

# Contingency Agreement

## Terms

The purpose of this agreement is to set the terms and conditions between the employer (TUSD) and the collective bargaining units (CBA). Specifically, the parties agree that in the event that TUSD experiences an unanticipated increase in student enrollment (ADM), an increase in base level per-pupil funding from the Arizona legislature, or other significant change in anticipated revenues, the parties will meet to engage in good faith discussions about how such funding increases might be used to support step increases or other upwards adjustments in compensation for District employees.

According to the terms of this agreement, TUSD agrees to meet with all recognized CBA's to discuss and consider a district wide salary increase no later than December 1<sup>st</sup> 2014. The terms implied or expressed within this document do not in any way constitute or guarantee a raise, but rather the parties' good faith effort to identify the possibility of raises.

The parties agree that all discussions related to this salary increase are contingent upon the District's affordability and sustainability. Further, the parties agree that items listed in A below shall be considered as key components in determining the affordability and sustainability.

### A.

The parties agree to use the following to determine the affordability and sustainability of any proposed step salary adjustments or other increase/stipend.

1. Review the current fiscal year's budget by the December budget revision for available funding for 2014-15.
2. Revise the financials based on the 40<sup>th</sup> day student count for SY 2014-15, including but not limited to any upward adjustment in per pupil funding
3. Any significant additional state or federal funding received above that which was projected for SY 2014-15 in preparation of the budget for the current fiscal year
4. Going into the 2015-16 budget process TUSD will prioritize and research all possibilities of a district wide salary increase.

### B.

The affixed signatures in C below constitute agreement between the parties. This agreement is made without prejudice respective to the positions of the parties. Neither party will use this agreement to establish a precedent nor use this document as a basis for past practices.

### C.



Dr. Shannon Roberts, TUSD  
Chief Negotiator & Director of Employee Relations



Date

*Frances Banales*

Frances Banales, TEA  
President

7-17-14  
Date

*Stacie Emerit*

Stacie Emerit, EIA  
President

7-17-14  
Date

*Linda Hatfield*

Linda Hatfield, CWA 7000  
President

7-17-14  
Date

FOR →

*Lalo Macias*

Lalo Macias, AFSCME Local 449  
Deputy Administrator

7-17-14  
Date