



Governing Board Agenda Special Meeting

Tuesday, July 28, 2026

4:30 p.m. Executive Session; 5:30 p.m. Public Meeting

Duffy Community Center Multipurpose Room

5145 E. Fifth Street

Tucson, AZ 85711

Page

1. SCHEDULE EXECUTIVE MEETING - 4:30 p.m.

1.1 Roll Call

1.2 Motion to Convene Executive Meeting

Motion to go into executive meeting at this time to consider one or more of the following matters:

Student Matters

Student matters pursuant to A.R.S. [§§15-342](#) and A.R.S. [§38-431.03](#) (A)(2) (consideration of records exempt by law from public inspection); legal advice/instruction to attorney pursuant to A.R.S. [§38-431.03](#) Subsections (A)(3) and (A)(4)

Personnel Matters

Personnel issues pursuant to A.R.S. [§38-431.03](#) (A)(1); legal advice/instruction to attorney pursuant to A.R.S. [§38-431.03](#) (A)(3) and (A)(4); and consideration of records exempt by law from public inspection (A)(2)

Discussion/Consultation with Attorney(s)

Discussion or consultation for legal advice with the attorney or attorneys of the Governing Board pursuant to A.R.S. [§38-431.03](#) (A)(3) and/or discussion or consultation with the attorneys of the Governing Board in order to consider its position and instruct its attorneys regarding the Governing Board's position regarding pending litigation pursuant to A.R.S. [§38-431.03](#) (A)(4)

Negotiations for the Purchase, Sale or Lease of Real Property

Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property pursuant to A.R.S. [§38-431.03](#) Subsection (A)(7); Legal advice/instruction to attorney pursuant to A.R.S. [§38-431.03](#) (A)(3) and (A)(4)

Negotiations with Employee Groups

Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives pursuant to A.R.S. [§38-431.03](#) Subsections (A)(5); legal advice/instruction to attorney pursuant to A.R.S. [§38-431.03](#) (A)(3) and (A)(4)

1.3 Student Matters

Description/Justification: The purpose of this executive session will be to discuss

student matters:

1. Consideration of Retention Appeal (1)

Board Policy Considerations: N/A

Legal Considerations: Student matters pursuant to A.R.S. [§§15-342](#) and A.R.S. [§38-431.03](#) (A)(2) (consideration of records exempt by law from public inspection); legal advice/instruction to attorney pursuant to A.R.S. [§38-431.03](#) Subsections (A)(3) and (A)(4)

Internal Presenter(s): Dr. Gabriel Trujillo, Superintendent

External Presenter(s): N/A

1.4 Personnel Matters

Description/Justification: The purpose of this executive session will be to discuss the following:

1. Administrative Appointments, Reassignments, and Transfers
 - Interim Principal, Mary Meredith K-12 School
 - Interim Principal, Pueblo High School
 - Interim Assistant Principal, Pueblo High School
2. Appointment of a new Alternative Education Advisory Committee Member
3. Appointment of new Bond Oversight Committee Members

Board Policy Considerations: N/A

Legal Considerations: Personnel issues pursuant to A.R.S. [§38-431.03](#) (A)(1); legal advice/instruction to attorney pursuant to A.R.S. [§38-431.03](#) (A)(3) and (A)(4); and consideration of records exempt by law from public inspection (A)(2)

*Any officer, appointee, or employee being discussed in a personnel executive session may request that the discussion occur in the public meeting A.R.S. [§38-431.03](#) (A)(1)

Internal Presenter(s): Dr. Gabriel Trujillo, Superintendent; Sadie Shaw, AEAC Board Liaison; Jennifer Eckstrom, BOC Board Liaison

External Presenter(s): N/A

1.5 Discussion or Consultation with Attorney(s)

Description/Justification: The purpose of this executive session will be to discuss legal advice and provide instruction to the Governing Board's attorneys regarding:

1. Discussion of Mediated Settlement Agreement in Case No. CRD-20260384/EEOC No. 35A-2026-00321

Board Policy Considerations: N/A

Legal Considerations: Discussion or consultation for legal advice with the attorney or attorneys of the Governing Board pursuant to A.R.S. [§38-431.03](#) (A)(3) and/or discussion or consultation with the attorneys of the Governing Board in order to consider its position and instruct its attorneys regarding the Governing Board's position regarding pending litigation pursuant to A.R.S. [§38-431.03](#) (A)(4)

Internal Presenter(s): Robert S. Ross, Jr., General Counsel

External Presenter(s): N/A

1.6 Negotiations with Employee Groups

Description/Justification: The purpose of this executive session will be to consider its position and instruct its representatives regarding:

1. AFSCME MOU for 2026-28

Board Policy Consideration: N/A

Legal Considerations: Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives pursuant to A.R.S. [§38-431.03](#) Subsections (A)(5); legal advice/instruction to attorney pursuant to A.R.S. [§38-431.03](#) (A)(3) and (A)(4)

Internal Presenter(s): Jon Fernandez, Chief Human Capital Officer

External Presenter(s): N/A

1.7 Adjourn Executive Meeting and Reconvene Regular Meeting

2. RECONVENE SPECIAL MEETING - CALL TO ORDER - 5:30 p.m.

2.1 Roll Call

2.2 Land Acknowledgement Statement

2.3 Pledge of Allegiance

2.4 Agenda Adjustments

The order of items on this agenda may be modified during the meeting at the discretion of the Board President or upon a motion to amend the order of business which is approved by the Board.

3. AWARDS AND RECOGNITIONS

3.1 Awards and Recognitions

Description/Justification: Dr. Trujillo will report on District students and staff recognitions.

Board Policy Considerations: N/A

Legal Considerations: N/A

Internal Presenter(s): Dr. Gabriel Trujillo, Superintendent

External Presenter(s): N/A

4. BOARD MEMBER ACTIVITY REPORTS

4.1 Board Member Activity Reports

Description/Justification: Board members will share district-related activities they have participated in since the previous Special meeting.

Board Policy Considerations: N/A

Legal Considerations: N/A

Internal Presenters: Governing Board Members

External Presenters: N/A

5. CALL TO THE AUDIENCE

5.1 Guidelines to Address the Board

The following procedures related to the Call to the Audience portion of Board meetings

will be observed:

- Members of the public who wish to address the Board shall complete a Request to Address Board form and submit electronically, to the Board Office by noon the day of the meeting or physically to Board Staff at the meeting before the close of Call to the Audience.
- Submission must include name of speaker, topic of comments and should indicate which agenda item your comments relate to.
- Submission must indicate whether individuals will address the Board in person or will submit written comments to be read into the record (email written comments to governingboard@tusd1.org) by noon the day of the meeting.

At this time during the meeting, members of the audience may address the Board in regard to items of concern. Each audience member is allowed three minutes with a total time allotment for this item of 20 minutes.

6. CONSENT AGENDA (All items listed will be considered as a group with one motion. There will not be separate discussion of these items unless a Board Member so requests, in which case the item will be removed from the consent agenda and considered as a separate item.)

6.1 Approval of Consent Agenda Items 6.2 through 6.8

Dr. Trujillo recommends approval of the Consent Agenda items 6.2 through 6.8.

6.2 Approval of the Intergovernmental Agreement (IGA) between Tucson Unified School District Holladay Fine Arts Elementary Magnet School and the Arizona Professional Learning Series (AZPLS) of the AZ Department of Education

15

Fiscal Impact: No

Dollar Amount: N/A

Budgeted: No

Budget Source: N/A

Description/Justification: This project provides funding for one (1) year to Public Education Agencies (PEA) through Arizona Professional Learning Series (AZPLS) to assist district, charter, and school teams with the development of a school-wide approach for the collaborative planning between general education and special education teachers and the implementation of (AZPLS) modules to all staff; use AZPLS data tools, collection, and analysis; implement teaching and learning strategies; and sustain all AZPLS requirements to increase literacy achievement for all students.

Board Policy Consideration: N/A

Legal Considerations: N/A

Internal Presenters: Dr. Sabrina Salmon, Senior Director, Exceptional Education; Shakenya Humphries-Gholson, Principal, Holladay Fine Arts Elementary Magnet School

External Presenters: N/A

[Holladay ADE AGREEMENT 2026-2027.pdf](#) 

[Holladay PD PROGRAM 2026-2027.pdf](#) 

Motion to approve the Intergovernmental Agreement (IGA) between Tucson Unified School District Holladay Fine Arts Elementary Magnet School and the Arizona Professional

Learning Series (AZPLS) of the AZ Department of Education as presented.

- 6.3 Approval of the Intergovernmental Agreement (IGA) between Pima County Joint Technical Education District (JTED) and Tucson Unified School District for Innovation Tech High School at the JTED at The Bridges Innovative Learning Center 38

Fiscal Impact: Yes

Dollar Amount: \$600,000

Budgeted: Yes

Budget Source: Unrestricted Capital Outlay

Description/Justification: The original IGA with JTED started six years ago and expired on June 30, 2026. Over the course of the last six months JTED and TUSD have been discussing modifications to the IGA to improve the partnership between the parties. Those changes are shown in the attached *Summary of JTED-TUSD IGA Changes v2*. The IGA is also attached.

Board Policy Considerations: N/A

Legal Considerations: N/A

Internal Presenters: Bryant Nodine, Operations Program Manager; Ricky Hernández, SFO, Chief Financial Officer; and Robert Ross, General Counsel, will be available to answer questions.

External Presenters: N/A

[Summary of JTED-TUSD IGA Changes v2.pdf](#) 

[REVJTED-TUSD ITHS 7-21-26 SHARED USE AGREEMENT .pdf](#) 

Motion to approve the Intergovernmental Agreement (IGA) between Pima County Joint Technical Education District (JTED) and Tucson Unified School District for Innovation Tech High School at the JTED at The Bridges Innovative Learning Center.

- 6.4 Approval of Agreements with the City of Tucson for Right-of-Way Easements and Purchases at Rincon-University High School, Howell Elementary School, and Sewell Elementary School, with Authorization for the Operations Program Manager to Execute the Agreements 54

Fiscal Impact: Yes

Dollar Amount: \$6,180.00

Budgeted: No

Budget Source: School Plant Fund (Revenue)

Description/Justification: The City of Tucson is planning to construct a public improvement project along 5th Street to improve walkability from Alvernon Way to Wilmot Road. This is part of the improvements approved by voters in Proposition 101. The project requires the acquisition of small easements near Rincon-University High School, Peter Howell Elementary School, and Sewell Elementary School, as well as a small property at Sewell. The process for acquisition is described in the attached booklet entitled “Improving Our Public Places”.

The attached offer packages depict the areas to be acquired and the offer for their acquisition. All acquisitions are based on a value of \$14.12 per square foot.

Board Policy Considerations: N/A

Legal Considerations: A.R.S. § 15-342.10 authority to sell properties if approved

the school district electorate or if less than \$50,000.

Internal Presenter: Bryant Nodine, Operations Program Manager, will be available to answer questions.

External Presenter(s): N/A

[ImprovPubPlacesBro.pdf](#) 

[Offer Package - TUSD - Sewell.pdf](#) 

[Offer Package - TUSD Howell.pdf](#) 

[Offer Package - TUSD Rincon.pdf](#) 

Motion to approve acquisition by the City of Tucson, of easements and/or property at Rincon-University High School, Howell Elementary School, and Sewell Elementary School, with authorization for the Operations Program Manager to execute the agreements.

- 6.5 Approval of Amendment III to the Lease with Verizon Wireless for the Cellular Tower at Catalina High School, with Authorization for the Operations Program Manager to Execute the Amendment 151

Fiscal Impact: Yes

Dollar Amount: \$37,396.00

Budgeted: No

Budget Source: Civic Center (Revenue)

Description/Justification: Verizon is requesting an extension to the lease for the communication tower north of the bleachers at Catalina High. The lease expires on August 31, 2030. The current lease provides a revenue of \$37,396 annually with a 20% escalation rate every five years. The proposed amendment has the following provisions:

- a lease rate of \$37,396 when they renew;
- a 3% annual escalation rate; and,
- one initial ten-year term starting on September 1, 2030, followed by one five-year renewal term terminating September 5, 2045.

The renewal is supported by the school leadership.

Board Policy Considerations: N/A

Legal Considerations: A.R.S. § 15-342 provides the authority to enter into leases.

Internal Presenter: Bryant Nodine, Operations Program Manager, will be available to answer questions.

External Presenter(s): N/A

[12506_5000264567_Third Amendment_EXECUTABLE_06.11.2026.pdf](#) 

Motion to approve the lease amendment with Verizon Wireless for the Cellular Tower at Catalina High School, with Authorization for the Operations Program Manager to execute the amended agreement.

- 6.6 Approval of the Settlement Agreement to Resolve Case#CRD-2026-0384/EEOC 35A-2026-0032, with Authorization for General Counsel to Execute the Agreement

Fiscal Impact: Yes

Dollar Amount: \$2,000.00

Budgeted: Yes

Budget Source: Maintenance & Operations

Description/Justification: The parties engaged in mediation to resolve complaint #CRD-2026-0384/EEOC 35A-2026-00321. Because of the legal issues involved, the settlement is confidential. The settlement will result in the dismissal of the action and a full release of claims.

The background and settlement agreement has been provided to the Governing Board and an opportunity to be discussed in a legal advice executive session.

Note: The Trust will reimburse TUSD \$1,000.00.

Board Policy Consideration: N/A

Legal Considerations: N/A

Internal Presenter: Robert S. Ross Jr., General Counsel

External Presenter(s): N/A

Motion to approve the Settlement Agreement to Resolve Case#CRD-2026-0384/EEOC 35A-2026-0032 with Authorization for General Counsel to execute the agreement.

- 6.7 Minutes of Tucson Unified School District Governing Board Meeting - July 14, 2026 154

Description/Justification: To approve the minutes of the Governing Board meeting held on July 14, 2026.

Board Policy Consideration: N/A

Legal Consideration: N/A

Internal Presenter: Yolanda Borboa, Program Coordinator, Staff Services to the Governing Board

External Presenters: N/A

[GOVERNING BOARD AGENDA REGULAR MEETING - Jul 14 2026 - Minutes - Html](#) 

Motion to approve the minutes of the Governing Board meeting held on July 14, 2026.

- 6.8 Minutes of Tucson Unified School District Governing Board Meeting - July 21, 2026 164

Description/Justification: To approve the minutes of the Governing Board meeting held on July 21, 2026.

Board Policy Consideration: N/A

Legal Consideration: N/A

Internal Presenter: Yolanda Borboa, Program Coordinator, Staff Services to the Governing Board

External Presenters: N/A

[GOVERNING BOARD AGENDA SPECIAL EXECUTIVE SESSION MEETING - Jul 21 2026 - Minutes - Html](#) 

Motion to approve the minutes of the Governing Board meeting held on July 21, 2026.

7. ACTION ITEM(S)

- 7.1 Administrative Appointments, Reassignments, and Transfers - Interim Principal, Mary Meredith K-12 School

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Maintenance & Operations

Description/Justification: To approve the selected candidate to serve as Interim

Principal of Mary Meredith K-12 School.

Board Policy Considerations: N/A

Legal Considerations: N/A

Internal Presenter: Dr. Gabriel Trujillo, Superintendent, will be available to answer questions.

External Presenter(s): N/A

Motion to approve the selected candidate to serve as Interim Principal of Mary Meredith K-12 School.

- 7.2 Administrative Appointments, Reassignments, and Transfers - Interim Principal, Pueblo High School

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Maintenance & Operations

Description/Justification: To approve the selected candidate to serve as Interim Principal of Pueblo High School.

Board Policy Considerations: N/A

Legal Considerations: N/A

Internal Presenter: Dr. Gabriel Trujillo, Superintendent, will be available to answer questions.

External Presenter(s): N/A

Motion to approve the selected candidate to serve as Interim Principal of Pueblo High School.

- 7.3 Administrative Appointments, Reassignments, and Transfers - Interim Assistant Principal, Pueblo High School

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Maintenance & Operations

Description/Justification: To approve the selected candidate to serve as Interim Assistant Principal of Pueblo High School.

Board Policy Considerations: N/A

Legal Considerations: N/A

Internal Presenter: Dr. Gabriel Trujillo, Superintendent, will be available to answer questions.

External Presenter(s): N/A

Motion to approve the selected candidate to serve as Interim Assistant Principal of Pueblo High School.

- 7.4 Approval of Mansfeld STEM+ Middle Magnet School Student Uniform Options for the 2026-2027 School Year

165

Fiscal Impact: No

Dollar Amount: N/A

Budgeted: N/A

Budget Source: N/A

Description/Justification: Request for Governing Board approval of the proposed student uniform options for Mansfeld STEM+ Middle Magnet School for the 2026–

2027 school year. The approved uniform selections will provide students and families with clear dress expectations that support a positive learning environment, promote school identity, and ensure consistency with district policies and school guidelines.

Board Policy Consideration: N/A

Legal Considerations: N/A

Internal Presenters: Karla Martinez, Principal, Mansfeld STEM+ Middle Magnet School

External Presenters: N/A

[Governing Board Policy for Student Dress Code.pdf](#) 

[Mansfeld STEM+ Middle Magnet School Uniform Proposed Modifications SY26-27.pdf](#) 

Motion to approve the Mansfeld STEM+ Middle Magnet School student uniform options for the 2026-2027 School Year.

- 7.5 Review, Approve, and Adopt the 2026-2028 Memorandum of Understanding for Blue Collar Employees (AFSCME MOU) between Tucson Unified School District (TUSD) and American Federation of State, County and Municipal Employees (AFSCME) 178

Fiscal Impact: No

Dollar Amount: N/A

Budgeted: N/A

Budget Source: N/A

Description/Justification: TUSD has completed negotiations with AFSCME for the 2026-2028 SY and is ready to bring forth the revised AFSCME MOU Agreement for review and approval.

Board Policy Considerations: N/A

Legal Considerations: N/A

Internal Presenter: Jon Fernandez, Chief Human Capital Officer

External Presenter(s): Nicholas Bruno, AFSCME Representative

[AFSCME MOU 2026-2028 - Redline.pdf](#) 

[AFSCME MOU 2026-2028.pdf](#) 

Motion to review, approve, and adopt the 2026-2028 Memorandum of Understanding for Blue Collar Employees (AFSCME MOU) between TUSD and AFSCME.

- 7.6 Approval to Appoint a New Alternative Education Advisory Committee Member for a Four-year Term ending July 28, 2030 334

Description/Justification: The Alternative Education Advisory Committee consists of 13 members. Currently the committee consists of 6 members with 7 openings.

Current members of the Alternative Education Advisory Committee:

- Alonzo Bailey
- Felicia Chew (Committee Chair)
- Brieanna Chillious (Vice Chair)
- Paulette Muhammad

- Elizabeth Putnam-Hidalgo
- Luke Skiba

Board Policy Consideration: N/A

Legal Considerations: N/A

Internal Presenter: Sadie Shaw, Governing Board Liaison; Felicia Chew, AEAC Committee Chair

External Presenter: N/A

[2024-09-10 AEAC Charter.pdf](#) 

Motion to appoint the recommended candidate to serve a four-year term on the Alternative Education Advisory Committee.

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| 7.7 | Approval to Appoint New Bond Oversight Committee Members for a Two-year Term ending July 28, 2028 | 338 |
|-----|---|-----|

Description/Justification: The Bond Oversight Committee consists of 13 members. Currently the committee consists of 10 members with 3 vacancies.

Current members of the Bond Oversight Committee:

- Kathryn Arvizu
- Owen Brosanders
- Sofia Blue (Vice Chair)
- Cindy Coleman
- Lyndsey Escalona
- Luis Gonzales
- Erika Miranda-Carter (Committee Chair)
- Red Morrow
- Peter Norquest
- Tiffany Rogers

Board Policy Consideration: N/A

Legal Considerations: N/A

Internal Presenter: Jennifer Eckstrom, Governing Board Liaison; Erika Miranda-Carter, BOC Committee Chair

External Presenter: N/A

[BOC Charter Revision - GB Approved 10-28-25.pdf](#) 

Motion to appoint the recommended candidates to serve a two-year term on the Bond Oversight Committee.

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| 7.8 | Approval of the Alternative Education Advisory Committee Recommendations regarding Transportation, Homeschooling Information, Additional Staffing, and Credit Recovery to all Students | 342 |
|-----|--|-----|

Fiscal Impact: Yes

Dollar Amount: \$453,408 to \$684,912

Budgeted: No

Budget Source: Various

Description/Justification: During the Alternative Education Advisory Committee meeting on June 8, 2026, the committee discussed and made the following recommendations for Governing Board consideration.

- Provide Transportation to DAEP, Project MORE High School, and Teenage Parent High School
- Distribution of information to homeschool families on how to concurrently enroll in classes
- Additional staffing at Project MORE High School
- Additional Ambassadors and Dropout Prevention Staff and to offer Credit Recovery to all Students

Board Policy Consideration: N/A

Legal Considerations: N/A

Internal Presenters: Dr. Yolanda Nuñez, Director, Alternative Education; Martha Zamora, Director, Transportation; Ricky Hernández, SFO, Chief Financial Officer

External Presenter(s): N/A

[2026-07-28 AEAC Recommendations.pdf](#) 

[2026-07-28 AEAC Recommendations Financial Review.pdf](#) 

1. Motion to approve the Alternative Education Advisory Committee's recommendation to provide Transportation to DAEP, Project MORE High School, and Teenage Parent High School.
2. Motion to approve the Alternative Education Advisory Committee's recommendation to distribute information to homeschool families on how to concurrently enroll in classes.
3. Motion to approve the Alternative Education Advisory Committee's recommendation for additional staffing at Project MORE High School.
4. Motion to approve the Alternative Education Advisory Committee's recommendation for additional Ambassadors and Dropout Prevention staff and to offer Credit Recovery to all students.

7.9 Approval of the Internal Audit Charter, the Internal Audit Plan, and the Independence of Internal Audit Statement 366

Description/Justification: To request approval of the Internal Audit Charter, Internal Audit Plan, and the Independence of Internal Audit Statement which were all approved by the Audit Committee at their meeting on July 15, 2026.

Board Policy Considerations: Board Policy DIFA

Legal Considerations: N/A

Internal Presenter: Paul Houston, Internal Auditor

External Presenter(s): N/A

[2026-07-28 TUSD Internal Audit Charter.pdf](#) 

[2026-07-28 Independence Statement 2026.pdf](#) 

[2026-07-28 26-27 Internal Audit Plan.pdf](#) 

[2026-07-28 Audit Matrix 2026-27.pdf](#) 

1. Motion to approve the Internal Audit Charter.
2. Motion to approve the Independence of Internal Audit Statement.
3. Motion to approve the Internal Audit Plan for School Year 2026-2027.

8. STUDY/ACTION ITEM(S)

8.1 Tucson Unified School District Employee Appreciation and Recognition Calendar 378

for the 2026-2027 School Year

Fiscal Impact: No

Budgeted: N/A

Budget Source: N/A

Description/Justification: To approve the Tucson Unified School District Employee Appreciation and Recognition Calendar for the 2026-2027 School Year.

Reducing the employee attrition rate is one of the objectives set forth in the TUSD strategic plan. One strategy for reducing attrition and increasing retention is to ensure that, as an organization, employees know that they are valued and appreciated. By adopting a District-wide employee appreciation and recognition calendar for School Year 2026-2027, the Governing Board sets the tone from the top that employee recognition is important and a district priority. The adopted calendar will provide an opportunity for the Governing Board, at each meeting, to take the lead in employee appreciation within TUSD at the same time that departments and school sites are encouraged to do the same.

Board Policy Considerations: N/A

Legal Considerations: N/A

Internal Presenter: Jon Fernandez, Chief Human Capital Officer, will be available to answer questions.

External Presenter(s): N/A

[2026-07-28 - TUSD Employee Appreciation Days for 2026-2027.pdf](#) 

Motion to approve the Tucson Unified School District Employee Appreciation and Recognition Calendar for the 2026-2027 School Year.

- 8.2 Revision to Policy KF-E Rental Rates Exhibit to Provide Rental Rates for Community Use of the Facilities at the Cooper Center for Environmental Studies 380

Fiscal Impact: Yes

Dollar Amount: Variable

Budgeted: No

Budget Source: Civic Center Fund (Revenue)

Description/Justification: The current rental rates (Policy KF-E) were approved on December 9, 2025. At that time, we decided not to include rental rates for Camp Cooper as the director, Colin Waite, was researching rates charged by similar facilities across the country. That work is complete and Mr. Waite is proposing the rates shown in the attachment.

Board Policy Considerations: Policy KF Community Use of School Facilities

Legal Considerations: Arizona Revised Statute §15-1105 allows a school district to lease buildings and grounds to individuals, groups or organizations for lawful purposes.

Internal Presenter: Bryant Nodine, Operations Program Manager

External Presenter: Colin Waite, Director Cooper Center for Environmental Studies

[Cooper Center Rental Rates Proposal Summer 2026 TUSD Governing Board.pdf](#) 

[Camp Cooper TUSD GB Rental Rate Presentation 07.28.2026 v2.pdf](#) 

Motion to approve the proposed rental rates for the Cooper Center for Environmental

Studies.

9. STUDY/INFORMATION ITEM(S)

- 9.1 TUSD Pre-School and Community Schools Financial Update SY 2026-2027 400
Description/Justification: The purpose of the agenda item is for the administration to provide and update regarding the overall fiscal health of the district's pre-school and before and after school programming. The agenda item will allow the administration to review the overall enrollment trends for its programs as well as the current state of financial health for each program. The presentation will provide an overview and summary of both the short and long-term financial challenges of funding operations at the Infant and Early Learning Centers as well as the Community Schools Before and After School programs. Lastly, enrollment trends, financial challenges, and potential financial adjustments for the district's pre-school programs will be discussed.
Board Policy Consideration:
Legal Considerations:
Internal Presenters: Reem Kievit, Director, Community Schools and Pre-School Programs; Ricky Hernandez, SFO, Chief Financial Officer
External Presenters: N/A
[2026-07-28 PreK Governing Board Presentation.pdf](#) 
[2026-07-28 Community Schools Financial Review.pdf](#) 
- 9.2 Curriculum and Instruction Division Update: Move on When Reading/Level Up Intervention Framework 427
Fiscal Impact: N/A
Dollar Amount: N/A
Budgeted: N/A
Budget Source: N/A
Description/Justification: To provide an informational update to the Governing Board and the public regarding the parameters of Move On When Reading as well as the framework for reading and math intervention work in the district. The agenda item will allow the administration to provide an overview of the state's Move on When Reading requirements, expenditure requirements for the law's associated grant, and the status of the district's English Language Arts (ELA) curriculum Benchmark Advanced as a Move on When Reading approved curriculum. Additionally, the administration will provide an overview of the Level Up reading and math instructional framework for reading and math intervention teachers across the district.
Board Policy Consideration: N/A
Legal Considerations: N/A
Internal Presenter: Dr. Flori C. Huitt, Assistant Superintendent, Curriculum & Instruction
External Presenters: N/A
[2026-07-28 MOWR LevelUp Governing Board Update.pdf](#) 

10. FUTURE MEETING DATES and AGENDA ITEM(S)

10.1 Future Meeting Dates and Agenda Item(s)

The Board may consider adding, canceling and/or rescheduling future board meeting(s). In addition, a Board Member may propose future agenda item(s) with limited discussion. The discussion should center around the purpose of placing the item on the appropriate agenda for consideration and action as necessary. (Ref: Governing Board Policy BEDB)

11. ADJOURNMENT

11.1 Adjourn Meeting

**INTERGOVERNMENTAL AGREEMENT (IGA)**

**ARIZONA DEPARTMENT
OF
EDUCATION**
1535 W. Jefferson, Bin # 37
Phoenix, Arizona 85007
(602) 364-2517

IGA No: CTR081929

**PROJECT TITLE: ARIZONA
PROFESSIONAL LEARNING
SERIES (AZPLS)**

Effective Date: July 1, 2026**Termination Date: June 30, 2027**

Pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 et seq. this Intergovernmental Agreement is entered into by the Arizona Department of Education (ADE), an agency of the State of Arizona, and Tucson Unified School District – Holladay Elementary School. Pursuant to A.R.S. § 11-951 et seq. both parties are authorized to enter into Agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies.

Therefore the ADE and the Contractor agree to abide by all the terms and conditions set forth in this Agreement.

For and on behalf of the Contractor:

Tucson Unified School District – Holladay Elementary School
1010 E. 10th Avenue

Address

Tucson
City

AZ
State

85719
Zip Code

For and on behalf of the
Arizona Department of Education
1535 W Jefferson Street, Bin # 37

Address

Phoenix
City

AZ
State

85007
Zip Code

Signature of Person Authorized to Sign Date

Dr. Ravi Shah

Printed Name

Tucson Unified School District Governing Board President

Title

Signature of Person Authorized to Sign
Date

Printed Name

Title

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined that this Agreement is in appropriate form and within the powers and authority granted to the respective public body.

Signature

Signature

Typed Name and Title

Typed Name and Title

Date

Date

	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS IGA Number: CTR081929	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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1. Term of Agreement

This Agreement will be effective for one (1) year from July 1, 2026, and can be renewed in accordance with Provision 2 or be terminated in accordance with Provisions 8 and 10.

2. Renewal of Agreement

This Agreement may be renewed for additional terms, upon Agreement of the Contractor and ADE, and by both parties signing an Amendment extending this Agreement. ADE shall prepare the Amendment for additional periods for both parties' signatures.

3. Scope of Services

ADE and the Contractor shall perform the obligations agreed to by each as set forth in the Scope of Work.

4. Payment

ADE will pay the Contractor as detailed in Attachment A Price Sheet.

5. Amendments

This Agreement may only be modified in writing and must be signed by both parties and their duly authorized agents through a Agreement Amendment. In the event that state or federal law enacted after the effective date of this Agreement conflicts with any term of this Agreement, controlling law will apply and supersede that/those term(s). The parties agree to promptly consider an appropriate Amendment to the Agreement to remove each conflict.

6. Arbitration

Both parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes. Arbitration must be commenced within applicable statute of limitations for the underlying cause of action under Arizona law. This requirement applies equally to both parties.

7. Breach

This Agreement may be terminated by either party if the other party fails to fulfill its obligations.

8. Termination

Except as otherwise provided, this Agreement may be terminated without cause upon thirty (30) days written notice by either party.

9. Governing Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona, and to the extent applicable, the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901 et seq.).

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10. Non-Availability of Funds

Every payment obligation of the Arizona Department of Education (ADE) under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement is automatically terminated at the end of the period for which funds are available due to impossibility of performance. No liability shall accrue to ADE in the event this provision is exercised, and ADE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

11. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State of Arizona ("State"), its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract (Agreement), without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract (Agreement) or any extension of the Contract (Agreement) is in effect, an employee or agent of any other party to the contract (Agreement) in any capacity or a consultant to any other party of the contract (Agreement) with respect to the subject matter of the contract(Agreement). A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

12. Non-Discrimination

The Parties shall comply with Executive Order 09-09, which mandates that all persons regardless of race, creed, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin, political affiliation or disability.

13. Records

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this Agreement for a period of five years after completion of the Agreement. All Records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such Records.

14. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

- 14.1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 14.2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

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- 14.3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 14.4. ADE retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph A.

15. Confidentiality

ADE and Contractor may choose, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The Parties shall not disclose to unauthorized third parties any Confidential Information of the other Party and will use such information only for the purposes of this Agreement, and for three (3) years after the termination of this Agreement; provided that the receiving Party's obligations hereunder shall not apply to information that: (A) is already in the receiving Party's possession at the time of disclosure; or, (B) is or later becomes part of the public domain through no fault of the receiving Party; or, (C) is received from a third party with no duty of confidentiality to the disclosing party; or, (D) was developed independently by the receiving party prior to disclosure; or, E. is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure. The Contractor shall retain the right to refuse acceptance of such Confidential Information that is not required for the purposes of this Agreement.

Both parties agree to comply with the federal Family Educational Rights and Privacy Act of 1974. This applies to all provisions of this Agreement which involves identifiable individual student data.

16. Property Disposition

Disposition of property acquired for the purpose of this Agreement, either by ADE or with funds provided by ADE, shall be determined by ADE upon termination or completion of the Agreement. Upon termination or completion of this Agreement, the Contractor shall provide ADE with a listing of all such property and shall make arrangement to return or dispose of this property as directed by ADE. The Contractor shall provide ADE with an inventory for this property within 90 days of this Agreement becoming effective, and annually thereafter.

17. Property of the State

Title and exclusive copyright to all reports, information, data, curricula, materials, and software prepared by Contractor in performance of this Agreement shall vest in the State of Arizona.

18. Public Record

Both parties recognize that work product developed under this Agreement become public information, except as limited by section 17, "Confidentiality."

	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS IGA Number: CTR081929	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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19. Notices

19.1. All written communications shall be addressed and mailed as follows:

To the Contractor:

Tucson Unified School District – Holladay
Elementary School
Shakenya Humphries
1010 E. 10th Avenue
Tucson, AZ 85719
Email: shakenya.humphries@tUSD1.org

To ADE:

Procurement, Bin # 37
Arizona Department of Education
1535 West Jefferson
Phoenix, AZ 85007
Telephone: (602) 364-2517
Fax: (602) 364-0598
Email: ProcurementInbox@azed.gov

Technical Contact: Stacy Riccio
Telephone: (602) 364-2440
Email: Stacy.Riccio@azed.gov

20. Documents Incorporated By Reference

The Uniform Terms and Conditions are attached and incorporated into this document and may be obtained by visiting:

[Uniform Terms and Conditions_r10.5_03-24](#)

	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK IGA Number: CTR081929	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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1. Background

- 1.1. This project provides funding for one (1) year to Public Education Agencies (PEA) through Arizona Professional Learning Series (AZPLS) to assist district, charter, and school teams with the development of a school-wide approach for the collaborative planning between general education and special education teachers and the implementation of (AZPLS) modules to all staff; use AZPLS data tools, collection, and analysis; implement teaching and learning strategies; and sustain all AZPLS requirements to increase literacy achievement for all students.
- 1.2. The PEA understands that the Arizona Professional Learning Series will be provided if these occur:
 - 1.2.1. Federal Individuals with Disabilities Act (IDEA) funds are available to support this program.
 - 1.2.2. PEA maintains its commitments by adhering to the Contractor Responsibilities.
 - 1.2.3. Team members maintain eligibility requirements, as defined.

2. Purpose

This project provides funding for one (1) year to Public Education Agencies (PEA) through Arizona Professional Learning Series (AZPLS) to assist district, charter, and school teams with the development of a school-wide approach for the collaborative planning between general education and special education teachers and the implementation of (AZPLS) modules to all staff; use AZPLS data tools, collection, and analysis; implement teaching and learning strategies; and sustain all AZPLS requirements to increase literacy achievement for all students. the 6 professional learning modules.

3. Contractor Responsibilities

Contractor shall:

3.1. AZPLS Implementation – Responsibilities

3.1.1. Modules and Parent Meetings

- 3.1.1.1. School administrator, coach, general education and special education staff shall attend all AZPLS professional learning modules.
- 3.1.1.2. School administrator coach, general education and special education staff shall attend all AZPLS Parent Meetings following each professional learning module.

3.2. Teams

- 3.2.1. BLT shall schedule and attend ongoing meetings to create AZPLS Action Plans for each module, and review implementation, progress, and needs.
- 3.2.2. Each Collaborative Team shall schedule and attend ongoing meetings to discuss implementation of module teaching and learning strategies, review progress, and create next steps

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3.3. Data Collection and Analysis

3.3.1. AZPLS Coach shall use the AZPLS Data Portal to access Data Collection Tools to collect, analyze, and report data, as outlined in the AZPLS Data Guide.

3.3.2. AZPLS Coach shall complete and upload the AZPLS Quarterly Data Form.

3.4. Implementation and Sustainability

3.4.1. AZPLS Coach shall upload all required data to the AZPLS Data Portal.

4. PEA Reporting Requirements

The Contractor shall:

4.1. Submit the following:

4.1.1. Submit school professional learning plan outlining module implementation.

4.1.2. Submit a draft of the Action Plan for Implementation After each professional learning module including updates based on data collection and implementation October 15, January 15, April 15, and July 15.

4.1.3. Submit the Schedule for building level team meetings and Collaborative Team Time at the end of the January 2027.

4.1.4. AZPLS Coach shall upload AZPLS Quarterly Data Form for quarterly review by the following dates during the contract year: October 15, January 15, April 15, and July 15.

5. ADE's Responsibilities

5.1. For AZPLS coach(es) and administrators:

5.1.1. Leadership technical assistance on action plan implementation.

5.1.2. Coaching technical assistance for each professional learning module for preparation, delivery, reflection and next steps.

5.1.3. Provide materials and resources for AZPLS coaches that give guidance to engagement with coaching cycles for teachers and teams.

6. Budget

6.1. Funding Requirements

6.1.1. ADE provides funding to support eligible district and school teams in their participation in the Arizona Professional Learning Series. The expenditure categories and maximum allowed budget is detailed in Attachment A - Price Sheet. Funding may be used to pay for:

6.1.1.1. Substitute pay and benefits to cover team member attendance to plan co-teaching and implement co-teaching.

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- 6.1.1.2. Applicable off-contract pay and benefits for personal time used by eligible team members to attend collaborative meetings for instructional planning.

7. Invoicing Requirements

- 7.1. All invoices must be itemized matching the funding requirements:

7.1.1. \$10,000 Off-contract classroom teacher payments not related to additional duties for teacher collaboration in planning instruction.

7.1.2. \$5,000 Substitute teachers to assist in collaboration by delivering instruction in the general education classroom.

- 7.2. Supporting documentation is required when submitting invoices for substitute/off-contract and benefits pay such as:

7.2.1. Itemize the stipend with hours and dates of events for collaboration and co-teaching.

7.2.2. List substitute names, pay, benefits, the team member name receiving the coverage, the module number, and date.

7.2.3. List team member names, pay, benefits, the module number, and date for off-contract pay.

- 7.3. All invoices must be sent to ESSProjects@azed.gov and accountspay@azed.gov and shall include:

7.3.1. Company Name.

7.3.2. Complete address.

7.3.3. Telephone Number.

7.3.4. Contact Person.

7.3.5. Itemized services, description, quantity, unit of measure, unit price, and extended price of supplies delivered (including dates services were performed).

7.3.6. Purchase Order Number.

7.3.7. Invoice date.

7.3.8. Contract number.

7.3.9. Invoice Number.

7.3.10. Invoice Number.

8. Payment

- 8.1. The ADE will pay the PEA up to \$15,000 in two stipends for implementation of practices for teacher collaboration and co-teaching between general education and special education teachers.

8.1.1. Invoices may be submitted at any time after the action plan is in place. ADE will close the purchase order and will no longer accept reimbursements after 30 calendar days of the contract end date if

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invoices are not received.

- 8.1.2. If invoices or required documentation need to be revised, contractor must submit revisions within 10 business days.
- 8.1.3. If documentation, revisions or invoices are not received within the required timeframe, ADE will no longer be obligated to pay the invoice.

	INTERGOVERNMENTAL AGREEMENT ATTACHMENT A: PRICE SHEET IGA Number: CTR081929	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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Budget

Description	Per Individual Cost
Off-contract classroom teacher payments not related to additional duties for teacher collaboration in planning instruction	\$10,000.00
Substitute teachers to assist in collaboration by delivering instruction in the general education classroom	\$5,000.00
Total	\$15,000.00

	INTERGOVERNMENTAL AGREEMENT ATTACHMENT B: INTELLECTUAL PROPERTY IGA Number: CTR081929	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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1. Definition of Terms: For purposes hereof, the terms listed below are defined as follows:

- 1.1. *"Invention"* shall mean any idea, design, concept, technique, process, machine, discovery or improvement, whether or not patentable, conceived of or made solely or jointly by Contractor and Contractor's employees, or jointly by Contractor and Contractor's employees with one or more employees of ADE, during the term of this Agreement and in the performance of this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in the performance of the Agreement.
- 1.2. *"Materials"* shall mean any computer software, computer programs, architecture, computer functionalities, computer interfaces, computer code, computer files, images, photographs, designs, forms, data listings, or compilations or databases, graphics, artwork, text or writings, documents, abstracts and summaries thereof or any other related items or information reasonably required for the performance of the Services. *"Materials"* include Materials created by or for ADE (*"ADE Materials"*) and Materials created by or for Contractor (*"Contractor Materials"*).

2. Contractor Materials and Inventions. As between the parties, Contractor shall own all rights, title, and interests, in and to: all Contractor Materials and Inventions, including all patents, copyrights, trade secrets, and any other intellectual property rights pertaining thereto; all changes, modifications, updates or enhancements thereto made by Contractor; and all derivative works therefrom. Contractor shall grant to ADE for the duration of the term of the Agreement a nonexclusive, worldwide right and license to copy, distribute, transmit, display, perform, create derivative works from, sub-license and otherwise use and exploit the Contractor Materials, in any medium now known or hereafter developed, provided that ADE and Contractor shall negotiate in good faith a mutually agreeable arrangement for an appropriate licensing fee payable to Contractor for any such license that will allow Contractor to recover any of its direct, out of pocket development costs in such Contractor Materials. To the extent any such license to ADE relates to Contractor Materials licensed from a third party and such third party license permits use of the Materials outside of the scope of this Agreement or Statement of Work without any additional incremental charge, then the license between ADE and Contractor shall likewise not include any additional incremental charge (over and above cost recovery for Contractor) with respect to such Materials. Except as otherwise requested or approved by Contractor, ADE shall cease all use of the Contractor Materials upon expiration or termination of the Agreement and shall immediately return or destroy the same at Contractor's direction.

3. ADE Materials and Inventions. From time to time, ADE may provide Contractor with certain ADE Materials. ADE shall own all rights, title, and interests in and to: all ADE Materials and Inventions including all patents, copyright, trade secrets, and any other intellectual property rights pertaining thereto; all changes, modifications, updates or enhancements thereto made by ADE or Contractor; and all derivative works therefrom. ADE hereby grants to Contractor a revocable, nonexclusive, non-assignable, non-transferable, worldwide limited right and license to copy, distribute, transmit, display, perform, create derivative works, sublicense and otherwise use and exploit the ADE Materials for the performance of the Services hereunder. The foregoing license does not give Contractor, and Contractor is not authorized, to sublicense such ADE Materials. Except as otherwise requested or approved by ADE, Contractor shall cease all use of the ADE Materials upon expiration or termination of the Agreement, and shall immediately return or destroy the same at ADE's direction.

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4. Joint Inventions. During the term of this Agreement, the parties jointly may conceive of Inventions relating to the provision of Services hereunder. In such event, Contractor and ADE shall jointly own any such Invention. All rights, title, and interests are jointly and equally shared by the Contractor and the ADE. In the event that such Inventions relate to Materials licensed from a third party and such third party requires fees for said Materials, each party shall be responsible for covering the costs of their use of these third party Materials outside the scope of this Agreement. To the extent any such Inventions relates to Materials licensed from a third party and such third party license permits use of the Materials outside of the scope of this Agreement or Statement of Work without any additional incremental charge, then likewise, there shall be no additional incremental charge to either party by the other with respect to such Materials.

	INTERGOVERNMENTAL AGREEMENT ATTACHMENT C: INDEMNIFICATION AND INSURANCE REQUIREMENTS IGA Number: CTR081929	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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1. Indemnification

- 1.1. Mutual Indemnification. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 1.2. In addition, (insert name of other governmental entity) shall cause its Contractor(s) and Subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of *(insert name of other governmental entity)*'s Contractor or any of the directors, officers, agents, or employees or Subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

2. Insurance Requirements for Governmental Parties to an IGA: None.

3. Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement

- 3.1. **This applies only to Contractors used by a governmental entity, not to the governmental entity itself.** The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subContractors, and Contractor and the governmental entity are free to purchase additional insurance.
- 3.2. **Minimum Scope and Limits of Insurance.** Contractor shall provide coverage with limits of liability not less than those stated below.
 - 3.2.1. Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.
 - 3.2.1.1. General Aggregate \$2,000,000



INTERGOVERNMENTAL AGREEMENT

ATTACHMENT C: INDEMNIFICATION AND INSURANCE REQUIREMENTS

IGA Number: CTR081929

Arizona Department of
Education
1535 W Jefferson, Bin # 37
Phoenix, Arizona 85007

- | | | |
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| 3.2.1.2. | Products – Completed Operations Aggregate | \$1,000,000 |
| 3.2.1.3. | Personal and Advertising Injury | \$1,000,000 |
| 3.2.1.4. | Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| 3.2.1.5. | Damage to Rented Premises | \$ 50,000 |
| 3.2.1.6. | Each Occurrence | \$1,000,000 |

3.2.1.7. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

Note: The other governmental entity(ies) is/are also required to be additional insured(s), and they should supply the Contractor with their own list of persons to be insured.

3.2.1.8. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.2.2. **Business Automobile Liability.** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

3.2.2.1.	Combined Single Limit (CSL)	\$1,000,000
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3.2.2.2. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

3.2.2.3. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Note: The other governmental entity(ies) is/are also required to be additional insured(s), and they should supply the Contractor with their own list of persons to be insured.

