written request to commence the process is provided to the Superintendent by the Dysart Education Association, but in no event later than February 1st.
- c. Preparation: The time and place of meetings shall be agreed upon by the parties. Costs, if any, will be shared equally by both parties.
- d. Exchange of Information:
 - 1. During IBA sessions, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Upon request of either party, the other shall make available for inspection its records and data pertinent to the subjects discussed in IBA sessions except privileged information.
 - 2. The Superintendent of Schools shall provide the Association with the proposed budget for the next fiscal year no later than two (2) weeks after it has been made available to the Board.
 - 3. The Association President will be invited to attend and participate during meetings of the Administrative Council.
- e. Consultation:
 - 1. Each party may utilize the services of outside consultants and may call upon professionals and paid representatives to assist in the interest based approach process. The expense of such consultants shall be borne by the party requesting them.
 - 2. Resource people will be available for reports and questions upon request, but will retire before teams continue with discussions.
 - 3. Each party shall be at liberty to consult with their executive boards regarding items under discussion.
- f. Joint Study Sub-committees:
 - 1. Upon mutual agreement, the chairpersons are empowered to create joint study committees.
 - 2. Recommendations of joint study committees are advisory in nature.
 - 3. Upon completion of its study, the subcommittee will submit a written report to the IBA team on the subject assigned to it.
- g. Both parties recognize the right of the Board and the Association to communicate with their constituency and the public regarding IBA items deemed relevant by either party.

5. Agreement

When an agreement on a proposal is reached, it shall be made in writing and submitted for ratification to the Association prior to submittal to the Governing Board. If agreement is not reached prior to the end of the school year, the DEA Executive Board will ratify the agreement. When approved by both parties, it shall be signed by their respective presidents and shall be included within the official minutes of the Board. The Governing Board, in its sole discretion, may include such items in District policy. With respect to agreements between teachers and the Board, the District agrees to notify the Association if any substantive changes to the language used in the forms for those agreements is contemplated.

B. GOVERNING BOARD

1. Recognition of Responsibilities and Rights of the Association

- a. The Board hereby agrees that every certified employee of the Board shall have the right to organize, join, and support the Association for the purpose of engaging in the IBA process and for the processing of grievances. The Board agrees that it will not discriminate against any teacher by reason of his/her membership in the Association, his/her participation in any activities of the Association or meeting with representatives of the Board, his/her participation in any grievance, complaint or proceeding under this Memorandum of Understanding.
- b. A joint presentation will be made by a designee of the Superintendent and the Dysart Education Association to administrators about the contents of the MOU.

2. Responsibility for Teacher Effectiveness

- a. Governing Board and/or administrators have a professional responsibility to provide reasonable conditions under which classroom teachers can effectively teach. Such conditions include:
 - 1. assignment of classroom teachers only to areas in which they are legally qualified to teach;
 - 2. provision of teaching facilities and materials for all teachers, including special area teachers;
 - 3. provision of adequate time to teach;
 - 4. administrative support of classroom teachers;
 - 5. maintenance of facilities within budget limitations.

C. DYSART EDUCATION ASSOCIATION

1. Use of School Facilities

- a. The Association and its representatives shall have the right to use a school building at all reasonable hours for meetings, scheduling such use with the principal of the school, provided that this shall not interfere with or interrupt normal school operations. Direct expenses incident to the meeting, other than those normally a part of the school operations shall be borne by the Association.
- b. Duly authorized representatives of the Association and the organizations with which the Association is affiliated shall be permitted to discuss matters pertaining to Association business with District personnel provided that this shall not interfere with or interrupt normal operations.
- c. The Association shall have the right to place appropriate identified notices, circulars and other material on designated school bulletin boards and in the teachers' mail boxes. Appropriate material does not include any material detrimental to the interests of the District or any material, which contains derogatory statements about the District or District personnel. At least one (1) bulletin board on each campus shall be reserved exclusively for Association material.
- d. The District will provide a work space, telephone and intradistrict mail for Association activities. Intradistrict mail includes e-mail. Only appropriate material may be disseminated by e-mail. Appropriate material does not include any material detrimental to the interests of the District or any material, which contains derogatory statements about the District or District personnel. All e-mail must comply with District policies concerning use of District e-mail.
- e. There shall be designated days when there will not be any staff meetings, professional development programs, committees or mandatory meetings. These days shall be the first and third Tuesday of each month which will be designated for DEA meetings. IEP meetings are permissible as well as teacher elected activities such as tutoring, clubs and athletics.

2. Release Days

1. The Governing Board agrees to grant a total of 50 release days to the Association President or other Association representatives as designated by the Association President to conduct Association business. If the DEA President is a high school teacher (grades 9-12) he/she shall be provided with one high school period per day to conduct association business. If the DEA President is a K-8 teacher, he/she shall be provided one release day per week to conduct association business.
2. In addition to the release time provided above, the District shall authorize the half-time release of the DEA President to perform activities of a quasi-personnel officer nature.

3. Participation in Administrative Council

The Association President will be invited to participate in Administrative Council meetings.

4. Board Agenda

The Association President will receive the agenda of Board meetings.

5. Committee Representation

The President of the Association shall recommend all teacher representative(s) on all committees, which are involved in the IBA process. These committees include the following: IBA; Safety; Calendar; Human Resources; Technology; Assessment; K-12 Articulation; selection committees for Mentors, TOSAs as well as administrative positions with supervisory authority over certified staff; and any other committees the Superintendent deems appropriate. If other employee groups are represented on said committees, teachers shall have equal representation unless the makeup of the committee is determined otherwise by mutual agreement.

6. MOU Collaboration Committee

A Committee shall be formed with the purpose of meeting year round to address relationship issues. The committee structure and format is to be developed by the DEA and HR department. In addition, the DEA President and/or designee shall meet with the Superintendent and Human Resource Director on a weekly basis.

D. EMPLOYEE RIGHTS

1. General Rights

- a. Nothing contained herein shall be construed to deny or to restrict to any teacher rights he/she may have under the Arizona Revised Statutes or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- b. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
2. Rights of Representation
- a. Prior to any meeting with a teacher which could lead to discipline or an evaluation leading to a Personal Improvement Agreement, the supervisor shall indicate to the teacher the subject to be discussed.
 - b. The teacher has the right to have an Association representative present.
 - c. If during the course of the meeting the teacher feels the need for representation, the meeting shall be suspended until such time as a representative can be present provided that the representative shall be available within five (5) working days of the date of the requested representation.
3. Academic Freedom
- a. Academic freedom shall be guaranteed to teachers in order to create in the classroom an atmosphere of freedom, which permits students to raise questions dealing with critical issues of the time and which maintains an atmosphere conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas. The teacher shall take into consideration the subject matter as it relates to the maturity level of the student.
4. Personnel Records and Files [Reference DUSD Policy GBJ]
- a. The District shall maintain a complete and current official personnel file for each employee. Teachers in the District will be required to supply the District office with current and complete transcripts of credit. It is the duty and responsibility of each teacher to be certificated and to keep such certification current. Teachers must record their certificates with the Maricopa County School Superintendent's office.
 - b. An employee's confidential file will be available only to authorized individuals and to the employee.
 - c. The employee's own personnel file may be reviewed by making a written request to the Executive Director of Human Resources. The employee shall be allowed to review his/her personnel file within two (2) working days of the request to do so. All materials placed in the teacher's personnel file and originating within the School District shall be available to the teacher at his/her request for inspection.
 - d. Material originating within the School District and which is derogatory to a teacher's conduct, service, character or personality shall not be placed in a teacher's personnel file located in the Human Resources Office unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed.
 - e. The teacher shall have right to rebut any material filed, and the response shall be attached to all file copies.
 - f. All reference and information originating outside the School District on the basis of confidentiality and information obtained within the School District in the process of recommending the teacher for employment shall not be subject to the Memorandum of Understanding and therefore shall not be available for inspection by teachers.
 - g. The teacher shall have the right to place pertinent material in her/his file. This material shall be submitted to the principal and to the Human Resources Office for placement in the teacher's file.
 - h. All references and information obtained within the school system in the process of recommending the teacher for employment or promotion shall not be available for inspection by any teachers except by written agreement from the person on whom the file is being kept.
5. Professional Responsibilities [Reference DUSD Policy GCMC and GCMF]
- a. Teachers are encouraged to participate in the following areas:
 - 1. Professional organizations, either of a broad nature or those pertaining to subject areas;
 - 2. Staff development training;
 - 3. District-wide committees;
 - 4. A reasonable number of school functions, i.e., PTA, PTO, chaperoning.
 - b. When a regular teacher is absent, it is his/her responsibility to have available to the substitute those materials necessary to conduct the activities of the day as set forth in paragraph V(J)(2) "Substitute Assignment" of this Memorandum.
 - c. The work assignment is the main focus of the professional assignment of the teacher and represents the portion of his/her assignment where the greatest amount of time is spent. The teacher must be in the classroom during these periods, which are assigned as teaching periods unless other arrangements have been specifically made with the building administration.

II. EMPLOYMENT QUALIFICATIONS

- A. The selection of teachers for the Dysart School District is based primarily on:
 - 1. An evaluation of the written application, transcript and recommendations;
 - 2. Automated (or Standardized) Screening Instruments;
 - 3. Personal interviews;
 - 4. Personal contacts.

- B. All applicants for any teaching position in the Dysart School District must have a valid Arizona certificate for teaching the position for which they are an applicant.

