

MEMORANDUM OF AGREEMENT

Between

Tucson Unified School District

and

Tucson Education Association

This Memorandum of Agreement is entered into on this 4th day of May, 2016 by and between Tucson Unified School District ("TUSD") and Tucson Education Association ("TEA") who is acting on behalf of the employees who are subject to the TEA White Collar/Food Service ("WC/FS Agreement").

1. On May 4, 2016, TUSD and TEA negotiated this Memorandum of Agreement ("Salary Tentative Agreement") pursuant to Article 15-1 of the WC/FS Agreement.
2. The parties entered into this Salary Tentative Agreement in an effort to present a 2016-2017 WC/FS Agreement to the Governing Board for consideration, approval and adoption at the May 10, 2016 Board Meeting so that the employees who are subject to the TEA WC/FS Agreement can have clear terms of employment prior to the end of the 2015-2016 school year.
3. At the time of this Salary Tentative Agreement, there remained the potential for additional funding to be received by TUSD through the May 17, 2016 public vote on Proposition 123 ("Vote").
4. The parties entered into this Salary Tentative Agreement prior to the end of the legislative session which can still address potential legislation that may affect the TUSD budget for the 2016-2017 fiscal year ("End of Legislative Session").
5. The parties understand that the terms of 2016-2017 WC/FS Agreement will be presented to the Governing Board for consideration, approval and adoption at the May 10, 2016 Board Meeting prior to the Vote and the End of Legislative Session.
6. In consideration of TEA's agreement to present the 2016-2017 WC/FS Agreement prior to the end of the 2015-2016 school year, and to forego its right to wait for the Vote and End of Legislative Session before entering into a 2016-2017 WC/FS Agreement that would address the salary contingencies contained herein, and to avoid the need to return to negotiations after the Vote and End of Legislative Session, the parties have agreed to reach this Salary Tentative Agreement to address each of the contingencies now known that may come to fruition through the Vote and/or End of Legislative Session, the appropriate one of which will be presented by the District to the Governing Board for amendment to Article 15 of the 2016-2017 WC/FS Agreement as described in Article 15-1(b) of the 2016-2017 WC/FS Agreement, if and only if the Vote and End of Legislative Session result in additional funding that may be used by TUSD for salaries for the 2016-2017 contract year.
7. The parties agree to the following terms for contingent provisions the appropriate one of which the District will present to the Governing Board in accordance with Article 15 of the

2016-2017 WC/FS Agreement if and only if the Vote and the End of the Legislative Session result in additional funding that may be used by TUSD for salaries for the 2016-2017 contract year. These contingent provisions do not include the concern of transition to current year funding as that is addressed by the step increase for the 2016-2017 contract year that will be recommended by Dr. Sanchez at the May 10th Board meeting.

- If Proposition 123 passes and House Bill 2480 fails, and the funding for Proposition 123 is received by the District during the 2016-2017 contract year, then the base salary for all employees who are subject to the TEA White Collar/Food Service Agreement will be increased by 1%;
 - If any one of the following three (3) scenarios happens, then there will not be any increase to the base salary or any additional steps permitted to employees who are subject to the TEA White Collar/Food Service Agreement beyond the step increase for the 2016-2017 contract year that will be recommended by Dr. Sanchez at the May 10th Board meeting:
 1. If Proposition 123 fails and House Bill 2480 fails;
 2. If Proposition 123 passes and House Bill 2480 passes, and the funding for Proposition 123 is received by the District during the 2016-2017 contract year; or
 3. If Proposition 123 fails and House Bill 2480 passes.
8. This Memorandum of Agreement may not be disclosed by TUSD and/or TEA unless and until the Vote and the End of the Legislative Session result in additional funding that may be used by TUSD for salaries for the 2016-2017 contract year.

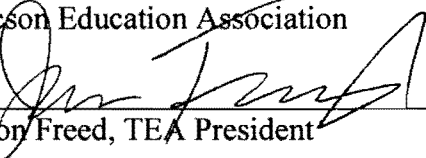
Tucson Unified School District



Michelle Tong, TUSD Chief Negotiator

5/4/16
Date

Tucson Education Association



Jason Freed, TEA President

5-4-16
Date