3.2.2.4. Policy shall contain a severability of interest provision.

3.2.3. **Worker's Compensation and Employers' Liability**

3.2.3.1.	Workers' Compensation	Statutory
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3.2.3.2. Employers' Liability

3.2.3.2.1.	Each Accident	\$ 500,000
3.2.3.2.2.	Disease – Each Employee	\$ 500,000
3.2.3.2.3.	Disease – Policy Limit	\$1,000,000

3.2.3.3. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.2.3.4. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. § 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

3.3. **Additional Insurance Requirements.** The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Contractor's policies stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

3.3.2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

3.4. **Notice Of Cancellation:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

3.5. **Acceptability Of Insurers:** Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

3.6. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

3.6.1. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must

	INTERGOVERNMENTAL AGREEMENT ATTACHMENT C: INDEMNIFICATION AND INSURANCE REQUIREMENTS IGA Number: CTR081929	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

- 3.6.2. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- 3.7. **Subcontractors:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 3.8. **Approval:** Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- 3.9. **Exceptions:** In the event the Contractor or Subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or Subcontractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

Holladay Professional Development 2026-2027

Date	Topic	Notes
Quarter 1 Instructional Focus: Planning, Formative Assessment & Inclusion		
July 27	Teacher Planning Protocol PD	Library 8:30 a.m.
July 28	Teacher Planning Protocol PD	Library 8:30 a.m.
July 29PM	Teacher Planning Protocol PD	Library 8:30 a.m.
July 30	TUSD Welcome Back District PLD	8:30 - 4:00pm at Holladay Zoom expectation <i>Cameras On</i>
July 31	District PLD	at Assigned Locations
Aug 3	Holladay: Welcome Back! Holladay Houses & Norms/Expectations, Safety, Overview of our Data, Health, Evaluation Review	8:30 - 4:00pm at Holladay
Aug 4	Holladay: Welcome Back! Planning, Prep, and Classroom Set Up	8:30 - 12:00 at Holladay 12:00 - 4:00 Planning/Classrooms
Aug 5	Planning, Prep, and Classroom Set Up Meet the Teacher	8:30-12:00 Planning/Classrooms 1:00-4:00 Meet the Teacher
Aug 12	Staff Meeting Houses	2:30 - 3:00 3:00 - 4:00
Aug 19	PLC+	Norm-setting and purpose Where are we going? How will we get there?
Aug 26	PD: Formative Assessment	AZPLS Module 3
Sep 2	PD: Formative Assessment	AZPLS Module 3
Sep 9	Staff Meeting: Review of BOY data	
Sep 16	Parent Teacher Conferences	Until 6:30 PM
Sep 23	PD: Arts Integration at LIRC	
Sep 30	PLC+	Where are we now? Who is learning? Who is not?
Oct 7	PLC+	Where are we going? How will we get there?

Holladay Professional Development

2026-2027

Quarter 2 Instructional Focus: Literacy Strategies, Student Engagement, & Inclusion		
Oct 21	PD: Literacy Strategies	AZPLS Module 4
Oct 28	Prepare for Stem Night / Fall Fest	All hands
Nov 4	PLC+	Where are we now? Who is learning? Who is not?
Nov 18	PD: Literacy Strategies	AZPLS Module 4
Dec 2	PLC+	Where are we now? Who is learning? Who is not?
Dec 9	Prepare for Showcase	All hands
Dec 16	Staff Meeting PLCs	Skills & Concepts Covered review Skills & Concepts up next
Quarter 3 Instructional Focus: Developing and Refining Strategies for Inclusion		
Jan 6	PD: Literacy Strategies	AZPLS Module 4
Jan 13	PD: Arts Integration at LIRC	
Jan 20	PLC+	MOY Data Review
Jan 27	District PLD Day	No School
Feb 3	PD: Literacy Strategies	AZPLS Module 4
Feb 10	Staff Meeting Houses	
Feb 17	PLC+	
Feb 24	Staff Meeting Houses	Wed. before Rodeo Break
Mar 3	District PLD	No School
Mar 10	PLC+, Meeting about Spring Testing*	*for all TAs and proctors
Mar 17	Prepare Report Cards	
Quarter 4 Instructional Focus: Arts Integration		
Mar 31	PLC+	
Apr 7	Arts Integration at LIRC	

Holladay Professional Development 2026-2027

Apr 14	PLC+	
Apr 21	Arts Integration at Holladay	
Apr 28	Prepare for Showcase	
May 5	Staff Meeting: PLCs share student growth	
May 12	Staff Meeting: Calendar/Scheduling/Business	
May 19	Pickleball	

PLC+	Analyze Data and Identify Needs Plan and Implement Strategies Monitor Progress and Analyze Student Work Evaluate Impact and Adjust
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	Grades 3-5 Data Presentations 1:15pm - 2:00pm	
Semester 1	August 24 September 21	October 26 November 23
Semester 2	January 25 February 15	March 15 May 3

ExEd Teacher Assistants		
July 30, 2026	Virtual Ex Ed PD at 12:15pm · NCI if you are registered (Duffy) · CPR if you are registered (Direct Link)	Workday at your school/

Holladay Professional Development
2026-2027

July 31, 2026	Para Pro Day	Check your emails on July 30th for location · 8:30am – 12:00pm
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Preschool

Inclusive/PEEPs 2026-2027 PD/PLC/PLD Calendar

JULY

Event	Date(s)	Location	Topic/Notes
CSP 1 st day	July 21		
NTI	July 27-29	Desert Diamond Casino (or Brichta for prek)	
Teacher/TA 1 st day	July 30		
PLD	July 30-31 8:05am-3:30pm	TBD	Inclusive/PEEPs Tuition

AUGUST

Event	Date(s)	Location	Topic/Notes
Parapro Day (ExEd TAs)	August 3 830AM-1200PM	TBD	Required for ExEd TAs
TUSD & Tuition Prek-1 st day for students	August 6		
Family Orientation and Small Group	Aug 3-12		
First Day for Inclusive/PEEPS students	Aug 13		

Holladay Professional Development

2026-2027

Inclusive/PEEPS PLC	Aug 26 830-1030	Howenstine	· Workday at your school
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SEPTEMBER

Event	Date(s)	Location	Topic/Notes
Inclusive/PEEPS PD	Sept 2 8:30am-10:30am	Howenstine	
Inclusive/PEEPS PLC	Sept 23 8:30am-10:30am	Howenstine	

OCTOBER

Event	Date(s)	Location	Topic/Notes
Inclusive/PEEPS PD	Oct 7 8:30am-10:30am	Howenstine	
Inclusive/PEEPS PLC	Oct. 28 8:30am-10:30am	Howenstine	

NOVEMBER

Event	Date(s)	Location	Topic/Notes
Inclusive/PEEPS PD	Nov 4 8:30am-10:30am	Howenstine	

DECEMBER

Event	Date(s)	Location	Topic/Notes
Inclusive/PEEPS PD	Dec 2 8:30am-10:30am	Howenstine	
Inclusive/PEEPS PLC	Dec 9 8:30am-10:30am	Howenstine	

JANUARY

Holladay Professional Development

2026-2027

Event	Date(s)	Location	Topic/Notes
Inclusive/PEEPS PLC	Jan 6 8:30am-10:30am	Howenstine	
PLD	Jan 27 8:05am-3:30pm	TBD & Schumaker	

FEBRUARY

Event	Date(s)	Location	Topic/Notes
Inclusive/PEEPS PLC	Feb 3 8:30am-10:30am	Howenstine	
Inclusive/PEEPS PD	Feb 17 8:30am-10:30am	Howenstine	

MARCH

Event	Date(s)	Location	Topic/Notes
PLD	March 3 8:05am-3:30pm	TBD & Schumaker	
Inclusive/PEEPS PLC	March 10 8:30am-10:30am	Howenstine	

APRIL

Event	Date(s)	Location	Topic/Notes
Inclusive/PEEPS PD	April 7 8:30am-10:30am	Howenstine	
Inclusive/PEEPS PLC	April 21 8:30am-10:30am	Howenstine	

MAY

Holladay Professional Development
2026-2027

Event	Date(s)	Location	Topic/Notes
Inclusive/PEEPS PD	May 5 8:30am-11:30	Howenstine	
Last day for students and TAs	May 25		
Last day for teachers	May 26		

JUNE

Event	Date(s)	Location	Topic/Notes
Last day for 10.5 CSPs	June 6		

Summary of Changes to the JTED-TUSD IGA for Innovation Tech HS

Provision	Revision/Addition
Extension of the Term	One year with a one-year renewal unless JTED notifies TUSD of intent not to renew at least 210 days before the end of the first term.
Premises and Annual Rent	This is similar to previous years, as shown in Exhibit A and Exhibit B (not labeled). These may be adjusted to meet changing enrollments and staffing requirements.
Administration Changes	The JTED leadership shall be able to participate in the recommendation for a school principal.
Electives	Electives will be developed in consultation with JTED. The parties will collaborate to develop a ninth-grade career exploration elective.
Uniforms	JTED appropriate uniform requirements will be required for JTED classes if parents vote in favor of them per Policy JICA.
Career Counseling	TUSD counseling staff will participate with JTED student services.
Project-based Learning (PBL)	TUSD and JTED will work collaboratively to develop PBL activities.
Improve Performance	TUSD will significantly improve performance on the 11 th -grade ACT Math and ELA in accordance with the goals established by the TUSD Governing Board..
Promotion	TUSD and JTED will jointly develop and fund campaigns to increase enrollment throughout the region.
Legal Compliance	Added language relative to specific compliance with conflict-of-interest and immigration statutes.

INTERGOVERNMENTAL AGREEMENT
by and between
JTED
and
TUCSON UNIFIED SCHOOL DISTRICT
for shared use of the
JTED @ THE BRIDGES INNOVATIVE LEARNING CENTER

This Intergovernmental Agreement is entered into this 1st day of July, 2026, by and between Pima County Joint Technology Education District (the “Landlord” or “JTED”), as Lessor, and the Tucson Unified School District No.1 (the “Tenant” or “TUSD”), as Lessee. Landlord and Tenant shall sometimes be referred to collectively herein as the “Parties” or individually as the “Party”.

RECITALS

1. Landlord and Tenant desire to enter into this Intergovernmental Agreement (hereinafter the “Agreement”), as authorized by Arizona Revised Statutes (A.R.S.) §§ 15-393(L) and 15-342(13), whereby TUSD would lease from JTED certain improvements on property owned by JTED, which improvements TUSD is currently leasing, occupying, and operating as Innovation High School (the “School”). JTED would fund and construct certain improvements on property owned by JTED, portions of which improvements would be leased by TUSD to operate a high school (hereinafter the “School”). The purpose of this Agreement is to continue the existing use of the premises as the School in accordance with the terms set forth herein.

2. Arizona Revised Statutes § 15-342(9) permits school district governing boards, including JTED and TUSD, to enter into leases, as lessor or lessee, for school buildings or grounds or both for a period of less than 20 years.

PROVISIONS

In consideration of the mutual promises and covenants set forth in this Agreement, JTED and TUSD agree as follows:

1. Incorporation. The above recitals are incorporated by reference as though fully set forth herein as “Provisions.”

2. Leased Premises. Landlord hereby leases to TUSD and TUSD leases from Landlord certain property more particularly described in Exhibit A to this Agreement (“Leased Premises”).

3. Term. This Agreement shall commence on the 1st day of July 2026, shall extend for one (1) year, and shall terminate at 12:00 midnight (MST) on June 30, 2027 (the “Lease Term”). The agreement shall be automatically renewed for one additional one-year term unless notification of intent to not renew is received from Landlord to Tenant by at least 210 days before the end of the first term. Landlord shall notify Tenant of acceptance or refusal to renew within 30 days of receipt of Tenant’s letter of intent. Upon receipt of notification of intent to not renew, the parties shall have 60 days to discuss the renewal and the transition process before the decision to not renew is formalized.

4. Annual Rent.

a. Consideration to Landlord for the lease of the Leased Premises shall consist of a payment by Tenant of the amount, not to exceed nine hundred thousand dollars (\$900,000.00), which shall be adjusted annually based on projected enrollment and use as established in Exhibit B. This rent is payable annually in advance on or before August 1.

b. The Annual Rent shall be adjusted as follows:

(3) JTED shall reimburse TUSD \$15,000 for the cost of twenty-four-hour security and response, and daytime response training for students and staff.

(4) TUSD shall have the option to rent additional lab space/classroom space at the rates described in Exhibit B and shall pay JTED the annual rent upon exercising said option.

5. Tenant’s Use. Tenant shall use the Leased Premises as a public school in a lawful manner that complies with all statutes, codes, ordinances and conditions applicable to the ownership, operation and improvement of the Leased Premises. The Landlord is under no obligation to consent to additional or

alternative uses. In connection with its use, Tenant may operate snack and non-alcoholic beverage vending machines and prepare and serve snack and school-type lunches to its participants.

6. Operational Responsibilities. The operational and maintenance responsibilities related to the Parties use of the premises is established by Exhibit C.

7. Student Enrollment. All students enrolled in the core academic programs at the School will be enrolled as TUSD students. These students will have priority over non-TUSD students in selecting JTED Career and Technical Education (CTE) courses at the School. Non-TUSD students will be able to enroll in JTED CTE Courses for any part of the day if space is available.

8. Additional Terms Regarding School Operations. It being the desire of the Parties to further collaborate regarding the operation of the School to increase enrollment and access to JTED programs for TUSD students, the Parties further agree as follows:

a. JTED administration shall be entitled to participate in any leadership recommendation process for the school principal. The TUSD Governing Board shall make the final decision, based on the recommendation from the TUSD Superintendent.

b. TUSD electives offered at the school beginning in the 2026-27 school year will be developed in consultation with JTED. As a primary elective option, TUSD will work in collaboration with JTED to offer a TUSD 9th Grade Career Exploration survey class consisting of hands-on experiences in various JTED program areas.

d. JTED program-appropriate uniform requirements will be enforced for School students when they are attending JTED daytime and evening classes. TUSD School parents will vote, in accordance with TUSD policy, on the requirement of School uniforms if a student is not already wearing a JTED uniform. TUSD Parents will vote in accordance with Policy JICA. The TUSD EEF and JTED Foundation will be asked to assist School students who cannot afford uniforms.

e. Counseling staff for the School will participate in college and career program pathway training with the JTED Student Services team to ensure that School students are being placed in the program that best matches their desired career goals.

f. TUSD and JTED will continue to work collaboratively to deliver meaningful integrated project-based learning activities to School students.

g. School administration will work with their faculty to significantly improve the performance of School students on the 11th grade ACT Math and ELA in accordance with the performance goals established by the TUSD Governing Board.

h. TUSD and JTED will jointly develop and fund a promotion and marketing campaign to increase enrollment, in the School and at the Innovative Learning Center overall, from throughout the region.

9. Insurance. At all times during the term of this Agreement, and during any renewal thereof, Tenant shall maintain comprehensive general liability insurance, at its expenses, with coverage limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate limit for bodily injury and property damage, issued by an insurance carrier approved by Landlord and naming Landlord as an additional insured. Said policy of insurance shall provide liability insurance coverage of all of Tenant's activities on the Leased Premises and shall have no exclusions relating to sexual assault, abuse or molestation. Tenant shall also carry comprehensive liability insurance for owned, non-owned and hired vehicles with combined single limit per accident for property damage, bodily injury of not less than One Million Dollars (\$1,000,000.00).

10. Destruction of Premises. In the event the Leased Premises, or any portion of them, are destroyed by fire, the elements or any other cause, or so damaged as to render them unusable, JTED shall repair or replace the improvements and all insurance payments shall be applied towards the reconstruction.

During reconstruction, JTED shall provide TUSD with suitable, alternative premises and reimburse TUSD for associated relocation expenses, or reduce the Annual Rent accordingly.

11. Signs and Advertising. Tenant shall have the right to display on the Premises signs subject to the approval of Landlord. Except for temporary postings, notices and directional signs related to Tenant's use, Tenant shall seek, and obtain, written approval from Landlord prior to displaying signs and/or advertising on the Leased Premises.

12. Subletting, Assignment and Encumbrances. Tenant shall not have the right to sublet or assign all or any part of the Leased Premises except as provided herein. Tenant has no right to pledge or encumber all or any part of this leasehold without the prior written approval of Landlord, which approval shall not be unreasonably withheld. Upon any unapproved assignment or encumbrance by Tenant, Landlord has the right to terminate the assignment or encumbrance immediately upon written notice to Tenant.

13. Mechanics' Liens. During the term of this Agreement and any extensions thereof, Tenant shall keep the Leased Premises free of mechanics' liens and other liens of like nature, and at all times shall fully protect and indemnify Landlord against all such liens or claims.

14. Defaults and Remedies. In the event of any default under this Agreement, and failure by the breaching Party to cure said default within thirty (30) days after written notice made in accordance with this Agreement, the non-breaching Party may elect to terminate this Agreement. If the nature of the obligation is such that more than thirty (30) days are required for performance, then the Party shall not be in default if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

15. Termination. This agreement may be terminated before the end of the Term as follows:

a. Per section 12, this Agreement may be terminated if a Party is in default and the Parties have failed to reach an amicable resolution pursuant to Sections 12 and 22. Any such termination

shall not take effect until the end of the school year ending on June 30 and at least ninety (90) days after written notice from the non-breaching Party that the breaching party has failed to resolve the default.

b. The Agreement may be terminated if either Party does not have funds to support the Agreement. Any such termination shall not take effect until the end of the school year ending on June 30 and at least two hundred and ten (210) days after receipt of written notice terminating the Agreement.

16. Disposition of Property upon Termination of this Agreement. Upon termination of this Agreement, TUSD will, at its expense, remove its personal property and equipment from the Premises.

17. Indemnification. To the fullest extent permitted by law, Tenant shall defend, indemnify and hold harmless the Landlord, its officers, agents and employees, from and against any and all claims, liabilities, losses, damage, cost and expense, including but not limited to reasonable fees and/or litigation expenses arising out of or resulting from Tenant's use or management of the Leased Premises, or any accident, injury or damage whatsoever occurring in or at the Leased Premises allegedly caused in whole or part by any act or omission of the Tenant or anyone directly or indirectly employed by it, its agents, invitees or anyone for whose acts it may be liable, regardless of whether it is caused in part by the negligent act or omission of Landlord or any of its officers, agents or employees.

18. Modification. This Agreement may be changed, waived or terminated only by an instrument in writing signed by the Party against which enforcement of such change, waiver or termination is sought.

19. Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision. The waiver of any of the terms and conditions of this Agreement shall be limited to the particular instance involved and shall not continue.

20. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement. No representations have been made to, or relied upon by, either

Party or anyone acting for or on behalf of either Party by any person which are not fully and completely set forth herein. Except as otherwise provided in this Agreement, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Landlord or JTED unless reduced to writing and signed by them.

21. Notices. All notices, demands or elections of whatsoever sort which this Agreement requires or permits either Party to give to the other shall be in writing and shall be personally delivered or shall be delivered by registered or certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

Landlord:

JTED
Kathy Prather, Superintendent
2855 W. Master Pieces Dr.
Tucson, AZ 85741

with a copy to:

Lisa Anne Smith, Esq.
DeConcini McDonald Yetwin & Lacy, P.C
2525 E. Broadway, Suite 2020
Tucson, AZ 85716

Tenant:

TUSD
Dr. Gabriel Trujillo, Superintendent
1010 E. 10th St.
Tucson, AZ 85719

with a copy to:

Robert Ross, Esq.
TUSD General Counsel
1010 E. 10th St.
Tucson, AZ 85719

Either Party may designate to the other in writing given in accordance with this paragraph a different address for service of notice. Notice by registered or certified mail shall be deemed served three (3) days after mailing.

22. Governing Law and Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Should a claim in arbitration be brought by Landlord or Tenant to enforce or to recover on any of the terms and conditions contained in this Agreement, the substantially prevailing Party therein shall be entitled to reasonable attorneys' fees and costs.

23. Severability. Should any provision of this Agreement be declared contrary to law by any court, or if such a danger arises, the provisions shall have the effect in the law only to the extent permitted by law, but all other provisions shall continue in full force and effect. The Parties shall thereupon immediately open negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

24. Arbitration. The Parties agree to submit any dispute arising hereunder to a single arbitrator, who shall be chosen by mutual agreement; or, if agreement cannot be reached within thirty (30) days after demand to choose an arbitrator, by appointment by a presiding judge of the Arizona Superior Court, Pima County. The decision of the arbitrator shall be binding and non-appealable, and shall be enforceable as a judgment in a court of competent jurisdiction.

25. Conflicts of Interest. This Agreement may be cancelled if a conflict of interest is present as set out in A.R.S. § 38-511, the terms of which statute are deemed incorporated herein.

26. Compliance with Immigration Laws. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its Arizona-based employees and, with regard to such employees, agrees to comply with the E-Verify requirements pursuant to A.R.S. § 23-214(A). A Party's breach of the above-referenced warranty shall be deemed a material breach of this Agreement. To the extent required by Arizona law, the Parties each retain the legal right to inspect the papers and records of the other Party to ensure compliance with this paragraph.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year stated next to their signature.

TENANT:

TUSD

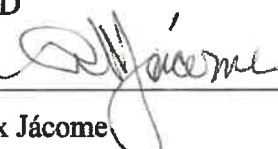
By: _____

Dr. Ravi Shah
Governing Board President

Date: _____

LANDLORD:

JTED

By:  _____

Alex Jácome
Governing Board Chairman

Date: _____

Attorney Approval

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to their respective clients.

Date: _____

Counsel for TUSD



Date: 07/16/2026

Counsel for JTED

EXHIBIT A
Description of Leased Premises

The premises are those spaces within the JTED @ the Bridges Innovative Learning Center at 3300 South Park Avenue, Tucson, Arizona, that are scheduled to be occupied by Tucson Unified School District as itemized in Exhibit B. During the daytime operation of the school by TUSD, spaces not specifically included in Exhibit B will be shared by JTED and TUSD or used solely by JTED for CTE programs.

TUSD LEASE FOR ITHS

Lease rate:	\$22.00	Total
Base	\$18.700	NNN per sqft
Utilities	\$1.925	
FF&E	\$1.375	
Common Area Ratio:	\$1.430	Adjustment to sqft to account for common areas used

Analysis of Spaces Used by TUSD

Building 1 Room	Room #	Sqft	Allocation	Lease	
Conference	103	395	0.8	\$ 2,000	
Reception	1-102	104	0.6	\$ 5,000	
Office	1-111	134	0		
Admin Offices (Hurley)	1-113	181	1	\$ 9,900	
TUSD	1-116	170	1	\$ 2,000	
Admin Offices	1-115	160	1	\$ 2,000	
Admin Offices	1-112	168	0	\$ -	JTED FY 27 3rd JTED admin
File Storage	1-118	243	0.5	\$ 3,800	
Custodial Storage	1-123	111	1	\$ 3,500	
Storage	1-124	166	0.5	\$ 2,600	Shared Storage
Cafeteria & Stage	1-128	3946	0.6	\$ 74,500	
Addt. Classroom	1-129	1815	0	\$ -	JTED only JTED CSI
Service Area	1-131	61	0	\$ -	130 JTED only
Addt. Lab	1-132	975	0	\$ -	
Classroom (PE)	1-130	905	0	\$ -	return to JTED per TUSD
Classroom	1-206	941	1	\$ 29,600	
Classroom	1-209	902	1	\$ 28,400	
Classroom	1-210	902	1	\$ 28,400	
JTED Server Room	1-217	134			Was labeled incorrectly
2nd Floor Office	1-218	135	1	\$ 4,200	Rhonda
Classroom	1-220	902	1	\$ 28,400	
Classroom	1-221	902	1	\$ 28,400	
PE/Health (Healthcare Fdn)	222	2171	0	\$ -	Air Transportation
Chem Lab	1-226	1173	1	\$ 36,900	TUSD only
Chem Storage	1-227	75	1	\$ 2,400	
Storage	1-228				Electrical
Lab Classroom	1-230	889	1	\$ 28,000	PE in 26-27
Classroom	1-231	902	1	\$ 28,400	
Classroom (math)	1-232	902	1	\$ 28,400	
Nurse Office and RR	1-236/1-237	240	0	\$ -	JTED FY27
Conference/Work Rooms	1-219	242	1	\$ 7,600	TUSD only
Teacher Workroom	1-104	375	0.5	\$ 5,900	
Second Floor Deck	1-200	2337	0.6	\$ 44,100	
Nursing Classroom	1-211	1,545	1	\$ 48,600	new chemistry
Nursing Lab	1-212	913	0	\$ -	EMT only
		23,263		\$ 432,400	
Building 2 Room	Room #	Sqft	Allocation	Lease	
Upstairs classroom	2-235	945	1	\$ 29,700	
Upstairs classroom	2-236	911	1	\$ 28,700	
Upstairs classroom	2-237	911	1	\$ 28,700	
storage upstairs	2-230	319	1	\$ 10,000	
upstairs office (IC office)	2-210	148	1	\$ 4,700	
office	2-106	93	1	\$ 2,900	

office	2-108	95	1	\$	3,000	
office	2-109	95	1	\$	3,000	
office	2-110	95	0	\$	-	JTED FY27
office	2-111	94	1	\$	3,000	JTED reassign to TUSD office to replace office 1-112
Nurse	2-117	367	1	\$	11,500	
Nurse	2-118	81	1	\$	2,500	
Nurse	2-119	107	1	\$	3,400	
Nurse	2-120	62	1	\$	2,000	
Teacher Workroom	2-121	280	0.5	\$	4,400	
Storage downstairs	2-124	394	0.5	\$	6,200	
FS Office	2-125	109	1	\$	3,400	
Custodial Storage	2-169	87	1	\$	2,700	
Kitchen	2-126	1135	1	\$	35,700	
Walk-In Ref	2-126A	120	1	\$	3,800	
MA class	2-153	915	0	\$	-	
		7502		\$	189,300	
Total Annual Lease		30,765		\$	621,700	

EXHIBIT C
Operation and Maintenance of the Premises: Assignment of Responsibilities

General areas of responsibility are shown in the following table. Specifics of how each Party meets its responsibilities will be established by a memorandum of understanding (MOU) between the parties. That MOU will be developed by administrators of the school and approved by the superintendent of each district. The MOU will be reviewed annually and revised as needed.

Area of Responsibility	TUSD	JTED
Academic Core enrollment, registration, SIS, ADM reporting, IT system, instruction and credits grades 9-12 and evaluation of academic (TUSD) teachers.	X	
CTE JTED elective courses enrollment, registration, SIS, ADM reporting, IT system, instruction and credits grades 9-12 and evaluation of CTE teachers.		X
Dual College, University and AP academic credit course offerings (where possible)	X	
Dual or concurrent College, University and AP elective CTE credit course offerings (where possible)		X
Daytime Administration of the School with an on-site administrator, attendance clerk and office manager.	X	
Evening Administration with an on-site administrator, receptionist, and administrative assistant. Ensure that there is an overlap in time for the handoff of administration.		X
Daytime school health office staffing	X	
Daytime Counseling—College, Career and Social-Emotional	X	X (as needed)
Evening Counseling—College, Career and Social-Emotional		X
Daytime custodial	X	
Evening custodial and preparation for the next day. Facility maintenance, replacement and repair. Grounds and landscaping.		X
Daytime and evening food service - Lunch will be provided to all - TUSD will provide super snack for supper	X	
Food Service Equipment (TUSD-Use only)	X	
Food Service Equipment (Shared-Use)		X
Daytime and evening campus monitor	X day	X eve

Security and school safety, including 24-hour security and response and daytime response training for students and staff. (The JTED portion of this service will be reimbursed to TUSD as shown in Exhibit B.)	X	
Academic classroom student and teacher laptops. Radios and other mobile devices for daytime operation.	X	
Scheduling of event center reservations and public use permits • TUSD will have first priority for daytime (campus-specific) events. No Fee • JTED will have first priority for evening (campus/district) events. • Other event needs as requested by outside agencies for daytime use or evening use, will be submitted through JTED, may incur rental fees, and will only be reserved if they do not significantly disrupt the educational process.		X
Transportation for TUSD students	X	
All classroom, administrative and common area furniture and equipment Network infrastructure Advanced security and network capacity Paging system Emergency lockdown system	X	X



Improving Our Public Places



Working Together

“It was a smooth, fair process and I was absolutely pleased with the outcome. The City kept me involved and information was shared every step of the way. I was never in the dark.”

Bill DiVito, property owner

The City of Tucson’s job is to ensure the safety and quality of life of all its citizens. This involves providing services like water and garbage collection, as well as building and improving public places such as streets, police and fire substations, libraries, and parks. Sometimes, these public projects require the acquisition of private property - a process called eminent domain. The City of Tucson follows a step-by-step process to make sure that private property owners are compensated fairly and caused as little inconvenience as possible.

The City of Tucson believes two key objectives should be met when acquiring private property for a public purpose:

1. The citizens of Tucson are assured that public funds are spent fairly and equitably in conformance with applicable laws and regulations.
2. Private owners affected by such public projects will receive just compensation for any property purchased by the City, and that all relocation and acquisition benefits to which they are entitled shall be paid by the City in a fair, professional, and timely manner.



This brochure will help you become familiar with the process of purchasing private property for public projects, and will let you know what to expect during your interactions with the Real Estate Division of the City of Tucson. *It is our sincere desire that the information contained in this brochure will provide you with confidence in the process, and that at the conclusion of our transaction, you will feel that you were treated in a fair and just fashion by the City.*

WHY MIGHT THE CITY NEED MY PROPERTY?

When planning a public project, planning personnel, property agents, design engineers/architects, and traffic engineers work together to establish the location and design that will be of greatest benefit and safety to citizens. The final project design takes into account a number of factors: the public's well-being, feasible engineering, safety and economic concerns, and minimizing inconvenience to affected private citizens.

A certain amount of private property is sometimes needed by the City to bring about a public project. The decision to acquire private property is always made after careful analysis, using a long-range planning process. Long range planning is a “big picture” approach to our community’s needs, which assures that public projects will serve Tucsonans today and in the future. It can take a year or more from the time planning begins to the start of construction, depending upon the complexity of the project. Often, one of the final steps necessary prior to construction is acquisition of private property rights.

WHAT ARE THE CITY’S RESPONSIBILITIES TO ME OR MY TENANTS?

If the City acquires property from a private citizen, the City must:

- Treat all property owners and tenants impartially without regard to race, color, religion, sexual orientation, gender, or national origin.
- Fully explain how the compensation offer was determined.
- Provide relocation advisory assistance, and relocation expense reimbursements in accordance with federal, state, and local regulations.

“I was treated well and kept informed throughout the entire process, and I definitely felt that I received a fair price for the property.”

Rick Borane, broker

WHEN WILL I BE CONTACTED REGARDING ACQUISITION AND RELOCATION?

When a project location is selected and approved and the design is nearing completion, all affected property owners are contacted by a property agent of the City. In many instances, this is the first official contact the property owner will have with a representative of the City. These City employees or consultants working on behalf of the City are trained to explain plans and advise how a proposed project will affect your property. The property agent must get important information from you on the initial visit. This information includes property condition and other issues to make certain the property will be properly evaluated. The agent will spend time with you to get this information and answer questions concerning the acquisition procedure.

A relocation agent also will contact you if you or your tenants are required to move from the property. You will also receive a relocation brochure and full explanation of your relocation benefits (as will any tenants of yours). The relocation brochure will explain advisory assistance, payment of moving costs, replacement property search expenses, replacement housing payments, and rent supplements or down payment supplements, if applicable.



WILL I RECEIVE A FAIR PRICE FOR MY PROPERTY?

Yes. It is the City's responsibility to pay fair market value for any private property it acquires. In all cases, the City will have an appraisal or estimate made on each property affected by a public project. The City employs both qualified staff and consultant appraisers. The appraiser makes an independent and impartial appraisal based on many factors, including an inspection of the property. You will be given the opportunity to accompany the appraiser on this inspection. In making the appraisal, the appraiser investigates and analyzes recent sales of similar properties in the area. The appraiser also compiles and obtains information concerning building costs, rental values and all other necessary information to provide an accurate estimate of the fair market value of your property. If the City needs only a portion of the property, the amount of compensation you will be offered is the difference between the fair market value

of the entire property, immediately before the acquisition, and the fair market value of the remaining property immediately after the acquisition. If property is acquired in its entirety, the City will pay full fair market value for the property.

Depending on the complexity of the situation and the nature of the acquisition, an estimate may be made, instead of an appraisal, to determine the fair market value of the property right being acquired. This estimate will involve an analysis of recent sales of similar properties in the area and will still include an inspection of the property. When the appraisal or estimate is complete, a complete review will be done by another party to ensure that all elements affecting the property value are considered and an accurate estimate of value is established.



WILL I RECEIVE A WRITTEN OFFER FOR MY PROPERTY?

Yes. After the just compensation amount is established, a City property agent will contact you. The offer for your property will be a value supported by the appraisal or estimate. Fairness dictates that all owners be treated equally, which is why offers and settlements must be based on proven, factual property values and not on the owner's skill, or lack of skill, in negotiating and trading. The present system assures that you will not be at a disadvantage if you are inexperienced in real estate transactions. If additional facts come to our attention that will lead to a revision in the just compensation amount, the adjustment will be made. You will be encouraged to provide any information you would like considered in the valuation process.

City agents will deal only with you, with your attorney or your representative. Negotiations are not normally done through real estate firms or others who do not have a direct interest in your property. The City is not responsible for real estate commissions and if an agent or representative is used, their fee is your responsibility. Similarly, should you choose to secure a broker/agent or attorney to assist you in a real estate transaction, the City will not pay any commissions or fees related to their services - those expenses are your responsibility.

An offer and draft purchase agreement for the full amount of the approved appraisal or estimate will be made to you by a property

agent. The offer will be accompanied by a summary statement of just compensation. The breakdown in the statement is helpful for tax purposes, and will include:

1. The amount offered as just compensation. In the case of a partial acquisition, the compensation for the real property to be acquired and compensation for damages and benefits, if any, to the remaining real property will be separately stated.
2. A copy of the appraisal or estimate.
3. A description and location of the property and type of property rights to be acquired, and a request to enter the property as soon as possible, if reasonable and possible.
4. An identification of buildings, structures and/or other improvements (including removable building equipment and trade fixtures) which are considered to be part of the real property for which the offer of just compensation is made. Where appropriate, the statement will identify any separately held ownership interest in the property, such as a tenant-owned improvement, and indicate that such interest is not covered by the offer.

Sometimes a purchase of a portion of private property would leave the owner with an “uneconomic remnant.” An uneconomic remnant is a piece of property remaining

“It was a win-win situation. I was well compensated for my property, and I felt that I was contributing to the greater good. The new fire station makes sense because it helps protect the people and properties in that area.”

Andy Romo, property owner



after a portion has been purchased, which would have little or no remaining value. If the acquisition of only a portion of a property would leave you with an uneconomic remnant, the City will offer to acquire the full parcel.

WHAT IF I INCUR ADDITIONAL EXPENSES?

The City will pay for all reasonable transaction expenses associated with a purchase, such as recording fees, transfer fees and loan payoff fees, escrow, title and closing costs, and the pro-rated portion of any prepaid real property taxes. The City will pay for the initial appraisal or estimate. Should you desire your own appraisal or estimate, it would be at your expense. Should you choose to secure a broker/agent or attorney to assist you in a real estate transaction, the City will not pay any commissions or fees related to their services - those expenses are your responsibility.

WHAT MUST I DO TO REACH A SETTLEMENT WITH THE CITY?

If you accept the offer by the City and can convey clear title, in most cases you may expect payment within 30 days from the date an agreement is signed. It is your responsibility, however, to satisfy any outstanding liens and encumbrances on the property to provide clear title. These encumbrances are normally paid at the time of closing of the transaction. Usually the property agent and assigned escrow officer handling your file will secure a release from the lien holder as a part of the closing.

The sale of property for public purposes comes under the Internal Revenue Service (IRS) classification of “Involuntary Conversion,” as a settlement in lieu of condemnation (the exercise of eminent domain authority of the City). It is suggested that you contact an accountant or tax specialist of your choice to learn of the federal income tax impact of your settlement. There are some advantages granted to you in such cases, in terms of additional time provided to secure ownership in similar property and reduce capital gains tax obligations.

When applicable, occupants of your property will receive payment for moving expenses. Again, a relocation specialist trained in applying federal and local relocation rules and regulations will provide you with a complete outline of relocation eligibility.

HOW LONG DO I HAVE TO LEAVE MY PROPERTY ONCE THE PROPERTY IS ACQUIRED?

If you are displaced from your property, you will be given a minimum of 90 days written notice to leave the property from the time an offer is made, and a minimum of 30 days once a settlement is closed and payment is received (or from the time the property is condemned, if that action is necessary).

WHAT IF AN AGREEMENT IS NOT REACHED WITH THE CITY?

It is the City’s policy to make every reasonable effort to acquire property by negotiations. Ninety-five percent of all property transactions made by the City are resolved via settlement, without need for any legal process. In the event the City is unable to reach an agreement with a property owner, the City will institute the necessary court procedures with the Pima County Superior Court. The City will promptly deposit the full amount of estimated just compensation with the Court when the condemnation proceedings are filed. Any time after the action is instituted, you may still accept a settlement of the case, in lieu

“The process went quickly and I was glad to help because I think the new fire station is going to be a big plus for the area. I was given three years to reinvest my money from the condemned property, so I was able to take my time and buy another property that I really liked. That took the pressure out of reinvesting.”

Ray Rivas, property owner

of condemnation. If you wish to contest the compensation amount, you may want to consider securing the services of an attorney for further advice.

Upon filing and acceptance of an Order to Show Cause and granting of Immediate Possession to the property, the City will have the right of secure possession to the property required for the project. You must satisfy all liens and encumbrances against the property, whether the purchase is settled by agreement or court action.

The above is set out not as advice, but to inform you of the available options should you elect not to accept the offer made for your property.

WHOM DO I CONTACT IF I HAVE ADDITIONAL QUESTIONS?

We cannot answer every question concerning City property procedures in this brochure. However, we hope this information will help you understand the process the City of Tucson follows when acquiring real estate. We sincerely hope that your upcoming transaction with our Division will be a satisfactory experience for both you and for our personnel involved. We believe that you will find them courteous, thoughtful, knowledgeable, and aware of their obligations to you as an individual, as well as to the public in general. If you have any further questions, please call the City of Tucson Real Estate Division at (520) 791-4181, or send an e-mail to Real.Estate@tucsonaz.gov

NOTES



City of Tucson
Real Estate Division
520-791-4181
Real.Estate@tucsonaz.gov



February 27, 2026

TRANSMITTED PRIORITY MAIL AND
BY EMAIL TO: Bryant.Nodine@tusd1.org

ADDRESS: TUCSON UNIFIED SCHOOL DISTRICT
ATTN: BRYANT NODINE
530 SOUTH NORRIS AVENUE POB 40400
TUCSON, AZ 85719

RE: Project: 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 City of Tucson
Site Address: 425 N. Sahuara Ave.
Parcel: 127-09-0040 (Sewell)

Dear Mr. Nodine,

The City of Tucson “City” is planning to construct a public improvement project known as 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 (the “Project”). A booklet entitled “Improving Our Public Places” is enclosed explaining the City of Tucson’s program for acquiring property for public improvements.

Our research indicates that you are the current owner of the property located at 421 N. Arcadia Ave., Tucson, AZ, identified by County Assessor as Parcel Number 127-01-001B. Acquisition of 46 square feet of right-of-way, a 251 square foot pedestrian easement and a 149.1 square foot temporary construction easement are needed for the Project.

Acquisition Sciences, Ltd. (ASL) is a consultant for the City and I am an acquisition agent for ASL. On behalf of the City of Tucson, enclosed with this letter are both a Purchase Agreement and a Summary Statement of Just Compensation for the proposed acquisition. Collectively, these documents constitute the City’s offer to purchase the defined real property interests for the total sum of **\$4,050.00**. The offer amount is based on the enclosed market analysis.

If after reviewing the enclosed documents you need to discuss this offer or the acquisition process further, I am available to address your questions. If you find the offer is acceptable, the following documentation will be required:

- one (1) original signed Purchase Agreement;
- one (1) original signed Summary Statement as attachment to the Agreement;
- one (1) original signed/notarized Warranty Deed;
- one (1) original signed/notarized Pedestrian Easement;
- one (1) original signed/notarized Temporary Construction Easement;

Please sign the documents where indicated in the presence of a notary public and mail the original documents back and return in the pre-addressed envelope provided for your convenience. If possible, please email a copy of the signed documents before sending them back in the mail. Email to Genac@ACQSL.com.

We are committed to keeping you as well informed and involved in the process as possible. We appreciate your cooperation in this matter and look forward to this opportunity to improve your neighborhood. If you have any questions, please contact me at **(520) 405-7067**. You may also reach me at my email address: **Genac@ACQSL.com**.

Si desea información en español, comuníquese con nuestra intérprete de español, Rita León, al 520-465-1342, o contáctela por correo electrónico al Rita.Leon@acqsl.com

Sincerely,

Gena Cox-Dorman

Gena Cox-Dorman

Right of Way Agent on behalf of the City of Tucson

Attachments: Purchase Agreement with Summary Statement, Warranty Deed, Pedestrian Easement, Temporary Construction Easement, Plan Sheets, Establishment of Just Compensation, and Improving Our Public Places Booklet.

PURCHASE AGREEMENT

AGREEMENT between **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, who acquired title as High School District No. 1, Pima County, Arizona, Seller, hereinafter referred to as **Grantor**, and the **CITY OF TUCSON**, a municipal corporation, Buyer, hereinafter referred to as **Grantee**.

IT IS HEREBY AGREED AS FOLLOWS:

That Grantor shall sell and Grantee shall buy, in lieu of condemnation, at the price and upon the terms and conditions herein set forth, fee title and easements in, on, over, under, across and through to the following described real property (the "Acquisition Area"):

see attached legal description, Exhibits "A", "B" & "C"

together with all improvements thereon as defined in the Summary Statement of Just Compensation attached hereto as Exhibit "D", free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Grantor to Grantee for the public improvement known as: 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 Project.

Purchase Amount: The Grantee shall pay the following amounts to the Grantor, subject to the terms and conditions herein set forth:

INTERESTS TO BE ACQUIRED	Sq Ft	Acquisition Area Value
Public Pedestrian Access Easement (PAE)	251	251 SF x \$14.12/SF x 90% = \$3,189.71
Fee Simple Acquisition (ROW)	46	46 SF x \$14.12/SF = \$649.52
Temporary Construction Easement (TCE)	149.1	149.1 SF x \$14.12/SF x 10% = \$210.53
TOTAL VALUE OF RIGHTS ACQUIRED		\$4,049.76
TOTAL VALUE OF RIGHTS ACQUIRED (ROUNDED)		\$4,050.00

The performance of this Agreement constitutes the entire consideration by the Grantee, including just compensation as required by law and shall relieve the Grantee of all further obligations or claims relating to the Property.

Escrow, Prorations and Fees: The parties hereto shall enter into an escrow agreement with an escrow agent selected by Grantee for closing of sale. Grantor shall place into escrow all documents necessary to convey the above referenced real property interests to Grantee, free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due. The escrow agent shall make prorations based on the date of closing and the size of the Acquisition Area. All escrow fees, document preparation expenses and recording fees shall be paid by Grantee. If title insurance is desired by Grantee, it shall pay premium therefore. All instruments of conveyance shall be in a form approved by the Grantee,

with fee title transfers by Warranty Deed attached hereto as Exhibit “E”. The pedestrian easement shall be established substantially as shown in the form attached hereto as Exhibit “F” and the Temporary Construction Easement shall be established substantially as shown in the form attached hereto as Exhibit “G”.

No Sale or Encumbrance: The Grantor shall not sell or encumber the Acquisition Area prior to closing.

Closing: Closing shall be on or before the later of 60 days after the date this Agreement is accepted and approved by the Grantee; or within 30 days of receipt of all necessary releases or consents to convey the Acquisition Area free and clear of all liens and encumbrances.

Security Interest: Monies payable under this Agreement may be due holders of secured and unsecured obligations (Lienholders) up to and including the total amount of principal, interest and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall be required to provide any necessary releases or consents for the Acquisition Area.

No Leases: Grantor warrants that there are no oral or written leases on all or any portion of the Acquisition Area. Grantor shall hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses occasioned by reason of any undisclosed lease or any lease of said property held by any tenant of Grantor.

Sale in Lieu of Condemnation: The sum paid by Grantee represents full and complete payment due Grantor, including but not limited to any and all severance damages as to any remaining property owned by Grantor. Grantor herein acknowledges the sale of real property to the Grantee may have tax consequences to Grantor, and is advised to seek legal and/or financial assistance as necessary to determine those consequences, which may include reporting of income received from the sale to the Internal Revenue Service.

