

TUCSON UNIFIED SCHOOL DISTRICT

2024-2025

**TEA
White Collar and Food Service
Agreement**

July 1, 2024 through June 30, 2025

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ARTICLE ONE

DEFINITIONS

- 1-1** The term **ASSAULT** shall mean unlawfully causing any physical injury to another; intentionally placing another in reasonable apprehension of imminent physical injury through verbal or physical means (initiating/hazing, threats/intimidation, bullying); knowingly touching another with intent to injure, insult, or provoke such person. An assault does not require actual physical contact.
- 1-2** The term **ASSOCIATION** shall mean the Tucson Education Association.
- 1-3** The term **BARGAINING UNIT** shall mean all regularly assigned part-time and full-time employees in a classification listed in Appendix I, excluding confidential, temporary, initial probationary employees, substitutes and other employees designated by the Board.
- 1-4** The term **BOARD** shall mean the Governing Board of the Tucson Unified School District.
- 1-5** The term **BREAK** shall mean a specified uninterrupted paid, duty-free period during the workday.
- 1-7** The term job **CLASSIFICATION** shall mean a designated title for like positions as set forth in Appendix I.
- 1-8** The term **DATE OF HIRE** shall mean the most recent date an individual is employed in a regular part-time or full-time position, exclusive of temporary and/or substitute employment.
- 1-9** The term **DAY(s)** shall mean working days. Working days are considered to be those exclusive of holidays and weekends. During the summer, working days will be those when the District's Central Administrative Offices are open for business with the public.
- 1-10** The term **DEMOTION** shall mean a change in assignment of ESP(s) from a position in one classification to a position of another classification having a lower salary grade.
- 1-11** The term **DISTRICT** shall mean the Tucson Unified School District No. One.
- 1-12** The term **EDUCATION SUPPORT PROFESSIONAL (ESP)** shall mean an employee hired to fill a part-time or full-time position in a job classification listed in Appendix 1, and any other positions created during the term of this agreement, for which the Association negotiates, excluding confidential, temporary, initial probationary employees, substitutes, and other employees designated by the Board.
- 1-13** The term **EMERGENCY** shall mean an event which a reasonable, prudent person could not have reasonably prepared for and foreseen.
- 1-14** The term **EXTRA DUTY** shall mean those duties performed above and beyond the regular position and compensated according to The Federal Fair Labor Standards Act (FLSA).
- 1-15** The term **FAMILY** shall include all provisions as defined in this Agreement, A.R.S. 23-371, and further, the definition will extend to include anyone in the metropolitan Tucson area for whom the ESP has or shares a major financial responsibility and is an established resident within ESPs the household.
- 1-16** The term **FTE** shall mean full-time equivalent.
- 1-17** The term **FULL-TIME** shall mean working 30 to 40 regularly assigned hours per week.
- 1-18** The term **GRIEVANCE** shall mean an action filed by an ESP alleging a violation, misinterpretation, or inequitable application of the terms or conditions of this Agreement.
- 1-19** The term **LAYOFF** shall mean a loss of regular employment with the District due to a lack of available work.

- 1-20** The term **LETTER OF DIRECTION** shall mean a letter from a supervisor to an ESP specifying certain directions to be followed.
- 1-21** The term **LUNCH PERIOD** shall be defined as a duty-free unpaid period of at least one-half (1/2) but no more than one (1) hour, scheduled as near as practical to the middle of an ESPs work shift.
- 1-22** The term **MENTAL HARASSMENT** shall mean to bother or torment repeatedly and persistently.
- 1-23** The term **OUT- OF-CLASS** shall mean an assignment in which an ESP is replacing an absent ESP in the classification or is assigned to the classification and given the responsibilities of the position.
- 1-23** The term **PART-TIME** shall mean working 20 or more regularly assigned hours per week, but less than 30 regularly assigned hours per week. Food Service employees hired before July 1, 1995, and who work less than twenty (20) regularly assigned hours per week are also considered part-time employees. These less than four-hour Food Service employees are not eligible for sick and personal leave, holiday pay, and insurance benefits listed in this Agreement.
- 1-24** The term **PERSONNEL FILE(S)** shall include those files in the possession of the ESPs supervisor which contain information concerning an ESP, exclusive of the supervisor's personal notes regarding the ESPs performance/conduct. The Personnel File maintained by Human Resources shall be considered the official personnel file.
- 1-25** The term **INITIAL PROBATION** shall mean a period of ninety (90) continuous workdays from the initial date of employment in a regular bargaining unit position with the management option of extending probation, based on written evaluation, by an additional ninety (90) continuous workdays. Management may also waive the probation period.
- 1-26** The term **PROMOTION PROBATION** shall mean a period of ninety (90) continuous workdays from the initial date of promotion in a regular full-time or part-time position with the management option to extend probation, based on written evaluation, by an additional ninety (90) continuous days. Management may also waive the probation period.
- 1-27** The term **PROFESSIONAL DEVELOPMENT** shall mean the voluntary participation by ESPs in any approved activity (as defined in Article 16) and selected by the individual. Professional development may count for reimbursement or compensation.
- 1-28** The term **PROMOTION** shall mean a non-temporary change in an ESPs job classification that would result in a higher pay grade.
- 1-29** The term **RECLASSIFICATION** shall mean a process by which an employee's position is evaluated to determine whether it is appropriately classified which may result in an upgrade, downgrade, rate of pay frozen at current rate (off schedule) or no change at all.
- 1-30** The term **REGULAR POSITION** shall mean a part-time or full-time Assignment within a classification of the bargaining unit which is assigned to a particular site or department, and which is budgeted as part-time or full-time and is not temporary, out of classification, or substitute in nature. Person(s) selected to fill such positions are regular ESPs.
- 1-31** The term **REPRESENTATIVE** shall mean any TEA member that is designated by the association to perform a function for the association. Upon request, the TEA president shall provide notification of such representatives.
- 1-32** The term **SCHOOL COUNCIL** shall mean the body of stakeholder representatives including site administration, faculty and staff, parents/guardians of pupils who attend the school, community representatives, and/or students established pursuant to A.R.S. §15-351.

- 1-33 The term **BARGAINING UNIT SENIORITY** shall mean the total number of years of uninterrupted service in a regular classification in the bargaining unit. However, seniority will not accrue during unpaid leaves of absence.
- 1-34 The term **DISTRICT SENIORITY** shall mean the total years of uninterrupted service calculated from the ESPs most recent date of hire with the District in a regular position. However, seniority will not accrue during unpaid leaves of absence.
- 1-35 The term **SHARED DECISION-MAKING** shall mean the process of decision making at a worksite in which decision making is shared by the site administrator(s), teachers, parents/guardians and ESPs within the framework of each site’s school council and Governing Board Policy. Shared decision-making shall be synonymous with the term site-based decision-making.
- 1-36 The term **STAFF DEVELOPMENT** shall mean the required participation by ESPs in in-service activities. Staff development hours shall not count toward Professional Development credit unless ESPs use personal time.
- 1-37 The term **SUBSTITUTE** shall mean a person hired for an unspecified period of time to replace a regular ESP who is absent with no guarantee of continuous worksite or hour assignment. It is not the intent of the District to use substitutes in place of filling a vacancy.
- 1-38 The term **SUPERVISOR** shall mean a person in a position designated by the Governing Board as supervisory/exempt or administrative.
- 1-39 The term **TEMPORARY EMPLOYEE** shall mean a person in a white collar classification hired for a period of employment.

The ninety (90) daytime limitation for employment of temporary ESPs does not apply to teacher assistants whose positions depend upon enrollment or temporary ESPs replacing persons on leaves of absence.
- 1-40 The term **TRANSFER** shall mean a change in worksite that entails no change in rate of pay and that involves a regular ESP.
- 1-41 The term **VACANCY** shall mean a regular position which has not been eliminated and has previously been held by a member of the bargaining unit or a newly created bargaining unit position which is not filled administratively through the layoff process, returning from leave, demotion, involuntary transfer processes or assignment in accord with ADA.
- 1-42 The term **WORK WEEK** shall be a seven (7) consecutive calendar day period.

ARTICLE TWO

GENERAL PROVISIONS

2-1 Savings Clause

The Board and the Association recognize that the Board has certain powers, discretions, and duties that under federal law, the Constitution and laws of the State of Arizona may not be delegated, limited to or abrogated by an Agreement with any party. Accordingly, if any provision of this agreement or any application to any ESP covered hereby shall be found contrary to law, such provision or application shall have effect in the law only to the extent permitted by law, but all other provisions or applications of this Agreement shall nevertheless continue in full force and effect. The Association and District shall immediately reopen negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

2-2 Discrimination

- A. Neither the District nor the Association shall discriminate against any ESP on the basis of race, religion, color, national origin, age, gender, gender identity, marital status, disability, or membership or participation in the Association's activities.
- B. An ESP shall have the right to be free from physical or verbal abuse, mental harassment and racial, ethnic, or derogatory and/or defamatory statements.
- C. Nothing in the provisions of this agreement shall be construed as a limitation upon the application of federal law including Titles VI and vii of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity Act of 1972, Age Discrimination in Employment Act, Americans with Disabilities Act of 1990, and other federal and state nondiscrimination laws and regulations.
- D. The rights, privileges and benefits provided by virtue of this agreement shall be applied equitably to all ESPs.

2-3 District Rights

The District retains the right to manage its business, including the right to hire, layoff, assign, discipline, transfer, promote or terminate ESPs, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

2-4 Alteration

- A. No change, revision, alteration or modification of this agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.
- B. In case of emergency for during the term of this agreement, either party may request in writing to the other to reopen any article(s) for negotiation.

ARTICLE THREE

RECOGNITION

- 3-1 The District recognizes the Association as the exclusive representative of ESPs, and will negotiate terms and conditions of employment with the Association.
- 3-2 The District will post the White Collar/Food Service and Consensus Agreements on its website within thirty (30) calendar days from the date of Board approval and ratification by the Association.

ARTICLE FOUR

ASSOCIATION DUTIES AND OBLIGATIONS

- 4-1 As the exclusive representative of ESPs as defined in Article 1-1, Tucson Education Association (TEA) is obligated to represent all ESPs in the bargaining unit in good faith.
- 4-2 **Hold Harmless/Indemnity**
The Association shall indemnify and save harmless the District from and against any and all claims, damages or suits or other forms of liability which may arise out of or by reason of any action taken by the District or the Association for the purposes of complying with this Agreement.
- 4-3 The Association as a covered entity shall comply with all regulations as specified in the Americans with Disabilities Act (ADA).

ARTICLE FIVE**ASSOCIATION RIGHTS****5-1 Facilities**

With prior notification, the Association and its representatives shall have the right to use District facilities at reasonable times when there is no disruption of normal activities for the purposes of conducting Association business.

5-2 Communications

A. The Association and its representatives shall have the right to post notices of activities and matters of Association concern on a designated bulletin board at reasonably accessible places at each worksite. The responsible supervisor at the site, or the designee, shall be given a copy of all material to be posted prior to actual posting. Documents posted may not include any defamatory material or advocate insubordinate acts.

B. The Association shall have the right to utilize the District's mail system to communicate with members of the bargaining unit on matters authorized by a responsible Association representative as evidenced by the Association logo. The Superintendent or the designee shall be given a copy of matters communicated through the District's internal mail system prior to distribution to ESPs. Documents communicated through the District's internal mail system may not include defamatory material or advocate insubordinate acts.

5-3 Information - Seniority List

Upon request, the District shall make available to the Association a list of ESPs organized by department (per group) in alpha order by classification and shall also include bargaining unit seniority date and number of hours worked.

5-4 Payroll Deduction

A. Upon receipt of written authorization from any individual, the Board agrees to deduct from the salary of members of the Tucson Education Association the annual amount due and payable by the individual as now fixed and as hereafter increased or changed as certified by the Association. The Board further agrees to promptly transmit all such monies so deducted to the Association within five (5) days after deductions are made.

B. The individual's written authorization shall remain in effect during the term of employment of the individual unless employee revokes their authorization. Revocation shall be accomplished exclusively in the following manner: The individual shall initiate the requested revocation by providing written notice to the Association.

C. The deductions shall be made in equal amounts starting with the first full pay period after the start of the school year, or the first full pay period after District receives the individual's authorization.

D. In the event the individual's employment terminates, the Board has no obligation to recover any unpaid dues amounts for the Association. In addition, the Association agrees to indemnify the Board against any actions taken by any person for making any payroll deductions as specified in this Article 5-4.

5-5 Association Representatives

A. Association Representatives may take reasonable time off from work to provide representation for ESP(s) as defined in Article 6-2 and for the purposes of contract administration. An Association Representative shall notify the supervisor of any planned absence at least two (2) workdays in advance. Any Association Representative with the permission of their immediate supervisor may be released with less than two (2) days' notice, workload permitting.

Association Representatives will submit a form designated by the District to their supervisor when they notify the supervisor of their planned absence. This form will be maintained as a record of the time used by the Association Representative.

The Association will provide the District with the names of Association Representatives in each building and those members of official committees by October 15 and February 15 of each year of this Agreement.