- C. Prior experience may be granted up to ten (10) years for teaching experience in K-12 public schools. A Charter School is not considered a public school for purposes of this section. Exceptions may be granted at the discretion of the Superintendent for positions that are identified as priority recruitment positions. The Association President will be notified which positions have been identified as exceptions. [Reference DUSD Policy GCBA]

- D. All applicants must meet the basic health requirements as specified in the policies of the Governing Board.

III. COMPENSATION

A. COMPENSATION PROCEDURES

- 1. Effective July 1st, yearly, except as provided herein, the salary for all positions covered by this Memorandum shall be set forth in the Salary Schedule included in this Memorandum.

- 2. Academic Credit:
If academic credit is awarded pursuant to the requirements of Section III.F. of this agreement, a teacher may advance through the horizontal columns of the salary schedule as follows:
 - a. Employees hired during and after the 2001-2002 school year are eligible to move to BA15, BA 30 and MA columns only.
 - b. All employees shall be eligible to move to BA30 beginning with the 2003-2004 school year.

- 3. A teacher shall advance through the horizontal steps of the salary schedule by completing academic credit on the increment basis provided herein. Requirements for earning academic credit are found in Section III.F.

- 4. If full-time employment has been for less than one-half of the total teacher duty days as set by the official school calendar, the teacher shall remain on the same step of the salary schedule for the following year.

- 5. Teachers taking courses at the written direction of the Administration shall receive credit for these courses toward advancement on the salary schedule.

- 6. School Nurses shall be paid on the certified salary schedule.

B. SALARY SCHEDULE INFORMATION

| | |
|--|--|
| 1. Certificated Salary Schedule | Attachment #1 |
| 2. Psychologist Salary Schedule | Attachment #2 Note: Psychologist Interns shall be paid at the base salary of \$31,573.00 Note: Head Psychologist shall receive a \$3000.00 stipend. |
| 3. Occupational Therapist and Physical Therapist Salary Schedule | Attachment #3 |
| 4. Speech Language Pathologist Salary Schedule | Attachment #4 |

C. EXTRACURRICULAR PAY SCHEDULE [Reference DUSD Policy GCBC]

| | 2006-2007 | 2006-2007 |
|--|---------------------------|-------------|
| HS Head Varsity Coach* | 12% of Base | \$3801. |
| HS Head Football Coach* | 16% of base | \$5067. |
| Coaches* with 3 team responsibility as determined by AIA/available schedule. (Baseball, Basketball, Softball, and Volleyball.) | 14% of base | \$4434. |
| HS Varsity Assistant Coach* | 9% of base | \$2850. |
| Football Offensive and Defensive Coordinator | 12% of base | \$3801. |
| HS Junior Varsity Coach* | 7% of base | \$2217. |
| HS Freshman Coach* | 6% of base | \$1900. |
| High School Activities*: Band CHORUS (New for 2004-2005) Drama (2 plays per year) Dance Newspaper Yearbook Student Council | 6% of base | \$1900. |
| H.S. Team Leaders/Department Chairs* <ul style="list-style-type: none"> • English • ESL/Foreign Language • Math • Social Studies • Fine Arts • Science • Physical Education • Special Education • Vocational • Counseling/Frosh Focus | 4% x base x 10 | \$12,667. |
| HS Senior Class Sponsor* | 5% of base | \$1584. |
| HS Junior Class Sponsor* | | |
| ROTC* (one FTE) ROTC* (two FTE if growth exceeds 15% at the 40 th day.) | 5% of base | \$1584. |
| HS Sophomore Class Sponsor * | 3% of base | \$950. |
| HS Freshman Class Sponsor* | | |
| HS additional teaching assignment (4 th period) 05-06 Formula: $\$31,513 \div 185 \text{ work days} = \$170.34 \times 33.3\% = \$56.72$ | 33.3% of base at per diem | \$57.01 |
| School Technology Liaison* | 3% of base | \$950. |
| K-8 Grade Level Chairs* (maximum of ten per school to be determined by Principal and Faculty Advisory Committee. If no agreement is reached, five grade level chairs shall be established as follows: Kindergarten and 1 st grade/2 nd and 3 rd grades/3 rd , 4 th and 5 th grades/7 th and 8 th grades/Special Education and Special Areas) | 4% of base x 10 | \$12,667. |
| K-8 Activities Student Council Yearbook | 2% of base | \$633.42 |
| K-8 Extended Day Activities (Extended day activities are those activities funded by tax credit monies. <u>Prior approval</u> by the Principal is required for payment.) | \$22/hr | \$22/hr |
| Self Contained Special Education Teachers – IDEA Addendum – Spread over all pays. | | \$3000.00 |
| Speech Language Pathologists, Physical Therapists and Occupational Therapists – IDEA Addendum – spread over all pays. | | \$3000.00 |
| Formula to calculate case load coverage due to short of Speech Language Pathologists; Occupational Therapists; and Physical Therapists: $\text{Staff member salary} \div 197 \text{ paid days} = \text{per diem rate} \div 8 \text{ hours per day} = \text{individual hourly rate.}$ | | See formula |

*High School coaching addenda will be paid throughout the season for the assignment as determined by the Athletic Director with the Human Resources Department in consultation with the Payroll Department. Year long assignments will be paid in two installments at the end of each semester. All other extracurricular assignments will be paid upon the completion of the assignment, provided appropriate verification has been received by the Payroll Office.

D. LONGEVITY

A teacher shall receive a longevity payment as specified below after fifteen (15) years of continuous total service in the Dysart Unified School District No. 89. This payment shall continue each year through their 19th year. A teacher shall receive an increased longevity payment of as specified below after nineteen (19) years of total service in the Dysart Unified School District No. 89. This payment shall continue each year through their 23rd year. A teacher shall receive an increased longevity payment as specified below after twenty-three (23) years of total service in the Dysart and shall continue every year thereafter. These payments shall continue each year until retirement or termination of employment.

This longevity payment shall be considered as an additional step on the pay table and payments will be made in equal installments, consistent with the number of pay periods chosen by the teacher and will continue until retirement or termination of employment.

| <u>Years of Service</u> | <u>Amount of Bonus</u> |
|---|------------------------|
| Beginning 16 th – 19 th | \$1500.00 |
| Beginning 20 th – 23 rd | \$2000.00 |
| Beginning 24 th + | \$2500.00 |

The following factors shall be a part of the total service:

1. three-fifths (3/5) or more contract;
2. a contract issued for one-half (1/2) of the teaching days, within one (1) fiscal year; and
4. approved leaves-of-absence shall not be considered a break in the continuity of service; however, the time spent on leave-of-absence status will not apply toward the minimum number of years required for longevity payment eligibility.

E. NATIONAL BOARD CERTIFICATION [Reference

1. Teachers achieving and maintaining National Board Certification from the National Board for Professional Teaching Standards (NBPTS) will receive ten percent (10%) of their base salary; one-half to be funded from M&O and the other one-half to be funded from career ladder. The teacher shall receive the full ten percent (10%) in the school year of notification.
2. In addition, two professional days with substitute coverage will be provided to assist with portfolio preparation in the teacher's preparation stage.

F. ACADEMIC CREDIT Academic credit shall be granted for the following:

1. Academic credit may be earned in any accredited college or university with prior approval by the Superintendent or designee; or risk denial of credit. The Superintendent will consult with the Professional Growth Committee concerning the standards for determining eligibility for academic credit.
2. College courses: graduate college/university level which relate to the participant's teaching field and which the Human Resource Committee feels will improve the participant as a teacher or will benefit the School District and approved by the Superintendent or designee.
3. Instructional/Technological skill courses, which deal with methods, materials, and recent developments, related to the individual's teaching assignment and approved by the Superintendent or designee.
4. Courses in philosophy, curriculum, administration, supervision, guidance and counseling which will result in a better understanding of education and the educative process and approved by the Superintendent or designee.
5. There will be no allowances of credit for a course, which has been audited.
6. Credit towards a salary increment is not given for courses needed to qualify for a teaching certificate upon employment, i.e., Arizona Constitution, U.S. Government, student teaching, etc.
7. Courses paid for by the District will count towards professional growth credit.

8. Report on the proper form the intent to take a course before enrollment or accept the risk of denial. Give evidence of completion of course by filing grade slip or transcripts as soon as received (not later than October 1 for salary amendment). If documentation is not received by Human Resources by October 1st, the new salary shall become effective the next year.
9. Teachers may advance no more than one horizontal lane and one vertical step per year, regardless of the amount of time the teacher may have been placed on the maximum step of the previous lane (See also III.A.2)
10. If a staff member has taken credits in a state mandated program or obtained a specialized certificate or classes toward an approved subject area (as defined by separate agreement between the Dysart Education Association and DUSD administration) that resulted in movement on the salary schedule but did not count toward a Master's degree, then after the Masters degree is obtained the staff member may use some of their master degree courses for movement beyond a masters degree to the extent of these program or specialized certificate/endorsement credits.

G. OTHER CONTRACT PROVISIONS

Any person who does not work the full academic calendar shall be paid on a prorated basis for the number of days to be worked for the remainder of the school year; this shall include school days taught plus the number of days required for orientation.