Inspection: The Grantor shall permit the Grantee to conduct such inspections of the Acquisition Area and/or the Grantor’s remaining property as the Grantee deems necessary. If inspections indicate a potential condition and further testing or inspection is recommended, the parties hereby agree to extend the date of closing to at least 30 days after the issuance of a final report for such additional testing or inspection.

Environmental: If any environmental inspection reveals the presence of contamination or the need to conduct any environmental clean-up, the Grantor shall remediate all contamination within the Acquisition Area to bring it into compliance with all applicable Federal, State or local environmental regulations and to the satisfaction of the Grantee prior to closing. Grantor defends, indemnifies, and holds the Grantee and its employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, lessees and invitees (collectively “Indemnitees”), harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses, and disbursements, including legal fees and expenses of whatever kind and nature (collectively “claims” or “damages”) imposed on, incurred by, or reserved against the indemnitees in any way relating to or arising out of any noncompliance with any federal, state, or local environmental

laws, the existence or presence of any regulated substance on or emanating from the Grantor's property and any claims or damages in any way relation to or arising out of the removal, treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under, or emanating from the Grantor's property.

Possession: The Grantor hereby grants to the Grantee, its agents and assignees, a Right of Entry to the Acquisition Area for project related purposes including but not limited to construction. If this Agreement is not acted upon by the City Manager within 90 days of the Grantor's acceptance of this Agreement, this Right of Entry shall be terminated immediately and without further act or action. Possession of the Acquisition Area shall be given to Grantee upon close of escrow and recording of the documents conveying the Acquisition Area.

Risk of Loss: The Grantor shall be responsible for the risk of loss for any and all damage to the improvements located on or within the Acquisition Area prior to close of escrow and recording of the documents conveying the Acquisition Area.

No Salvage: The Grantor shall not salvage or remove any fixtures, improvements or vegetation located within the Acquisition Area without prior written approval of the Grantee. Any personal property located on or within the Acquisition Area must be removed prior to close of escrow.

Broker's Commission: No broker or finder has been used and the Grantee shall owe no brokerage or finder's fee related to this transaction. The Grantor has the sole obligation to pay all brokerage or finders fees to any agent employed.

Conflict of Interest: This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by the Grantee for certain conflicts of interest.

Survival of Representations and Warranties: All representations and warranties contained in this Agreement shall survive the closing of escrow.

Exhibits: Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth herein.

Entire Agreement: This agreement contains the entire agreement between the Grantor and Grantee. All understandings, conversations and communications, oral or written, between Grantor and Grantee, or on behalf of either of them, are merged into and superseded by this agreement and shall be of no further force or effect. No modification or amendment to this Agreement shall be binding unless in writing and signed by both the Grantor and the Grantee.

Relocation Benefits: The Grantee acknowledges that the Grantor may be entitled to relocation benefits pursuant to A.R.S. § 11-961 et seq.

Binding Effect: This agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns. In the event Grantor sells or attempts to sell an interest in any portion of the subject property of which the Acquisition Area is a part, Grantor agrees to tender

this agreement to the buyer or prospective buyer, who shall take the property interest subject thereto.

Authority: Grantee represents and warrants that it is a municipal corporation duly organized, validly existing under the laws of the state of its formation, that it has all the requisite power and authority to execute this agreement through the signature(s) below, and to perform its obligations hereunder. Grantor represents and warrants that it has all the requisite power and authority to execute this agreement through the signature(s) below, and to perform its obligations hereunder.

This sale is subject to approval by the City Manager, and if forwarded for review, subject to approval of the Mayor and Council. The Grantee reserves the right to reject any and all offers either at the City Manager or Mayor and Council level of authority. Ninety (90) days from the date of acceptance by Grantor are hereby given to the Grantee to obtain official Mayor and Council acceptance of this offer. If accepted, the acceptance portion of this instrument shall be signed by the Grantee and delivered to the Grantor within ten (10) business days following the date of acceptance.

Grantor accepted this _____ day of _____, 2026.

TUCSON UNIFIED SCHOOL DISTRICT NO. 1
a political subdivision of the State of Arizona

BY: _____

AS: _____

[Rest of Page Intentionally Left Blank]

Grantee agrees to purchase the above-described property at the price and under the terms and conditions herein set forth.

Grantee accepted this _____ day of _____, 2026.

CITY OF TUCSON, a municipal corporation

Kristina Swallow,
Assistant City Manager

Approved as to Form:

Regina Nassen,
Principal Assistant City Attorney

Approved as to Content:

Samuel A. Credio, P.E., MBA, CPM
Director, Department of Transportation & Mobility

Concurrence:

J. Ryan Tripp, Interim Administrator,
Real Estate Division

EXHIBIT A **LEGAL DESCRIPTION** **RIGHT OF WAY**

A PORTION OF THE PARCEL DESCRIBED IN DOCKET 550, PAGE 181, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 14 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 5TH STREET, NORTH 89°34'12" EAST, A DISTANCE OF 5.00 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 01°18'20" EAST, A DISTANCE OF 9.15 FEET;

THENCE SOUTH 88°41'40" WEST, A DISTANCE OF 5.00 FEET TO THE WEST LINE OF SAID PARCEL;

THENCE ALONG SAID WEST LINE, NORTH 01°18'20" WEST, A DISTANCE OF 9.23 FEET TO THE POINT OF BEGINNING.

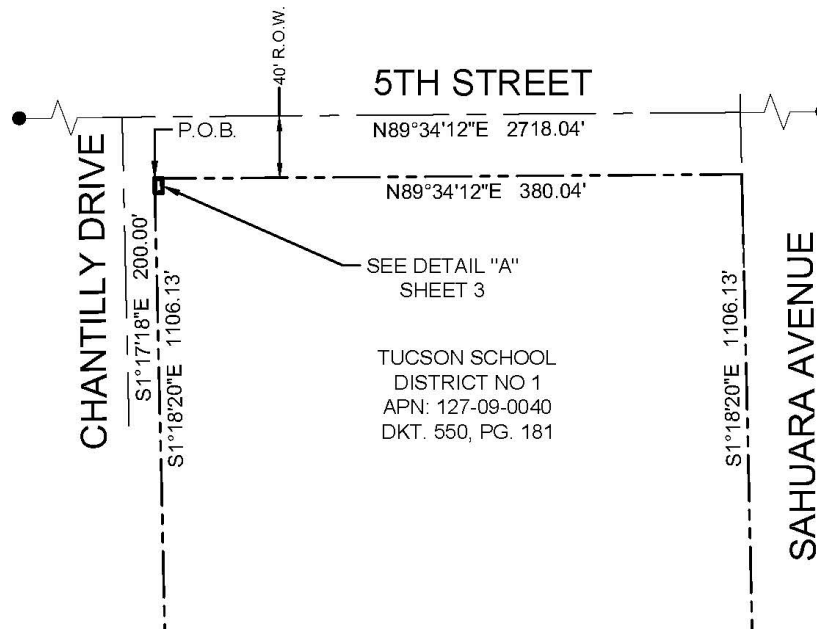
CONTAINING 46 SQ.FT. MORE OR LESS.



CHAD W. HUBER
 RLS 35316
 1661 E. CAMELBACK RD, SUITE 400
 PHOENIX, ARIZONA 85016
 PH. 602-837-5511
 chad.huber@kimley-horn.com

Kimley»Horn 1661 E. CAMELBACK RD, SUITE 400 PHOENIX, AZ 85016						Tel. No. (602) 837-5511	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.		
N/A	KEG	CWH	11/11/2025	098134058	1 OF 3		

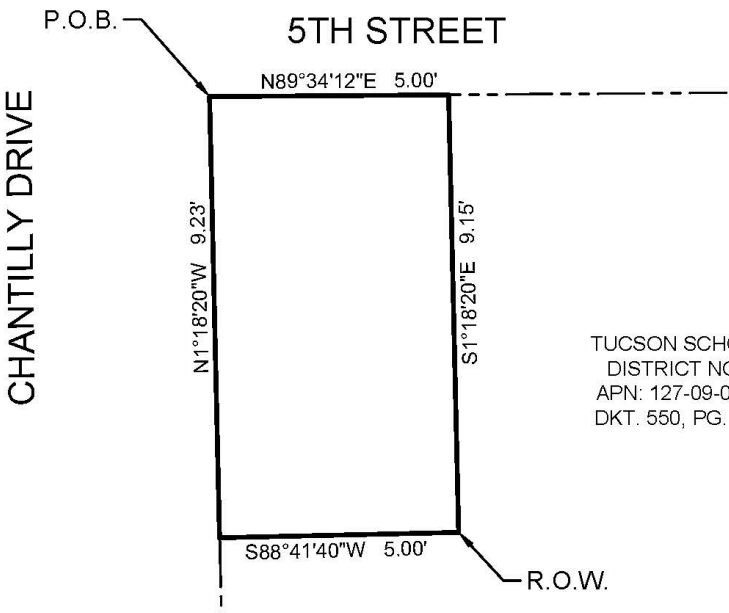
EXHIBIT A



CHAD W. HUBER
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 1661 E. CAMELBACK RD, SUITE 400
 PHOENIX, ARIZONA 85016
 PH. 602-837-5511
 chad.huber@kimley-horn.com

1661 E. CAMELBACK RD, SUITE 400 PHOENIX, AZ 85016					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	KEG	CWH	11/11/2025	098134058	2 OF 3

DETAIL "A"



TUCSON SCHOOL
DISTRICT NO 1
APN: 127-09-0040
DKT. 550, PG. 181



CHAD W. HUBER
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1661 E. CAMELBACK RD, SUITE 400
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PHOENIX, AZ 85016
Tel. No. (602) 837-5511

Scale N.T.S.	Drawn by KEG	Checked by CWH	Date 11/11/2025	Project No. 098134058	Sheet No. 3 OF 3
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EXHIBIT B
LEGAL DESCRIPTION
PEDESTRIAN ACCESS EASEMENT

A PORTION OF THE PARCEL DESCRIBED IN DOCKET 550, PAGE 181, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 14 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART 1:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 5TH STREET, NORTH 89°34'12" EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°34'12" EAST, A DISTANCE OF 16.15 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 43°56'14" WEST, A DISTANCE OF 15.71 FEET;

THENCE SOUTH 29°08'42" WEST, A DISTANCE OF 3.18 FEET;

THENCE SOUTH 88°41'40" WEST, A DISTANCE OF 8.38 FEET TO THE WEST LINE OF SAID PARCEL;

THENCE ALONG SAID WEST LINE, NORTH 01°18'20" WEST, A DISTANCE OF 4.90 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 88°41'40" EAST, A DISTANCE OF 5.00 FEET;

THENCE NORTH 01°18'20" WEST, A DISTANCE OF 9.15 FEET TO THE POINT OF BEGINNING.

PART 1 CONTAINING 155 SQ.FT. MORE OR LESS.

TOGETHER WITH;

CHAD W. HUBER
 RLS 35316
 1661 E. CAMELBACK RD, SUITE 400
 PHOENIX, ARIZONA 85016
 PH. 602-837-5511
 chad.huber@kimley-horn.com

					
1661 E. CAMELBACK RD, SUITE 400 PHOENIX, AZ 85016					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	KEG	CWH	11/11/2025	098134058	1 OF 4

EXHIBIT B
LEGAL DESCRIPTION
PEDESTRIAN ACCESS EASEMENT

PART 2:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAHUARA AVENUE, SOUTH 01°28'51" EAST, A DISTANCE OF 13.53 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 82°25'09" WEST, A DISTANCE OF 2.51 FEET;

THENCE NORTH 34°09'49" WEST, A DISTANCE OF 16.64 FEET TO THE NORTH LINE OF SAID PARCEL;

THENCE ALONG SAID NORTH LINE, NORTH 89°34'12" EAST, A DISTANCE OF 11.49 FEET TO THE POINT OF BEGINNING;

PART 2 CONTAINING 96 SQ.FT. MORE OR LESS.

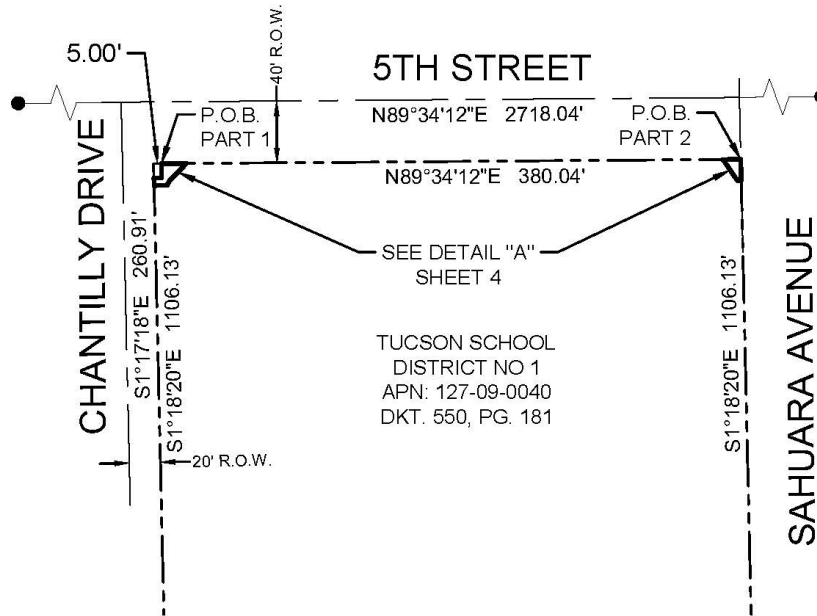
TOTAL CONTAINING 251 SQ.FT. MORE OR LESS.



CHAD W. HUBER
RLS 35316
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1661 E. CAMELBACK RD, SUITE 400 PHOENIX, AZ 85016					
Tel. No. (602) 837-5511					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	KEG	CWH	11/11/2025	098134058	2 OF 4

EXHIBIT B



CHAD W. HUBER
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Kimley»Horn 1661 E. CAMELBACK RD, SUITE 400 PHOENIX, AZ 85016						Tel. No. (602) 837-5511
Scale N.T.S.	Drawn by KEG	Checked by CWH	Date 11/11/2025	Project No. 098134058	Sheet No. 3 OF 4	

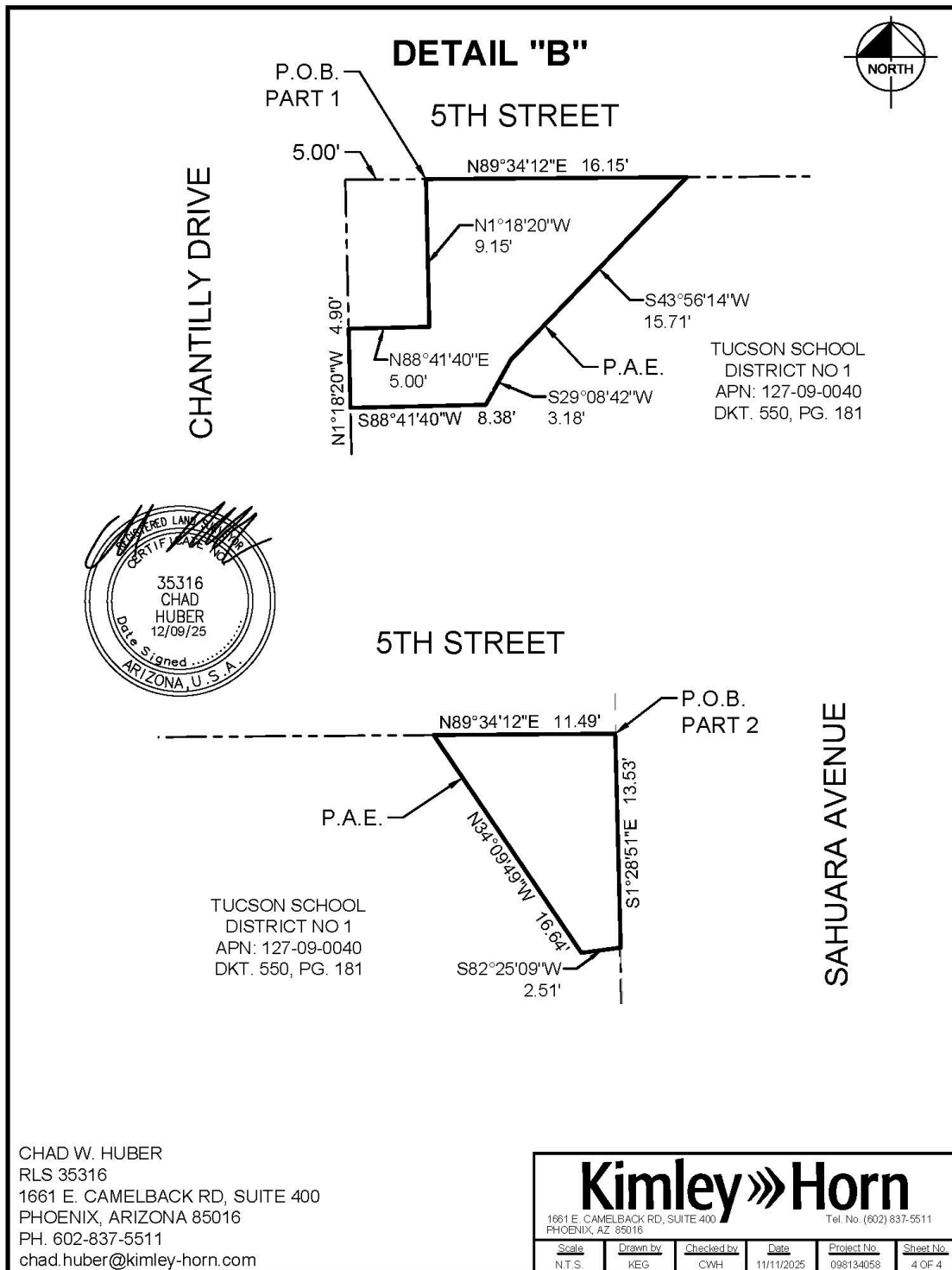


Exhibit “C”

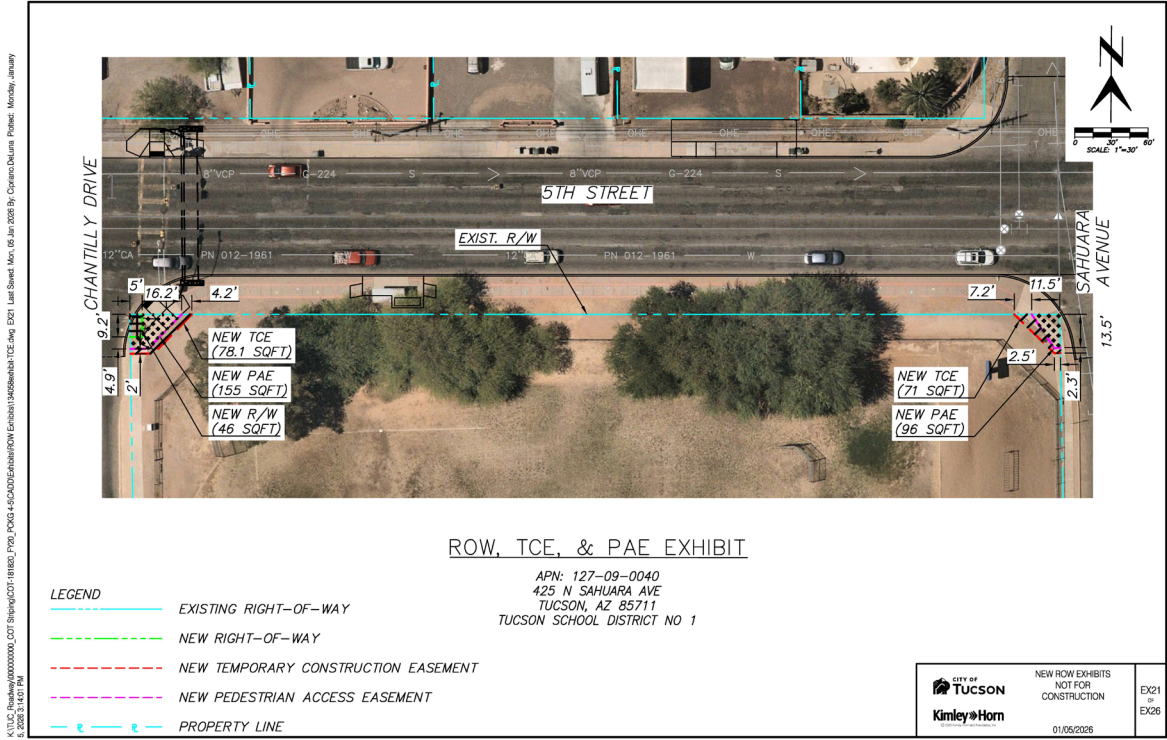


Exhibit “D”

**CITY OF TUCSON - REAL ESTATE DIVISION
SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter dated **February 27, 2026**, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: N 1146’ of E 380’ of SW4 Less N 40’ S 9.65 Ac P 26-12-14-14

APN: 127-09-0040

Property of: Tucson Unified School District No. 1, a political subdivision of the State of Arizona, who acquired title as High School District No. 1, Pima County, Arizona

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation and is the result of market analysis. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a “cost-to-cure” basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTERESTS TO BE ACQUIRED	Sq Ft	Acquisition Area Value
Public Pedestrian Access Easement (PAE)	251	251 SF x \$14.12/SF x 90% = \$3,189.71
Fee Simple Acquisition (ROW)	46	46 SF x \$14.12 = \$649.52
Temporary Construction Easement (TCE)	149.1	149.1 SF x \$14.12/SF x 10% = \$210.53
TOTAL VALUE OF RIGHTS ACQUIRED		\$4,049.76
TOTAL VALUE OF RIGHTS ACQUIRED (ROUNDED)		\$4,050.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

Dated: _____ OWNER SIGNATURE: _____

Exhibit "E"

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, the undersigned, **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, who acquired title as High School District No. 1, Pima County, Arizona, the Grantor, does hereby CONVEY unto the **CITY OF TUCSON**, a municipal corporation, Grantee, intending to grant a fee simple interest and title therein including any right of reversion in the event of future abandonment thereof, the following described property situate in Pima County, Arizona:

see attached legal description Exhibit "A".

This property is sold and conveyed to Grantee for a public improvement, and the sum paid by Grantee represents full and complete payment due Grantor, including, but not limited to, any and all severance damages to Grantor's remaining lands affected by or appurtenant to said improvements, and upon said payment being made, Grantor releases and relinquishes to Grantee all further obligations or claims for damages.

Subject to all provisions, conditions, easements, restrictions, covenants, encumbrances and other matters of record, and to all zoning, building or other laws or ordinances. Grantor warrants the title against any person whatsoever.

For purposes of a public improvement project known as 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101.

Affidavit Exempt A.R.S. §11-1134 (A-3).

DATED this _____ day of _____, 2026.

TUCSON UNIFIED SCHOOL DISTRICT NO. 1,
a political subdivision of the State of Arizona

By: _____

As: _____

[Notary Certification to Follow]

Exhibit "F"

GRANT OF EASEMENT

For valuable consideration, **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, who acquired title as High School District No. 1, Pima County, Arizona, Grantor, does hereby convey unto the **CITY OF TUCSON**, a municipal corporation, its successors and assigns, Grantee, a non-exclusive easement, in, on, over, under, across and through the following described property:

See Attached Exhibit "A"

for the right to construct, operate and maintain a public sidewalk and access ramps, in association with 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 project.

Grantor shall not erect, construct, or permit to be constructed any building or other structure, drill any well, or alter ground level by cut or fill within the limits of said easement. Grantor shall keep the easement area free and clear of any personal or business property or obstruct the easement area with any physical objects.

All grants, covenants and conditions of this easement shall inure to the benefit of and be binding upon the successors in interest to the Grantee and Grantor.

Affidavit Exempt A.R.S. §11-1134 (A) (2) (3)

DATED this _____ day of _____, 2026.

TUCSON UNIFIED SCHOOL DISTRICT NO. 1,
a political subdivision of the State of Arizona

By: _____

As: _____

[Notary Certification to Follow]

Exhibit "G"

TEMPORARY CONSTRUCTION EASEMENT

That the Grantor, **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, who acquired title as High School District No. 1, Pima County, Arizona, for mutual and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the **CITY OF TUCSON**, an Arizona municipal corporation, its successors and assigns, a right-of-entry and temporary construction easement to enter upon for grading and construction purposes in connection with: 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 project. Said temporary construction easement being in, on, through, over, across and under the following described parcel of land, situate in the County of Pima, State of Arizona, to-wit:

SEE ATTACHED EXHIBIT "A"

Commencement and duration of this Temporary Construction Easement given Grantee shall be for a period of one year starting from the date construction activities commence within the Acquisition Area and terminate at one year from commencement, unless extended by mutual agreement of the Parties in writing. The Right-of-Entry may terminate earlier, upon substantial conclusion and acceptance of construction activities by the City Engineer or his/her designee, with no refund owing to City for any unused term

Grantor covenants and agrees that the temporary construction easement rights herein will run with the affected land during the term herein and should the Grantor's property be conveyed during the term of this easement, Grantor will provide this easement to the successor in interest, which shall assume the burdens herein.

Affidavit Exempt ARS § 11134 (A)(2)(3)

Dated this ____ day of _____, 2026.

TUCSON UNIFIED SCHOOL DISTRICT NO. 1,
a political subdivision of the State of Arizona

By: _____

As: _____

[Notary Certification to Follow]

ESTABLISHMENT OF JUST COMPENSATION

Project: Prop 101 5th St. Alvernon-Wilmot City of Tucson Parcel: 127-02-363A
 Address: 5145 E. 5th Street Owner: Tucson School District TUSD
 Township/Range/Section: T14S, R14E, Sec.11 Date Prepared: 01/28/26

ACQUISITION FROM SUBJECT PROPERTY:	Square Feet:	16	Type of Interest: Temporary Construction Easement
------------------------------------	--------------	----	---

PROPOSED OFFER:	Unit Value	Sq. Ft.	% of Rights	Total
Temporary Construction Easement	\$14.12	16	10%	\$22.59
Just Compensation				\$22.59
Just Compensation (Rounded):				\$500.00

The proposed acquisition is for vacant land only.

PROPOSED BY: Gena Cox-Dorman 1/28/2026
 Gena Cox-Dorman Acquisition Agent Date
 Acquisition Sciences, Ltd.

 CONCURRENCE:  2/18/26
 J. Ryan Tripp, Real Estate Interim Administrator Date
 City of Tucson

ESTABLISHMENT OF JUST COMPENSATION

MARKET ANALYSIS & PROPOSED OFFER WORKSHEET

Project: Prop 101 5th St. Alvernon-Wilmot City of Tucson Parcel: 127-02-363A
 Address: 5145 E. 5th Street Owner: Tucson School District TUSD
 Township/Range/Section: T14S, R14E, Sec.11 Date Prepared: 01/28/26

Comparable	Tax Parcel No.	Date of Sale	Sales Price	Lot Size (SF)	Price Per SF	Zoning	Location	Use	Adjustment	Adjusted Value
1	122-17-4700	10/2024	\$130,000.00	7,017	\$18.53	R1	Speedway/Lee	Vacant Land	0%	\$18.53
2	121-11-172D	8/2024	\$110,000.00	7,190	\$15.30	R1	Pima/Swan	Vacant Land	0%	\$15.30
3	127-13-1070	12/2024	\$242,500.00	24,350	\$9.95	R1	5th/Wilmont	Vacant Land	0%	\$9.95
4	126-16-049A	7/2025	\$199,000.00	15,682	\$12.69	R1	Broadway/Alvernon	Vacant Land	0%	\$12.69
Subject	127-02-363A					R1				\$14.12

NOTE: The above sales data was obtained from sources such as CoStar, Multiple Listing Service, etc. and may not have been independently confirmed.

COMMENTS: The proposed acquisition is for vacant land only.

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, the undersigned, **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, who acquired title as High School District No. 1, Pima County, Arizona, the Grantor, does hereby CONVEY unto the **CITY OF TUCSON**, a municipal corporation, Grantee, intending to grant a fee simple interest and title therein including any right of reversion in the event of future abandonment thereof, the following described property situate in Pima County, Arizona:

see attached legal description Exhibit "A".

This property is sold and conveyed to Grantee for a public improvement, and the sum paid by Grantee represents full and complete payment due Grantor, including, but not limited to, any and all severance damages to Grantor's remaining lands affected by or appurtenant to said improvements, and upon said payment being made, Grantor releases and relinquishes to Grantee all further obligations or claims for damages.

Subject to all provisions, conditions, easements, restrictions, covenants, encumbrances and other matters of record, and to all zoning, building or other laws or ordinances. Grantor warrants the title against any person whatsoever.

For purposes of a public improvement project known as 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101.

Affidavit Exempt A.R.S. §11-1134 (A-3).

5th Street: Alvernon – Wilmot Rd. Walkability Prop 101
Tax Parcel: 127-09-0040 (Sewell)

**EXHIBIT A
LEGAL DESCRIPTION
RIGHT OF WAY**

A PORTION OF THE PARCEL DESCRIBED IN DOCKET 550, PAGE 181, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 14 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 5TH STREET, NORTH 89°34'12" EAST, A DISTANCE OF 5.00 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 01°18'20" EAST, A DISTANCE OF 9.15 FEET;

THENCE SOUTH 88°41'40" WEST, A DISTANCE OF 5.00 FEET TO THE WEST LINE OF SAID PARCEL;

THENCE ALONG SAID WEST LINE, NORTH 01°18'20" WEST, A DISTANCE OF 9.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 46 SQ.FT. MORE OR LESS.

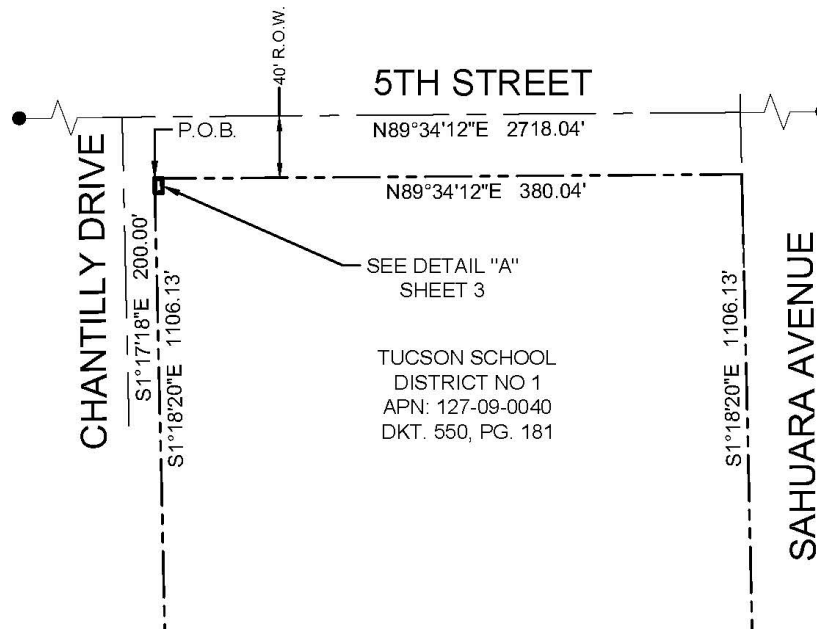


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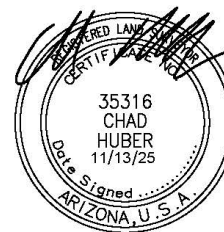
Kimley»Horn					
1661 E. CAMELBACK RD, SUITE 400 PHOENIX, AZ 85016					
Tel. No. (602) 837-5511					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	KEG	CWH	11/11/2025	098134058	1 OF 3

5th Street: Alvernon – Wilmot Rd. Walkability Prop 101
Tax Parcel: 127-09-0040 (Sewell)

EXHIBIT A



TUCSON SCHOOL
DISTRICT NO 1
APN: 127-09-0040
DKT. 550, PG. 181



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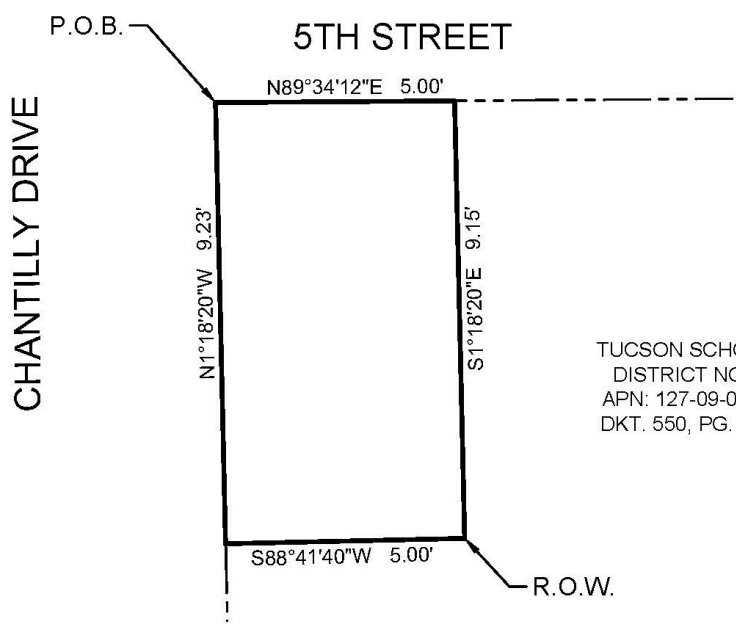
1661 E. CAMELBACK RD, SUITE 400
PHOENIX, AZ 85016

Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	KEG	CWH	11/11/2025	098134058	2 OF 3

5th Street: Alvernon – Wilmot Rd. Walkability Prop 101
Tax Parcel: 127-09-0040 (Sewell)

DETAIL "A"



TUCSON SCHOOL
DISTRICT NO 1
APN: 127-09-0040
DKT. 550, PG. 181



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Scale N.T.S.	Drawn by KEG	Checked by CWH	Date 11/11/2025	Project No. 098134058	Sheet No. 3 OF 3
-----------------	-----------------	-------------------	--------------------	--------------------------	---------------------

5th Street: Alvernon – Wilmot Rd. Walkability Prop 101
Tax Parcel: 127-09-0040 (Sewell)

GRANT OF EASEMENT

For valuable consideration, **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, who acquired title as High School District No. 1, Pima County, Arizona, Grantor, does hereby convey unto the **CITY OF TUCSON**, a municipal corporation, its successors and assigns, Grantee, a non-exclusive easement, in, on, over, under, across and through the following described property:

See Attached Exhibit “A”

for the right to construct, operate and maintain a public sidewalk and access ramps, in association with 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 project.

Grantor shall not erect, construct, or permit to be constructed any building or other structure, drill any well, or alter ground level by cut or fill within the limits of said easement. Grantor shall keep the easement area free and clear of any personal or business property or obstruct the easement area with any physical objects.

All grants, covenants and conditions of this easement shall inure to the benefit of and be binding upon the successors in interest to the Grantee and Grantor.

Affidavit Exempt A.R.S. §11-1134 (A) (2) (3)

DATED this _____ day of _____, 2026.

TUCSON UNIFIED SCHOOL DISTRICT NO. 1,
a political subdivision of the State of Arizona

By: _____

As: _____

STATE OF ARIZONA))ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 2026,
by _____ as _____ of **TUCSON
UNIFIED SCHOOL DISTRICT NO. 1, a political subdivision of the State of Arizona**, who
acknowledged they executed the instrument on behalf of the corporation by proper authority, and
that the instrument was the act of the corporation for the purpose therein stated.

Notary Public

Exhibit "A"

EXHIBIT A
LEGAL DESCRIPTION
PEDESTRIAN ACCESS EASEMENT

A PORTION OF THE PARCEL DESCRIBED IN DOCKET 550, PAGE 181, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 14 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART 1:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 5TH STREET, NORTH 89°34'12" EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°34'12" EAST, A DISTANCE OF 16.15 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 43°56'14" WEST, A DISTANCE OF 15.71 FEET;

THENCE SOUTH 29°08'42" WEST, A DISTANCE OF 3.18 FEET;

THENCE SOUTH 88°41'40" WEST, A DISTANCE OF 8.38 FEET TO THE WEST LINE OF SAID PARCEL;

THENCE ALONG SAID WEST LINE, NORTH 01°18'20" WEST, A DISTANCE OF 4.90 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 88°41'40" EAST, A DISTANCE OF 5.00 FEET;

THENCE NORTH 01°18'20" WEST, A DISTANCE OF 9.15 FEET TO THE POINT OF BEGINNING.

PART 1 CONTAINING 155 SQ.FT. MORE OR LESS.

TOGETHER WITH;

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PH. 602-837-5511
chad.huber@kimley-horn.com

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Tel. No. (602) 837-5511					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	KEG	CWH	11/11/2025	098134058	1 OF 4

EXHIBIT A
LEGAL DESCRIPTION
PEDESTRIAN ACCESS EASEMENT

PART 2:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAHUARA AVENUE, SOUTH 01°28'51" EAST, A DISTANCE OF 13.53 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 82°25'09" WEST, A DISTANCE OF 2.51 FEET;

THENCE NORTH 34°09'49" WEST, A DISTANCE OF 16.64 FEET TO THE NORTH LINE OF SAID PARCEL;

THENCE ALONG SAID NORTH LINE, NORTH 89°34'12" EAST, A DISTANCE OF 11.49 FEET TO THE POINT OF BEGINNING;

PART 2 CONTAINING 96 SQ.FT. MORE OR LESS.

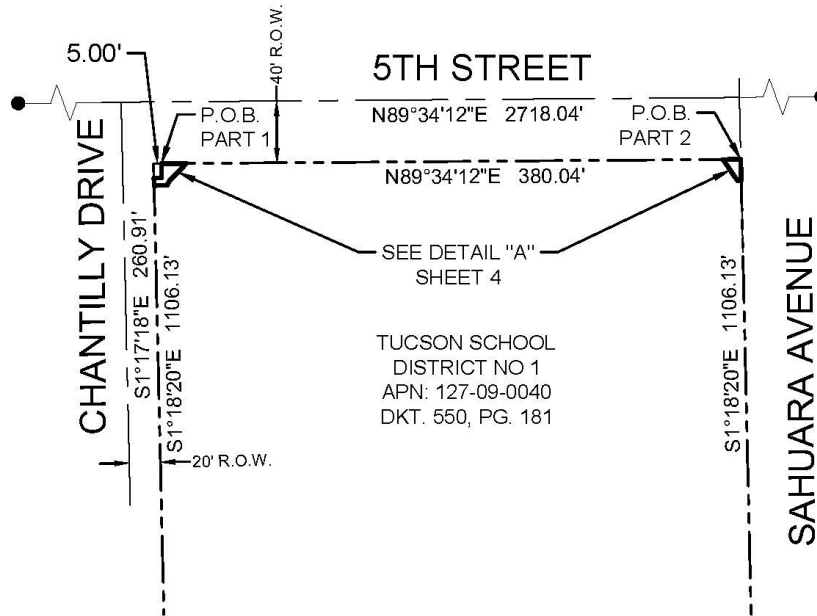
TOTAL CONTAINING 251 SQ.FT. MORE OR LESS.



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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	KEG	CWH	11/11/2025	098134058	2 OF 4

EXHIBIT A



TUCSON SCHOOL
DISTRICT NO 1
APN: 127-09-0040
DKT. 550, PG. 181



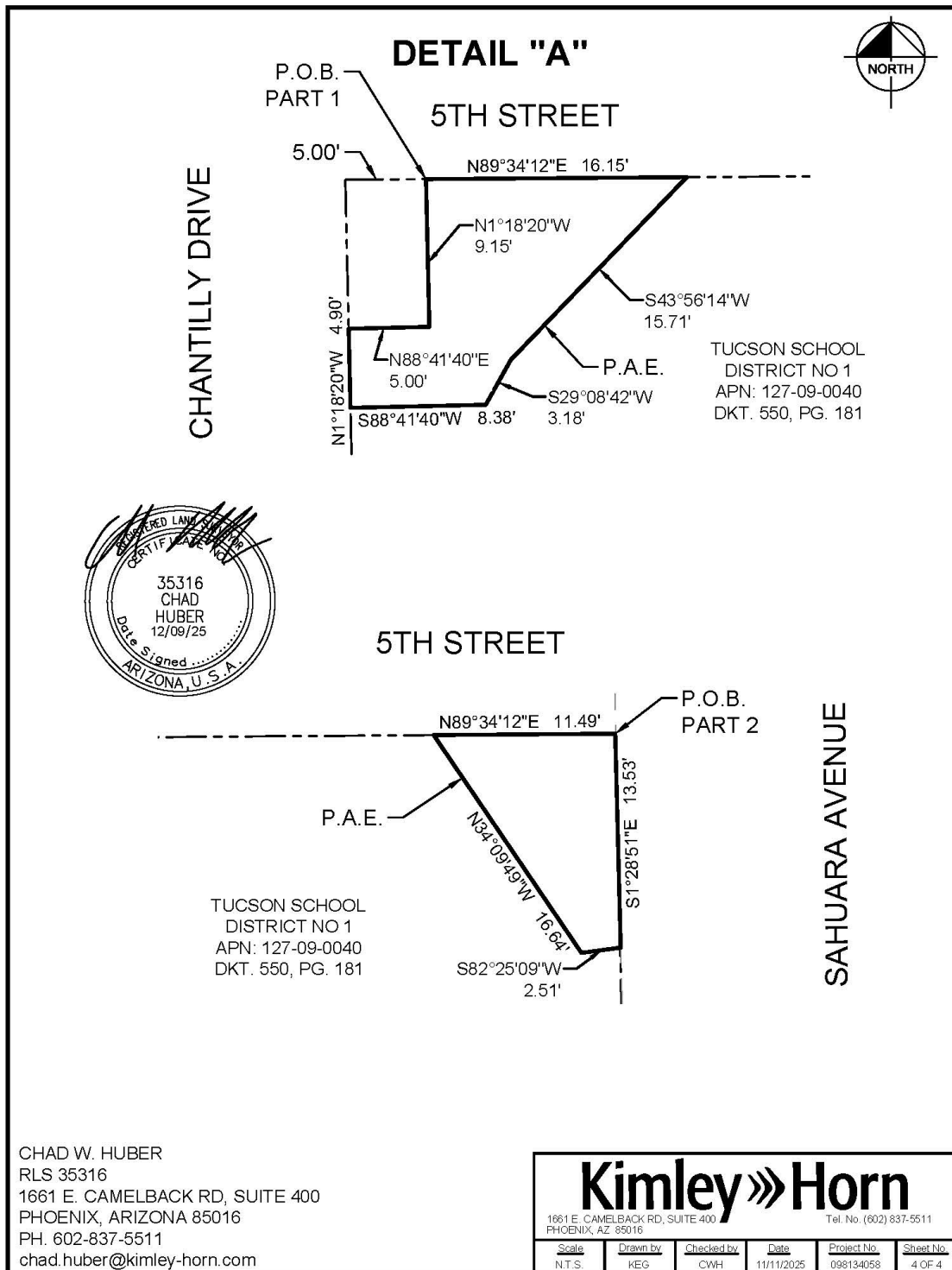
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	KEG	CWH	11/11/2025	098134058	3 OF 4



TEMPORARY CONSTRUCTION EASEMENT

That the Grantor, **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, who acquired title as High School District No. 1, Pima County, Arizona, for mutual and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the **CITY OF TUCSON**, an Arizona municipal corporation, its successors and assigns, a right-of-entry and temporary construction easement to enter upon for grading and construction purposes in connection with: 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 project. Said temporary construction easement being in, on, through, over, across and under the following described parcel of land, situate in the County of Pima, State of Arizona, to-wit:

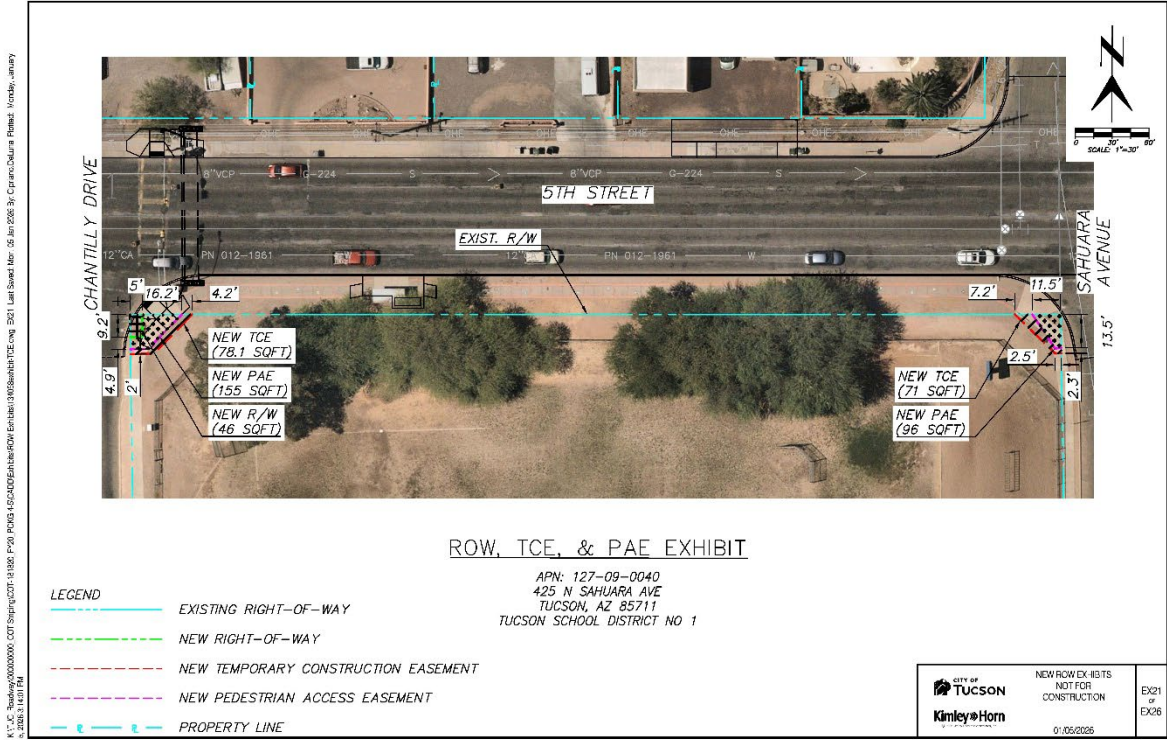
SEE ATTACHED EXHIBIT “A”

Commencement and duration of this Temporary Construction Easement given Grantee shall be for a period of one year starting from the date construction activities commence within the Acquisition Area and terminate at one year from commencement, unless extended by mutual agreement of the Parties in writing. The Right-of-Entry may terminate earlier, upon substantial conclusion and acceptance of construction activities by the City Engineer or his/her designee, with no refund owing to City for any unused term

Grantor covenants and agrees that the temporary construction easement rights herein will run with the affected land during the term herein and should the Grantor's property be conveyed during the term of this easement, Grantor will provide this easement to the successor in interest, which shall assume the burdens herein.