- B.**
 - 1.** TEA representatives shall be granted released time for AEA Delegate Assembly, time spent as a member of the TEA White Collar/Food Service Bargaining Team, and TUSD/TEA consultations or involvement in a third step grievance hearing or arbitration proceeding.
 - 2.** The following released time shall be provided, and substitute salary shall be paid by the Association:
 - a)** Released time requests requiring substitutes for members of the TEA White Collar/Food Service Bargaining Team prior to March 1;
 - b)** Released time requests requiring substitutes which exceed 20 days. The following release time requests shall not be included in those 20 days: AEA Delegate Assembly; time spent as a member of the TEA Bargaining Team on or after March 1; TUSD/TEA consultation; and/or Level III grievance or arbitration proceedings.
 - 3.** In addition to the ESP filling out the released time form (20-12), TEA will notify in writing the Chief Human Resources Officer in advance of released time requests. If the request is for AEA Delegate Assembly, time spent as a member of the Bargaining Team; a TUSD/TEA consultation; or a Level III grievance/arbitration, the written notification will indicate the reason.
 - 4.** Supervisors shall be given two (2) days advance notice.

5-6 Access

Association representatives shall have access to records and files of all non-confidential information necessary to the determination and processing of any grievances.

5-7 Consultation

- A.** Upon request of the Association or the District, the Association and the District agree to meet and consult at least once per month. Topics of discussion shall include matters of concern to either party. Released time may be granted to allow ESPs to participate in TUSD/TEA consultations.
- B.** The District and the Association agree to have the following two joint committees for the term of this Agreement. The purpose of each is stated below:
 - 1.** Review of Exceptional Education Issues
 - 2.** Professional Development Committee as outlined in Article 16

Each committee shall be composed of up to eight (8) members, four (4) members appointed by the Superintendent and four (4) members appointed by the TEA president. The committees will begin meeting no later than October 1 of each school year. Each committee will provide, upon request, a quarterly update to the superintendent, and will present its findings and recommendations to the Superintendent and TEA. If applicable, the joint committees will forward their recommendations to the TUSD and TEA bargaining teams for consideration in future negotiations.

5-8 Job Descriptions

Within ten (10) days of request by the Association, the District shall make available to the Association a job description for those classifications in the bargaining unit, including any additions made during the life of this Agreement. The District shall provide any modifications or new job descriptions to the Association within ten (10) days of implementation.

5-9 Board agendas and minutes will be available to the Association.

5-10 Upon request, the District will provide to the Association the following ESP information:

- A.** List of all ESPs who have had an increase or decrease in assigned hours (indicate change in hours) by the third Wednesday of each month.

- B. List of all temporary/hourly ESPs and substitutes, including name, position, and site, upon request of the Association.

5-11 Association President and Vice President

Wherever the term Association is used, it is understood that the President of the Association or the designee acts for the association. The Association President and Vice President shall be entitled to a paid leave during the term of office and shall not suffer a loss of benefits. The Tucson Education Association shall reimburse the District for the cost of the paid leave and benefits.

- 5-12 The Association will be invited to participate in any group orientation the District holds for newly hired ESPs in the White Collar / Food Service bargaining units.

ARTICLE SIX

EDUCATION SUPPORT PROFESSIONAL RIGHTS

6-1 Personnel File

- A. During Human Resource's normal business hours, an ESP, with or without an accompanying Association representative, may review the contents of their personnel file(s) (microfiche and hard copy) and to receive a copy of each at Board expense, which shall be kept in Human Resources.
- B. Each ESPs personnel file shall contain all documents used in personnel actions and records of personnel actions involving the ESP. An ESP shall have the right to indicate in writing to the appropriate office those documents in their personnel file which may be obsolete, inaccurate or otherwise inappropriate to retain. Upon receipt of the written request to the Employee Relations Office said documents shall be reviewed by the Chief Human Resources Officer, and if determined to be obsolete, inaccurate, or otherwise inappropriate to retain, shall be destroyed within thirty-five (35) workdays. Letters of said request shall not be contained in an ESPs personnel file after such a process is requested and completed.
- C. No derogatory material regarding an ESPs conduct shall be placed in the personnel file unless the ESP has been given the opportunity to review all material and an opportunity to indicate such review was completed by signing the documents. Signature shall not indicate agreement with the documents, only that a review has been completed. A written signed response to the materials may be completed by the ESP within ten (10) days and this response will be attached and placed in the personnel file. An ESP may provide a representative with a signed, dated permission statement allowing a specific designated representative to have access to and copy at reasonable cost the content of the ESPs official personnel file. Such permission shall be for a specific duration of time with a fixed termination date never longer than ten (10) days from the date of the signed permission statement. All representatives shall process such statements through the Chief Human Resources Officer prior to access to the ESPs official personnel file.
- D. Grievance and materials related to grievance proceedings shall not be kept in the ESPs personnel file. Exceptions to this would be:
 1. Personnel Action Forms;
 2. Adjustments to issued reprimand letters;
 3. Copies of grievance settlements stipulating the settlement in lieu of a Personnel Action Form.

6-2 Association Representation

Upon request, an ESP has the right to representation for the following:

- A. Grievance procedures;
- B. When receiving any disciplinary action;
- C. When discussing an evaluation. If postponement of a meeting occurs in order to obtain a representative, that delay shall not invalidate the evaluation.
- D. During the classification appeals procedure;

- E. For meeting(s) reasonably requested by the ESP on job-related concerns. Such requests will not be unreasonably denied. Meetings on job-related concerns may be scheduled before, during or after the work hours;
- F. When reviewing ESPs personnel file.

The ESP shall be responsible for arranging representation prior to the scheduled meeting. The District shall afford the ESP reasonable time to make such arrangements, should representation be desired by the ESP.

6-3 Complaints

Any complaints regarding an ESP which may have an effect on the ESP's evaluation, continued employment, or which may result in disciplinary action, that are made to the administration by any parent, student or other person, shall be in writing and a copy shall be furnished to the ESP within five (5) days, excluding days for which the ESP is absent. Said ESP shall have the right to respond in writing within five (5) days and the response shall be reviewed by the administrator and attached to the complaint. Should the complaint result in disciplinary action, the discipline shall be issued within five (5) days from receipt of the response and the source of the complaint will be disclosed to the ESP.

6-4 Nepotism

Supervision, evaluation and the recommendation for hiring, retention, promotion, transfer, assignment, leave, salary, grievance adjustment, or discipline of an ESP shall not be made by a member of the family or an established person within the ESPs household.

6-5 Discrimination

ESPs shall have the right to be free from physical or verbal abuse, mental or sexual harassment, and racial, ethnic or derogatory and/or defamatory statements.

6-6 Political Action

An ESP shall have the liberty of political action outside of their work hours provided such action is within the laws of the United States of America and the State of Arizona; and provided further that such action does not impair their respective capacities.

An ESP shall be free from political coercion, or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as an ESP of the District.

6-7 Outside Employment

An ESP may secure outside employment beyond their normal workday, providing such employment does not interfere with the ESPs performance in their position with the District. No negative evaluation of performance or disciplinary action shall be predicated upon lawful, non-school related employment which has no impact upon the ESPs job performance.

6-8 Lawsuits and Liability

In case of a lawsuit against an ESP(s) by a third party, the District shall keep the ESP(s) informed regarding the handling of the incident. The ESP(s) will be informed by the District of the extent of coverage within the limitation of District policy of liability coverage.

6-9 Break Area

An area shall be provided at each site for the use of ESPs. The area shall be tobacco and smoke-free, adequately heated and cooled, and shall be accessible during working hours. The District shall provide a telephone in the area used as a staff lounge for the use of MBUs and ESPs to make local telephone calls.

6-10 Policy Handbook - Food Service

At the beginning of each school year, the Food Service Department shall make ESPs (paid from Food Service funds) aware of department rules and regulations. Such rules and regulations shall not conflict with any provisions of this Agreement. ESPs will be made aware of any changes in such rules and regulations.

6-11 Use of District Property

ESPs may use District property, supplies, materials, and work time only as necessary to complete their assigned work.

6-12 Student Supervision

- A. School clerical and Food Service personnel shall not be required to teach or administer discipline to children. When students referred for discipline are sent to the office of the school and the principal is out of the building, the principal designee will be notified immediately.
- B. An ESP may, within the confines of State law, protect themselves or other persons.
- C. When an ESP and the site administrator have mutually determined that the ESP has been physically assaulted by a student, the ESP will be allowed up to two (2) days leave not charged to the ESP.
- D. When an ESP and the site administrator have mutually determined that the ESP is in imminent physical danger through verbal, written or physical assault, the ESP may be allowed up to two (2) days leave not charged to the ESP.

6-13 Seniority Tie Breaker

In the event two or more ESPs share the same date of hire, seniority shall be determined by utilizing the last four digits in the ESP social security numbers. The ESP having the lowest number shall have the most seniority and others will be ranked from lowest to highest for their seniority order.

6-14 Physical Facilities

No ESP shall be required to work in any location which has been determined to be hazardous to ones health and/or safety by proper authority, i.e., Building Administrator, Health Inspector, Fire Inspector, District Engineer, etc. When buildings and/or worksites are closed because of emergencies, unsafe or hazardous conditions, ESPs may be temporarily reassigned to different locations until such time as the emergency or condition is rectified. No ESP shall suffer loss of pay resulting from these conditions.

6-15 Substitutes

- A. In assigning a substitute to cover for the office manager or health clerk, priority will be given to schools where principals have dual assignments. Second priority will be given to school offices staffed with one person.
- B. At all worksites, if a clerical ESP is out for an extended absence, a reasonable effort will be made to provide a substitute clerk, subject to District needs and the availability of funds.
- C. It is not the intent of the District to use substitutes in place of filling a vacancy, or use an ESP as a substitute for a certificated employee.

6-16 Job Description

- A. A description of duties for the specific classification shall be given to each new ESP when hired or when an ESP changes classification and will be available in Human Resources to current ESPs. The District shall notify the ESP with a written or electronic copy of any changes made to the minimum requirements, essential functions or marginal functions of the job descriptions at least ten days prior to implementation.
- B. If necessary, training will be provided by the District within 90 days to an ESP whose job description has been modified as described in 6-15-A.

- C. ESPs shall not be used as substitutes in certified positions and shall perform only those duties associated with their authorized assignment.
- D. The duties and/or changes to duties to be performed by teacher assistants shall be approved by the teacher before the assignment is made. Any duties assigned shall comply with the federal program guidelines for teacher assistants in federally funded programs.
- E. ESPs who are required to perform medical procedures, as outlined in their job descriptions, student individualized education plans (IEPs) and/or student 504 accommodation plans, shall receive proper training before performing such procedures without supervision. To ensure student safety, the District shall designate appropriate personnel to conduct said trainings, which shall include instruction/demonstration, observation of the ESP and documentation of completion. Every effort shall be made to provide the appropriate facilities, equipment and supplies necessary for said procedures to ensure student and ESP safety.

6-17 Health Office Coverage

All schools will be staffed with either a nurse or health assistant for those hours school is in session. If school health offices are not staffed by personnel hired specifically for that position, then clerical personnel shall not be required to dispense medication or administer first aid without first being provided specific training.

ARTICLE SEVEN

GRIEVANCE PROCEDURE

- 7-1**
- A. The District and the Association acknowledge that it is usually most desirable for an ESP and their immediate supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the ESP, a grievance may be filed to address an allegation of a violation of this agreement.
 - B. The purpose of this grievance procedure is to secure equitable solutions to a claim of the grievant in an equitable manner and at the lowest possible level.
- 7-2 Immediate Supervisor**
- 1. In any school, the immediate supervisor is deemed to be the building principal, principal designee or acting principal in their absence, or the Food Service Manager/Designee.
 - 2. If an ESP works at more than one school, the immediate supervisor shall be deemed to be the supervisor with whom the grievance has been filed.
 - 3. If an ESP is not assigned to an individual school, the immediate supervisor is deemed to be the administrator by whom the ESP is evaluated.
- 7-3 Level One**
- A. An ESP with a Level I grievance shall first present it orally and informally, with or without a representative, to the grievant's immediate supervisor within fifteen (15) days from the occurrence of the alleged violation, or fifteen (15) days from the time the alleged violation is known to the grievant or the Association.
 - B. When presenting a Level I grievance, the grievant must specifically inform the immediate supervisor that the presentation is a Level I grievance. A Level I grievance shall include the following:
 - 1. Date of alleged violation;
 - 2. Section of Agreement allegedly violated;
 - 3. Relief requested.
- 7-4 Level Two**
- A. If resolution is not reached by means of the Level I grievance procedure, the grievant shall have five (5) days from the date of the Level I grievance meeting to file a written grievance. The grievant may

present a claim in writing to the immediate supervisor, either directly or through the Association.

- B.** A written grievance shall meet the following specifications:
1. It shall contain a synopsis of the facts giving rise to the alleged violation or misinterpretation, including appropriate dates.
 2. It shall contain the specific section of this Agreement which has been allegedly misinterpreted or allegedly inequitably applied.
 3. It shall state the relief requested.
 4. It shall be signed and dated by the grievant.
- C.** Within five (5) days after receiving the written claim of grievance, the immediate supervisor shall state the decision in writing and forward it to the Superintendent or designee, the grievant, and the Association.

7-5 Level Three

- A.** Within ten (10) days after receiving the written decision of the immediate supervisor or designee, (or within twenty (20) days from the date the Level I was filed if there was no written response to the Level II), the grievant may, either in person or through the representative, submit a written appeal from the immediate supervisor's decision to the Director of Employee Relations. Said appeal shall be accompanied by copies of the original claim of grievance and the immediate supervisor's written decision and shall state with particularity objections to that decision. The Director of Employee Relations shall investigate the claim, evaluate the evidence, and within ten (10) days after receiving the written appeal schedule a hearing, and within ten (10) days after the hearing, state in writing a decision. The Association shall receive copies of all grievance decisions made as a result of hearings without Association Representation. Such decisions will not be used by either party as precedent in future grievances.
- B.** A copy of the original grievance and the Level III decision shall be sent to the Association at the same time the Level III decision is provided to the grievant.
- C.** The Level III filing will be submitted with at least one date (within five (5) days of filing) when the Association representative and the grievant will be available.

