TUCSON UNIFIED SCHOOL DISTRICT

2026-2027

CONSENSUS AGREEMENT

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ARTICLE ONE

DEFINITIONS

1-1 The term **ACTING ADMINISTRATOR** shall mean an MBU designated to assume the responsibilities of the site administrator in that administrator's absence for at least ½ day.

1-2 The term **ADDED DUTY** shall mean the responsibilities accepted by or assigned to an MBU that are in addition to the MBU's basic duties such as "loss of planning" or "lunchroom duty." A complete list of possible added duty assignments can be found in Article 29.

1-3 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 (initiation/hazing, threats/intimidation, bullying); knowingly touching another with intent to injure, insult, or provoke such person. An assault does not require actual physical contact.

1-4 The term **ASSIGNMENT** shall mean:

A. The schools(s), subject(s) and/or grade level(s) assigned to a MBU.

B. For individuals assigned to a non-school site department, assignment shall mean the positions assigned to them within that department.

1-5 The term **ASSOCIATION** shall mean the Tucson Education Association.

1-6 The term **BOARD** shall mean the Governing Board of Tucson Unified School District.

1-7 The term **COMBINATION CLASS** shall mean a class established at an elementary school when two or more grade levels are combined in order to adhere to class size caps listed in Article 22-2.

1-8 The term **CONTINUING TEACHER** shall mean a person employed in a position in Tucson Unified School District which requires a teaching certificate from the State Board of Education (including counselors and librarians), and/or a teacher who has been employed full-time by the District for more than the major portion of three consecutive years, as defined in A.R.S. 15-538.01.

1-9 The term **CONTACT TIME** shall mean any time during the school day during which a MBU is required to instruct/supervise (excluding supervision paid as extra duty) students.

1-10 The term **CORE BLOCK** shall consist of no more than three (3) consecutive periods at the 6th grade level, and no more than two (2) consecutive periods at the 7th grade level.

1-11 The term **DATE OF HIRE** shall mean the effective date of a contract as approved by the Governing Board.

1-12 The term **DAYS** shall mean working days. Working days are considered to be those exclusive of holidays and weekends. During the school year, working days shall mean teaching days plus duty days. During the summer, working days will be those when the District's Central Administrative Offices are open for business with the public.

1-13 The term **DISCIPLINE** shall mean written reprimands, suspensions, and terminations.

1-14 The term **DISTRICT** shall mean the Tucson Unified School District.

1-15 The term **DISTRICT-INITIATED TRANSFER (DIT)** shall mean any MBU required to transfer job sites due to a District decision.

1-16 The term **EMERGENCY** shall mean an event which a reasonable, prudent person could not have reasonably prepared for and foreseen.

1-17 The term **EXTRA DUTY** shall mean additional responsibilities for which the MBU applies or volunteers, such as coach or class sponsor. A complete list of extra duty positions can be found in Article 29.

1-18 The term **FACULTY** shall mean the entire teaching body of a school to include, but not be limited to, classroom teachers, resource teachers, exceptional education teachers, counselors, and librarians.

1-19 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 MBU has or shares a major financial responsibility and is an established resident within the MBU's household.

1-20 The term **GRIEVANCE** shall mean an action filed by an MBU alleging a violation, misinterpretation, or inequitable application of the terms or conditions of this Agreement.

1-21 The term **LEAD** shall refer to a MBU who is responsible for assigning tasks, monitoring work and providing input into the evaluation of other MBUs. The lead MBU can also be responsible for program and staff development and monitoring staff compliance with district regulations.

1-22 The term **LETTER OF DIRECTION** shall mean a letter from a supervisor to a MBU specifying certain directions to be followed.

1-23 The term **LETTER OF REPRIMAND** shall mean a letter containing a rebuke of a MBU's conduct which shall be placed in the MBU's personnel file in the Human Resources Department.

1-24 The term **MEMBERS OF THE BARGAINING UNIT (MBU)** shall mean any or all full-time and part-time employees for whom the Association negotiates, including:

1.

Athletic Trainer, Head	Magnet Site Coordinator
Counselor	Nurse
Counselor, Career/Post-Secondary	Occupational Therapist
CTE Certified Cooperative Education Teacher	OMA Arts Integration Specialist
Curriculum Service Provider	Orientation and Mobility Specialist
Dean of Students	Physical Therapist
Diagnostician	Professional Development Academic Trainer
District Alternative Education Program Teacher (DAEP)	Project Coordinator for Grants
Educational Audiologist	Resource Teacher
Exceptional Education Adapted PE Teacher	Social Worker
Exceptional Education Teacher	Speech Clinician I
Exceptional Education Teacher Itinerant	Speech Clinician II
Exceptional Education Transition Coordinator	Student and Family Support Liaison
Hygienist	Teacher
In-School Intervention Teacher	Teacher – Fine Arts
Instructional Technology Integration Specialist	Teacher - GATE
Instructional Data Intervention Specialist	Teacher – GATE -Itinerant
Job Development Instructor	Teacher / Coach
Jr. ROTC Officer	Teacher Mentor
Language Acquisition Coach	Visual Arts Specialist
Library Media Specialist	

2. Any other positions created during the term of this agreement for non-administrative certificated staff.

1-25 The term **MULTI-AGE CLASS** shall mean a class at an elementary school of more than one grade level established as part of an educational program/philosophy designed to remain in place for more than one year.

1-26 The term **NEW SCHOOL/NEW DEPARTMENT** shall mean any existing school/department designated as a "new school/new department" by Tucson Unified School District Governing Board action.

1-27 The term **PERSONNEL FILE(S)** shall include those files in the possession of the MBU's supervisor which contain information concerning a MBU, exclusive of the supervisor's personal notes regarding the employee's performance/conduct. The personnel file maintained by the Chief Human Capital officer shall be considered the official personnel file.

1-28 The term **PREPARATION** shall mean a lesson plan for a class period of more than fifteen (15) minutes for middle school and high school teachers distinguished by differences in grade level and/or subject matter, and/or bilingual.

1-29 The term **PRINCIPAL** shall mean any building administrator or the administrator of any work location or functional division in the school district.

1-30 The term **PRINCIPAL DESIGNEE** shall mean that individual who while remaining in the classroom is on call for any emergency in the absence of the Principal.

1-31 The term **PROBATIONARY TEACHER** shall mean a person employed in a position in Tucson Unified School District which requires a teaching certificate from the State Board of Education (including counselors and librarians), and a teacher who has not been employed full-time by the district for more than the major portion of three consecutive school years, or a continuing teacher who has been designated in the lowest performance classification, as set forth in by A.R.S. 15-538.01.

1-32 The term **PROFESSIONAL DEVELOPMENT** shall mean the voluntary participation by MBUs in any approved activity (as defined in Article 19) and selected by the individual. Professional development shall count for the MBU's professional development stipend/reimbursement and recertification.

1-33 The term **PROGRAMMATIC NEED** shall mean specific instruction that must be offered to meet student needs due to federal/state legal requirements, and/or Board designated requirements.

1-34 The term **QUALIFIED EVALUATOR** shall mean any certified employee who is responsible for the supervision or independent observation of other certified employees and who has taken "evaluator training" as designated by TUSD's Assistant Superintendent for Curriculum and Instruction Department.

1-35 The term **RELOCATION** shall mean the move of an exceptional education teacher and their students to another site at any time during the year.

1-36 The term **RECRUITMENT EVENT** shall mean a job fair, expedited interview process or other event coordinated by Human Resources to fill multiple vacancies.

1-37 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.

1-38 The term **SCHOOL COUNCIL** shall mean the body of stakeholder representatives which may include site administration, faculty and staff, parents/guardians of pupils who attend the school, community representatives, and/or students.

1-39 The term **SENIORITY** shall mean the number of years in the bargaining unit for MBUs with continuing TUSD employment. For part-time MBUs, seniority shall be pro-rated according to the percentage of the school year worked. Seniority is maintained and accrued during the time a MBU is on a recall list with the District and during any leaves of absence. In the event two or more MBUs have the same date of hire, their seniority rank shall be determined in the order of the last four digits of their Social Security number, lowest number being the most senior.

1-40 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 educational support professionals 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. Shared decision-making is designed to comply with the decentralization provisions stated in the 1994 Arizona revised statutes (ARS 15-351).

1-41 The term **STAFF DEVELOPMENT** shall mean the participation by MBUs in in-service activities during normal work hours. Staff development hours shall count only for re-certification.

1-42 The term **STUDENT WITH A 504 ACCOMMODATION PLAN** shall mean any student who has been identified by the District as meeting the criteria specified in Section 504 of the Rehabilitation Act of 1973.

1-43 The term **SUBSTITUTE** shall mean a person who holds the appropriate credentials to be a substitute in the State of Arizona.

1-44 The term **TEACHER LOAD** shall mean the number of students instructed by a teacher at a middle school and/or high school. Students enrolled in any class period of more than fifteen (15) minutes duration shall be counted as part of a teacher's load.

1-45 The term **TEMPORARY CONTRACT** shall mean:

A. The contract issued to those MBUs selected to fill vacancies advertised after Labor Day of each succeeding school year.

B. The contract issued to any MBU hired to fill in for a MBU on a one-year Governing Board leave of absence.

C. The contract issued to any MBU with a 3/5 or less position.

D. The contract issued to any non-continuing MBU on an emergency or otherwise deficient certification.

E. The contract issued to a teacher in the first year of the profession.

1-46 The term **TRANSFER** shall mean a change from one school or a non-school site department to another school or a non-school site department, resulting from the application of procedures in Article 7 or 8. The move of an entire school to another location shall not be considered a transfer.

1-47 The term **VACANCY** shall mean any budgeted position previously held by a member of the bargaining unit, whether a newly created budgeted position, or a previously held or newly created budgeted extra-duty position which is not filled administratively through application of Article 8, or assignment in accord with ADA.

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 non-discrimination laws and regulations.

ARTICLE TWO

GENERAL PROVISIONS

2-1 Discrimination

A. Neither the District nor the Association shall discriminate against any MBU on the basis of race, religion, color, national origin, age, sex, sexual orientation, gender, gender identity or expression, marital status, disability, or membership or participation in the Association's activities.

B. A MBU shall have the right to be free from physical or verbal abuse, mental harassment and ethnic or derogatory and/or defamatory statements.

C. The rights, privileges and benefits provided by virtue of this Agreement shall be applied equitably to all MBUs.

2-2 Board Policy

This Agreement constitutes officially adopted Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.

2-3 Board Powers

The Board and the Association recognize that the Board and its administrators have certain powers, discretions and duties that, under Federal Law, the Constitution and Laws of the State of Arizona, may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application to any MBU covered hereby, shall be found contrary to law by legislative act or court of competent jurisdiction, 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.

2-4 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 (as defined in Article 2-3) for 2026-2027, either party may request in writing to the other to reopen any article(s) for negotiation.

2-5 Control

Except for those policies described herein as Agreements between the Board and the Association, the Board has the prerogative and responsibility to formulate and implement such other policies and programs it determines are necessary for efficient and effective operation of the schools. The provisions of this Agreement shall control where any conflict exists between this Agreement and Board policy, practice, custom, writing or intentions not incorporated in this Agreement. This Agreement shall not be used as a reason to deprive MBUs of professional advantage.

2-6 Summer School

Should the Board elect to commence operation of its own summer school program (as opposed to contracting out), such program will not be covered under the terms of this Agreement.

ARTICLE THREE

ASSOCIATION AND EMPLOYEE RIGHTS

3-1 Facilities

A. The Association and its representatives shall be permitted to transact Association business on school property and have the right to use school facilities at reasonable times, provided it does not interrupt

scheduled classroom activities or other school functions.

B. Association meetings may be held in school facilities at any reasonable time that does not interfere with scheduled classes or other school functions. Whenever an Association meeting will be scheduled during the workday at a school, arrangements for the meeting should, as a professional courtesy to the building administrator, be made no later than the day prior to the meeting.

3-2 Communications

A. The Association and its representatives shall have the right to post notices of activities and matters of Association concern on bulletin boards. Space on at least one such bulletin shall be provided in each school building.

B. The Association shall have the right to use mailboxes, and the District delivery service for communications to and from MBUs.

C. The Association shall, upon request, be granted time at faculty meetings/Professional Development to present reports and announcements.

D. The Association and the District shall jointly plan and conduct the orientation program for newly hired MBUs.

E. Regarding Section 3-2-A and 3-2-B above, such use of bulletin boards or mailboxes shall be limited to Association matters authorized by a responsible Association representative, as evidenced by the Association logo. The responsible supervisor at the building, or the designee, shall be given a copy of matters posted or deposited in mailboxes prior to actual posting or depositing. Documents deposited or posted may not include any defamatory material or advocate insubordinate acts.

3-3 District Information

A. The District agrees to furnish the Association available information concerning the financial resources of the District, including but not limited to financial reports, tentative budgetary requirements and allocations, agendas and minutes of Board meetings and seniority lists. The District also agrees to provide the Association with information needed by the Association to develop constructive negotiation proposals, provided, however, that the District shall not be required to prepare reports or surveys. The District further agrees to provide the following information to the Association:

1. Names, addresses, assignments and work sites of all MBUs hired by the District within 20 days of the date the individual starts working, or the Board approves the contract, whichever is earlier;

2. All vacancies shall be posted online;

3. Lists showing MBUs assigned to each building by October 1 as needed.

4. Lists of all extra duty assignments, including name, school, assignment and extra duty assignment by November 1 of each year;

5. Lists of substitutes in alphabetical order by October 1 of each year;

6. Seniority lists by date of hire and alphabetical order by October 1 and March 1 of each **y**ear;

7. Class size lists per MBU by building by October 15th of each year;

8. Lists of the specific administrators responsible for the distribution, preparing and compiling of the data listed in the Consensus Agreement by August 1 of each year.

B. All other information requested from the District will be provided to the Association in a timely manner.

3-4 TEA Representatives

Current law prohibits the District from compensating employees for performing Association business. However, the District will make every effort to accommodate the employees' use of flex time or personal leave for the

following activities.

A. Members of the TEA Board of Directors and members of official committees shall be permitted to leave the buildings at students' dismissal time in order to attend scheduled Association business.

B. Past practice concerning released time for TEA representatives shall be continued for AEA Delegate Assembly, time spent as a member of the TEA Bargaining Team, and TUSD/TEA consultations or involvement in a third step grievance hearing or arbitration proceeding. No individual shall be entitled to more than twenty (20) days of released time per school year for TEA/AEA/NEA activities, except time spent as a member of the TEA Bargaining Team, in TUSD/TEA consultations or involvement in a third step grievance hearing or arbitration proceeding shall not be counted in the twenty (20) day limitation.

C. The following released time shall be provided, and substitute salary shall be paid by the Association.

1. Released time requiring substitutes and requested for members of the Association's bargaining team prior to March 1.

2. Released time requests requiring substitutes which exceed forty (40) days. The following released time will not be included in those forty days:

a. AEA/NEA delegate assembly;

b. Time spent as a member of the Association's bargaining team on or after March 1;

c. TUSD/TEA consultations;

d. Level III grievances or arbitrations.

D. TEA will notify in writing the Chief Human Capital Officer in advance of released time requests. If the request is for AEA/NEA 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.

E. 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.

3-5 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.

3-6 Notification

The District will post on its website both the White Collar/Food Service and the Consensus Agreements within thirty (30) calendar days from the date of Board approval and ratification by the Association. All bargaining unit agreements are available on the TUSD website.

3-7 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 on a bi-monthly basis. Non bargaining unit employees may elect payroll deduction of the dues to TEA and a TEA member who moves into a non bargaining unit position may continue their payroll deduction for TEA membership. This is not intended to apply to members in or changing to recognized units (AFSCME, CWA, or ELI). The availability of payroll dues deduction should not imply applicability of the Consensus Agreement to the employee who is authorizing the deduction. The applicability of the Employee Agreement is

dependent on the employee's job classification.

B. The written authorization shall remain in effect during the term of employment unless the employee revokes the 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 the District receives the authorization.

D. If authorized by the individual in the event the individual's employment is terminated by resignation or otherwise, the balance of dues for that year shall be deducted from the final paycheck. If the balance due the Association is greater than the final paycheck, the Board neither has liability for the difference, nor any obligation to recover said amount 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.

3-8 Consultation

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 MBUs to participate in TUSD/TEA consultations.

3-9 Exclusivity

A. All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

B. The District may consult with any individual or organization on any topic, but will negotiate only with the Tucson Education Association.

C. As the exclusive representative of MBUs, Tucson Education Association (TEA) is obligated to represent in good faith all employees in the bargaining unit as defined in Article 1-24.

D. 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 Article.

3-10 Committees

A. Information regarding District committees formed to make recommendations which impact MBUs' terms and conditions of employment will be provided to the Association. Such committees will include Association participant(s). Recommendations for Association participant(s) will be made to the Superintendent by the Association President.

B. The District and the Association agree to have the following three standing 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 19-3
3. Classroom Site Fund Planning Committee

C. 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 committee will begin meeting no later than October 1. Each committee will provide, recommendations to the Superintendent and TEA annually. If applicable, the joint committees will forward their recommendations to the TUSD and TEA bargaining teams for consideration when negotiating successor agreements.

3-11 Representation

A. Upon request, a MBU has the right to representation for the following:

1. Grievance procedures;
2. When receiving any disciplinary action;
3. When discussing an evaluation;
4. For meetings regarding performance related issues.

B. The MBU shall be responsible for arranging representation prior to the scheduled meeting. The District shall afford the MBU reasonable time to make such arrangements, should the MBU desire representation, unless immediate action is necessary as in 16-3-B.

C. If postponement of a meeting occurs in order to obtain a representative, that delay shall not invalidate the evaluation, grievance, discipline, or performance conversation, and no action shall be taken with respect to the MBU until a representative of the association is present, unless immediate action is necessary as in 16-3-B.

3-12 Complaints

Any complaints regarding a MBU which may have an effect on the MBU's evaluation, continued employment, or which may result in disciplinary action, shall be delivered to the MBU in writing. Where the original complaint was in writing, a copy of that written complaint shall be furnished to the MBU. Where the original complaint was either made verbally or based on the administrator's own observations, a detailed written summary of that complaint shall be furnished to the MBU. Delivery of either the written complaint or the written summary shall be within five (5) days of the administrator's learning of the complaint excluding days for which the MBU is absent. Said MBU 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 MBU. For purposes of this section, the term "complaint" means a statement that a MBU acted in an unsatisfactory or unacceptable manner. The term "complaint" does not include:
(a) an action observed or obtained by an administrator; (b) a statement made about the MBU from the District central offices, law enforcement, a state or federal agency, or news media; or (c) any concern associated with the MBU's certification.

ARTICLE FOUR

NEGOTIATION PROCEDURE

4-1 Recognition

The District recognizes the Association as the exclusive representative of all MBUs in the District and shall negotiate terms and conditions of employment with the Association in accordance with the following procedure:

4-2 Procedure

A. Both parties agree to negotiate in good faith. The obligation of good faith negotiations does not compel either party to agree to or to make a concession on a specific issue. The District shall make available to the Association the proposed budget for the next fiscal year as soon as it is available, including preliminary information concerning MBU salaries. The District shall provide the Association with public information requested by the Association.

B. Negotiations shall be conducted in closed session unless both parties agree to the contrary. Either party may designate its own representatives and may utilize the service of consultants.

C. Tentative agreement of individual items reached during negotiations shall be reduced to writing, dated and signed by the team's spokespersons. Tentative agreement of individual items shall be conditional upon the approval of the entire agreement by both parties. All tentative agreements negotiated by the negotiations team are subject to formal ratification by the members of the Association and adopted by the

District. After ratification by both parties, representatives of the District and Association shall sign the Agreement.

4-3 Timelines

Negotiations shall begin no later than March 1st. If no agreement has been reached by April 15th as a result of good faith negotiations, either party may declare an impasse and the issues in dispute shall be submitted to mediation/arbitration.

4-4 Impasse

A. Should the District and the Association be unable to agree within five (5) working days upon a mediator-arbitrator, the American Arbitration Association shall be requested to furnish a list of five (5) mediator-arbitrators from which the parties shall select a mediator-arbitrator in accordance with American Arbitration Association 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.

B. 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 Association only and shall set forth in the report the findings of fact, reasoning, and recommendations on the issues submitted. The report shall be advisory only and binding neither on the District nor 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.

4-5 Expiration

If the Association is decertified pursuant to the procedures in Article 4-6 or otherwise loses recognition, this Agreement shall be considered null and void upon its expiration date.

4-6 Decertification Petition

A. Petition

1. A Petition for an election to decertify the Association may be filed with the Superintendent by a MBU or a teacher organization.

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 teachers in the established unit.

d. A statement that the teachers in the established unit no longer desire the Association as their exclusive representative.

3. The petition shall be signed by at least 30 percent of the members in the bargaining unit.

4. The petitioner shall concurrently serve a copy of the petition upon the District by delivery to the Governing Board Office, upon the Association, and upon any other teacher organization known to claim to represent MBUs.

B. Election

1. Upon receipt of a petition for decertification, the Board may conduct a representation election under impartial auspices. The costs for such an election shall be shared equally by the petitioning organization and the District.

2. A petition shall not be considered whenever a representation election has been held within the 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 90 to 120 working days prior to expiration of the agreement to fulfill the requirement for receipt of a valid petition for decertification.

ARTICLE FIVE

GRIEVANCE PROCEDURE

5-1 Purpose

A. The District and the Association acknowledge that it is usually most desirable for the MBU and the immediate supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the MBU, a grievance may be processed.

B. The purpose of this grievance procedure is to secure equitable solutions to a claim in an equitable manner and at the lowest possible level.

5-2 Immediate Supervisor

A. In any school, the immediate supervisor is deemed to be the building principal, principal designee, or acting principal in their absence.

B. If a MBU works at more than one school, the immediate supervisor shall be deemed to be the supervisor with whom the grievance has been filed.

C. If a MBU is not assigned to an individual school, the immediate supervisor is deemed to be the administrator by whom the MBU is evaluated.

5-3 Level One

A. A MBU with a Level I grievance shall first present it orally and informally, with or without representative, to the grievant's immediate supervisor within fifteen (15) days following 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.