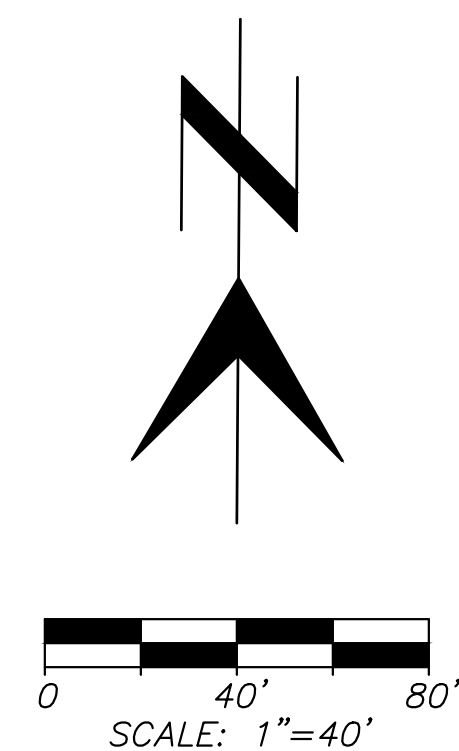
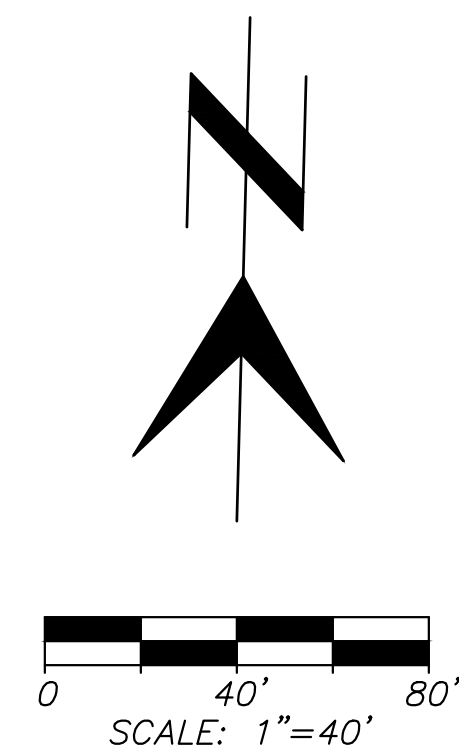
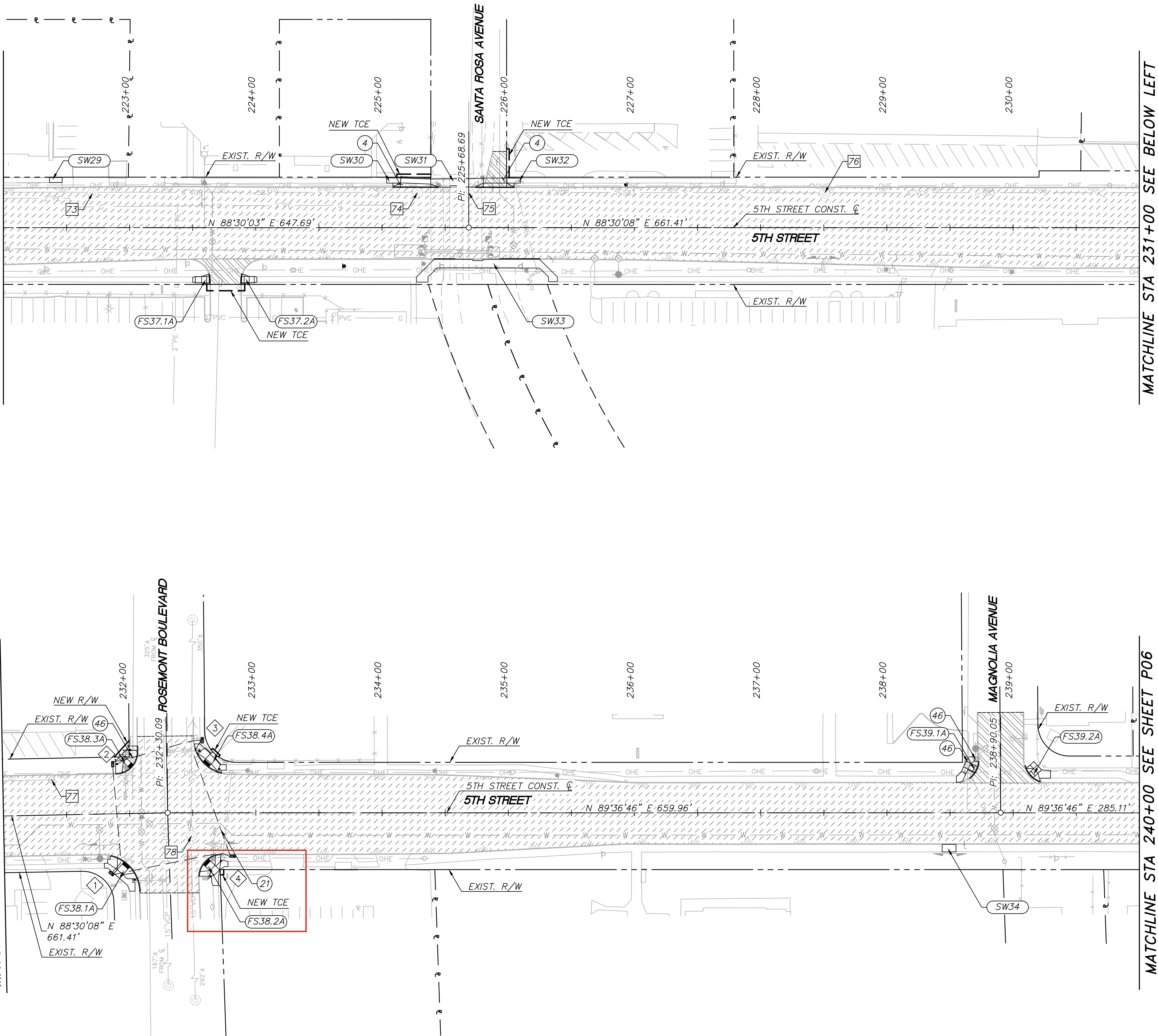
Affidavit Exempt ARS § 11134 (A)(2)(3)

Exhibit “A”



5th Street: Alvernon – Wilmot Rd. Walkability Prop 101
Tax Parcel 127-09-0040 (Sewell)

MATCHLINE STA 231+00 SEE ABOVE RIGHT



CONSTRUCTION NOTES:

- ④ INSTALL NEW DRIVEWAY APRON PER PAG STD. DTL. 206.
- ②⑦ INSTALL NEW CONDUIT, PULL BOXES, VIDEO DETECTION CABLE, AND CITY FURNISHED VIDEO DETECTION CAMERAS PER DETAIL A6 ON SHEET A02.
- ④⑥ ADJUST EXISTING WATER VALVE TO GRADE PER TUCSON WATER SD-300.

GENERAL NOTES:

1. STATIONS AND OFFSETS ARE BASED ON THE 5TH STREET CONST. CENTERLINE.
-  SEE GENERAL NOTES SHEET GN02.
-  SEE RAMP SUMMARY SHEETS.
-  SEE SIDEWALK SUMMARY SHEET SW01.
-  SEE DETAIL A6 ON SHEET A03.

DESIGN KEY

Figure 1 shows nine patterns labeled PSS2 through PSS9. PSS2 is a solid grey rectangle. PSS4 is a white rectangle with a grid of dots. PSS5 is a white rectangle with diagonal lines from top-left to bottom-right. PSS6 is a white rectangle with diagonal lines from top-right to bottom-left. PSS7 is a white rectangle with a grid of squares. PSS8 is a white rectangle with diagonal lines from top-left to bottom-right. PSS9 is a white rectangle with a grid of dots.

CIVIL PLAN SHEETS

P05

NO.	DATE	REVISION	BY	CHKD.	APPR.	PRELIMINARY 100% NOT FOR CONSTRUCTION OR RECORDING	DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION ROAD RECOVERY PROPOSITION 101 REHABILITATION PACKAGE 5 - CONSTRUCTION PLANS			130 OF 169
							 CITY OF TUCSON	DRWN. BY M. RESNIK 11/2025	REF. _____ SCALE: 1"=40'	PLAN NO. I-2025-011
								DSGN. BY V. RODRIGUEZ 11/2025	_____	
								CHKD. BY T. RHINE 11/2025	_____	

MATCHLINE STA 222+00 SEE SHEET DM04



GENERAL NOTES:

1. STATIONS AND OFFSETS ARE BASED ON THE 5TH STREET CONST. CENTERLINE.
- ☒ SEE GENERAL NOTES SHEET GN03.

- REMOVAL OF EXISTING PAVEMENT
- REMOVAL OF EXISTING SIDEWALK AND CONC. PADS

DM05

						DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION		120	
						ROAD RECOVERY PROPOSITION 101		OF	
						REHABILITATION PACKAGE 5 - CONSTRUCTION PLANS		169	



February 27, 2026

TRANSMITTED PRIORITY MAIL AND
BY EMAIL TO: Bryant.Nodine@tusd1.org

ADDRESS: TUCSON UNIFIED SCHOOL DISTRICT
ATTN: BRYANT NODINE
530 SOUTH NORRIS AVENUE POB 40400
TUCSON, AZ 85719

RE: Project: 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 City of Tucson
Site Address: 401 N. Irving Ave
Parcel: 126-01-0010 (Howell)

Dear Mr. Nodine,

The City of Tucson “City” is planning to construct a public improvement project known as 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 (the “Project”). A booklet entitled “Improving Our Public Places” is enclosed explaining the City of Tucson’s program for acquiring property for public improvements.

Our research indicates that you are the current owner of the property located at 401 N. Irving Ave., Tucson AZ, identified by County Assessor as Parcel Number 126-01-0010. Acquisition of a 67 square foot pedestrian easement and a 54.3 square foot temporary construction easement are needed for the Project.

Acquisition Sciences, Ltd. (ASL) is a consultant for the City and I am an acquisition agent for ASL. On behalf of the City of Tucson, enclosed with this letter are both a Purchase Agreement and a Summary Statement of Just Compensation for the proposed acquisition. Collectively, these documents constitute the City’s offer to purchase the defined real property interests for the total sum of **\$930.00**. The offer amount is based on the enclosed market analysis.

If after reviewing the enclosed documents you need to discuss this offer or the acquisition process further, I am available to address your questions. If you find the offer is acceptable, the following documentation will be required:

- one (1) original signed Purchase Agreement;
- one (1) original signed Summary Statement as attachment to the Agreement;
- one (1) original signed/notarized Pedestrian Easement;
- one (1) original signed/notarized Temporary Construction Easement;

Please sign the documents where indicated in the presence of a notary public and mail the original documents back and return in the pre-addressed envelope provided for your convenience. If possible, please email a copy of the signed documents before sending them back in the mail. Email to Genac@ACQSL.com.

We are committed to keeping you as well informed and involved in the process as possible. We appreciate your cooperation in this matter and look forward to this opportunity to improve your neighborhood. If you have any questions, please contact me at **(520) 405-7067**. You may also reach me at my email address: **Genac@ACQSL.com**.

Si desea información en español, comuníquese con nuestra intérprete de español, Rita León, al 520-465-1342, o contáctela por correo electrónico al Rita.Leon@acqsl.com

Sincerely,

Gena Cox-Dorman

Gena Cox-Dorman
Right of Way Agent on behalf of the City of Tucson

Attachments: Purchase Agreement with Summary Statement, Pedestrian Easement, Temporary Construction Easement, Demo Plan Sheet – Notes existing fence to be protected in place, Civil Plan Sheet, Establishment of Just Compensation, and Improving Our Public Places Booklet.

PURCHASE AGREEMENT

AGREEMENT between **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, Seller, hereinafter referred to as **Grantor**, and the **CITY OF TUCSON**, a municipal corporation, Buyer, hereinafter referred to as **Grantee**.

IT IS HEREBY AGREED AS FOLLOWS:

That Grantor shall sell and Grantee shall buy, in lieu of condemnation, at the price and upon the terms and conditions herein set forth, easements in, on, over, under, across and through to the following described real property (the "Acquisition Area"):

see attached legal description, Exhibits "A" & "B"

together with all improvements thereon as defined in the Summary Statement of Just Compensation attached hereto as Exhibit "C", free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Grantor to Grantee for the public improvement known as: 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 Project.

Purchase Amount: The Grantee shall pay the following amounts to the Grantor, subject to the terms and conditions herein set forth:

INTERESTS TO BE ACQUIRED	Sq Ft	Acquisition Area Value
Public Pedestrian Access Easement (PAE)	67	67 SF x \$14.12/SF x 90% = \$851.44
Temporary Construction Easement (TCE)	54.3	54.3 SF x \$14.12/SF x 10% = \$76.67
TOTAL VALUE OF RIGHTS ACQUIRED		\$925.11
TOTAL VALUE OF RIGHTS ACQUIRED (ROUNDED)		\$930.00

The performance of this Agreement constitutes the entire consideration by the Grantee, including just compensation as required by law and shall relieve the Grantee of all further obligations or claims relating to the Property.

Escrow, Prorations and Fees: The parties hereto shall enter into an escrow agreement with an escrow agent selected by Grantee for closing of sale. Grantor shall place into escrow all documents necessary to convey the above referenced real property interests to Grantee, free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due. The escrow agent shall make prorations based on the date of closing and the size of the Acquisition Area. All escrow fees, document preparation expenses and recording fees shall be paid by Grantee. If title insurance is desired by Grantee, it shall pay premium therefore. All instruments of conveyance shall be in a form approved by the Grantee, the pedestrian easement shall be established substantially as shown in the form attached hereto as

Exhibit “D” and the Temporary Construction Easement shall be established substantially as shown in the form attached hereto as Exhibit “E”.

No Sale or Encumbrance: The Grantor shall not sell or encumber the Acquisition Area prior to closing.

Closing: Closing shall be on or before the later of 60 days after the date this Agreement is accepted and approved by the Grantee; or within 30 days of receipt of all necessary releases or consents to convey the Acquisition Area free and clear of all liens and encumbrances.

Security Interest: Monies payable under this Agreement may be due holders of secured and unsecured obligations (Lienholders) up to and including the total amount of principal, interest and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall be required to provide any necessary releases or consents for the Acquisition Area.

No Leases: Grantor warrants that there are no oral or written leases on all or any portion of the Acquisition Area. Grantor shall hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses occasioned by reason of any undisclosed lease or any lease of said property held by any tenant of Grantor.

Sale in Lieu of Condemnation: The sum paid by Grantee represents full and complete payment due Grantor, including but not limited to any and all severance damages as to any remaining property owned by Grantor. Grantor herein acknowledges the sale of real property to the Grantee may have tax consequences to Grantor, and is advised to seek legal and/or financial assistance as necessary to determine those consequences, which may include reporting of income received from the sale to the Internal Revenue Service.

Inspection: The Grantor shall permit the Grantee to conduct such inspections of the Acquisition Area and/or the Grantor’s remaining property as the Grantee deems necessary. If inspections indicate a potential condition and further testing or inspection is recommended, the parties hereby agree to extend the date of closing to at least 30 days after the issuance of a final report for such additional testing or inspection.

Environmental: If any environmental inspection reveals the presence of contamination or the need to conduct any environmental clean-up, the Grantor shall remediate all contamination within the Acquisition Area to bring it into compliance with all applicable Federal, State or local environmental regulations and to the satisfaction of the Grantee prior to closing. Grantor defends, indemnifies, and holds the Grantee and its employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, lessees and invitees (collectively “Indemnitees”), harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses, and disbursements, including legal fees and expenses of whatever kind and nature (collectively “claims” or “damages”) imposed on, incurred by, or reserved against the indemnitees in any way relating to or arising out of any noncompliance with any federal, state, or local environmental laws, the existence or presence of any regulated substance on or emanating from the Grantor’s property and any claims or damages in any way relation to or arising out of the removal,

Page 2 of 11

treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under, or emanating from the Grantor's property.

Possession: The Grantor hereby grants to the Grantee, its agents and assignees, a Right of Entry to the Acquisition Area for project related purposes including but not limited to construction. If this Agreement is not acted upon by the City Manager within 90 days of the Grantor's acceptance of this Agreement, this Right of Entry shall be terminated immediately and without further act or action. Possession of the Acquisition Area shall be given to Grantee upon close of escrow and recording of the documents conveying the Acquisition Area.

Risk of Loss: The Grantor shall be responsible for the risk of loss for any and all damage to the improvements located on or within the Acquisition Area prior to close of escrow and recording of the documents conveying the Acquisition Area.

No Salvage: The Grantor shall not salvage or remove any fixtures, improvements or vegetation located within the Acquisition Area without prior written approval of the Grantee. Any personal property located on or within the Acquisition Area must be removed prior to close of escrow.

Broker's Commission: No broker or finder has been used and the Grantee shall owe no brokerage or finder's fee related to this transaction. The Grantor has the sole obligation to pay all brokerage or finders fees to any agent employed.

Conflict of Interest: This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by the Grantee for certain conflicts of interest.

Survival of Representations and Warranties: All representations and warranties contained in this Agreement shall survive the closing of escrow.

Exhibits: Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth herein.

Entire Agreement: This agreement contains the entire agreement between the Grantor and Grantee. All understandings, conversations and communications, oral or written, between Grantor and Grantee, or on behalf of either of them, are merged into and superseded by this agreement and shall be of no further force or effect. No modification or amendment to this Agreement shall be binding unless in writing and signed by both the Grantor and the Grantee.

Relocation Benefits: The Grantee acknowledges that the Grantor may be entitled to relocation benefits pursuant to A.R.S. § 11-961 et seq.

Binding Effect: This agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns. In the event Grantor sells or attempts to sell an interest in any portion of the subject property of which the Acquisition Area is a part, Grantor agrees to tender this agreement to the buyer or prospective buyer, who shall take the property interest subject thereto.

Authority: Grantee represents and warrants that it is a municipal corporation duly organized, validly existing under the laws of the state of its formation, that it has all the requisite power and authority to execute this agreement through the signature(s) below, and to perform its obligations hereunder. Grantor represents and warrants that it has all the requisite power and authority to execute this agreement through the signature(s) below, and to perform its obligations hereunder.

This sale is subject to approval by the City Manager, and if forwarded for review, subject to approval of the Mayor and Council. The Grantee reserves the right to reject any and all offers either at the City Manager or Mayor and Council level of authority. Ninety (90) days from the date of acceptance by Grantor are hereby given to the Grantee to obtain official Mayor and Council acceptance of this offer. If accepted, the acceptance portion of this instrument shall be signed by the Grantee and delivered to the Grantor within ten (10) business days following the date of acceptance.

Grantor accepted this _____ day of _____, 2026.

TUCSON UNIFIED SCHOOL DISTRICT NO. 1
a political subdivision of the State of Arizona

BY: _____

AS: _____

[Rest of Page Intentionally Left Blank]

Grantee agrees to purchase the above-described property at the price and under the terms and conditions herein set forth.

Grantee accepted this _____ day of _____, 2026.

CITY OF TUCSON, a municipal corporation

Kristina Swallow,
Assistant City Manager

Approved as to Form:

Regina Nassen,
Principal Assistant City Attorney

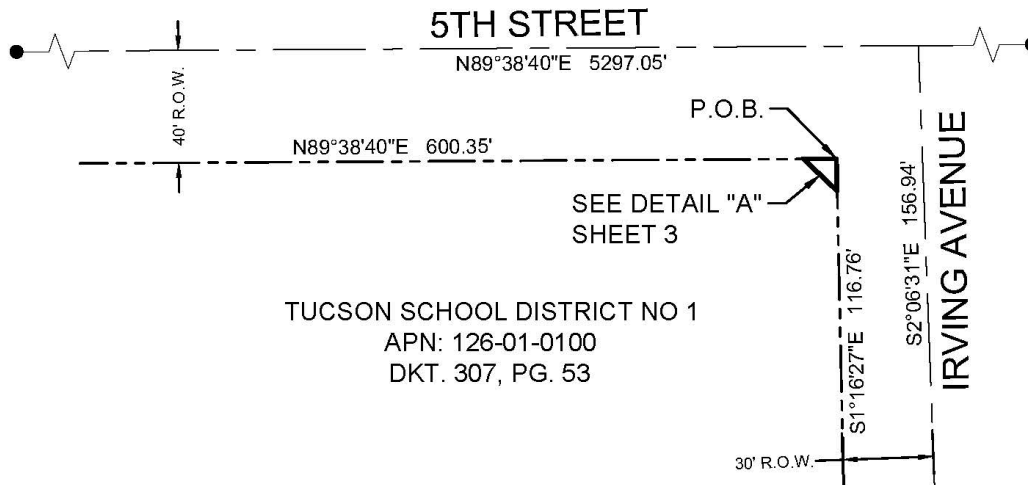
Approved as to Content:

Samuel A. Credio, P.E., MBA, CPM
Director, Department of Transportation & Mobility

Concurrence:

J. Ryan Tripp, Interim Administrator,
Real Estate Division

EXHIBIT A



CHAD W. HUBER
RLS 35316
1661 E. CAMELBACK RD, SUITE 400
PHOENIX, ARIZONA 85016
PH. 602-837-5511
chad.huber@kimley-horn.com

Kimley»Horn

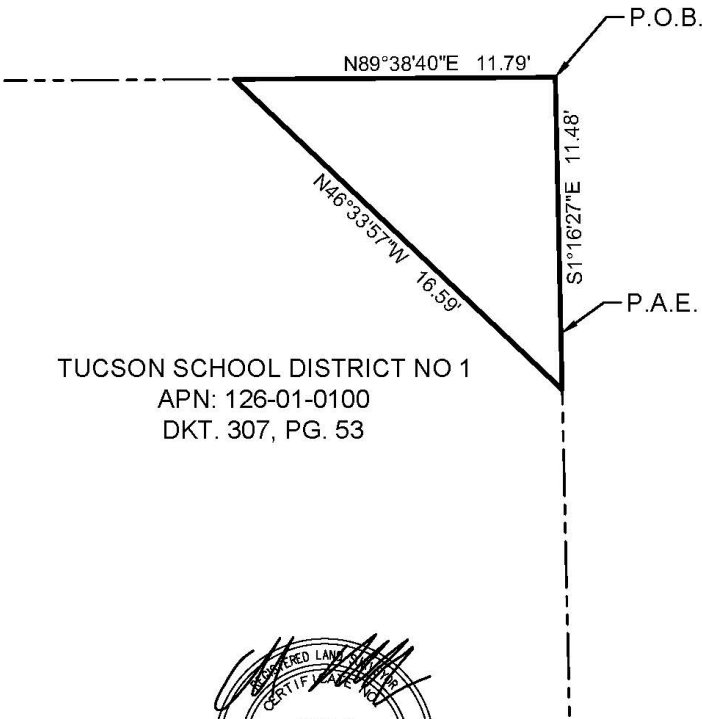
1661 E. CAMELBACK RD, SUITE 400
PHOENIX, AZ 85016
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	KEG	CWH	11/11/2025	098134058	2 OF 3

DETAIL "A"



5TH STREET



TUCSON SCHOOL DISTRICT NO 1
APN: 126-01-0100
DKT. 307, PG. 53



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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	KEG	CWH	11/11/2025	098134058	3 OF 3

Exhibit “B”

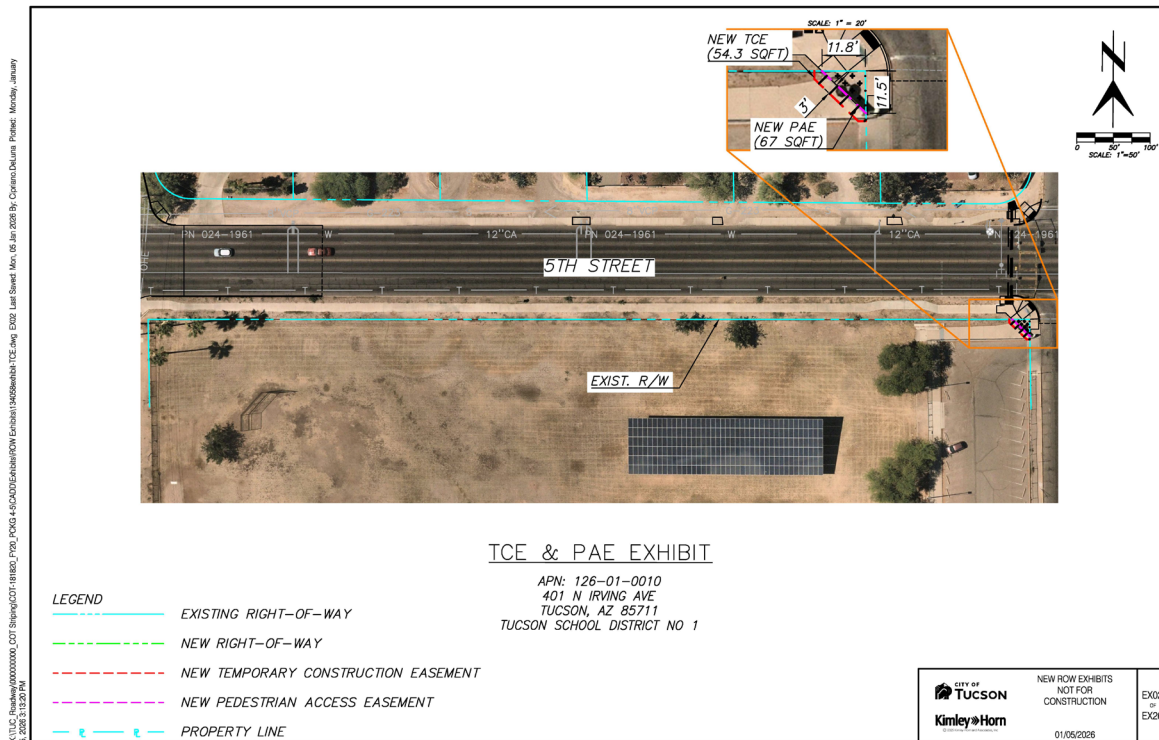


Exhibit "C"

**CITY OF TUCSON - REAL ESTATE DIVISION
SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter dated **February 27, 2026**, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: Sahuaro Hill Annex Lot 19 Exc Rd & Lots 20, 21, 22, 23 & Lot 24 Exc Spdrl Blk2
APN: 126-01-0010
Property of: Tucson Unified School District No. 1, a political subdivision of the State of Arizona

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation and is the result of market analysis. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTERESTS TO BE ACQUIRED	Sq Ft	Acquisition Area Value
Public Pedestrian Access Easement (PAE)	67	67 SF x \$14.12/SF x 90% = \$851.44
Temporary Construction Easement (TCE)	54.3	54.3 SF x \$14.12/SF x 10% = \$76.67
TOTAL VALUE OF RIGHTS ACQUIRED		\$925.11
TOTAL VALUE OF RIGHTS ACQUIRED (ROUNDED)		\$930.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

Dated: _____ OWNER SIGNATURE: _____

Exhibit "D"

GRANT OF EASEMENT

For valuable consideration, **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, Grantor, does hereby convey unto the **CITY OF TUCSON**, a municipal corporation, its successors and assigns, Grantee, a non-exclusive easement, in, on, over, under, across and through the following described property:

See Attached Exhibit "A"

for the right to construct, operate and maintain a public sidewalk and access ramps, in association with 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 project.

Grantor shall not erect, construct, or permit to be constructed any building or other structure, drill any well, or alter ground level by cut or fill within the limits of said easement. Grantor shall keep the easement area free and clear of any personal or business property or obstruct the easement area with any physical objects.

All grants, covenants and conditions of this easement shall inure to the benefit of and be binding upon the successors in interest to the Grantee and Grantor.

Affidavit Exempt A.R.S. §11-1134 (A) (2) (3)

DATED this _____ day of _____, 2026.

TUCSON UNIFIED SCHOOL DISTRICT NO. 1,
a political subdivision of the State of Arizona

By: _____

As: _____

[Notary Certification to Follow]

Exhibit "E"

TEMPORARY CONSTRUCTION EASEMENT

That the Grantor, **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, for mutual and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the **CITY OF TUCSON**, an Arizona municipal corporation, its successors and assigns, a right-of-entry and temporary construction easement to enter upon for grading and construction purposes in connection with: 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 project. Said temporary construction easement being in, on, through, over, across and under the following described parcel of land, situate in the County of Pima, State of Arizona, to-wit:

SEE ATTACHED EXHIBIT "A"

Commencement and duration of this Temporary Construction Easement given Grantee shall be for a period of one year starting from the date construction activities commence within the Acquisition Area and terminate at one year from commencement, unless extended by mutual agreement of the Parties in writing. The Right-of-Entry may terminate earlier, upon substantial conclusion and acceptance of construction activities by the City Engineer or his/her designee, with no refund owing to City for any unused term

Grantor covenants and agrees that the temporary construction easement rights herein will run with the affected land during the term herein and should the Grantor's property be conveyed during the term of this easement, Grantor will provide this easement to the successor in interest, which shall assume the burdens herein.

Affidavit Exempt ARS § 11134 (A)(2)(3)

Dated this ____ day of _____, 2026.

TUCSON UNIFIED SCHOOL DISTRICT NO. 1,
a political subdivision of the State of Arizona

By: _____

As: _____

[Notary Certification to Follow]

ESTABLISHMENT OF JUST COMPENSATION

Project: Prop 101 5th St. Alvernon-Wilmot City of Tucson Parcel: 126-01-0010
 Address: 401 N. Irving Ave. Owner: Tucson School District TUSD
 Township/Range/Section: T14S, R14E, Sec.10 Date Prepared: 01/28/26

ACQUISITION FROM SUBJECT PROPERTY:	Square Feet:	67	Type of Interest: Pedestrian Access Easement
ACQUISITION FROM SUBJECT PROPERTY:	Square Feet:	54.3	Type of Interest: Temporary Construction Easement

PROPOSED OFFER:	Unit Value	Sq. Ft.	% of Rights	Total
Pedestrian Access Easement	\$14.12	67	90%	\$851.44
Temporary Construction Easement	\$14.12	54.3	10%	\$76.67
Just Compensation				\$928.11
Just Compensation (Rounded):				\$930.00

The proposed acquisition is for vacant land only.

PROPOSED BY: Gena Cox-Dorman 1/28/2026
 Gena Cox-Dorman Acquisition Agent Date
 Acquisition Sciences, Ltd.

CONCURRENCE:  2/18/26
 J. Ryan Tripp, Real Estate Interim Administrator City of Tucson Date

ESTABLISHMENT OF JUST COMPENSATION

MARKET ANALYSIS & PROPOSED OFFER WORKSHEET

Project: Prop 101 5th St. Alvernon-Wilmot City of Tucson Parcel: 126-01-0010
Address: 401 N. Irving Ave. Owner: Tucson School District TUSD
Township/Range/Section: T14S, R14E, Sec. 10 Date Prepared: 01/28/26

Comparable	Tax Parcel No.	Date of Sale	Sales Price	Lot Size (SF)	Price Per SF	Zoning	Location	Use	Adjustment	Adjusted Value
1	122-17-4700	10/2024	\$130,000.00	7,017	\$18.53	R1	Speedway/Lee	Vacant Land	0%	\$18.53
2	121-11-172D	8/2024	\$110,000.00	7,190	\$15.30	R1	Pima/Swan	Vacant Land	0%	\$15.30
3	127-13-1070	12/2024	\$242,500.00	24,350	\$9.95	R1	5th/Wilmont	Vacant Land	0%	\$9.95
4	126-16-049A	7/2025	\$199,000.00	15,682	\$12.69	R1	Broadway/Alvernon	Vacant Land	0%	\$12.69
Subject	126-01-0010			360,000		R1				\$14.12

NOTE: The above sales data was obtained from sources such as CoStar, Multiple Listing Service, etc. and may not have been independently confirmed.

COMMENTS: The proposed acquisition is for vacant land only.

GRANT OF EASEMENT

For valuable consideration, **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, Grantor, does hereby convey unto the **CITY OF TUCSON**, a municipal corporation, its successors and assigns, Grantee, a non-exclusive easement, in, on, over, under, across and through the following described property:

See Attached Exhibit “A”

for the right to construct, operate and maintain a public sidewalk and access ramps, in association with 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 project.

Grantor shall not erect, construct, or permit to be constructed any building or other structure, drill any well, or alter ground level by cut or fill within the limits of said easement. Grantor shall keep the easement area free and clear of any personal or business property or obstruct the easement area with any physical objects.

All grants, covenants and conditions of this easement shall inure to the benefit of and be binding upon the successors in interest to the Grantee and Grantor.

Affidavit Exempt A.R.S. §11-1134 (A) (2) (3)

Exhibit "A"

EXHIBIT A
LEGAL DESCRIPTION
PEDESTRIAN ACCESS EASEMENT

A PORTION OF THE PARCEL DESCRIBED IN DOCKET 307, PAGE 53, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 SOUTH, RANGE 14 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF IRVING AVENUE, SOUTH 01°16'27" EAST, A DISTANCE OF 11.48 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 46°33'57" WEST, A DISTANCE OF 16.59 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 5TH STREET;

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 89°38'40" EAST, A DISTANCE OF 11.79 FEET TO THE POINT OF BEGINNING.

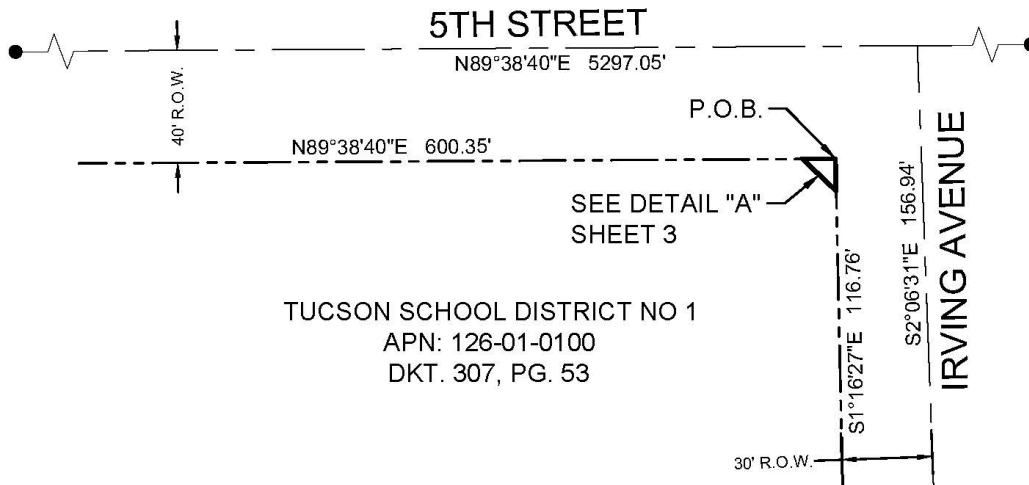
CONTAINING 67 SQ.FT. MORE OR LESS.



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PH. 602-837-5511
chad.huber@kimley-horn.com

Kimley»Horn					
1661 E. CAMELBACK RD, SUITE 400 PHOENIX, AZ 85016					
Tel. No. (602) 837-5511					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	KEG	CWH	11/11/2025	098134058	1 OF 3

EXHIBIT A



TUCSON SCHOOL DISTRICT NO 1
APN: 126-01-0100
DKT. 307, PG. 53



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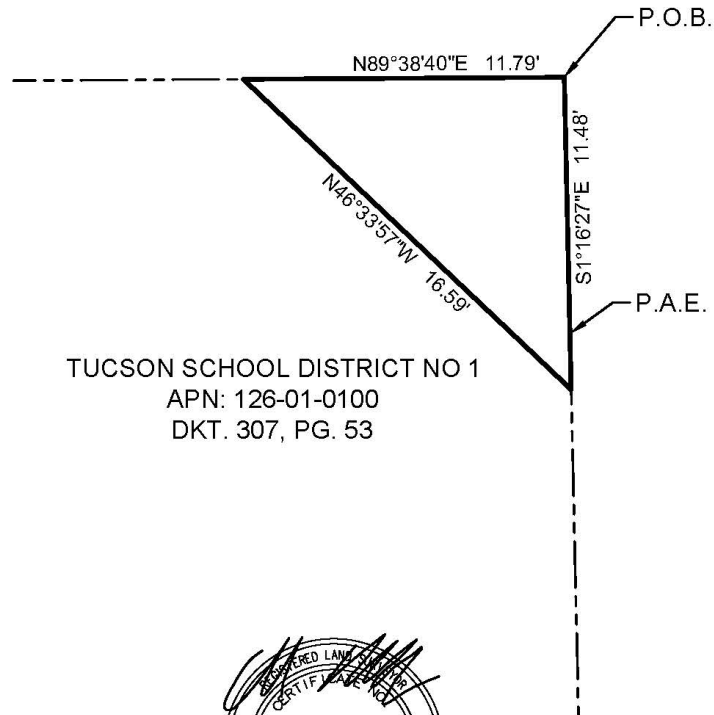
1661 E. CAMELBACK RD, SUITE 400
PHOENIX, AZ 85016
Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	KEG	CWH	11/11/2025	098134058	2 OF 3

DETAIL "A"



5TH STREET



TUCSON SCHOOL DISTRICT NO 1
APN: 126-01-0100
DKT. 307, PG. 53



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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	KEG	CWH	11/11/2025	098134058	3 OF 3

TEMPORARY CONSTRUCTION EASEMENT

That the Grantor, **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, for mutual and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the **CITY OF TUCSON**, an Arizona municipal corporation, its successors and assigns, a right-of-entry and temporary construction easement to enter upon for grading and construction purposes in connection with: 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 project. Said temporary construction easement being in, on, through, over, across and under the following described parcel of land, situate in the County of Pima, State of Arizona, to-wit:

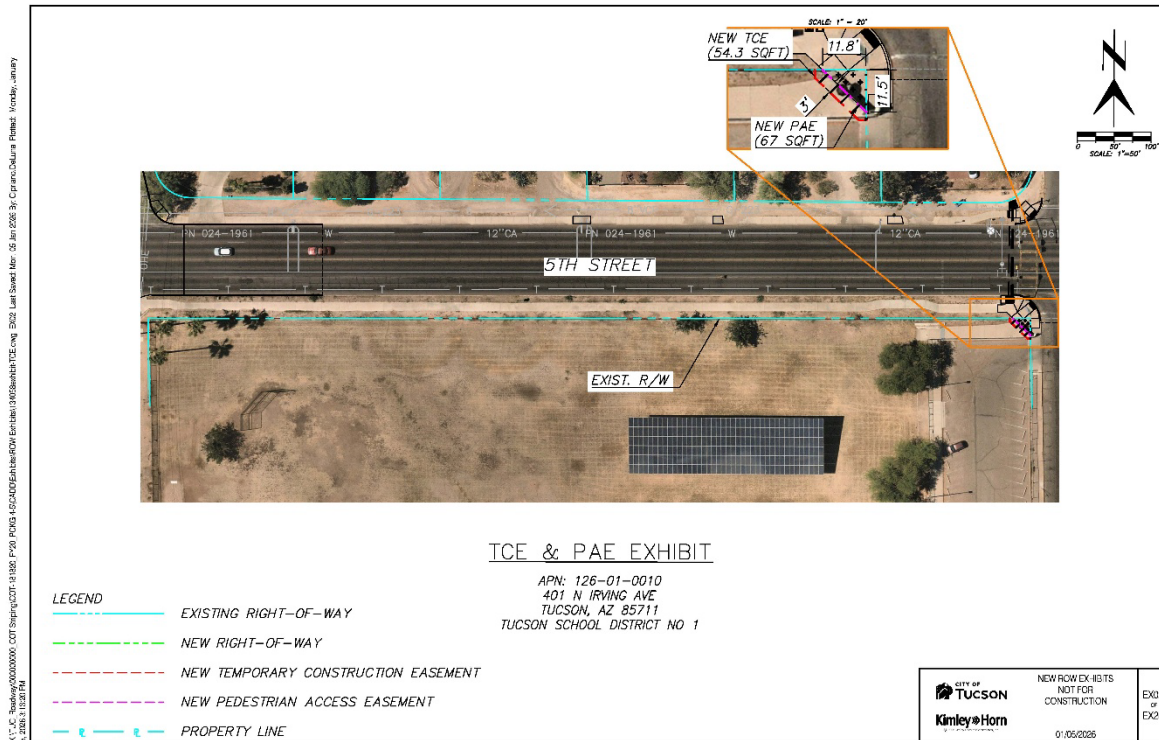
SEE ATTACHED EXHIBIT “A”

Commencement and duration of this Temporary Construction Easement given Grantee shall be for a period of one year starting from the date construction activities commence within the Acquisition Area and terminate at one year from commencement, unless extended by mutual agreement of the Parties in writing. The Right-of-Entry may terminate earlier, upon substantial conclusion and acceptance of construction activities by the City Engineer or his/her designee, with no refund owing to City for any unused term

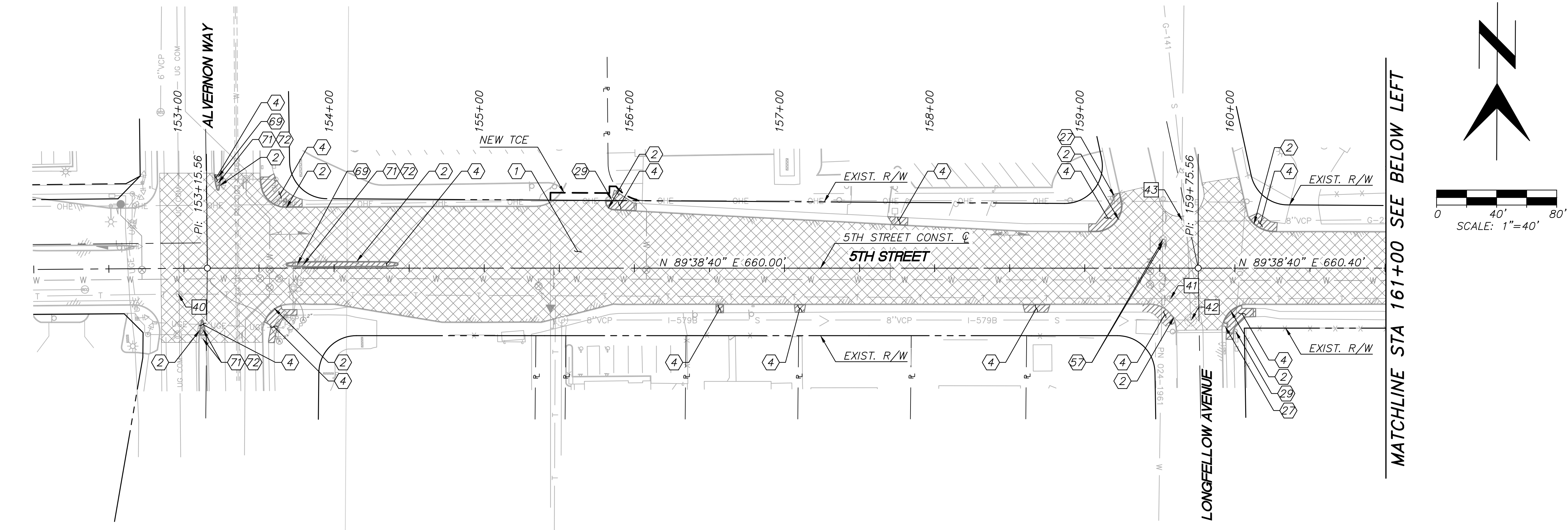
Grantor covenants and agrees that the temporary construction easement rights herein will run with the affected land during the term herein and should the Grantor's property be conveyed during the term of this easement, Grantor will provide this easement to the successor in interest, which shall assume the burdens herein.