H. PAYROLL DEDUCTION

1. Teachers may sign and deliver to the Board an authorization to deduct membership dues including the DEA, AEA, and NEA. Such authorization shall continue in effect unless, subsequent to June 1 and prior to September 15 of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Governing Board. The deduction of membership dues upon a member's request shall be made in equal amounts starting with the first full paycheck and ending with the last paycheck in May. The Board agrees to remit promptly to the respective Associations all monies deducted, accompanied by a list of teachers from whom deductions have been made. Teachers hired after the opening of school may sign up for payroll deductions starting as soon as possible after authorization is received in equal amounts, ending the same paycheck as the teachers above.
2. The Association shall hold the Board harmless against all claims, demands, suits, or other forms of liability made against it by reason of payroll deductions.
3. Teachers may sign and deliver to the Board authorization for payroll deduction for the purpose indicated:
 - Teacher Organization Dues
 - Desert Schools Credit Union
 - United Way
 - Health and Major Medical Insurance, dependent coverage
 - Tax Sheltered Annuities
 - U.S. Savings Bonds
 - Flexible Spending Accounts for unreimbursed medical expenses, insurance premiums, child or dependent care
 - Tax Credit

The Governing Board may approve authorization for payroll deductions for other purposes.

I. COMMUNITY EDUCATION

1. All Community School classes fall under the umbrella of the Community Education Department. Therefore, pay rates for instructors and fees for participants for classes shall be compensated at the hourly rate of \$22.00 except for those hours contributed pursuant to I.D.5.a of this Memorandum.
2. Instructors for summer school and classes offered outside the instructional day shall be compensated at the hourly rate of \$22.00 except for those hours contributed pursuant to I.D.5.a of this Memorandum.

J. JOB SHARING

The topic of job sharing for continuing teachers and the requirements for the various spans are as follows:

Teachers interested in sharing a 1.0 full time equivalent (FTE) teaching position should submit a proposal to the Superintendent by March 15 of the school year prior to the year the position is to be shared. This proposal will include a statement of compatible philosophy in the areas of discipline, classroom organization, teaching techniques, instructional strategies, parent communication, record keeping and grading. It will be up to the sole discretion of the Superintendent to approve the Job Sharing position. The teachers and the principal will mutually agree upon a work schedule. Either employee may attend the SST, MDC or faculty meetings; however, one must be available at all required times. Positions may only be divided into two equal halves. The insurance coverage for employees on this program will be as follows:

1. The Board shall pay the full premium for the life insurance equal to the nearest one thousand dollars of each employee's salary and participants shall have the option to purchase additional life insurance at the group rate.
2. The Board shall pay for one-half of the premium toward health and welfare benefits for the employee on the program. The remaining premium will be deducted from his/her payroll over the course of the contract period. All other benefits as stated in Section IV(A)(4) through (7) apply to employees of this program. At the end of the contract year if a job share position is discontinued, the most senior teacher shall have first right to return to the full-time position. The remaining teacher shall be surplusd at the FTE of his/her contract prior to the program.

IV. EMPLOYEE BENEFITS

A. INSURANCE COVERAGE

1. The Board shall pay the full premium for life insurance equal to the nearest one thousand of each employee's salary. Each employee shall have the option to purchase additional insurance at the group rate.
2. The Board shall pay the full premium toward healthcare benefits for each employee, including teachers on one-half (1/2) or more contract, and except for those teachers participating in job sharing.
3. Employees may add dependents to the District's health insurance plan at any time during the year when they have experienced a life status change. This added coverage will be consistent with the rules and procedures established by the District's health care provider.
4. An Insurance Committee shall be established consisting of six (6) members, three (3) appointed by the Board, and three (3) appointed by the Association. The Committee shall consider, review and make recommendations to the Board on all aspects of Board-purchased insurance programs as provided in this contract and other Board policies. The committee will seek input from the IBA team on all proposals prior to seeking bids and IBA endorsement prior to recommending action to the Governing Board. Insofar as any present insurance coverage and carrier is concerned, the committee is directed by the parties to specifically make recommendations as to rebidding. The Board agrees to consider for adoption the recommendations of the joint committee.
5. The Board agrees to make available to the Association all information received from the insurance company or insurance consultant, except any confidential medical information relating to specific employees.
6. Employees on leave of absence approved by the Governing Board may continue insurance at the District group rate by making appropriate payment to the Business Office.
7. An Internal Revenue Service approved pre-tax salary dollar plan for medical insurance premiums, unreimbursed medical expenses and child or dependent care assistance will be established.

B. DEPARTURE FROM DYSART SCHOOL DISTRICT

1. District employees will be reimbursed for a maximum of 175 days of accumulated leave upon retirement, resignation or death while in the District's employ. The reimbursement benefits will be provided to employees at the conclusion of the employees' last year of employment as follows, provided the employee's services have been provided in a satisfactory, ethical and professional manner:
 - a. Upon resignation, retirement, or death, an employee (or an employee's estate) with ten through nineteen years of continuous service in Dysart shall be reimbursed for accumulated earned leave at 85% of the substitute rate.
 - b. Upon resignation, retirement, or death, an employee (or an employee's estate) with twenty years of continuous service in Dysart shall be reimbursed accumulated earned leave at 100% of the substitute rate.
2. An employee with 100 or more days of accumulated earned leave must submit a written request for such reimbursement at least one year in advance, and no later than March 1 of the year preceding the contract year of retirement or resignation. This provision may be waived, depending on the District's financial status. The employee may request that payment be made in the current or subsequent fiscal year; however, the District may, at its discretion, determine in which fiscal year the payment shall be made.

C. TEACHER RESIGNATION [Reference DUSD policy GCQC]

1. Teachers who wish to terminate employment will notify the Human Resources Office in writing, but only after such action has been reported to and discussed with the principal concerned. Notification of resignation will be made prior to the close of the school year to become effective at the end of the school year. A teacher may be allowed to resign prior to or during the school year provided a qualified replacement is available, the teacher gives the Human Resources Office at least thirty (30) days prior notice, and the resignation is approved by the Superintendent and the Governing Board. An employee under contract to the District who resigns without Governing Board approval may be reported to the Arizona Department of Education for unprofessional conduct pursuant to A.R.S. §15-545. Arizona Revised Statutes §15-545 states that a certificated teacher shall not resign after signing and returning the contract unless the resignation is first approved by the Governing Board. A teacher who resigns contrary to this section shall be deemed to commit an unprofessional act and, upon request of the Governing Board, shall be subject to such disciplinary action, including suspension or revocation of certificate, as the state board of education deems appropriate.
2. For those employees who resign at the end of their contract year, their medical, dental and life insurance coverage will continue through June 30. The District will not grant this extension of eligibility for medical, dental and life insurance to any employee who does not work through the end of his/her contract year. For example, the employee who resigns February 15 will be treated as a terminated employee as of the end of the month.

D. LEAVES-OF-ABSENCE WITH PAY [Reference DUSD Policy GCCA]

1. Earned Leave

- a. At the beginning of the school year, each teacher shall be credited with earned leave allowance of 10 days per year.
- b. This leave may be used for illness, personal or business reasons. Employees shall provide notice to the Human Resources Office of any earned leave time qualifying under the Family Medical and Leave Act.
- c. Part-time teachers shall be credited with earned leave allowance according to the percentage of full-time being worked.
- d. Any teacher who resigns or is terminated during the school year shall have earned leave deducted from his/her accumulation at the ratio of days not worked. The teacher's salary shall be adjusted to compensate for any earned leave days taken in excess of those accumulated.
- e. A teacher planning to use an earned leave day for personal or business reasons shall notify his/her principal as soon as possible and not less than three (3) work days in advance. This does not apply to cases of unanticipated illness or emergencies or circumstances beyond the teacher's control. Approval by the Superintendent is required for any absence on the day prior to or the day after a holiday or break period.
- f. The Dysart School District will not grant earned leave for personal/business purposes for more than ten percent (10%) of the certificated staff on any given day at any given building or ten percent (10%) on the District level unless such earned leave is protected by the Family Medical and Leave Act. For purposes of administering this section, those employees utilizing Family Medical and Leave Act time will be granted earned leave before those employees

requesting time for non-qualifying personal or business reasons. Other requests will be granted in order of their receipt by the principal. [Reference DUSD Policy GCCB]

- g. In the first event that it can be shown that the teacher willfully violated or misused this earned leave policy or misrepresented any statement of condition under this policy, he/she may be subject to verbal reprimand.
- h. If it is found that the teacher continues to violate the use of such leave after he/she has been reprimanded, the Administration may take appropriate action under the tenure laws of the State of Arizona.
- i. Employees who use zero (0) earned leave days during a full semester will receive \$150.00 bonus in the paycheck closest to the end of the semester. Employees employed less than a full semester but for at least forty-five (45) instructional days and who use zero (0) days of earned leave will receive a pro-rata bonus.

2. Voluntary Sick Leave Bank Program [Reference DUSD Policy GCCG]

- a. Any full-time employee may participate in the sick leave bank by contributing one or more earned leave days annually. Such contribution must be from the current year's earned leave. Enrollment is open for 30 calendar days following the first scheduled "work" day.
- b. A benefited employee may be eligible to apply if:
 - i. It is for a "serious illness or injury" which is defined as a "non work-related illness that is anticipated to last for the continuous period of time of two (2) or more weeks as defined by the employee's licensed health care practitioner except that where time " or
 - ii. It is requested for the care of a terminally ill immediate family member to be defined as the employee's spouse and children as well as the parents of the employee or spouse.

Note: The sick leave bank cannot be used for non-complicated maternity leave. Ordinarily, childbirth is not considered a serious illness.
- c. In order to be eligible to utilize banked time, an employee may not apply until he/she has exhausted earned leave plus two weeks.
- d. An employee may donate no more than five (5) days of sick leave in any one (1) contract year.
- e. The sick leave bank will be a blind bank. The donor employee will designate the donation to an anonymous recipient. There shall be carry-over of unused sick leave in the bank after the end of the fiscal year. A benefited employee may donate earned leave only to a benefited employee who is a member of the same employee group, i.e., administrative, certified or classified.
- f. No benefited employee shall be eligible for the leave assistance program after he/she qualified for long-term disability coverage, or Workman's Compensation.
- g. For purposes of this program, a day equals the number of hours scheduled in the normal working day of the donor.
- h. The Executive Director of Human Resources shall establish procedures to implement this program.