5-4 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 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 Director of Employee Relations, the grievant, and the Association.

5-5 Level Three

A. Within ten (10) days after receiving the written decision of the immediate supervisor (or within twenty (20) days from the date the Level I grievance was filed if there was no written response to the Level II), the grievant may, either in person or through the Association, submit a written appeal of 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. Level Three grievance 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 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 days of filing) when the Association representative and the grievant will be available.

5-6 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. TUSD's 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.

5-7 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 twelve (12) 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.

5-8 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.

5-9 Time Limits

A. Failure at any step in this procedure to communicate the decision on a grievance 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.

5-10 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.

5-11 Group Grievance

If, in the judgment of the Association representative, the grievance affects a defined group of MBUs, 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 Superintendent's designee in accordance with the Level I provision.

5-12 Hearing 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, including the grievant and/or their representative.

5-13 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.

5-14 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 upon request to the Director of Employee Relations.

B. Only the following grievance information may be placed in a MBU'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.

5-15 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 MBU shall be released from their work duties only for the time necessary to testify and **s**hall 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 SIX

ASSIGNMENT

6-1 Qualifications

A. MBUs shall not be required to accept assignments outside the scope of their state/national certification, endorsement, highly qualified or North Central requirements, if applicable. However, if an MBU has been teaching a particular subject or grade level, the MBU has a professional responsibility to meet the certification and highly qualified requirements as defined by the state. Failure to meet certification and qualification requirements may result in the District voiding the employment contract.

B. Any position for in-house suspension programs shall be filled with a teacher.

6-2 Site Assignments

MBUs shall not be required to accept assignments to more than five (5) schools/sites, with the following exceptions:

Direct Link – Exceptional Education Teacher	Nurse
Teacher (Distance Learning)	Occupational Therapists
Hygienists	Physical Therapists
Hearing Impaired Teacher – Exceptional Education Teacher	Visually Impaired Teacher – Exceptional Education Teacher
Job Development Instructor	

6-3 Split Schedule

No MBU shall be required to accept a split schedule.

6-4 Assignments

A. Assignments shall be based on:

1. TUSD curriculum;
2. Needs of students based on enrollment and registration;
3. Class sizes and staffing ratios as per the Consensus Agreement;
4. The MBU's stated preference, education, and experience.

B. The District may assign teachers to different subjects and/or grade levels within a school.

1. Exceptional Education teachers may not be moved between Exceptional Education salary schedules.

C. No assignment shall be arbitrary, capricious, or without basis in fact.

D. Any counseling or librarian vacancy shall be advertised and filled according to the Vacancy Recruitment and Selection process described in Article 7.

6-5 Initial Assignments for the Following School Year

A. No later than February 15 of each year, MBUs shall be asked in writing by the principal, designee, other appropriate District administrator, and/or department chairperson to identify their preferred assignment at their site(s), including the subject, grade level, extra duty assignments and/or schools (for MBUs assigned to more than one site).

B. No later than April 1, each MBU shall be notified in writing of their tentative assignment for the following year. Exceptions are:

1. May 15 for Exceptional Education MBUs; and
2. First contract day of the next school year for itinerant music teachers.

C. Itinerant Music Teachers

No later than their last contract day, traveling music teachers shall submit their suggested schedules for

the next school year to their site administrator(s) and the Assistant Director for Fine Arts. Tentative

schedules developed by the District for traveling music teachers will be provided to them by their first contract day. Traveling music teachers will have an opportunity for a consultation to suggest changes in their schedules prior to the opening of school.

6-6 Assignment Changes

A. Assignments shall not be changed without prior consultation with the MBU; however, if the assignment must be changed before the MBU reports to work the following year, and every reasonable effort has been made to consult without success, the MBU will then be notified in writing.

B. For Non-Exceptional Education MBUs assigned to more than one site, the addition, deletion, or exchange of less than 65 percent of site working time shall be an assignment change and not a transfer if it occurs prior to September 14 of each year. The addition, deletion, or exchange of 65 percent or more of site working time shall be a transfer. Any change of site working time after September 14 of each year shall be a transfer.

C. For Exceptional Education MBUs, any change in site working time before November 8 shall be considered an assignment change. In the event of an assignment change of an Exceptional Education MBU, the Exceptional Education MBU shall be provided two (2) working days "relieved of regular duties" to complete the assignment change.

6-7 Return from Leave

A. A MBU on a full-time leave for one school year or less, to include leave taken under FMLA will return to their previous site/school and will be assigned first in accordance with the provisions of this article.

B. MBUs on a fractional leave of absence will return to the site and FTE held at the time of their original request for a fractional leave.

C. Job Sharing

After expiration of a leave of absence granted for the purpose of job sharing, if vacancies do not exist at the site, Article 8 will apply.

ARTICLE SEVEN

VACANCY RECRUITMENT AND SELECTION

7-1 Vacancy Criteria

All qualified, eligible applicants may apply for vacancies during the specified posting period.

7-2 Posting Criteria

A. Each vacancy posting, except an extra duty vacancy, shall include:

1. School, position, grade/subjects or subject to be taught;
2. District, State and/or Federal Certification requirements;
3. District, State and/or Federal Endorsement requirements;
4. District and/or North Central Education and/or training requirements;
5. Performance Responsibilities, including programmatic needs; and
6. Date job begins.

B. All vacancies shall be posted on the TUSD website and in the Human Resources Department.

C. No vacancy notice shall be constructed in an arbitrary or capricious manner or without basis in fact.

D. MBUs returning from a Board approved Leave of Absence will be referred to the TUSD website or

provided a list of vacant positions at the time they submit the required paperwork to return to work.

7-3 Applicant Criteria

A. To be considered for a vacancy, the applicant must meet the following criteria:

1. District, State and/or Federal Certification requirements;
2. District, State and/or Federal Endorsement requirements;
3. District and/or North Central Education and/or training requirements;
4. District, State or Federal affirmative action requirements;
5. Performance responsibilities, including programmatic needs.
6. State requirements for transfer based upon the applicant's performance evaluation classification.

B. Vacancies shall be filled within twenty (20) business days from close of posting, except when there are not enough highly qualified applicants, the district is filling vacancies for the following school year, or there are more than fifty (50) applicants.

C. MBUs who have been subject to a reduction in force at their sites, and those who are at a site that has been declared a new school, may apply for posted vacancies.

D. Any MBU who is involved in a Plan for Improvement may be prohibited from transferring.

7-4 Vacancies Advertised from Labor Day through the End of the School Year:

Vacancies advertised from Labor Day through the end of the school year shall be filled with temporary contract new hires. If there are no qualified new-hire applicants, vacancies may be re-advertised for MBUs.

7-5 Filling Vacancies for the Following School Year:

A. By February 1: Letters of Intent to Re-Employ shall be issued to temporary contract teachers selected to fill a budgeted, vacant position at their site. MBUs on temporary contracts who are notified by February 1 of the District's intent to re-employ for the following school year are considered MBUs for the purpose of filling vacancies for the following school year. The decision as to issuance of a letter of intent to re-employ for the following school year is left to the sole discretion of the District.

B. By February 15: Vacancies shall be advertised for all new positions, positions created due to separations or leave of absence, and those not filled by temporary contract teachers (those not issued a letter of intent to re-employ by February 1).

C. Until July 1: MBUs may apply as voluntary transfers unless they have accepted a position for that year. After July 1, if all affected parties agree to a release, the transfer may be granted.

D. Unassigned MBUs whose positions have been eliminated at the site in the spring shall be assigned to the RIF pool. All highly qualified and appropriately certified candidates in the RIF pool shall be guaranteed an interview at the first recruitment event after April 1st.

E. TUSD will inform the TEA president of the date, time, and process for upcoming recruitment events. The first two hours of the recruitment event will be limited to MBUs in the RIF pool only.

7-6 Candidate Selection/Interviews for Vacancies For The Following School Year (Through June 30).

A. All MBUs who apply, meet the posting criteria, and are appropriately certified shall be forwarded for consideration to the hiring authority along with any other candidates who meet the same requirements. *All qualified* MBUs shall be offered an interview opportunity.

B. In order to be considered for the vacant position, the applicants shall make themselves available for the scheduled interview. Interviews during off-contract time may be conducted by conference call if the MBU requests and makes such arrangement prior to the scheduled interview time.

C. MBUs shall be allowed time off to interview for another Consensus Agreement position in TUSD.

D. The school council shall determine guidelines regarding the composition of the interview committee(s), based on the grade level and/or content area of the position advertised.

E. The site administrator will include the same interview committee members in all interviews for any one posting.

F. The site administrator shall then consider the choice(s) of the interview committee and may select a candidate from the referred applicants. If the administrator rejects the recommendation of the interview committee, they shall state in writing the justification for such decision to the committee. The interview committee shall then reconsider the previously interviewed candidates. The site administrator is responsible for the final recommendation of a candidate to fill a vacancy.

7-7 Candidate Notification

A. **1.** MBUs referred for interview will be notified of selection or non-selection within fifteen (15) days of the position being filled or withdrawn.

2. MBUs will receive written notification from the Human Resources Department when they have been selected to fill a vacant position. The MBU will have two (2) days from date of receipt to decline the position. Failure to decline denotes acceptance.

B. When a MBU has been selected as the successful candidate for a vacancy during the school year, the MBU shall be allowed two (2) working days to complete the transfer of their materials to the new location.

7-8 Extra Duty

A. All extra duty vacancies listed in Article 29 (except as provided in 7-8-C) shall be filled by MBUs, providing they meet the following criteria.

1. District experience requirements;
2. District, State or Federal Affirmative Action requirements;
3. Performance Responsibilities;
4. District, State and/or Federal certification requirements.

B. Each extra duty vacancy posting shall include:

1. School;
2. Extra Duty;
3. District, State or Federal Affirmative Action requirements;
4. District experience requirements;
5. Performance Responsibilities;
6. Stipend to be paid;
7. Date job begins;
8. District, State and/or Federal Certification requirements.

C. The five (5) most senior MBUs who apply and meet the posting criteria shall be forwarded for consideration to the hiring authority for any high/middle school coaching vacancy along with any other candidates who meet the same requirements. *No fewer than* three of the five most senior shall be an interviewed.

D. The following extra duty vacancies in elementary schools shall be posted only within the school where the extra duty vacancy exists: student council, vocal music and safety.

E. The following extra duty vacancies in middle schools shall be posted only within the school where the extra duty vacancies occur; audio visual; student council; newspaper and yearbook; and spirit line.

F. The following extra duty vacancies in senior high schools shall be posted only within the school where the extra duty vacancies occur; class sponsor; student council; Manager of Interscholastic Activities and Spirit Line. Head librarian, department chairperson, newspaper, yearbook and debate/speech shall be posted only within the school where the vacancy occurs if they are not combined with a teaching vacancy.

G. **1.** Only the following extra duty vacancies may be combined with teacher vacancies: Head librarian; department chairperson; middle and senior high school fine arts; and senior high school fine arts; and senior high school newspaper, yearbook, and debate/speech.

2. Extra duty positions that are combined with teaching positions shall be posted and filled in accordance with this Article. If more than one applicant meets the extra duty vacancy criteria for extra duty positions that are not combined with teaching positions, the appropriate administrator will make the selection.

H. No extra duty vacancy shall be filled in an arbitrary, capricious manner or without basis in fact. No extra duty vacancy notice shall be constructed in an arbitrary or capricious manner or without basis in fact.

ARTICLE EIGHT

INVOLUNTARY ASSIGNMENT/RELOCATION

8-1 District-Initiated Transfer Process

A. If the District determines that a District-initiated transfer is necessary, the faculty shall be informed as to the reasons for the transfer.

1. The Principal shall communicate the necessity for the transfer and request volunteers for a District-initiated transfer.

2. There shall then be two (2) DAYS in which to determine if a MBU wishes to volunteer to be a District-initiated transfer.

3. No District-initiated transfer from a site or program shall begin until the two (2) daytime period for volunteers has passed.

4. If more than one MBU meets the requirements for a voluntary DIT, then the most senior MBU shall be designated as the DIT. If only one MBU meets the requirements for a voluntary DIT, they shall be designated as the DIT.

5. In any event, a voluntary DIT will only be accepted as the DIT provided their transfer meets the criteria listed in Article 8-2-A.

B. A personal conference shall be initiated with the MBU designated as a District-initiated transfer by their immediate supervisor.

1. A written notice of transfer which states the reasons for the transfer will be provided to the DIT either at the conference or within five (5) days following the conference.

2. The reasons for transfer shall be discussed and the MBU shall have an opportunity to express any concerns regarding such transfer.

3. At said conference the MBU shall be informed of the following:

a. The economic, affirmative action and enrollment factors causing the decision to be made;

b. The factors causing that particular building, department or program to lose a MBU;

c. The factors causing that particular MBU to be transferred.

C. At said conference, MBUs that have been designated as a DIT will be referred to the applicant tracking system for a list of all positions available.

D. DIT Timeline

1. MBUs who are identified as DITs before the first contract day will rank in order all positions for which they are qualified. These positions will be filled with the most senior applicant, with the exception of schools designated as "New Schools."

2. MBUs who are identified as DITs after the first contract date of the school year up through September 14 will be transferred to a position for which they are qualified.

3. When a district initiated transfer happens in the fall, it shall take place no later than September 14. When a district initiated transfer occurs in the spring, it will not be effective until the following school year.

4. In the fall, MBUs transferred because of declining enrollment shall be given the right of first refusal in returning to the original site and/or program if enrollment increases and the position is re-opened prior to September 14.

8-2 Criteria

A. The criteria for transfers and relocations are:

1. Meet the economic, educational or affirmative action needs of the District.

2. Transfer shall not be used as a substitute for evaluation or disciplinary action.

3. Transfer in no way reflects on the competency or the qualifications of any MBU transferred for any reason.

B. Any MBU who is involved in a Plan for Improvement may be prohibited from transferring.

C. When it has been determined that a District-initiated transfer is necessary and there are no volunteers, the District shall utilize a combination of up to the most recent two year average of the MBUs Danielson components from Domains two and three of the evaluation, and their District Seniority points. Each component score will be added together across domains two and three and divided by 10 (total components) to create an average. This average along with the point value for District Seniority will be added together to determine the DIT score. MBU shall be provided with their score. Staff scores shall be made available to MBU without identifying information. In the event of a tie with the DIT score, total score from Domain three will be the deciding factor.

1. Danielson

Domains 2-3 total/10=average over most recent two years

2. District Seniority

0-5 years	1 point
6-10 years	2 points
11-20 years	3 points
21+ years	4 points

D. No District-initiated transfer shall be arbitrary, capricious or without basis in fact.

E. A MBU who is a District-initiated transfer shall not be required to be a District-initiated transfer again prior to the following school year.

8-3 Time to Complete Transfers or Relocation

A. Whenever a transfer, relocation, or an entire school is moved during contract days, MBU(s) shall be allowed two (2) working days relieved of regular duties to complete the transfer.

B. When a MBU has been designated as a District-initiated transfer during contract days, that MBU shall be given two (2) days off for the purpose of visiting schools at which vacancies exist, prior to specifying their preferred school assignment.

8-4 Relocation

A. Before the District makes a decision to move a class from one school site to another, the District will hold a meeting with all MBUs that might be affected by the possible relocation. The purpose of this meeting is to discuss the necessity of the possible relocation and to seek feedback from those that might be affected.

If the District does decide to relocate a class, a second meeting will be held to inform affected MBUs of the reasons for relocation.

B. If relocation occurs, the affected MBU has the choice of moving with their class or being designated as a DIT and placed in accord with Article 7 or 8. A MBU involved in a relocation must make their decision known within three (3) days of notification of such relocation.

8-5 Notification

TEA will be notified on a monthly basis, of MBUs selected to fill posted vacancies, their previous work site, the new work site, and status of the MBU prior to the assignment (long-term substitute, DIT, returning from leave, etc.)

8-6 Temporary Assignment

All MBUs who are District-initiated transfers or returning from leave of absence of more than one year may be temporarily assigned to positions other than posted vacancies, including substitute teacher positions, until they can be placed in a vacancy for which they are qualified. Such MBUs shall be placed in the first available vacancy for which they are qualified.

ARTICLE NINE

NORMAL WORKDAY

9-1 Duration

A. A normal workday for MBUs shall be a 7.5 hour day, excluding Nurses whose workday is 8 hours. Exceptions may include the provision as defined in Article 19-4, Staff Development, and parent teacher conferences that occur before or after school, but in no case shall the work week exceed 37.5 hours, excluding Nurses whose work week is 40 hours, nor shall student contact time be exceeded.

CONTRACT HOURS	**LUNCH** (*Free of all duties, including travel)*	**PLANNING** Elementary	**PLANNING** Middle & High Schools
5/5 (7.5 hours), 4/5 (6 hours),3/5 (4.5 hours)	Not less than 30 minutes	60 consecutive minutes	At least one period
½ (3.75 hours)	Not less than 30 minutes	30 consecutive minutes	30 consecutive minutes
2/5 (3 hours)	Not less than 30 minutes	30 consecutive minutes	30 consecutive minutes
1/5 (1.5 hours)		20 consecutive minutes	20 consecutive minutes

B. MBUs may be permitted to leave the building during any time for which they are not assigned a class with the authorization of the Principal or designee.

9-2 Dismissal

On days immediately prior to scheduled holidays or vacations, MBUs may leave after their students at their assigned worksite are dismissed.

9-3 Planning Time

A. Uninterrupted planning time sixty (60) consecutive minutes shall be provided daily within the normal workday for full-time teachers at elementary sites. Planning period adjustments may be made with the approval of the teacher if the adjustment does not decrease the number of minutes allocated for planning time.

B. At least one teaching period of uninterrupted planning time shall be provided each day for full-time teachers in middle schools and senior high schools. Planning period adjustments may be made with the approval of the teacher if the adjustment does not decrease the number of minutes allocated for planning time.

C. Uninterrupted planning time of at least sixty (60) minutes shall be provided daily within the normal workday for full-time MBUs not referred to in 9-3-A & B. Planning period adjustment may be made with approval of the MBU if the adjustment does not decrease the number of minutes allocated for planning time.

D. At the MBU's request, every reasonable effort will be made to ensure that the planning time for MBUs assigned to more than one site will be provided at the base school.

E. Planning time shall be free of any assigned activities, except where necessary for IEP activities, meetings with supervisors regarding evaluation observations, and parent conferences.

F. Voluntary in-services during planning periods may be held at the request of the majority of MBUs or at the administrator's suggestion with concurrence of the majority of MBUs in the building or department. All materials and written information distributed at voluntary in-services shall be made available to the faculty or department. Compensation for loss of planning period need not be provided if a MBU chooses to attend said voluntary in-service during a planning period.

9-4 Student Contact Time

A. MBUs shall not be required to plan instruction time in excess of 320 minutes per day in an elementary school exclusive of added duty instruction time.

B. For teachers assigned to more than one (1) site, the amount of student-teacher contact time **s**hall not exceed 300 minutes per day.

9-5 Field Trips

The District shall provide transportation and necessary substitutes for any approved field trips. When funds for field trip substitutes are not available, teachers may provide unpaid voluntary in-house coverage in lieu of substitutes. Approval for field trips will be given in writing.

9-6 Parent Conferences

A. **1.** Elementary and exceptional education schools shall be dismissed early a minimum of four (4) half days during the school year to grant teachers time for parent-teacher conferences.

2. Middle school students shall be dismissed early a minimum of three (3) half-days during the school year to grant teachers time for parent-teacher conferences.

3. High school students shall be dismissed early a minimum of two (2) half-days during the school year to grant teachers time for parent-teacher conferences.

B. On parent teacher conference days, students shall be dismissed three hours early.

C. On parent conference days at any school level, MBUs may be assigned a "split" day, with up to one half of the teacher's normal workday allotted to evening parent-teacher conferences. The normal starting

time of the workday shall not be changed for parent-teacher conference days or faculty meetings without the consent of a majority of the MBUs.

9-7 Preparations

A. Middle and High school teachers shall have no more than three (3) preparations per day without the approval of the teacher. A core block will be considered one preparation.

B. Exceptional Education teachers in self-contained settings, Stand Alone 7-8 teachers at K-8 schools, and Stand-Alone sixth (6^{th}) grade teachers at K6 schools are exempt from these provisions.

9-8 Staffing Outside the Normal Workday

MBU who are required to attend staffings outside the normal workday will be compensated at the same rate as that applicable to loss of planning period.

9-9 Evening Events

Attendance at one open house and one other scheduled student performance/activity (excluding athletic events) by MBUs shall be part of their professional responsibilities without additional compensation. A sign-up list of scheduled activities will be posted in each school. MBUs will not be assigned student supervision responsibilities at such activities.

9-10 Traveling Coaches

Any day during the coach's season on which a coach's planning period falls on the last period of the normal school day, the coach may use the planning period for travel to the coaching site, provided there are no educational activities requiring their presence. If a coach does not have a planning period on the last period of the normal school day, the coach may travel to the coaching site immediately following the dismissal of students.

9-11 Registration

Teachers, excluding counselors, in elementary and middle schools shall not be required to participate in the registration of students for more than two (2) hours. The two (2) hour period may be any time during the three-day period preceding the opening day of school.

9-12 High School and Middle School Teaching Periods

A. No high school or middle school teacher shall be required to teach more than five (5) periods of more than fifteen (15) minutes in duration per day, except as specified in Article 21-4.

B. No MBU shall have more than one regular period of fifteen minutes or less per day.

C. Advisory/Conference Period: Schools with grades 6-12 may establish during the day advisory/conference periods once a week or more. To determine schedule, number of students per section and frequency, Administration shall seek school council recommendation. MBUs shall not be responsible for planning lessons or instruction. In order to track student location and participation, it may be necessary for teachers to take attendance during this time. This would not extend the regular 7.5-hour workday and would not affect the planning period and would not be eligible for over cap.

ARTICLE TEN

SAFE WORKING CONDITIONS

10-1 A. No MBU shall be required to work in any location which has been determined to be hazardous to one's health and/or safety by the proper authority, i.e. building administrator, health inspector, fire inspector, District engineers, District medical doctor, etc.