Affidavit Exempt ARS § 11134 (A)(2)(3)

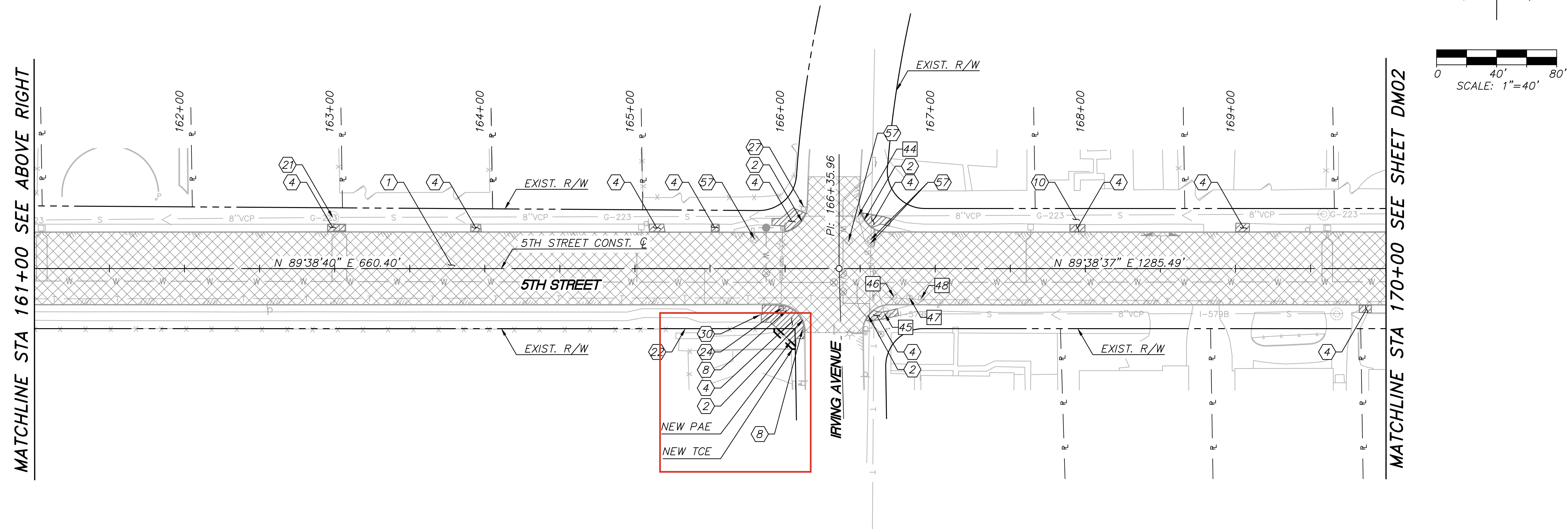
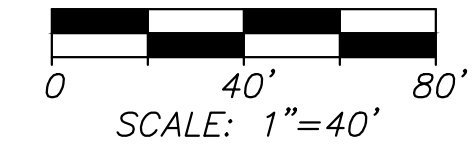
Exhibit "A"



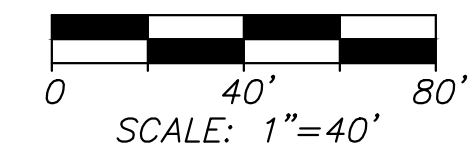
5th Street: Alvernon – Wilmot Rd. Walkability Prop 101
Tax Parcel 126-01-0010 (Howell)



MATCHLINE STA 161+00 SEE BELOW LEFT



MATCHLINE STA 170+00 SEE SHEET DM02



DEMOLITION NOTES:

- ① SAWCUT EXISTING PAVEMENT AND REMOVE EXISTING ASPHALTIC CONCRETE PAVEMENT.
- ② REMOVE EXISTING CONCRETE CURB.
- ④ REMOVE EXISTING CONCRETE. LOCATIONS SHOWN ARE APPROXIMATE TO NEAREST JOINT/PANEL.
- ⑧ RESET EXISTING PULLBOX TO GRADE.
- ⑩ REMOVE EXISTING TREE.
- ⑫ EXISTING MANHOLE, PROTECT IN PLACE.
- ⑫ EXISTING WALL/FENCE, PROTECT IN PLACE.
- ⑭ EXISTING LIGHT POLE AND FOUNDATION, PROTECT IN PLACE.
- ⑯ EXISTING SIGN, PROTECT IN PLACE.
- ⑲ EXISTING UTILITY POLE, PROTECT IN PLACE.
- ⑳ EXISTING UTILITY CABINET, PROTECT IN PLACE.
- ㉔ EXISTING WATER VALVE, ADJUST TO GRADE.
- ⑥⑨ REMOVE EXISTING PEDESTRIAN SIGNAL POLE, SEE SIGNING SHEETS FOR SIGN RELOCATIONS WHERE APPLICABLE.
- ⑦① REMOVE EXISTING PULLBOX.
- ⑦② CAP EXISTING CONDUIT AT LOW END OF SWEEP.

GENERAL NOTES:

1. STATIONS AND OFFSETS ARE BASED ON THE 5TH STREET CONST. CENTERLINE.
- ☒ SEE GENERAL NOTES SHEET GNO3.

SHEET LEGEND:

-  REMOVAL OF EXISTING PAVEMENT
-  REMOVAL OF EXISTING SIDEWALK AND CONC. PADS

DEMOLITION PLAN SHEETS

DM01

NO.	DATE	REVISION	BY	CHKD.	APPR.	PRELIMINARY 100% NOT FOR CONSTRUCTION OR RECORDING	DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION					116
							ROAD RECOVERY PROPOSITION 101					OF
							REHABILITATION PACKAGE 5 - CONSTRUCTION PLANS					169
							 CITY OF TUCSON	DRWN. BY C. THOMPSON		11/2025	REF. _____	SCALE: 1"=40'
								DSGN. BY V. RODRIGUEZ		11/2025	_____	
							CHKD. BY T. RHINE		11/2025	PLAN NO. _____ I-2025-011		



February 27, 2026

TRANSMITTED PRIORITY MAIL AND
BY EMAIL TO: Bryant.Nodine@tusd1.org

ADDRESS: TUCSON UNIFIED SCHOOL DISTRICT
ATTN: BRYANT NODINE
530 SOUTH NORRIS AVENUE POB 40400
TUCSON, AZ 85719

RE: Project: 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 City of Tucson
Site Address: 421 N. Arcadia Ave.
Parcel: 127-01-001B (Rincon)

Dear Mr. Nodine,

The City of Tucson “City” is planning to construct a public improvement project known as 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 (the “Project”). A booklet entitled “Improving Our Public Places” is enclosed explaining the City of Tucson’s program for acquiring property for public improvements.

Our research indicates that you are the current owner of the property located at 421 N. Arcadia Ave., Tucson, AZ, identified by County Assessor as Parcel Number 127-01-001B. Acquisition of a 36 square foot pedestrian easement and a 517 square foot temporary construction easement are needed for the Project.

Acquisition Sciences, Ltd. (ASL) is a consultant for the City and I am an acquisition agent for ASL. On behalf of the City of Tucson, enclosed with this letter are both a Purchase Agreement and a Summary Statement of Just Compensation for the proposed acquisition. Collectively, these documents constitute the City’s offer to purchase the defined real property interests for the total sum of **\$1,200.00**. The offer amount is based on the enclosed market analysis.

If after reviewing the enclosed documents you need to discuss this offer or the acquisition process further, I am available to address your questions. If you find the offer is acceptable, the following documentation will be required:

- one (1) original signed Purchase Agreement;
- one (1) original signed Summary Statement as attachment to the Agreement;
- one (1) original signed/notarized Pedestrian Easement;
- one (1) original signed/notarized Temporary Construction Easement;

Please sign the documents where indicated in the presence of a notary public and mail the original documents back and return in the pre-addressed envelope provided for your convenience. If possible, please email a copy of the signed documents before sending them back in the mail. Email to Genac@ACQSL.com.

We are committed to keeping you as well informed and involved in the process as possible. We appreciate your cooperation in this matter and look forward to this opportunity to improve your neighborhood. If you have any questions, please contact me at **(520) 405-7067**. You may also reach me at my email address: **Genac@ACQSL.com**.

Si desea información en español, comuníquese con nuestra intérprete de español, Rita León, al 520-465-1342, o contáctela por correo electrónico al Rita.Leon@acqsl.com

Sincerely,

Gena Cox-Dorman

Gena Cox-Dorman
Right of Way Agent on behalf of the City of Tucson

Attachments: Purchase Agreement with Summary Statement, Pedestrian Easement, Temporary Construction Easement, Demo Plan Sheet – Notes existing fence to be protected in place, Civil Plan Sheet, Establishment of Just Compensation, and Improving Our Public Places Booklet.

PURCHASE AGREEMENT

AGREEMENT between **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, which acquired title as High School District No. 1, Pima County, Arizona, Seller, hereinafter referred to as **Grantor**, and the **CITY OF TUCSON**, a municipal corporation, Buyer, hereinafter referred to as **Grantee**.

IT IS HEREBY AGREED AS FOLLOWS:

That Grantor shall sell and Grantee shall buy, in lieu of condemnation, at the price and upon the terms and conditions herein set forth, easements in, on, over, under, across and through to the following described real property (the "Acquisition Area"):

see attached legal description, Exhibits "A" & "B"

together with all improvements thereon as defined in the Summary Statement of Just Compensation attached hereto as Exhibit "C", free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Grantor to Grantee for the public improvement known as: 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 Project.

Purchase Amount: The Grantee shall pay the following amounts to the Grantor, subject to the terms and conditions herein set forth:

INTERESTS TO BE ACQUIRED	Sq Ft	Acquisition Area Value
Public Pedestrian Access Easement (PAE)	36	36 SF x \$14.12/SF x 90% = \$457.49
Temporary Construction Easement (TCE)	517	517 SF x \$14.12/SF x 10% = \$730.00
TOTAL VALUE OF RIGHTS ACQUIRED		\$1,187.49
TOTAL VALUE OF RIGHTS ACQUIRED (ROUNDED)		\$1,200.00

The performance of this Agreement constitutes the entire consideration by the Grantee, including just compensation as required by law and shall relieve the Grantee of all further obligations or claims relating to the Property.

Escrow, Prorations and Fees: The parties hereto shall enter into an escrow agreement with an escrow agent selected by Grantee for closing of sale. Grantor shall place into escrow all documents necessary to convey the above referenced real property interests to Grantee, free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due. The escrow agent shall make prorations based on the date of closing and the size of the Acquisition Area. All escrow fees, document preparation expenses and recording fees shall be paid by Grantee. If title insurance is desired by Grantee, it shall pay premium therefore. All instruments of conveyance shall be in a form approved by the Grantee, the pedestrian easement shall be established substantially as shown in the form attached hereto as

Exhibit “D” and the Temporary Construction Easement shall be established substantially as shown in the form attached hereto as Exhibit “E”.

No Sale or Encumbrance: The Grantor shall not sell or encumber the Acquisition Area prior to closing.

Closing: Closing shall be on or before the later of 60 days after the date this Agreement is accepted and approved by the Grantee; or within 30 days of receipt of all necessary releases or consents to convey the Acquisition Area free and clear of all liens and encumbrances.

Security Interest: Monies payable under this Agreement may be due holders of secured and unsecured obligations (Lienholders) up to and including the total amount of principal, interest and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall be required to provide any necessary releases or consents for the Acquisition Area.

No Leases: Grantor warrants that there are no oral or written leases on all or any portion of the Acquisition Area. Grantor shall hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses occasioned by reason of any undisclosed lease or any lease of said property held by any tenant of Grantor.

Sale in Lieu of Condemnation: The sum paid by Grantee represents full and complete payment due Grantor, including but not limited to any and all severance damages as to any remaining property owned by Grantor. Grantor herein acknowledges the sale of real property to the Grantee may have tax consequences to Grantor, and is advised to seek legal and/or financial assistance as necessary to determine those consequences, which may include reporting of income received from the sale to the Internal Revenue Service.

Inspection: The Grantor shall permit the Grantee to conduct such inspections of the Acquisition Area and/or the Grantor’s remaining property as the Grantee deems necessary. If inspections indicate a potential condition and further testing or inspection is recommended, the parties hereby agree to extend the date of closing to at least 30 days after the issuance of a final report for such additional testing or inspection.

Environmental: If any environmental inspection reveals the presence of contamination or the need to conduct any environmental clean-up, the Grantor shall remediate all contamination within the Acquisition Area to bring it into compliance with all applicable Federal, State or local environmental regulations and to the satisfaction of the Grantee prior to closing. Grantor defends, indemnifies, and holds the Grantee and its employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, lessees and invitees (collectively “Indemnitees”), harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses, and disbursements, including legal fees and expenses of whatever kind and nature (collectively “claims” or “damages”) imposed on, incurred by, or reserved against the indemnitees in any way relating to or arising out of any noncompliance with any federal, state, or local environmental laws, the existence or presence of any regulated substance on or emanating from the Grantor’s property and any claims or damages in any way relation to or arising out of the removal,

Page 2 of 12

treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under, or emanating from the Grantor's property.

Possession: The Grantor hereby grants to the Grantee, its agents and assignees, a Right of Entry to the Acquisition Area for project related purposes including but not limited to construction. If this Agreement is not acted upon by the City Manager within 90 days of the Grantor's acceptance of this Agreement, this Right of Entry shall be terminated immediately and without further act or action. Possession of the Acquisition Area shall be given to Grantee upon close of escrow and recording of the documents conveying the Acquisition Area.

Risk of Loss: The Grantor shall be responsible for the risk of loss for any and all damage to the improvements located on or within the Acquisition Area prior to close of escrow and recording of the documents conveying the Acquisition Area.

No Salvage: The Grantor shall not salvage or remove any fixtures, improvements or vegetation located within the Acquisition Area without prior written approval of the Grantee. Any personal property located on or within the Acquisition Area must be removed prior to close of escrow.

Broker's Commission: No broker or finder has been used and the Grantee shall owe no brokerage or finder's fee related to this transaction. The Grantor has the sole obligation to pay all brokerage or finders fees to any agent employed.

Conflict of Interest: This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by the Grantee for certain conflicts of interest.

Survival of Representations and Warranties: All representations and warranties contained in this Agreement shall survive the closing of escrow.

Exhibits: Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth herein.

Entire Agreement: This agreement contains the entire agreement between the Grantor and Grantee. All understandings, conversations and communications, oral or written, between Grantor and Grantee, or on behalf of either of them, are merged into and superseded by this agreement and shall be of no further force or effect. No modification or amendment to this Agreement shall be binding unless in writing and signed by both the Grantor and the Grantee.

Relocation Benefits: The Grantee acknowledges that the Grantor may be entitled to relocation benefits pursuant to A.R.S. § 11-961 et seq.

Binding Effect: This agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns. In the event Grantor sells or attempts to sell an interest in any portion of the subject property of which the Acquisition Area is a part, Grantor agrees to tender this agreement to the buyer or prospective buyer, who shall take the property interest subject thereto.

Authority: Grantee represents and warrants that it is a municipal corporation duly organized, validly existing under the laws of the state of its formation, that it has all the requisite power and authority to execute this agreement through the signature(s) below, and to perform its obligations hereunder. Grantor represents and warrants that it has all the requisite power and authority to execute this agreement through the signature(s) below, and to perform its obligations hereunder.

This sale is subject to approval by the City Manager, and if forwarded for review, subject to approval of the Mayor and Council. The Grantee reserves the right to reject any and all offers either at the City Manager or Mayor and Council level of authority. Ninety (90) days from the date of acceptance by Grantor are hereby given to the Grantee to obtain official Mayor and Council acceptance of this offer. If accepted, the acceptance portion of this instrument shall be signed by the Grantee and delivered to the Grantor within ten (10) business days following the date of acceptance.

Grantor accepted this _____ day of _____, 2026.

TUCSON UNIFIED SCHOOL DISTRICT NO. 1
a political subdivision of the State of Arizona

BY: _____

AS: _____

[Rest of Page Intentionally Left Blank]

Grantee agrees to purchase the above-described property at the price and under the terms and conditions herein set forth.

Grantee accepted this _____ day of _____, 2026.

CITY OF TUCSON, a municipal corporation

Kristina Swallow,
Assistant City Manager

Approved as to Form:

Regina Nassen,
Principal Assistant City Attorney

Approved as to Content:

Samuel A. Credio, P.E., MBA, CPM
Director, Department of Transportation & Mobility

Concurrence:

J. Ryan Tripp, Interim Administrator,
Real Estate Division

EXHIBIT A **LEGAL DESCRIPTION** **PEDESTRIAN ACCESS EASEMENT**

A PORTION OF THE PARCEL DESCRIBED IN DOCKET 85, PAGE 403, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 14 SOUTH, RANGE 14 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 5TH STREET, NORTH 88°32'15" EAST, A DISTANCE OF 9.38 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 01°20'23" EAST, A DISTANCE OF 3.86 FEET;

THENCE SOUTH 88°25'33" WEST, A DISTANCE OF 9.37 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SWAN ROAD;

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°37'04" WEST, A DISTANCE OF 3.88 FEET TO THE POINT OF BEGINNING.

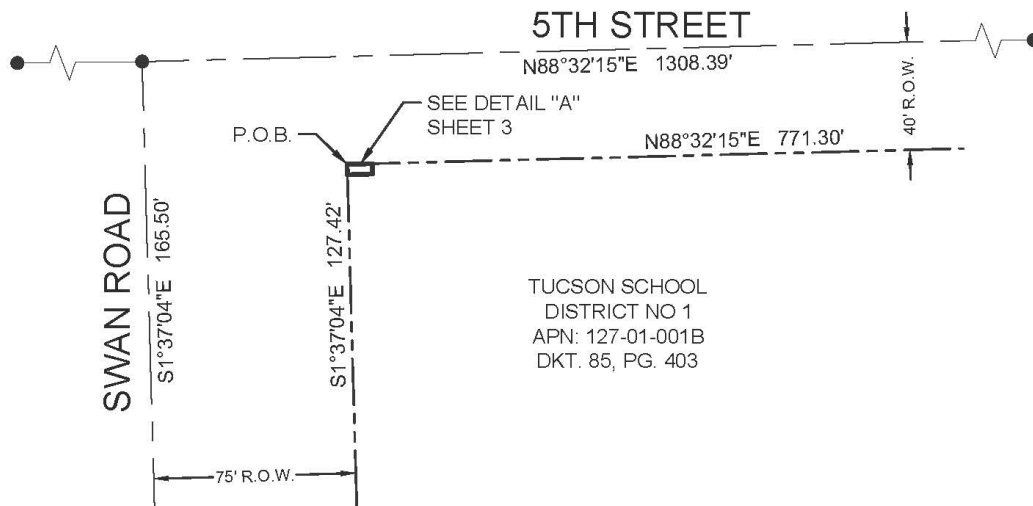
CONTAINING 36 SQ.FT. MORE OR LESS.



CHAD W. HUBER
 RLS 35316
 1661 E. CAMELBACK RD, SUITE 400
 PHOENIX, ARIZONA 85016
 PH. 602-837-5511
 chad.huber@kimley-horn.com

1661 E. CAMELBACK RD, SUITE 400 PHOENIX, AZ 85016					
Scale N/A	Drawn by KEG	Checked by CWH	Date 11/11/2025	Project No. 098134058	Sheet No. 1 OF 3

EXHIBIT A



TUCSON SCHOOL
DISTRICT NO 1
APN: 127-01-001B
DKT. 85, PG. 403



CHAD W. HUBER
RLS 35316
1661 E. CAMELBACK RD, SUITE 400
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Tel. No. (602) 837-5511

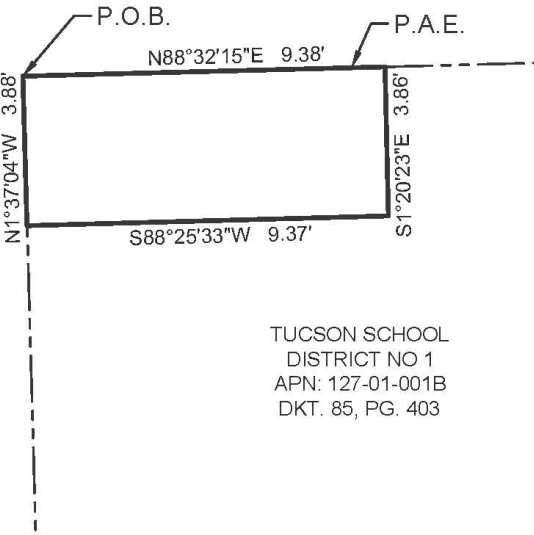
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N.T.S.	KEG	CWH	11/11/2025	098134058	2 OF 3

DETAIL "A"



5TH STREET

SWAN ROAD



TUCSON SCHOOL
DISTRICT NO 1
APN: 127-01-001B
DKT. 85, PG. 403



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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	KEG	CWH	11/11/2025	098134058	3 OF 3

Exhibit “B”

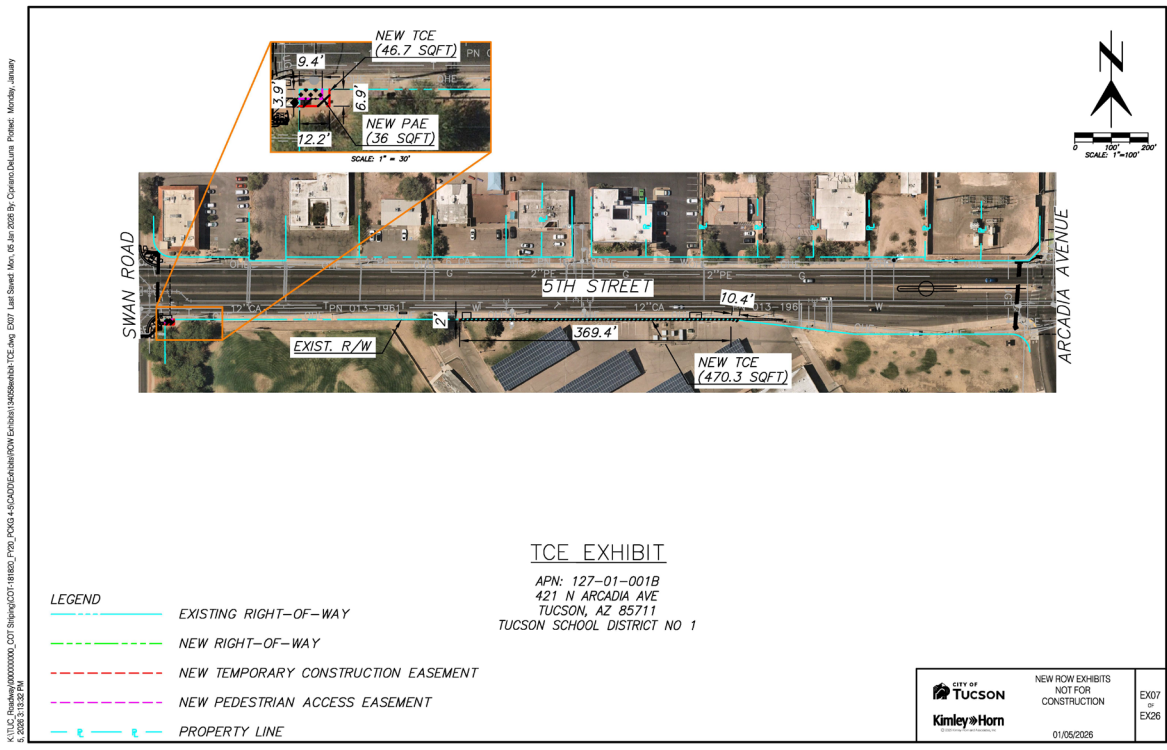


Exhibit "C"

**CITY OF TUCSON - REAL ESTATE DIVISION
SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter dated **February 27, 2026**, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: NW4 SW4 Less Rds 37.28 ac Sec 11-14-14

APN: 127-01-001B

Property of: Tucson Unified School District No. 1, a political subdivision of the State of Arizona, who acquired title as High School District No. 1, Pima County, Arizona

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation and is the result of market analysis. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTERESTS TO BE ACQUIRED	Sq Ft	Acquisition Area Value
Public Pedestrian Access Easement (PAE)	36	36 SF x \$14.12/SF x 90% = \$457.49
Temporary Construction Easement (TCE)	517	517 SF x \$14.12/SF x 10% = \$730.00
TOTAL VALUE OF RIGHTS ACQUIRED		\$1,187.49
TOTAL VALUE OF RIGHTS ACQUIRED (ROUNDED)		\$1,200.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

Dated: _____ OWNER SIGNATURE: _____

Exhibit “D”

GRANT OF EASEMENT

For valuable consideration, **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, which acquired title as High School District No. 1, Pima County, Arizona, Grantor, does hereby convey unto the **CITY OF TUCSON**, a municipal corporation, its successors and assigns, Grantee, a non-exclusive easement, in, on, over, under, across and through the following described property:

See Attached Exhibit “A”

for the right to construct, operate and maintain a public sidewalk and access ramps, in association with 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 project.

Grantor shall not erect, construct, or permit to be constructed any building or other structure, drill any well, or alter ground level by cut or fill within the limits of said easement. Grantor shall keep the easement area free and clear of any personal or business property or obstruct the easement area with any physical objects.

All grants, covenants and conditions of this easement shall inure to the benefit of and be binding upon the successors in interest to the Grantee and Grantor.

Affidavit Exempt A.R.S. §11-1134 (A) (2) (3)

DATED this _____ day of _____, 2026.

TUCSON UNIFIED SCHOOL DISTRICT NO. 1,
a political subdivision of the State of Arizona

By: _____

As: _____

[Notary Certification to Follow]

Exhibit "E"

TEMPORARY CONSTRUCTION EASEMENT

That the Grantor, **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, which acquired title as High School District No. 1, Pima County, Arizona, for mutual and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the **CITY OF TUCSON**, an Arizona municipal corporation, its successors and assigns, a right-of-entry and temporary construction easement to enter upon for grading and construction purposes in connection with: 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 project. Said temporary construction easement being in, on, through, over, across and under the following described parcel of land, situate in the County of Pima, State of Arizona, to-wit:

SEE ATTACHED EXHIBIT "A"

Commencement and duration of this Temporary Construction Easement given Grantee shall be for a period of one year starting from the date construction activities commence within the Acquisition Area and terminate at one year from commencement, unless extended by mutual agreement of the Parties in writing. The Right-of-Entry may terminate earlier, upon substantial conclusion and acceptance of construction activities by the City Engineer or his/her designee, with no refund owing to City for any unused term

Grantor covenants and agrees that the temporary construction easement rights herein will run with the affected land during the term herein and should the Grantor's property be conveyed during the term of this easement, Grantor will provide this easement to the successor in interest, which shall assume the burdens herein.

Affidavit Exempt ARS § 11134 (A)(2)(3)

Dated this ____ day of _____, 2026.

TUCSON UNIFIED SCHOOL DISTRICT NO. 1,
a political subdivision of the State of Arizona

By: _____

As: _____

[Notary Certification to Follow]

ESTABLISHMENT OF JUST COMPENSATION

Project: Prop 101 5th St. Alvernon-Wilmot City of Tucson Parcel: 127-01-001B
 Address: 421 N. Arcadia Ave. Owner: Tucson School District TUSD
 Township/Range/Section: T14S, R14E, Sec.11 Date Prepared: 01/28/26

ACQUISITION FROM SUBJECT PROPERTY:	Square Feet:	36	Type of Interest: Pedestrian Access Easement
ACQUISITION FROM SUBJECT PROPERTY:	Square Feet:	517	Type of Interest: Temporary Construction Easement

PROPOSED OFFER:	Unit Value	Sq. Ft.	% of Rights	Total
Pedestrian Access Easement	\$14.12	36	90%	\$457.49
Temporary Construction Easement	\$14.12	517	10%	\$730.00
Just Compensation				\$1,187.59
Just Compensation (Rounded):				\$1,200.00

The proposed acquisition is for vacant land only.

PROPOSED BY: Gena Cox-Dorman 1/28/2026
 Gena Cox-Dorman Acquisition Agent Date
 Acquisition Sciences, Ltd.

CONCURRENCE: 
 J. Ryan Tripp, Real Estate Interim Date
 Administrator City of Tucson

ESTABLISHMENT OF JUST COMPENSATION
MARKET ANALYSIS & PROPOSED OFFER WORKSHEET

Project: Prop 101 5th St. Alvernon-Wilmot City of Tucson Parcel: 127-01-001B
Address: 421 N. Arcadia Ave. Owner: Tucson School District TUSD
Township/Range/Section: T14S, R14E, Sec.11 Date Prepared: 01/28/26

Comparable	Tax Parcel No.	Date of Sale	Sales Price	Lot Size (SF)	Price Per SF	Zoning	Location	Use	Adjustment	Adjusted Value
1	122-17-4700	10/2024	\$130,000.00	7,017	\$18.53	R1	Speedway/Lee	Vacant Land	0%	\$18.53
2	121-11-172D	8/2024	\$110,000.00	7,190	\$15.30	R1	Pima/Swan	Vacant Land	0%	\$15.30
3	127-13-1070	12/2024	\$242,500.00	24,350	\$9.95	R1	5th/Wilmont	Vacant Land	0%	\$9.95
4	126-16-049A	7/2025	\$199,000.00	15,682	\$12.69	R1	Broadway/Alvernon	Vacant Land	0%	\$12.69
Subject	127-01-001B			360,000		R1				\$14.12

NOTE: The above sales data was obtained from sources such as CoStar, Multiple Listing Service, etc. and may not have been independently confirmed.

COMMENTS: **The proposed acquisition is for vacant land only.**

GRANT OF EASEMENT

For valuable consideration, **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, which acquired title as High School District No. 1, Pima County, Arizona, Grantor, does hereby convey unto the **CITY OF TUCSON**, a municipal corporation, its successors and assigns, Grantee, a non-exclusive easement, in, on, over, under, across and through the following described property:

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for the right to construct, operate and maintain a public sidewalk and access ramps, in association with 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 project.

Grantor shall not erect, construct, or permit to be constructed any building or other structure, drill any well, or alter ground level by cut or fill within the limits of said easement. Grantor shall keep the easement area free and clear of any personal or business property or obstruct the easement area with any physical objects.

All grants, covenants and conditions of this easement shall inure to the benefit of and be binding upon the successors in interest to the Grantee and Grantor.

Affidavit Exempt A.R.S. §11-1134 (A) (2) (3)

Exhibit "A"

EXHIBIT A
LEGAL DESCRIPTION
PEDESTRIAN ACCESS EASEMENT

A PORTION OF THE PARCEL DESCRIBED IN DOCKET 85, PAGE 403, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 14 SOUTH, RANGE 14 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 5TH STREET, NORTH 88°32'15" EAST, A DISTANCE OF 9.38 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 01°20'23" EAST, A DISTANCE OF 3.86 FEET;

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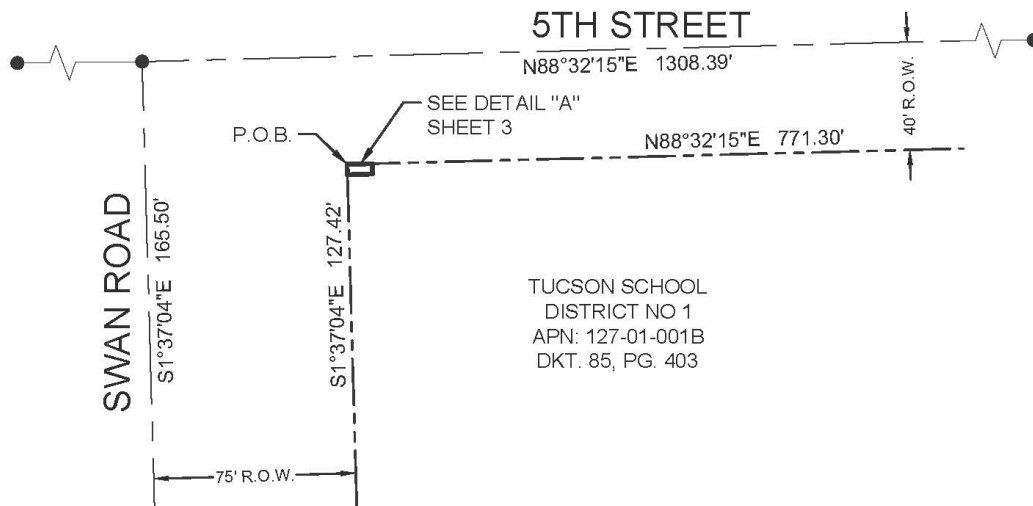
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Kimley»Horn					
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Tel. No. (602) 837-5511					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	KEG	CWH	11/11/2025	098134058	1 OF 3

EXHIBIT A



TUCSON SCHOOL
DISTRICT NO 1
APN: 127-01-001B
DKT. 85, PG. 403



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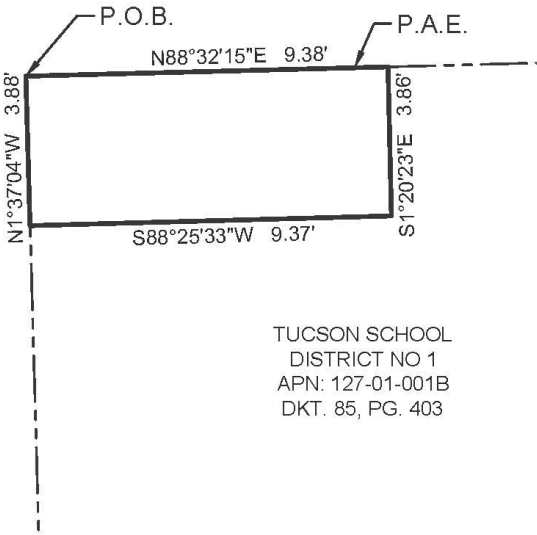
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	KEG	CWH	11/11/2025	098134058	2 OF 3

DETAIL "A"



5TH STREET

SWAN ROAD



TUCSON SCHOOL
DISTRICT NO 1
APN: 127-01-001B
DKT. 85, PG. 403



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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	KEG	CWH	11/11/2025	098134058	3 OF 3

TEMPORARY CONSTRUCTION EASEMENT

That the Grantor, **TUCSON UNIFIED SCHOOL DISTRICT NO. 1**, a political subdivision of the State of Arizona, which acquired title as High School District No. 1, Pima County, Arizona, for mutual and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the **CITY OF TUCSON**, an Arizona municipal corporation, its successors and assigns, a right-of-entry and temporary construction easement to enter upon for grading and construction purposes in connection with: 5th Street: Alvernon – Wilmot Rd. Walkability Prop 101 project. Said temporary construction easement being in, on, through, over, across and under the following described parcel of land, situate in the County of Pima, State of Arizona, to-wit:

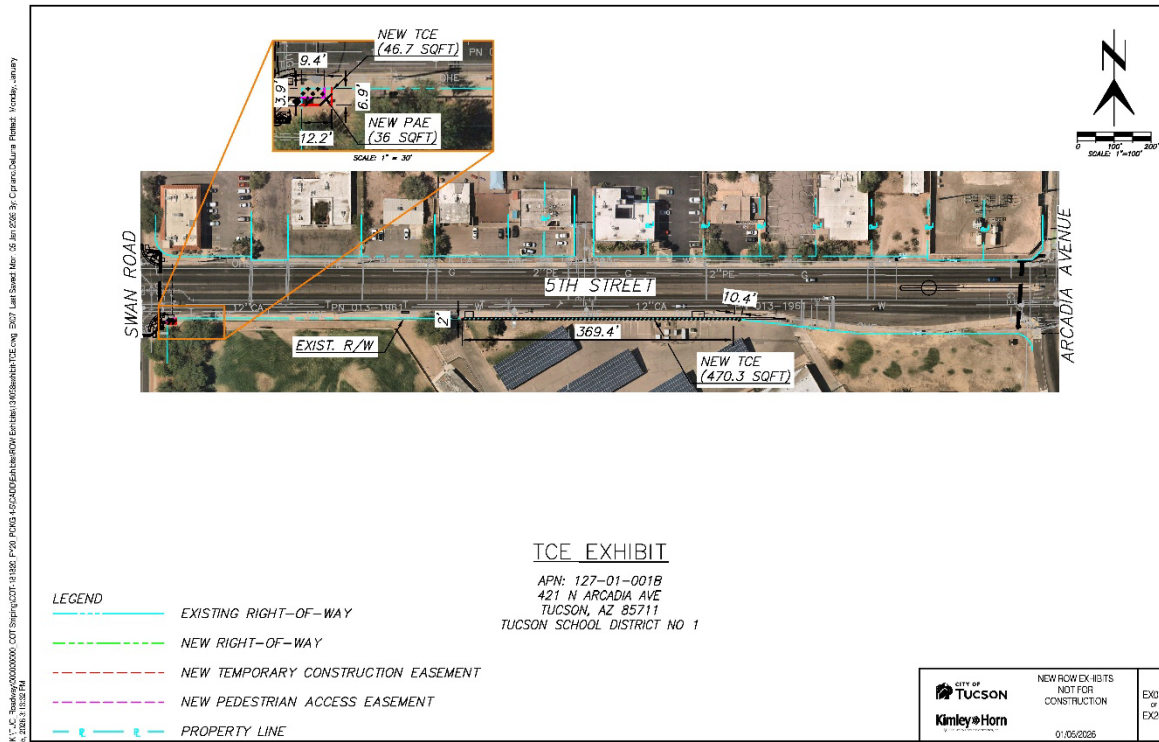
SEE ATTACHED EXHIBIT “A”

Commencement and duration of this Temporary Construction Easement given Grantee shall be for a period of one year starting from the date construction activities commence within the Acquisition Area and terminate at one year from commencement, unless extended by mutual agreement of the Parties in writing. The Right-of-Entry may terminate earlier, upon substantial conclusion and acceptance of construction activities by the City Engineer or his/her designee, with no refund owing to City for any unused term

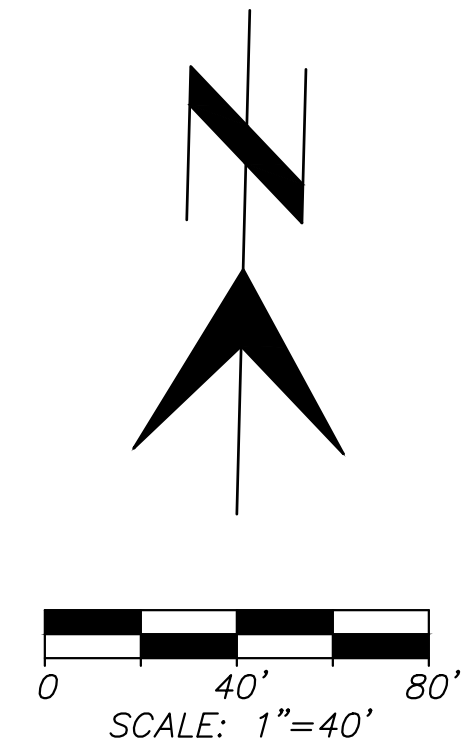
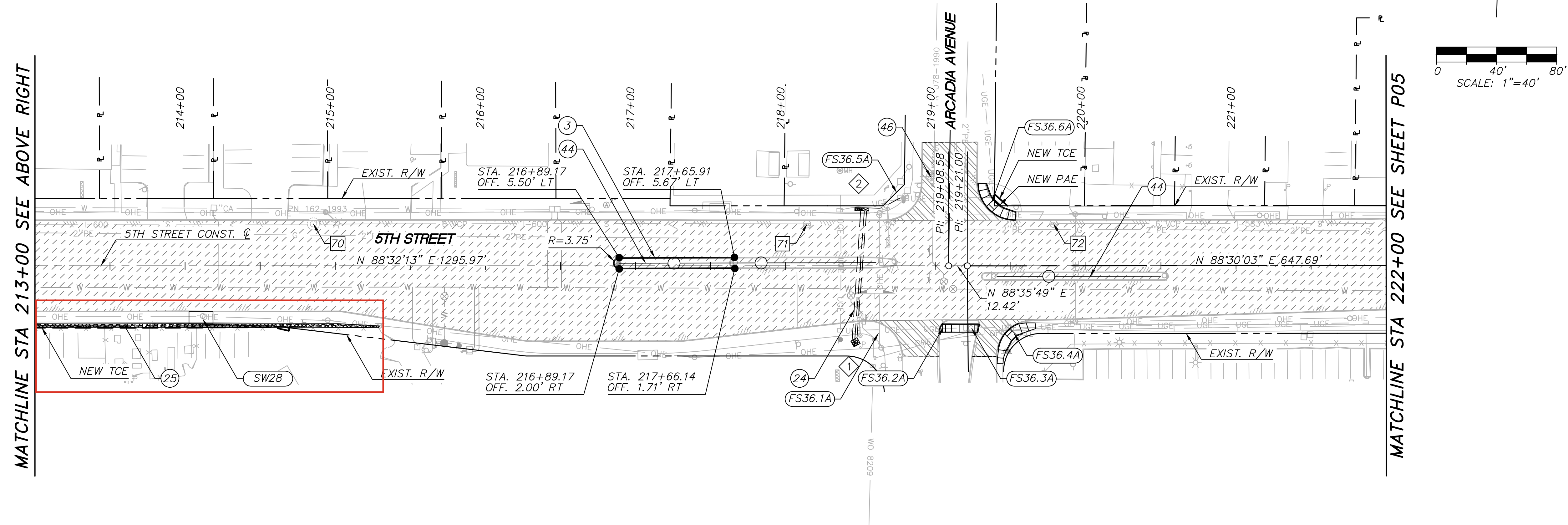
Grantor covenants and agrees that the temporary construction easement rights herein will run with the affected land during the term herein and should the Grantor's property be conveyed during the term of this easement, Grantor will provide this easement to the successor in interest, which shall assume the burdens herein.

Affidavit Exempt ARS § 11134 (A)(2)(3)

Exhibit “A”



5th Street: Alvernon – Wilmot Rd. Walkability Prop 101
Tax Parcel 127-01-001B (Rincon)



GENERAL NOTES:

1. STATIONS AND OFFSETS ARE BASED ON THE 5TH STREET CONST. CENTERLINE.
-  SEE GENERAL NOTES SHEET GN02.
-  SEE RAMP SUMMARY SHEETS.
-  SEE SIDEWALK SUMMARY SHEET SW01.
-  SEE DETAIL A6 ON SHEET A03.

Figure 1 shows nine patterns labeled PSS2 through PSS9. PSS2 is a solid gray rectangle. PSS4 is a white rectangle with a 3x3 grid of dots. PSS5 is a white rectangle with diagonal lines from top-left to bottom-right. PSS6 is a white rectangle with diagonal lines from top-right to bottom-left. PSS7 is a white rectangle divided into a 3x3 grid of squares. PSS8 is a white rectangle with diagonal lines from top-left to bottom-right. PSS9 is a white rectangle with a 3x3 grid of dots.

P04

NO.	DATE	REVISION	BY	CHKD.	APPR.	PRELIMINARY 100% NOT FOR CONSTRUCTION OR RECORDING	DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION ROAD RECOVERY PROPOSITION 101 REHABILITATION PACKAGE 5 - CONSTRUCTION PLANS			129 OF 169
						CITY OF TUCSON	DRWN. BY M. RESNIK	11/2025	REF. _____	SCALE: 1"=40'
							DSGN. BY V. RODRIGUEZ	11/2025	_____	_____
							CHKD. BY T. RHINE	11/2025	PLAN NO. I-2025-011	_____

THIRD AMENDMENT TO EASEMENT AGREEMENT

This Third Amendment to Easement Agreement ("**Third Amendment**") is made, and shall be effective, as of the last date of the signatures below ("**Effective Date**"), between the **Tucson Unified School District** No. 1 of Pima County, Arizona, a political subdivision of the State of Arizona ("**Grantor**"), and **Cellco Partnership d/b/a Verizon Wireless** ("**Grantee**"). Grantor and Grantee (or their predecessors in interest) entered into that certain Easement Agreement dated September 5, 2000, as may have been previously amended and/or assigned, (the "**Agreement**"), pursuant to which Grantee is leasing or licensing from Grantor a portion of that certain property located at 3465 E. Pima Street, Tucson, Arizona, as more particularly described in the Agreement. Grantor and Grantee may be referenced in this Third Amendment individually as a "**Party**" or collectively as the "**Parties.**"

In consideration of the mutual covenants and promises contained in this Third Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on August 31, 2030. Commencing on September 1, 2030, the Agreement shall be extended for ten (10) years ("**Initial Extension Term**"). The term of the Agreement shall thereafter automatically extend for one (1) additional terms of five (5) years each (each, an "**Additional Extension Term**"), unless Grantee terminates the Agreement by giving Grantor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on September 1, 2030, the annual rent shall be \$37,396.00 to be paid annually on the first day of the month in advance to Grantor or such other person as Grantor may designate in writing at least 30 days in advance of any rental payment date. Thereafter, commencing on September 1, 2035, the annual rent shall increase by 3% over the annual rent then in effect and by 3% over the then current annual rent on each one-year anniversary of September 1, 2035 thereafter.