7-6 Level Four - Arbitration

- A.** Only grievances arising out of an alleged misinterpretation or alleged violation of the express terms of this Agreement may be submitted to Level IV, and only on petition of the Association. All arbitration hearings will be held at times and locations mutually agreeable to both the District and the Association.
- B.** If the response of the Level III review does not result in resolution of the grievance, the Association on behalf of the grievant may invoke this Level IV procedure within ten (10) days of the receipt of the Level III decision.
- C.** The Director of Employee Relations and the Association shall submit the issue and schedule a hearing date with the selected arbitrator within ten (10) days of filing of the grievance at Level IV.

7-7 Selection of Arbitrators

The selection of arbitrators to hear TEA grievances shall be accomplished in the following manner:

TEA and TUSD shall agree on a list of arbitrators who are acceptable to both TEA and TUSD. The arbitrators shall be placed on a list in alphabetical order and assigned in that order as each grievance is filed. The intent is to rotate arbitrators. If an arbitrator's schedule prevents a mutually agreeable hearing date from being scheduled within forty-five (45) calendar days of filing for arbitration, then the next arbitrator on the list shall be assigned that grievance.

7-8 Arbitration

- A. The arbitrator shall be bound by the following:
 - 1. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement.
 - 2. The arbitrator shall expressly be confined to the precise issues jointly submitted by the parties. If the parties are unable to reach agreement on the submission of issues, the arbitrator shall formulate the issues to be determined.
- B. The findings and recommendations for relief of the arbitrator shall be advisory. A copy of the decision shall be submitted to both parties within thirty (30) days of the hearing.
- C. The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses shall be borne by the incurring party.

7-9 Time Limits

- A. Failure at any step in this procedure to communicate the decision to the grievant by management within the specified time limit shall permit the grievant to proceed to the next step.
- B. Failure at any step to appeal a grievance to the next higher step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time limits specified in the grievance procedure may be extended in any specific instance only by mutual written consent of both parties.

7-10 Reprisals

No reprisals shall be taken by the District or the Association against a grievant or witness(es) because of participation in the grievance procedure.

7-11 Group Grievance

If, in the judgment of the Association representative, the grievance affects a defined group of ESPs, the Association may pursue the grievance at Level III. Prior to filing the written Level III grievance, TEA shall first present the grievance orally to the Director of Employee Relations in accordance with the Level I provisions.

7-12 Hearings and Decisions

- A. At each of the levels of the grievance procedure the grievant, and their representative shall be given a reasonable opportunity to be heard. Hearings at each level will be held at times mutually agreeable to both the District and Association.
- B. All decisions at Level II and Level III shall be in writing and shall include supporting reasons. Copies of all decisions and recommendations shall be promptly furnished to all parties in interest.
- C. All decisions shall be implemented within ten (10) days unless stated otherwise in the decision.

7-13 Forms

Forms for filing grievances, withdrawing grievances, serving notices, taking appeals, making reports and recommendations and other necessary or related proceedings, shall be prepared by the District after consultation with the Association. Multiple copies shall be available upon request from TUSD Employee Relations or the Association.

7-14 Information

- A. Reasonable access shall be made available to records and files of all non-confidential information necessary to the determination and processing of any grievance.

- B. Only the following grievance information may be placed in an EPS's personnel file:
 1. Receiving additional monies/benefits;
 2. Placement on a salary schedule at a higher rate of pay;
 3. Placement in a position;
 4. Leave of absence and sabbatical approvals.

7-15 Participation in Grievance Process

- A. Grievant(s) and a reasonable number of witnesses who testify orally at scheduled hearings or arbitration hearings shall receive their regular rate of pay for any part of their workday spent in the following grievance related activities:
 1. Attending scheduled grievance hearings;
 2. Attending arbitration hearings.
- B. The ESP shall be released from their work duties only for the time necessary to testify and shall return to work immediately upon being released from the hearing. Arrangements for grievant(s) and witnesses must be made at least two (2) days prior to the scheduled hearing.

ARTICLE EIGHT

RECRUITMENT/SELECTION PROCESS

8-1 Vacancies

- A. It is recognized that all position vacancies within the bargaining unit may represent a promotional opportunity for some bargaining unit member. Therefore, in recognition of the fact that the District encourages internal promotions/transfers in pursuing its intent to hire the best qualified person, the following procedures shall apply in filling all vacancies within the bargaining unit:
 1. Positions held by ESPs on leave status lasting over twelve (12) months will be considered vacancies and will be posted. When it is known a leave will extend beyond twelve (12) months, the position may be posted after the end of the eleventh (11) month.
 2. All vacancies shall be filled within twenty (20) days from close of posting except as provided in 8-1(3) below.
 3. Vacancies occurring within ninety (90) days of the end of the school year may be filled by temporary/hourly employees for the balance of the school year.
 4. During job fairs only, sites shall have the ability to offer on the spot hiring.

8-2 Job Vacancy Notices

- A. Vacancies shall be posted on the TUSD website and in the Human Resources Department. All vacancy notices shall be posted for at least five (5) days prior to closing.
- B. All vacancy notices may be posted at job sites.
- C. Each vacancy notice shall include position, grade, hours, work location and closing date unless it is "opened until filled."

8-3 Promotion/Transfers/Voluntary Demotion

- A. An employee wishing to apply for a promotion, transfer, or voluntary demotion, shall follow the application process as provided in 8-4 and shall be interviewed for the position if eligible. No employee voluntary transfer request shall be denied arbitrarily or capriciously.
- B. To be eligible to compete for a promotion, transfer, or voluntary demotion, an ESP must have passed the initial and/or promotion probation period of their current position. ESP cannot be on an active plan of improvement or have pending discipline.

- C. If an ESP is promoted to a higher grade, the new wage rate for the promoted ESP will be commensurate with the market average, the responsibilities of the position, job description and experience. The promotion shall reflect a minimum salary increase of 5%.
- D. When an ESP voluntarily demotes (through the application process), the ESP will be placed in the new grade and classification at the step at which the ESP is currently paid in the classification being exited. This action will not be utilized as an alternative to disciplinary action.

8-4 Application

- A. Any ESP meeting the minimum qualifications may apply for a vacancy by submitting an electronic application online on or before the advertised closing date.
- B. The five most senior ESPs who apply and meet the posting criteria, shall be forwarded for consideration to the hiring authority along with any other candidates who meet the same requirements. Not less than three of the five most senior ESPs shall be interviewed.
- C. An ESP wishing to transfer to a vacant position elsewhere in the district in their same classification shall apply online by completely submitting an electronic application on or before the closing date of the position. Applications that meet the minimum requirements will be forwarded to the hiring authority for consideration.
- D. Teacher Assistants shall not be assigned to a teacher without the teacher's participation in the selection process, unless the teacher is not available at the time of assignment, or when only one applicant is available for the position.
- E. ESPs shall be allowed to flex their time to interview for another ESP position within TUSD.
- F. ESPs will be paid their hourly wage if they serve on an interview team at the request of TUSD and/or within their TEA White Collar/Food Service capacity. No ESP shall exceed their guaranteed board approved hours for this service, and ESPs must have prior permission from their Supervisor.

8-5 Interview Process

- A. The candidates selected for referral shall be interviewed by a committee composed of a gender and ethnically diversified committee of at least three (3) persons including:
 1. One (1) employee selected from an Association generated list;
 2. The immediate supervisor (Chairperson);
 3. A non-administrator/staff member (for a school site vacancy), or an additional non-supervisory employee from the non-school site/department in which the vacancy occurs.

All interview questions or applicable skills tests, if necessary, shall be job-related and approved in advance by Human Resources in consultation with the Department Head.

The Chairman of the interview committee shall forward the name of the applicant being recommended for hire to the hiring authority or designee. No selection process shall be considered completed until Human Resources has reviewed the process and validated the selection.

It is understood, however, that the Board shall have final review and approval for all employment appointments.

Applicants who are interviewed, but not selected, will be notified within fifteen (15) days after the individual selected for the position has accepted, or when the vacancy has been canceled by the District.

- B. The interview questions and final overall scores shall be made available for review to the grievant or representative in preparation for Level II grievance proceedings. The ESP will be charged a reasonable rate for copies of documents provided.

8-6 Site Priorities

When additional hours in a white collar position are available at a site, then white collar employees currently employed less than eight (8) hours per day at the site shall have priority for those hours as added duty (does not increase regularly assigned hours) if the ESPs are qualified for the position and not currently working during the time the involved teacher(s) and/or administrator(s) determine(s) that additional hours are available. No ESP shall be scheduled to regularly work more than forty (40) hours per week.

ARTICLE NINE**RECLASSIFICATION****9-1 Procedure**

- A. An ESP who feels that their position has undergone a significant change in the kinds of duties, level of responsibility, and/or requirements shall submit a request for review of their position by filling out a Position Analysis Form available from the Human Resources Department. Once the Position Analysis Form is submitted to the supervisor, supervisor has ten (10) days to complete their portion and return it to the ESP. If the supervisor does not return the form within the stated timeline, the ESP shall forward the form to the Human Resources Department and the process will continue.
- B. If the Human Resources Department performs an independent position audit, the ESP may also appeal the allocation as defined in 9-2 below.
- C. An ESPs position will not be reviewed more than once every two (2) years.
- D. The definition of classifications or the assignment of a classification to a pay grade on the wage schedule are matters left to the sole discretion of the District.
- E. Within thirty (30) days of receipt of the analysis form, Human Resources shall inform the ESP of receipt. A meeting will be scheduled within thirty (30) days of notification to review their classification. The review may include but not be limited to:
 1. Position Description Questionnaire;
 2. Interviews;
 3. Work Observation.
- F. Thirty days following an individual ESPs classification review by the Human Resources Department, the ESP shall be notified in writing of the decision. If Human Resources needs to extend the timeline, the ESP shall be notified in writing of the need for such an extension. Said timelines do not apply to reclassifications submitted to an outside consultant.

9-2 Appeal

If the ESP disagrees with Human Resources' decision, ESP shall within twenty (20) days appeal the decision by corresponding with the Chief Human Resources Officer, specifically stating the reasons for an appeal. The Chief Human Resources Officer shall refer the appeal to the Classification Appeal Board composed of two (2) members appointed by the District and one (1) member appointed by the Association. However, no District appointee who has conducted the evaluation in the reclassification will serve as a voting member on the appeals committee. The Appeal Board shall review the appeal and within thirty (30) days of its receipt submit a recommendation to the Chief Human Resources Officer. The Chief Human Resources Officer shall, within ten (10) days of the Appeal Board's recommendation, correspond with the appealing ESP informing the ESP of the final decision.

The final decision by the Chief Human Resources Officer is not subject to appeal.

9-3 Wage Protection

- A. If an ESP is reclassified to a higher grade, the new wage rate for the reclassified ESP will be commensurate with the market average, the responsibilities of the position, job description and experience but not less than five percent (5%).

- B. An ESP shall not suffer a reduction in wages when the ESPs classification is changed to a lower grade. The ESP shall be placed at the step which is equivalent to the current rate of pay in the old classification, or frozen at their current rate of pay in the same classification (off-schedule) for a period not to exceed 12 months.

ARTICLE TEN

EVALUATION

10-1 Purpose

The evaluation is used to critique ESPs for the purpose of improving services in the District. This evaluation may be done on an annual basis or more frequently if necessary. The evaluation may provide one of the bases for administrative decisions regarding employment, promotion, demotion, or termination.

10-2 Evaluation Process

- A. The administrator and/or immediate supervisor shall give a copy of the form to all ESPs, upon request.
- B. Evaluation forms shall be completed by the administrator and/or immediate supervisor, discussed with the ESP in a conference, and signed by both. At least one evaluation per year shall be completed prior to May 13 for less than 12-month ESPs and prior to June 10 for 12 month ESPs. The original shall be retained in the ESPs file, a copy kept by the immediate supervisor, and a copy given to the ESP within five (5) days of the evaluation conference.
- C. **Teacher Assistant Evaluation**
A teacher shall have input into their assigned teacher assistant's evaluation at least one (1) time per year. The site administrator is responsible for the evaluation.
- D. Evaluation conferences shall be held in private away from the presence of pupils, parents, other ESPs, or the public. However, other individuals who are responsible for coordination of an ESPs activities may participate in that ESPs evaluation conferences.

10-3 ESP's Signature

The ESPs signature indicates only that the ESP has seen the written statement and does not necessarily indicate agreement with the contents of the statement(s). No ESP shall be required to sign a blank or incomplete form.

10-4 Rebuttal

An ESP may file objections in writing within ten (10) days of receipt of a copy of the completed form. If objections are filed, they shall be attached to all copies retained by the District.

10-5 Recommendations for Improvement

- A. Recommendations for improvement shall be provided to ESPs upon recognition of any deficiencies. Recommendations for improvement shall be offered in writing to guide the ESP toward the solution of such deficiencies.
- B. In the event an evaluation results in specific written recommendations for improvement, the ESP and supervisor shall meet within fifteen (15) days to determine a plan of action for meeting the recommendations of improvement. Follow-up evaluations will address progress or lack of progress in areas in need of improvement.
- C. Recommendations for improvement shall not be based on any modifications to an ESPs job description if the District failed to notify the ESP of the modification as described in 6-16-A or to provide training as required in 6-16-B within 90 days of the modification.