B. When buildings or classrooms are closed because of emergencies, unsafe or hazardous conditions, MBUs may be temporarily reassigned to different locations until such time as the emergency or condition is rectified. No MBU shall suffer a loss of pay resulting from such emergencies or conditions.

C. When it is required that a MBU conduct classes in another school because of any emergency or unsafe or hazardous condition for more than five working days, that MBU shall be given one day of released time to establish the new classroom. The District shall provide assistance in moving supplies to the new school. The same released time and assistance shall be provided when the class is returned to the original school.

ARTICLE ELEVEN

FACILITIES, EQUIPMENT and MATERIALS

11-1 Instructional Facilities

A. All areas which are used for purposes of instruction or instructional preparation shall be adequately heated, cooled, cleaned, and maintained. These areas will also include a desk and chair for the MBU. In the event that temperatures become a detriment to the instructional process, every reasonable effort shall be made to remedy the problem, including but not limited to the provision of additional heating/cooling units.

B. MBUs shall not be required to change teaching stations within a building more than twice per day unless program or facilities necessitate otherwise.

C. Space shall be provided for each MBU within each instructional area to store their instructional materials and supplies. Space with lock and key shall be provided to store personal articles.

D. Board space shall be provided in every classroom. Necessary consumable teaching materials including paper shall be provided. Replacement of instructional material necessitated by an emergency shall be completed within five (5) days. Typing, word processing and duplicating facilities to aid the MBUs in the preparation of instructional materials shall be provided.

11-2 Lounge

A. An area shall be provided in each school for the exclusive use of MBUs and classified employees as a staff lounge. The lounge shall be adequately heated and cooled.

B. The District shall provide a telephone in the area used as a staff lounge, for the use of MBUs and classified employees to make local telephone calls.

11-3 Offices

A. During the normal workday, department chairpersons shall be assigned space for their use.

B. MBUs whose job requires confidentiality shall be provided working space and access to a telephone where privacy is available.

11-4 Keys

MBU shall be provided with a key to their classroom. Keys shall be issued on the school site on one designated day during the three (3) pre-service days.

11-5 Facilities, Construction and Maintenance

A. No MBU shall be required to create, construct, or maintain facilities.

B. All athletic facilities will be prepared for all approved interscholastic competition by non-MBUs. Said

preparation will take place prior to approved interscholastic competition.

C. Playgrounds will be maintained such that safe conditions exist.

D. MBUs shall not be responsible for major repairs beyond identifying and reporting required repairs.

11-6 Record Keeping

In the event records are destroyed due to an act beyond a MBU's control, the District shall provide clerical assistance to the MBU to help replace the records.

ARTICLE TWELVE

CALENDAR

12-1 There will be no more than two hundred and seven (207) contract days except in the event that the number of working days are not completed by the last scheduled working day of the school year, sufficient additional teaching days shall be scheduled by mutual agreement of TEA and the District in order to meet that requirement. (For the 2020-2021 contract year, New Teacher Induction contract days shall be increased to include the days of Teacher Induction.)

Contract days shall include:

A. No more than 180 teaching days.

B. At least three (3) preparation days for planning, in-service, and pre-service activities.

C. At least three (3) grading days for the exclusive use of the teacher to compile grades and/or complete related activities, and/or attend voluntary in-service activities.

D. At least one (1) day at the end of each year for compilation of grades, completion of year-end activities, and preparation for the following year.

E. Twenty (20) holidays/vacation.

12-2 A. No meetings and/or in-services will be required on grading days, except when at least 80% of the MBUs at a site vote to have meetings and/or in-services at their site on a grading day. In-service activities may, in any event, be provided on grading days on a strictly voluntary basis for each MBU.

C. Any and all materials and written information distributed at voluntary in-services shall be distributed to the faculty or department.

ARTICLE THIRTEEN

EVALUATION

13-1 Purpose

The purpose of this procedure is to evaluate the progress and success of both newly employed and experienced MBUs for the purpose of improving instruction and services. Evaluation also provides the basis for administrative decisions. Such decisions may include the employment of personnel, their assignment, the movement to continuing status, or termination. If any conflict arises between the language of this Article and the Teacher Evaluation Process adopted by the Governing Board under Arizona statute, the Teacher Evaluation Process shall govern for the purposes of discipline, assignment, renewal, or termination of teachers.

13-2 Evaluation Instrument and Process

A. The District shall ensure that the evaluation system is in accordance with State law and shall develop the instrument in collaboration with TEA.

B. Orientation **-** The evaluator of the teacher(s) will conduct an orientation and provide materials outlining the evaluation process. This will be done by the principal or supervisor in a group setting prior to the first teaching day of each school year. The difference between evaluation and observation will be discussed during this time.

C. Conference - Beginning of the Year – By the end of the first quarter**,** the teacher and the evaluator will meet to discuss the evaluation process. Discussion must be about the teacher's goals and objectives for the classroom/school; measurable targets; standards for performance; pertinent student academic progress data; the analyses of parent and student survey data; and previous evaluation results.

1. It is important to consider the context in which the evaluation occurs. The experience level of the teacher should be taken into consideration. The performance of a novice teacher (a teacher new to the profession with fewer than three years of experience) is likely to be different from that of a more experienced teacher (a teacher with three or more years of experience) or reassigned teacher (a teacher who has been newly assigned to a grade, a content area or a school). Discussion of context should occur in the first conference.

2. The descriptions of the performance classification levels should be reviewed and discussed based on the goals being set during this conference.

3. During this initial conference, the evaluator and the teacher will review the teaching practices identified in the Danielson Domains. It is suggested that the components associated with each Danielson Domain be reviewed and discussed. The evaluator and teacher should be clear as to the expectations in each domain.

4. Throughout the year the teacher will work on established goals and collect evidence of success for future discussion with the evaluator. Scheduled and/or announced observations and/or conferences may also occur during this time.

D. The first formal observation will be scheduled. A conference should precede this formal observation for the purpose of identifying the details of the upcoming observation. Lesson plans will be shared, activities described, materials identified, teacher self-review discussed, etc. This individual conference will be completed face to face. This is an appropriate time for the informal observation and teacher self-review to be discussed.

E. Teacher Self-Review **-** This process is completed by the teacher in preparation for the evaluation process. The teacher reflects on their professional skills and knowledge as they relate to the InTASC Standards. This may be completed through a reflection including the domains of a framework utilized in the observation process. The Teacher Self-Review will be completed by December 1st of each year.

F. Formal Observation #1 **-** Observation of a complete and uninterrupted lesson.

G. Post Observation Conference #1 **-** The purpose of this meeting is to identify areas of strengths and opportunities for improvement based upon documentation provided to the teacher. Plans, activities and/or strategies to help improve student academic performance and non-academic performance should be the outcomes of this conference. Announced observations/conferences may also occur during this time.

H. Pre–Observation Conference #2 **-** An optional conference, may precede the second formal observation for the purpose of identifying the details of the upcoming observation. Lesson plans may be shared, activities described, materials identified, teacher self-review discussed, etc. This conference shall be held if: a) a teacher scores 29 points or less in Domains 2 & 3; or b) upon teacher request.

I. Formal Observation #2 -Observation of a complete and uninterrupted lesson. Required for teachers who score 29 points or less in Domains 2 & 3 from the first observation or by teacher request. This is an announced observation in which the teacher has been given a date range of no more than two weeks.

J. Post–Observation Conference #2 – This is the teacher evaluation conference that may complete the evaluation cycle. - If this is the final Post Observation Conference, the summative evaluation document shall be prepared and presented to the teacher at least one day before conference. This may be done electronically through the evaluation management system. A review of data and other evidence of the teacher's performance is done at this time. The identification of future actions for teacher improvement/growth will also be determined. The teacher evaluation and performance classification are forwarded to the Assistant Superintendent. It is acceptable that the student achievement data being used in the evaluation process lags one year and represents prior year data.

13-3 Observation/Evaluation Procedure – Teachers

A. Observations shall be conducted only by qualified evaluators. Input into evaluations may be provided by other appropriately qualified evaluators. Each formal observation of performance will be made in person for an uninterrupted lesson. All monitoring and observations of the performance of a MBU will be conducted openly and with the full knowledge of the MBU.

B. In high schools, the MBU and administrator may request that the department chairperson observe the MBU's performance and also provide a written statement of the observation to the MBU and administrator. The department chairperson will not observe for the purpose of evaluation without prior knowledge and consent of the MBU. The administrator will continue to have full and final responsibility for the written evaluation.

C. The initial observation will be pre-arranged by the evaluator and the MBU.

D. Information from MBUs who have been assigned to assist MBUs shall not be used as a basis for teacher evaluations.

Status of Teacher	Minimum Number of Annual Formal Observations	Minimum Length of Formal Observations	Minimum Elapsed Time Between the First and Last Observation	Observation Deadlines per Semester	Summative Evaluation Completed
Teachers	1	Complete uninterrupted lesson	60 Days	December 1 May 1	May 15
Teachers Scoring 30 Points or More on First Observation	1	Complete uninterrupted lesson	60 Days	December 1 If a second observation is requested it must be completed by May 1	January 31

I. For all teachers, the evaluation shall include a minimum of one observation no later than December 1. If a teacher scores 29 points or fewer in domains 2 & 3 on the first observation, or if teacher requests an additional observation, a second observation shall take place no later than May 1st.

a. Should the first observation not be completed by the December 1 deadline and a second observation occurs, only the components that scored below a three will be observed and scored.

II. Each formal observation shall be followed by a conference. Teachers will complete teacher self-review by December 1.

III. By January 15th of each year, the evaluator will complete domains 1 & 4 for those teachers who scored 30 points or more in domains 2 & 3 on their first observation.

IV. Evaluators shall complete each teacher's final summative evaluation no later than May 15 for teachers who score fewer than 30 points and no later than January 31 for teachers who score 30 points or more. The final evaluation shall be signed by the teacher at the final conference. The signature of the teacher indicates only that teacher has seen the statement of evaluation but does not necessarily indicate agreement with the contents of the statement. No teacher shall be required to sign a blank or incomplete evaluation form.

V. There shall be only ONE final evaluation document for teachers unless there is a plan for improvement which requires a second evaluation.

13-4 Rebuttal or Response; APPEALS

A. In the event that the MBU believes the evaluation is incomplete or unjust, the MBU may file a response or rebuttal in writing within ten days of the receipt of the evaluation document. The rebuttal or response shall be attached to the evaluation placed in the personnel file.

B. In the event that the MBU believes the evaluation is incomplete or unjust, the MBU may file an appeal to the joint TUSD/TEA appeals panel. The appeal must be filed by May 31st and provide supplemental evidence to the hearing panel within 10 days of filing the appeal.

13-5 Performance Improvement Conversations

Following classroom observations, when deficiencies in performance are recognized, the supervisor will give informal verbal feedback, which are verbal recommendations for improvement. The purpose of such conversations is to encourage the employee to utilize a variety of strategies to improve performance. Both the supervisor and the employee shall identify additional strategies pursuant to TUSD policy regulation GCO as agreed by TUSD and TEA.

13-6 Plan for Improvement

A. When an evaluation score classifies a certificated teacher as ineffective (or developing or lower for two consecutive evaluation periods), the teacher must be placed on a Plan for Improvement and a written preliminary notice of inadequacy of classroom performance shall be issued to the teacher unless the teacher meets the criteria for an exception as set forth in Governing Board Policy GCO.

B. Within thirty (30) calendar days from the plan start date, the MBU may request additional observation by the principal or an outside evaluator.

C. TEA shall select an objective and qualified evaluator from a comprehensive list published by TUSD September 30th with input from TEA.

D. Written plans for improvement will be provided when performance improvement strategies have not resulted in the deficiencies being corrected. MBUs for whom a plan for improvement is required, shall have the opportunity to suggest content for that plan prior to its finalization by the supervisor. The plan for improvement shall be written in accordance with state statutes and shall provide assistance to the MBU such as, but not be limited to:

1. Demonstration;

2. Direction of the MBU toward a model for emulation, allowing opportunities for observation and consultation;

3. Initiation of conferences with evaluator and MBU to plan positive moves toward improvement of the MBU's performance.

4. Guidance for the MBU toward professional growth may include opportunities to attend workshops, in-services or conferences which will lead to professional growth in areas identified as deficiencies;

5. Observation, continued and sustained, by the evaluator to note date-to-day lessons and their inter-relationships;

6. Maintenance and expansion of the collection of professional literature with assigned reading, designed to suggest possible solutions to identified problems.

13-7 Eavesdropping

The use of eavesdropping, public address, or audio systems, and similar surveillance technology shall be strictly prohibited. However, 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 surveillance in a location where employees or students have a reasonable expectation for privacy.

13-8 Personnel File(s)

A. A MBU shall have the right to review the contents of their personnel file(s) and to receive a copy of each at District expense. A MBU shall be entitled to have a representative of the Association accompany them during such review. A MBU shall have the right to indicate those documents and/or other materials in the file(s) which may be obsolete, inaccurate or otherwise inappropriate to retain. Upon written request of the MBU to the Director of Employee Relations, said documents shall be reviewed by the Superintendent or the designee, and if, in fact, they are obsolete, inaccurate, or otherwise inappropriate to retain they shall be destroyed.

B. A MBU may provide a representative with a signed, dated permission statement allowing a designated representative to have access to and copy (at reasonable cost) the content of the MBU's official personnel file. Such permission shall be no longer than ten (10) days from the date of the signed permission statement. All representatives shall process such statements through the Chief Human Capital Officer prior to accessing the MBU's official personnel file.

C. No materials derogatory to a MBU's conduct, performance, character or personality shall be placed in the personnel file(s) unless the MBU has had the opportunity to review the material. The MBU shall acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The MBU shall also have the right to submit a written answer to such material which shall be reviewed and signed by the Superintendent or the designee and attached to the file copy(ies). The signature of the Superintendent or the designee shall in no way indicate agreement with the contents thereof.

13-9 Non-Renewal

A. Non-renewal of teachers for performance deficiencies shall be in accordance with state and federal statutes.

B. Failure to re-employ non-certified MBUs for performance deficiencies shall not be without just cause. Non-renewal may be appealed by filing a grievance at Level III.

13-10 Procedure – MBUs also acting as Head High School Coaches and Middle School Coaches

A. MBUs in extra duty assignments remain in probationary status for the first three years of that assignment. This probationary period may be extended by mutual agreement between the District and the MBU.

B. Prior to the beginning of each coaching season, the evaluator shall meet with coaches for the purpose of orienting them to the total evaluation plan and shall supply a copy of the evaluation instrument to each coach.

C. Prior to the first scheduled event, the coach will complete the appropriate sections of the evaluation form, setting forth goals and objectives for the season, and return it to the evaluator.

D. During the season, the evaluator will observe the coach at least once during practices, and at least once during events.

E. The evaluator will meet with the coach within fifteen (15) days after the end of the season to complete the evaluation.

F. The evaluator and coach will sign the evaluation form. The coach's signature indicates only that the coach has been the statement of evaluation but does not necessarily agree with the contents of the statement. No coach shall be required to sign a blank or incomplete evaluation form.

G. The evaluator may request input regarding the coach's performance from the Athletic Director. Only administrators shall evaluate coaches.

H. Only the following provisions of this agreement will apply to high school and middle school coaches: 13-1 Purpose; 13-4 Rebuttal or Response; 13-7 Eavesdropping; 13-8 Personnel File(s); 13-10 Procedure for Middle and High School Coaches; 3-11 Representation and 3-12 Complaints.

I. The non-renewal or dismissal of any MBU from a coaching position for performance deficiencies shall not be arbitrary, capricious or without just cause.

ARTICLE FOURTEEN
CLASSROOM CONTROL AND STUDENT DISCIPLINE

14-1 A. The MBU has a primary responsibility for facilitating learning and maintaining discipline in the classroom. A MBU may exclude a disruptive student from the room, in accord with A.R.S.-15-841. The student may be removed from the classroom for 30 minutes or the duration of the period, provided it is consistent with the GSRR and the USP. The student will be provided with work in an academic setting.

B. Prior to the first day of class, every MBU shall be provided with a copy of the school's student discipline procedure. MBUs can access a copy of the TUSD student rights and responsibilities document on the TUSD website. Said policies must make provision for student exclusion even in the case of administrative absence.

C. A teacher may remove a pupil from the classroom if either of the following conditions exists:

1. The teacher documented that the pupil has repeatedly interfered with the teacher's ability to communicate effectively with the other pupils in the classroom or with the ability of the other pupils to learn.

2. The teacher has determined that the pupil's behavior is so unruly, disruptive or abusive that it seriously interferes with the teacher's ability to communicate effectively with other pupils in the classroom or with the ability of the other pupils to learn.

D. If, after discussion of the matter with the principal or the designee, the MBU objects to the readmission of the disruptive student to the classroom, the matter will be referred to the Placement Review Committee. The Committee shall be composed of two (2) teachers who are selected by the faculty members and one (1) administrator. The faculty members shall select a third teacher as an alternate member of the committee. If a committee member is the teacher refusing to readmit the disruptive student, the alternative member shall replace that teacher on the committee determining that student's readmission. The principal shall not return the disruptive student to the classroom without the teacher's consent until the committee determines it is the best or only practical alternative. The process for determining placement of a pupil in a class, or replacement in an existing class shall not exceed three (3) days from the date the pupil was first removed.

14-2 When a MBU has been assigned a student known to have serious and chronic behavioral problems that are disruptive of the learning environment transferred from another TUSD school for behavioral or disciplinary reasons", the MBU, the appropriate administrator, and other involved supportive personnel, or the child study team shall meet within ten (10) days of when said student is identified and brought to the attention of the appropriate administrator or counselor to develop mutually satisfactory methods of dealing with the problem, including but not limited to, appropriate class size.

14-3 A MBU may within the confines of State law and Governing Board policy protect themselves or other persons.

14-4 When it has been determined that a student has physically assaulted a MBU, an immediate short-term suspension will be imposed upon the student and the process for long-term suspension/expulsion shall begin forthwith.

14-5 When it has been determined that a student has damaged or destroyed the personal property of a MBU while on school premises or school duties, the District shall seek restitution from the student to compensate the MBU for their loss.

14-6 When an MBU and the site administrator have mutually determined that the MBU has been physically assaulted by a student, the MBU will be allowed up to two (2) days leave, not charged to the MBU.

14-7 When an MBU and the site administrator have mutually determined that the MBU is in imminent physical danger through verbal, written or physical assault, the MBU may be allowed up to two (2) days leave not charged to the MBU.

ARTICLE FIFTEEN
SITE REDUCTIONS/DISTRICT REDUCTION IN FORCE

15-1 State Law

In accordance with ARS §15-544, the Governing Board may utilize reduction in staff in order to effectuate economies in the operation of the District or to improve the efficient conduct and administration of the schools.

15-2 Determination

Each site, through the budgeting process, shall determine any site reductions in accordance with the following procedure:

A. Project the enrollment and program needs. Program area is determined by both an MBUs classification and assignment. Assignment refers to classroom or non-classroom for elementary schools and content area for secondary schools;

B. Determine the present staff in each grade and/or program area;

C. Determine the certification of all MBUs and/or the education and experience of MBUs for assignments with neither specified certification nor educational requirements;

D. Estimate the following year's staff including those MBUs returning from leaves of absence and adjusting for those MBUs retiring, resigning, taking a leave of absence, taking a sabbatical, being discharged and being transferred to non-bargaining unit positions;

E. Project staffing needs based on enrollment, program needs and the class size and staffing articles in this Agreement;

F. Upon request, all of the above information shall be delivered to the association by April 8. If there are any changes to the above information, upon request the updated information shall be delivered to the Association by April 30 of each school year.

15-3 Site Reduction Process – Priority Of Selection

When it becomes necessary to reduce employees at any given site, the District shall follow the process as defined by TUSD Governing Board policy regulation GCQA-R, "Reduction in Force Guidance."

15-4 School Closures or Restructuring

A. If the district determines that a school is to be closed or restructured, the faculty shall be informed in writing as to the reasons for such action. Every effort will be made to do so by February 1.

B. All affected MBUs will be placed in the RIF pool and may apply for openings.

C. All highly qualified and appropriately certified candidates in the RIF pool shall be guaranteed an interview at the first recruitment event.

15-5 Reduction In Force

A. Certificated MBUs

MBUs who do not secure a position by the last Friday before the end of the school year, shall be subject to a reduction in force.

B. Licensed MBUs

If a reduction in force is necessary for licensed MBUs, those MBUs whose licenses, or if applicable, certifications are expired shall be RIFed first. If further reductions are necessary, then such reductions will be made within those programs on the basis of seniority.

C. Exemptions

No MBU shall be subject to a reduction in force during a school year for which the MBU has signed a contract.

15-6 Notification

A. MBUs subject to the reduction in force shall be notified in writing no later than the last Friday before the end of the school year by first class mail or hand-delivered by the administrator.

B. All RIFed bargaining unit employees shall receive a letter from the District stating that the loss of their positions was due to a reduction in force. The District shall, upon request of the individual, send a duplicate of this letter to any placement or personnel file. Said letter shall automatically be placed in the personnel file of the RIF bargaining unit employee.

C. The Association shall receive a list of employees sent notification of the reduction in force along with each MBU's area(s) of certification and education and experience including their seniority ranking.

15-7 Recall Procedure

A. 1. Seniority

When the district determines that there will be budgeted, available positions, highly qualified appropriately certified RIFed MBUs will be recalled in order of bargaining unit seniority, according to the articles of this agreement. The individual being recalled shall contact the principal at the new school. The principal shall communicate the expectations for all teachers at that school. The MBU shall then communicate to human resources whether the position will be accepted or if the MBU would prefer to remain on the RIF recall list.

2. Seniority List

A list of the total MBUs in the District shall be compiled starting with the MBU having the most seniority and continuing to the MBU with the least seniority. The seniority list shall also itemize, after each name, each MBU's area(s) of certification. The seniority list shall be delivered to the Association by October 1 of each year. MBUs shall have the right to challenge their placement on the seniority list.