3. Rent Credit. This Third Amendment provides for a reduction in rent, effective September 1, 2030. The Parties acknowledge and agree that Grantee shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against Grantee's rent due under the Agreement.

4. Notice Address. The notice address for Grantee in the Agreement is hereby amended as follows:

If to Grantee: Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

With a copy to: Basking Ridge Mail Hub

Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

5. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Third Amendment, the terms and provisions of this Third Amendment shall control. In addition, except as otherwise stated in this Third Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Third Amendment.

6. Ratification and Reaffirmation. Grantor and Grantee do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this Third Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Third Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Third Amendment is effective and entered into as of the date last written below.

Grantor:

Tucson Unified School District No. 1 of Pima County, Arizona,
a political subdivision of the State of Arizona

By: _____

Name: _____

Title: _____

Date: _____

Grantee:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____



GOVERNING BOARD AGENDA REGULAR MEETING - Minutes

Tuesday, July 14, 2026 at 4:30 p.m.

Duffy Community Center Multipurpose Room

5145 E. Fifth Street Tucson, AZ 85711

1. SCHEDULE EXECUTIVE MEETING - 4:30 p.m.

1.1 Roll Call

4:31 p.m. Board Member attendance was established via roll call. Those in attendance were Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah. Val Romero and Sadie Shaw were not present for roll call.

1.2 Motion to Convene Executive Meeting

4:31 p.m.

Motion to go into executive meeting at this time to consider one or more of the following matters:

Moved by: Ravi Shah; seconded by: Jennifer Eckstrom

Motion Passed

1.3 Personnel Matters

1.4 Negotiations for the Purchase, Sale, or Lease of Real Property

1.5 Negotiations with Employee Groups

1.6 Adjourn Executive Meeting and Reconvene Regular Meeting

2. RECONVENE REGULAR MEETING - CALL TO ORDER - 5:30 p.m.

2.1 Roll Call

5:46 p.m. Ravi Shah commented. Board member attendance was established via roll call. Those in attendance were Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah.

2.2 Land Acknowledgement Statement

5:47 p.m. Isabella Patterson Maldonado, 12th grader at Catalina High School, read the Land Acknowledgement Statement. Ravi Shah commented.

2.3 Pledge of Allegiance

5:48 p.m. Pledge led by Isabella Patterson Maldonado, 12th grader at Catalina High School. Ravi Shah Commented.

2.4 Agenda Adjustments

5:48 p.m. Dr. Trujillo recommended moving item 9.2 to after Call to the Audience. By

unanimous consent to move item 9.2 to after Call to the Audience.

3. SUPERINTENDENT'S REPORT

3.1 Superintendent's Report

5:49 p.m. Details are available via the video and audio recordings on the TUSD website at <https://tusd1-schooldesk.community.highbond.com/Portal/>.

Dr. Trujillo presented his information.

Dr. Trujillo spoke In Memoriam of Patty Lopez, TUSD Educator. The board held a moment of silence at 5:58 p.m.

4. CALL TO THE AUDIENCE

4.1 Guidelines to Address the Board

5:58 p.m. Natalie Luna Rose read the protocol for Call to the Audience.

6:05 p.m. Point of order by Sadie Shaw to wait on speaking due to technical issues.

Persons who addressed the Board in person or who's comments were read into the record during Call to the Audience were Judy Moreillon re: Librarians Pilot Program; Lillian Fox re: Budget & school closures & tax aides.

6:11 p.m. Recess meeting due to technical issues.

6:21 p.m. Reconvene meeting.

Greg Roberts re: AI in middle school; Natalie Mast re: Dr. Ravi Shah; Betts Putnam-Hidalgo re: Cell phone tower in South Tucson; and Karen Karl re: cell phone towers.

Ravi Shah asked if Board Members wanted to respond to a criticism, ask staff to review a matter or ask that a matter be placed on a future agenda. He reminded the board that no more than two board members may legally address each topic.

Natalie Luna Rose stated that she did want to make mention to the last letter and thanked Ms. Carl for the letter. She knows this obviously sounds like a City of South Tucson issue, but asked if they knew if the Mission View community parents have been notified that this is happening in the neighborhood?

Dr. Trujillo responded that to their knowledge no, usually in their work with the City of South Tucson, or most recently with the City of Tucson at Davis, where they're looking to do additional housing there near the school when they're looking to do any kind of community additions, modifications near the school they'll reach out to us and let us know that there's some kind of a hearing or a forum. They haven't had that communication yet from South Tucson, so they can certainly on behalf of Mission View try to set something up with the City of South Tucson so that they can get adequately engaged.

Natalie Luna Rose stated she just wanted to make sure that the community and that the district is doing its due diligence because if it's that close to Mission View, then there's a lot of people who will think this is a TUSD thing. She wants to make sure that the community

knows what is happening in their neighborhood.

Sadie Shaw thanked everyone who spoke today whether in person or via letter. To Ms. Judy Moreillon, thank you for your feedback and said she was glad that she met with Flori Huiitt about PD and hiring of 6 librarians. She stated that she is so hesitant to delay this pilot because it took so long to even get a meager 6 librarians approved by this board, but she does see why you're hesitant and are requesting the delay, and she would like to ask staff to add the librarian pilot program to a future agenda so we can review some of the feedback from Ms. Moreillon in regards to highly qualified librarians not having the chance to apply and also get a status update about the hiring process. Regarding the letter from Ms. Betts Putnam Hidalgo and Ms. Karen Carl, thanked them for bringing this to our attention. She ask staff to review this matter, especially the set back of 1250 feet away from school grounds, and what that means for Mission View, if they're within that boundary of the set back and agreed we should inform the parents though it's really the City of South Tucson's job to do their due diligence. Of course, she and Mr. Romero are the two board members who are staunchly against cell towers at our schools we have what 20 + cell towers throughout TUSD on our campus and she'll tell you one thing, it is very difficult to remove a cell tower once they've been installed. So she did want to caution the City of South Tucson, it does seem that they have approved it and it's on private property, so she hopes that they can retract their approval of that, but she'd like to see what we can do to help. Thank you.

Val Romero stated he also would like to see on a future agenda regarding the librarian pilot program. Again, he just doesn't want to put a warm body in that seat, want to make sure that we give the tools to be successful on that. So he just wants, doesn't want to just stop, if we don't have a qualified person, say "hey, you're the best person, we're going to put you on in." So, he agrees with you that we should at least look at that a little bit more, but he said he does not want to stop the process, that's not what he's saying at all.

Ravi Shah closed the Call to the Audience at 6:35 p.m.

5. CONSENT AGENDA (All items listed will be considered as a group with one motion. There will not be separate discussion of these items unless a Board Member so requests, in which case the item will be removed from the consent agenda and considered as a separate item.)

5.1 Approval of Consent Agenda Items 5.2 through 5.19

Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.

Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.

Resolution: Consent agenda items 5.2-5.19 were approved.

Moved by: Ravi Shah; seconded by: Jennifer Eckstrom

Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah

Motion Passed 5-0

5.2 Approval of Talent Acquisition, Transfers, Separations, Changes, Payouts, and Leaves of Absence

Motion to approve the Talent Acquisition personnel lists.

Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.

Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.

Resolution: Consent agenda items 5.2-5.19 were approved.

Moved by: Ravi Shah; seconded by: Jennifer Eckstrom

Motion Passed

- 5.3 Approval of Consortium Agreement between Tucson Unified School District, the Sunnyside Unified School District, and the Arizona Board of Regents from the University of Arizona Psychology Internship Consortium
Motion to approve Consortium Agreement between Tucson Unified School District, the Sunnyside Unified School District, and the Arizona Board of Regents from the University of Arizona Psychology Internship Consortium, as presented.
Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.
Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.
Resolution: Consent agenda items 5.2-5.19 were approved.
Moved by: Ravi Shah; seconded by: Jennifer Eckstrom

Motion Passed

- 5.4 Approval of the Intergovernmental Agreement (IGA) between Tucson Unified School District and the Arizona Department of Economic Security/Rehabilitation Services Administration for the Transition from School to Work (TSW) Program
Motion to approve the Intergovernmental Agreement (IGA) between Tucson Unified School District and the Arizona Department of Economic Security/Rehabilitation Services Administration for the Transition from School to Work (TSW) Program, as presented.
Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.
Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.
Resolution: Consent agenda items 5.2-5.19 were approved.
Moved by: Ravi Shah; seconded by: Jennifer Eckstrom
Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah

Motion Passed 5-0

- 5.5 Approval of the Intergovernmental Agreement between Tucson Unified School District and The Arizona Board of Regents, University of Arizona College of Education Project FOCUS: Enhanced Academic and Transition Services for High School Students with Disabilities
Motion to approve the Intergovernmental Agreement between Tucson Unified School District and The Arizona Board of Regents, University of Arizona College of Education Project FOCUS: Enhanced Academic and Transition Services for High School Students with Disabilities, as presented.
Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.
Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.
Resolution: Consent agenda items 5.2-5.19 were approved.
Moved by: Ravi Shah; seconded by: Jennifer Eckstrom
Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah

Motion Passed 5-0

- 5.6 Approval of Amendment I to the Intergovernmental Agreement (IGA) with Tucson Unified School District and Pima County Community & Workforce Development Department for the Pima Early Education Program (PEEPS)

Motion to approve Amendment I to the Intergovernmental Agreement (IGA) with Tucson Unified School District and Pima County Community & Workforce Development Department for the Pima Early Education Program (PEEPS).

Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.

Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.

Resolution: Consent agenda items 5.2-5.19 were approved.

Moved by: Ravi Shah; seconded by: Jennifer Eckstrom

Motion Passed

- 5.7 Approval of the Lease Agreement with Premium Parking at Tucson High Magnet School, with Authorization for the Operations Program Manager to Execute the Agreement
Motion to approve the lease agreement with Premium Parking at the Tucson High Magnet School, with authorization for the Operations Program Manager to execute the agreement.

Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.

Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.

Resolution: Consent agenda items 5.2-5.19 were approved.

Moved by: Ravi Shah; seconded by: Jennifer Eckstrom

Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah

Motion Passed 5-0

- 5.8 Approval of Pima JTED Project SEARCH: Enhanced Academic and Transition Services for High School Students with Disabilities

Motion to approve Pima JTED Project SEARCH: Enhanced Academic and Transition Services for High School Students with Disabilities, as presented.

Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.

Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.

Resolution: Consent agenda items 5.2-5.19 were approved.

Moved by: Ravi Shah; seconded by: Jennifer Eckstrom

Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah

Motion Passed 5-0

- 5.9 Approval to Award Request for Proposal (RFP) 27-017-TUSD1 - Temporary Staffing Services, as needed

Motion to approve Request for Proposal (RFP) 27-017-TUSD1 - Temporary Staffing Services, as needed.

Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.

Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.

Resolution: Consent agenda items 5.2-5.19 were approved.

Moved by: Ravi Shah; seconded by: Jennifer Eckstrom

Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah

Motion Passed 5-0

- 5.10 Correction of 4% Override Rate Increase for Substitute Teachers

Motion to approve the corrected daily rates, which includes the 4% increase, for

substitute teachers and funded with the Maintenance & Operations Override.
Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.
Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.
Resolution: Consent agenda items 5.2-5.19 were approved.

Moved by: Ravi Shah; seconded by: Jennifer Eckstrom

Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah

Motion Passed 5-0

5.11 Reauthorization of Change Funds for the 2026-27 Fiscal Year

Motion to approve the reauthorization of District Change Funds for the 2026-27 fiscal year.
Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.
Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.
Resolution: Consent agenda items 5.2-5.19 were approved.

Moved by: Ravi Shah; seconded by: Jennifer Eckstrom

Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah

Motion Passed 5-0

5.12 Reauthorization of Tucson Unified School District Bank Accounts & Authorized Signers for the 2026-27 Fiscal Year

Motion to approve reauthorization of Tucson Unified School District bank accounts & authorized signers for the 2026-27 fiscal year.

Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.

Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.

Resolution: Consent agenda items 5.2-5.19 were approved.

Moved by: Ravi Shah; seconded by: Jennifer Eckstrom

Motion Passed

5.13 Approval of the Revised Extracurricular Activities Fees Schedule for the 2026-27 Fiscal Year with Authorization for Principals to Waive Fees in Case of Hardship

Motion to approve the revised extracurricular activity fee schedule for the 2026-27 fiscal year with authorization for principals to waive fees in case of hardship, as submitted.

Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.

Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.

Resolution: Consent agenda items 5.2-5.19 were approved.

Moved by: Ravi Shah; seconded by: Jennifer Eckstrom

Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah

Motion Passed 5-0

5.14 Minutes of Tucson Unified School District Governing Board Meeting - June 16, 2026

Motion to approve the minutes of the Governing Board meeting held on June 16, 2026.

Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.

Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.

Resolution: Consent agenda items 5.2-5.19 were approved.

Moved by: Ravi Shah; seconded by: Jennifer Eckstrom

Motion Passed

- 5.15 Salary and Expense Vouchers - June 2026
Ratification of Salary and Expense Vouchers for the period beginning June 1, 2026, and ending June 30, 2026.
Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.
Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.
Resolution: Consent agenda items 5.2-5.19 were approved.
Moved by: Ravi Shah; seconded by: Jennifer Eckstrom
Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah
Motion Passed 5-0
- 5.16 Student Activities Funds through June 30, 2026
Motion to approve the Summary of Student Activities Funds for the period of July 1, 2025, through June 30, 2026.
Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.
Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.
Resolution: Consent agenda items 5.2-5.19 were approved.
Moved by: Ravi Shah; seconded by: Jennifer Eckstrom
Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah
Motion Passed 5-0
- 5.17 Extracurricular Tax Credit Activity Programs Report by School Site through June 30, 2026
Motion to approve the Summary of Extracurricular Tax Credit Activity Balances for the period of July 1, 2025, through June 30, 2026.
Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.
Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.
Resolution: Consent agenda items 5.2-5.19 were approved.
Moved by: Ravi Shah; seconded by: Jennifer Eckstrom
Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah
Motion Passed 5-0
- 5.18 FY 2025-2026 Public Gifts and Donations to Schools Quarterly Report (4th Quarter)
Motion to approve the FY 2025-2026 Public Gifts and Donations to schools 4th Quarter report.
Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.
Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.
Resolution: Consent agenda items 5.2-5.19 were approved.
Moved by: Ravi Shah; seconded by: Jennifer Eckstrom
Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah
Motion Passed 5-0
- 5.19 FY 2025-2026 Governing Board Member Expenses Quarterly Report (4th Quarter)
Motion to accept the quarterly report on expenses incurred on behalf of individual Governing Board Members from July 1, 2025 through June 30, 2026.
Dr. Trujillo recommends approval of the Consent Agenda items 5.2 through 5.19.

Sadie Shaw requested item 5.9 and Val Romero requested item 5.17 for discussion.
Resolution: Consent agenda items 5.2-5.19 were approved.

Moved by: Ravi Shah; seconded by: Jennifer Eckstrom

Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah

Motion Passed 5-0

6. PUBLIC HEARING

- 6.1 Truth-in-Taxation Public Hearing: Adjacent Ways Property Tax Levy
7:06 p.m. Dr. Trujillo provided brief information and introduced Ricky Hernández who presented information.

There were no submissions to speak during the Public Hearing.

7. ACTION ITEM

- 7.1 FY2026-2027 Approval of Adjacent Ways Tax Levy
7:15 p.m.

Motion to approve, by roll call vote, the Adjacent Ways property tax levy of \$2.5 million and corresponding tax rate of \$0.0543 for the 2026-27 fiscal year.

Motion Passed

8. PUBLIC HEARING

- 8.1 Public Hearing for the FY 2026-2027 Tucson Unified School District Annual Expenditure Budget
7:15 p.m. Dr. Trujillo introduced Ricky Hernández who presented information.

7:25 p.m. Ravi Shah read the script for the Public Hearing. Person who commented during the public hearing was Lillian Fox.

9. ACTION ITEM(S)

- 9.1 Adoption of the FY 2026-2027 Tucson Unified School District Annual Expenditure Budget
7:29 p.m. Ricky Hernández responded to board member inquiries. Board members commenting and/or asking questions were Jennifer Eckstrom, Sadie Shaw, Val Romero, Ravi Shah, and Natalie Luna Rose.

Motion to adopt the annual expenditure budget for the 2026-2027 fiscal year for the Tucson Unified School District as presented.

Moved by: Ravi Shah; seconded by: Natalie Luna Rose

Motion Passed

- 9.2 Administrative Appointments, Reassignments, and Transfers - Interim Assistant Principal, Pueblo High School

6:35 p.m. Dr. Trujillo provided brief information. Ravi Shah commented.

Motion to approve the selected candidate to serve as Interim Assistant Principal of Pueblo High School.

Dr. Trujillo recommended Joy Smith to serve as the Interim Assistant Principal of Pueblo

High School for the 2026-2027 School Year.

Moved by: Jennifer Eckstrom; seconded by: Natalie Luna Rose

Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah

Motion Passed 5-0

- 9.3 Approval to Procure Goods and Services for Quarter 1 FY26-27 and Quarter 2 FY26-27 Bond Project Priorities

7:50 p.m. Dr. Trujillo introduced Dr. Carter who provided information and responded to board member inquiries. Board members commenting and/or asking questions were Sadie Shaw and Val Romero.

Motion to grant authority to the Purchasing Director, in conjunction with the Bond Program Manager, to procure goods and services using approved TUSD and Cooperative Contracts for the next wave of bond projects, not to exceed + 20% Contingency, where single purchases may exceed \$250,000.00 or for cumulative purchases with Cooperative Contract vendors in excess of \$250,000.00.

Moved by: Ravi Shah; seconded by: Natalie Luna Rose

Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah

Motion Passed 5-0

- 9.4 Governing Board Policy EIA Property Insurance (Revision) – SECOND READING

7:59 p.m. Dr. Trujillo introduced Rob Ross who provided information.

Motion to approve the attached proposed revisions to Policy EIA Property Insurance.

Moved by: Ravi Shah; seconded by: Natalie Luna Rose

Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah

Motion Passed 5-0

Motion to approve the selected candidate to serve as Interim Assistant Principal of Pueblo High School.

Dr. Trujillo recommended Joy Smith to serve as the Interim Assistant Principal of Pueblo High School for the 2026-2027 School Year.

Moved by: Jennifer Eckstrom; seconded by: Natalie Luna Rose

Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah

Motion Passed 5-0

Motion to grant authority to the Purchasing Director, in conjunction with the Bond Program Manager, to procure goods and services using approved TUSD and Cooperative Contracts for the next wave of bond projects, not to exceed + 20% Contingency, where single purchases may exceed \$250,000.00 or for cumulative purchases with Cooperative Contract vendors in excess of \$250,000.00.

Moved by: Ravi Shah; seconded by: Natalie Luna Rose

Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah

Motion Passed 5-0

10. STUDY/INFORMATION ITEM(S)

- 10.1 TUSD Enrollment Stabilization Campaign - SY2026-2027 and Beyond
8:02 p.m. Dr. Trujillo provided information and responded to board member inquiries. Board members commenting and/or asking questions were Val Romero, Sadie Shaw, Ravi Shah, and Jennifer Eckstrom.

11. FUTURE MEETING DATES and AGENDA ITEM(S)

- 11.1 Future Meeting Dates and Agenda Item(s)
8:37 p.m. Dr. Trujillo stated coming up on the 28th, we'll have Dr. Huitt and her team talking a little bit more about the approach with digital platforms and some of the stakeholder engagement that we'll be engaging in with digital platforms. We'll also be talking about the Level Up Program and the framework around the academic interventions designed to boost proficiency, and the role of the interventionists that are going to be funded by the override and what professional development and training and framework has gone into that, so those will be two key items we'll be taking on on the 28th.
- Jennifer Eckstrom said that she just wanted to update the board on what she learned about South Tucson and the cell tower. The matter was heard by the South Tucson Board of Adjustment, and so they approved the placement of the cell tower on private property. Because they are a quasi-governmental body, South Tucson Council can't override their decision. She said for those listening and having concerns, your best bet is to protest the property, I believe it's Verizon that's putting up the cell tower and then speaking with South Tucson government officials on how more information can be given out to residents at Mission View, she thinks sending a letter on behalf of Mission View from the district is a good start.*

12. ADJOURNMENT

- 12.1 Adjourn Meeting
8:38 p.m. Ravi Shah adjourned the meeting.

Board Clerk



GOVERNING BOARD AGENDA SPECIAL EXECUTIVE SESSION MEETING - Minutes

Tuesday, July 21, 2026 at 5:00 p.m.
via Zoom

1. SCHEDULED EXECUTIVE MEETING - 5:00 p.m.

1.1 Roll Call

5:00 p.m. Board member attendance was established via roll call. Those in attendance were Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah.

1.2 Motion to Convene Executive Meeting

5:01 p.m.

Motion to go into executive meeting at this time to consider one or more of the following matters:

Moved by: Ravi Shah; seconded by: Natalie Luna Rose

Yes: Val Romero, Sadie Shaw, Jennifer Eckstrom, Natalie Luna Rose, and Ravi Shah

Motion Passed 5-0

1.3 Student Matters

1.4 Negotiations for the Purchase, Sale, or Lease of Real Property

1.5 Adjourn Meeting from Executive Session

6:26 p.m. Ravi Shah adjourned the meeting.

Board Clerk

TUCSON UNIFIED SCHOOL DISTRICT GOVERNING BOARD POLICY	POLICY TITLE: Student Dress
	POLICY CODE: JICA

Purpose

The Board recognizes its obligation to provide schools in which the health, safety, and welfare of the students who attend those schools are given paramount consideration, and where a positive learning environment must be maintained.

The Board recognizes that each student's mode of dress and grooming is a manifestation of personal style and individual preference. The Board will not interfere with the right of students and their parents to make decisions regarding their appearance except when their choices affect the educational program of the schools or the health and safety of others.

The Governing Board specifies the standards of dress and grooming that promote a safe school setting conducive to a positive learning environment.

This policy provides school administrators, teachers, and parents with clear expectations regarding acceptable and appropriate apparel and appearance so that rules of dress and discipline can be enforced consistently.

The Governing Board also establishes rules for the adoption of school uniforms at the school level.

Definitions

- **Dress Code** – Set of parameters determined by the Governing Board that describes acceptable and unacceptable student apparel to ensure the health and safety of all students and create a learning environment.
- **Uniform/Standardized Dress Code** – Distinctive clothing styles and/or specific colors worn by students as a means of identifying them as members of the school community. Determined by the local school site following the process described in this policy.
- **Gang symbols** – Any article of clothing, badge, sign, lettering, jewelry, emblem, symbol or other personal display or adornment,

which is intended by the student or is recognized or acknowledged by students or the Gang Task Force to designate a gang symbol or to signify affiliation with, participation in, or approval of a gang.

- The administrator will maintain a current list of recognized gang apparel and symbols that are prohibited and submit it to school safety.

**School Dress
Code (required at
every school)**

Student attire and grooming must permit the student to participate in learning without posing a risk to the health or safety of any student or school district personnel.

- Students must wear clothing including both a shirt with pants or skirt, or the equivalent (for example dresses, leggings, or shorts) and shoes.
- Headwear that partially or wholly covers a students' eyes (e.g., baseball caps, sunglasses) may not be worn during class except as an expression of religious beliefs.
 - Hats and sunglasses may be worn while outside in the sun for protection from the sun.
 - Dark glasses may not be worn inside buildings unless a documented health problem exists.
- Clothing must cover undergarments.
- Clothing must not be see-through.
- Clothing must be suitable for all scheduled classroom activities, including physical education, science labs, shop classes, and other activities where unique hazards or specialized attire or safety gear is required.
- Students who volunteer for extracurricular activities, such as athletics, band, chorus, etc., are subject to the standards of dress as defined by the sponsors of such activities.

Attire or grooming depicting or advocating violence, criminal activity, gang-related activity, use of alcohol, vaping, tobacco or drugs, pornography, or hate speech are prohibited. Clothing containing images, symbols, slogans, words, or phrases that are homophobic, religiously or racially discriminatory, or that perpetuate gender-based discrimination or defamation are distracting and interfere with the teaching and learning environment.

Students and parent/guardians will be informed about dress and grooming standards at the beginning of the school year through the Student Handbook and whenever these standards are revised. A

student who violates these standards shall be subject to appropriate disciplinary action.

Compliance for Dress Code

Students who violate the District's Dress Code may be asked to do any of the following depending upon the specific circumstances:

- Turn inappropriate clothing inside out.
- Change into clothing that may be provided by the school.
- Change into other clothing which has been brought to school.
- Remove the jewelry or other accessory.

School Enforcement of Dress Codes

Enforcement of this Dress Code by schools shall not discriminate based on sex, gender identity, sexual orientation, race, religion, or any other basis set forth in Governing Board Policy AC – Non-Discrimination.

Schools shall not write or enforce more restrictive dress codes than the District Dress Code set forth in this policy, unless they have adopted a Uniform/Standardized Dress Code following the process below.

Discussions with a student about violations of the Dress Code shall be held in a way that maintains the student's privacy and dignity.

Uniforms/ Standardized Dress Code (optional)

If interest has been generated, the School Council will develop a plan to explore the issues with all stakeholder groups to determine if there is sufficient preliminary support in the community for a Uniform/ Standardized Dress Code.

- If a decision is made to move forward, the School Council will gather broad public comments. (Examples - community forums, presentations, PTA meetings, panel discussions) This must include at least one public hearing.
- After reviewing the public comment, the School Council will determine through shared governance whether or not to put the Uniform/Standardized Dress Code to a vote of the school community.
- The School Council will come to consensus regarding the development of the School Uniform/Standardized Dress Code to include the following elements:
 - Description of clothing: A description of clothing allowed, and clothing prohibited beyond the District Policy, i.e., colors, logos,

and styles will be articulated. This must be written in gender-neutral language.

- Protection of students' religious expression: A school uniform policy must accommodate students whose religious beliefs are substantially affected by a uniform requirement. Schools may not prohibit the wearing of religious attire.
 - Accommodations of students' disabilities or medical conditions: A school uniform policy must reasonably accommodate a student's disability or medical condition.
 - Students of limited means: Uniform/Standardized Dress Codes adopted at individual school sites shall be generic enough to avoid financial hardship on families. Assistance must be provided for families who cannot afford the school uniform.
 - Exemptions: Uniform/Standardized Dress code policies shall include a provision that would allow the principal, at any time, to exempt a student from wearing a uniform at school, if requested in writing by the student's parent or guardian because of extenuating circumstances. Extenuating circumstances are limited to the student's viability/medical condition or religious beliefs that are substantially affected by a uniform requirement.
- The School Council will conduct voting on a School Uniform/Standardized Dress Code following these procedures:
 - The School Council will determine and monitor the procedures for voting, including options for increasing ballots returned.
 - Ballots must be provided to 100% of the parents or guardians of students who will be subject to the proposed dress code.
 - Voting is limited to one vote per each student's parent/guardian, and the votes received to approve the Uniform/Standardized Dress Code must be equal to or greater than a majority (more than 50%) of the school student population.
 - The School Council will tally the vote and publicize the outcome.
 - If the Uniform/Standardized Dress Code receives a 60% or greater favorable response from the total votes received, the School Council will present their recommended Uniform/Standardized Dress Code to the Governing Board for approval.
 - The Uniform/Standardized Dress Code is not final until it has been voted on and approved by the Governing Board.

- Following approval, the School Council shall develop an implementation plan allowing at least a two-month notice to families before the new Uniform/Standardized Dress Code will be implemented and explaining how it will be enforced.

Compliance for Uniform/Standardized Dress Code

If a student chooses not to comply with the school's Uniform/Standardized Dress Code:

- The administrator or counselor will hold a conference with the parent/guardian to solicit parental cooperation and support;
- The administrator and parent may negotiate for the student to attend another school without a Uniform/Standardized Dress Code.
- Students who have received exemption to the Uniform/Standardized Dress Code due to religious expression, or accommodations for disabilities or medical conditions, will not be subject to any discipline.

Discontinuance or Modification of Uniform/Standardized Dress Code

- A petition signed by parents or guardians of 21% of the schools' students shall require a vote regarding discontinuance or modification of the Uniform/Standardized Dress Code.
- The School Council may initiate reconsideration of the established or modification to the Uniform/Standardized Dress Code by following the process for developing the Uniform/Standardized Dress Code. This needs to include solicitation of public comment and voting.
- Discontinuance or modification of a Uniform/Standardized Dress Code must have greater than 50% favorable response from each student's parents/guardians.

Adopted: October 12, 2004
 Revised: July 12, 2005
 Revised: December 13, 2005
 Revised: December 5, 2012 [Cross Reference Correction Only]
 Reviewed: April 3, 2013
 Revised: April 9, 2019
 Revised: February 13, 2024

LEGAL REF.:

[15-341- General Powers and Duties](#)
[15-342- Discretionary Powers and Duties](#)

CROSS REF.:

JB – Equal Educational Opportunities and Anti-Harassment
JICK – Student Violence, Bullying, Intimidation and Harassment

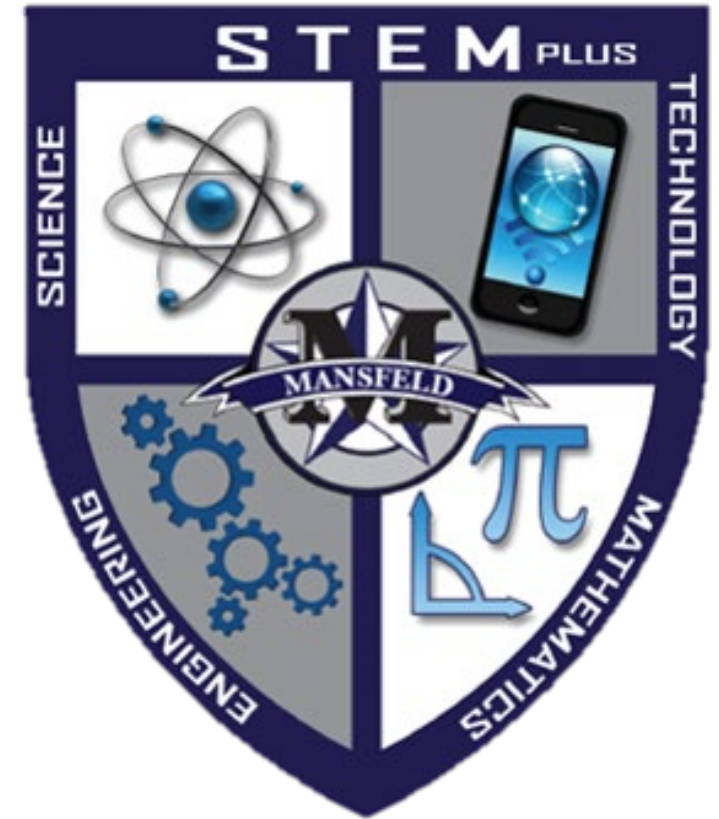
Mansfeld STEM+ Middle Magnet School

PROPOSED UNIFORM MODIFICATION 26-27



Background & History

- Uniform Policy adopted as a pilot in 1995
- Governing Board approved on March 19, 1996
- Since its adoption, the uniform policy has remained unchanged, prompting a review to ensure it continues to meet the needs of today's students and families.



Top Garment: Solid White or Navy Polo-Style

- Shirts must have a round or pointed collar, short or long-sleeved, without lettering.
- Plain, white t-shirts without logos and lettering may be worn underneath.
- Shirts must be properly fitted or tucked into bottom garment.

Bottom Garment: Solid Navy or Khaki

- Pants must be fitted at the waist.
- Leggings, Tights and Stockings: Solid navy blue, white or black colored leggings, tights, or stockings are allowed to be worn under appropriate length uniform shorts or skirt.
- Not allowed: baggy legs or sagging pants, pants resembling jeans, denim or sweatpants, basketball shorts, spandex shorts or pants showing undergarments.

Outer Garments: Plain White or Navy

- Only plain white or plain navy blue sweatshirts, sweaters, or jackets may be worn at school.

Shoes, Hats & Accessories

- Students may wear closed toed shoes of any color.
- Slippers, sandals, flip-flops, and knitted boots are not allowed.
- No baseball caps or sunglasses allowed on campus.
- No locking choke chains/collars, wallet chains, or accessories with spikes may be worn.
- No gang related, drug related or sexually explicit related accessories may be worn at any time.

Current Uniform Policy

Purpose of Modification

- These revisions are intended to provide students with additional uniform options while maintaining a consistent, professional, and school-focused appearance.
- Expand color and apparel options for students and families while preserving the safety component of our current uniform policy.
- Strengthen school pride and foster a great sense of belonging within the Mansfeld community.
- Support a positive and inclusive school climate.
- Allow students to represent school-sponsored clubs, athletics and extracurricular programs through approved apparel.
- Encourage students to serve as positive ambassadors of Mansfeld STEM + Middle Magnet School.



Proposed Modifications

- **Top Garments:** Permit solid gray polo style shirt or dress shirts.
- **School Spirit Apparel:** Permit Mansfeld approved T-shirts representing school spirit, athletics, clubs, fine arts and other school-sponsored activities, as approved by the administration.
- **Outer Garment:** Permit gray or black sweatshirts, hoodies and jackets that are school appropriate and comply with TUSD dress code guidelines.
- **Footwear:** Permit classic style Crocs worn with the heel strap secured in sport mode.



Uniform Policy Review Process

- **August 2025:** Site Council initiated discussions regarding potential modifications to the school uniform policy.
- **December 2025:** Teacher teams reviewed the current policy and proposed revisions. A presentation was shared with all staff to gather feedback and additional recommendations.
- **January 2026:** Staff voted in support of the proposed modifications, with more than 90% approval in every category.
- **February-March 2026:** Parent votes were gathered through ParentSquare surveys and QR code access provided by teachers to families to ensure broad participation.
- **April 2026:** The proposed modifications met the required 51% parent approved threshold in accordance with the district policy.
- **May 2026:** Request submitted for Governing Board consideration and approval.

**Thank you for your time and
consideration of our proposal!**





**Memorandum of Understanding
for
Blue Collar Employees**

Effective July 1, 20264 through June 30, 20286

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ARTICLE ONE

DEFINITIONS

- 1-1 The term **AFSCME** shall mean the American Federation of State, County, and Municipal Employees, Local 449, AFL-CIO (AFSCME).
- 1-2 The term **AFSCME REPRESENTATIVE** shall mean any paid staff of AFSCME or stewards, and officers who are employees of the District
- 1-3 The term **BARGAINING UNIT** shall mean all regularly assigned part-time and full-time employees in a classification as defined in Appendix I and excluding supervisory, temporary, substitute, and initial probationary employees.
- 1-4 The term **BARGAINING UNIT SENIORITY** shall mean the total length of uninterrupted service in a regular part-time or full-time classification in the bargaining unit. However, seniority shall not accrue during unpaid leaves of absence, with the exception of a leave of absence pursuant to Article 25-2-A5 and 25-2-F.
- 1-5 The term **BOARD** shall mean the Governing Board of the Tucson Unified School District No. One.
- 1-6 The term **BREAK** shall mean a specified uninterrupted paid, duty-free period during the workday.
- 1-7 The term **CLASSIFICATION SENIORITY** shall mean the total length of service in a regular part-time or full-time classification.
- 1-8 The term **DATE OF HIRE** shall mean the most recent date an individual is employed in a regular part-time or full-time position, exclusive of temporary/substitute employment.
- 1-9 The term **DAY(s)** shall mean working days.
- 1-10 The term **DEMOTION** shall mean a change in assignment of an employee from a position in one classification to a position in another classification having a lower salary grade.
- 1-11 The term **DEPARTMENT SENIORITY** shall mean the total number of years of uninterrupted service in the Transportation Department.
- 1-12 The term **DISTRICT** shall mean the Tucson Unified School District No. One.
- 1-13 The term **DISTRICT SENIORITY** shall mean the total length of uninterrupted service calculated from the employee's most recent date of hire with the District in a regular part-time or full-time position.
- 1-14 The term **DRIVER** shall include CDL and Non-CDL (925) driver.

- 1-15 The term **DUTY TIME** Duty time shall not exceed a maximum of duty time as defined in the federal motor carrier regulation part 395, which currently states 15 hours in a 24-hour period; 60 hours per week. 8 hours off duty is required after 15 hours on duty.
- 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 **EMPLOYEE** shall mean a person hired to fill a budgeted part-time or full-time position in a classification, (excluding temporary, substitute, supervisory, or initial probationary employees).
- 1-18 The term **EXTRA DUTY** shall mean any trip, route, field trip, athletic trip, or other transportation related business that is not a regular assignment.
- 1-19 The term **EXTRA DUTY TIME** shall mean any time for which an employee is being paid that is in excess of the standard route time.
- 1-20 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 employee has or shares a major financial responsibility and is an established resident within the employee's household.
- 1-21 The term **FULL-TIME** shall mean working 30 to 40 regularly assigned hours per week.
- 1-22 The term **GRIEVANCE** shall mean an action filed by an employee alleging a violation, misinterpretation, or inequitable application of the terms and conditions of this MOU.
- 1-23 The term **GUARANTEED TIME for DRIVERS and BUS MONITORS** shall mean a guarantee of a range between 30-40 hours per week based on Regular Assignment. The time value of a Regular Assignment (including pre and post trips) subject to quarterly bidding process.
- 1-24 The term **INITIAL PROBATION** shall mean a period of ninety (90) continuous workdays from the initial date of employment in a regular bargaining unit position. Management has the option of extending probation (based on written evaluation) by an additional ninety (90) continuous workdays. Management may also waive the probation period.
- 1-25 The term **JOB CLASSIFICATION** is a designated title for like positions, as set forth in Appendix I and hereinafter referred to as classification.
- 1-26 The term **JOB DESCRIPTION** shall mean the official definition of the type and level of duties and responsibilities, and the minimum qualifications required for the position.
- 1-27 The term **LAYOFF** shall mean a loss of regular employment with the District due to lack of available work.

- 1-28 The term **LUNCH PERIOD** shall be defined as a duty-free unpaid period of at least one-half (1/2) but no more than one (1) hour, scheduled as near as practical to the middle of an employee's work shift.
- 1-29 For the purpose of representation only, the term **MEMBER** shall mean employees who are dues paying members of AFSCME.
- 1-30 The term **MEMORANDUM of UNDERSTANDING (MOU)** shall mean this legal document outlining the terms, working conditions, and rights of the parties which governs Blue Collar employees.
- 1-31 The term **PART-TIME** shall mean working 20 or more regularly assigned hours per week, but less than 30 regularly assigned hours per week.
- 1-32 The term **PHYSICAL ASSAULT** shall mean intentionally, knowingly, or recklessly causing physical injury to another person.
- 1-33 The term **PROMOTION** shall mean a non-temporary change in job classification that would result in a higher pay grade.
- 1-34 The term **PROMOTION PROBATION** shall mean a period of ninety (90) continuous workdays from the initial date of promotion in a regular bargaining unit position. Management has the option to extend probation (based on written evaluation) by an additional ninety (90) continuous workdays.
- 1-35 The term **REASSIGNMENT** shall mean a change in regular assignment or an increase/decrease in hours that entails no change in base pay rate or classification.
- 1-36 The term **RECLASSIFICATION** is a process by which an employee's position is evaluated to determine whether it is appropriately classified.
- 1-37 The term **REGULAR ASSIGNMENT** shall mean the combination of any trip, routes, field trip, athletic trip, or other transportation related business between Monday and Friday that an employee is assigned as a result of the initial selection or reassignment process.
- 1-38 The term **REGULAR POSITION** is a position within a classification of the bargaining unit which is assigned to a particular site or department, and which is budgeted as part-time or full-time and is not temporary/hourly, out of classification, or substitute in nature. A person selected to fill such a position is a regular employee.
- 1-39 The term **REPORT TIME** shall mean the time an individual must report to work for a shift.
- 1-40 The term **ROUTE** shall mean a regularly established single course of travel between pick up and discharge of passenger(s) which is grouped into a trip.

- 1-41 The term **SUBSTITUTE** shall mean a person hired for an unspecified period of time with no guarantee of continuous worksite or hour assignment.
- 1-42 The term **SUPERVISOR** shall mean a person in a position designated by the Governing Board as supervisory/confidential or administrative.
- 1-43 The term **SUPERVISOR'S PERSONAL PERSONNEL FILE** shall mean any and all written documentation the supervisor possesses about an employee concerning minor deficiencies or offenses as defined in Article 13-2-B.
- 1-44 The term **TEMPORARY EMPLOYEE** shall mean an employee hired for a period of employment not to exceed six (6) work months in a year from the most recent date of hire.
- 1-45 The term **TRANSFER**, in other than Transportation, shall mean a change in worksite that entails no change in rate of pay or a change in shift that involves a regular part-time or full-time employee.
- 1-46 The term **TRIP** shall mean routes combined into an established regular assignment.
- 1-47 The term **URGENT NEED** shall mean an assignment requiring an immediate response to ensure the safety and efficiency of transporting students.
- 1-48 The term **VACANCY** shall mean any bargaining unit position listed in Appendix I, which is budgeted and adopted by the Governing Board and has no assigned incumbent, and which is not filled administratively through the layoff process, returning from leave (including placement of an employee released from a worker's compensation injury with or without any permanent disability), demotion, or involuntary transfer processes.
- 1-49 The term **WEEKLY ASSIGNMENT** shall be defined as the duration of time in a regularly scheduled work week in which an employee is expected to perform job related assignments to meet their guaranteed hours for the week.
- 1-50 The term **WORK WEEK** shall mean a seven (7) consecutive calendar day period.
- ~~1-1 The term **BARGAINING UNIT** shall mean all regularly assigned part time and full time employees in a classification as defined in Appendix I and excluding supervisory, temporary, substitute, and initial probationary employees.~~
- ~~1-2 The term **BARGAINING UNIT SENIORITY** shall mean the total length of uninterrupted service in a regular part time or full time classification in the bargaining unit. However, seniority shall not accrue during unpaid leaves of absence, with the exception of a leave of absence pursuant to Article 25-2-A5 and 25-2-F.~~
- ~~1-3 The term **BOARD** shall mean the Governing Board of the Tucson Unified School District No. One.~~

- ~~1-4~~ The term **BREAK** shall mean a specified uninterrupted paid, duty-free period during the workday.
- ~~1-5~~ The term **JOB CLASSIFICATION** is a designated title for like positions, as set forth in Appendix I and hereinafter referred to as classification.
- ~~1-6~~ The term **JOB DESCRIPTION** shall mean the official definition of the type and level of duties and responsibilities, and the minimum qualifications required for the position.
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- ~~1-14~~ The term **EMPLOYEE** shall mean a person hired to fill a budgeted part-time or full-time position in a classification, (excluding temporary, substitute, supervisory, or initial probationary employees).
- ~~1-15~~ The term **FULL-TIME** shall mean working 30 to 40 regularly assigned hours per week.
- ~~1-16~~ The term **GRIEVANCE** shall mean an action filed by an employee alleging a violation, misinterpretation, or inequitable application of the terms and conditions of this MOU.
- ~~1-17~~ The term **INITIAL PROBATION** shall mean a period of ninety (90) continuous workdays from the initial date of employment in a regular bargaining unit position. Management has the option of extending probation (based on written evaluation) by an additional ninety (90) continuous workdays. Management may also waive the probation period.
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- ~~1-19~~ The term **LUNCH PERIOD** shall be defined as a duty free unpaid period of at least one-half (1/2) but no more than one (1) hour, scheduled as near as practical to the middle of an employee's work shift.
- ~~1-20~~ For the purpose of representation only, the term **MEMBER** shall mean employees who are dues paying members of AFSCME.
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- ~~1-29~~ The term **SUPERVISOR'S PERSONAL PERSONNEL FILE** shall mean any and all written documentation the supervisor possesses about an employee concerning minor deficiencies or offenses as defined in Article 13-2-B.
- ~~1-30~~ The term **TEMPORARY EMPLOYEE** shall mean an employee hired for a period of employment not to exceed six (6) work months in a year from the most recent date of hire.
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- ~~1-32~~ The term ~~AFSCME~~ shall mean the American Federation of State, County, and Municipal Employees, Local 449, AFL-CIO (AFSCME).
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- ~~1-34~~ The term ~~VACANCY~~ shall mean any bargaining unit position listed in Appendix I, which is budgeted and adopted by the Governing Board and has no assigned incumbent, and which is not filled administratively through the layoff process, returning from leave (including placement of an employee released from a worker's compensation injury with or without any permanent disability), demotion, or involuntary transfer processes.
- ~~1-35~~ The term ~~WORK WEEK~~ shall mean a seven (7) consecutive calendar day period.
- ~~1-36~~ The term ~~MEMORANDUM of UNDERSTANDING (MOU)~~ shall mean this legal document outlining the terms, working conditions, and rights of the parties which governs Blue Collar employees.
- ~~1-37~~ The term ~~DEPARTMENT SENIORITY~~ shall mean the total number of years of uninterrupted service in the Transportation Department.
- ~~1-38~~ The term ~~DUTY TIME~~ Duty time shall not exceed a maximum of duty time as defined in the federal motor carrier regulation part 395, which currently states 15 hours in a 24 hour period; 60 hours per week. 8 hours off duty is required after 15 hours on duty.
- ~~1-39~~ The term ~~EXTRA DUTY~~ shall mean any trip, route, field trip, athletic trip, or other transportation related business that is not a regular assignment.
- ~~1-40~~ The term ~~EXTRA DUTY TIME~~ shall mean any time for which an employee is being paid that is in excess of the standard route time.
- ~~1-41~~ The term ~~REGULAR ASSIGNMENT~~ shall mean the combination of any trip, routes, field trip, athletic trip, or other transportation related business between Monday and Friday that an employee is assigned as a result of the initial selection or reassignment process.
- ~~1-42~~ The term ~~REASSIGNMENT~~ shall mean a change in regular assignment or an increase/decrease in hours that entails no change in base pay rate or classification.
- ~~1-43~~ The term ~~REPORT TIME~~ shall mean the time an individual must report to work for a shift.
- ~~1-44~~ The term ~~ROUTE~~ shall mean a regularly established single course of travel between pick up and discharge of passenger(s) which is grouped into a trip.
- ~~1-45~~ The term ~~TRIP~~ shall mean routes combined into an established regular assignment.