10-6 Additional Evaluations

In addition to District-initiated evaluations, ESPs shall be provided up to two (2) additional evaluations in a year upon request of the ESP.

10-7 Surveillance

The use of eavesdropping or surveillance methods will not be used for conducting evaluations of ESPs. On school buses, video devices may be used to ensure student safety. The District shall notify the Association regarding the installation/use of any such equipment to be used for student safety. At no time shall the District use the security cameras in a location where ESPs or students have a reasonable expectation for privacy.

10-8 Dismissal or Demotion

Dismissal or demotion of ESPs for performance deficiencies shall not be without just cause.

10-9 Pre-Termination Hearing

Prior to termination for performance deficiencies, a hearing will be held. An ESP will be notified in writing that they are immediately suspended with pay and that a pre-termination hearing is scheduled. Following the hearing, the decision of the supervisor will be communicated to the ESP and Human Resources. If termination is initiated, this decision will be communicated to the ESP by certified mail and a Personnel Action Form will be submitted to Human Resources. The ESP will be paid through the date of termination (which shall be no earlier than the day following the hearing) as specified in the letter. Dismissal can be appealed by filing a grievance directly at Level III.

ARTICLE ELEVEN**INVOLUNTARY ADJUSTMENT OF WORK**

11-1 If the economic or efficient operation of the District makes it necessary to reduce the work force in any classification, attrition will be utilized as the first means of reducing the staff. If additional reduction is necessary, initial probationary, temporary and substitute ESPs in the affected classification at the site shall be laid off. If additional reduction is necessary after attrition and the layoff of temporary and/or substitute ESPs, then ESPs may be reduced in hours or months of employment, transferred, or laid off in accord with this Agreement. No involuntary adjustment of work shall be arbitrary, capricious, or without basis in fact. An involuntary adjustment of work shall not be used as a substitute for evaluation or disciplinary action.

A. Exceptions - Involuntary Transfer

1. When established exceptional education classes and their teachers are relocated to a new site, the exceptional education teacher assistant can relocate along with the class, provided the position continues to be budgeted.
2. In exceptional education situations where an exceptional education teacher assistant has been assigned on a one-to-one basis with a student and that student is relocated to a different site, the teacher assistant may relocate with the student, provided the position continues to be budgeted.

B. If an involuntary transfer within the same classification is not available, the ESP will be given the option of transferring to a vacant position in a comparable classification in which the ESP meets minimum qualifications or moving to a vacant position in a classification previously held within the bargaining unit by exercising their District seniority.

C. An ESP transferred in this process is not guaranteed the same number of months, days, or hours in the new assignment. Under no circumstance will an ESP be offered a position of less than four hours per day.

D. Under no circumstance shall an ESP be transferred into a classification that will result in a promotion, unless the previous classification has been upgraded through the reclassification process.

E. If after following all steps outlined above, there is no vacancy for an ESP the ESP shall be laid off pursuant to Article 12 below.

11-2 Involuntary Work Adjustment

If it becomes necessary for the district to involuntarily adjust an ESPs work assignment, the ESP within that classification, at that site, with the least classification seniority shall be the ESP affected.

1. Every effort will be made to maintain the ESPs scheduled hours (months & hours).
2. Under no circumstances will an ESP be offered a position of less than four (4) hours per day.
3. ESP shall be notified not less than twenty (20) days prior to a reduction.

ARTICLE TWELVE**LAY OFF****12-1 Procedures**

- A. If it becomes necessary to reduce the workforce of any classification in the bargaining unit, temporary and initial probationary employees occupying the affected classifications at the site shall be laid off first. Order of layoff shall be in the inverse order of classification seniority at the site.
- B. The district shall notify the association and affected ESP(s) of a layoff as far in advance as possible, but at least four weeks in advance.
- C. Laid off ESPs shall be recalled to their classification in the inverse order of layoff before a position within the affected classification is filled by promotion or initial hiring.

12-2 Recall

- A. All temporary/substitute assignments shall be offered to be laid off ESPs on recall, in order of seniority, before any other person is offered a temporary/substitute assignment within the affected classification. Work as a substitute or temporary will not affect recall rights to a white collar/food service position.
- B. The District shall maintain, as public record, a list of all ESPs who have retained recall rights. The list shall include the ESP's name, classification title, and date of hire into the District.
- C. An ESP who is recalled from layoff shall be notified by phone or by mail at the phone number or address on file in the Human Resources department. The ESP is responsible for maintaining a current contact information in the human resources department. If the ESP does not contact the district's Human Resources Department within five (5) days from date of the letter, the offer will be rescinded. If the recall letter is returned as unclaimed, the district's obligation ceases. If the ESP accepts the offer of recall, they shall be available to work within ten (10) days of acceptance.
- D. Individuals shall retain recall rights equaling the affected ESPs length of service up to a maximum of twelve (12) months from the day of layoff unless the ESP expressly withdraws in writing from the recall list. Individuals will have a date of hire and bargaining unit seniority as if they were not laid off. If, however, the individuals on layoff are not recalled within the eligibility time, their employment with TUSD shall be terminated and the District will not be obligated to provide seniority as defined above if hired into a different classification at a later date.
- E. An ESP in a classification affected by a layoff shall retain recall rights in that classification. Laid off individuals shall be recalled in order of district seniority. If through a classification study a position, title, and/or responsibilities change significantly, the ESP shall be recalled to a position representative of the new classification category if minimum qualifications are met.

12-3 Order of Recall

- A. Before any vacant full-time, twelve (12) month position is filled pursuant to Article 8 (Recruitment/Selection), the position shall be offered to be laid off full-time, twelve (12) month ESPs who meet the minimum qualifications. Laid off individuals shall be recalled in order of District seniority. Recall of any full-time, twelve (12) month ESP to a position of less than full-

- B. time, twelve (12) months shall not eliminate the right of recall to a full-time, twelve (12) month position during the twelve (12) month period following recall.
- C. **Promotion**
Under no circumstances will recall to a position result in a promotion.

12-4 Insurance Coverage and Continuation

When recalled ESPs return to work, all benefits including the appropriate step at the time of the layoff, shall be reinstated, and shall become effective the first day of the month after recall. While on layoff status, an ESP shall be allowed to participate in the COBRA insurance programs at their own expense.

12-5 Lay Off Protection

- A. All regular part-time and full-time ESPs hired on or before August 16, 2000, shall not be laid off.
- B. An ESP on layoff status is entitled to compete for any posted vacancy, provided they meet the qualifications. An ESP accepting a lower grade position shall retain recall rights in the position affected by the reduction. An ESP recommended for a position that would result in a promotion must notify the Human Resources Department within ten (10) days following the assignment to the new position if they wish to retain recall rights to the classification from which they were laid off. Failure to notify the Human Resources Department will result in the loss of recall rights to the previous classification.

12-6 Contracting Out

Before the District issues a contract for work currently being performed by bargaining unit employees or new work which is the same or similar to current bargaining unit work, its representatives will meet with representatives of the Association to discuss the reasons for the contracting decision and give the Association representatives the opportunity to present their suggestions for alternative ways of performing the work.

Any ESP who is covered by lay off protection and whose job is eliminated by contracting out shall not be laid off as a result of such job elimination.

ARTICLE THIRTEEN

NON-DISCIPLINARY ACTION, DISCIPLINE AND DISMISSAL FOR MISCONDUCT

13-1 Rules

- A. Violations of the rules, regulations or policies of the Governing Board or of state and federal laws may result in disciplinary action which shall be in accordance with these rules.
- B. The Governing Board or designee(s) reserves the right not to discipline an ESP for a violation of the rules, regulations or policies of the Governing Board.
- C. An ESP may be disciplined for just cause including, but not limited to the following reasons:
 1. Conduct which is a violation of any of the applicable rules, regulations, and policies of the Governing Board.
 2. Conduct which fails to comply with any applicable duties as set forth in the Arizona Revised Statutes.
 3. Insubordination.
 4. Unprofessional conduct including but not limited to:
 - a. Physical and/or verbal abuse of a pupil.
 - b. Being under the influence of or using alcohol or illegal drugs while on duty.
 - c. Conduct while on duty which would constitute a criminal offense.
 - d. Conviction of a felony.
 - e. Unauthorized absences which result in responsibilities not being performed.
 - f. Misuse or unauthorized use of District property.

- D.** When appropriate, discipline shall be issued as soon as practical following a letter of inquiry. It is, however, reasonable for a supervisor to await a final determination from an outside agency (such as law enforcement, a court, or other state or federal agency) before determining if discipline is appropriate. A notice of intent to impose discipline should be issued within five (5) days after receipt of the ESPs response to a letter of inquiry. However, if additional time is required by either party for appropriate due process to occur, requests may be made to extend deadlines, and no such request shall be denied arbitrarily.

13-2 Non-Disciplinary Action

Supervisors will utilize non-disciplinary action as a means to counsel and instruct ESP on minor infractions, behavior deficiencies or offenses to establish or clarify expectations and make necessary improvements in their behavior. It will not be used for conduct towards students that is deemed highly inappropriate by a reasonable person's standard, is unprofessional or immoral as defined in the Arizona Administrative Code and/or which may be construed as criminal.

A. Informal conference

A Supervisor will meet with ESP informally via phone, in-person or via email to discuss minor behavior infractions that do not warrant discipline.

B. Letters of Direction

1. Will serve as a warning to an ESP that there may be a need to take further disciplinary action should the conduct continue or repeat.
2. When an ESP transfers or relocates, said letter may be transmitted to the files of the new supervisor only after the transfer or relocation has been completed.
3. After six months from the date of the letter of direction, at the written request of the ESP, the letter of direction shall be removed from the files of the supervisor provided that both of the following conditions are met:
 - a. The action leading to the letter of direction, or any related action, has not been repeated in the six-month period following the letter of direction;
 - b. No other letter of direction has been placed in the ESPs file(s) in the six-month period following the letter of direction.

13-3 Progressive Discipline

- A.** The District shall use progressive discipline as a means to identify and correct problems. Progressively more severe penalties may be imposed when related offenses are repeated. This does not require that each penalty be more severe than the immediate preceding one regardless of the offense involved. Progressive discipline encourages supervisors to informally counsel and instruct ESPs about necessary improvements in their behavior prior to taking disciplinary action (Non-Disciplinary Action).
- B.** The normal sequence of disciplinary action shall be as follows:
1. Written Reprimand I;
 2. Written Reprimand II;
 3. Suspension without pay for up to ten (10) days;
 4. Termination;
 5. It is recognized that some offenses may be sufficiently serious as to warrant the omission of one or more of the normal steps of discipline progression.
- C.** The District may forego non-disciplinary action and take immediate action if:
1. ESP is charged by criminal complaint, information or indictment of any criminal offense which would be deemed cause for dismissal.
 2. The ESPs offense is of such serious nature that failure to take immediate action would seriously disrupt the functioning of the workplace. Such offenses include, but are not

limited to, unprofessional or immoral conduct as defined in the Arizona Administrative Code.

- D. Whenever disciplinary action is taken against an ESP, the ESP may appeal by filing a grievance at Level III to the Employee Relations Department within ten (10) days for reprimand and 30 calendar days for suspension.
- E. Any discipline of an employee by a supervisor, shall be conducted in private. No ESP shall be reprimanded and/or disciplined in the presence of pupils, parents, other employees, or the public.

13-4 Letters of Reprimand

Upon determination by a supervisor that there exists cause to impose discipline, the supervisor will notify the ESP of the intent to impose discipline and schedule a meeting for issuance of the Written Reprimand. The reprimand will describe the specific inappropriate behavior involved, expectations for future behavior, and the requirements for remediation and/or improvement, and that failure to correct will result in more severe discipline. A copy will be placed in the ESPs official personnel file, one copy will be given to the ESP and one copy will be retained by the supervisor.

13-5 Suspensions

If infraction(s) persist(s) or if the conduct is sufficiently severe warranting further discipline, the ESP will be notified, and a meeting scheduled to give the ESP written notification that they have failed to improve and that suspension is being issued without pay. The notification will describe the specific inappropriate behavior involved, expectations for future behavior, and the requirements for remediation and/or improvement, and state that failure to correct such behavior may result in termination. A copy will be given to the ESP and a copy will be placed in the ESPs official personnel file.

13-6 Pre-Termination Hearing

Prior to termination for misconduct, a pre-termination hearing will be held. The ESP will be notified in writing that the ESP is immediately suspended with pay and that a hearing will be scheduled. Following the hearing, the decision of the supervisor will be communicated to the ESP and the Human Resources Department. If termination is initiated, this decision will be communicated to the ESP by U.S. mail. The employee will be paid through the date of termination (which shall be no earlier than the day following the hearing) as specified in the letter.

13-7 Termination

If the decision is to terminate the ESP, the decision will be communicated by U.S. mail. The ESP will be paid through the termination date which shall be no earlier than the day following the Pre-Termination Hearing. Termination can be appealed by filing a grievance directly at Level III to the Employee Relations Department within ten (10) days of the date of the mailing, plus two days. The ESP will be notified of the appeal process.

It is expected that management will follow the disciplinary steps based on the severity of the incident. Disciplinary steps may or may not be given in sequence and variations from these practices may occur including immediate termination, when in the District's sole discretion, the circumstances warrant, when an ESP receives a disciplinary action they do not agree with, the grievance process may be utilized to achieve a fair and impartial outcome.