B. Preliminary Notice
The district human resources office shall first give notice of recall to MBUs by phone.

C. Response
Members of the bargaining unit (MBUs) shall accept or reject the offered position within forty-eight (48) hours from the receipt of the recall opportunity. If the MBU does not respond within forty-eight (48) hours, the job offer will be rescinded. Reduction in force (RIF) MBUs may decline up to three (3) recall opportunities. MBUs that reject (3) recall opportunities shall be removed from the recall list.

D. Official Notice
The District shall give written notice of recall by email to their last known email address, or by sending a first class letter. The association shall be notified in a timely manner about who has been recalled. The recall letter shall specify the position which is vacant, including the site, assignment, and full-time equivalency for the position. It shall be the responsibility of such MBUs to notify the District of any change in address, additional certification, or additional educational units. RIFed MBUs with expired fingerprint clearance cards, certifications and/or required endorsements shall be removed from the RIF list.

E. Full-Time/Part-Time Positions
MBUs who were previously assigned to part-time and full-time positions shall be recalled to full-time positions. Full-time MBUs shall have the option of accepting or rejecting any part-time positions that may exist without jeopardizing their recall status for any full-time position. Part-time MBUs shall have the option of accepting or rejecting any full-time positions that may exist without jeopardizing their recall status for any part-time position.

F. Qualifications for Recall
RIFed MBUs shall specify in writing the grade level, program and subject matter for which they wish to be considered for recall. MBUs shall have the right to limit the positions for which they will be considered for recall.

15-8 Recall Rights

A. Other Employment
If a MBU has secured employment elsewhere, they shall continue to retain recall rights, for a period of six (6) months unless the MBU expressly withdraws in writing from the recall list.

B. Benefits
All benefits to which MBUs were entitled at the time of their being released due to a reduction in force, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to MBUs upon their return to active employment, unless such benefits have been paid out as a separation benefit. Healthcare benefits shall become effective the first day of the month, following the month the MBU has been recalled. MBUs shall retain their placement on the salary schedule.

C. Recall List
The District shall maintain, as public record, a list of all MBUs who have retained recall rights. The recall list shall include the MBU's name, classification title, certification, highly qualified status, and date of hire into the District. A MBU shall remain on the recall list for at least two years after the effective date of layoff, unless the MBU waives recall rights in writing and/or resigns in writing to the District.

D. Grievances
The Association shall have the right to file a grievance for MBUs who are not recalled if it appears that their re-employment rights have been violated. Upon request, the District shall provide the Association with the current list of those MBUs who have retained recall rights, along with each MBU's area(s) of

certification, and the education and experience of MBUs for assignments with neither specified certification nor educational requirements, and their seniority ranking by February 15 of each year.

ARTICLE SIXTEEN
NON-DISCIPLINARY ACTIONS, DISCIPLINE & DISMISSAL FOR MISCONDUCT

16-1 Rules

A. Violations by MBUs 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 a MBU for a violation of the rules, regulations, or policies of the Governing Board.

C. A MBU 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 MBU's 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.

16-2 Non-Disciplinary Action

Supervisors will utilize non-disciplinary action as a means to counsel and instruct MBUs 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 MBU 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 MBU that there may be a need to take further disciplinary action should the conduct continue or repeat.

2. When an MBU 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 MBU, 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 MBUs file(s) in the six-month period following the letter of direction.

16-3 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 MBUs 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. MBU is charged by criminal complaint, information or indictment of any criminal offense which would be deemed cause for dismissal.

2. The MBUs 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 MBU, the MBU 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 MBU by a supervisor, shall be conducted in private. No MBU shall be reprimanded and/or disciplined in the presence of pupils, parents, other employees, or the public.

16-4 Letters of Reprimand

Upon determination by a supervisor that there exists cause to impose discipline, the supervisor will notify the MBU via district email or hand delivery of the intent to impose discipline and schedule a meeting for issuance of the Written Reprimand. The MBU may waive this meeting within two (2) days of receiving the notice of intent to impose discipline by requesting the Written Reprimand be emailed to the MBU. An MBU's waiver of the meeting for the Written Reprimand is not intended to limit a supervisor's discretion to meet with the MBU to discuss performance and expectations. 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 MBUs official personnel file, one copy will be given to the MBU, and one copy will be retained by the supervisor.

16-5 Suspension

If infraction(s) persist(s) or if the conduct is sufficiently severe warranting further discipline, the MBU will be notified and a meeting scheduled to give the MBU 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 MBU, and a copy will be placed in the MBUs official personnel file.

16-6 Pre-Termination Hearing

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

16-7 Termination

If the decision is to terminate the MBU, the decision will be communicated by U.S. mail. The MBU will be paid through the termination date which shall be no earlier than the day following the Pre-Termination Hearing. Termination of a teacher, and the right to a hearing, shall be in accordance with A.R.S. 15-539. For non-teacher MBUs, 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 employee 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 MBU receives a disciplinary action they do not agree with, the grievance process may be utilized to achieve a fair and impartial outcome. For teacher MBUs, the grievance process shall not delay the termination process according to A.R.S. 15-539.

16-8 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 II of this Agreement. See Tucson Unified Governing Board policies for most up to date version of policy and exhibit.

16-9 Written Reprimand Retention

At the request of the MBU, 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 MBUs 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 MBU and provided no additional reprimands have been issued during this period.

D. After five (5) years, and at the request of the MBU, the Employee Relations Director may agree to conduct a hearing to determine if a suspension can be removed from the requesting MBUs file in instances where accumulation of minor infractions resulted in suspension, and assuming no similar action has been documented.

16-10 Participation

MBUs 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 SEVENTEEN

ACADEMIC FREEDOM

17-1 Classrooms

A. Academic freedom shall be guaranteed to MBUs within the District's instructional program and no limitation shall be placed upon the study and investigation of facts and idea except where contrary to statute or board policy.

B. The MBU may exercise full political, religious and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of their professional position.

C. Academic freedom guaranteed to a MBU requires that material presented to students be relevant to the course and appropriate to the maturity level of the students. MBUs shall at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions.

17-2 Materials

If an individual or a group attempts to exclude any District approved textbooks, library materials or Supplementary materials, the District shall act as follows:

A. All complaints regarding the use of any such materials shall be submitted to the Superintendent or designee in writing and signed by a resident of the District;

B. A committee of parents, MBUs and administrators shall be appointed by the Superintendent or designee. The committee shall review the complaint and submit a written recommendation to the Superintendent or designee;

C. The Superintendent or designee shall review the committee's recommendation and take appropriate action;

D. Any disputed materials shall remain in use in the District until the District takes formal specific action to remove the materials.

17-3 Personal

Except as provided under Article 16-3-C, the personal life of a MBU outside the normal workday or other school related activities is not an appropriate concern of Tucson Unified School District.

ARTICLE EIGHTEEN

HOLD HARMLESS

18-1 In the event the Board or an administrator overrules a teacher's professional judgment rendered in accordance with District policy concerning grades, promotions, retentions, the teacher shall be held harmless against all claims, demands, suits, or other forms of liability made against them by reason of such action. The teacher shall be provided written documentation within ten (10) days of such action.

ARTICLE NINETEEN

PROFESSIONAL AND STAFF DEVELOPMENT

19-1 Required Workshops

A. Travel Expense

If the District requires a MBU's attendance at any course, workshop, seminar, conference, or in-service training session, payment will be made for associated tuition and/or travel expense costs, except that no reimbursement will be made for travel expense within the Tucson metropolitan area. Attendance at such

sessions will not be allowed for professional development stipend.

B. Compensation
For time spent in attendance beyond the regular work week or contract year, MBUs involved in required workshops shall be compensated at the MBU's daily/hourly rate. This hourly rate is based on the MBU's scheduled annual salary, exclusive of extra pay for extra service.

C. Recertification Documentation
For state recertification purposes, TUSD will provide documentation for activities completed during staff development Wednesdays or any other required workshop.

19-2 Voluntary Workshops
Nothing in the foregoing shall preclude a MBU from participating in any voluntary program upon terms mutually agreeable to the District and the MBU. All voluntary workshops shall be prominently advertised as voluntary.

19-3 Professional Development
1. TUSD shall allocate the remaining balance from the Professional Development Fund in 2025-2026 to continue to be available for reimbursement or compensation for certificated staff for the 2026-2027 contract year only.
2. Staff will be reimbursed or compensated under the guidelines established by the Joint TUSD/TEA Professional Development Committee.
3. The reimbursement amount will not exceed $500 per current school year (which includes course work from July 1st through June 30th.
4. TUSD and TEA shall jointly publish all criteria and procedures established by the Joint TUSD/TEA Professional Development Committee.

19-4 Staff Development During Contract Time
The purpose of staff development is to improve student learning by creating a collaborative environment among the staff at each site.

A. The principal and school council, with recommendations from the faculty and staff, shall review and approve the use of time during the contract day and work week to accommodate a sufficient amount of time to provide quality staff development.

B. Full-time MBUs who do not attend a mandatory staff development training held during the employee's normal workday or paid time must charge that time to sick or personal leave, and must comply with the provisions governing notification and use of sick/personal leave.

C. MBUs who do not attend staff development when performing District approved business or activities may be excused by their principal or designee without loss of personal or sick leave.

D. Exceptional Education Teachers* may use Wednesday Professional Development time at least once per quarter for the purposes of work relating to the duties of Case Carrier. Once the Professional Development calendar has been set, Exceptional Education staff shall meet with Administration to determine the dates for each quarter. Dates may be rescheduled to accommodate for mandatory site trainings as needed. * Not applicable to Preschool Teachers as there is currently a different Professional Development structure as compared to K-12. Preschool Teachers shall still be afforded their planning period for that day.

ARTICLE TWENTY

TEACHER ASSISTANTS

20-1 Assignment

A. **1.** Teacher assistants shall not be assigned to a MBU without the MBU's participation in the selection process, unless the MBU is not available at the time of assignment, or when only one applicant is available for the position.

2. If the assistant position will be shared among multiple MBU's, all affected MBU's may not be required to participate in the selection.

B. MBUs entitled to a teacher assistant shall be provided a substitute teacher assistant in case of a vacancy.

20-2 Evaluation

A MBU shall have input into a teacher assistant's evaluation at least one (1) time per year. The site administrator is responsible for the evaluation.

20-3 Duties

A. The duties to be performed by teacher assistants shall be approved by the MBU before the assignment is made. Any duties assigned shall comply with federal program guidelines for teacher assistants in federally funded programs.

B. Teacher Assistants shall not be used as substitutes and shall perform only those duties associated with their authorized assignment.

C. Changes in the teacher assistant's duties shall be made only after consultation with the MBU.

ARTICLE TWENTY-ONE

SUBSTITUTES

21-1 Procedure

A. MBUs shall be informed in writing of a telephone number they may call and the procedures to follow when reporting unavailability for work. Once a MBU has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute

B. MBUs shall not be required to make more than one completed phone call to report an absence.

21-2 Qualifications

Each substitute shall possess a reciprocal, provisional, standard or substitute certificate.

21-3 Provisions for Substitutes

A. When a teacher who has a regularly assigned class is absent, a substitute shall be provided when available. When a librarian is absent, a qualified substitute shall be provided, if available. When a site counselor is absent more than five (5) days, a substitute will be provided, if available. If sufficient substitutes are not available to cover regular classes, substitutes for librarians may be reassigned to cover such classes.

B. In the event a substitute is not immediately available, the following procedure shall be used when the position must be filled by a MBU:

1. Middle School and High School

a. Teachers assigned to scheduled classes shall be asked to volunteer to substitute during their designated planning period.

b. If no classroom teacher volunteers to substitute in (1) above, teachers not assigned a scheduled class may be assigned to substitute.

c. If no classroom teacher is available to be assigned to substitute, a non-classroom teacher MBU may be assigned.

d. MBUs who are assigned or volunteer to substitute shall be paid the loss of planning rate for assignments of one (1) period or less or the MBU Classroom Substitute rate if the assignment exceeds one (1) period.

e. No teacher shall be required to substitute for more than one (1) period per day, no more than three times a week.

2. Elementary School

a. Teachers not assigned to a regular class may be assigned to substitute if no volunteers are available. Every effort shall be made to avoid dispersing students to different classrooms.

b. When a teacher is assigned to substitute, and more than three (3) students are dispersed to the classroom, the teacher shall be paid an amount equal to that of loss of planning period for the day when more than three students are assigned. Teacher shall have no more than eight (8) students or over cap maximum added to their class for the day, whichever is the greater.

c. No teacher shall be required to substitute more than three times a week.

d. MBUs who are assigned or volunteer to substitute shall be paid for loss of planning for assignments of one (1) hour or less or the MBU classroom Substitute rate for assignments exceeding one (1) hour.

21-4 Type and Length of Assignment

A. A substitute may be used to fill a position during the time a MBU is absent for a permitted reason and intends to return within the same school year.

B. A substitute may also be used as follows (However, it is not the intent to unreasonably delay the filling of vacancies):

1. During the twenty (20) day period before a vacancy is filled; or

2. For any vacancy occurring between the first contract day and September 14.

C. With the exception of 21-5, if a substitute qualifies for the vacancy they are filling and has been in that position for more than twenty (20) days, they will be employed to fill that position with retroactive salary and benefits (not including retroactive insurance coverage).

21-5 Extension

The twenty (20) day limit to fill a vacancy may be extended to no more than thirty (30) days if:

- No applicants apply who meet the vacancy criteria; or
- The individual initially selected rejects the position; or
- The individual selected cannot assume the position within the fifteen (15) day period; or
- The vacancy occurs between April 1 and the last day of school.

Any situation that requires an extension of time will be described to TEA in written correspondence delivered to TEA prior to any extension.

21-6 Selection of Substitutes

A. MBUs have the right to request specific substitutes.

B. The District shall assign the requested substitutes if those substitutes are available.

21-7 No Permanent Substitute

No MBU shall be assigned as a permanent substitute, except on a temporary basis, until a position for which they are appropriately certified and/or highly qualified becomes available.

ARTICLE TWENTY-TWO
CLASS SIZE/EXCEPTIONAL EDUCATION CASE MANAGEMENT LOAD

22-1 Limited Facilities

In any class in which instruction is solely or largely dependent upon the use of special equipment, machines or special workstations of a highly individualized nature, the District shall consult with the MBU of such a class to determine the optimum class size.

22-2 Maximum Class Size

A. By August 26 of each year, no regular classroom teacher in an elementary school or K-8 school shall be assigned more than the number of students for each grade listed except as provided in 22-2-B and 22-8 below:

K	= 26
1-3	= 29
4-6/Stand Alone (at K-8 school) 7-8	= 30
Combination/Multi-Age Classes	= 27

B. Class size maximums in an elementary school may be exceeded by up to four (4) students when there is no additional classroom space in the school, or if all classes at a grade level are at maximum and no reasonable combination class can be formed, and exceeding the class size limit will eliminate the need to hire an additional teacher. Assignment of students that exceed the class size maximum shall be made by the principal after consideration of volunteers.

22-3 Combination Classes

A. Kindergarten classes shall be exempt from becoming combination classes.

B. A combination dual language class may only be formed in circumstances where there are no qualified bilingual teachers available. No dual language class shall be formed without the written agreement of the teacher.

C. Teaching assignments for combination classes shall be made by the principal after consideration of volunteers. The assignments shall be distributed equitably.

22-4 Multi-Age Classes

Assignments to multi-age classes shall be on a voluntary basis unless the multi-age combination is a standard program of a given site.

22-5 Mainstreamed Students

A. Students with IEPs who are mainstreamed for any period of time shall be counted as full time students in both the regular classroom, and the exceptional education classroom case management load.

B. **1.** One elementary student mainstreamed under either of the following conditions shall not be counted as a full-time student in the regular classroom:
- **a.** Mainstreamed for thirty (30) minutes a day or less; or
- **b.** Mainstreamed for one (1) hour or less per week.

2. Only one such student will be mainstreamed under one of the above conditions in any one classroom.

C. Students' least restrictive environment shall be in accordance with their IEPs. No student will be mainstreamed or included prior to communication between the sending and receiving teacher. The administrator may be included when appropriate.

D. In accordance with best practices, every effort possible will be made so no general education classroom

shall have more than 33% of its composition be students with an IEP requiring accommodations or modifications for the content of that class, with the exception being inclusion for Pre-School, which shall be 50% exceptional education students, and 50% typical peers. Administration shall document said efforts and shall provide documentation upon MBU request.

22-6 Case Carrier Loads and Class Size Caps for Site-Based Exceptional Education Teachers

Pre-School Self-Contained	12 students
Pre-School Integrated Classroom (with IEPs and 8 general education students)	8 students
Classrooms For Students with mild/Moderate Intellectual Disabilities	12 students
Classrooms For Students with Emotional Disabilities	12 students
Classrooms For Students with Multiple Disabilities or Severe Intellectual Disabilities	10 students
Classrooms For Students with Autism	12 students
Cross categorical Primary/Intermediate Self-Contained (MI/MO ID, SID, ED, Autism)	12 students
Cross Categorical Middle School, High School (ED, MI/MO ID, Autism)	12 Student
Elementary & K-8 (RESOURCE)/Middle School (RESOURCE)	20 students
High School (RESOURCE)	24 students

A. By September 26, Exceptional Education teachers shall not be assigned to be the case manager for more than the following number of students at one time for each year, nor have more students in a given class/section:

Cross categorical programs will provide services to students with varying disabilities.

Itinerant hearing impaired and visually impaired teachers will have the following load:

Case management load will be determined by the assignment of the student IEP service time. The number of students will vary, however the total amount of service time, individually or in groups will not exceed six (6) hours per day including required travel time.

B. Special education services and least restrictive environment are determined by the IEP team.

C. When combining two specific self-contained categories as listed in Article 22-6, with the exception of cross categorical, the caseload will be 80% of the highest-class ratio.

22-7 STUDENTS WITH A 504 ACCOMMODATION PLAN

A. MBUs shall be notified in writing by the site administrator/designee or student(s) assigned to them who have been identified as students with 504 accommodation plans. Notification shall occur within five (5) days of assignment.

B. Every effort will be made to equitably distribute Students with 504 accommodation plans among all MBUs within the appropriate grade and/or subject area.

22-8 Teacher Assistant Entitlement

A. Four (4) hours of teacher assistant time per day are provided immediately upon exceeding the class size by two (2), as defined in Article 22-2-A.

B. Teachers of combination classes in elementary schools Grades 1 through 6 shall be provided two (2) hours of assistant time per day when the class exceeds 27 students.

C. Four (4) hours of assistant time per day shall be provided when Exceptional Education case management loads (as defined in 22-6-A) are exceeded by four (4) students.

D. All combination dual language classes will be provided with at least two (2) hours of assistant time per day.

E. All MBUs entitled to teacher assistant time shall receive three (3) extra days of teacher assistant time in addition to the teaching days. The extra days shall be taken as follows:

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 employees discretion for a grading day at the end of the first, second or third quarter.

F. Teacher assistant time provided in a-e above is in addition to any other teacher assistant time.

ARTICLE TWENTY-THREE

MIDDLE SCHOOL/HIGH SCHOOL STAFFING

Note - Provisions of Article 22-6 and 22-8 also apply to Article 23.

23-1 Teacher load – In accordance with the terms and conditions of this agreement, the teacher load caps will be reviewed annually. The staffing load may increase or decrease from year to year.

A. By August 26 of each year, the student load per full-time teacher shall be as follows:

1. 165 for all middle school and high school classes except vocal music, band, orchestra, and any class of less than fifteen (15) minutes duration;

2. 180 for middle school and high school PE classes; and

3. For less than full-time teachers, the student load shall be proportional to the teacher's contract.

23-2 Class Size

By August 26 of each year, individual class sizes for middle school shall not exceed 33 and high school teachers shall not exceed 36 with the exception of vocal music, band, and orchestra. If any one section exceeds this amount, see Article 29-3 F "Over Consensus Cap Compensation".

23-3 Exceeding Student Load/Class Size

Class size and student load maximums may be exceeded:

A. With the permission of the teacher, or

B. The student load per teacher may be exceeded by no more than two (2) students if the following conditions are met in this order:

1. Prior to exceeding, the District consults with the Association;

2. Any assignment of students that exceeds the student load limit shall be made only after consideration of volunteers;

3. Exceeding the student load limit will eliminate the need to hire another teacher, or eliminate the folding of in-place remedial, advanced or elective classes.

ARTICLE TWENTY-FOUR

SEPARATION BENEFITS

24-1 SICK LEAVE PAY AT SEPARATION for MBUs hired after August 16, 2005

A. After ten (10) consecutive years of service in the Tucson Unified School District, employees who are members of the bargaining unit as of the effective date of the agreement, or who become members after the effective date of the agreement, shall be eligible to request pay for unused sick leave. This request will be through written application to the District's Chief Human Capital Officer on or before November 15 for MBUs separating at the end of the semester, or on or before March 1 for MBUs separating at the end of the school year. The years of consecutive service shall include any part-time service, provided that the total full-time and part-time pro-rated according to the percentage of the school year worked, and according to the percentage of a full contract, is equivalent to ten (10) years of full-time service.

B. The District shall provide a payment for unused sick leave to employees upon separation in accordance with the following: The amount of payment shall be accrued 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 shall be taken from the incentive payment including the employee's contribution to the state retirement fund, if any. The payment shall be the basic daily substitute rate at the time of separation multiplied by the number of sick leave days based on a 7.5 hour day to pay out up to 500 hours.

C. MBUs who meet the criteria for sick leave payout under this article do not receive their sick leave pay at separation through payroll. Rather, the amount of their accrued leave is 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 MBU. 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 unused leave pay accruals through regular payroll processing. The eligibility requirements for the retirement savings plan are:

- The employee who is severing employment will receive employer contributions in lieu of compensation if age 55 or older at the time of severance, and,
- The total of the payment for unused leave accruals is equivalent to $3,000 or more.