~~1-46 The term URGENT NEED shall mean an assignment requiring an immediate response to ensure the safety and efficiency of transporting students.~~

~~1-47 The term GUARANTEED TIME for DRIVERS and BUS MONITORS shall mean a guarantee of a range between 30-40 hours per week based on Regular Assignment. The time value of a Regular Assignment (including pre and post trips) subject to quarterly bidding process.~~

~~1-48 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 employee has or shares a major financial responsibility and is an established resident within the employee's household.~~

~~1-49 The term WEEKLY ASSIGNMENT shall be defined as the duration of time in a regularly scheduled work week in which an employee is expected to perform job related assignments to meet their guaranteed hours for the week.~~

ARTICLE TWO

GENERAL PROVISIONS

2-1 Savings Clause

The Board and AFSCME recognize that the Board has certain powers, discretions and duties that, under the Constitution and Laws of the State of Arizona, may not be delegated, limited to, or abrogated by an agreement with any party. Accordingly, if any provision of this MOU or any application to any employee covered hereby shall be found contrary to law or existing Board Policy, 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 MOU shall nevertheless continue in full force and effect.

2-2 Discrimination

Neither the District nor AFSCME shall discriminate on the basis of sex, age, race, national origin, gender identity, ethnicity, religious belief, or disabilities.

Neither the District nor AFSCME shall discriminate against any employee on the basis of participation or lack of participation in AFSCME's activities.

Nothing in the provisions of these terms and conditions shall be construed as a limitation upon the application of federal law, including Title IV 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, the Civil Rights Act of 1991, and other nondiscrimination laws and regulations.

2-3 District Rights

The District retains the right to manage its business, including the right to hire, layoff, assign, discipline, transfer, promote or terminate employees, subject only to such regulations

and restrictions governing the exercise of these rights as are expressly provided in this MOU.

2-4 Recognition

The District recognizes AFSCME as the exclusive representative of employees (as defined in Article One) and shall negotiate terms and conditions of employment with AFSCME.

- 2-5** Within 30 calendar days of Governing Board's ratification of the MOU, the District shall post the MOU on its website and notify AFSCME of the posting by email, with a link to the MOU.

ARTICLE THREE

AFSCME DUTIES AND OBLIGATIONS

- 3-1** As the exclusive representative of employees as defined in Article 1-1, AFSCME is obligated to represent all employees in the bargaining unit as defined in Article 1-1 in good faith and ensure that the right, privileges and benefits provided by virtue of this MOU shall be applied equitably to all bargaining unit employees.

3-2 Hold Harmless/Indemnity

AFSCME shall indemnify and hold 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 AFSCME for the purposes of complying with this Article.

ARTICLE FOUR

AFSCME RIGHTS

4-1 Consultation

Upon request of AFSCME or the District, AFSCME and the District may meet to consult upon matters of concern.

4-2 Facilities

With prior notification and approval by the site administrator, AFSCME and its representatives shall have the right to use District facilities at reasonable times outside of scheduled work hours when there is no disruption of normal activities for the purposes of conducting AFSCME business with small groups of 25 or less. Site administrators shall not arbitrarily and capriciously deny the use of facilities.

Arrangements for groups larger than 25 shall be made with the District official responsible for rentals. All regulations and appropriate charges shall be honored by AFSCME. More than one (1) meeting a month may occur.

4-3 Communications

- A. AFSCME and its representatives shall have the right to post notices of activities and matters of AFSCME concern on a designated bulletin board at reasonably accessible places at each worksite. AFSCME will be guaranteed a 2x2 bulletin board space. Documents posted may not include any defamatory material or advocate insubordinate acts.
- B. AFSCME shall have the right to utilize the District's mail system to communicate with members of the bargaining unit on matters authorized by an AFSCME representative as evidenced by AFSCME's logo. Likewise, the Office of Employee Relations shall provide a copy of any matters affecting the employment, compensation, or benefits of any group of employees covered by this agreement to the AFSCME ~~bargaining unit VP Local 449 Office and TUSD Division Chair~~ prior to dissemination of information to the employees. Documents communicated through the District's internal mail system or email system may not include defamatory material or advocate insubordinate acts.

4-4 Information

The District shall furnish the following information to AFSCME:

- A. ~~Employee Data:~~ During the months of July, October, January, and May, and when a written request is made to the Employee Relations Department by an AFSCME ~~representative~~~~staff member (i.e., Area Director, Field Representative, Division Chairperson or Chief Steward),~~ the District shall email to AFSCME a list of all bargaining unit eligible employees ~~organized by department (per group) in alpha order by classification, and shall also include bargaining unit seniority date, and number of hours worked, including the following information for each employee:~~

1. Name,
2. Job title
3. Department
4. Rate of pay
5. Pay grade
6. Number of work hours
7. District seniority date
8. Job location
9. Employee identification number
- ~~A.~~10. Work email address

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- B. A copy of the Board adopted budget for each fiscal year shall be posted on the District website.
- ~~C.~~ Any specifically requested financial or employee data, provided it is data that the District produces in the course of its regular activities.
- D. A list of budgeted but unfilled positions as of July 1 and January 1 of each year.
- E. The name, position title, and worksite of a new hire employee hired to work in a bargaining unit classification within ~~by~~ the District within 20 days of the date the individual is processed by the Human Resources Department, or the date the Board approves the appointment, whichever is earlier.
- F. ~~A~~ List of all terminations, resignations, retirements, leaves of absence and any other separations involving employees working in bargaining unit classifications in the District by the third Wednesday of each month.
- G. ~~A~~ List of all completed transfers, promotions, demotions, recall, returning from leave of absence for employees working in bargaining unit classifications in the District ~~;~~ by the third Wednesday of each month.
- H. ~~A~~ List of all employees- working in bargaining unit classifications in the District who have had an increase or decrease in assigned hours (indicate change in hours) by the third Wednesday of each month.
- I. An alphabetical list of all direct-hire temporary employees ~~in alpha order working in bargaining unit classifications in the District~~ by October 1 and February 1 of each year.
- J. **Organizational Changes**
The District will make a reasonable effort to provide AFSCME with information on major organizational changes as soon as practical.
- K. **Requests for Proposals for Contracted Services/Temporary Staffing**
Upon written request by AFSCME, the District shall provide, within ten (10) working days, information, documentation, or specifications related to Requests for Proposals (RFPs) for contracted services or temporary staffing that involve work typically performed by bargaining unit members. The District's obligation under this section is limited to information that is normally available and legally releasable to the public under applicable public records laws.
- L. **No Retaliation**
No Employee shall be subject to retaliation for requesting information under this section, and the District shall not use information requests as a basis for disciplinary action.

4-5 Seniority Tie Breaker

In the event two or more employees share the same date of hire in the bargaining unit or a classification, seniority shall be determined by utilizing the last four digits in the employees' social security numbers. The employee having the lowest number shall have the most seniority, and others shall be ranked accordingly from lowest to highest.

4-6 Payroll Deduction - AFSCME Dues

- A. Upon receipt of written authorization from any employee, the District agrees to deduct from the salary of members of AFSCME the annual amount due and payable by the individual as certified by AFSCME. Upon receipt of written authorization from any employee, the District agrees to deduct from the salary of members of AFSCME additional deductions for the AFSCME PEOPLE Fund.
- B. The dues rate shall be updated and implemented on July 1, of each year to reflect any increase in salary for the following school year. AFSCME will submit a list of AFSCME deductions to the District indicating the amount the District should withhold from its members as well as the individual's yearly deduction schedule. ONLY twelve month employees shall have dues deducted over 26 pay periods biweekly. The District shall remit deductions made on behalf of the membership to AFSCME Local 449 on a bi-weekly basis with a list of employees for whom deductions were made specifying the amounts.
- C. Payroll Department shall forward a copy of any cancellations received to AFSCME. Except as provided in D below, an employee may cancel deductions of dues of AFSCME upon written notification to the Payroll Department only in accordance with Article 4-6 D.
- D. The following cancellation procedures shall become effective the day following ratification. AFSCME agrees to notify all current members of this change 30 days after the ratification of this MOU for Blue Collar Employees.
 - 1) An employee wishing to cancel their dues check-off authorization shall provide written notice and photo identification to AFSCME between May 1st and May 15th of each year by means of a dues deduction drop request form completed in full (Appendix VI). AFSCME shall provide Employee Relations with a copy of the dues deduction request form. Employee Relations shall only distribute this form to employees who request it in writing. AFSCME shall provide a dues deduction drop request form to the employee at their request. AFSCME shall submit all cancellations to the District no later than June 1st of each year.
 - 2) In the event an employee is separated from employment with the District for any reason, all obligation for deduction of dues shall cease.
- E. Hold/Harmless: AFSCME shall indemnify and hold harmless the District from and against any and all claims, damages or other forms of liability which may arise out of

or by reason of any action taken by the District or AFSCME for the purposes of complying with Section 4-6.

- F. Two (2) additional payroll deduction check-offs shall be provided to AFSCME, Local 449, TUSD Division. The use shall be established by AFSCME.

4-7 Steward Recognition

- A. AFSCME stewards may take reasonable time off from work to provide representation for employee(s) as defined in Article 5-5 and shall email the supervisor with a copy to Employee Relations to notify supervisor of their planned absence at least two (2) work days in advance. Stewards, with the permission of their immediate supervisor, may be released with less than two (2) days notice, workload permitting.

AFSCME will provide the Office of Employee Relations with the names of ten (10) AFSCME representatives by October 15 of the year of this Agreement.

- B. AFSCME representatives shall be granted released time for the following activities:
1. Attendance to provide representation at grievance hearings or arbitration proceedings.
 2. When a District representative and/or designee has requested in writing for an AFSCME steward to be present.

4-8 Leave of Absence for AFSCME Business

An unpaid leave of absence shall be granted to no more than one employee for the purpose of serving full-time for AFSCME. Such leave shall be granted on an annual basis for up to two years.

4-9 AFSCME Stewards

AFSCME Stewards must use their personal/vacation leave time to conduct AFSCME business except in the following cases:

1. Attendance to provide representation at grievance hearings or arbitration proceeding;
2. When a District representative and/or designee has requested in writing for an AFSCME steward to be present.

4-10 Job Descriptions

By January 1 of each year, the District shall make available to AFSCME a job description for those classifications in the bargaining unit, including any additions made during the life of these Terms and Conditions. If additional classifications are identified during the term of these terms and conditions, or if the classification of a position changes, AFSCME shall receive written notification of the change.

4-11 Access

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

- B. AFSCME representatives shall not be denied access to worksites to talk with grievant(s) or witnesses during their lunch period or break times while investigating grievances.
- C. AFSCME representatives and officers shall be given the opportunity to make a presentation at all ~~custodial and/or driver/monitor~~ in-services ~~for members of the bargaining unit, and at any new employee orientations. The presentation time and content must be pre-approved by the District.~~
- D. The Union shall be invited to attend all regularly scheduled District employee orientations for members of the bargaining unit. At these orientations, the District shall provide the Union with a designated area to set up an informational table to meet with new bargaining unit employees and share information regarding this MOU and related matters. Any materials or handouts to be distributed to new employees must be provided to the Human Resources Department in advance.

ARTICLE FIVE

EMPLOYEE RIGHTS

5-1 Job Description

A description of duties for the specific classification shall be given to each new employee when hired or when an employee changes classification and shall be available to current employees in the Human Resources department upon request. Questions or clarification about specific duties associated with the job description should be addressed with the immediate supervisor and clarifying questions can be addressed by Employee Relations.

5-2 Official Personnel File

During the department's normal business hours, an employee, with or without an accompanying AFSCME representative, may review and copy (at reasonable cost) the contents of their official personnel file (microfiche and hardcopy) which shall be kept in the Human Resources Department.

Requests shall be processed through Human Resources. Each employee's personnel file shall contain all documents used in personnel actions and records of personnel actions involving the employee. An employee shall have the right to indicate, in writing to the Employee Relations Department, those documents in their personnel file which may be obsolete, inaccurate or otherwise inappropriate to retain. Upon receipt of the written request by the Employee Relations Department, said documents shall be reviewed by the District Superintendent or designee, and if determined by the Superintendent or designee to be obsolete, inaccurate, or otherwise inappropriate to retain, within thirty (30) work days they shall be destroyed. Such request must be made upon the form provided by the District Employee Relations Department.

- A. Letters of said request shall not be contained in an employee's personnel file after such a process is requested and completed.

- B. No memorandum of disciplinary incidents that are not classified as reprimands or suspensions shall be placed in the employee's personnel file.

5-3 Retention of Disciplinary Records

- A. At the request of the employee, a letter of reprimand shall be removed from their personnel file provided:
 - 1. The action leading to the reprimand, or any related action, has not been repeated in an eighteen (18) month period following the reprimand;
 - 2. No other letter of reprimand has been placed in their personnel file in an eighteen (18) month period following the reprimand;
 - 3. Any discipline issued as a result of physical abuse against a student shall remain in the employee's 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 AFSCME and TUSD has been received by the Office of Employee Relations. Removal is permitted after five (5) years at the request of the employee and provided no additional reprimands have been issued during this period.
- B. **Records of Suspension**

Records of suspension are not subject to removal from the employee's personnel file. After an employee has gone a period of two (2) years without additional discipline, employee may request a review by the District to determine if the suspension should be removed.

- 5-4 No derogatory material regarding an employee's conduct shall be placed in the personnel file unless the employee has been given the opportunity to review all material and an opportunity to indicate such review was completed by signing the documents. Signature shall not indicate agreement with the documents, only that a review has been completed. A written signed response to the materials may be completed by the employee within ten (10) days and this response shall be attached and placed in the personnel file. An employee may provide a representative with a signed, dated permission statement allowing a specific designated representative to have access to and copy (at a reasonable cost) the content of the employee's official personnel file. Such permission shall be for a specific duration of time with a fixed termination date never longer than ten (10) days from the date of the signed permission statement. All representatives shall process such statements through the Human Resources Department prior to access to the employee's official personnel file.

Grievance and materials related to grievance proceedings shall not be kept in the employee's personnel file. Exceptions to this shall be:

- A. Personnel Action Forms;
- B. Adjustments to issued reprimand letters;
- C. Copy of grievance settlement stipulation in lieu of a Personnel Action Form.

5-5 AFSCME Representation

Upon request, a member has the right to representation for the following:

- A. Grievance procedures;
- B. When receiving any disciplinary action;
- C. During the reclassification appeals procedure;
- D. For meeting(s) reasonably requested by the member on job-related concerns. Such requests shall not be unreasonably denied. Meetings on job-related concerns may be scheduled before, during or after the work hours.
- E. During an investigatory interview that may lead to discipline of the member, the member shall be responsible for arranging representation prior to the scheduled meeting. The District shall afford the employee three days from the date of notice to make such arrangements, should representation be desired by the member. Said meeting shall be conducted within a reasonable time period after making arrangements for representation, not to exceed 15 days from the date of notice.
- F. The District will notify AFSCME by email ~~or by telephone at (520) 571-8884~~ at least ~~forty-eight (48) hours~~ three (3) working days prior to any meeting in which a member will receive a reprimand or a suspension without pay or for ~~any- the purpose of conducting a~~ pre-termination hearing of a member. At the employee's request, the notice shall include the specific allegations.

5-6 Nepotism

Supervision, evaluation and the recommendation for hiring, retention, promotion, transfer, assignment, leave, salary, or discipline of an employee shall not be made by a member of the immediate family or an established person within the employee's household in accordance with Governing Board Policy GBEAA.

- 5-7 Employees shall have the right to be free from physical and/or verbal abuse, sexual and/or mental harassment, and racial, ethnic or derogatory and/or defamatory statements.

5-8 Political Action

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

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

An employee is forbidden, however, to use District property, supplies and/or materials at any time for any personal, political activity, or political efforts; and the employee may use

District property, supplies, materials, and work time only as necessary to complete assigned work.

5-9 Outside Employment

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

5-10 Video Cameras

- A. Surveillance equipment (including bus cameras, site cameras, and safety officer body-worn cameras) shall be used in accordance with Governing Board Policy ECAA to ensure health, safety, and property protection. Surveillance will not be used in areas where employees have a reasonable expectation of privacy nor used to monitor AFSCME activities. Video cameras may be utilized as a means to monitor employee performance and student behavior and for any other purpose consistent with Governing Board Policy ECAA—Security (Surveillance Cameras). The District shall maintain a log which tracks requests to review video surveillance.
- B. Surveillance footage shall not be used for routine performance evaluations, promotion decisions, or transfers, except where relevant to a thorough investigation of alleged employee misconduct. A TUSD representative will review videos only for legitimate business purposes. With employee's written consent, recordings may be utilized for training purposes.
- C. Material from video or audio recordings shall not be used in employee disciplinary action without prior notice to the employee. When a written accusation is made, the employee and their union representative shall be provided an opportunity to view relevant recordings prior to any formal disciplinary proceeding. In accordance with Policy ECAA, requests to view recordings must be submitted in writing within fifteen (15) calendar days of the event. Personal or identifiable information of students or other non-subject individuals may be redacted in compliance with privacy laws (e.g., FERPA). Representatives and employees may take notes during viewings. Material from a video will not be used in employee disciplinary matters without their first being notice to the employee. When a written accusation is made against an employee, the employee and a union representative will be provided opportunity to view relevant recordings. Personal information may be redacted to maintain confidentiality. The video is in no way meant to supplant or be in place of a thorough investigation, which should include statements from witnesses of the alleged event. A thorough investigation shall be completed within ten working days of the written complaint. Additional time may be required depending on the scope of the investigation or due to extenuating circumstances, including, but not limited to, a related law enforcement investigation.

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- D. ~~The video will not be used to monitor AFSCME activities.~~
- E. Video footage is a tool and shall not replace a thorough investigation, which includes witness statements and corroborative evidence. Investigations will be completed within ten (10) working days of a written complaint, unless scope or extenuating factors (e.g., law enforcement proceedings) require an extension. Surveillance devices will not be used to replace bargaining unit positions.~~Video monitoring devices shall not be used as a means to replace bus monitors on school buses.~~

5-11 Technology Access for Blue Collar Employees

- A. The District shall ensure that each school or work site provides bargaining unit members with access to a District- networked computer for District-related business. Access to the District computer shall be scheduled and approved by the site Administrator or their designee. Employees are expected to utilize this time efficiently and strictly for authorized District activities
- B. The District shall provide necessary training on the use of District-required technology systems, including email, work order systems, and online training platforms. Training shall occur during normal working hours and shall not be charged to the employee's personal or sick leave.
- C. To support professional development and administrative duties, the site Administrator shall designate an appropriate on-site location for computer use. This space shall provide reasonable quiet and privacy, allowing employees to effectively check District email, review assignments and updates, and complete online training.
- D. This section shall not be used to discipline any employee for lack of computer proficiency until the training required in subsection B has been provided.

5-12 Defense and Indemnification of Employees (Incorporation of Governing Board Policy GE)

- A. The District shall defend, hold harmless, and indemnify bargaining unit employees from and against any and all claims of civil liability for alleged acts, errors, or omissions of any nature, provided the employee was acting on behalf of the District and within the course and scope of their employment. This coverage includes civil litigation and administrative proceedings brought by licensing or regulatory authorities that affect a license necessary for the employee's duties. Joint representation by the District's Attorney or designated outside counsel will be provided at the District's expense to the extent permitted by Arizona law and ethical rules.
- B. Exclusions: Indemnification and defense shall not apply to:
 - 1. Claims or losses directly attributable to an act or omission determined by a court of competent jurisdiction to be a felony committed by the employee.

2. Claims or losses arising from a tort committed outside the scope and course of the employee's employment
 3. Any civil or criminal actions arising out of conduct unrelated to the employee's employment with the District.
- C. Employee Obligations: To receive these defense and indemnification benefits, the employee must strictly comply with the following:
1. Immediate Notice: The employee must forward every demand, notice, summons, or legal process received to the Legal Department within ten (10) days of service, and must also immediately inform their supervisor.
 2. Cooperation: The employee must fully cooperate and assist the District in the conduct of lawsuits, settlement conferences, and hearings, including attending all necessary meetings or trials.
 3. No Voluntary Payments: The employee shall not voluntarily make any payment, assume any obligation, or incur any defense expense without prior authorization from the Legal Department.
- D. Independent Counsel: Employees retain the right to hire independent civil defense counsel at their own sole expense. Doing so does not relieve the employee of their obligation to cooperate fully with the District's defense.
- E. Legal Limitations: In alignment with Policy GE, nothing in this section shall be construed to impose any additional liability upon the District, nor shall it impair any legal defense available to the District or its employees under the law.

ARTICLE SIX

NEGOTIATIONS

- 6-1 A. Should either the District or AFSCME desire to reconvene negotiations for a subsequent Memorandum of Understanding, they shall serve upon the other, no later than February 1 of each year, written request for reconvening as well as submission of issues for negotiation. Upon receipt of such a request, the negotiation process shall begin no later than March 15 of each year.
- B. Release time for Negotiations:
There shall be no more than six (6) negotiating team member representatives. The members designated by AFSCME shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with The District.

ARTICLE SEVEN

JOINT COMMITTEES

7-1 The following joint committees shall meet for the balance of the contract duration:

A. Labor Management Committee

A labor management committee shall be formed covering departments affected by this MOU for Blue Collar Employees and shall continue in effect for the term of this MOU. This committee shall consist of up to seven (7) employee members designated by AFSCME and up to seven (7) employee members designated by the District.

The Labor Management committee shall meet on a quarterly basis on Mondays at 10:30 am at a place designated by Employee Relations or more often as needed by mutual agreement.

The purpose of these meetings shall be to discuss problems, interests and objectives of mutual concern not involving grievances or other collective bargaining subjects.

B. Professional Development Committee

Two (2) employees selected by AFSCME and two (2) employees selected by the District shall commence meeting no later than October 1 each year, to review course descriptions for Professional Development opportunities that do not cost any money, do not directly relate to the employee's job, and that can be made available to employees on a voluntary basis, outside of work hours, at no cost to the employee, and for which the employee does not perform any productive work during such attendance.

C. Health and Safety Committee

TUSD and AFSCME shall recognize the health and safety committee as a joint committee between the parties and shall follow the guidelines as set forth in Article 21-10 of this document.

7-2 AFSCME and the District as covered entities shall comply with all regulations as specified in the Americans with Disabilities Act (ADA).

ARTICLE EIGHT

WAIVER MEET and CONFER

8-1 The District and AFSCME agree that this MOU constitutes the entire agreement between the parties for its duration. The parties further agree to establish a joint "Meet and Confer" process to discuss matters of mutual concern, whether or not referred to or covered in this MOU, that may arise during the term of this MOU. These discussions shall be informal and collaborative in nature and shall not be considered formal bargaining. ~~During the term of this MOU for Blue Collar Employees, AFSCME and the District expressly waive and relinquish the right to negotiate with each other and neither party shall be obligated to negotiate with each other with respect to any subject or matter whether or not referred to or covered in this MOU for Blue Collar Employees, except as specifically provided in this MOU for Blue Collar Employees or by mutual consent of the parties.~~

ARTICLE NINE

NO STRIKE

- 9-1** AFSCME hereby agrees that neither it nor its members, officers or representatives shall initiate or support any strike, slowdown, or refusal to perform assigned duties by members of the bargaining unit. AFSCME and its officers and representatives shall do everything reasonably within their power to end or avert the same. This provision shall be in effect during the term of this MOU for Blue Collar Employees.

ARTICLE TEN

DURATION OF MEMORANDUM OF UNDERSTANDING FOR BLUE COLLAR EMPLOYEES

- 10-1** Unless specified otherwise in this MOU, the provisions of this MOU for Blue Collar Employees shall be effective the first day following ratification by the Governing Board of Tucson Unified School District, and shall remain and continue in effect through the thirtieth day of June 202~~84~~.
- 10-2** By mutual written consent of both parties, this agreement may be opened for amendment. Any written request for amendment shall contain a detailed statement of the desired contractual change as well as the reason for the change. Such requests shall then be scheduled for discussion as soon as practicable for both parties. If the parties cannot reach an agreement on the requested changes, then the present terms and conditions of this agreement shall remain in full force and effect.
- 10-3** The parties mutually agree to open article(s) which have financial impact annually.

ARTICLE ELEVEN

ENTIRE AGREEMENT

- 11-1** This MOU constitutes the sole and entire existing terms and conditions between the parties and supersedes all previous agreements between the District and AFSCME or the District and any of the covered employees.

ARTICLE TWELVE

GRIEVANCE PROCEDURE

- 12-1** The District and AFSCME acknowledge that it is usually most desirable for an employee and the immediate supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed. This article provides members with a process for review of certain complaints; to assure fair and equitable treatment of all employees and, to provide a timely, orderly procedure to handle grievances.
- 12-2 Level One**
An employee with a complaint (grievance) must first present it orally and informally, with or without the presence of their representative, to the grievant's immediate supervisor within fifteen (15) days from the occurrence of the alleged violation, or fifteen (15) days from the time the alleged violation is known to the grievant. Said meeting shall be held within five

(5) days of the grievant's request. The supervisor shall render an oral decision within five (5) days after the meeting is held and there shall be no written response at this level.

12-3 Level Two

If resolution is not reached by means of the informal complaint procedure, the grievant shall have ten (10) days from the date of the supervisor's decision to file a written formal grievance. Formal grievances (which may be presented directly by the grievant or through the AFSCME representative) shall be filed as follows:

- A. Schools to the principal or the designee;
- B. All others to the department head or the designee.

A written grievance shall include the following:

1. A synopsis of the facts giving rise to the alleged violation or misinterpretation, including appropriate dates.
2. The specific section of this MOU for Blue Collar Employees which has been allegedly misinterpreted or allegedly inequitably applied. And as to Levels Two and Three (but not Level Four) of the grievance procedure it may contain the policy, past practice, rule or regulation, if applicable, which has been allegedly misinterpreted or allegedly inequitably applied.
3. the relief requested.
4. Signature of the Grievant and the date it is submitted.

Within ten (10) days after receiving the written claim of grievance, the department head/principal or designee shall state the decision in writing and forward it to the Superintendent or designee, AFSCME, the employee and representative, if any.

12-4 Level Three

- A. Within seven (7) days after receiving the written decision of the department head/principal or designee, the grievant may, either in person or through the representative, submit a written appeal of the department head/principal or designee's decision to the Director of Employee Relations, through their department head/principal or designee. Said appeal shall be accompanied by copies of the original written claim of grievance and the department head/principal or designee's written decision, if rendered, and shall state specific objections to that decision. The Director of Employee Relations shall investigate the claim, evaluate the evidence, and within twenty (20) days after receiving the written appeal schedule a hearing, and within ten (10) days after the hearing, state in writing a decision. All parties must provide copies of any and all documents to be presented for consideration by the hearing officer at the Level III grievance hearing to the Director of Employee Relations by the close of business on the day prior to hearing. AFSCME shall receive copies of all grievance decisions made as a result of hearings without AFSCME representation. Such decisions shall not be used by either party as precedent in future grievances.
- B. At the request of both parties, and as a supplement to the Level III hearing, a federal mediator may be used under the following conditions:

1. All parties must sign the petition of agreement to use a federal mediator (Appendix V);
2. Mediation will be administered according to the Federal Mediation and Conciliation Services;
3. Mediator has no authority to compel a settlement, but may offer advisory opinions;
4. It is not mandatory to reach a settlement;
5. Either party may withdraw from the proceeding at any time;
6. The grievant may attend all sessions;
7. Rules of evidence do not apply;
8. All discussions are confidential;
9. All discussions used during mediation are not admissible in a subsequent arbitration hearing.

12-5 Level Four - Arbitration

Only grievances arising out of an alleged misinterpretation or alleged violation of the express terms of this MOU for Blue Collar Employees may be submitted to Level Four and only on petition of AFSCME. If the response of the third level does not result in resolution of the grievance, AFSCME on behalf of the grievant may invoke the Level Four procedure within fifteen (15) days of the receipt of the Level Three decision.

AFSCME and the District shall mutually agree on an arbitrator.

- 12-6** If AFSCME and the District cannot agree on an arbitrator, Federal Mediation and Conciliation Services shall be asked to provide a list of seven (7) arbitrators with public sector experience. The arbitrator shall be selected by AFSCME representative and the Superintendent's designee by alternately striking the names on the list, with District and AFSCME alternately first from arbitrator to arbitrator. The remaining name shall serve as the arbitrator.

- 12-7** All costs of the arbitration shall be borne equally by the District and AFSCME.

- 12-8** The arbitrator shall conduct a hearing, investigate the claim, evaluate the evidence and within thirty (30) calendar days render a decision to the Board which shall be advisory.

The arbitrator shall be bound by the following:

1. An arbitration decision shall neither add to, detract from, nor modify the language of this MOU for Blue Collar Employees.
2. The arbitration decision shall expressly be confined to the precise issues submitted by the parties. The arbitrator shall have no authority to consider any other issue not so submitted.

- 12-9** The decision of the Governing Board regarding the arbitration recommendation shall be submitted by certified mail to the grievant and the AFSCME representative at the last known mailing address. Said notice shall be mailed no later than three (3) working days following the Board's decision.

12-10 Computation of Time

Included in any time period specified within this Article which is ten (10) days or less, Saturday, Sunday and holidays shall not be computed in the time period specified. Any time period in excess of ten (10) days will be calculated as calendar days.

12-11 Time Limits

Failure at any step of this procedure to communicate a decision to the grievance by management within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step to appeal the 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.

12-12 Non-Discrimination

No reprisals shall be taken by the District or AFSCME against a grievant or witnesses because of participation in the grievance procedure.

12-13 Forms

Forms for filing grievances shall be prepared by the District in consultation with AFSCME.

12-14 Hearings and Decisions

At each of the levels of the grievance procedure the grievant and their representative shall be given a reasonable opportunity to be heard. All decisions beginning at Level Two shall be in writing and shall include supporting reasons. Two copies of all decisions and recommendations shall be promptly furnished to AFSCME, and/or the grievant's representative, if any. AFSCME (or representative) shall be responsible for furnishing such written decision/recommendation to the grievant.

12-15 Employee Participation in Grievance Process

Grieving employees shall receive their regular rate of pay for any part of their workday spent in the following grievance related activities:

A. Attending scheduled grievance hearings;

B. Attending arbitration hearings.

12-16 Payment

Grievant(s) and a reasonable number of employee witnesses who testify orally at scheduled hearings or arbitration hearings shall receive their regular rate of pay for any part of their workday spent testifying.

Employees shall be released from their work duties only for the time necessary to testify and are expected to return to work immediately upon being released from the hearing.

The Employee Relations Office must be notified at least two (2) days prior to the scheduled hearing in order to arrange released time for the grievant(s) and/or witness(es). Witnesses, with the permission of their immediate supervisor, may be released with less than two (2) days notice.

12-17 Information Access

AFSCME and its representatives shall not be prohibited from contacting the District to discuss matters of administrative policy and procedures as they relate to wages and terms and conditions of employment.

12-18 Group Grievance

If, in the judgment of AFSCME representative, the grievance affects a defined group of employees, AFSCME may pursue the grievance at Level Three. Prior to filing the written Level three grievance, AFSCME shall first present the grievance orally to the Director of Employee Relations in accordance with the Level one provisions.

12-19 Non -Member Employees

Non-dues paying employees shall report alleged violations of this document to the Office of Employee Relations. In no event shall an agreement between the employee and TUSD's Office of Employee Relations alter the terms and conditions of the MOU for Blue Collar Employees.

ARTICLE THIRTEEN

NON-DISCIPLINARY ACTIONS, DISCIPLINE and DISMISSAL FOR CONDUCT

13-1 Rules

- A.** Violations of the rules, regulations or policies of the Governing Board or of state and federal laws may result in disciplinary action which shall be in accordance with these rules.
- B.** The Governing Board or designee(s) reserves the right not to discipline an employee for a violation of the rules, regulations or policies of the Governing Board.
- C.** An employee 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 employee'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.

13-2 Non-Disciplinary Action

Supervisors will utilize non-disciplinary action as a means to counsel and instruct employees 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 employee 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 employee that there may be a need to take further disciplinary action should the conduct continue or repeat.
2. When an employee 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 employee, 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 employee's file(s) in the six-month period following the letter of direction.

13-3 Progressive Discipline

- A. The District shall use progressive discipline as a means to identify and correct problems. Progressively more severe penalties may be imposed when related offenses are repeated. This does not require that each penalty be more severe than the immediate preceding one regardless of the offense involved. Progressive discipline encourages supervisors to informally counsel and instruct employees 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. Employee is charged by criminal complaint, information or indictment of any criminal offense which would be deemed cause for dismissal.
 2. The employee's 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 employee, the employee may appeal by filing a grievance at Level III to the Employee Relations Department within ten (10) days for reprimand and 30 calendar days for suspension.
- E. Any discipline of an employee by a supervisor, shall be conducted in private. No employee shall be reprimanded and/or disciplined in the presence of pupils, parents, other employees or the public.

13-4 Letters of Reprimand

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

13-5 Suspension

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

13-6 Pre-Termination Hearing

Prior to termination for misconduct, a pre-termination hearing will be held. The employee will be notified in writing that the employee 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 employee and the Human Resources Department. If termination is

initiated, this decision will be communicated to the employee by U.S. mail. The employee will be paid through the date of termination (which shall be no earlier than the day following the hearing) as specified in the letter.

13-7 Termination

If the decision is to terminate the employee, the decision will be communicated by U.S. mail. The employee will be paid through the termination date which shall be no earlier than the day following the Pre-Termination Hearing. Termination can be appealed by filing a grievance directly at Level III to the Employee Relations Department within ten (10) days of the date of the mailing, plus two days. The 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 employee receives a disciplinary action they do not agree with, the grievance process may be utilized to achieve a fair and impartial outcome.

13-8 Written Reprimand Retention

At the request of the employee, 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 employee's 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 AFSCME and TUSD has been received by the Office of Employee Relations. Removal is permitted after five (5) years at the request of the employee and provided no additional reprimands have been issued during this period.

13-9 Participation

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

ARTICLE FOURTEEN

EVALUATION

14-1 Employees shall be evaluated at least annually by their supervisors.

14-2 Performance management informal meeting/counsel – if performance deficiencies exist, management shall have informal and formal discussions with the employee in order to improve performance that meets both the individual's and the district's objectives. There shall be documentation of such meetings signed by the employee and the supervisor.

ARTICLE FIFTEEN

RECRUITMENT/SELECTION PROCESS

15-1 Substitutes - It is not the intent of the District to use substitutes in place of filling vacancies. The intent is to use substitutes as fill-ins for absent employees, extra needed work, and situations where a substitute assignment can save the District over-time expenses. The list of substitutes shall be made available to AFSCME upon request.

15-2 Temporary Employees - Temporary employees hired into a regular position shall have their temporary service applied to the completion of their probationary period, provided there is no change in classification or worksite. The six (6) month period may be extended to twelve (12) months for temporary employees filling a position for an employee on a leave of absence. However, the temporary period shall not be included as part of the employee's bargaining unit seniority.

15-3 Job Vacancy Notices

It is recognized that all position vacancies within the bargaining unit, except entry level positions, may represent a promotional opportunity for some bargaining unit members. Therefore, in recognition of the fact that the District encourages internal promotions/transfers in pursuing its intent to hire the best qualified person, the following procedures shall apply in filling all vacancies within the bargaining unit.

Human Resources shall post notices of all vacancies on the District website.

Human Resources shall make assistance available to persons requesting it to complete the online application process.

During job fairs only, sites shall have the ability to offer on the spot hiring.

All vacancy notices shall be posted for at least:

- A. Five (5) days prior to closing when regular school is in session.
- B. Ten (10) days during the time regular school is not in session.

15-4 Promotion /Transfers/Voluntary Demotion

- A. An employee wishing to apply for a promotion, transfer, or voluntary demotion, shall follow the application process as provided in 15-5 and shall be interviewed for the position if eligible. No employee voluntary transfer request shall be denied arbitrarily or capriciously.
- B. To be eligible to compete for a promotion, transfer, or voluntary demotion, an employee must have passed the initial and/or promotion probation period of their current position. Employees cannot be on an active plan of improvement or have pending discipline.
- C. The new wage rate for a promoted employee shall be commensurate with the level of experience and the position responsibilities but shall not be less than a 5% increase.

- D. An employee that has voluntarily demoted through the application process, shall be placed in the new grade and classification based on the Human Resources salary placement guidelines for experience credit.

15-5 Application

- A. Any employee meeting the required minimum qualifications may apply for a vacancy by submitting an application to Human Resources on or before the advertised closing date.

15-6 Candidate Selection

All ~~employees who apply and meet the posting criteria, shall be forwarded minimally qualified applicants will have their applications referred to the hiring official authority along with any other candidates who meet the same requirements. The hiring official then may further screen the applications based upon advertised or preferred requirements or by criteria approved by Human Resources.~~ Upon the request of an applicant who was not referred for interview, Human Resources will provide ~~to~~ that individual the justification for the applicant's exclusion from the interview process.

15-7 Interview Process

- A. The candidates shall be interviewed by a District appointed committee composed of a gender and ethnically diversified committee of at least three (3) persons:
 - 1. The immediate supervisor (Chairperson).
 - 2. One employee in the interview committee must be a member of the Blue Collar Employee Classification. Preference shall be given to an AFSCME Local 449 union member assigned to the site holding the interviews.
 - 3. A non-administrator/staff member (for a school site vacancy), or an additional non-supervisory employee from the non-school site/department in which the vacancy occurs.
- B. An immediate supervisor (chairman of the interview committee) who is aware that a grievance has been filed prior to the interview process shall notify each candidate interviewed that the vacancy is under protest.
- C. All interview questions or applicable skills test shall be job-related and approved in advance by Human Resources in consultation with the Department Head.
- D. Based on results of the interview and other applicable factors, the interview committee chairperson shall forward the name of the applicant being recommended for hire to the hiring authority for further consideration. No selection process shall be considered complete until Human Resources has reviewed the process and validated the selection. It is understood, however, that the Board shall have final review and approval for all employment appointments.

- E. The interview questions and final overall scores shall be made available for review to an employee or their representative in preparation for Level Two grievance proceedings. The employee may be charged a reasonable rate for copies of documents provided.

ARTICLE SIXTEEN

RECLASSIFICATION

16-1 Purpose

The purpose of a reclassification is to review the duties and level of responsibilities of a position.

16-2 Procedure

- A. An employee who feels that their duties have undergone a significant change in the kinds of duties and level of responsibility shall submit a request for review of their position by filling out a Position Analysis Form available from the Human Resources Department.
- B. If the Human Resources Department performs an independent position audit, the employee may also appeal the allocation as defined in below.
- C. An employee-initiated classification review shall not be conducted more than every two years.
- D. This Article does not apply to, nor shall there be any review of the District's decision regarding the definition of classification, the assignment of a classification to a pay grade, and the definition of the wage scale and compensation. Those matters are of sole discretion of the District.

- 16-3** Within twenty (20) days of receipt of the analysis form, Human Resources shall inform the employee of receipt. A meeting shall be scheduled within thirty (30) days of notification to review their classification. The review may include but not

be limited to:

- A. Position Description Questionnaire;
- B. Interviews;
- C. Work Observation.

16-4 Appeal

If the employee disagrees with Human Resources' determination, they shall within twenty (20) days appeal the determination by corresponding with the Chief Human ~~Resources~~ Capital Officer specifically stating the reasons for an appeal. The Chief Human ~~Resources~~ Capital Officer shall refer the appeal to the Classification Appeal Board composed of two (2) members appointed by the District and one (1) member appointed by AFSCME.

However, no District appointee who has conducted the evaluation in the reclassification shall serve as a voting member on the appeals committee. The Appeal Board shall review the appeal and within thirty (30) days of its receipt render a decision to the Chief Human Resources Officer. The Chief Human ~~Resources~~ Capital Officer shall, within ten (10) days

of the Appeal Board's recommendation, correspond with the appealing employee informing the employee of the final decision.

| The final determination by the Chief Human ~~Resources~~-Capital Officer is not subject to any other appeals or grievance procedure contained herein.

- 16-5** Classification seniority shall be set at the date the reclassification is approved and the employee is notified of that date. However, employees hired prior to 7-1-88 shall retain the classification seniority as set in previous reclassifications.

ARTICLE SEVENTEEN

INVOLUNTARY WORK ADJUSTMENT

17-1 Involuntary Site Transfer - All Employees

If it becomes necessary for the District to involuntarily transfer an employee due to staff reduction at a worksite or site closure, the employee having the lowest seniority in the affected classification at that particular site shall be transferred by the Human Resources Department to a vacancy at another site in the same classification. There is no guarantee that the employee shall retain the same number of months, hours, shift or days of work when transferred. Under no circumstances shall an employee be assigned to a position of less than four (4) hours per day.

Personnel involuntarily transferred shall be given priority for placement before positions are filled by any other methods. In the case where more than one (1) person is involuntarily transferred, the most senior employee in the classification shall have preference in placement. Each subsequent employee shall be given the same opportunity until the last person with the lowest classification seniority is reassigned to the last vacant position. If an involuntary transfer within the same classification is not available, the employee shall be referred to the District website to view available vacancies.

Personnel transferred from a site because of staff reduction shall be given priority in returning to the previous site and shift if a vacancy in the same classification occurs. The Human Resources Department shall be responsible for generating computerized listing(s) to include the employee(s) by name, worksite, classification job code, classification seniority, hours per day.

Transfer shall not be used as a substitute for evaluation or as a disciplinary measure. Transfer in no way reflects on the competency or the qualifications of any employee transferred for any reason.

17-2 Temporary Involuntary Site Transfer

If it becomes necessary for the District to involuntarily transfer an employee on a short term temporary basis, the District shall identify employees throughout the District that can be transferred. Each site administrator shall submit a list to the Human Resources Department with the name(s) of employee(s) that can be transferred. Employee(s) shall then be notified by the Human Resources Department when a transfer is to be made and the length of time of the transfer.

17-3 Summer Maintenance

During the summertime when regular school is not in session, employees may be assigned to work in teams to facilitate preparation and maintenance of school facilities. Daily assignments shall be provided by Facilities Management staff, and employees affected shall be considered as District-wide teams with no home base assignment. Summer assignments are not transfers.

Mileage reimbursements shall be issued in accordance with Governing Board Regulation EEB-R1.

For each actual day worked in the teams, each elementary and middle school employee shall receive \$2.00 per day additional compensation.

17-4 Reduction of Bargaining Unit Classification

- A. If the economic and efficient operation of the District makes it necessary to eliminate whole or part of a classification within the bargaining unit, the employees within the affected classification shall be permitted to select a vacated position in a classification previously held within the bargaining unit by exercising district seniority. Once an employee has returned to such a classification, only the amount of time served in the classification may be used for bidding within the classification.
- B. If the employee affected by the classification reduction had no other employment with TUSD, then the employee shall be transferred to a position vacated through attrition in either a comparable classification or a classification in which the employee meets minimum qualifications. However, under no circumstances shall the employee be assigned to a classification that would result in a promotion. When the employee's classification is changed to a lower grade, the employee shall be placed at the step which is equivalent to the current rate of pay in the old classification or frozen at their current rate of pay in the same classification (red-circled) for a period not to exceed three (3) months. In the event there is more than one employee competing for positions as a result of involuntary placement then District-wide seniority shall be utilized in determining District seniority preference for placement, but District-wide seniority may not be used in bidding within the new classification.
- C. Employees transferred in the processes described above are not guaranteed the same number of months, days, hours or shift in the new vacant assignment.
- D. Employees who have been involuntarily transferred from a classification shall have the right to return to that classification in inverse order of their involuntary transfer for two years from the effective date of the transfer. If this right is not exercised when offered by the District, the return right shall terminate.