3. Bereavement Leave [Reference DUSD Policy GCCH]

- a. An employee shall be allowed a leave of absence not to exceed five (5) days during one (1) year, where such absence is due to a death in the employee's family or spouse's family. Family shall be defined to include spouses/significant others with whom the employee resides, children, grandchildren, parents, grandparents, and siblings.
- b. The supervisor may require that appropriate evidence be provided to justify the absence.

4. Jury Duty Or Official Subpoena Leave [Reference DUSD Policy GCCD]

- a. Teachers who are required to serve for jury duty or to appear in court in response to an official subpoena will receive full salary during the period of such service. Such service shall not be deducted from earned leave days unless such service results in a conviction that the teacher violated an Arizona Statute. If teachers are receiving salary while on jury duty, salary excluding mileage that is an increase over the miles driven to work, earned from the city or state for jury duty shall be reimbursed to the District.
- b. A teacher who must appear in any legal proceeding connected with his/her employment with the School District may be absent without loss of pay, if the teacher is required by law or the District to attend.

5. Visitation Leave [Reference DUSD Policy GCCE]
 - a. Upon request to the principal (and the Superintendent), each teacher shall be allowed one (1) day (non-accumulative) to be used to view other instructional techniques.
 - b. Additional visitation days may be granted as deemed necessary by a building principal.
6. Professional Leave [Reference DUSD Policy GCCE]
 - a. Professional leave days may be granted at the discretion of the Superintendent for District representation to a conference, workshop, curriculum meeting, etc.

E. LEAVES-OF-ABSENCE WITHOUT PAY [Reference DUSD Policy GCCC]

1. Under any of the circumstances listed in this section, teachers may request extended leaves of absence without pay. Extended leaves shall be for one (1) year, one (1) semester, or the remainder of a semester. Teachers may be granted consecutive leaves. All requests for such extended leaves of absence without pay shall be reviewed by the principal, the Executive Director of Human Resources and the Superintendent; if the Superintendent, in his/her sole discretion, approves, he/she shall recommend that the leave be granted by the Board.
2. A certificated employee returning from leave shall be reinstated to a comparable position without loss of accrued earned leave, tenure and retirement or status on the salary schedule, except that an employee will not be eligible for the yearly increment and tenure unless he/she has completed at least one-half (1/2) or more of the total days on duty for teachers per the official school calendar.
3. The Governing Board is not obligated to return the certificated employee to duty except at the start of a new term or at such time as would not interrupt the instructional program.
4. Notification of intention to resume employment must be made to the Executive Director of Human Resources in writing no later than March 1 of the school year for which leave is granted or by November 1, if the leave is for the first semester or by June 15, if the leave is for the second semester.
5. Leaves of absence without pay may be requested under the following conditions:
 - a. To engage in Association activities at the local, state or national level.
 - b. To campaign for or serve in a county, state or national public office.
 - c. To serve in the Peace Corps or any similar government approved educational activity.
 - d. To care for a sick member of the teacher's immediate family.
 - e. To serve as an exchange teacher or as an overseas teacher.
 - f. To convalesce due to personal illness or disability of a teacher who has exhausted all earned leave available or who has chosen not to use accumulated earned leave. Such medical leave request must be accompanied by a doctor's certificate. The teacher may return to duty only upon presentation of appropriate medical evidence stating that he/she is able to resume regular work.
 - g. To adopt a child. The teacher adopting a child shall be entitled, upon request, a leave to commence at any time during the first year contiguous with adoption after receiving such custody or prior to receiving such custody if necessary to fulfill the requirements for adoption.
 - h. To care for a child by an employee or spouse when it is contiguous with the extension of medical leave or the birth of a child.
 - i. To fulfill military requirements, the Board shall grant military leaves of absence to a teacher in accordance with existing state and federal statutes.
 - j. To gain work experience by a continuing teacher for the purpose of improvement of instruction. If the Professional Growth Committee approves the request and the Board approves, the leave-of-absence shall be granted.
 - k. To pursue graduate study at an accredited four (4) year institution of higher education provided the employee will be attending graduate school on a full time basis.
 - l. Good cause. The Board for good reason may grant other leaves-of-absence without pay to continuing teachers.

NOTE: Nothing in this section shall be construed to limit an employee's rights under the Family Medical and Leave Act.

V. WORKING CONDITIONS

A. CLASS SIZE GOALS [Reference DUSD Policy IIB]

1. The Superintendent shall make reasonable efforts to equalize class sizes within grade.

2. The District has formulated goals regarding class size as follows:

a. High School

The high school may be staffed at 23:1 ratio. Given a 4X4 block scheduling model, actual class size will average 30:1. The regular teaching assignment for teachers shall consist of three teaching periods and one (1) preparation period. The actual time allotted to teacher preparation shall be 40 minutes. The building principal may designate the use of the additional 45 minutes each day or 225 minutes per week.

b. K-8 Class Size

Goals for class size averages for K-8 are as follows:

| | |
|--------------|-------------|
| Kindergarten | 23 students |
| Grade 1 | 25 students |
| Grades 2-3 | 27 students |
| Grades 4-8 | 30 students |

c. Each elemiddle school class shall be staffed based on projected enrollment and program needs with an allocation formula thirty to one (30:1) student/teacher ratio used as a guideline (excluding librarians, counselors, vocational, special education, and special area teachers).

3. When a grade level enrollment at an individual school exceeds the District goal for class size by two students for ten consecutive days, the Superintendent will recommend to the Governing Board that an additional teacher will be employed for that grade level as soon as possible provided classroom space is available, qualified applicants are available and the District budget allows for such additions to staff.

4. Special Education Class Size Goals [Reference DUSD Policy IIB]

It is the intent of the District to maintain a special education student/teacher and student/staff ratio that will allow the staff to work effectively and efficiently toward the IEP objectives of each student with a disability and to work with classroom teachers to prevent learning problems whenever possible. The goals for student/teacher and student/staff ratios shall be as follows:

| Category/Program | Number of Students | Staffing Level |
|--|--------------------|---|
| Cross-Categorical Resource- Itinerant | 25 - 30 | 1.00 FTE Teacher .75 Instructional Assistant |
| Self-Contained Special Needs Preschool | 10 – 15 | 1.00 FTE Teacher .75 FTE Instructional Assistant (2) |
| Mild/Moderate Retardation/Autism | 10 – 12 | 1.00 FTE Teacher .75 FTE Instructional Assistant (2) |
| Self-Contained Emotionally Disabled | 8 – 10 | 1.00 FTE Teacher .75 FTE Instructional Assistant (2) |
| Multiple Disabilities | 8 – 10 | 1.00 FTE Teacher .75 FTE Instructional Assistant (2) |
| Speech/Language Therapist | 50 – 65 | 1.00 FTE Speech Lang.Path. .75 Speech Assistant |
| Occupational Therapist | 60 – 75 | 1.00 FTE Occupational Ther. .75 COT Assistant |
| Physical Therapist | 35 – 45 | 1.00 FTE Physical Therapist |
| School Psychologist | 1500 – 1800 | 1.00 FTE School Psychologist |

NOTE: Additional personnel may be required based on individual IEP's. If the number of students exceeds the goal for a class or program, acceptable alternatives may include, but are not limited to:

- Increasing an Instructional Assistant's hours.
- Addition of an Instructional Assistant.
- Reassigning students to a different teacher/program.
- Adding a teacher.
- Other adjustments acceptable to the Superintendent and Governing Board.

B. DUTIES: TEACHING

1. Preparation Time, Duty Free

- a. The administration desires to provide preparation period of forty minutes per day to all grades 1-8 teachers. Both parties agree that an attempt will be made to provide a fair distribution of preparation time to the extent of the funds available. The goal for 2003-2004 is 40 minutes per day or 200 minutes per week.
- b. During a preparation period, 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 preparation period.
- c. Emergencies or the building substitute coverage plan may make it necessary for the Administration to assign teachers to cover a class during their preparation period. Teachers shall be relieved from such duty at the earliest possible time.
- d. Teachers who substitute in another classroom for an absent teacher shall receive, after four such instances and for a maximum of the next twenty instances thereafter, the following:
 1. \$18 per period; or
 2. One and one-half hours of earned leave will be added to the teacher's earned leave bank. For the twenty-fifth instance and thereafter, teachers who substitute in another classroom for an absent teacher shall receive one and one-half hours of earned leave added to the teacher's earned leave bank.
 3. Payment (either by check or by crediting time to the employee's earned leave bank, whichever is appropriate) shall be made at the end of each semester.
- e. If there is a lack of volunteers, the approved building substitute rotation will be used and teachers shall be compensated as stated above.

2. Preparation for Classroom Activities

- a. Preparation should include, but not be limited to:
 1. Planning lessons and/or activities to achieve daily and unit objectives;
 2. Developing the plan and method of evaluating student's work;
 3. Reviewing subject matter; and
 4. Caring for equipment and materials.