24-2 Sick Leave Pay at Separation for MBUs hired on or prior to August 16, 2005

A. Upon separation, MBUs with at least ten (10) consecutive years of full-time service in TUSD and who were hired on or prior to August 16, 2005 are eligible to request and receive pay for ninety percent (90%) of the days of unused sick leave accumulated subsequent to July 1, 1991. This request will be through written application to the District's Chief Human Capital Officer on or before November 1 for MBUs separating at the end of the semester, or on or before February 1 for MBUs separating at the end of the school year. The years of consecutive service shall include any part-time service, provided that the total full-time and part-time service pro-rated according to the percentage of the school year worked, and according to the percentage of a full contract, is equivalent to ten (10) years of full-time service.

B. The District shall provide pay for unused sick leave accrued after June 30, 1991, and not used before date of separation, according to the following rate of pay:

The rate of pay will be the basic daily substitute rate at the time of separation

MBUs who meet the criteria for District contributions sick leave payout under this article do not receive their sick leave pay at separation through payroll. Rather, the amount of their accrued leave is 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 MBU. 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 unused leave pay accruals through regular payroll processing. The eligibility requirements for the retirement savings plan are:

- The employee who is severing employment will receive employer contributions in lieu of compensation if age 55 or older at the time of severance, and,
- The total of the payment for unused leave accruals is equivalent to $3,000 or more.

24-3 Sick Leave Pay at Separation for MBUs hired before June 30, 1991

A. After twenty (20) consecutive years of full-time service in the Tucson Unified School District, a MBU hired prior to July 1, 2010 may receive the benefits of this Article by making written application to the District's Chief Human Capital Officer on or before November 15 for MBUs separating at the end of the semester, or on or before March 1 for MBUs separating at the end of a school year. The years of consecutive service shall include any part-time service, provided that the total full-time and part-time service pro-rated according to the percentage of the school year worked, and according to the percentage of a full contract, is equivalent to twenty (20) years of full-time service.

B. The District shall provide pay for unused sick leave accrued before June 30, 1991, and not used before date of separation, according to the following rate of pay:

Rate of pay shall be the base salary daily rate of pay as found under the MBU's educational qualifications on Step One of the salary schedule for 1994-95. Rate of pay shall be multiplied by the number of sick leave days accumulated prior to June 30, 1991.

MBUs who meet the criteria for district contributions to sick leave payout under this article do not receive their sick leave pay at separation through payroll. Rather, the amount of their accrued leave is 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 MBU. 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 unused leave pay accruals through the regular payroll processing.

The eligibility requirements for the retirement savings plan are:

- The employee who is severing employment will receive employer contributions in lieu of compensation if age 55 or older at the time severance and,
- The total of the payment for unused leave accruals is equivalent to $3,000 or more.

All legally required deductions will be taken from the incentive payment, including the employee's contribution to the State Retirement fund, if any. Sick leave used subsequent to July 1, 1991, will be deducted from sick leave accumulated after July 1, 1991, unless that accumulation has been depleted.

C. A MBU shall receive the separation benefits contained in this Article if the effective date of the separation is at the end of a semester or at the end of a school year. Exceptions to this provision may be granted to applicants who are forced to separate because of emergency.

24-4 No Vested Rights
MBUs who do not serve notice of separation as provided in Article 24-1, 24-2, or 24-3 during the term of this Agreement shall gain no vested rights through or under this Article.

24-5 Those benefits contained in this article are only available to those MBUs who voluntarily separate from the District.

24-6 Right to Reopen
Based on official action by the Board of Directors of TEA or the Governing Board of TUSD and upon written notice of said action, either party reserves the right to reopen negotiations of this article or any part thereof, under circumstances where the District or the Association deem it necessary to do so to facilitate the assertion of a legal position.

24-7 If an MBU dies who is entitled to the benefits listed in 24-1, 24-2, and/or 24-3, said benefits will be paid to the beneficiaries or the estate of the deceased.

ARTICLE TWENTY-FIVE

LEAVES OF ABSENCE WITH PAY

25-1 Sick and Personal Leave – all of the employee groups will have five (5) days sick leave and seven (7) personal days for employees working less than 12 months.

A.
1. MBUs shall accrue a total of five (5) days of sick leave starting at the beginning of a school year. For MBUs on extended contract, leave shall be increased according to the additional percentage of the school year worked. For part-time MBUs, leave shall be prorated according to the percentage of the school year worked based on a 7.5-hour day.
2. Sick leave shall be accumulated without limit.
3. MBUs shall have readily available access to their accumulated sick leave through the employee self-service portal..
4. When on authorized sick leave, no MBU shall suffer loss of leave time or salary and benefits during calendared holidays.
5. For bona fide reasons, the District may require a doctor's excuse after three (3) Consecutive days of absence on sick leave.

B.
1. MBUs shall be credited a total of seven (7) personal leave days.
2. For part-time MBUs, leave shall be prorated according to the percentage of the school year worked based on a 7.5-hour day.
3. Personal leave days may not be taken on the day immediately prior to or after a holiday, or vacation.
4. A MBU planning to use a personal leave day or days shall notify his or her principal at least one (1) day in advance, except in cases of emergency.
5. Any so-called "job-action" against the District is not a valid reason for personal leave.
6. MBUs may choose to take up to one (1) additional personal leave day per year provided that the MBU reimburses the District the daily substitute rate. The one (1) additional personal leave day may not accumulate. This day is in addition to the days specified in Article 25-1-B-1.
7. Site Administrator may identify up to three days per year on which MBUs are expected to not utilize personal leave days. The dates shall be provided to the staff by October 15 of the respective school year. Such dates shall occur during the State testing window for AzMERIT Testing and ACT testing.

25-2 Family 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.

25-3 Bereavement Leave

In the event of death in the family of an MBU, the MBU will be allowed up to two (2) days leave, not charged to the MBU and 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. The two (2) District days provided are effective November 19, 2025.

25-4 Religious Leave

MBUs may use personal leave for absenteeism for days of religious observation when the need for religious leave is documented. When a religious observation occurs before or after a holiday or vacation, MBUs shall not be docked if personal leave balances are available.

25-5 Holiday Pay

MBUs shall suffer no loss of leave time or salary and benefits during calendared holidays, provided they were on pay status during any portion of their regular workday 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.

25-6 Special Bereavement Leave

In the event of the death of a student, at least one faculty member shall be permitted to attend the funeral without loss of leave time or compensation. In the event of death of a faculty member, close friends shall be permitted to attend the funeral without loss of leave time or compensation. Furthermore, in the event of death of a faculty member, members of the same department and/or grade level within the building shall be permitted to attend the funeral without loss of leave time or compensation.

25-7 Judicial Leave

A. MBUs 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 employee will keep their jury duty or witness pay and have their pay docked an equal amount.

B. Employees subpoenaed for jury duty or as a witness shall submit a copy of the jury summons or subpoena to their immediate supervisor and inform the supervisor of their choice regarding jury or witness duty pay. It is the employee's responsibility to report a jury duty or witness absence to the sub system. No report of jury duty or witness absence need be submitted if the employee chooses to take a pay dock or a personal leave day.

C. Absences due to litigation while the MBU is either a plaintiff, a defendant, or subpoenaed as a witness outside of the course and scope of employment must be charged to personal leave or personal business in accord with Article 26-4, and may be taken before or after a holiday or vacation.

25-8 Military Service

A. A MBU shall 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 section only, the term "year" means the fiscal year of the U.S. Government. (ARS-38-610).

B. Induction into the military for an extended period of time shall not be at District expense; however, upon return, MBU shall be placed in their former or comparable position. In accordance with ARS 38-298, as amended 1964.

25-9 Absence Due to On-the-Job Injury

A. In the event of absence due to on-the-job injury, the District shall pay, while accumulated sick leave lasts, the necessary amount above the monies received by the MBU from the Industrial Commission to provide for 100% income. Accumulated sick leave shall be utilized at the same percentage as the salary payments contributed by the District.

B. When sick leave is exhausted, the MBU will be placed on an unpaid leave of absence pending release to return to work.

C. Within four (4) weeks of return to work, a MBU may make arrangements with payroll to buy back sick leave used for an on-the-job injury.

25-10 Released Time

A. Released time without loss of pay may be granted for MBUs to attend a District approved specific conference or convention subject to availability of funds. First consideration shall be given to MBUs on the program or holding office. Substitutes shall be provided for those MBUs granted released time.

B.
1. Released time forms requiring Superintendent approval must be submitted to the immediate supervisor at least four (4) weeks prior to the scheduled date of the released time.
2. Released time forms not requiring Superintendent approval must be submitted to the immediate supervisor at least seven (7) days prior to the scheduled date of the released time.
3. In cases of emergency, released time may be granted when the requests do not comply with the specified timelines.

25-11 Exchange Teaching

A one-year (1) leave of absence, with pay, may be granted to a teacher who qualifies for an exchange position.

25-12 Medical Leave Assistance Program

A. MBUs 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 MBUs. 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 MBU may donate a maximum of five (5) sick leave days for every thirty (30) or more days of accumulated sick leave. The donor MBU will designate the donation in the name of the MBU to receive the donation.

C. The MBU recipient will be credited with the number of days donated, up to a maximum of one week after their projected return to work. Days donated in excess of this amount will be held in reserve and credited to the MBU 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 MBU, will be donated.

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

25-13 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 this Agreement. The Associations shall be consulted prior to substantive changes being made to the Paid Parental Leave provisions set forth in GCCA.

ARTICLE TWENTY-SIX

UNPAID LEAVES OF ABSENCE

26-1 Family and Medical Leave

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

26-2 Governing Board Leave

A. The Board may grant a leave of absence to MBUs not to exceed one (1) year for the purpose of professional study, travel, training programs, child-bonding immediately following the birth of a child or adoption, health, military service, participation in Association activities (whether local, state or national), and/or to campaign or serve in public office. All requests for such leaves of absence shall be submitted to the District by January 31. Only emergency requests will be considered after January 31.

B. MBUs may be granted consecutive leaves not to exceed one (1) year.

C. Requests for medical leave shall be accompanied by a doctor's verification of the illness or disability and a projected date for return to work.

D. Upon granting the authorized absence, all rights of tenure, seniority, retirement (subject to current Arizona State Retirement System), 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. MBUs on unpaid leave of absence shall be offered to continue insurance through COBRA in elections in which they are enrolled in. The MBU would be responsible to pay the premiums for the insurance and other benefits at the MBU's expense.

F. No leave of absence denial shall be arbitrary, capricious or without basis in fact.

26-3 Medical 30-Day Leave

When a MBU is medically unable to work and is not eligible for Federal FMLA, the, MBU shall be allowed up to thirty (30) consecutive days on a paid status (using accruals), with a doctor's excuse. During this leave, the District will continue to pay premiums on its portion of District-sponsored insurance plans in which the MBU was enrolled at the beginning of the leave. At the end of this period, MBU must return to work (pending a medical release) or go on an unpaid leave of absence if applicable.

26-4 Personal 30-Day Leave

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 MBU must go on an unpaid leave of absence or return to work.

26-5 Public Office Leave

MBUs elected to public office shall be granted released time with loss of pay when the duties of public office conflict with the MBU's regular assignment.

ARTICLE TWENTY-SEVEN

HEALTH EXAMINATION

27-1 When the District determines that a MBU's health condition (mental or physical) may be impairing their job performance, the immediate supervisor, site administrator, or Assistant Superintendent, with the concurrence of the Human Resources Department may, with just cause, direct the MBU to have a health examination at District expense. The MBU 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 MBU and immediate supervisor. All communication which results from the implementation of this Article shall be handled in a confidential manner.

ARTICLE TWENTY-EIGHT

FRINGE BENEFITS

28-1 Amount and Type

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

B. The types of insurance listed below shall continue for the duration of this agreement.

28-2 Types of Insurance

The District shall make available to each eligible MBU the following optional insurance programs from which a MBU may choose, at their own expense.

A. Dental Insurance;
B. Supplemental Life Insurance;
C. Vision;
D. Coverage for spouse and/or dependent children in items A and C above;
E. Short-Term Disability Insurance

28-3 Insurance Committee

Future changes in the District's medical and health insurance program will be recommended by an insurance committee. This committee shall consist of eleven (11) members, five (5) appointed by the Association, and six (6) appointed by the District.

28-4 Health Insurance Benefit Retention

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

28-5 Open Enrollment

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

28-6 Newly Eligible Employees

A newly eligible employee shall be provided at least thirty (30) calendar days to enroll in an insurance program in accordance with Article 28-1. If employee declines to participate in any District insurance programs, employee shall so indicate the refusal on the enrollment form.

28-7 Life Insurance

All benefits-eligible MBUs shall be provided at District expense with a term life insurance policy equal to the MBU's base salary as of July 1, but not less than $10,000, based on election of benefits during the Initial Employment or Annual Benefits Enrollment period. MBUs shall have the option of purchasing additional term life insurance at their own expense.

28-8 Payroll Deduction

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

A. District approved benefits;
B. Direct deposit to District-approved banking institutions.

ARTICLE TWENTY-NINE

COMPENSATION
EXTRA DUTY/ADDED DUTY

29-1 Extra Duty

A. Effective July 1, 2001, newly offered extra duty assignments shall not be subject to the provisions of Article 16 (Non-Disciplinary Actions, Discipline and Dismissal for Misconduct).

B. MBUs in extra duty assignments remain in probationary status for the first three years of that assignment.

C. The pay for extra duty will be distributed equally over the period of the assignment.

D. If during the course of the extra duty assignment the activity is discontinued, the obligation to continue the stipend shall cease.

E. However, termination of an extra duty assignment shall be in accordance with District policies and the terms of the Consensus Agreement.

1. All duties of the extra duty assignment shall be performed for the duration of the assignment.

2. These duties and the consideration for them set forth below, are separate and distinct from any other contractual obligations between MBU and District and are in addition to those other duties.

F. **1.** No person will perform any of the extra duty assignments without their consent and the written consent of the site administrator.

2. The stipend for extra duty is determined by the grade of the stipend, corresponding to the extra duty assignment.

G. Travel

District Required Travel shall be reimbursed at the rate established by the Arizona Uniform System of Financial Records (USFR).

District required travel does not include mileage pay for MBUs (whose extra duty is at a different school than their position assignment) to travel to the extra duty job site.

H. Coaching Expectations

1. Coaches may not receive more than one stipend simultaneously in any one season.

2. Coaches may be released for athletic competitions (games) and/or travel to away games during Wednesday staff development activities. Travel is defined as being present with the athletic team to a different site for competition.

3. A coach cannot accept a position where two sports seasons overlap more than two weeks. Rare exceptions may be granted for post season play and scheduling changes made by the Arizona Interscholastic Association (AIA). No exception will be granted when any one season overlaps into a middle school sports season based on the season calendar.

4. Contract Completion

Upon completion of each season, the coach will meet with their immediate supervisor within fifteen (15) days to finalize the evaluation. During this meeting the coach will be required to turn in all keys, equipment and complete all season ending paperwork.

I. Salary Index

Extra duty positions are listed according to grade. The appropriate index is placed next to the grade level, unless otherwise noted next to the position.

1. Grades For Extra Duty

Grade 1 ($1,000)	**Grade 2 ($1,500)**	**Grade 3 ($1,800)**
HS Class Sponsor MS Audio Visual MS Band MS Drama MS Newspaper MS Orchestra MS Asst. Special Olympics Coach MS Student Council MS Vocal/Choir MS Yearbook MS Mariachi	MS Asst. Special Olympics Coach HS Dance HS Debate HS Dept Chair (10-25 Sections) HS Head Librarian HS Chess HS Robotics	HS Newspaper HS Student Council HS Theater HS Yearbook

Grade 4 ($2,000)	**Grade 5 ($2,400)**	**Grade 6 ($2,500)**
HS Vocal/Choir HS Orchestra HS Special Olympics Coach HS Department Chair (26-50 Sections) MS Intramural HS Intramural HS Mariachi	MS Basketball MS Cross Country MS Soccer MS Track MS Volleyball MS Special Olympics Coach	HS Department Chair (51+ Sections) HS /Color Guard
Grade 7 ($3,000)	**Grade 8 ($ $4,000)**	**Grade 9 ($4,300)**
HS Asst. Baseball HS Asst. Track HS Asst. Volleyball HS Asst. Swim HS Asst. Cross Country HS Asst. Softball HS Driving	HS Asst. Basketball HS Asst. Soccer HS Asst. Wrestling HS Asst. Football HS Band HS Asst. Spiritline	HS Baseball HS Golf HS Swimming HS Track HS Volleyball HS eSports HS Cross Country HS Softball HS Tennis
Grade 10 ($5,625)	**Grade 11 ($5,800)**	**Grade 12 ($6,400)**
HS Basketball HS Soccer HS Wrestling	HS Spiritline	HS Football

a. None of the above shall be provided as a regularly scheduled class during the school day.
b. All high school department chairs shall be granted either one period to conduct departmental business or the stipend pay listed above. All high school newspaper and yearbook sponsors shall be provided a regularly scheduled class for each extra duty assignment. Managers of Interscholastic Activities will either be relieved of teaching duties for one period a day to conduct interscholastic activities or receive the stipend pay listed above.
c. All Fine Arts teachers shall be provided regularly scheduled classes in which to implement the prescribed curriculum in each of the areas listed above. The indicated stipend is compensation for supervision of their curricular/extra-curricular extra duty activities beyond the normal working day.

J. All Fine Arts teacher shall be provided regularly scheduled classes in which to implement the prescribed curriculum in each of the areas listed above. The indicated stipend is compensation for supervision of their curricular/extra-curricular extra duty activities beyond the normal working day.

29-2 National Board Certified Mentor/Trainer/Facilitator

MBUs who hold a certificate from the National Board of Professional Teaching Standards shall be entitled to serve in the capacity of a TUSD/TEA mentor/trainer/facilitator for a period of one year. This year must have been within two years of the MBU becoming eligible. Participation beyond this one-year period is at the District's discretion.

29-3 Added Duty

A. Student Supervision

Any MBU who volunteers or is assigned to perform the following added duties shall be paid as listed below:

1.	Loss of planning time	$25.00 per period
a.	Any period with duration greater than 60 minutes	$50.00 per period
2.	Student supervision outside the normal workday, lunchroom duty, bus duty, playground supervision	$15.45 per hour
3.	MBU Classroom Substitution	
a.	Any period of sixty (60) minutes or less	$25.00
b.	Any assignment over sixty (60) minutes, but no more than a half day	$50.00
c.	Any assignment over half a day	$75.00

A MBU will be "assigned" to supervisory duties only in the event of an emergency when there is no monitor available to perform the duties and no MBU volunteers.

B. Elementary School

Any MBU performing the following added duties shall be paid the rate listed below for the numbers of hours that the site principal determines are available and necessary for the added duty to be accomplished. No person will perform any of the added duty assignments without their consent and the written consent of the site administrator.

Student Council and yearbook	$15.45/hour

C. Acting Administrators in Schools and Alternative Programs

Any MBU who is asked to assume the duties of an administrator for at least ½ day or more will receive $70.00 per day in addition to their regular salary.

D. Temporary Addition to Full-time Contract (Commonly referred to as 6/5)

MBUs who volunteer to teach an additional class beyond their full-time regular assignment shall be compensated at the rate of .2 FTE for the MBUs placement on that year's salary schedule and prorated in days for as long as the position needs to be filled. This temporary addition will be an extension of a full-time contract and includes teaching an additional section and MBU will be considered the teacher of record for that class period.

E. Exceptional Education Added Duty

1. Beginning with the first quarter of the year, exceptional education MBU's who are assigned as case carrier for additional students beyond the cap as stated in article 22-6-a shall be compensated at the rate of $250 per IEP/student per quarter. (For the non-self-contained teachers, added duty will begin with the first student or after the first student if no teaching assistant has been hired.)

Case carriers shall be defined as those who do all of the following as needed for each individual Exceptional Education student:

a. Write and finalize IEPs, amendments, and quarterly progress reports.
b. Participate in the following meetings: IEP/MET/RID, manifestation determination, parent conferences, review of placement, and MTSS.
c. Advocate for the student, the implementation of the IEP and all IEP related matters.
d. Work collaboratively with all service providers.

2. If all case carriers of the same program type (See program list in 22-6) at a site are at cap, said compensation will be provided with the first student exceeding caseload and if the caseload is exceeded for more than 50% of the quarter *and* the exceeded completion must be verifiable through the district's compliance system. No more than one MBU shall be paid the added duty for the same student(s) per quarter under this provision. The added duty will be paid after the end of the quarter. Every effort shall be made to avoid exceeding exceptional education class sizes/caseloads.

3. If an MBU only writes an additional IEP but is not the case carrier, they will be paid a one-time payment of seventy-five dollars ($75.00) at the end of the quarter. The writer is considered the special education provider who writes and holds the IEP meeting and finalizes the IEP. The MBU may not be the case carrier for that student in the same quarter.

29-4 Over Consensus Cap Compensation

A. MBU's who exceed the cap set in article 22-2, 22-6 or article 23-1 shall receive a payment at the end of the current semester for the number of weeks and number of students the MBU is over capped.

B. The payment for the over cap MBU goes as follows:

1. The base rate is a first-year teacher salary with benefits.
2. The base rate will then be broken down to the number of week(s) spent over cap.
3. The chart below will be used for MBUs whose total cap exceed the cap in 22-6, 23-1A or 23-2 to find what percentage the MBU is owed based on the number of students over cap and the number of weeks spent over cap. MBUs that teach grades 6-12 and do not meet the class caps in 23-1A shall have the salary prorated by section.

a. Meeting over cap in 23-1(A)

$949.20 (weekly over cap rate) x percentage (see below) x number of weeks over cap = payout

b. Meeting section over caps in 22-6 or 23-2

Calculated for each section over cap $189.84 (weekly over cap rate per section) x percentage (see below) x number of weeks over cap = payout

Number of Students Over Cap	Percentage	Insert compensation amount for time spent over cap based on a first-year teacher salary with benefits
1 to 3	3.0%	
4 to 6	4.5%	
7 to 9	6.0%	
10 to 12	8.0%	
13 to 16	9.5%	
17 to 20	12.0%	
21 +	15.0%	

29-5 Salaries

A. The salary schedule as specified in article 29-13 shall be effective July 1, 2026.

B. Upon completion of each year of district service teachers will advance one step on the salary schedule with Governing Board approval of this agreement

C. The salary schedule will not reflect compensation attained through advanced degrees professional

development, or district service stipend.