13-8 Eligibility for Rehire

Refer to Governing Board Policy GBQ Eligibility for Rehire and GBQ-E Exhibit which provides examples of reasons for leaving and corresponding eligibility for rehire. Policy Exhibit GBQ-E is in Appendix III of this Agreement. See Tucson Unified Governing Board policies for most up to date version of policy and exhibit.

13-9 Written Reprimand Retention

At the request of the ESP, a letter of reprimand shall be removed from their personnel file provided:

- A. The action leading to the reprimand, or any related action, has not been repeated in an eighteen (18) month period following the reprimand;
- B. No other letter of reprimand has been placed in their personnel file in an eighteen (18) month period following the reprimand.
- C. Any discipline issued as a result of physical abuse against a student shall remain in the ESPs official personnel file and is not subject to removal for five (5) years from the date of the Level III decision or a Memorandum of Agreement signed by TEA and TUSD has been received by the Office of Employee Relations. Removal is permitted after five (5) years at the request of the ESP and provided no additional reprimands have been issued during this period.
- D. After five (5) years, and at the request of the ESP, the Employee Relations Director may agree to conduct a hearing to determine if a suspension can be removed from the requesting ESPs file in instances where accumulation of minor infractions resulted in suspension, and assuming no similar action has been documented.

13-10 Participation

ESP's participating in the discipline and dismissal proceedings shall receive their regular rate of pay for the actual time spent during their regularly scheduled workday to attend scheduled discipline conferences.

ARTICLE FOURTEEN

HOURS OF WORK

14-1 Lunch Period

Each employee working at least five (5) hours a day on a regular basis shall be entitled to a duty-free lunch period. Lunch periods are normally an unpaid interval of at least 30 minutes but shall not exceed one hour. If an employee's lunch period is interrupted because of an emergency, the time lost will be adjusted during the week at a time mutually agreeable between the employee and supervisor.

14-2 Breaks

- A. All ESPs shall be allowed a break if their regular daily schedule calls for four (4) or more continuous hours of work within the following schedule:

Daily Hours Worked	Breaks
From 4 to less than 6-1/2 hours	one 15-minute break
From 6-1/2 to 8 hours	two 15-minute breaks

The time of each fifteen (15) minute break shall be established and administered by the immediate supervisor.

- B. Breaks may be interrupted if deemed necessary by an appropriate authority in order to protect the health and safety of students, ESPs and/or the public and to protect District facilities. Breaks shall not be unreasonably interrupted.
- C. Breaks may not be accumulated or saved to be used at a later time.

14-3 Show-up Pay

When an ESP reports to work on an ESPs authorized workday and is sent home for that day through no fault of their own, they shall be paid for their authorized hours at the ESPs regular rate of pay. Unless the Administrator has complied with 14-7 B.

14-4 Call Back Pay

ESPs who have finished their daily assignment(s) and left their place(s) of employment and are later called back by their immediate supervisor shall be compensated for two (2) hours or actual time worked, whichever is greater, to be paid at the ESPs regular wage.

14-5 Overtime/Compensatory Time

- A. Overtime/compensatory time shall be compensated according to The Federal Fair Labor Standards Act (FLSA).
- B. Any period worked beyond forty (40) hours of the ESPs scheduled work week must be authorized in writing by the immediate supervisor, following administrative procedures, prior to that work period.
- C. ESPs changing worksites or separating from the District, shall be paid all approved compensatory time.

14-6 Overtime Assignments

When overtime assignments cannot be filled on a voluntary basis, the District will assign overtime on a rotating basis, starting with the least senior qualified ESP(s) at the worksite.

14-7 Grading Days

- A. **Food Service:** Three (3) days during the year are planned in the school calendar for teachers to use for grading days. Students are not in classes and therefore Food Service workers will be on a non-paid status for these days. In-service or training may be held on these days, but employees will be informed two (2) weeks prior to the date if they will be working. Employees will be paid for the actual hours involved in in-service or training.
- B. **Modified Schedule:** If a school decides to work a modified schedule, they must provide ESP one (1) week advance notice to allow ESPs who are scheduled to work sufficient time to flex their hours. Such modifications shall be mutually agreed upon between ESP and their administrator in order to cover the change in hours.

14-8 In-service Day or Registration Day - Food Service

During the school year, in-service or registration days are scheduled that will interrupt the lunch period for students; therefore, Food Service workers may not be needed at their assigned sites. Employees will be given an opportunity to sign up for substitute work if work is available. Employees will be placed in vacancies that are close to their assigned hours and within a reasonable distance of their assigned site. Employees will be paid for actual hours worked.

Employees may choose to use a personal leave day if the Department is notified 24 hours prior to the non-workday.

Employees not using one of the above options will be placed on a non-paid status.

14-9 Bilingual Teacher Assistants

The District shall make reasonable efforts to provide bilingual teacher assistants a minimum of twenty (20) regularly assigned hours per week. These reasonable efforts shall take into consideration scheduling, availability of teacher assistants, and teacher input.

14-10 Planning Days

Teacher Assistants and Exceptional Education Teacher Assistants shall receive three (3) extra workdays in addition to the contract days. The extra days shall be assigned as follows:

Non-Exceptional Education Teacher Assistants

1. The first day shall be allocated for the assigned teacher and shall occur during the three teacher preparation days before the first day of school with students.

2. One of these days shall be reserved for the discretion of the site Administrator for the purpose of mandatory training to be assigned at the end of the first or end of the third quarters.

Exceptional Education Teacher Assistants

1. The first day of the three teacher prep days prior to the start of school shall be designated for mandatory training at the discretion of the Director of Exceptional Education.
2. The second extra day shall occur on the second or third day of teacher prep, immediately prior to the start of school and shall be an in classroom or work assignment.
3. The final extra workday shall be utilized at the employee's discretion for a grading day at the end of the first, second or third quarter.

14-11 On days immediately prior to scheduled holidays or vacations, ESPs may leave after the dismissal of students at their assigned work site provided their professional responsibilities are completed. ESPs must utilize flex hours that were accumulated during the week of the holiday break in coordination with their immediate supervisor in advance of the holiday break in order to utilize this provision.

14-12 As the need arises, provided there is sufficient funding at the site budget, and per agreement of the ESP, administration may request ESPs report to their site prior to the first scheduled day of work according to the District's Work Calendar. These employees will be compensated at their hourly wage.

ARTICLE FIFTEEN

WAGES

- 15-1** **A.** For the duration of the agreement, the ESP salary shall be as listed in Appendix II.
- B.** Upon completion of each year of district service, ESPs will advance one step on the salary schedule with Governing Board approval of this agreement.

15-2 **Longevity Stipend**

Beginning School Year 2015-16 ESPs will no longer receive the longevity stipend. Employees who were receiving longevity stipends as of July 1, 2015, will be credited with steps to embed their longevity into their base salary.

15-3 **Shift Differential**

A. White Collar

All White Collar employees regularly scheduled to start work at/after the hour of 1:00 p.m. or at/before the hour of 5:00 a.m. shall have thirty (30) cents per hour added to their hourly rate as shift differential.

B. Food Service

A wage differential of thirty (30) cents per hour shall be paid to regularly scheduled Food Service employees at a site for hours worked after the hours of 6:00 p.m. and prior to the hour of 6:00 a.m.

15-4 **Working Out of Class**

- A.** An ESP authorized by their supervisor to perform work in a higher paying classification or grade than the grade of the position in which they perform their regular duties, shall receive additional compensation of two dollars and seventy-five cents (\$2.75) per hour. The ESP shall be compensated for the actual hours worked in the higher classification.

This provision does not apply when the ESP is assigned to perform duties as part of the Industrial Injury Light Duty Program.

15-5 Pay Plan Procedure

ESPs have the option of selecting one (1) of three (3) pay plans:

- A. Twenty (20) checks distributed bi-weekly throughout the school year calendar.
- B. Twenty (20) checks distributed bi-weekly throughout the school year calendar with the last of the twenty checks to include an additional lump sum check for “summer pay.” This option is only available if current district software permits and to the ESPs employed as of the first contract date of the school year. ESPs must submit a request to payroll by July 15 for this option.
- C. Twenty-six (26) checks to be paid out pursuant to the current payroll calendar. During the summer break, checks are mailed to the ESP’s summer address on file in Human Resources. This option is only available to ESPs employed as of the first contract date of the school year. ESPs must submit a request to payroll by July 15 for this option.

15-6 Extra Duty

Extra duty shall be compensated according to The Federal Fair Labor Standards Act (FLSA).

ARTICLE SIXTEEN

PROFESSIONAL DEVELOPMENT

16-1 The Professional Development fund is suspended.

TUSD shall allocate the remaining balance from the 2015-2016 Professional Development Fund to continue to be available for reimbursement or compensation for ESPs for the 2016-2017 contract year only.

16-2 ESPs will be reimbursed or compensated under the guidelines established by the Joint TUSD/TEA Professional Development Committee.

16-3 The reimbursement amount will not exceed \$500 per current school year (which includes course work from July 1st through June 30th).

16-4 TUSD and TEA shall jointly publish all criteria and procedures established by the joint TUSD/TEA Professional Development Committee.

16-5 TEA and TUSD shall collaboratively develop a program of professional development designed to provide ESPs with the skill and knowledge that would enhance their opportunities for career advancement in TUSD. This program shall be available to ESPs for the 2019-20 School Year, or sooner.

ARTICLE SEVENTEEN

FRINGE BENEFITS

17-1 Medical Insurance

A. For the duration of this agreement, the employee will pay up to 15% of the cost of the PPO medical premium for District sponsored single coverage medical insurance for each employee.

B. The District shall make available to each eligible ESP the following optional insurance programs from which an ESP may choose at their own expense.

- 1. Dental Insurance;
- 2. Supplemental Life Insurance;
- 3. Vision;

- 4. Coverage for spouse and/or dependent children in items 1 and 3 above;
 - 5. Short-Term Disability Insurance
- C. District contribution to the District-sponsored single coverage medical insurance is pro-rated for new ESPs based upon the portion of the contract year the ESP works.
- D. One ESP selected by the Association shall sit on the insurance committee.

17-2 Health Insurance Benefit Retention

ESPs on unpaid leave may retain their insurance benefits by enrolling in and paying the premiums personally.

17-3 Life Insurance

All benefit-eligible ESPs shall be provided at District expense with a term life insurance policy equal to the ESPs base salary as of July 1, but not less than \$10,000. ESPs shall have the option of purchasing additional term life insurance at their own expense.

17-4 Mileage Allowance

ESPs who have prior authorization and are required to utilize their own vehicle in the performance of District duties or to transport themselves or District equipment to worksites other than their initially scheduled, regularly assigned worksites shall be reimbursed at the rate established by the Arizona Uniform System of Financial Records (USFR), for miles driven from the permanently assigned worksite(s) to all other sites, including the distance between temporary worksites. ESPs shall submit a completed mileage reimbursement form monthly.

17-5 Meals - Food Service

All Food Service employees are provided with food for a meal and breaks according to the established Food Service Department Policy.

17-6 Payroll Deduction

Payroll deduction shall be made available upon request to any ESP for any of the following:

- A. District approved benefits
- B. Direct deposit to District-approved Banking Institutions

17-7 Open Enrollment

Any open enrollment period shall occur between the dates of August and May, and shall be three (3) weeks in duration. An ESP may discontinue or modify participation in any portion of the insurance program at any time, subject to a qualifying status change, as defined by federal law.

17-8 Newly Eligible ESPs

A newly eligible ESP shall be provided at least thirty (30) calendar days to enroll in an insurance program in accord with Article 17-1. If ESP declines to participate in any District insurance programs, they shall so indicate the refusal on the enrollment form.

ARTICLE EIGHTEEN

HOLIDAYS

18-1 ESPs shall be granted the following paid holidays provided they were on-pay status during any portion of their regular workday of their regular assignment immediately preceding and succeeding the holiday. If an employee utilizes leave prior to, or after a holiday, and is out of leave balances, they will not be considered on-pay status and thus will not be eligible to receive holiday pay.

A. Nine (9), Nine and a half (9-1/2), Ten (10), and Ten and a half (10-1/2) Month Employees:

Labor Day	1
Veterans' Day	1
Thanksgiving	2
Winter Break	10
Martin Luther King Day	1
Rodeo	2
Spring	3
Memorial Day	1 (for ESPs on pay status)

B. Twelve (12) Month Employees

Independence Day	1
Labor Day	1
Veterans' Day	1
Thanksgiving	2
Winter Break	10
Martin Luther King Day	1
Rodeo	2
Spring	1
Memorial Day	1
Juneteenth	1

C. Early Childhood Care Specialists

Independence Day	1
Labor Day	1
Veterans' Day	1
Thanksgiving	2
Winter Break	10
Martin Luther King Day	1
Rodeo	2
Spring	1
Memorial Day	1
Juneteenth	1

18-2 An employee required to work on a holiday shall be compensated at one and a half (1-1/2) times their normal rate of pay.

ARTICLE NINETEEN

LEAVE OF ABSENCE WITH PAY

19-1 SICK LEAVE – Accrual

A. All ESPs covered by this agreement shall be awarded sick leave benefits (without limit) based on the number of regularly assigned daily hours at the following rates.

	<u>Sick Leave</u>
12 Month	8 days a year
10 1/2 Month	5 days a year
10 Month	5 days a year
9 1/2 Month	5 days a year
9 Month	5 days a year

- B. Probationary ESPs may not use sick leave during their initial sixty (60) day probationary period. If the probation is extended, the ESPs will only be eligible to take sick leave during this probation extension.