3. Professional Workday

- a. The professional workday for teachers shall be based upon their professional responsibilities and duties. Teachers need to arrive in time to be prepared to teach as students arrive. Teachers may be required by the building administration to report prior to the school day and to remain after the school day to attend to those matters, which properly require attention at that time, including consultations with parents when scheduled directly with the teacher.
- b. The length of the day for children per level (K-8 and high school) shall be consistent throughout the District and may exceed state and North Central Association of Colleges and Schools guidelines
- c. All teachers shall receive at a minimum a thirty (30) minute uninterrupted duty-free lunch daily except in emergency declared by principal and approved by the Superintendent.

4. Service to Students and Parents

- a. Teachers are expected to spend a portion of their time in providing individual counseling and guidance to students.
- b. Teachers shall keep parents informed when students are in danger of failing. Teachers shall be available for conferences according to Board policy.

5. Pupil Promotion

The evaluation of a pupil by his/her classroom teacher shall be given prime consideration in determining the promotion or retention of a pupil. Should, in any instance, the teacher's position relative to promotion or retention be overridden, a full explanation in writing will be given to the teacher involved. All elementary teachers who receive the child the following year shall be notified of the previous teacher's position.

C. STAFF DEVELOPMENT AND EARLY RELEASE MONDAYS

1. The District recognizes the value of teachers having specified time to collaboratively plan. Teachers will be granted one Monday per month to work on grade level/department curricular issues. The dates will be determined at the beginning of each semester after the District calendar needs have been established.
2. Scheduling of activities for Monday afternoon shall be at the discretion of the District, except those designated in paragraph C.1 above. Normally, the schedule of staff development time will not extend more than two hours beyond each school's non-Monday dismissal time.
3. School Staff Development Teams
School staff development shall be collaboratively planned and implemented in conjunction and aligned to the Continuous Improvement Plan (CIP) process. It shall include campus administrators, district administrators as needed, and teachers.
4. Compensation for Staff Development
 - a. When monies are available, compensation for attendance at staff development classes shall be at the rate of \$90.00 per day.
 - b. When monies are available, compensation for writing Curriculum (product results) shall be at the rate of \$22.00 per hour.
 - c. When monies are available, compensation for teaching or tutoring shall be at the rate of \$22.00 per hour.

D. FACILITIES OR SERVICES

1. The Board agrees to make available Personal Computers, printers, audio-visual equipment and duplicating machines to aid teachers in the preparation of instructional material to the extent allowed by the approved District Budget.
2. The Board shall provide:
 - a. adequate chalkboard or whiteboard space in every classroom;
 - b. copies, exclusively for each teacher's use, of all texts used in each of the courses taught;
 - c. a computerized attendance program
 - d. adequate teaching materials required in carrying out the daily teaching responsibility.
3. Upon request and as approved by the principal, teachers shall have access to their work environment outside of the regular school day.
4. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which endanger and/or impair their health, safety or well being.
 - a. Each school will submit an annual plan regarding safety and security in the work place to the Superintendent. The District campus security guidelines will be followed.

E. FACULTY MEETINGS

1. Each teacher is expected to play a constructive role by attending and participating in faculty meetings, department meetings and/or grade level meetings.
2. Teachers may be required to attend no more than one (1) faculty meeting per week outside of staff development time. This meeting shall not begin more than one (1) hour before the start of the school day, if held in the morning and shall not extend more than one (1) hour past the end of the school day if held in the afternoon.
3. An agenda and time shall be placed in teacher mailboxes or to the teacher's e-mail address four (4) hours prior to the meeting. Faculty meetings shall be regularly scheduled and placed on the school's master calendar.
4. An additional faculty meeting may be called in the event of an emergency (a sudden, unforeseen situation or set of circumstances demanding immediate action). Notice of the meeting and an agenda must be given as soon as possible.

F. WORK DAYS

1. Teacher work schedule shall be:

| School Year | Total Number of Paid days | Total Number of Paid Holidays | Total Number of Student Days | Number of Staff Development Days prior to School Start | Number of Staff Development Days after School Ends |
|-------------|---------------------------|-------------------------------|------------------------------|--|--|
| 2002-2003 | 196 | 12 | 177 | 6 | 1 |
| 2003-2004 | 196 | 12 | 178 | 5 | 1 |
| 2004-2005 | 196 | 12 | 179 | 4 | 1 |
| 2005-2006 | 197 | 12 | 180 | 5 | 1 |

2. Teachers new to the District will be required to attend three (3) pre-session orientation days in addition to the above without additional compensation.

G. FACULTY ADVISORY COMMITTEE

1. A Faculty Advisory Committee (“FAC”) consisting of an Association representative, the principal and no fewer than four (4) faculty members elected by the faculty, shall be established at each school unit to facilitate communications between building administration and teaching staff on matters relating to their particular school. Team leaders/grade level chairs/department chairs should not be FAC representatives.
2. FAC issues are campus concerns and not individual or personnel-related concerns. Every campus concern submitted must be brought to FAC. If the issue has been previously submitted and addressed, it will not be placed on the agenda again. It is recognized that concerns should be resolved at the lowest level possible for example grade chair or department chair.
3. This committee shall meet monthly. Every consideration shall be given for requests for additional meetings.
4. The first Faculty Advisory Committee meeting shall be scheduled within the first thirty days of school. The election of the FAC chair should take place at the first meeting.
5. Minutes of the building meeting including responses to concerns raised at the meeting shall be made available to all building staff members, DEA President, the Superintendent and all Cabinet Members as identified by the Superintendent.
6. This committee should not be confused with department heads and building representatives. Major issues not resolved in FAC should be brought to a DEA policy meeting and/or referred to an appropriate committee at the site.

H. PARENT - TEACHER CONFERENCES

Parent-teacher conferences are part of the teacher’s professional responsibility. At the K-8 level, parent-teacher conferences shall be scheduled twice a year. This does not disallow parents or teachers to request a conference at any time.

I. STUDENT DISCIPLINE

1. A teacher may refer a pupil from class to the principal, or his/her designee, with the appropriate transmittal slip where applicable when the persistence of misbehavior or the disruptive effect of violations make the continued presence of the pupil unacceptable. In such case, the pupil may be excluded from the class for a period of time determined by the administration after consultation with the teacher. The teacher shall furnish the administration with appropriate and specific written documentation.
2. In the case of an assault upon a teacher, a complaint, or a lawsuit brought by third parties as a result of action taken by the teacher acting within the scope of his/her duties and responsibilities and while performing his/her duties, the Board shall provide legal counsel. Time lost by a staff member in

connection with any incident mentioned in this article shall not be charged against the staff member's salary, or earned leave, but shall be borne by the District.

3. When a parent approaches the administration concerning a teacher's relationship with a student, the administration will inform the parent of the Parent Complaint Procedure. If the parent chooses not to have a conference with the teacher, the administrator will inform the parent that he/she will listen to the parent's comments but before any official action can be taken the parent must follow the parent complaint policy. Notwithstanding the foregoing, the District may take appropriate action when so required by federal or state law. Prior to taking such action, the District will confer with the affected staff member and the Association, if requested by the staff member.
4. No reference to the complaint shall be included in the teacher's personnel file unless it is to be the basis for a reprimand and unless the teacher is notified in the usual manner, as prescribed in the Parental Complaint Policy. A joint committee equally comprised of Board and Association representatives shall study proposed changes to the Parental Complaint Procedure. After study, the committee shall submit its recommendations to the Board.
5. If a parent has a complaint with a coach or an extracurricular sponsor, the parent must follow the Parent Complaint Procedure. Notwithstanding the foregoing, the District may take appropriate action when so required by federal or state law. Prior to taking such action, the District will confer with the affected staff member and the Association, if requested by the staff member.
6. Students shall be suspended from school only by the principal or his/ her designee. The administration shall endeavor to achieve correction of student misbehavior, which may be approached through counseling and interviews with the student and his/her parents or other appropriate methods.
7. A District policy description indicating the rights and duties of teachers with respect to student discipline (including corporal punishment and removal of a student from class) shall be presented to each teacher in writing within the first week of school.
8. Teachers, acting within the scope of their duties and responsibilities, may exercise the amount of physical restraint reasonably necessary to protect the safety of students and/or himself/herself.
9. Each school shall establish a placement review committee consistent with A.R.S. §15-841 within the first month/30 days of start of school.

J. SUBSTITUTE ASSIGNMENT

1. When the regularly assigned teacher cannot meet his/her classes, it is essential to the educational welfare of the students that the vacancy be filled in the most expeditious manner possible. Every reasonable effort will be made to fill the vacancy with a substitute teacher.
2. The regular teacher shall have available lesson plans, seating chart where permanent seats are assigned, and other records and materials. Grade books may be required where appropriate.
3. Teachers may arrange for another teacher to cover a class for one period or more during a school day with the principal's or his/her designee's approval, prior to leaving his/her assignment.
4. In case of unanticipated illness or unanticipated utilization of Family Medical and Leave Act time, teachers must notify the District office by 6:00 a.m. of the morning a substitute is needed. Teachers should call prior to the time that the substitute leaves school to let the DUSD substitute caller system know whether to rehire the substitute or not. If a call is not received, the substitute will not be rehired the following day. A substitute will be released at the end of the day UNLESS the employee has notified the District substitute coordinator by 1:30 p.m. or prior arrangements with the DUSD substitute caller system have been made.
5. If proper notification is not made and the substitute and the teacher both appear for work the following day, the substitute teacher will be reassigned.