D. TUSD shall continue the practice of discussing special compensation issues with the Association. An example includes incentives for MBUs at those schools under improvement due to state or federal labels.

29-6 Schedule Placement

A. Newly employed MBUs shall be placed on the appropriate salary at a step that reflects their previous experience. For MBUs hired effective July 1, 2022, or later, acceptable experience shall be limited to fifteen (15) years. Experience prior to earning a Bachelor's Degree shall not be credited to an employee for salary purposes.

B.
1. Newly employed MBUs shall be given credit for teaching experience in the Peace Corps, overseas, in private and public schools, and in accredited junior colleges or universities.

2. Vocational teachers with degrees shall also be allowed credit for approved work experience in their teaching fields.

3. Social workers shall receive credit for experience gained prior to meeting minimum certification requirements (Master's Degree) but subsequent to receipt of Bachelor's Degree.

4. Experience credit for noncertified MBUs must be subsequent to the MBU's holding the appropriate credentials for the position.

C. TUSD reserves the right to evaluate previous teaching and work experience.

D. Occupational therapists (OTs), Physical Therapists (PTs) and Speech and Language Pathologists (SLPs) shall be placed in the same manner as other MBUs, but using the schedule specified for their positions.

29-7 Salary Level Placement and Advancement:

A. Degree Compensation:

1. MBUs completing requirements for a Master's or Doctoral degree must submit official transcripts reflecting the awarding of said degree no later than November 1 of the contract year in order to receive the full amount of the stipend (pro-rated per FTE). Requirements for said degree must be completed prior to the start of the contract year. In the event a MBU completes the requirements after the start of the contract year, the MBU may still submit the appropriate documentation and will receive a pro-rated amount of the education stipend (pro-rated per FTE). The education stipend will be prorated to the pay period in which the official transcripts are submitted.

2. **a.** MBU who currently receive a Master's degree stipend or attain a Master's degree (or equivalent for OT/PTs) will earn an additional $2,000 (or pro-rated amount) in compensation above their placement on the salary schedule.

b. MBUs who currently receive a Doctoral degree stipend or attain a Doctoral degree will earn an additional $3,000 (or pro-rated amount) in compensation above their placement on the salary schedule.

3. **Occupational Therapists/Physical Therapists:**
Occupational and Physical Therapists may count all continuing education unit (CEU) credits received within the last ten years for additional degree compensation equivalent to the Master's degree stipend when 32 CEUs above a bachelor's degree have been credited.

4. Contracts reflecting salary changes for degree advancement shall be updated and re-issued to MBUs within thirty (30) days of submission to the District.

5. MBUs are eligible for only one educational stipend per contract year. If an MBU has more than one advanced degree, the highest degree attained will be recognized.

29-8 District Service Stipend

The District Service Stipend has been discontinued for all MBUs as of January 16, 2014. Any MBUs who received the District Service Stipend had their stipend embedded into their base salary by July 1, 2015.

Any MBU who received a district service stipend prior to January 16, 2014, will continue receiving their district service stipend which will be frozen at the amount they were awarded on or prior to January 16, 2014. MBUs who separate from the district for any reason shall forfeit all rights to their district service stipend regardless of the length of break in service, beginning July 1, 2014 the district service stipend will be replaced with a step increase after each year of complete district service pending board approval.

FORMER DISTRICT SERVICE STIPEND TABLE

Consecutive Years of Service	Amount
6-10	$1,000
11-20	$1,100
21-30	$1,250
31 and more	$1,500

29-9 Pay Plan Procedure

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

A. Every other Friday during the school year – twenty (20) equal checks.

B. Twenty-six (26) checks—twenty (20) to be paid every other Friday during the school year and the remainder paid in a lump sum on the normal bi-weekly payday of the pay period encompassing the last day of school. This option is only available to the MBUs employed as of the first contract date of the school year.

C. Twenty-six (26) checks to be paid every other Friday. During summer vacation checks are to be mailed to the MBU's summer address. This option is only available to MBUs employed as of the first contract day of the school year.

29-10 Extended Contracts

A. In the event the number of days in a MBU's contract is extended, that MBU shall be paid at the daily rate of 1/207 of their scheduled salary per additional day. MBUs on an extended contract shall receive all holidays and benefits received by MBUs during the school year.

B. All counselors shall have five (5) additional days added to their work calendar. These days shall extend their regular work calendar to 212 days for the regular school year.

29-11 Partial Contracts

MBUs employed less than full time shall be paid pro rata salary and benefits. Part-time classroom MBUs shall be paid salary in accordance with the number of classes taught (1/5, 2/5, etc.) Non-classroom part-time teachers shall be paid salary and benefits in accordance with the pro-ration of the normal workday employed. Benefits are available for any 4/5 employee.

29-12 Classroom Site Fund

A. As the result of passage of HB 1007, the TEA and TUSD Joint 301/Classroom Site Fund Committee will review and if necessary, revise the plan for performance-based compensation (PBC), will review the utilization of the site menu monies annually, and will address issues and concerns regarding implementation of the plan. This plan outlines the process by which the PBC is implemented, and monies are awarded to individuals and sites.

B. MBUs shall be provided copies of the annual PBC plan by May 1 for the subsequent year.

C. The TEA/TUSD Classroom Site Fund Committee shall be appointed annually by each party in equal numbers. The TEA/TUSD Classroom Site Fund Committee shall design and recommend to the TUSD Superintendent and TEA President an appeals process for resolution of disputes arising out of this plan.

D. All Proposition 301/Classroom Site Fund increases anticipated by this provision are contingent upon receipt of funding or legislative authorization to expend. Any increase realized during the term of this agreement may be decreased for subsequent years if the level of funding received by the District or if expenditures authorized by the legislature for these components of Proposition 301/Classroom Site Fund are not maintained or are decreased, or if the MBU does not qualify or successfully participate in a plan implementing the component.

29-13 Salary Schedule

A. Salary schedule TDR(A) and Placement at hire on Schedule A below are for MBUs other than Occupational Therapists (OTS), Physical Therapists (PTS) and Speech and Language Pathologists (SLPS) who are employed by the District in the following positions:

- Counselor
- Library Media Specialist
- OMA Arts Integration Spec
- Resource Teacher
- Teacher
- Teacher - CTE
- Teacher - DL
- Teacher - DL Elementary
- Teacher - DL Secondary
- Teacher - ELD
- Teacher - ELD Itinerant
- Teacher - ELD Kinder
- Teacher - ELD Resource
- Teacher - Elementary
- Teacher - Fine Arts
- Teacher - GATE
- Teacher - GATE Itinerant
- Teacher - In-School Intervention
- Teacher - Itinerant
- Teacher - Kinder
- Teacher - Math Interventionist
- Teacher - Reading Interventionist
- Teacher - RTI
- Teacher - Secondary
- Teacher AVID
- Teacher Dual Language Itinerant
- Teacher Reading Recovery
- Jr ROTC Officer

Step	Grade TDR A 9.5mo Base	Override	Suppl Base/Menu	Total
1	$37,800.00	$2,000.00	$11,600.00	$51,400.00
2	$38,300.00	$2,000.00	$11,600.00	$51,900.00
3	$38,800.00	$2,000.00	$11,600.00	$52,400.00
4	$39,300.00	$2,000.00	$11,600.00	$52,900.00
5	$39,800.00	$2,000.00	$11,600.00	$53,400.00
6	$40,300.00	$2,000.00	$11,600.00	$53,900.00
7	$40,800.00	$2,000.00	$11,600.00	$54,400.00
8	$41,300.00	$2,000.00	$11,600.00	$54,900.00
9	$41,800.00	$2,000.00	$11,600.00	$55,400.00
10	$42,300.00	$2,000.00	$11,600.00	$55,900.00
11	$42,800.00	$2,000.00	$11,600.00	$56,400.00
12	$43,300.00	$2,000.00	$11,600.00	$56,900.00
13	$43,800.00	$2,000.00	$11,600.00	$57,400.00
14	$44,300.00	$2,000.00	$11,600.00	$57,900.00
15	$44,800.00	$2,000.00	$11,600.00	$58,400.00
16	$45,300.00	$2,000.00	$11,600.00	$58,900.00
17	$45,800.00	$2,000.00	$11,600.00	$59,400.00
18	$46,300.00	$2,000.00	$11,600.00	$59,900.00
19	$46,800.00	$2,000.00	$11,600.00	$60,400.00
20	$47,300.00	$2,000.00	$11,600.00	$60,900.00
21	$47,800.00	$2,000.00	$11,600.00	$61,400.00
22	$48,300.00	$2,000.00	$11,600.00	$61,900.00
23	$48,800.00	$2,000.00	$11,600.00	$62,400.00
24	$49,300.00	$2,000.00	$11,600.00	$62,900.00
25	$49,800.00	$2,000.00	$11,600.00	$63,400.00
26	$50,300.00	$2,000.00	$11,600.00	$63,900.00
27	$50,800.00	$2,000.00	$11,600.00	$64,400.00
28	$51,300.00	$2,000.00	$11,600.00	$64,900.00
29	$51,800.00	$2,000.00	$11,600.00	$65,400.00
30	$52,300.00	$2,000.00	$11,600.00	$65,900.00
31	$52,800.00	$2,000.00	$11,600.00	$66,400.00
32	$53,300.00	$2,000.00	$11,600.00	$66,900.00
33	$53,800.00	$2,000.00	$11,600.00	$67,400.00
34	$54,300.00	$2,000.00	$11,600.00	$67,900.00
35	$54,800.00	$2,000.00	$11,600.00	$68,400.00
36	$55,300.00	$2,000.00	$11,600.00	$68,900.00
37	$55,800.00	$2,000.00	$11,600.00	$69,400.00
38	$56,300.00	$2,000.00	$11,600.00	$69,900.00
39	$56,800.00	$2,000.00	$11,600.00	$70,400.00
40	$57,300.00	$2,000.00	$11,600.00	$70,900.00
41	$57,800.00	$2,000.00	$11,600.00	$71,400.00
42	$58,300.00	$2,000.00	$11,600.00	$71,900.00
43	$58,800.00	$2,000.00	$11,600.00	$72,400.00
44	$59,300.00	$2,000.00	$11,600.00	$72,900.00
45	$59,800.00	$2,000.00	$11,600.00	$73,400.00
46	$60,300.00	$2,000.00	$11,600.00	$73,900.00
47	$60,800.00	$2,000.00	$11,600.00	$74,400.00
48	$61,300.00	$2,000.00	$11,600.00	$74,900.00
49	$61,800.00	$2,000.00	$11,600.00	$75,400.00
50	$62,300.00	$2,000.00	$11,600.00	$75,900.00
51	$62,800.00	$2,000.00	$11,600.00	$76,400.00
52	$63,300.00	$2,000.00	$11,600.00	$76,900.00
53	$63,800.00	$2,000.00	$11,600.00	$77,400.00
54	$64,300.00	$2,000.00	$11,600.00	$77,900.00
55	$64,800.00	$2,000.00	$11,600.00	$78,400.00
56	$65,300.00	$2,000.00	$11,600.00	$78,900.00
57	$65,800.00	$2,000.00	$11,600.00	$79,400.00
58	$66,300.00	$2,000.00	$11,600.00	$79,900.00
59	$66,800.00	$2,000.00	$11,600.00	$80,400.00
60	$67,300.00	$2,000.00	$11,600.00	$80,900.00
61	$67,800.00	$2,000.00	$11,600.00	$81,400.00
62	$68,300.00	$2,000.00	$11,600.00	$81,900.00
63	$68,800.00	$2,000.00	$11,600.00	$82,400.00
64	$69,300.00	$2,000.00	$11,600.00	$82,900.00
65	$69,800.00	$2,000.00	$11,600.00	$83,400.00
66	$70,300.00	$2,000.00	$11,600.00	$83,900.00
67	$70,800.00	$2,000.00	$11,600.00	$84,400.00
68	$71,300.00	$2,000.00	$11,600.00	$84,900.00
69	$71,800.00	$2,000.00	$11,600.00	$85,400.00
70	$72,300.00	$2,000.00	$11,600.00	$85,900.00
71	$72,800.00	$2,000.00	$11,600.00	$86,400.00
72	$73,300.00	$2,000.00	$11,600.00	$86,900.00
73	$73,800.00	$2,000.00	$11,600.00	$87,400.00
74	$74,300.00	$2,000.00	$11,600.00	$87,900.00
75	$74,800.00	$2,000.00	$11,600.00	$88,400.00
76	$75,300.00	$2,000.00	$11,600.00	$88,900.00
77	$75,800.00	$2,000.00	$11,600.00	$89,400.00
78	$76,300.00	$2,000.00	$11,600.00	$89,900.00
79	$76,800.00	$2,000.00	$11,600.00	$90,400.00
80	$77,300.00	$2,000.00	$11,600.00	$90,900.00
81	$77,800.00	$2,000.00	$11,600.00	$91,400.00

Step	Grade Counselor Base	Override	Suppl Base/Menu	Total
1	$38,713.04	$2,000.00	$11,600.00	$52,313.04
2	$39,225.12	$2,000.00	$11,600.00	$52,825.12
3	$39,737.20	$2,000.00	$11,600.00	$53,337.20
4	$40,249.28	$2,000.00	$11,600.00	$53,849.28
5	$40,761.35	$2,000.00	$11,600.00	$54,361.35
6	$41,273.43	$2,000.00	$11,600.00	$54,873.43
7	$41,785.51	$2,000.00	$11,600.00	$55,385.51
8	$42,297.58	$2,000.00	$11,600.00	$55,897.58
9	$42,809.66	$2,000.00	$11,600.00	$56,409.66
10	$43,321.74	$2,000.00	$11,600.00	$56,921.74
11	$43,833.82	$2,000.00	$11,600.00	$57,433.82
12	$44,345.89	$2,000.00	$11,600.00	$57,945.89
13	$44,857.97	$2,000.00	$11,600.00	$58,457.97
14	$45,370.05	$2,000.00	$11,600.00	$58,970.05
15	$45,882.13	$2,000.00	$11,600.00	$59,482.13
16	$46,394.20	$2,000.00	$11,600.00	$59,994.20
17	$46,906.28	$2,000.00	$11,600.00	$60,506.28
18	$47,418.36	$2,000.00	$11,600.00	$61,018.36
19	$47,930.43	$2,000.00	$11,600.00	$61,530.43
20	$48,442.51	$2,000.00	$11,600.00	$62,042.51
21	$48,954.59	$2,000.00	$11,600.00	$62,554.59
22	$49,466.67	$2,000.00	$11,600.00	$63,066.67
23	$49,978.74	$2,000.00	$11,600.00	$63,578.74
24	$50,490.82	$2,000.00	$11,600.00	$64,090.82
25	$51,002.90	$2,000.00	$11,600.00	$64,602.90
26	$51,514.98	$2,000.00	$11,600.00	$65,114.98
27	$52,027.05	$2,000.00	$11,600.00	$65,627.05
28	$52,539.13	$2,000.00	$11,600.00	$66,139.13
29	$53,051.21	$2,000.00	$11,600.00	$66,651.21
30	$53,563.29	$2,000.00	$11,600.00	$67,163.29
31	$54,075.36	$2,000.00	$11,600.00	$67,675.36
32	$54,587.44	$2,000.00	$11,600.00	$68,187.44
33	$55,099.52	$2,000.00	$11,600.00	$68,699.52
34	$55,611.59	$2,000.00	$11,600.00	$69,211.59
35	$56,123.67	$2,000.00	$11,600.00	$69,723.67
36	$56,635.75	$2,000.00	$11,600.00	$70,235.75
37	$57,147.83	$2,000.00	$11,600.00	$70,747.83
38	$57,659.90	$2,000.00	$11,600.00	$71,259.90
39	$58,171.98	$2,000.00	$11,600.00	$71,771.98
40	$58,684.06	$2,000.00	$11,600.00	$72,284.06
41	$59,196.14	$2,000.00	$11,600.00	$72,796.14

Step	Grade Counselor Base	Override	Suppl Base/Menu	Total
42	$59,708.21	$2,000.00	$11,600.00	$73,308.21
43	$60,220.29	$2,000.00	$11,600.00	$73,820.29
44	$60,732.37	$2,000.00	$11,600.00	$74,332.37
45	$61,244.44	$2,000.00	$11,600.00	$74,844.44
46	$61,756.52	$2,000.00	$11,600.00	$75,356.52
47	$62,268.60	$2,000.00	$11,600.00	$75,868.60
48	$62,780.68	$2,000.00	$11,600.00	$76,380.68
49	$63,292.75	$2,000.00	$11,600.00	$76,892.75
50	$63,804.83	$2,000.00	$11,600.00	$77,404.83
51	$64,316.91	$2,000.00	$11,600.00	$77,916.91
52	$64,828.99	$2,000.00	$11,600.00	$78,428.99
53	$65,341.06	$2,000.00	$11,600.00	$78,941.06
54	$65,853.14	$2,000.00	$11,600.00	$79,453.14
55	$66,365.22	$2,000.00	$11,600.00	$79,965.22
56	$66,877.29	$2,000.00	$11,600.00	$80,477.29
57	$67,389.37	$2,000.00	$11,600.00	$80,989.37
58	$67,901.45	$2,000.00	$11,600.00	$81,501.45
59	$68,413.53	$2,000.00	$11,600.00	$82,013.53
60	$68,925.60	$2,000.00	$11,600.00	$82,525.60
61	$69,437.68	$2,000.00	$11,600.00	$83,037.68
62	$69,949.76	$2,000.00	$11,600.00	$83,549.76
63	$70,461.84	$2,000.00	$11,600.00	$84,061.84
64	$70,973.91	$2,000.00	$11,600.00	$84,573.91
65	$71,485.99	$2,000.00	$11,600.00	$85,085.99
66	$71,998.07	$2,000.00	$11,600.00	$85,598.07
67	$72,510.14	$2,000.00	$11,600.00	$86,110.14
68	$73,022.22	$2,000.00	$11,600.00	$86,622.22
69	$73,534.30	$2,000.00	$11,600.00	$87,134.30
70	$74,046.38	$2,000.00	$11,600.00	$87,646.38
71	$74,558.45	$2,000.00	$11,600.00	$88,158.45
72	$75,070.53	$2,000.00	$11,600.00	$88,670.53
73	$75,582.61	$2,000.00	$11,600.00	$89,182.61
74	$76,094.69	$2,000.00	$11,600.00	$89,694.69
75	$76,606.76	$2,000.00	$11,600.00	$90,206.76
76	$77,118.84	$2,000.00	$11,600.00	$90,718.84
77	$77,630.92	$2,000.00	$11,600.00	$91,230.92
78	$78,143.00	$2,000.00	$11,600.00	$91,743.00
79	$78,655.07	$2,000.00	$11,600.00	$92,255.07
80	$79,167.15	$2,000.00	$11,600.00	$92,767.15
81	$79,679.23	$2,000.00	$11,600.00	$93,279.23

PLACEMENT AT HIRE SCHEDULE A		
Years of Experience	0	$51,400.00
	1	$51,900.00
	2	$52,400.00
	3	$52,900.00
	4	$53,400.00
	5	$53,900.00
	6	$54,400.00
	7	$54,900.00
	8	$55,400.00
	9	$55,900.00
	10	$56,400.00
	11	$56,900.00
	12	$57,400.00
	13	$57,900.00
	14	$58,400.00
	15	$58,900.00

STIPENDS DEGREE COMPENSATION	
Master's	$2,000.00
Doctorate	$3,000.00

B. Salary schedule TDR(B) and Placement at hire on Schedule B below are for MBUs other than Occupational Therapists (OTS), Physical Therapists (PTS) and Speech and Language Pathologists (SLPS) who are employed by the District in the following positions:

9.5 Month Positions:

- Athletic Trainer, Head
- Dean of Students
- Diagnostician
- Ex Ed Behavior Intervention Specialist
- Ex Ed Resource Support Specialist
- Exceptional Education Transition Coordinator
- Foundational Literacy Coach
- Hygienist
- Instructional Technology Integration Specialist
- Instructional Data Intervention Specialist
- Instructional Coach
- Instructional Coach - Innovative Learning
- Language Acquisition Coach
- Magnet Site Coordinator
- Project Coordinator for Grants
- Student Family Support Liaison
- Visual Arts Specialist

10.5 Month Positions:

- Curriculum Service Provider
- Professional Development Academic Trainer
- Reading Coach
- Reading Coach - USDE
- Teacher Mentor

Step	Grade TDR B 9.5mo Base	Grade TDR B 9.5mo Override	Grade TDR B 9.5mo Total
1	$43,900.00	$2,000.00	$45,900.00
2	$44,400.00	$2,000.00	$46,400.00
3	$44,900.00	$2,000.00	$46,900.00
4	$45,400.00	$2,000.00	$47,400.00
5	$45,900.00	$2,000.00	$47,900.00
6	$46,400.00	$2,000.00	$48,400.00
7	$46,900.00	$2,000.00	$48,900.00
8	$47,400.00	$2,000.00	$49,400.00
9	$47,900.00	$2,000.00	$49,900.00
10	$48,400.00	$2,000.00	$50,400.00
11	$48,900.00	$2,000.00	$50,900.00
12	$49,400.00	$2,000.00	$51,400.00
13	$49,900.00	$2,000.00	$51,900.00
14	$50,400.00	$2,000.00	$52,400.00
15	$50,900.00	$2,000.00	$52,900.00
16	$51,400.00	$2,000.00	$53,400.00
17	$51,900.00	$2,000.00	$53,900.00
18	$52,400.00	$2,000.00	$54,400.00
19	$52,900.00	$2,000.00	$54,900.00
20	$53,400.00	$2,000.00	$55,400.00
21	$53,900.00	$2,000.00	$55,900.00
22	$54,400.00	$2,000.00	$56,400.00
23	$54,900.00	$2,000.00	$56,900.00
24	$55,400.00	$2,000.00	$57,400.00
25	$55,900.00	$2,000.00	$57,900.00
26	$56,400.00	$2,000.00	$58,400.00
27	$56,900.00	$2,000.00	$58,900.00
28	$57,400.00	$2,000.00	$59,400.00
29	$57,900.00	$2,000.00	$59,900.00
30	$58,400.00	$2,000.00	$60,400.00
31	$58,900.00	$2,000.00	$60,900.00
32	$59,400.00	$2,000.00	$61,400.00
33	$59,900.00	$2,000.00	$61,900.00