19-2 SICK LEAVE - Usage

A. Illness

Sick leave may be used in accordance with the requirements of The Fair Wages and Healthy Families Act, A.R.S. 23-373. For the purposes of sick leave, the term immediate family shall include all provisions as defined in this Agreement, A.R.S. 23-371, and further, the definition will extend to include anyone in the metropolitan Tucson area for whom the employee has or shares a major financial responsibility and is an established resident within the employee’s household.

- B. ESPs are required to notify their immediate supervisor(s) or designee(s) of a necessary sick leave absence at least one-half (1/2) hour prior to the start of the ESPs workday.
- C. A written statement from the treating physician may be required by the District to substantiate an absence due to an ESPs illness or for illness within the ESPs immediate family if the absence is more than three (3) consecutive days duration, or those of less than three (3) days, when there is a reasonable doubt as to the proper use of sick leave.
- D. ESPs who leave their assignment before the workday is finished or start their workday late due to illness or medical appointments, will have their absence time charged to sick leave to the nearest quarter hour.
- E. **Bereavement Leave**
In the event of death in the family of an ESP, the ESP may use accumulated paid leave balances for a maximum of eight (8) days (which may include necessary travel time), excluding weekends. Additional days may be granted at the discretion of the Superintendent or the designee.
- F. **Special Bereavement Leave**
In the event of the death of a student, at least one ESP from the site may be permitted to attend the funeral without loss of leave time or compensation. In the event of the death of a staff member, at least one ESP from the site shall be permitted to attend the funeral without loss of leave time or compensation.

19-3 PERSONAL LEAVE - Accrual

- A. Personal Leave will be credited to all ESPs covered by this agreement in the first month of the school year as follows.

	<u>Personal Leave</u>
12 Month	8 days a year
10 ½ Month	7 days a year
10 Month	7 days a year
9 ½ Month	7 days a year
9 Month	7 days a year

- B. ESPs assigned to a regular position may accumulate personal leave, but not use it during their initial sixty (60) days of service. This restriction may be extended for an additional sixty (60) days of service at the District's option.
- C. All unused personal leave shall be made part of the ESPs accumulated sick leave at the end of each fiscal year.

19-4 PERSONAL LEAVE - Usage

- A. Personal leave days may not be taken the day immediately prior to or after a holiday or vacation, unless approved by the immediate supervisor. An ESP planning to use a personal day or days shall notify their immediate supervisor at least one (1) day in advance except in cases of emergency. The immediate supervisor may deny personal leave if an emergency occurs, and coverage of the ESPs responsibilities cannot be arranged.
- B. An ESP with the approval of their supervisor may take personal leave during the first week or last week of school, or in the first work week prior to the start of school.
- C. ESPs assigned to a regular position may accumulate personal leave, but not use it during their initial sixty (60) days of service. This restriction may be extended for an additional sixty (60) days of service at the District's option.
- D. ESPs may use personal leave before or after a holiday or vacation for absenteeism for days of religious observation when the need for religious leave is documented.
- E. Site Administrator may identify up to three days per year in which ESPs are expected to not utilize personal leave days. The dates shall be provided to staff by October 15 of the respective school year. Such dates shall occur during the State testing window for AzMERIT Testing and ACT testing.

19-5 VACATION LEAVE - Eligibility

In order to be eligible, an ESP must hold a regular twelve (12) month position in order to accrue vacation. Accrual is based on the regularly assigned daily hours in the ESPs workday.

19-6 VACATION LEAVE - Accrual

- A. All ESPs covered by this agreement shall accrue vacation leave benefits based on the number of regularly assigned daily hours. Beginning 2014-2015 vacation leave shall be accrued according to the frequency established in district procedure below:

TERM	DAYS
1-5 YEARS	10
6-15 YEARS	15
16+ YEARS	20

- B. Years of service shall be calculated from the ESPs date of hire with any adjustment necessary as a result of an unpaid leave of absence.
- C. ESPs will earn vacation during the first year; however, are not eligible to schedule accrued vacation until after completion of the first year of employment.
- D. ESPs will earn vacation at the rate of ten (10) days annually during the first, second, third, fourth, and fifth years of service.
- E. During the sixth through fifteenth years of service, ESPs will earn fifteen (15) days annually.
- F. Upon completion of fifteen (15) or more years of service, ESPs will earn twenty (20) days annually.
- G. Twelve (12) month ESPs may accumulate up to and no more than 160 hours (or prorated cap) of vacation at any given time. No more than 160 hours may be rolled over into the next fiscal year. Vacation must be scheduled no less than four (4) weeks in advance, except in cases of emergency, to ensure that an employee has the opportunity to use available vacation time.
- H. If a nine (9), nine and one-half (9-1/2), ten (10), or ten and a half (10-1/2) month ESP is transferred to

a twelve (12) month position, the ESP will accrue their vacation from the first day in the new assignment, at the vacation accrual rate equal to the years of service in the District as defined in Article 19-6 (A).

19-7 VACATION LEAVE - Usage

- A.
 1. The immediate supervisor shall grant or deny vacation request in writing within ten (10) days of receipt. Denial by a supervisor of an ESPs vacation request shall be put in writing and a copy forwarded to Human Resources. ESPs having earned vacation may take vacation in increments as approved by the site administrator.
 2. If a supervisor denies vacation to an employee and vacation will be lost under those circumstances, the supervisor shall submit a request in writing by March 31 to Chief Financial Officer (CFO) to pay out the vacation earned by the employee. The CFO shall either mandate that vacation be taken by the employee or approve that the vacation leave be paid out at the current rate of pay.
- B. If a holiday occurs during an ESPs vacation, said holiday shall not be deducted from accumulated vacation leave.
- C. If workload permits, vacation leave shall be granted at the time requested in writing by the ESP. If the nature of the work makes it necessary to limit the number of ESPs on vacation leave at the same time, the ESP with the greater District seniority shall be given their choice of vacation in event of conflict.

The District may require ESPs to take leave time at times determined by the District but shall give the ESPs the option of vacation leave or unpaid temporary leave during temporary, complete or partial closing of various worksite(s). However, should the ESP choose to take an unpaid leave during a time that coincides with a holiday period, the ESP shall be paid for the holidays provided for in Article 18.
- D. A twelve (12) month ESP transferring to a less than twelve (12) month position will receive compensation for unused accumulated vacation prior to starting the new assignment.
- E. Site Administrator shall identify up to three days per year in which ESPs may not utilize vacation leave and shall be denied. The dates shall be provided to the staff by August 31 of the respective school year. Such dates shall occur during the State testing window.

19-8 Jury Duty

- A. ESPs subpoenaed for jury duty or as a witness in the course and scope of employment shall not suffer loss of earnings as a result of such service. An ESP may choose: 1) to keep their jury duty or witness pay and have their pay docked an equal amount; or, 2) in cases where jury duty pay exceeds the ESPs daily rate, ESP may use a personal leave day or be docked at their daily rate instead of using a jury code for those days.
- B. ESPs subpoenaed for jury duty or as a witness are required to submit a copy of the jury summons or subpoena to their supervisor and inform the supervisor of ESPs choice regarding jury duty or witness pay. It is the employee's responsibility to report a jury duty or witness absence to the time clock system. No report of jury duty or witness absence need be submitted if the ESP chooses to take a pay dock or a personal leave day.
- C. Absences due to litigation while the ESP is either a plaintiff, defendant, or subpoenaed as a witness outside of the course and scope of employment must be charged to personal leave, vacation, or dock.

19-9 Military Leave

ESPs will receive pay for all days during which they are employed in training duty under orders with any branch of the armed forces for a period not to exceed thirty days in any two consecutive years. For purposes of this article only the term "years" means the fiscal year of the U.S. government. (A.R.S. 38-610).

19-10 Absence Due to On-the-Job Injury

- A. An employee will use accumulated paid leave (sick, personal or vacation) for absences due to an industrial injury. After the seventh day of absence, the workers' compensation carrier will begin compensating the employee in accordance with state law. The employee may utilize any remaining paid leave to supplement the workers' compensation payment up to 100% of their regular pay. Upon the recommendation of the District industrial physician or the employee's personal physician, an Employee injured on the job may choose to work on "limited duty". Such "limited duty" may be in any classification so designated by the District for which the employee is able to perform and shall be paid at the rate at the time of the injury, and shall advance their yearly salary if applicable.
- B. Within four (4) weeks of return to work, an employee may make arrangements with Payroll to buy back sick leave used for an on-the-job injury.
- C. Family Medical Leave will run concurrently with the workers' compensation leave.
- D. ESPs injured on the job may be assigned to work "restricted duty" as recommended by the industrial injury treating physician.
- E. A combination of paid leaves, restricted duty, and unpaid leaves of absences are not to exceed twelve (12) months for a single on-the-job injury. At twelve months, the position will be released for recruitment.
- F. When an ESP has been awarded a permanent disability preventing ESP from performing the essential functions of their pre-injury job classification, the District will attempt to find a position for which the ESP can qualify and/or in which reasonable accommodations can be made for the disability. In such a placement, regardless of any provisions elsewhere in this Agreement, the ESP will be paid the appropriate rate for the new position. Placement in another position as described in this article will not be considered if the ESP is pending lay-off, suspension or termination, is on a plan for improvement or recommendations to improve, or any type of disciplinary probation.
- G. The District will adhere to the Arizona Workers Compensation Statute, the Federal Medical Leave Act, and the Americans With Disabilities Act.

19-11 Released Time

Released time may be granted to attend an approved conference or convention which would enhance an ESPs work performance. First consideration will be given to ESPs participating or presenting in the conference. Released time must be requested at least one (1) week before in-state meetings, and out-of-state forms must be submitted before the second Tuesday of the month for Superintendent approval prior to the conference.

19-12 Extended Illness or Injury

Return to work after an illness or injury lasting fifteen (15) days or more must be accompanied by a medical release from the attending physician. The release must state that the ESP is "ready and medically capable of return to their regular job and duties." The District may require a "return to work" evaluation at District expense.

19-13 Medical Leave Assistance Program

- A. ESPs who have depleted their accrued sick and personal leave as a result of a qualified medical reason may request access to the Medical Leave Assistance Program by submitting a form to the Benefits office asking to receive donations of sick leave from other ESPs. A serious health condition is defined as a "non-work related" qualified medical reason that is anticipated to last for the continuous period of time of four or more weeks, as verified by a licensed health care practitioner.
- B. The donor ESP may donate a maximum of five (5) sick leave days for every thirty (30) days of accumulated sick leave. The donor ESP will designate the donation in the name of the ESP to receive the donation.
- C. The recipient ESP will be credited with the number of days donated, up to a maximum of one week

after their projected return to work. Days donated in excess of this amount will be held in reserve and credited to the ESP only if needed. If not needed, days in excess of one week beyond the original

amount requested will be restored to the donor(s). Days of leave, not the actual wage of the donor ESP, will be donated.

- D. No ESP shall be eligible for the Medical Leave Assistance Program after they qualify for long-term disability coverage.

19-14 Paid Parental Leave

In the event the Tucson Unified Governing Board approves Policy GCCA proposal related to Paid Parental Leave, this Agreement shall be amended to include GCCA in the appendix of his Agreement. The Associations shall be consulted prior to substantive changes being made to the Paid Parental Leave set forth in GCCA.

ARTICLE TWENTY

LEAVES OF ABSENCE WITHOUT PAY

20-1 Family Medical Leave

All requests for Family Medical Leave by District employees will be processed in accordance with the corresponding Governing Board Policy.

20-2 Governing Board Leave of Absence

- A. The Board may grant a leave of absence to ESPs not to exceed one (1) year for the purposes listed below. No leaves will be granted for other employment.
 - 1. Health of ESP (doctor’s verification of illness is required)
 - 2. Health of immediate family (as defined in 1-13); (doctor’s verification of illness or disability and projected date of return to work is required)
 - 3. New infant or childcare (birth certificate or doctor’s statement required)
 - 4. Course of study, education or training, as approved by TUSD (enrollment or registration documentation required)
 - 5. Military service (military order required)
 - 6. Campaign/Serve in public office
 - 7. Union business
- B. ESPs must have worked the equivalent of one full school year to be eligible for an unpaid, board-approved leave of absence.
- C. ESPs may be granted consecutive leaves.
- D. Upon granting the authorized absence, all rights of seniority, retirement, accrued leave with pay and other benefits shall be preserved and available to the applicant after the termination of the leave, provided they were earned prior to the leave.
- E. ESPs on unpaid leave of absence shall be allowed to continue insurance coverage in the program in which they are enrolled, provided the ESP notifies the District of their desire to continue, and pays the premiums for the insurance and other benefits at the ESPs expense.
- F. Requests for medical leave shall be in writing and accompanied by a doctor's verification of the illness or disability and projected date of return to work.

20-3 Medical 30-Day Leave

- A. Requests for medical leave shall be in writing and accompanied by a doctor's verification of the illness or disability and projected date of return to work. When an ESP has is medically unable to work and is not eligible for Federal FMLA, the ESP shall be allowed up to thirty (30) consecutive days on a status (using accruals), with a doctor's excuse. During this leave, the District will

continue to pay premiums on its portion of the District sponsored insurance plans in which the MBU was enrolled at the beginning of the leave. At the end of this period, ESP must return to work (pending a medical release), or go on an unpaid leave of absence if applicable.

B. Personal 30-day Leave

A short-term leave for personal business may be granted; however, it shall be with loss of pay and shall not exceed thirty (30) days. At the end of this period ESP may request a board-approved leave or return to work.