VI. SUPPLEMENTAL COMPENSATION AND WORKING CONDITIONS

A. ATHLETIC ASSIGNMENTS

1. HIGH SCHOOL [Reference DUSD Regulation GCBA-R]
 - a. Whenever possible, principals will schedule teaching assignments in order that teachers can meet their extra duty obligations.
 - b. The additional pay for coaches shall be for the season of practice as defined by the Arizona Interscholastic Association and for post season competition for which the team or individuals are eligible such as divisional and state championships.
 - c. After completion of the coaching assignment but not later than twenty (20) school days after the state tournament or the last day of school, whichever comes first, the administration and athletic director (where applicable) shall prepare a written evaluation of all coaches and shall notify them as to his/her recommendation for the following school year's coaching assignment. The athletic director's evaluation will be submitted to the principal. The principal will make final evaluation within five (5) days of the above deadline or the last day of school, whichever comes first. Copies will be given to the coach, athletic director, head coach and District personnel file.
 - d. If a coach receives written notice of dissatisfaction and/or if there is a question as to his/her reassignment for the next year's season, the coach is entitled to a hearing. Present at this hearing will be the coach in question, the athletic director, the head coach (if applicable), an association representative, and one administrator. The Superintendent shall appoint the Hearing Officer. The Hearing Officer shall make a recommended decision for consideration by the Superintendent. The Superintendent's decision shall be final.
 - e. If the head coach is to be replaced, no assistants will be assigned until after a new head coach is hired. The head coach will state the necessary qualifications for his/her assistant(s). If a head coach resigns after assistants have been assigned, the assignments will be nullified. The new head coach will give prior assistants first consideration. If a head coach is not replaced by the end of the school year, the principal may appoint the assistants. The principal must approve all assistant assignments.

B. COUNSELORS

1. High school counselors shall have twenty (20) additional days added to their school year at a per diem rate of pay. If any counselor is unable to work these days, the days shall be allocated to another counselor(s) by the principal after he/she has determined the need exists. The principal shall determine the extended contract schedule.
2. All counselors shall serve as members of the District's Crisis Team and may expect to be assigned as such in emergencies.

C. TEAM LEADERS/DEPARTMENT CHAIRS/GRADE LEVEL CHAIRS

1. Team leader/Department Chair/Grade Level Chair is not a vested interest and may be revoked anytime for reasonable cause.

D. LIBRARIANS/MEDIA SPECIALISTS

1. Librarians at each building shall have ten (10) additional days added to their school year at a per diem rate of pay.
2. Librarians shall serve as members of the School and/or District's Crisis Team and may expect to be assigned as such in emergencies.

E. PSYCHOLOGISTS

1. Psychologists shall serve as members of the School and/or District's Crisis Team and may expect to be assigned as such in emergencies.
2. Psychologists are expected to type and submit reports within required state and federal guidelines.
3. Psychologists will not be required to substitute for teachers in their absence.
4. No substitute is required for a psychologist.

VII. ASSIGNMENT, TRANSFER AND REDUCTION IN FORCE

A. ASSIGNMENT

1. Definition: Assignment - The number of sections and name of classes or grade level to be taught by classroom teachers.

2. Teachers shall only be assigned to an area in which they have an endorsement and/or is included in their major or minor field of study.
3. The principal shall develop the master schedule and make teacher assignments using input from division chairpersons and/or team leaders. The principal shall distribute the master schedule showing all teacher assignments. Within five (5) days after notification any teacher who does not agree to his/her assignment shall meet with the principal to review the criteria by which the assignment was made.
4. When there is not mutual agreement on the assignment between the teacher and the principal, the matter may be referred to the Superintendent for adjudication. The teacher may be present and may be represented by the Association. The Superintendent shall render a written decision within five (5) days.
5. All teachers shall be given written notices of their assignments for the coming year no later than the first day of the last week of school, unless such notice is not possible due to unanticipated District needs. In those instances where such notice is not possible, the principal shall consult with the teacher prior to making the new assignment.
6. Teacher schedules and assignments shall be made without regard to race, creed, color, national origin, sex, marital status, age, religion, disability or membership in any teacher organization.
7. Any teacher who is transferred to a 'soft money', supervisory or administrative position and later returns to teacher status shall be entitled to such rights as teachers have under this memorandum. Previous salary step placement shall be returned to the teacher plus one (1) year step increase for each year as a supervisor or an administrator.
 - a. Teachers who are selected as administrative interns for the school year will be offered the opportunity to return to their specific teaching position for the following school year if their internship position is not renewed.
 - b. Teachers who accept a position to teach in a new, experimental, or agency funded program or a program, which is later discontinued, shall be reassigned to a comparable position for which they are certified and they are eligible to participate in the annual Transfer Assignment Process.

B. TRANSFERS [Reference DUSD Policy GCJ]

1. Definitions

- a. Transfer - The movement of a teacher to a different grade level (K-8) or subject area (9-12) or building. Transfers may be involuntary or voluntary, and may be accomplished in three ways: through the T.A.P. procedure, mutual agreement among teachers and principals, and the posting. Transfer and/or assignment change of certificated staff in schools/departments of the Dysart Unified School District is encouraged whenever opportunities for such change occurs due to the opening of a new school/department, or when vacancies become available within existing schools/departments.

Procedures used for voluntary transfer and/or assignment change assure that District employees will be given the opportunity to be considered for similar position openings within the District for which they are qualified, and for which a request for voluntary transfer or assignment change is made.

Procedures used for involuntary transfer and/or assignment change assure that the best interests of the District are foremost in providing the most effective and efficient operation of the District.

Involuntary transfer and/or assignment change may occur at any time, at the discretion of the Superintendent and/or the designated administrative representative, when such transfer and/or assignment change is deemed to be in the best interests of the District.

For all transfer and/or assignment changes, whether voluntary or involuntary, the employee's area of competence and quality of job performance, certification, field of study/training, and needs of the District will be taken into consideration when final decisions are made.

- b. Seniority - A teacher's seniority is established by the initial date of approval of appointment by the Governing Board. Those teachers whose seniority date is the same shall have their seniority established by lot. The District shall conduct the lottery in a fair, equitable, and reasonable manner

with the Association President or his/her designee present. Once a teacher's seniority has been established by lot, such seniority date shall remain with that teacher as long as the District employs that teacher. Seniority will not be broken but will accrue during:

1. time lost because of an occupation related accident;
2. leaves-of-absence, paid or unpaid, as set forth in this contract;
3. use of earned leave; and
4. periods of layoff.

- c. Seniority list - By September 1 of each school year, the Board will publish and distribute to all teachers and the Association a seniority list ranking each teacher from the greatest to least seniority. This list shall also itemize, after each name, such teacher's area (s) of certification. A finalized list shall be provided to the Association by March 1 of each year, which shall include all corrections, deletions, and additions of teachers for the school year.

2. Notification of Vacancies

- a. Definition: Vacancy - Any new positions and any openings in current non-administrative, certificated positions which the District has decided to fill.
- b. After assignments have been declared, the Superintendent shall deliver to the Association and post in all school buildings a list of the vacancies, which currently exist and new positions. All vacancies shall be posted for a period of five (5) school days. No assignment to fill vacancies shall be made until after the closing date.
- c. From July 1 until April 12, teachers will not be able to transfer from their assigned position unless mutually agreeable to the teacher involved and the principal(s) and approved by the Superintendent.
- d. All new hires for certified positions that are approved by the Governing Board on or after the December 31st will be interim contracts.
- e. On or before March 15 of any school year, a list of known and anticipated certificated openings at all schools/departments for the upcoming school year will be distributed and posted throughout the District. Employees who desire a transfer and/or assignment change to one of the listed known openings shall file a Request for Transfer form with the Human Resources Office by the close of business on the date announced. In addition, certificated employees must submit documentation of highly qualified status with their TAP application or at the time they are selecting a position in the TAP.
- f. Master lists of openings and requests for transfer by seniority will be prepared by the Human Resources Office and distributed to all Principals, Supervisors, and the Dysart Education Association by the date announced by the Human Resources Department.
- g. Positions will not be denied based on sex, race, color, national origin, religion, marital status, age, or disability.
- h. For all vacancies, principals shall prepare a written description of the school, the position available, and job expectations. Candidates are encouraged to seek further information before selecting a position in the draft.

3. Involuntary Transfers

- a. Involuntary transfers may occur to relieve overstaffing (also referred to as surplus) to fulfill critical needs, to accommodate program changes and for other justifiable reasons deemed to be in the best interest of the District.
- b. A teacher being involuntarily transferred shall not have their compensation reduced as a result of the involuntary transfer. With the teacher's agreement, the teacher may be transferred to a position not equivalent to the teacher's previous position.

4. Voluntary Transfers

- a. A teacher may submit a request for transfer at any time, whether or not a vacancy exists.
- b. A request to transfer will not be granted if the teacher has been under a plan of improvement (PIA) for classroom deficiencies during the current year unless the teacher's current supervisor agrees and the principal desiring to grant the transfer request agrees to continue the PIA until the areas requiring improvement have been completed.

5. Teachers Returning From Leave

- a. If a teacher goes on leave on or after the 91st day of school for less than one (1) school calendar year, then the returning teacher shall go back to the position that he/she held at the beginning of the leave as though he/she had not been on leave.