Step	Grade TDR B 10.5 mo. Base	Grade TDR B 10.5 mo. Override	Grade TDR B 10.5 mo. Total
1	$47,505.31	$2,000.00	$49,505.31
2	$48,046.38	$2,000.00	$50,046.38
3	$48,587.44	$2,000.00	$50,587.44
4	$49,128.50	$2,000.00	$51,128.50
5	$49,669.57	$2,000.00	$51,669.57
6	$50,210.63	$2,000.00	$52,210.63
7	$50,751.69	$2,000.00	$52,751.69
8	$51,292.75	$2,000.00	$53,292.75
9	$51,833.82	$2,000.00	$53,833.82
10	$52,374.88	$2,000.00	$54,374.88
11	$52,915.94	$2,000.00	$54,915.94
12	$53,457.00	$2,000.00	$55,457.00
13	$53,998.07	$2,000.00	$55,998.07
14	$54,539.13	$2,000.00	$56,539.13
15	$55,080.19	$2,000.00	$57,080.19
16	$55,621.26	$2,000.00	$57,621.26
17	$56,162.32	$2,000.00	$58,162.32
18	$56,703.38	$2,000.00	$58,703.38
19	$57,244.44	$2,000.00	$59,244.44
20	$57,785.51	$2,000.00	$59,785.51
21	$58,326.57	$2,000.00	$60,326.57
22	$58,867.63	$2,000.00	$60,867.63
23	$59,408.70	$2,000.00	$61,408.70
24	$59,949.76	$2,000.00	$61,949.76
25	$60,490.82	$2,000.00	$62,490.82
26	$61,031.88	$2,000.00	$63,031.88
27	$61,572.95	$2,000.00	$63,572.95
28	$62,114.01	$2,000.00	$64,114.01
29	$62,655.07	$2,000.00	$64,655.07
30	$63,196.14	$2,000.00	$65,196.14
31	$63,737.20	$2,000.00	$65,737.20
32	$64,278.26	$2,000.00	$66,278.26
33	$64,819.32	$2,000.00	$66,819.32

34	$60,400.00	$2,000.00	$62,400.00
35	$60,900.00	$2,000.00	$62,900.00
36	$61,400.00	$2,000.00	$63,400.00
37	$61,900.00	$2,000.00	$63,900.00
38	$62,400.00	$2,000.00	$64,400.00
39	$62,900.00	$2,000.00	$64,900.00
40	$63,400.00	$2,000.00	$65,400.00
41	$63,900.00	$2,000.00	$65,900.00
42	$64,400.00	$2,000.00	$66,400.00
43	$64,900.00	$2,000.00	$66,900.00
44	$65,400.00	$2,000.00	$67,400.00
45	$65,900.00	$2,000.00	$67,900.00
46	$66,400.00	$2,000.00	$68,400.00
47	$66,900.00	$2,000.00	$68,900.00
48	$67,400.00	$2,000.00	$69,400.00
49	$67,900.00	$2,000.00	$69,900.00
50	$68,400.00	$2,000.00	$70,400.00
51	$68,900.00	$2,000.00	$70,900.00
52	$69,400.00	$2,000.00	$71,400.00
53	$69,900.00	$2,000.00	$71,900.00
54	$70,400.00	$2,000.00	$72,400.00
55	$70,900.00	$2,000.00	$72,900.00
56	$71,400.00	$2,000.00	$73,400.00
57	$71,900.00	$2,000.00	$73,900.00
58	$72,400.00	$2,000.00	$74,400.00
59	$72,900.00	$2,000.00	$74,900.00
60	$73,400.00	$2,000.00	$75,400.00
61	$73,900.00	$2,000.00	$75,900.00
62	$74,400.00	$2,000.00	$76,400.00
63	$74,900.00	$2,000.00	$76,900.00
64	$75,400.00	$2,000.00	$77,400.00
65	$75,900.00	$2,000.00	$77,900.00
66	$76,400.00	$2,000.00	$78,400.00
67	$76,900.00	$2,000.00	$78,900.00
68	$77,400.00	$2,000.00	$79,400.00
69	$77,900.00	$2,000.00	$79,900.00
70	$78,400.00	$2,000.00	$80,400.00
71	$78,900.00	$2,000.00	$80,900.00
72	$79,400.00	$2,000.00	$81,400.00
73	$79,900.00	$2,000.00	$81,900.00
74	$80,400.00	$2,000.00	$82,400.00
75	$80,900.00	$2,000.00	$82,900.00
76	$81,400.00	$2,000.00	$83,400.00
77	$81,900.00	$2,000.00	$83,900.00

34	$65,360.39	$2,000.00	$67,360.39
35	$65,901.45	$2,000.00	$67,901.45
36	$66,442.51	$2,000.00	$68,442.51
37	$66,983.57	$2,000.00	$68,983.57
38	$67,524.64	$2,000.00	$69,524.64
39	$68,065.70	$2,000.00	$70,065.70
40	$68,606.76	$2,000.00	$70,606.76
41	$69,147.83	$2,000.00	$71,147.83
42	$69,688.89	$2,000.00	$71,688.89
43	$70,229.95	$2,000.00	$72,229.95
44	$70,771.01	$2,000.00	$72,771.01
45	$71,312.08	$2,000.00	$73,312.08
46	$71,853.14	$2,000.00	$73,853.14
47	$72,394.20	$2,000.00	$74,394.20
48	$72,935.27	$2,000.00	$74,935.27
49	$73,476.33	$2,000.00	$75,476.33
50	$74,017.39	$2,000.00	$76,017.39
51	$74,558.45	$2,000.00	$76,558.45
52	$75,099.52	$2,000.00	$77,099.52
53	$75,640.58	$2,000.00	$77,640.58
54	$76,181.64	$2,000.00	$78,181.64
55	$76,722.71	$2,000.00	$78,722.71
56	$77,263.77	$2,000.00	$79,263.77
57	$77,804.83	$2,000.00	$79,804.83
58	$78,345.89	$2,000.00	$80,345.89
59	$78,886.96	$2,000.00	$80,886.96
60	$79,428.02	$2,000.00	$81,428.02
61	$79,969.08	$2,000.00	$81,969.08
62	$80,510.14	$2,000.00	$82,510.14
63	$81,051.21	$2,000.00	$83,051.21
64	$81,592.27	$2,000.00	$83,592.27
65	$82,133.33	$2,000.00	$84,133.33
66	$82,674.40	$2,000.00	$84,674.40
67	$83,215.46	$2,000.00	$85,215.46
68	$83,756.52	$2,000.00	$85,756.52
69	$84,297.58	$2,000.00	$86,297.58
70	$84,838.65	$2,000.00	$86,838.65
71	$85,379.71	$2,000.00	$87,379.71
72	$85,920.77	$2,000.00	$87,920.77
73	$86,461.84	$2,000.00	$88,461.84
74	$87,002.90	$2,000.00	$89,002.90
75	$87,543.96	$2,000.00	$89,543.96
76	$88,085.02	$2,000.00	$90,085.02
77	$88,626.09	$2,000.00	$90,626.09

78	$82,400.00	$2,000.00	$84,400.00
79	$82,900.00	$2,000.00	$84,900.00
80	$83,400.00	$2,000.00	$85,400.00
81	$83,900.00	$2,000.00	$85,900.00

78	$89,167.15	$2,000.00	$91,167.15
79	$89,708.21	$2,000.00	$91,708.21
80	$90,249.28	$2,000.00	$92,249.28
81	$90,790.34	$2,000.00	$92,790.34

PLACEMENT AT HIRE SCHEDULE A			
		9.5 Month	10.5 Month
Years of Experience	0	$45,900.00	$49,505.31
	1	$46,400.00	$50,046.38
	2	$46,900.00	$50,587.44
	3	$47,400.00	$51,128.50
	4	$47,900.00	$51,669.57
	5	$48,400.00	$52,210.63
	6	$48,900.00	$52,751.69
	7	$49,400.00	$53,292.75
	8	$49,900.00	$53,833.82
	9	$50,400.00	$54,374.88
	10	$50,900.00	$54,915.94
	11	$51,400.00	$55,457.00
	12	$51,900.00	$55,998.07
	13	$52,400.00	$56,539.13
	14	$52,900.00	$57,080.19
	15	$53,400.00	$57,621.26

STIPENDS DEGREE COMPENSATION	
Master's	$2,000.00
Doctorate	$3,000.00

29-14 Salary Schedule – OT, PT, & SLP

Grade MA1

- Certified Occupational Therapist Assistant (COTA)

Grade MA2

- Board Certified Behavior Analyst (BCBA)
- Educational Audiologist
- Exceptional Education OT, PT APE Lead
- Occupational Therapist
- Orientation and Mobility Specialist
- Physical Therapist
- Speech Language Pathologist
- Speech Language Pathologist - Hybrid
- Speech Language Pathologist - Remote

- Speech Language Pathologist Fellow

Step	Grade MA1 Base	Grade MA1 Override	Grade MA1 Total
1	$52,044.21	$2,081.77	$54,125.98
2	$52,564.65	$2,102.59	$54,667.24
3	$53,090.30	$2,123.61	$55,213.91
4	$53,621.20	$2,144.85	$55,766.05
5	$54,157.41	$2,166.30	$56,323.71
6	$54,698.98	$2,187.96	$56,886.94
7	$55,245.97	$2,209.84	$57,455.81
8	$55,798.43	$2,231.94	$58,030.37
9	$56,356.42	$2,254.26	$58,610.68
10	$56,919.98	$2,276.80	$59,196.78
11	$57,489.18	$2,299.57	$59,788.75
12	$58,064.07	$2,322.56	$60,386.63
13	$58,644.71	$2,345.79	$60,990.50
14	$59,231.16	$2,369.25	$61,600.41
15	$59,823.47	$2,392.94	$62,216.41
16	$60,421.71	$2,416.87	$62,838.58
17	$61,025.93	$2,441.04	$63,466.97
18	$61,636.18	$2,465.45	$64,101.63
19	$62,252.55	$2,490.10	$64,742.65
20	$62,875.07	$2,515.00	$65,390.07
21	$63,503.82	$2,540.15	$66,043.97
22	$64,138.86	$2,565.55	$66,704.41
23	$64,780.25	$2,591.21	$67,371.46
24	$65,428.05	$2,617.12	$68,045.17
25	$66,082.33	$2,643.29	$68,725.62
26	$66,743.16	$2,669.73	$69,412.89
27	$67,410.59	$2,696.42	$70,107.01
28	$68,084.69	$2,723.39	$70,808.08
29	$68,765.54	$2,750.62	$71,516.16
30	$69,453.20	$2,778.13	$72,231.33
31	$70,147.73	$2,805.91	$72,953.64
32	$70,849.20	$2,833.97	$73,683.17
33	$71,557.70	$2,862.31	$74,420.01
34	$72,273.27	$2,890.93	$75,164.20
35	$72,996.01	$2,919.84	$75,915.85
36	$73,725.97	$2,949.04	$76,675.01
37	$74,463.23	$2,978.53	$77,441.76
38	$75,207.86	$3,008.31	$78,216.17
39	$75,959.94	$3,038.40	$78,998.34

Step	Grade MA2 Base	Grade MA2 Override	Grade MA2 Total
1	$62,155.70	$2,486.23	$64,641.93
2	$62,747.26	$2,509.89	$65,257.15
3	$63,344.73	$2,533.79	$65,878.52
4	$63,948.18	$2,557.93	$66,506.11
5	$64,557.66	$2,582.31	$67,139.97
6	$65,173.24	$2,606.93	$67,780.17
7	$65,794.97	$2,631.80	$68,426.77
8	$66,422.92	$2,656.92	$69,079.84
9	$67,057.15	$2,682.29	$69,739.44
10	$67,697.72	$2,707.91	$70,405.63
11	$68,344.70	$2,733.79	$71,078.49
12	$68,998.15	$2,759.93	$71,758.08
13	$69,658.13	$2,786.33	$72,444.46
14	$70,324.71	$2,812.99	$73,137.70
15	$70,997.96	$2,839.92	$73,837.88
16	$71,677.94	$2,867.12	$74,545.06
17	$72,364.72	$2,894.59	$75,259.31
18	$73,058.37	$2,922.33	$75,980.70
19	$73,758.95	$2,950.36	$76,709.31
20	$74,466.54	$2,978.66	$77,445.20
21	$75,181.21	$3,007.25	$78,188.46
22	$75,903.02	$3,036.12	$78,939.14
23	$76,632.05	$3,065.28	$79,697.33
24	$77,368.37	$3,094.73	$80,463.10
25	$78,112.05	$3,124.48	$81,236.53
26	$78,863.17	$3,154.53	$82,017.70
27	$79,621.80	$3,184.87	$82,806.67
28	$80,388.02	$3,215.52	$83,603.54
29	$81,161.90	$3,246.48	$84,408.38
30	$81,943.52	$3,277.74	$85,221.26
31	$82,732.96	$3,309.32	$86,042.28
32	$83,530.29	$3,341.21	$86,871.50
33	$84,335.59	$3,373.42	$87,709.01
34	$85,148.95	$3,405.96	$88,554.91
35	$85,970.44	$3,438.82	$89,409.26
36	$86,800.14	$3,472.01	$90,272.15
37	$87,638.14	$3,505.53	$91,143.67
38	$88,484.52	$3,539.38	$92,023.90
39	$89,339.37	$3,573.57	$92,912.94

40	$76,719.54	$3,068.78	$79,788.32
41	$77,486.73	$3,099.47	$80,586.20
42	$78,261.60	$3,130.46	$81,392.06
43	$79,044.21	$3,161.77	$82,205.98
44	$79,834.66	$3,193.39	$83,028.05
45	$80,633.00	$3,225.32	$83,858.32
46	$81,439.33	$3,257.57	$84,696.90
47	$82,253.73	$3,290.15	$85,543.88
48	$83,076.26	$3,323.05	$86,399.31

40	$90,202.76	$3,608.11	$93,810.87
41	$91,074.79	$3,642.99	$94,717.78
42	$91,955.54	$3,678.22	$95,633.76
43	$92,845.10	$3,713.80	$96,558.90
44	$93,743.55	$3,749.74	$97,493.29
45	$94,650.99	$3,786.04	$98,437.03
46	$95,567.50	$3,822.70	$99,390.20
47	$96,493.18	$3,859.73	$100,352.91
48	$97,428.11	$3,897.12	$101,325.23

29-15 Salary Schedule – Social Worker

- Social Worker - Bachelor's - SW1
- Social Worker - Master's - SW1
- Social Worker LCSW - SW2

Step	Grade SW1 Base	Grade SW1 Override	Grade SW1 Total
1	$42,196.54	$1,687.86	$43,884.40
2	$42,618.50	$1,704.74	$44,323.24
3	$43,044.69	$1,721.79	$44,766.48
4	$43,475.13	$1,739.01	$45,214.14
5	$43,909.89	$1,756.40	$45,666.29
6	$44,348.98	$1,773.96	$46,122.94
7	$44,792.47	$1,791.70	$46,584.17
8	$45,240.40	$1,809.62	$47,050.02
9	$45,692.80	$1,827.71	$47,520.51
10	$46,149.73	$1,845.99	$47,995.72
11	$46,611.23	$1,864.45	$48,475.68
12	$47,077.34	$1,883.09	$48,960.43
13	$47,548.11	$1,901.92	$49,450.03
14	$48,023.60	$1,920.94	$49,944.54
15	$48,503.83	$1,940.15	$50,443.98
16	$48,988.87	$1,959.55	$50,948.42
17	$49,478.76	$1,979.15	$51,457.91
18	$49,973.55	$1,998.94	$51,972.49
19	$50,473.28	$2,018.93	$52,492.21
20	$50,978.01	$2,039.12	$53,017.13
21	$51,487.79	$2,059.51	$53,547.30
22	$52,002.67	$2,080.11	$54,082.78
23	$52,522.70	$2,100.91	$54,623.61
24	$53,047.93	$2,121.92	$55,169.85

Step	Grade SW2 Base	Grade SW2 Override	Grade SW2 Total
1	$45,196.54	$1,807.86	$47,004.40
2	$45,618.50	$1,824.74	$47,443.24
3	$46,044.69	$1,841.79	$47,886.48
4	$46,475.13	$1,859.01	$48,334.14
5	$46,909.89	$1,876.40	$48,786.29
6	$47,348.98	$1,893.96	$49,242.94
7	$47,792.47	$1,911.70	$49,704.17
8	$48,240.40	$1,929.62	$50,170.02
9	$48,692.80	$1,947.71	$50,640.51
10	$49,149.73	$1,965.99	$51,115.72
11	$49,611.23	$1,984.45	$51,595.68
12	$50,077.34	$2,003.09	$52,080.43
13	$50,548.11	$2,021.92	$52,570.03
14	$51,023.60	$2,040.94	$53,064.54
15	$51,503.83	$2,060.15	$53,563.98
16	$51,988.87	$2,079.55	$54,068.42
17	$52,478.76	$2,099.15	$54,577.91
18	$52,973.55	$2,118.94	$55,092.49
19	$53,473.28	$2,138.93	$55,612.21
20	$53,978.01	$2,159.12	$56,137.13
21	$54,487.79	$2,179.51	$56,667.30
22	$55,002.67	$2,200.11	$57,202.78
23	$55,522.70	$2,220.91	$57,743.61
24	$56,047.93	$2,241.92	$58,289.85

25	$53,578.41	$2,143.14	$55,721.55
26	$54,114.19	$2,164.57	$56,278.76
27	$54,655.33	$2,186.21	$56,841.54
28	$55,201.88	$2,208.08	$57,409.96
29	$55,753.90	$2,230.16	$57,984.06
30	$56,311.44	$2,252.46	$58,563.90
31	$56,874.56	$2,274.98	$59,149.54
32	$57,443.30	$2,297.73	$59,741.03
33	$58,017.74	$2,320.71	$60,338.45
34	$58,597.91	$2,343.92	$60,941.83
35	$59,183.89	$2,367.36	$61,551.25
36	$59,775.73	$2,391.03	$62,166.76
37	$60,373.49	$2,414.94	$62,788.43
38	$60,977.22	$2,439.09	$63,416.31
39	$61,587.00	$2,463.48	$64,050.48
40	$62,202.87	$2,488.11	$64,690.98
41	$62,824.89	$2,513.00	$65,337.89
42	$63,453.14	$2,538.13	$65,991.27
43	$64,087.67	$2,563.51	$66,651.18
44	$64,728.55	$2,589.14	$67,317.69
45	$65,375.84	$2,615.03	$67,990.87
46	$66,029.60	$2,641.18	$68,670.78
47	$66,689.89	$2,667.60	$69,357.49
48	$67,356.79	$2,694.27	$70,051.06

25	$56,578.41	$2,263.14	$58,841.55
26	$57,114.19	$2,284.57	$59,398.76
27	$57,655.33	$2,306.21	$59,961.54
28	$58,201.88	$2,328.08	$60,529.96
29	$58,753.90	$2,350.16	$61,104.06
30	$59,311.44	$2,372.46	$61,683.90
31	$59,874.56	$2,394.98	$62,269.54
32	$60,443.30	$2,417.73	$62,861.03
33	$61,017.74	$2,440.71	$63,458.45
34	$61,597.91	$2,463.92	$64,061.83
35	$62,183.89	$2,487.36	$64,671.25
36	$62,775.73	$2,511.03	$65,286.76
37	$63,373.49	$2,534.94	$65,908.43
38	$63,977.22	$2,559.09	$66,536.31
39	$64,587.00	$2,583.48	$67,170.48
40	$65,202.87	$2,608.11	$67,810.98
41	$65,824.89	$2,633.00	$68,457.89
42	$66,453.14	$2,658.13	$69,111.27
43	$67,087.67	$2,683.51	$69,771.18
44	$67,728.55	$2,709.14	$70,437.69
45	$68,375.84	$2,735.03	$71,110.87
46	$69,029.60	$2,761.18	$71,790.78
47	$69,689.89	$2,787.60	$72,477.49
48	$70,356.79	$2,814.27	$73,171.06

29-16 Salary Schedule – Nurses

- Nurse
- Nurse, Lead (Starting Step 20 at $60,666.19)

Step	Grade Nurse Base	Grade Nurse Override	Grade Nurse Total
1	$50,215.83	$2,008.63	$52,224.46
2	$50,717.99	$2,028.72	$52,746.71
3	$51,225.17	$2,049.01	$53,274.18
4	$51,737.42	$2,069.50	$53,806.92
5	$52,254.79	$2,090.19	$54,344.98
6	$52,777.34	$2,111.09	$54,888.43
7	$53,305.11	$2,132.20	$55,437.31
8	$53,838.17	$2,153.53	$55,991.70
9	$54,376.55	$2,175.06	$56,551.61
10	$54,920.31	$2,196.81	$57,117.12
11	$55,469.52	$2,218.78	$57,688.30

Step	Grade Nurse Base	Grade Nurse Override	Grade Nurse Total
25	$63,760.78	$2,550.43	$66,311.21
26	$64,398.39	$2,575.94	$66,974.33
27	$65,042.37	$2,601.69	$67,644.06
28	$65,692.79	$2,627.71	$68,320.50
29	$66,349.72	$2,653.99	$69,003.71
30	$67,013.22	$2,680.53	$69,693.75
31	$67,683.35	$2,707.33	$70,390.68
32	$68,360.18	$2,734.41	$71,094.59
33	$69,043.79	$2,761.75	$71,805.54
34	$69,734.22	$2,789.37	$72,523.59
35	$70,431.57	$2,817.26	$73,248.83