C. 20-3, Short Term Leave and 20-1, Family Leave may not be used consecutively.

20-4 Maintenance of Position

A. Upon termination of a board-approved leave (12-month or less) or a short-term leave, the ESP, if ESP has not been subject to layoff, will be restored to their previous classification, grade and step. Seniority shall not accrue during the unpaid leave of absence above but shall be restored at the level prior to the leave of absence.

B. If the ESP is affected by layoff during said leave of absence, ESP shall be covered by provisions in Article 12.

ARTICLE TWENTY-ONE

SEPARATION BENEFITS

21-1 Retirement Savings Plan: ESPs who meet the eligibility requirements listed below will have their separation benefits paid directly to a tax-sheltered annuity 403(b) or the Health Reimbursement Account as determined by the exit interview between the approved vendor and the ESP. If no interview occurs, the separation benefits will be paid directly to the tax-sheltered annuity 403(b). This payment shall be paid after the employee's final paycheck. Those who do not meet the criteria will receive their separation benefits paid directly through the regular payroll processing.

The eligibility requirements for the retirement savings plan are:

- The employee who is severing employment if age 55 or older at the time of severance, and,
- The total of the payment for separation benefits is equivalent to \$3,000 or more.

21-2 Severance Stipend

A. For those ESPs with thirteen (13) or more years of continuous service as of June 30, 2010, the employee's severance stipend benefit shall be calculated as follows: The ESP's 2016-2017 annual salary will be multiplied by .006 and then by the ESPs years of service as of June 30, 2010. This dollar amount will be frozen as the employee's severance stipend. The stipend shall be paid out at the time of separation. Employees with less than thirteen (13) years of continuous service as of June 30, 2010 are not eligible for this stipend.

B. If an ESP who is eligible for this service stipend dies before the severance payment is made, said payment shall be paid to the beneficiaries or the estate of the deceased.

21-3 Sick Leave Pay at Separation

A. After ten (10) consecutive years of service in the Tucson Unified School District, ESPs who are members of the bargaining unit as of the effective date of this Agreement, or who become members after the effective date of this Agreement, shall receive pay for unused sick leave.

B. The District shall provide a payment for unused sick leave to ESPs upon separation in accord with the following: The amount of payment shall be 2/3rds of the base salary hourly rate of pay for Step 1 of the grade level of the ESP at separation multiplied by the number of sick leave hours accrued through the date of separation, up to a maximum of 500 hours. Payment shall be included in the last payroll in that fiscal year or the first payroll of the following fiscal year, at the District's option. All legally required deductions will be taken from the payment including the ESPs contribution to the State Retirement Fund, if any. The rights contained in this paragraph are not considered vested rights.

- C. If an ESP is eligible for the separation payment but dies before the payment is made, said payment shall be paid to the beneficiaries or the estate of the deceased.

21-4 Benefits contained in this article are only available to those ESPs who voluntarily separate from the District.

21-5 Insurance Conversion for Retired ESPs

Retired employees will be eligible to continue medical insurance coverage through COBRA. The information will be provided to the retired employee upon retirement.

21-6 Upon separation, ESPs shall receive pay at their hourly rate for all unused vacation leave.

ARTICLE TWENTY-TWO

HEALTH EXAMINATION

22-1 When the District determines that an ESP's health condition (mental or physical) may be impairing their job performance, the immediate supervisor, site administrator (or equivalent position), or Assistant Superintendent (or equivalent position), with the concurrence of the Human Resources Department may, with just cause, direct the ESP to have a health examination at District expense. ESPs will be given a copy of the directive which will state the reason(s) for such examination. Following the examination, results will be sent by the Human Resources Department, to the ESP, and immediate supervisor.

ARTICLE TWENTY-THREE

WAIVER

- 23-1 A.** This Agreement supersedes all previous agreements between the District and the Association or the District and any of the covered ESPs.
- B.** During the term of this Agreement, the Association and the District expressly waive and relinquish the right to negotiate with each other and neither party shall be obligated to negotiate with each other with respect to any subject or matter whether or not referred to or covered in this Agreement except as specifically provided in this Agreement, or by mutual consent of the parties.

ARTICLE TWENTY-FOUR

NEGOTIATIONS

24-1 The negotiation process shall begin no later than March 1. Both parties agree to negotiate in good faith.

24-2 Impasse

If no agreement has been reached by April 15 as a result of good faith negotiations, either party may declare an impasse and the issues in dispute shall be submitted to mediation/arbitration. The American Arbitration Association (AAA) shall be requested to furnish a list of five (5) mediator/arbitrators from which the parties shall select a mediator/arbitrator in accordance with AAA rules.

The format, dates and times of meetings shall be conducted in closed sessions. The costs for the services of the mediator/arbitrator, including per diem expenses, if any, and actual and necessary travel expenses and subsistence, shall be shared equally by the District and the Association.

The mediator/arbitrator shall first attempt to resolve the dispute through the mediation process. Should this process fail, that person shall then function as the arbitrator of the issues remaining in dispute. Within ten (10) working days after the conclusion of arbitration hearings, the mediator/arbitrator shall submit a report in writing to the District and the Association only and shall set forth in the report findings of fact, reasoning and recommendations on the issues submitted. The report shall be advisory only and binding neither on the District nor the Association. Within five (5) days after receiving the report of the mediator/arbitrator, the representatives of the parties shall meet to discuss the report. No public release shall be made until after such meeting. The respective parties shall take official action on the report of the mediator/arbitrator no later than fifteen (15) days after the meeting described above.

24-3 Decertification**A. Petition**

1. A petition for an election to decertify the Association may be filed with the Superintendent by an ESP within the unit.
2. The petition shall contain the following information:
 - a. The name, address and telephone number of the petitioner and the name, address and telephone number of the agent to be contacted, if any;
 - b. A description of the established unit;
 - c. The approximate number of ESPs in the established unit;
 - d. A statement that the members in the established unit no longer desire the Association as their exclusive representative;
3. The petition shall be signed by at least thirty (30) percent of the ESPs in the established unit.
4. The petitioner shall concurrently serve a copy of the petition to the District and the Association.

B. Election

1. Upon receipt of a petition for decertification, the Board may conduct an impartial representative election. The costs for such an election shall be defrayed equally by the petitioning organization and the District.
2. A petition shall not be considered whenever a representation election has been held within the twelve (12) months immediately preceding the filing of the petition. If there is an existing agreement in effect, the petition must be initiated, signed and delivered to the Board within ninety (90) to one hundred twenty (120) working days prior to expiration of the Agreement to fulfill the requirement for receipt of a valid petition for decertification.

ARTICLE TWENTY-FIVE**SHARED DECISION-MAKING****25-1 Purpose**

The purpose of a shared decision-making program is to create an atmosphere in which decision making is a collegial, shared, process that fosters an exchange of ideas and information necessary for effective professional practice and for improved student performance. The Association and District agree to continue pursuing jointly the implementation of legitimately recognized school councils as a foundation of a shared decision-making program. All provisions of this agreement shall continue to be in full force and effect throughout the process.

25-2 Joint Shared Decision-Making Committee

If needed, the TUSD Superintendent and TEA President shall appoint a committee to resolve any issues regarding school councils or any proposed changes to any TUSD policy affecting school council authority. The joint committee shall consist of an equal number of appointees by the TUSD Superintendent and the TEA President.

25-3 School Council Standards

In all cases, school councils must operate according to State and Federal laws and TUSD Board Policy.

25-4 No Reprisals

Neither the Board nor its supervisory employees shall engage in any reprisals against TEA, AEA, NEA and persons involved in the walkout of April and May of 2018.

ARTICLE TWENTY-SIX**DURATION**

Unless specified otherwise in this Agreement, the provisions of this Agreement shall be effective beginning the first day of the fiscal year and shall continue in full force and effect through the last day of the fiscal year. In the event ratification does not occur by the first day of the following fiscal year, the previous year's agreement shall continue automatically for 45 days, provided that the parties have negotiated in good faith commencing in March.

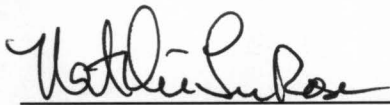
RATIFICATION

Unless specified otherwise in this Agreement, the provisions of this Memorandum of Understanding shall be effective July 1, 2024 and shall remain and continue in effect through the thirtieth day of June of 2026.

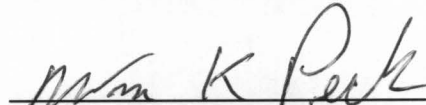
In Witness whereof, the parties hereunto set their hands and seals.

Tucson Unified School District

**American Federation of State, County
and Municipal Employees, Local 449**



Natalie Luna Rose, President
TUSD Governing Board

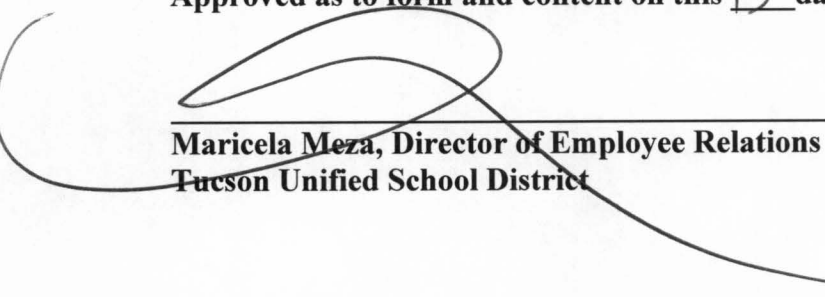


William Peck, TUSD Chair
AFSCME

Date: 8/27/24

Date: 9/11/24

Approved as to form and content on this 15 day of September, 2024 by:



Maricela Meza, Director of Employee Relations
Tucson Unified School District

**APPENDIX I
WHITE COLLAR/FOOD SERVICE**

Prior to the Board voting on any exemption change affecting a bargaining unit position, the Association will be notified and given the opportunity to discuss the change.

During the term of the Agreement, the wage schedule (Appendix II) shall not be changed without the mutual agreement of the Association and the District. If additional positions are identified during the term of this Agreement, or if the classification of a position changes, the Association will receive written notification of the change.

The definitions of classifications, the assignment of classifications to a pay grade on the wage schedule, and the determination of the appropriate pay grade on the wage schedule for classifications as they relate to other classifications are matters left to the sole discretion of the District.

White Collar/Food Services Classifications (WCL)

Grade	Position	Entry Rate
D	Cafeteria Worker	\$15.45
D	Data Technician	\$15.45
D	Early Childhood Care Specialist	\$15.45
D	Educational Audiologist Assistant	\$15.45
D	Food Service Meal Application Program Technician	\$15.45
D	Infant Care Specialist	\$15.45
D	Library Assistant	\$15.45
D	Office Assistant	\$15.45
D	Special Needs Aide - 504	\$15.45
D	Special Needs Aide - Adult	\$15.45
D	Food Service Inventory Technician	\$16.08
E	Attendance & Registration Technician	\$16.11
E	Cafeteria Worker, Lead	\$16.11
E	Early Childhood Care Specialist, Senior	\$16.11
E	School Community Liaison	\$16.11
E	Administrative Secretary	\$16.76
E	Lending Library Associate/Cataloger	\$17.27
E	Registrar	\$17.27
E	Attendance Liaison	\$18.15
E	School Site Technology Liaison	\$18.15
F	Budget Control Assistant	\$16.79
F	CTE Specialist	\$18.00
F	Clothing Bank Specialist	\$18.92
F	Braillist	\$19.68
G	Behavior Intervention Monitor	\$17.49
G	Campus Monitor	\$17.49
G	Early Childhood Teacher Assistant	\$17.49
G	Elementary Student Support Worker	\$17.49

G	Health Assistant	\$17.49
G	Health Assistant - Itinerant	\$17.49
G	Health Assistant Roving	\$17.49
G	Records Specialist	\$17.49
G	Teacher Assistant	\$17.49
G	Teacher Assistant - Bilingual	\$17.49
G	Testing & Phlote Compliance Technician - Language	\$17.49
G	Customer Service Specialist - Fac Maintenance	\$17.85
G	Customer Service Specialist - Transportation	\$17.85
G	Exceptional Education Compliance Monitor	\$17.85
G	Early Childhood Ex Ed Teacher Assistant	\$18.03
G	Ex Ed Teacher Assistant	\$18.03
G	Ex Ed Teacher Assistant - Hybrid	\$18.03
G	Ex Ed Teacher Assistant - Itinerant	\$18.03
G	Ex Ed Teacher Assistant - Remote	\$18.03
G	Instructional Specialist	\$18.57
G	Instructional Specialist - CTE	\$18.57
G	Instructional Specialist - General Subject	\$18.57
G	Instructional Specialist - Preschool	\$18.57
G	Intervention Technician	\$18.57
G	Community Health Worker	\$18.76
G	Department Accounting Specialist	\$21.56
H	Accounting Technician	\$18.24
H	Accounts Payable Technician	\$18.24
H	Administrative Assistant	\$18.24
H	Administrative Assistant - Rental Office	\$18.24
H	Asset Management Associate	\$18.24
H	Bookstore Manager	\$18.24
H	Curator Assistant of Artifacts & Exhibits	\$18.24
H	Language Assessment Coordinator	\$18.24
H	Student Services Assistant	\$18.24
H	Office Manager	\$19.36
H	School Site Office Manager	\$19.36
H	Student Finance Accounts Specialist	\$19.36
H	Student Services Associate	\$19.36
H	Extracurricular Specialist	\$20.55
H	Payroll Associate	\$20.55
I	School Security Agent	\$19.01
J	Attendance Reporting Systems Analyst	\$19.81
J	Computer Support/Training Specialist	\$19.81
J	Customer Support Center Specialist	\$19.81
J	Instructional Staff Development Specialist	\$19.81
J	Resource Specialist	\$19.81
J	Technical Support Specialist	\$19.81
J	Technology Services (TS) Field Technician	\$19.81