- b. If a teacher goes on leave and the position that teacher held no longer exists when he/she returns from leave, or was filled by another teacher at the time he/she went on leave, then the teacher returning from leave shall be accorded all of the rights and privileges that are offered any other teacher. Specifically, the teacher will be afforded the opportunity to go into Round 1 of the TAP (transfer assignment procedure).
 - c. Notwithstanding the foregoing, any teacher utilizing Family and Medical Leave shall be afforded all rights as provided by law.
6. Transfer Procedures
- a. Prior to making any involuntary transfers, the District shall seek volunteers by sending a notice to all teachers stating the areas of surplus (grade, subject, school) and listing all vacancies.
 - b. When an involuntary transfer is necessary, seniority shall govern unless a teacher's area of competency, major or minor field of study, and other relevant factors, including but not limited to, state, local, and federal laws, and rules and regulations will significantly impact the educational program. If such relevant factors exist and significantly impact the educational program, the principal may transfer the next least senior teacher. The principal shall in all cases act in good faith. If the teacher selected by the principal to be involuntarily transferred is not the least senior teacher then the teacher declared surplus has the right to appeal the decision to the rules committee.
 - c. The T.A.P. (Transfer Assignment Procedure) Selection Draft
 - i. Beginning with the most senior staff member on the seniority list, he/she chooses 1 of 2 options:
 - a. Select a lateral vacant position at a new or existing school.
 - b. Maintain existing status.
 - c. Draft continues until all eligible staff members have selected a position or have passed.
 - d. After completion of the draft (TAP), the District shall compile a list of all vacancies in the District and attempt to place employees in the following order: "rified" employees; and surplus teachers.
 - e. When the District opens a new elementary school, the principal may exempt four positions from the transfer procedures, which shall be filled at the discretion of the principal with concurrence of the affected employees.
 - f. During the TAP only fifty percent (50%) of vacant positions posted in the TAP for new elementary schools may be filled during the TAP. After the TAP, current employees must be interviewed for vacancies prior to interviewing outside applicants. This mandatory interview time shall be in effect for five working days to include a Saturday after the date of the TAP. After the mandatory interview period, current employees as well as outside applicants may be interviewed. During the interview process, teachers from the grade level shall be allowed to participate in the interview process.
 - g. During the T.A.P. no more than one half of an elementary school grade level staff can transfer during the T.A.P. This is determined by considering the number of actual people assigned to the grade level. Therefore, if there are:
 - 3 then, 1 can TAP
 - 4 then, 2 can TAP
 - 5 then, 2 can TAP
 - 6 then, 3 can TAP
 - 7 then, 3 can TAP
 - h. When the District opens a new High School, the principal may exempt eight positions from the transfer procedures, which shall be filled at the discretion of the principal with concurrence of affected employees. In addition, the principal of the new High School may reserve one position in each department and these positions will be exempt from the T.A.P. Selection Draft. Twenty percent of new high school positions may be hired by the Principal prior to the TAP.
 - i. During the T.A.P. Selection Draft no current high school department may be reduced by more than one half-half. In addition, the high schools may hold back from the T.A.P. three high school positions for areas of specialization. These positions must be identified prior to the T.A.P. (After the T.A.P. there shall not be any assignment changes unless there is mutual agreement between the teacher and building principal or an involuntary transfer situation exists.
7. T.A.P. Eligibility and Rules
- a. Eligibility:
 - i. Shall not have been on a Performance Improvement Agreement at any time during the current school year.

- ii. Shall possess a valid teaching certificate, which evidences qualification to select a particular position in the draft and must demonstrate that they are highly qualified for the position if such qualification is required for the position.
 - iii. Must agree to support the academic focus and teacher expectations of the school you have selected.
 - iv. Emergency certified staff members are not eligible to participate in the T.A.P.
 - v. Shall not TAP into an open position in your current year building unless you were surplus from that building for the next school year.
 - vi. Probationary teachers also called Noncontinuing teachers (those teachers in their first three years of employment in a school district) may only TAP for their 3rd year of employment in the District. This does not apply to surplus teachers. Surplus teachers are those who have been informed that due to enrollment they will not have a position in a particular school for the next school year.
 - vii. Interim teachers are not eligible to participate in the TAP.
- b. Procedural Rules:
- i. There shall be a Rules Committee to oversee the TAP procedures and address rule challenges on the day of the TAP. The committee shall consist of:
 - The Superintendent or designee
 - Two DEA appointees who are not participating in the TAP (one from High School and one from Elementary)
 - Two Administrative appointees
 - ii. It is only permissible to TAP into like FTE positions. For example, if an individual is currently a .5 FTE then a TAP is permissible only to a .5 vacancy. Similarly, if an individual is currently in a 1.0 FTE position, then a TAP is permissible only to a 1.0 vacancy.
 - iii. Round 1: Round one seeks to fill all positions that have been identified as vacancies for the following school year in the District.
 - iv. Round 2: Round two seeks to fill all the positions that remain after Round 1 plus any positions that become a vacancy as a result of Round 1.
 - v. Names will be called in order of seniority.
 - vi. When your name is called you will be asked to select a position or pass. If you pass, your name will go to Round 2.
 - vii. Once a position is selected, the staff member must sign a statement accepting the position and acknowledge the acceptance of the academic focus of the building. If the teaching certificate evidences qualification for the position, then the position is awarded to the staff member. The position the staff member is assigned to for the following school year will be entered as a vacancy into Round 2 of the TAP.

C. REDUCTION IN FORCE [Reference DUSD Policy GCQA]

- 1. Reduction in Force - The Governing Board has full authority to reduce the number of teachers in the District in accordance with Arizona Revised Statutes.
 - a. The Governing Board of Education will make a decision regarding staff reduction prior to March 15 for any actions to be taken during the following fiscal year.
 - b. The procedures to be utilized when it is determined that there is to be a reduction in force are as follows:
 - i. The District shall use the district-wide seniority list
 - ii. The areas/grade levels where reductions are to occur will be identified.
 - iii. The qualifications of affected personnel (beyond necessary state required certification) will be determined for positions in the District. For the purpose of a reduction-in-force, a person will be considered qualified if he/she:
 - a. has a major or minor in the area to be preserved; or
 - b. has taught in the area or discipline to be preserved; or
 - c. meets North Central Association requirements for the area of discipline to be preserved;
 - d. meets minimum State requirements for teaching K-8.
 - iv. 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.
 - v. Staff members on the call back list may refuse three (3) positions before being placed on the bottom of the callback list.
 - vi. Personnel will be maintained on the callback list for three (3) years from the date of layoff.

D. FIRST YEAR TEACHERS

All District first year teachers approved by the Governing Board after December 31st will be interim contracts. Interim teachers are not eligible to participate in the T.A.P.

VIII. GRIEVANCE PROCEDURE [Reference DUSD Policy GBK]

A. DEFINITIONS

1. A grievance is a claim upon an employee's belief that there has been a violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding or established Board policy governing or affecting the employee. The grievance procedure shall not apply to any matter which is prescribed by law, by state regulations, or over which the Board is without power to act.
2. An "aggrieved person" is a teacher or group of teachers asserting a grievance.
3. A "party in interest" is the person or persons making the grievance or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. The term "days" when used in this instrument shall mean working school days.
5. The word "superintendent" shall mean the Superintendent or any person designated by him/her to act in his/her behalf.

B. PURPOSES

1. As problems arise good morale is maintained by the sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure at the lowest level equitable solutions to the problems, which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate to any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with provisions of this Memorandum of Understanding or established Board Policy. The Association shall have the opportunity to be present and to state its views at any level in a formal grievance procedure at the request of the teacher or with the approval of the teacher.

C. GENERAL PROCEDURES

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, time being made of the essence herein, and every effort should be made to expedite the process in less than maximum times set. The time limit specified may be extended by mutual agreement in writing between the grievant and the appropriate level administrator.
2. In the event a grievance is filed on or after termination of the school year, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be completed before the end of the school term or as soon thereafter as is practicable.
3. In the event a grievance is filed so that sufficient time as stipulated at any level of the procedure cannot be provided before the last day of school, notwithstanding the provision set forth in VIII.C.2. of the Article, and should it be necessary to pursue the grievance to higher levels of appeal, said grievance shall be resolved in the new school term in August according to the terms of this policy, unless the parties mutually agree to proceed to settlement without delay.
4. Upon selection and certification by the Association, the Board shall recognize one (1) or more grievance representatives in each building and a central association grievance committee. The Association shall provide notice of the designation of grievance representatives no later than the first week of the school year to the Executive Director of Human Resources and appropriate administrators. If such designation changes, the Association shall provide such notice of the newly designated grievance representative within one week of appointment. Such notice shall include telephone numbers at which the designated representative may be reached and an alternate grievance representative who may be contacted if the designated grievance representative is unavailable or cannot be reached within one working day.

D. INITIATION AND PROCESSING

1. All grievances will be treated as priority items and will be resolved at the earliest possible time.

E. INFORMAL PROCEDURE

1. If a teacher feels that he/she has a grievance he/she must first discuss it with the principal, either individually or through the Association's grievance representative, or accompanied by the grievance representative, in an effort to resolve the problem informally. If the problem is not resolved through the discussion, the teacher or association representatives shall indicate to the administrator that such discussion shall constitute the informal level. If satisfaction is obtained after the informal discussion and if the same grievance reoccurs after the ten (10) day limit, the grievance shall proceed to Level One automatically. In the event that the informal grievance is to be resolved, the Executive Director of Human Resources shall be provided with notice of the subject matter of the informal grievance and the proposed resolution prior to implementation of the resolution.