12	$56,024.21	$2,240.97	$58,265.18
13	$56,584.45	$2,263.38	$58,847.83
14	$57,150.30	$2,286.01	$59,436.31
15	$57,721.80	$2,308.87	$60,030.67
16	$58,299.02	$2,331.96	$60,630.98
17	$58,882.01	$2,355.28	$61,237.29
18	$59,470.83	$2,378.83	$61,849.66
19	$60,065.54	$2,402.62	$62,468.16
20	$60,666.19	$2,426.65	$63,092.84
21	$61,272.85	$2,450.91	$63,723.76
22	$61,885.58	$2,475.42	$64,361.00
23	$62,504.44	$2,500.18	$65,004.62
24	$63,129.48	$2,525.18	$65,654.66

36	$71,135.88	$2,845.44	$73,981.32
37	$71,847.24	$2,873.89	$74,721.13
38	$72,565.71	$2,902.63	$75,468.34
39	$73,291.37	$2,931.65	$76,223.02
40	$74,024.28	$2,960.97	$76,985.25
41	$74,764.53	$2,990.58	$77,755.11
42	$75,512.17	$3,020.49	$78,532.66
43	$76,267.29	$3,050.69	$79,317.98
44	$77,029.97	$3,081.20	$80,111.17
45	$77,800.27	$3,112.01	$80,912.28
46	$78,578.27	$3,143.13	$81,721.40
47	$79,364.05	$3,174.56	$82,538.61
48	$80,157.69	$3,206.31	$83,364.00

29-17 Salary Schedule – Exceptional Education

Grade 1:

- Ex Ed Adapted PE Teacher
- Ex Ed Itinerant Teacher
- Ex Ed Teacher
- Ex Ed Teacher - Early Childhood
- Ex Ed Teacher - Inclusion
- Job Development Instructor

Grade 2:

- Ex Ed Teacher - Self-Contained

Step	Grade ExEd1 Base	Override	Suppl Base/Menu	Total
1	$41,800.00	$2,000.00	$11,600.00	$55,400.00
2	$42,300.00	$2,000.00	$11,600.00	$55,900.00
3	$42,800.00	$2,000.00	$11,600.00	$56,400.00
4	$43,300.00	$2,000.00	$11,600.00	$56,900.00
5	$43,800.00	$2,000.00	$11,600.00	$57,400.00
6	$44,300.00	$2,000.00	$11,600.00	$57,900.00
7	$44,800.00	$2,000.00	$11,600.00	$58,400.00
8	$45,300.00	$2,000.00	$11,600.00	$58,900.00
9	$45,800.00	$2,000.00	$11,600.00	$59,400.00
10	$46,300.00	$2,000.00	$11,600.00	$59,900.00
11	$46,800.00	$2,000.00	$11,600.00	$60,400.00
12	$47,300.00	$2,000.00	$11,600.00	$60,900.00
13	$47,800.00	$2,000.00	$11,600.00	$61,400.00
14	$48,300.00	$2,000.00	$11,600.00	$61,900.00

Step	Grade ExEd2 Base	Override	Suppl Base/Menu	Total
1	$47,800.00	$2,000.00	$11,600.00	$61,400.00
2	$48,300.00	$2,000.00	$11,600.00	$61,900.00
3	$48,800.00	$2,000.00	$11,600.00	$62,400.00
4	$49,300.00	$2,000.00	$11,600.00	$62,900.00
5	$49,800.00	$2,000.00	$11,600.00	$63,400.00
6	$50,300.00	$2,000.00	$11,600.00	$63,900.00
7	$50,800.00	$2,000.00	$11,600.00	$64,400.00
8	$51,300.00	$2,000.00	$11,600.00	$64,900.00
9	$51,800.00	$2,000.00	$11,600.00	$65,400.00
10	$52,300.00	$2,000.00	$11,600.00	$65,900.00
11	$52,800.00	$2,000.00	$11,600.00	$66,400.00
12	$53,300.00	$2,000.00	$11,600.00	$66,900.00
13	$53,800.00	$2,000.00	$11,600.00	$67,400.00
14	$54,300.00	$2,000.00	$11,600.00	$67,900.00

15	$48,800.00	$2,000.00	$11,600.00	$62,400.00
16	$49,300.00	$2,000.00	$11,600.00	$62,900.00
17	$49,800.00	$2,000.00	$11,600.00	$63,400.00
18	$50,300.00	$2,000.00	$11,600.00	$63,900.00
19	$50,800.00	$2,000.00	$11,600.00	$64,400.00
20	$51,300.00	$2,000.00	$11,600.00	$64,900.00
21	$51,800.00	$2,000.00	$11,600.00	$65,400.00
22	$52,300.00	$2,000.00	$11,600.00	$65,900.00
23	$52,800.00	$2,000.00	$11,600.00	$66,400.00
24	$53,300.00	$2,000.00	$11,600.00	$66,900.00
25	$53,800.00	$2,000.00	$11,600.00	$67,400.00
26	$54,300.00	$2,000.00	$11,600.00	$67,900.00
27	$54,800.00	$2,000.00	$11,600.00	$68,400.00
28	$55,300.00	$2,000.00	$11,600.00	$68,900.00
29	$55,800.00	$2,000.00	$11,600.00	$69,400.00
30	$56,300.00	$2,000.00	$11,600.00	$69,900.00
31	$56,800.00	$2,000.00	$11,600.00	$70,400.00
32	$57,300.00	$2,000.00	$11,600.00	$70,900.00
33	$57,800.00	$2,000.00	$11,600.00	$71,400.00
34	$58,300.00	$2,000.00	$11,600.00	$71,900.00
35	$58,800.00	$2,000.00	$11,600.00	$72,400.00
36	$59,300.00	$2,000.00	$11,600.00	$72,900.00
37	$59,800.00	$2,000.00	$11,600.00	$73,400.00
38	$60,300.00	$2,000.00	$11,600.00	$73,900.00
39	$60,800.00	$2,000.00	$11,600.00	$74,400.00
40	$61,300.00	$2,000.00	$11,600.00	$74,900.00
41	$61,800.00	$2,000.00	$11,600.00	$75,400.00
42	$62,300.00	$2,000.00	$11,600.00	$75,900.00
43	$62,800.00	$2,000.00	$11,600.00	$76,400.00
44	$63,300.00	$2,000.00	$11,600.00	$76,900.00
45	$63,800.00	$2,000.00	$11,600.00	$77,400.00
46	$64,300.00	$2,000.00	$11,600.00	$77,900.00
47	$64,800.00	$2,000.00	$11,600.00	$78,400.00
48	$65,300.00	$2,000.00	$11,600.00	$78,900.00
49	$65,800.00	$2,000.00	$11,600.00	$79,400.00
50	$66,300.00	$2,000.00	$11,600.00	$79,900.00
51	$66,800.00	$2,000.00	$11,600.00	$80,400.00
52	$67,300.00	$2,000.00	$11,600.00	$80,900.00
53	$67,800.00	$2,000.00	$11,600.00	$81,400.00
54	$68,300.00	$2,000.00	$11,600.00	$81,900.00
55	$68,800.00	$2,000.00	$11,600.00	$82,400.00
56	$69,300.00	$2,000.00	$11,600.00	$82,900.00
57	$69,800.00	$2,000.00	$11,600.00	$83,400.00
58	$70,300.00	$2,000.00	$11,600.00	$83,900.00

15	$54,800.00	$2,000.00	$11,600.00	$68,400.00
16	$55,300.00	$2,000.00	$11,600.00	$68,900.00
17	$55,800.00	$2,000.00	$11,600.00	$69,400.00
18	$56,300.00	$2,000.00	$11,600.00	$69,900.00
19	$56,800.00	$2,000.00	$11,600.00	$70,400.00
20	$57,300.00	$2,000.00	$11,600.00	$70,900.00
21	$57,800.00	$2,000.00	$11,600.00	$71,400.00
22	$58,300.00	$2,000.00	$11,600.00	$71,900.00
23	$58,800.00	$2,000.00	$11,600.00	$72,400.00
24	$59,300.00	$2,000.00	$11,600.00	$72,900.00
25	$59,800.00	$2,000.00	$11,600.00	$73,400.00
26	$60,300.00	$2,000.00	$11,600.00	$73,900.00
27	$60,800.00	$2,000.00	$11,600.00	$74,400.00
28	$61,300.00	$2,000.00	$11,600.00	$74,900.00
29	$61,800.00	$2,000.00	$11,600.00	$75,400.00
30	$62,300.00	$2,000.00	$11,600.00	$75,900.00
31	$62,800.00	$2,000.00	$11,600.00	$76,400.00
32	$63,300.00	$2,000.00	$11,600.00	$76,900.00
33	$63,800.00	$2,000.00	$11,600.00	$77,400.00
34	$64,300.00	$2,000.00	$11,600.00	$77,900.00
35	$64,800.00	$2,000.00	$11,600.00	$78,400.00
36	$65,300.00	$2,000.00	$11,600.00	$78,900.00
37	$65,800.00	$2,000.00	$11,600.00	$79,400.00
38	$66,300.00	$2,000.00	$11,600.00	$79,900.00
39	$66,800.00	$2,000.00	$11,600.00	$80,400.00
40	$67,300.00	$2,000.00	$11,600.00	$80,900.00
41	$67,800.00	$2,000.00	$11,600.00	$81,400.00
42	$68,300.00	$2,000.00	$11,600.00	$81,900.00
43	$68,800.00	$2,000.00	$11,600.00	$82,400.00
44	$69,300.00	$2,000.00	$11,600.00	$82,900.00
45	$69,800.00	$2,000.00	$11,600.00	$83,400.00
46	$70,300.00	$2,000.00	$11,600.00	$83,900.00
47	$70,800.00	$2,000.00	$11,600.00	$84,400.00
48	$71,300.00	$2,000.00	$11,600.00	$84,900.00
49	$71,800.00	$2,000.00	$11,600.00	$85,400.00
50	$72,300.00	$2,000.00	$11,600.00	$85,900.00
51	$72,800.00	$2,000.00	$11,600.00	$86,400.00
52	$73,300.00	$2,000.00	$11,600.00	$86,900.00
53	$73,800.00	$2,000.00	$11,600.00	$87,400.00
54	$74,300.00	$2,000.00	$11,600.00	$87,900.00
55	$74,800.00	$2,000.00	$11,600.00	$88,400.00
56	$75,300.00	$2,000.00	$11,600.00	$88,900.00
57	$75,800.00	$2,000.00	$11,600.00	$89,400.00
58	$76,300.00	$2,000.00	$11,600.00	$89,900.00

59	$70,800.00	$2,000.00	$11,600.00	$84,400.00
60	$71,300.00	$2,000.00	$11,600.00	$84,900.00
61	$71,800.00	$2,000.00	$11,600.00	$85,400.00
62	$72,300.00	$2,000.00	$11,600.00	$85,900.00
63	$72,800.00	$2,000.00	$11,600.00	$86,400.00
64	$73,300.00	$2,000.00	$11,600.00	$86,900.00
65	$73,800.00	$2,000.00	$11,600.00	$87,400.00
66	$74,300.00	$2,000.00	$11,600.00	$87,900.00
67	$74,800.00	$2,000.00	$11,600.00	$88,400.00
68	$75,300.00	$2,000.00	$11,600.00	$88,900.00
69	$75,800.00	$2,000.00	$11,600.00	$89,400.00
70	$76,300.00	$2,000.00	$11,600.00	$89,900.00
71	$76,800.00	$2,000.00	$11,600.00	$90,400.00
72	$77,300.00	$2,000.00	$11,600.00	$90,900.00
73	$77,800.00	$2,000.00	$11,600.00	$91,400.00
74	$78,300.00	$2,000.00	$11,600.00	$91,900.00
75	$78,800.00	$2,000.00	$11,600.00	$92,400.00
76	$79,300.00	$2,000.00	$11,600.00	$92,900.00
77	$79,800.00	$2,000.00	$11,600.00	$93,400.00
78	$80,300.00	$2,000.00	$11,600.00	$93,900.00
79	$80,800.00	$2,000.00	$11,600.00	$94,400.00
80	$81,300.00	$2,000.00	$11,600.00	$94,900.00
81	$81,800.00	$2,000.00	$11,600.00	$95,400.00

59	$76,800.00	$2,000.00	$11,600.00	$90,400.00
60	$77,300.00	$2,000.00	$11,600.00	$90,900.00
61	$77,800.00	$2,000.00	$11,600.00	$91,400.00
62	$78,300.00	$2,000.00	$11,600.00	$91,900.00
63	$78,800.00	$2,000.00	$11,600.00	$92,400.00
64	$79,300.00	$2,000.00	$11,600.00	$92,900.00
65	$79,800.00	$2,000.00	$11,600.00	$93,400.00
66	$80,300.00	$2,000.00	$11,600.00	$93,900.00
67	$80,800.00	$2,000.00	$11,600.00	$94,400.00
68	$81,300.00	$2,000.00	$11,600.00	$94,900.00
69	$81,800.00	$2,000.00	$11,600.00	$95,400.00
70	$82,300.00	$2,000.00	$11,600.00	$95,900.00
71	$82,800.00	$2,000.00	$11,600.00	$96,400.00
72	$83,300.00	$2,000.00	$11,600.00	$96,900.00
73	$83,800.00	$2,000.00	$11,600.00	$97,400.00
74	$84,300.00	$2,000.00	$11,600.00	$97,900.00
75	$84,800.00	$2,000.00	$11,600.00	$98,400.00
76	$85,300.00	$2,000.00	$11,600.00	$98,900.00
77	$85,800.00	$2,000.00	$11,600.00	$99,400.00
78	$86,300.00	$2,000.00	$11,600.00	$99,900.00
79	$86,800.00	$2,000.00	$11,600.00	$100,400.00
80	$87,300.00	$2,000.00	$11,600.00	$100,900.00
81	$87,800.00	$2,000.00	$11,600.00	$101,400.00

ARTICLE THIRTY

NO REPRISALS

30-1 Board Reprisals

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

ARTICLE THIRTY-ONE

CONTRACTS

31-1 Contracts

Any MBU identified in Appendix 1 who will be employed by the District for the 2026-2027 contract year shall be issued a written contract similar to the sample contract identified below. The TEA President/designee may review for accuracy the annual employment contracts prior to their distribution.

Title: Certificated and Licensed Contract For 2026-2027

[Employee], being appointed to perform duties in the Tucson Unified School District for the 2026-2027 school year, agrees to perform faithfully all duties assigned according to law and the rules legally established for the government and operation of the schools. Failure to meet stated requirements could constitute grounds for dismissal, subject to all statutory and District regulations governing dismissals.

This Contract is expressly conditioned upon the Employee holding licensure or certification (with appropriate endorsement(s) or approved areas issued by the Arizona Department of Education as appropriate to the position held) on

or before the first duty day of the 2026-2027 school year and during the entire term of this contract.

This Contract is expressly conditioned on the Employee holding and maintaining, during the entire term of this contract a valid fingerprint card issued pursuant to A.R.S. §41-1758 and 15-534, as required.

Annual salary: In consideration of said services, satisfactorily performed, the Governing Board, on behalf of the School District, agrees to pay the above-named individual the Total Amount of the Contract as an annual salary, for full time equivalency (FTE). Partial contracts will be prorated accordingly. The base rate of pay shall be prorated to reflect the actual days of service if less than the number of days specified in Article 12 of the Consensus Agreement. Compensation may also include an advanced degree stipend as specified in Article 29 of the Consensus Agreement. Such stipends will also be prorated to reflect the actual days of service if less than the number of days specified in Article 12.

Liquidated Damages: Employee will be obligated to pay the District: (1) $1,000.00 if Employee terminates this contract between July 1, 2026 through the end of July 15, 2026; or (2) $2,000.00 if Employee terminates this contract beginning July 16, 2026 through the end of December 19,2026; or (3) $2,000.00 if Employee terminates this contract beginning January 5, 2027 through the end of May 22, 2027.

Classroom site fund plan: A teacher may qualify to be paid 301 Pay to Perform monies pursuant to the "Implementation plan for the classroom site fund" (“Performance Pay Plan”) for the 2026-2027 school year adopted by the TUSD Governing Board. In accordance with the Performance Pay Plan, the monies received by the District pursuant to, and as a result of, the Classroom Site Fund that are required to be allocated for teacher compensation based on performance, shall be distributed among District teachers who qualify for such payments.

If Employee qualifies to be paid Performance Pay, pursuant to the District's Performance Pay Plan, the method and timing of payment of such monies, as well as the amount of any such Performance Pay, shall be as specified in the Performance Pay Plan. Any Performance Pay earned by the Employee under the Performance Pay Plan shall be in addition to the monies earned by the Employee as base salary.

All Classroom Site Fund increases anticipated by this contract are contingent upon receipt of funding or legislative authorization to expend. Any increase realized for a given year may be decreased for subsequent years if the level of funding received by the District or if expenditures authorized by the legislature for these components of Classroom Site Fund are not maintained or are decreased, or if the teacher does not qualify or successfully participate in a plan implementing the component.

The Total Amount of the Contract shall be the combination of: (1) the base salary for the step to which Employee is assigned on the Employee’s applicable salary schedule set forth in Article 29 of the Consensus Agreement approved by the Governing Board for the 2026-2027 contract year (“2026-2027 Consensus Agreement”), and (2) any, if applicable, Performance Pay which shall be identified as “Supplemental Base” and/or “Supplemental Menu” on said salary schedule.

The District is providing this Contract to Employee to confirm Employee’s appointment for the 2026-2027 school year. Employee understands and agrees that the Total Amount identified below is the total amount for the step assigned to Employee for the 2026-2027 Consensus Agreement. Employee acknowledges that the Total Amount may increase if the Governing Board approves an increase to either the base salary or supplemental monies. Employee will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Employee.

The District will notify Employee electronically through Infinite Visions if the Governing Board approves a step increase and/or if there is a change to the Total Amount as a result of the Governing Board adopting a 2026-2027 Consensus Agreement.

Employee’s acceptance of this Contract constitutes acceptance of the Total Amount identified for Employee’s assigned step in the 2026-2027 Consensus Agreement as well as acceptance of the assigned step identified as the Salary Schedule below or any applicable step increase that may thereafter be approved by the Governing Board for the 2026-2027 contract year.

Detail:

- Issued by: Tucson Unified School District on [date]
- [Employee Name]
- [Position Description (title)]
- [Position]
- [Total Amount]
- [Salary Schedule (will show step)]
- [Start Date (for contract year)]
- [FTE]
- [Type of Contract (Regular, Temporary)]

I hereby accept this appointment subject to the provisions listed above and those in the Consensus Agreement. I understand that failure to electronically accept this contract within fifteen (15) working days* will void this offer of employment.

Signature:

Gabriel Trujillo, Ed. D

Superintendent of Schools

*Consistent with statute, this will be business days rather than calendar days.

31-2 Temporary Contracts

A. The District shall employ new MBUs on a temporary contract if selected to fill vacancies advertised after Labor Day and/or a MBU selected to fill a vacancy for a position of 3/5 or less. Temporary contract MBUs are hired for the remainder of the school year only. With the exception of those temporary contract MBUs issued a letter of intent to re-employ for the following school year prior to February 1, temporary contract MBUs are guaranteed neither employment, nor given the status of a MBU (for purposes of Article 7 and Article 8) for subsequent school years. The decision as to the issuance of a letter of intent to re-employ for the following school year is left to the sole discretion of the District. Temporary Contract MBUs shall be placed on the applicable salary schedule and shall receive all fringe benefits.

B. Temporary contract MBUs issued a letter of intent to re-employ for the following school year prior to February 1 shall continue in their assignments as MBUs, in accord with Articles 6, 7 and 8.

C. Temporary contract MBUs re-employed on or before the contract start date of the following school year shall:

1. Have their original temporary contract start date with the Tucson Unified School District reinstated as their seniority date.

2. Have any unused personal/sick leave balances restored as sick leave.

3. Be reimbursed for any COBRA costs incurred.

D. Temporary contract employees shall be considered members of the bargaining unit (MBUs) during the term of their contract and are covered by the provisions of this Agreement.

ARTICLE THIRTY-TWO

WAIVER

32-1 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 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 THIRTY-THREE

SHARED DECISION-MAKING

33-1 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.

33-2 Joint Shared Decision-Making

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.

33-3 In all cases, school councils must operate according to state and federal laws and TUSD Board Policy.

ARTICLE THIRTY-FOUR

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 conducted negotiations in good faith commencing in March.

RATIFICATION

ALL PROVISIONS SHALL BE EFFECTIVE JULY 1, 2026, AND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH JUNE 30, 2027.

Tucson Unified School District	Tucson Education Association
_____	_____
Dr. Ravi Shah, President TUSD Governing Board	James Byrne, President Tucson Education Association
Date: _____	Date: _____

Approved as to form and content on this _____ day of _____, 2026 by:

_____

Ricardo Hernandez, Chief Financial Officer
Unified School District

APPENDIX I
Certified / Consensus Certifications

Title of Classification
Athletic Trainer, Head
Board Certified Behavior Analyst (BCBA)
Counselor
Curriculum Service Provider
Dean of Students
Diagnostician
Educational Audiologist
Exceptional Education Adapted PE Teacher
Exceptional Education Intervention Specialist
Exceptional Education Itinerant Teacher
Exceptional Education OT, PT APE Lead
Exceptional Education Resource Support Specialist
Exceptional Education Teacher
In-School Intervention Teacher
Exceptional Education Transition Coordinator
Hygienist
Instructional Coach – Innovative Learning
Instructional Data and Intervention Specialist
Instructional Technology Integration Specialist
Job Development Instructor
Jr. ROTC Officer
Language Acquisition Coach
Library Media Specialist
Magnet Site Coordinator
Nurse
Occupational Therapist
OMA Arts Integration Specialist
Orientation and Mobility Specialist
Professional Development Academic Trainer
Physical Therapist
Project Coordinator for Grants
Reading Coach
Reading Coach - USDE
Resource Teacher
Social Workers – Bachelor's
Social Workers – Master's
Licensed Clinical Social Workers - LCSW
Speech Language Pathologist
Student & Family Support Liaison
Teacher
Teacher - Fine Arts
Teacher - GATE
Teacher - GATE Itinerant
Teacher Mentor
Visual Arts Specialist

APPENDIX II

Eligibility for Rehire – Policy GBQ-E Exhibit

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