J	Food Service LAN Systems Specialist	\$20.21
J	Athletic Compliance Specialist	\$21.03
J	Language Support Specialist	\$21.03
J	Student Success Coach	\$21.03
J	Student Success Specialist	\$21.03
J	Program Specialist	\$22.10
K	TS Inventory Control Specialist	\$23.04
L	Accounting Associate	\$21.52
L	Accounting Associate - Cash Receipts	\$21.52
L	Technology Services (TS) Field Technician, Lead	\$21.52
M	Behavior Specialist	\$22.43
M	Behavior Specialist - Early Childhood Learning Center	\$22.43
M	E-Mail Systems Analyst	\$22.43
M	Licensed Practical Nurse	\$25.79
N	Data Integrity Analyst - SIS	\$23.38
N	Drop Out Intervention Specialist	\$23.38
N	Intervention Specialist	\$23.38
O	Network Administrator	\$24.36
O	Network Security System Analyst	\$24.36
O	Network Systems Coordinator	\$24.36
O	Systems Administrator	\$24.36
O	Telecommunications Technician	\$24.36

**APPENDIX II
White Collar/Food Service Wage Scale**

	Grade D	Grade E	Grade F	Grade G	Grade H	Grade I
Step 1	\$15.45	\$16.11	\$16.79	\$17.49	\$18.24	\$19.01
Step 2	\$15.60	\$16.27	\$16.96	\$17.68	\$18.42	\$19.20
Step 3	\$15.77	\$16.43	\$17.12	\$17.85	\$18.60	\$19.39
Step 4	\$15.92	\$16.59	\$17.29	\$18.03	\$18.79	\$19.58
Step 5	\$16.08	\$16.76	\$17.47	\$18.21	\$18.98	\$19.78
Step 6	\$16.24	\$16.93	\$17.64	\$18.39	\$19.17	\$19.98
Step 7	\$16.40	\$17.10	\$17.82	\$18.57	\$19.36	\$20.18
Step 8	\$16.56	\$17.27	\$18.00	\$18.76	\$19.55	\$20.38
Step 9	\$16.74	\$17.44	\$18.18	\$18.95	\$19.75	\$20.58
Step 10	\$16.90	\$17.61	\$18.36	\$19.14	\$19.95	\$20.79
Step 11	\$17.07	\$17.80	\$18.54	\$19.33	\$20.14	\$21.00
Step 12	\$17.24	\$17.97	\$18.73	\$19.52	\$20.34	\$21.20
Step 13	\$17.41	\$18.15	\$18.92	\$19.72	\$20.55	\$21.41
Step 14	\$17.58	\$18.33	\$19.11	\$19.92	\$20.76	\$21.63
Step 15	\$17.77	\$18.51	\$19.30	\$20.11	\$20.96	\$21.85
Step 16	\$17.94	\$18.70	\$19.49	\$20.31	\$21.17	\$22.07
Step 17	\$18.12	\$18.89	\$19.68	\$20.51	\$21.38	\$22.29
Step 18	\$18.30	\$19.08	\$19.88	\$20.73	\$21.59	\$22.51

	Grade D	Grade E	Grade F	Grade G	Grade H	Grade I
Step 19	\$18.48	\$19.26	\$20.08	\$20.93	\$21.82	\$22.74
Step 20	\$18.66	\$19.46	\$20.28	\$21.14	\$22.03	\$22.96
Step 21	\$18.86	\$19.65	\$20.48	\$21.35	\$22.25	\$23.19
Step 22	\$19.05	\$19.85	\$20.68	\$21.56	\$22.47	\$23.42
Step 23	\$19.23	\$20.05	\$20.90	\$21.78	\$22.69	\$23.65
Step 24	\$19.42	\$20.25	\$21.10	\$22.00	\$22.93	\$23.90
Step 25	\$19.62	\$20.45	\$21.31	\$22.22	\$23.16	\$24.13
Step 26	\$19.82	\$20.65	\$21.52	\$22.44	\$23.38	\$24.37
Step 27	\$20.02	\$20.86	\$21.75	\$22.66	\$23.62	\$24.61
Step 28	\$20.22	\$21.07	\$21.96	\$22.89	\$23.86	\$24.87
Step 29	\$20.42	\$21.28	\$22.18	\$23.12	\$24.10	\$25.11
Step 30	\$20.62	\$21.49	\$22.40	\$23.35	\$24.33	\$25.36
Step 31	\$20.83	\$21.70	\$22.62	\$23.58	\$24.58	\$25.61
Step 32	\$21.04	\$21.93	\$22.86	\$23.82	\$24.83	\$25.88
Step 33	\$21.25	\$22.15	\$23.08	\$24.06	\$25.07	\$26.13
Step 34	\$21.46	\$22.36	\$23.31	\$24.30	\$25.32	\$26.39
Step 35	\$21.67	\$22.59	\$23.54	\$24.54	\$25.57	\$26.65
Step 36	\$21.89	\$22.82	\$23.78	\$24.79	\$25.84	\$26.93
Step 37	\$22.11	\$23.05	\$24.02	\$25.04	\$26.09	\$27.19
Step 38	\$22.33	\$23.27	\$24.26	\$25.28	\$26.35	\$27.46
Step 39	\$22.55	\$23.50	\$24.50	\$25.53	\$26.61	\$27.74
Step 40	\$22.78	\$23.75	\$24.75	\$25.80	\$26.89	\$28.02
Step 41	\$23.01	\$23.98	\$25.00	\$26.05	\$27.15	\$28.30
Step 42	\$23.24	\$24.22	\$25.24	\$26.31	\$27.42	\$28.58
Step 43	\$23.47	\$24.46	\$25.49	\$26.57	\$27.69	\$28.87

	Grade J	Grade K	Grade L	Grade M	Grade N	Grade O
Step 1	\$19.81	\$20.64	\$21.52	\$22.43	\$23.38	\$24.36
Step 2	\$20.01	\$20.86	\$21.74	\$22.65	\$23.61	\$24.60
Step 3	\$20.21	\$21.06	\$21.95	\$22.88	\$23.85	\$24.86
Step 4	\$20.41	\$21.27	\$22.17	\$23.11	\$24.09	\$25.10
Step 5	\$20.61	\$21.48	\$22.39	\$23.34	\$24.33	\$25.35
Step 6	\$20.82	\$21.70	\$22.61	\$23.57	\$24.57	\$25.60
Step 7	\$21.03	\$21.92	\$22.85	\$23.81	\$24.82	\$25.87
Step 8	\$21.24	\$22.14	\$23.07	\$24.05	\$25.07	\$26.12
Step 9	\$21.45	\$22.36	\$23.30	\$24.29	\$25.31	\$26.38
Step 10	\$21.66	\$22.58	\$23.53	\$24.53	\$25.56	\$26.64
Step 11	\$21.89	\$22.81	\$23.78	\$24.78	\$25.83	\$26.92
Step 12	\$22.10	\$23.04	\$24.01	\$25.03	\$26.08	\$27.18
Step 13	\$22.32	\$23.27	\$24.25	\$25.27	\$26.34	\$27.45

	Grade J	Grade K	Grade L	Grade M	Grade N	Grade O
Step 14	\$22.54	\$23.50	\$24.49	\$25.52	\$26.60	\$27.73
Step 15	\$22.78	\$23.74	\$24.73	\$25.79	\$26.88	\$28.01
Step 16	\$23.00	\$23.97	\$24.99	\$26.04	\$27.14	\$28.29
Step 17	\$23.23	\$24.21	\$25.23	\$26.30	\$27.41	\$28.57
Step 18	\$23.46	\$24.45	\$25.48	\$26.56	\$27.68	\$28.86
Step 19	\$23.69	\$24.69	\$25.74	\$26.83	\$27.97	\$29.15
Step 20	\$23.94	\$24.95	\$26.00	\$27.10	\$28.24	\$29.43
Step 21	\$24.17	\$25.19	\$26.26	\$27.37	\$28.52	\$29.73
Step 22	\$24.41	\$25.44	\$26.52	\$27.64	\$28.81	\$30.03
Step 23	\$24.65	\$25.70	\$26.79	\$27.92	\$29.10	\$30.33
Step 24	\$24.91	\$25.96	\$27.06	\$28.20	\$29.39	\$30.63
Step 25	\$25.15	\$26.22	\$27.32	\$28.48	\$29.68	\$30.94
Step 26	\$25.40	\$26.48	\$27.59	\$28.76	\$29.98	\$31.25
Step 27	\$25.65	\$26.74	\$27.88	\$29.05	\$30.28	\$31.56
Step 28	\$25.92	\$27.01	\$28.15	\$29.34	\$30.58	\$31.88
Step 29	\$26.18	\$27.28	\$28.43	\$29.63	\$30.89	\$32.19
Step 30	\$26.43	\$27.55	\$28.71	\$29.94	\$31.20	\$32.51
Step 31	\$26.70	\$27.83	\$29.01	\$30.23	\$31.51	\$32.85
Step 32	\$26.97	\$28.11	\$29.30	\$30.53	\$31.83	\$33.17
Step 33	\$27.24	\$28.39	\$29.59	\$30.84	\$32.14	\$33.50
Step 34	\$27.51	\$28.67	\$29.89	\$31.15	\$32.46	\$33.84
Step 35	\$27.79	\$28.96	\$30.18	\$31.46	\$32.78	\$34.18
Step 36	\$28.06	\$29.25	\$30.48	\$31.77	\$33.12	\$34.51
Step 37	\$28.34	\$29.54	\$30.78	\$32.09	\$33.45	\$34.87
Step 38	\$28.62	\$29.84	\$31.10	\$32.41	\$33.78	\$35.21
Step 39	\$28.92	\$30.14	\$31.41	\$32.73	\$34.12	\$35.56
Step 40	\$29.20	\$30.43	\$31.72	\$33.07	\$34.46	\$35.92
Step 41	\$29.49	\$30.74	\$32.04	\$33.39	\$34.80	\$36.28
Step 42	\$29.78	\$31.05	\$32.36	\$33.72	\$35.16	\$36.64
Step 43	\$30.09	\$31.36	\$32.68	\$34.07	\$35.50	\$37.01

APPENDIX III

Policy GBQ-E Exhibit

REASON FOR LEAVING TUSD	Eligibility for Rehire
Voluntary Resignation	Eligible
Retirement	Eligible
Contract Term Ends	Eligible
Probationary Period Termination/Nonrenewal	Mandatory Record Review
Expired Certificate/license required for position	Eligible (once credentials are reestablished)
Poor Performance	Mandatory Record Review
Unsafe Work Practices	Mandatory Record Review
Job Abandonment	Mandatory Record Review
Poor Attendance	Mandatory Record Review
Resignation in lieu of Dismissal	Mandatory Record Review
Felony conviction	Ineligible
Failure or refusal of a test for drugs/alcohol administered by TUSD while in a job working with students	Ineligible
Separation Agreement stating ineligibility	Ineligible
Theft	Mandatory Record Review
Possession, use, of drugs or alcohol on school property on at a school-sponsored activity	Ineligible
Firearms Possession	Ineligible
Threats or Intimidation as defined in ARS 13-1202	Ineligible
Assault as defined in ARS 13-1203 or Aggravated Assault under any of the circumstances described in ARS 13-1204	Ineligible
Loss of Fingerprint Clearance for criminal conviction	Ineligible
Breach of Confidentiality	Mandatory Record Review
Commission of a Crime	Mandatory Record Review
Sexual offenses as defined in ARS 13-1401 et seq. (Indecent exposure to a minor, public sexual indecency, sexual abuse, sexual conduct with a minor, sexual assault, unlawful sexual conduct, molestation of a child, bestiality)	Ineligible

Exhibit GBQ-E – Reason for Leaving TUSD – 10/02/2019

REASON FOR LEAVING TUSD	Eligibility for Rehire
Sexual Exploitation of a Minor/Child Pornography as defined in ARS 13-3551, et seq.	Ineligible
Child Abuse as defined in ARS 8-201(2)	Ineligible
Child Neglect as defined in ARS 8-201(25)	Mandatory Record Review
Discrimination as defined in Governing Board Policy AC if such discrimination was the sole basis for the termination.	Ineligible
Discrimination as defined in Governing Board Policy AC , if such discrimination was not the sole basis for the termination.	Mandatory Record Review
Deliberately suppress or distort information or facts relevant to a pupil's academic progress; Misrepresent or falsify pupil, classroom, school, or district-level data from the administration of a test or assessment;	Ineligible
Engage in a pattern of conduct for the sole purpose or with the sole intent of embarrassing or disparaging a pupil;	Mandatory Record Review
Use professional position or relationships with pupils, parents, or colleagues for improper personal gain or advantage;	Mandatory Record Review
Make any sexual advance toward, engage in sexual activity, a romantic relationship, or dating of a pupil or child.	Ineligible
Use school equipment to access pornographic, obscene, or illegal materials	Mandatory Record Review
Engage in conduct which would discredit the teaching profession.	Mandatory Record Review
Submit fraudulent requests for reimbursement of expenses or for pay	Mandatory Record Review

Exhibit GBQ-E – Reason for Leaving TUSD – 10/02/2019