F. FORMAL PROCEDURE

1. Level One - School Principal

- a. If an aggrieved person is not satisfied with the outcome of the informal procedure, he/she may file a written grievance within the ten (10) working days following the administrator's informal decision. The written grievance shall be submitted to the principal or appropriate administrator. Information copies are to be sent by the aggrieved party to the grievance representative of the Association and to the Executive Director of Human Resources. If the same grievance reoccurs, the grievance shall proceed to Level Two automatically.
- b. The aggrieved person or the principal may request a conference prior to the rendering of the decision. The teacher may (a) discuss the grievance personally, (b) request that an Association grievance representative accompany him/her or (c) request that an Association grievance representative act on his/her behalf. Any request that an Association grievance representative act on the teacher's behalf without the teacher's presence must be made in writing and presented to the principal at the time of the conference.
- c. The principal or other appropriate administrator within ten (10) working days after receipt of the grievance or within five (5) working days after the personal conference (whichever is later), shall render a written decision to the aggrieved person with a copy to the grievance representative of the Association and the Executive Director of Human Resources.

2. Level Two - Mediation

- a. If the aggrieved person is not satisfied with the decision at Formal Level One, mediation may be requested within ten (10) working days after the Level One decision is received. The Director of Student Services, or designee, and an Association Representative from the DEA shall meet with all parties to mediate a solution.
- b. The Director of Student Services or designee, will receive for review any documentation provided by both parties five (5) days prior to mediation. Mediation shall be scheduled within 10 days of the request.

3. Level Three - Superintendent of Schools

- a. If Level Two mediation was unsuccessful, an aggrieved person may, within five (5) working days after the final Level Two Mediation session, file his/her grievance with the Superintendent.
- b. The Superintendent shall schedule a meeting to take place within ten (10) working days from the receipt of the written grievance from the aggrieved person with the purpose of resolving the grievance. Persons entitled to take part in this meeting shall be:
 - i. A maximum of three (3) administrators designated by the Superintendent, who may include himself/herself as one (1) of the three (3).
 - ii. A maximum of two (2) Association representatives.
 - iii. The principal or appropriate administrator who was involved at Level One.
 - iv. The aggrieved person.

These persons shall be given five (5) days notice in writing of the time and place of the meeting.

- c. The Superintendent shall within five (5) days after this meeting, render his/her decision in writing to the aggrieved person, the principal, or appropriate administrator, and the Association.

4. Level Four - Hearing Officer

Only those grievances that contest the imposition of disciplinary action may be appealed to a Hearing Officer who shall make a recommended decision to the Governing Board. This provision does not apply to disciplinary action consisting of a suspension of more than ten (10) days or dismissal. [Appeal of any disciplinary action consisting of a suspension of more than ten (10) days or dismissal is governed by Arizona statutes.]

- a. If an aggrieved person is not satisfied with the Superintendent's decision concerning his/her grievance at Level Three, he/she may, within ten (10) working days from the receipt of the Superintendent's decision, file his/her grievance appeal with the Executive Director of Human Resources.
- b. The Executive Director of Human Resources and the Association shall meet to select a Hearing Officer who shall hear the appeal.
- c. The Hearing Officer shall conduct a hearing utilizing commonly accepted procedural rules for administrative hearings and the Hearing Officer shall issue a recommended decision to the Governing Board within thirty (30) days of the hearing.
- d. The Governing Board shall decide whether to accept or reject the recommended decision of the Hearing Officer and the Governing Board shall determine the appropriate level of discipline, if any, in the matter.

G. INITIATION OF GROUP GRIEVANCES

1. Where teachers in more than one (1) school have a common grievance, the Association, upon their request may initiate a group grievance in their behalf. In such cases a written grievance shall be filed with the Superintendent as described in Section VIII.F.2.b. and information copies of the grievance shall be sent simultaneously to the principals of the employees involved.
2. The procedure for the group grievance shall then follow the steps as described above at Level Two and Three if necessary.

H. THE ASSOCIATION AS A PARTY IN INTEREST

1. When an aggrieved teacher declines to pursue his/her remedies either informally or formally, and when the Association deems that the grievance is one that has great importance or serious implications for members of the Association as a group, the Association may initiate proceedings to pursue a settlement of the grievance for that teacher. However, the teacher may be requested to attend the hearing as a resource to the proceedings. The Association as herein described shall have all the rights, privileges, and defenses as the party for whom it is substituting would have had.

I. GENERAL PROVISIONS

1. Reprisals shall not be taken against any teacher, any party in interest, and Association representative or any other participant in the grievance procedure by reason of such participation.
2. The filing or pendency of any grievance under the provisions of this Memorandum of Understanding shall in no way operate to impede, delay or interfere with the rights of the Board to take the action complained of, subject, however, to the final decision on the grievance.
3. The Association shall have the right to be present to state its views at all stages of the grievance procedure. Any employee may choose to be represented by a person or his/her choosing at any level of the grievance procedure.
4. Failure at any step in this procedure to communicate decisions in writing as called for on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step 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 to appeal.
5. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

6. If any member of the Association's grievance committee is a party in interest to any grievance, he/she shall not serve as the Association's grievance representative at processing of such grievance.
7. The Board and the Administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association with such information as is requested, other than privileged information, for the processing of any grievance within five (5) working days of the request provided such information is available in the form requested.
8. Any grievance shall not be recognized by the Board or the Association unless it shall have been presented to the appropriate level within thirty (30) days of the time the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance shall be considered as waived.
9. A grievance may be withdrawn at any level without prejudice or record. It cannot be reopened so long as the Association and the aggrieved person have agreed to the withdrawal.
10. All sessions held in connection with the processing of grievances, shall be in closed sessions and no news releases shall be made concerning the process of the hearing.

IX. EVALUATION SYSTEM [Reference DUSD Policy GCO]

A. DURATION AND EVALUATION

The current Teacher Evaluation System – Pathwise (ETS) and Praxis III (ETS) -- shall not be changed for the duration of this Memorandum of Understanding without notice to the Association and opportunity to discuss such changes. A joint committee equally comprised of Association and Board representatives will assess the effectiveness of the Evaluation System during the school year and make recommendation to the Board for change

(if necessary) for the following school year. If requested by DEA or administration the joint committee will be established on or before April, and the committee's recommendation shall be made to the Superintendent prior to August 1.

B. RIGHT TO REBUTTAL

1. The teacher evaluation system shall provide a method for the teacher to rebut a negative evaluation. The grievance procedure can be used for alleged violations of the evaluation procedures, but not for disagreement with the opinions of the evaluator.

X. DISCIPLINE AND PARENT COMPLAINTS

A. PARENTAL COMPLAINT PROCEDURE [Reference DUSD Policy KE]

1. The parent shall be encouraged to confer with the staff member involved concerning the complaint before initiating the following procedure.
2. If not satisfied with the outcome of that conference or if the parent refuses to confer with the staff member, the parent may obtain a statement of intent to pursue the matter through the Parental Complaint Procedure from the school office. (Informal communication between the parent and/or principal, and/or staff member is encouraged prior to Step 3.)
3. The immediate supervisor provides the parent with a copy of the Parental Complaint/Appeal Procedure prior to scheduling a meeting with the concerned parties. This meeting will occur within two (2) school days of the receipt of the intent form. A summary of the conference and proposed resolution will be written by the supervisor and made available to the involved parties within one (1) school day.
4. If the parent does not agree with the proposed resolution, then an appeal may be filed following the procedures outlined in the Parental Complaint/Appeal Procedure.
5. Notwithstanding the foregoing, the District may take appropriate action as required by federal and state law. Prior to taking such action, the District will confer with the affected staff member and the Association, if requested by the staff member.

6. Complaints regarding sponsors and coaches - Complaints regarding sponsors and coaches of student extracurricular activities and athletics are processed at the building level. The decision of the building principal is final.

B. DISCIPLINE OR REPRIMAND [Reference DUSD Policy GCQF]

1. Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Memorandum, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well being or is professionally demeaning.
2. The Association recognizes that abuse of sick leave or other leave, chronic tardiness or absence not protected by the Family Medical and Leave Act, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline shall be promptly reported to the offending teacher.
3. A teacher shall have the right to have an Association representative (or his/her designee) 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. When a request for representation is made, no formal disciplinary action shall be taken with respect to the teacher until the representative or alternate representative is given a reasonable opportunity to be present. All written information forming the basis for the reprimand shall be made available to the teacher and the representative.
4. Teachers shall not be disciplined, or reprimanded without just cause.
5. Teachers shall not be disciplined or reprimanded in the presence of students, parents, other employees (except his/her representative), or at public gatherings.

C. SUSPENSION OR DISMISSAL

1. The principal shall have the right to discuss possible infractions of school policy or regulations with a teacher at any time. Prior to any meeting with a teacher, the principal shall indicate the subject to be discussed. The teacher has the right to have an Association representative of their choice present, and if requested, the meeting shall not begin until the representative or alternate representative is given a reasonable opportunity to be present. Both parties shall make every effort to schedule the meeting in a timely manner.
2. Nothing in this Memorandum shall interfere with the right of the Board to terminate a probationary teacher. Termination of a probationary teacher is not subject to the grievance procedure. Dismissal or suspension from duty is subject to the provisions of the school laws of Arizona and the policies of the Governing Board. Probationary teachers who do not show evidence of sufficient professional growth or promise may be dismissed.
3. The Governing Board or the Superintendent shall, in cases where notice of dismissal or termination is given, state in the notice the reasons for the dismissal or termination.
4. Teachers may be dismissed only in the manner prescribed by law.
5. Probationary teachers who receive notification of nonrenewal of their contract on or before April 15 of any school year shall be entitled to a conference with the Executive Director of Human Resources. This conference must be requested within ten (10) working days of the receipt of the non-renewal notice and be held within ten (10) working days of the request. The teacher has the right to have up to three (3) Association representatives present at the conference.