17-5 Involuntary Demotion

When an involuntary demotion is initiated by the District, the employee shall be placed in an available vacancy for which the employee meets the minimum qualifications.

When the employee's classification is changed to a lower grade resulting in a loss of pay, the employee shall be frozen at their current rate of pay from the old classification (red-circled) for a period not to exceed twelve (12) months. Following the term of red-circle, the employee will be placed at the equivalent step in the new pay grade.

ARTICLE EIGHTEEN

LAY OFF

18-1 Procedure

- A. If it becomes necessary to reduce the work force of any classification in the bargaining unit, temporary probationary employees occupying the affected classes shall be laid off first. Order of layoff of part-time and full-time employees shall be in the inverse order of classification seniority within the affected classification. For the duration of this agreement, no employee hired before ~~August 16, 2003~~ June 30, 2013, shall be subjected to lay-off provided employee is in good standing with the District. Good standing shall mean no reprimands in personnel file and no pending discipline.
- B. The District shall notify AFSCME and affected employee(s) of a layoff as far in advance as possible, but at least ~~two (2) weeks in advance~~ thirty (30) calendar days in advance. During such periods, if an employee exhausts accrued leave, they may request up to five (5) days of unpaid excused leave to seek future employment. Approval of this unpaid leave is subject to workload demands and approval of the employee's immediate supervisor.
- C. Before a position within any classification is filled by a new employee, laid off employees in those classifications shall be recalled in order of their classification seniority.

18-2 Recall

- A. Temporary assignments shall be offered to qualified laid off employees with recall rights, in order of classification seniority, before any other person is offered a temporary assignment within the affected classification.
- B. An employee who is recalled from layoff shall be notified by certified mail at their address on file in the Human Resources Department. The employee is responsible for maintaining a current address in the Human Resources Department. If the employee does not contact the designated Human Resources representative within five (5) working days of the date of postmark on the recall notice, they shall be considered to have resigned from the District and lose all recall rights. If the employee accepts the offer of recall, employee shall be available to work within ten (10) days of acceptance. An employee who accepts another position within the District at a higher pay classification than the one from which they have been laid off shall be deemed to have no further interest and shall not be considered for recall to their previous position.
- C. Individuals shall retain recall rights equaling the length of service to a maximum of two (2) years from the day of layoff. Individuals recalled shall have a date of hire and bargaining unit seniority as if they were not laid off. If, however, the individuals on

layoff are not recalled within the eligibility time, their employment with TUSD shall be terminated and the District shall not be obligated to provide seniority as defined above if hired into a different classification at a later date.

18-3 Insurance Coverage and Continuation

When recalled employees return to work, all benefits including the pay step held at the time of layoff shall be reinstated and shall become effective the first day of the month after recall. While on layoff status, an employee shall be allowed to participate in the COBRA insurance programs at the employee's own expense.

ARTICLE NINETEEN

HEALTH EXAMINATION

- 19-1** When the District determines that an employee's health condition (mental or physical) may be impairing their job performance, the immediate supervisor, the site administrator (or equivalent position), Assistant Superintendent (or equivalent position), with the concurrence of the Human Resources Department may, with just cause, direct the employee to have a health examination at District expense. Employees shall be given a copy of the directive which shall state the reason(s) for such examination. Following the examination, results shall be sent by the Human Resources Department to the employee and immediate supervisor.

19-2 Licensing Requirements

- A.** It is the responsibility of all TUSD employees to meet any ongoing requirements needed to maintain the license or credential required for their position. TUSD will provide reasonable paid time for employees to take the required agility tests provided by TUSD and required for renewal of their license or credential.
- B.** In the unlikely event that a district employee fails to renew the respective licenses or credential prior to its expiration, the employee will be responsible for all cost to obtain the necessary renewal or recertification. Paid time will not be authorized for activity required to obtain recertification.

ARTICLE TWENTY

LINES OF SUPERVISION PROCEDURE

- 20-1 A.** The District shall make each employee of the Blue Collar bargaining unit primarily responsible to only one person for the purpose of supervision and evaluation.
- B.** When Lines of Supervision change due to reorganization within the District, the District shall notify AFSCME and post a current copy for employees to review at affected sites.
- C.** The District or AFSCME may request a meeting to review proposed organizational changes upon thirty (30) days written notification.

ARTICLE TWENTY-ONE

HEALTH and SAFETY

- 21-1** Occupational health and safety are the mutual concern of the employer, AFSCME and the employee. AFSCME shall cooperate with the employer in encouraging employees to

observe applicable safety rules and regulations. The employer and employees shall comply with applicable federal, state, and local safety laws, rules and regulations.

21-2 Personal Protective Clothing and Equipment

All personal protective clothing and equipment required by TUSD to preserve the health and safety of employees shall be furnished and maintained by TUSD without cost to employees. If personal protective equipment is provided for District employees, employees shall be required to use it. Failure to do so may result in disciplinary action in accordance with Article 13.

21-3 Unsafe Conditions

All employees shall promptly report unsafe conditions related to physical plant, tools, and equipment to their supervisor. If the supervisor does not abate the problem, the matter should then be reported to Risk Management. In such event, the employee shall not be disciplined for reporting these matters. Risk Management shall attempt to abate the problem or shall report to the employee or their representative in five (5) days or less the reason(s) why the problem cannot be abated in an expeditious manner.

No employee shall be required to operate equipment that any reasonable operator in the exercise of ordinary care would know might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of their failure or refusal to operate or handle any such unsafe piece of equipment. In the event a disagreement arises between the employee and the supervisor concerning the question of whether or not a particular piece of equipment is unsafe, Risk Management shall be immediately notified and the employee shall not be required to operate the equipment until the Risk Management has inspected said equipment and deemed it safe for operation.

Employees confronted with an alleged unsafe situation must assure the health and safety of themselves and the persons entrusted to their care, or for whom they are responsible, and the general public by performing their duties according to TUSD health and safety policies and procedures or industry-approved safe work practices.

When an unsafe condition is identified or when buildings are closed because of emergencies, unsafe, or hazardous conditions, employees may be temporarily transferred to different locations until such time as the emergency or condition is rectified. No employee shall suffer a loss of pay resulting from such emergencies or conditions.

21-4 Vehicle Repair/Cleaning

A. When a District vehicle is in need of repair, the immediate supervisor shall indicate the needed repairs on the Request for Repair Form. The original of the form shall be forwarded to the auto shop along with the vehicle; the copy of the Request for Repair Form shall be retained in a repair book maintained by the immediate supervisor and available for review by the employee for a period of thirty (30) days. Vehicles which require immediate repair shall be dispatched for service. The driver shall be required to complete the Request for Repair Form. If a mechanic is dispatched, the mechanic

shall complete the repair form. A copy shall be placed in the maintenance repair log and a copy given to the immediate supervisor.

- B. All departments shall provide adequate supplies and equipment to clean District vehicles.

21-5 Right to Know About Hazardous Materials

- A. All employees shall have access to information on all hazardous materials in the workplace pursuant to current OSHA regulations. Employees shall receive the full four-hour Hazardous Communication Right to Know Training, with a follow-up refresher course every three years, and shall have access to information on all toxic substances in the workplace, pursuant to current OSHA regulations. Employees will be given informational training on any new or different chemical introduced into the workplace.
- B. All new employees shall receive Hazardous Communication/Right to Know training conducted by AFSCME and TUSD within twenty working days of their date of hire.

21-6 Video Display Terminals

The employer shall make every effort to schedule at least fifteen (15) minutes away from the video display terminal (VDT) every two (2) hours for those employees who work for periods of time in excess of two continuous hours at video display terminals, if applicable.

21-7 Asbestos

TUSD shall continue to comply with AHERA.

21-8 Concern for Pregnancy Hazards

Upon presentation of a doctor's certificate that the working environment or job requirements constitute a definable hazard, TUSD shall make a good faith effort to provide alternative, comparable work and equal pay to a pregnant employee.

21-9 Communicable Diseases

Employees identified in the TUSD Exposure Control Plan will be offered Hepatitis B vaccinations at District expense.

21-10 Health and Safety Committee

- A. This committee shall be comprised of at least four (4) representatives appointed by the employer, and five (5) employees from four different job classifications from various departments and/or sites including but not limited to Transportation, School Safety, Custodial Services, Facility Maintenance and other bargaining units within The District. If necessary to ensure diversity of Blue Collar Employees on the committee AFSCME may appoint members. The District may appoint additional committee members for their side if they desire. The Employee Relations Director shall ensure release time for participants. No more than two (2) AFSCME appointees shall be from the same site/department. Four (4) of AFSCME appointees shall be other than AFSCME stewards unless no other blue collar employee is available. The committee

shall be chaired by The Director of Risk Management and an AFSCME representative appointed by the division chair.

- B.** The general responsibility of the committee shall be to assist in providing a safe and healthful work place by recognizing and recommending abatement of any unsafe or hazardous equipment, conditions, policies and/or practices in the work place. The committee's charge shall be:
1. To meet on a monthly schedule;
 2. To arrange for inspections of reported hazards;
 3. To review summaries of all accident and illness reports and lists of toxic materials;
 4. To promote health and safety education;
 5. To define policies and procedures for a safe work place and to reduce the risk of injuries to employees;
 6. To make recommendations on the policy to be followed on notifying employees of communicable diseases in the work place;
 7. To define procedures for the provision of first aid kits at sites and in vehicles;
 8. To recommend positions for receiving first aid training and CPR training, level of training, and frequency;
 9. To study and make recommendations for practices and procedures to minimize situations where employees are required to work alone in potentially hazardous areas.
- C.** Members of the Health and Safety Committee can attend one inspection per semester, and shall be allowed paid time off from their regular work while performing committee duties. Members shall also be allowed paid time off for training related to health and safety, if such training is provided by the District.

21-11 Duty to Report Injury

All employees who are injured or who are involved in an accident/incident during the course of their employment shall file an accident/incident report on forms furnished by the employer, no matter how slight the accident/incident.

21-12 Water and Restroom Facilities

Safe drinking water shall be provided to all employees. Employees shall have access to restroom facilities in close proximity to their place of employment.

21-13 Lounge Area

Employee lounge areas shall be maintained by the employer and made available to all employees.

21-14 Entry to Buildings During Emergencies

No employee, except for School Safety Personnel or personnel who volunteer to, shall be required to re-enter a building that has been evacuated until said building is cleared by appropriate authority. Evacuation could include, but is not limited to, fire, bomb threat,

chemical release, intruder or any other cause for evacuation. This does not include fire drills.

21-15 Custodial Duties

- A. Custodians shall not be required to work more than eight feet from the ground without the proper training and safety assistance to be provided by the District. Only trained Facilities employees will operate the boom or bucket trucks.
- B. Custodians shall not be required to remove any animal carcasses or waste outside their assigned building. Animal Control will be contacted when there is an immediate health risk to students, employees, or the public.
- C. TUSD will ensure each school will be provided with the appropriate personal protective equipment for the job and the training to properly use it and keep all concerned safe and healthy. It is the responsibility of the custodian to ensure that the equipment is on-hand and available at the site.
- D. If a custodian is required to fulfill a duty that is determined to be outside of their classification, they will be compensated with out-of-class pay as per article 31-5.

21-16 High Voltage

Whenever an employee must work with 277 volts or higher and it cannot be safely de-energized, two (2) journeymen must be present.

ARTICLE TWENTY-TWO

WORK SCHEDULE

- 22-1** The supervising site administrator shall meet prior to the opening of school, at the beginning of winter break, and at the close of school with the site maintenance personnel to review work schedules. Facilities Support Services staff and AFSCME, may request to review and revise, if necessary, the work schedules to ensure job duty equalization at the site.

22-2 Workload Equalization

Upon request of AFSCME, the District shall provide a list of assignments, hours and worksite. It shall be the goal of the District to equalize the workload within a work site.

Bargaining unit personnel shall be given five (5) days notice of any scheduled functions to allow rescheduling of normal duties to accommodate the extra load. If a site administrator/supervisor is unable to give sufficient notice they shall re-adjust the normal work schedule to accommodate the extra load.

A. Shift/Hour Change

When it becomes necessary to change an employee's shift and hours, the employee in the affected classification who volunteers for the shift change shall be rescheduled. If more than one (1) employee volunteers, the most senior shall be reassigned. In the event that no employee volunteers, the least senior employee in the classification shall be rescheduled.

B. Flex Time

With prior supervisor approval, employees may flex their work schedule to address incidental variations of the daily work assignment or permit flexible starting and ending times.

22-3 Paid Duty Days for Professional Development

All regular full-time and part-time bargaining unit employees shall be scheduled for a minimum of two (2) days per year for in-service training, professional development, and mandatory safety training. A good faith effort shall be made for trainings to be held in person.

22-4 Summer Work Assignments

A. Work Determination and Notice: As early as practicable but no later than two (2) weeks prior to the last day of the school year, the District will provide a list of preliminary available summer positions, including hours, pay step, duration and location. In addition, this notice will outline the summer work application process, including relevant application deadlines. The District will also provide the current bargaining unit seniority list.

B. Seniority in Summer Bidding: For summer work assignments, seniority shall be calculated based on bargaining unit seniority (Article 1-2). Transportation employees shall continue to use department seniority for summer driving assignments as provided in Article 23-4, but for all other summer work, bargaining unit seniority shall apply.

C. Equipment and Supply Guarantee: The District shall provide all necessary equipment, supplies, and personal protective equipment for summer work assignments. No employee shall be required to provide their own tools, personal protective equipment, or supplies.

D. Funding: Summer work shall be funded from the District's Maintenance & Operation budget, capital funds, and any appropriate and available sources. The Transportation Department shall not bear the sole financial burden of summer work assignments.

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ARTICLE TWENTY-THREE

TRANSPORTATION

23-1 Breaks

- A.** Transportation employees shall be accorded use of school facilities during breaks for sanitary needs, provided the use of facilities does not interfere with ongoing school activities. In such cases, alternate similar facilities shall be provided.
- B.** Employees shall take scheduled breaks as defined in Article 26-3, in accordance with the following:
 - 1.** Breaks shall not be taken between the assigned transportation facility and the first pick up or between the last drop off and the assigned transportation facility, unless one of more of the following conditions are met:

- a. The last drop off is located more than three (3) miles from the assigned transportation facility; or
 - b. No accessible restroom facilities are available along the direct return route to the transportation facility at the time the break would otherwise be taken (e.g., school sites are closed).
 - c. May be taken in any other circumstance with prior approval of dispatch, which shall not be unreasonably denied.
2. Location of Breaks: Breaks shall not be taken at a residence shall be taken within a one mile radius of the assigned route.
3. ~~Breaks shall not be taken at a residence.~~
4. Reporting: Employees who take a break under this section shall share the location and duration by radio to dispatch. Employee shall ensure that the break does not cause a delay in any subsequent assignments and that the selected location is appropriate, safe, and permitted for parking a school bus. When either an A.M. or P.M. break, as described in Article 26-3 cannot be taken due to run scheduling or because a regularly scheduled break has been interrupted, the employee shall be compensated in addition to their driving time.

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23-2 Assigned Hours

- A. Drivers and monitors are guaranteed a minimum thirty (30) hours per week.
- B. Shifts and routes shall be planned and combined in a manner to provide for the efficient operation of the Transportation Department. Regular assignments shall have no more than three (3) report times per day.
- C. When the scheduled return time of the employee's regular assignment or extra duty is 29 minutes or less prior to the report time of the employee's next assigned route, the employee shall be paid for the time between the return time and the next report time.

It is the employee's responsibility to notify dispatch from the field with an explanation of returning late to garage from assignment at the time they are aware they will be late, not after returning to garage. Upon returning to the garage the employee shall have the dispatcher initial the time sheet if the time span to report for the next assignment is 29 minutes or less.

- D. To provide time to validate the accuracy of trip cards, during the first four (4) weeks of school time between assigned routes/trips shall be calculated as turned in by drivers and verified by GPS and Transportation staff. In the event of a dispute between a driver and the computer stated leave/return times, the District will take measures to ensure the accuracy, including but not limited to, appointing a designee to drive or ride the disputed route/trip to time for accuracy.

- E. Each Transportation employee whose regular assignment sends them out of the bus yard to transport students three (3) times in any workday will be compensated a minimum of 8 hours for the day.
- F. Each regular Transportation employee shall be paid their guaranteed time for each holiday. In no case shall each holiday pay exceed eight (8) hours.
- G. **Absence Deductions**
 - 1. If an employee is absent for any part of their weekly assignment, the total time absent will be charged against their sick leave (if the absence is due to an illness or in accordance with 24-2 D) or personal leave balance. If an employee is out of leave balances, that time will go unpaid, and employee shall be subject to progressive discipline.
- H. In the Transportation Department, when the application of the Article 5-6 (Nepotism) and in accordance with Governing Board Policy GBEAA interferes with an employee's assignment or bidding rights, the following shall apply:
 - 1. If these policies keep an employee from exercising their seniority rights to bid on a specific trip/site during the fall regular assignment selection process, the employee shall be required to choose another site.
 - 2. If these policies require an employee to lose their selected regular assignment, the employee shall not be required to take a shorter hour trip assignment but shall be required to change sites.
 - 3. Drivers and monitors related as defined in Board Policy shall not be allowed to bid on the same trip assignment.

23-3 Initial Selection Process

- A. By the last pay day in May, the District shall provide each employee the hour/worksites/trip preference sheet (via email) and inform the employee when the assignment process shall begin. The employee shall complete and return the preference sheet by the last school day. Employees who cannot be present to bid due to an emergency may assign a designee to bid in their place (designee may only be another Transportation Employee). Employees shall be required to be available for all meetings and practice runs as scheduled.
- B. To assist employees in making their selections, seniority listings and all established hours, trips and worksites shall be posted 24 hours prior to the day the selection process begins. Digital copies will be available.
- C. On the first day of the selection process, the employee with the most departmental seniority in the appropriate classification shall be called to select their regular assignment. After the employee with the most departmental seniority has selected, their name shall be posted on the assignment. The second employee with the most departmental seniority shall follow the same procedure in selection, then the third and fourth until all employees present, have selected, or been assigned.

1. Each employee shall be given a maximum of 2.5 minutes to decide. Employees who take longer than 2.5 minutes to decide shall be assigned a regular assignment by management, first by last appointed worksite and second by highest route hours available at the end of the route bid process.
 2. Any employee who is not present during the bid selection and has not contacted a Facility Manager or any employee who does not select an assignment from the remaining choices will be assigned a trip package by a Facility Manager.
- D. If during the initial selection process there are no regular assignments remaining, those employees not assigned shall be given a thirty (30) hour per week guaranteed non-specified assignment. These non-specified assignments shall be assigned by seniority and proportionately distributed among all three (3) transportation sites.

23-4 Transportation Summer Work Assignments

- A. Before the school year ends, employees shall be provided a questionnaire regarding their desire to work available transportation summer assignments. Questionnaires shall be returned to a District-appointed designee and both the employee and designee will verify, in writing, the receipt of the paperwork. All assignments shall be made according to departmental seniority, hours, worksite, classification, and desire to work the summer programs. All District-funded summer programs requiring District transportation shall be made available as a summer work assignment. Once awarded a summer assignment, the employee shall be paid the posted hours even if assignment is cancelled. Employee may be asked to perform other transportation duties to fulfill hours.

23-5 Reassignment Process

Recognizing the need for consistency in providing transportation services for students the following procedure shall be applied when filling vacant, changed, or newly created assignments:

- A. The bidding process will take place on a quarterly basis. Open trips and trips meeting the bidding requirements for posting will be posted on Monday of the last week of the quarter and closed on Wednesday of that same week at 1:00 pm.
1. No employee shall be allowed access to bid sheets after 1:00pm.
 2. Awarded trips will be posted that afternoon and will take effect on the first day of the following quarter.
- B. The following procedure shall apply for vacant or newly created assignments:
1. Employees applying for vacant assignments within their appropriate classification must include the following on the posted assignment announcement:
 - a. Legible signature;
 - b. Seniority number;
 - c. If bidding for more than one (1) trip package, indicate priority of preference (1, 2, 3, 4, etc.).

2. Designated AFSCME representatives shall be allowed to view assignments one day prior to posting.
 3. Employees shall be permitted no more than one (1) voluntary reassignment per classification per year unless said move increases the employee's hours. Such moves shall be granted on a department seniority basis. A copy of any such reassignment shall be provided to AFSCME upon request.
 - a. Employee can move laterally (across) one (1) time) or Employee can move down one (1) time. The Employee cannot do both.
 - b. Employees can move up as many times as necessary until they reach eight (8) hours. Once an Employee has reached 8 hours, the Employee may only make one lateral change from one eight (8) hour assignment to another eight (8) hour assignment.
- C. Vacant assignments shall be defined as:
1. New assignments or regular assignments vacated by the previously assigned employee;
 2. Regular assignments of employees on Board approved leaves of absences or 180 day demotions from driver to monitor.
- D. In the event of remaining vacant regular assignments at the end of the reassignment bidding process, the least senior unassigned employee in the affected classification shall be assigned first followed by the next least senior employee and continuing upwards until all vacant assignments have been filled.
- An employee's site preference will be taken into consideration as long as there is no disruption in the ability to provide expected service. Trips with the highest guaranteed time shall be assigned first, followed by the next trip with the next highest guaranteed time and the next until all vacant assignments have been filled. Should there be multiple assignments with the same guaranteed time the trip with the highest driver seniority shall be assigned first, followed by the seniority of the next driver and so forth.
- E. The District reserves the right to change an employee's trip or route within a regular assignment within the appropriate classification to one of a similar time frame if such change does not change the worksite or hour assignment in the following situations:
1. Route no longer needs the services of a Bus Monitor. Affected employees shall be given an explanation upon request as to the reasons for the change.
 2. Cancellation of route within a trip. Affected employees shall be given an explanation in writing as to the reasons for the change.
 3. When personality ~~difference~~s ~~conflict~~s arise, ~~in the absence of established fault~~, between the driver and monitor ~~and no fault has been established~~, both shall be reassigned to a different route. When personality ~~difference~~s ~~conflict~~s arise between an employee and school personnel, parents, and/or students, the department shall first make reasonable efforts to resolve the matter. If

~~unsuccessful, the department~~ may reasonably reassign the employee if deemed to be in the best interest of ~~both all~~ parties ~~involved~~. In this case the employee shall be notified both verbally and in writing of the reason(s) for the reassignment. The created vacancy shall be filled through the established selection procedure and the bus remains with the regular assignment.

For the duration of that particular school year neither employee shall be allowed to re-bid on the regular assignment of which they have been removed. This reassignment shall not be considered as the employee's one (1) voluntary move.

F. Employees who lose their regular assignment due to the reassignment process shall be temporarily assigned a trip package using the following guidelines:

1. The transportation department shall calculate the guaranteed time of all open trip packages and assign employees a temporary trip assignment that is as close in hours to the guaranteed time currently previously assigned.
2. If there are multiple trips totaling the same hours, the trip package with the newest bus is assigned to the highest senior employee first, the second newest bus is assigned the next senior employee and so forth down the seniority list from highest to lowest senior employee until all vacancies have been temporarily assigned.
3. All open trips will be immediately chosen after the close of the bidding process. Employees will be required to choose an open trip package as close to their guaranteed time based on seniority from highest down.

23-6 Extra Duty Assignment

A. Employees may sign up to indicate their willingness to work non-scheduled extra duty assignments. The options for Extra Duty assignments may include the following:

1. Daily assignments (Pre-K and activities)
2. Daily assignment overtime
3. Field trips
4. Overtime field trips
5. Holiday assignments
6. All Call

The non-scheduled assignments for these extra duty categories will be made by seniority to those who indicated an interest by signing up.

1. Non-scheduled extra duty sign-up sheets will be posted daily so that employees may indicate their intention to work that same day for non-scheduled assignments.
2. Employees shall be required to fulfill the duties of their regular assignment prior to being assigned an extra duty assignment.

B. Extra Duty assignments shall be distributed by site to those employees indicating their intention to work (up to a maximum of 40 hours) in the following manner:

1. Less than forty (40) hour employees (by department seniority on an annual rotating basis).
2. When all individuals in B-1 above have been assigned up to forty hours, assignment shall be made in accord with Article 23-6 D.
3. All employees in a job classification who have indicated an intention to work shall be used before using anyone from another job classification unless availability is a factor.

4. Extra Duty Rotation

- a) There will be three (3) rotations available. One (1) for non-scheduled daily assignments, with those less than 40 hours assigned first, followed by next assigned employee in rotation, another for pre-scheduled assignments, each commencing with the next individual in seniority in rotation, and one for holiday following the hour guidelines listed in B 1-3, that sign up appropriately.
- b) Employee(s) shall be paid at a rate of one and one-half (1 1/2) times their normal hourly rate for hours worked in excess of forty (40) hours per week.
- c) Overtime assignments shall be equitably distributed by site to those employees indicating an intention to work, starting with the employee with the most departmental seniority and proceeding downward unless availability is a factor.
- d) Extra Duty assignments shall be available for review by AFSCME representatives upon request.
6. Copies of extra duty paperwork shall be given to union representative on a daily basis, including, but not limited to: Dispatcher's Time Tracking sheet, Daily Extra Duty Sign-up Sheet, and, Holiday Sign-up Sheet.

- C. Holiday overtime assignments shall be assigned by worksite to the most senior employee(s) in each classification who signs that portion of the sign-up sheet. On weeks where there is a holiday(s) that portion of the extra duty sign-up sheet shall be colorfully distinguished from the non-holiday work days and shall be used for holiday assignments. Assignments shall be made to employee(s) on a rotating basis over the entire school year.

D. D. — The District shall attempt to equalize non-holiday field trips and athletics for those employees indicating a desire to work.

E. For assignments where either a CDL or non-CDL vehicle may be used, the assignment shall be offered to the classification qualified to operate the vehicle available. If both classifications are qualified, the assignment shall be offered based on departmental seniority.

23-7 Bus Discipline

- A. It is the intent of both parties that this procedure be consistently applied to insure the safety and well-being of students who receive District provided transportation.

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- B.** School principals shall be responsible for seeing that all students enrolled in their school, who are eligible for District transportation, receive a copy of the "School Bus Safety and Your Child" letter at the time of registration. Furthermore, Principals shall be responsible to effectively discipline students who violate bus discipline procedures in a timely manner. (See Appendix III).
- C.** In any case, parents or guardians shall be notified by the appropriate administrator when their child has violated the Bus Discipline Procedure and/or has had any disciplinary action recommended to be taken against them. If notified by phone, parents or guardians shall be informed of the severity of the infraction(s) and type of action recommended. In addition, parents or guardians shall be mailed their copy of the Bus Conduct Report within the specified time limitation described herein.
- D.** The Driver or Bus Monitor shall keep a copy of the referral and deliver the original to the Dispatcher for disbursement to School Safety. The administrator shall within four (4) days from the date of referral, forward the copies with a response to their appropriate designation. (See Appendix IV).
- E.** Upon receipt of the appropriate administrator's response, the Director of Transportation or designee shall make known, as soon as possible, to the referring Driver or Bus Monitor, the administrator's response.
- F.** If a passenger becomes so unruly as to present immediate danger to the health and safety of other passengers, the Driver shall park the vehicle in an area reasonably free of traffic. The Driver shall immediately contact the Department of Transportation and wait for the appropriate authority(ies) to arrive and determine the type of disciplinary action to be taken. TUSD School Safety shall ensure that assistance is available on call for the entire time that buses are scheduled to run. If the unruly passenger is an Exceptional Education student, the appropriate administrator shall be notified immediately by the Transportation Department. The administrator shall within four (4) days inform the Driver(s) and/or Bus Monitor(s) about the behavior plan recommended.
- G.** When an Exceptional Education student has a discipline problem on a school bus, the appropriate administrator shall be informed immediately and the behavior plan shall be written in conjunction with the Individual Education Plan (I.E.P.). Drivers and Bus Monitors shall be provided eight (8) hours in-service training in behavioral and medical problems of Exceptional Education students each school year. A fifteen (15) minute period shall be allowed when possible after the A.M. and before the P.M. routes for discussion of behavior programs and problems of Exceptional Education students. These discussions shall be between Driver(s) and/or Bus Monitor(s) and Exceptional Education students' teachers and/or administrators.
- H.** When an administrator suspends a student from the bus, the Director of Transportation and/or designee, shall be informed immediately of the time involved and the student's

name. The Director and/or designee shall in turn immediately notify the affected Driver(s) and/or Bus Monitor(s) of the suspension.

- I. For any student known to be aggressive to others or himself and any student with a medical disability that may require emergency help, i.e. diabetic, wheelchair, epileptic, hypoglycemic, heart patient, emotionally out-of-control, breathing problems, etc., the Driver(s) or Bus Monitor(s) shall have the disability marked on the route card beside the student's name.
- J. In addition, if the run or route requires a Bus Monitor(s), that route or run card shall be marked at the top of the route card in red pencil as needing a Bus Monitor(s).
- K. A Driver/Bus Monitor who believes the administrator's decision to be inadequate or unfair shall have the right, with AFSCME representation, to consult with the site administrator and/or Director of Transportation and/or designee.
- L. The District may request that AFSCME meet with the District representative to re-negotiate this Article upon thirty (30) days written notification.

23-8 The District shall provide and maintain in proper working order a telephone at each worksite for local calls only for the use of the employees.

23-9 The District shall make a concerted effort to assign available work to the job classification that is most appropriate, and only in cases when the appropriate classification is not available, assign work to other employees by departmental seniority.

23-10 The Department shall have available for review a copy of all applicable State and Federal laws as regularly kept by the Transportation Department.

23-11 Employees shall be notified within five (5) days of the District's receipt of information indicating a concern about their work status.

23-12 The Transportation Department shall provide appropriate supplies and equipment in sufficient quantity to clean and maintain vehicles.

23-13 All bus drivers and monitors shall be admitted without charge to all District events held at District facilities, when transporting students to those events.

23-14 Any driver who develops a medical condition which would preclude them from driving a school bus shall have 180 days to resolve the issue. During this time, the driver will perform monitor duties at monitor wages. If the condition cannot be resolved within 180 days, the driver shall be permitted to change to a monitor classification, if one is available. During this time, employee's route may be posted for bid should the employee's medical condition continue past the next scheduled quarterly bid.

23-15 Paid Duty Days

Regular full and part-time Transportation employees shall be scheduled for in-service three (3) days during the year.

ARTICLE TWENTY-FOUR

LEAVES OF ABSENCE WITH PAY

24-1 Sick Leave Eligibility

All employees (full-time and part-time) covered by this agreement shall be eligible for leaves with pay as described in the sections below.

24-2 Sick Leave

- A. Sick leave accrual shall be accrued for all members of the bargaining unit, without limit, prorated based on the number of regularly assigned daily hours at the following rates:

Sick Leave

12-Month	8 Days a Year
10-1/2 Month	5 Days a Year
10-Month	5 Days a Year
9-1/2-Month	5 Days a Year
9-Month	5 Days a Year

- B. 1. An employee is required to notify their immediate supervisor(s) or designee(s) of a necessary sick leave absence at least one-half (1/2) hour prior to the start of the employee's workday.
2. In addition to 1) above, Site Custodians for Elementary and Middle Schools are required to notify their immediate supervisor(s) or designee(s) and Security (day shift) of a necessary sick leave absence at least one-half (1/2) hour prior to the start of the employee's workday.
3. Each supervisor of Blue Collar employees shall provide each employee under their direction the written telephone number of the immediate supervisor or designee the employee must notify.
- C. An employee who leaves their assignment before the workday is finished or starts the workday late due to illness or medical appointments, shall have their absence time charged to sick leave to the nearest quarter hour (less than 8 minutes, round down; 8 minutes and over, round up).

D. Sick Leave Usage

1. Illness

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

- b. A written statement from the treating physician shall be required by the District to substantiate an absence due to an employee's illness or for illness within the employee's immediate family if the absence is more than three (3) consecutive days duration. The District may require a written statement from the treating physician to substantiate any sick leave absence, including those of less than three (3) days, when there is a reasonable doubt as to the proper use of sick leave.

2. Bereavement

In the event of death in the immediate family of an employee, the employee will be allowed up to two (2) days paid leave, not charged to the employee, 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 their designee. For the purpose of this paragraph, 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 employee has or shares a major financial responsibility and is an established resident within the employee's household.

24-3 Personal Leave

- A. Personal leave shall be credited to all members of the bargaining unit. Personal leave for Transportation monitors and bus drivers shall be determined by regular assignment hours at initial selection process.
- B. All unused personal leave shall be made part of the employee's accumulated sick leave at the end of each fiscal year. New employees, whose entry day to the District is other than July 1, shall have their personal leave pro-rated.

Personal Leave

12-Month	8 Days a Year
10-1/2 Month	7 Days a Year
10-Month	7 Days a Year
9-1/2-Month	7 Days a Year
9-Month	7 Days a Year

C. Personal Leave Usage

- 1. Personal leave days may not be taken the day immediately prior to or after a holiday or vacation unless approved by the immediate supervisor. An employee planning to use a personal day or days shall notify their immediate supervisor at least 24 hours in advance except in cases of emergency. The immediate supervisor may deny a personal leave day if critical work cannot be completed by the remaining work force.

2. Personal leave may not be taken during the first week, last week, or in the week prior to the start of school unless approved by the employee's immediate supervisor.
3. Personal leaves may be limited on a reasonable basis to ensure proper staffing Requests for Personal Leave shall be granted on a first come first served basis.

24-4 Vacation Leave

A. Vacation Leave Eligibility

An employee must hold a regular part-time or full-time twelve-month position in order to accumulate vacation.

B. Vacation Leave Usage

1. Years of service shall be calculated from the employee's date of hire as defined in Article 1-8 or with any adjustment as a result of an unpaid leave of absence.

TERM	DAYS
1 st through 5 th YEAR	10
6 th through 15 th YEAR	15
16+ YEARS	20

2. All MBUs covered by this agreement shall accrue vacation leave benefits based on the number of regularly assigned daily hours .
3. MBUs will earn vacation during the first year; however, are not eligible to schedule accrued vacation until after completion of the first year of employment.
4. If a nine and one-half (9-1/2) or ten (10) month contract employee is transferred to a twelve (12) month position, the employee shall accrue their vacation from the first day in the new assignment, at the vacation accrual rate equal to the years of service beginning with the date of hire.
5. If a holiday occurs during an employee's vacation, said holiday shall not be deducted from accumulated vacation leave.
6. Vacation Requests: Employees shall be allowed to request use of their vacation from their immediate supervisor/designee in the following manner. Said designee may not be another blue collar employee unless that employee is working out of class.
 - a. No later than September 1 and March 1 of each calendar year, employees shall have twenty (20) days to submit in writing their request(s) for use of vacation time within that six-month time period. Requests shall be date stamped or dated by hand at the time of submission and a copy will be provided to the employee. If these requests are not made timely, the employee risks losing the accrued vacation.

- b. Employee requests shall be approved or denied in writing on a first-come, first-served basis for each six-month period. During each six-month period, when multiple vacation requests for the same or overlapping time periods have been received on the same day, Section C below shall resolve such conflicts.

Once approved in writing, an employee's vacation request will not be revoked to grant a request received later in those six months from an employee with more District seniority. However, if the affected employees and supervisor all agree, changes can be made to the vacation schedule.

- c. The immediate supervisor shall be responsible for making available and updating the vacation calendar of approved employee requests.

7. Vacation Approval/Denial:

- a. If workload permits, vacation leave shall be granted for those requests submitted in writing by an employee at least ten (10) days prior to the leave. If the nature of the work makes it necessary to limit the number of employees on vacation leave at the same time, such decision shall be based on District seniority on a rotating basis for the calendar year. Vacation requests shall not be denied for arbitrary or capricious reasons.
- b. The District may require employees to take leave time at times determined by the District in order to accommodate summer maintenance scheduling or temporary, complete or partial closing of various work sites. In such event, employees who do not have the vacation accumulation required for the scheduled closing shall have the option of temporary transfer (if another position is available in the classification) or unpaid leave. However, should the employee choose to take an unpaid leave during a time that coincides with a holiday period, the employee shall be paid for the holidays provided for in Article 29.
- c. The immediate supervisor shall grant or deny in writing a vacation request within ten (10) days of receipt and a copy of any denial shall be forwarded to the Human Resources Department. Employees may request vacation leave on shorter than ten (10) days' notice and for periods of vacation shorter than five (5) days. The immediate supervisor may grant leave on short notice or for short periods.

- 8. If a supervisor denies vacation to an employee and vacation will be lost under those circumstances, the supervisor may submit in writing a request to payout the vacation earned by any employee to the CHIEF FINANCIAL OFFICER (CFO) by March 31 of the year in question. The CFO then shall either mandate

that vacation be taken by the employee or approve that the vacation leave be paid out.

Twelve (12) month employees may accumulate no more than 160 hours (or prorated cap) of vacation at any given time. No more than 160 hours may be rolled over into the next fiscal year. Vacation must be scheduled no less than 10 days in advance, unless approved by current supervisor, or except in cases of emergency, to ensure that an employee has the opportunity to use available vacation time.

24-5 Jury Duty/Litigation

- A. Employees 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 ~~may choose: 1) to will keep their jury duty or witness pay and the District will dock the amount of the daily jury rate from the employee's pay. If have their pay docked an equal amount; or, 2) in cases where jury duty pay exceeds the employee's daily rate, the employee may keep the excess without any reduction. they may use a personal leave day or be docked at their daily rate, instead of using a jury code for those days.~~
- B. An employee 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 duty or witness pay prior to the appearance date.~~ It is the employee's responsibility to report a jury duty or witness absence to the time clock system. No report of jury duty or witness absence need be submitted if the employee chooses to take a pay dock or a personal leave day.
- ~~C. Absences due to litigation while the employee 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, vacation, or dock, and may be taken before or after a holiday.~~

24-6 Military Leave

Employees 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 article only the term "year" means the fiscal year of the U.S. Government (A.R.S. §38-610).

24-7 Industrial Illness or Injury

- A. An employee may use accumulated paid leave (sick, personal or vacation) for absences due to an industrial injury. After the seventh day of absence, the District's Self-Insured Workers' Compensation Trust Fund will begin compensating the employee in accordance with state law. The employee may utilize any remaining paid leave to supplement the Worker's Compensation payment up to 100% of his/her regular pay. Upon the recommendation of the District industrial physician or the employee's personal physician, an Employee injured on the job may choose to work on "limited duty". Such "limited duty" may be in any classification so designated by the District

for which the employee is able to perform and shall be paid at the rate at the time of the injury, and shall advance their yearly salary if applicable.

- B. When an employee has been released from an industrial injury with a permanent disability preventing them from performing the duties of their previous job classification, the District shall attempt to find a position for which the employee can qualify, and in which reasonable accommodations can be made for the disability. In such a placement, the employee shall be paid the appropriate rate for the position.
- C. Within four (4) weeks of return to work, an employee may make arrangements with Payroll to buy back sick leave used for an on-the-job injury.

24-8 Compensation

Leaves of absence with pay shall be compensated at a level equal to the normal hourly rate of pay.

24-9 Released Time

- A. Released time may be granted to attend an approved conference or convention which would enhance an employee's performance. First consideration shall be given to employees participating or presenting in the conference.
- B. Released time may also be granted to provide representation at grievance hearings, arbitration proceedings or when a District representative and/or designee has requested in writing for an AFSCME steward to be present.

24-10 Medical Leave Assistance Program

- A. Employees who have depleted their accrued sick and personal leave as a result of serious illness or injury may request access to the Medical Leave Assistance Program by submitting a form to the Chief Human Resource Officer asking to receive donations of sick leave from other employees. Serious illness or injury is defined as a "non-work related" illness or injury 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 employee may donate a maximum of five (5) sick leave days annually and may only donate if they have thirty (30) or more days of accumulated sick leave. The donor employee shall designate the donation in the name of the employee to receive the donation.
- C. The recipient employee shall 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 shall be held in reserve and credited to the employee only if needed. If not needed, days in excess of one week beyond the original amount requested shall be restored to the donor(s). Days of leave, not the actual wage of the donor employee, shall be donated.

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

24-11 When it has been determined by an employee's supervisor that an employee has been physically assaulted by a student, the employee will be allowed up to two (2) days leave not charged to the employee.

24-12 The union shall be notified and given an opportunity to discuss any proposed substantive changes being made to the Paid Parental Leave provisions set forth in TUSD Governing Board Policy GCCA.

ARTICLE TWENTY-FIVE

LEAVES OF ABSENCE WITHOUT PAY

25-1 Family Medical Leave (FML)

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

25-2 Governing Board Leave

- A. Any regular employee who has completed the required probationary period in the District may request a leave of absence without pay for any length of time up to one (1) year for reasons of:
 1. Health
 2. To attend an accredited institution of higher learning;
 3. New infant care or elderly parent care for an individual who resides in the employee's household;
 4. Bona fide AFSCME business; or
 5. Military service.

All requests for such leaves of absence without pay shall be submitted to the Governing Board for approval.

- B. Requests for medical leave shall be accompanied by a doctor's verification of the illness or disability and projected date of return to work.
- C. Notification of intention to resume employment by the employee must be made in writing thirty (30) calendar days prior to date of return.
- D. An employee on unpaid leave of absence shall be allowed to continue insurance coverage in the program in which the employee is enrolled, provided the employee notifies the District of their desire to continue, and pays the premiums for the insurance and other benefits at their expense. Any employee so notifying the District shall be provided with information regarding premium payment amounts and due dates.
- E. Positions held by employees on leave status lasting over nine (9) months shall be considered vacancies and posted for bid. When it is known a leave shall extend

beyond nine (9) months, the position may be posted after the end of the eighth (8) month.

- F. Induction into the military for an extended period of time shall not be at the District's expense; however, TUSD will comply with applicable federal and state law regarding placement of the employee in their former or comparable position upon return.

25-3 Short Term Leaves

A. 30-Day Leave

Requests for medical leave shall be in writing and accompanied by a doctor's verification of the illness or disability and projected date of return to work. When an employee is medically unable to work and is not eligible for Federal FMLA, the employee shall be allowed up to thirty (30) 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 the District sponsored insurance plans in which the employee was enrolled at the beginning of the leave. At the end of this period, the employee must return to work (pending a medical release) or go on an unpaid leave of absence if applicable.

B. Personal 30-Day Leave

A leave occasioned by urgent personal, or family reasons may be granted upon written application by the employee and approval by the District. Such leaves are not to exceed thirty (30) days and shall be approved only in unusual situations clearly requiring the presence of the employee away from work. Upon approval by the District, an additional fifteen (15) days may be granted at the expiration of this thirty (30) day period. In no event shall an employee receive more than forty-five (45) days of emergency leave in the contract year. If the employee ~~should need~~s additional unpaid time off during the school year, the employee shall follow the procedure identified in Article 25-2 (Governing Board Leave).

Employees who take emergency leave are considered to be on an off-pay status and are not compensated for time off (including holiday pay) until they return to active status.

No leave denial under this sections shall be arbitrary, capricious, or without basis in fact.

- C. Short Term Medical Leave and Family Medical Leave may not be used consecutively and will be administered In accordance with TUSD Governing Board Policy.

25-4 Maintenance of Position

Upon termination of any of the unpaid leaves of absence above, the employee, if they have not been subject to layoff, shall be restored to their previous position, grade and step. If the position has been eliminated, the employee shall be placed in another position in the same classification, based upon their classification seniority. If classification seniority does not entitle the employee to a position in the classification then the Involuntary Work Adjustment Article 17 shall apply.

Seniority shall not accrue during the unpaid leave of absence above, but shall be restored at the level prior to the leave of absence.

ARTICLE TWENTY-SIX

HOURS OF WORK

- 26-1** Each employee is entitled to consecutive calendar days off during the work week which shall be two (2) calendar days when working an eight (8) hour normal workday, and three (3) calendar days when working a ten (10) hour normal work day.
- 26-2** Each employee working at least five (5) hours a day on a regular basis shall be entitled to a duty-free lunch period. Lunch period may be interrupted in cases of emergency. If an employee's lunch period is interrupted because of an emergency, the time lost will be made up during the week at a time(s) mutually agreeable between the employee and supervisor.
- 26-3** An employee working ten (10) hours a day shall be allowed a twenty (20) minute paid uninterrupted break, each one-half (1/2) shift.

An employee working six (6) to eight (8) hours a day shall be allowed an uninterrupted fifteen (15) minute paid break, for each four (4) hours of continuous work.

Breaks may be interrupted if deemed necessary by an appropriate authority in order to protect the health and safety of students, employees and/or the public and to protect District facilities. Breaks shall not be unreasonably interrupted.

Breaks may not be accumulated or saved to be used at a later time.

26-4 Call Back Pay

An employee who has finished their daily assignment and left the place of employment and is later called back by their immediate supervisor shall be compensated for three (3) hours or actual time worked, whichever is greater.

26-5 Overtime

- A.** At the District's discretion, employees may be either paid at the premium rate of time and one-half for hours worked in excess of forty (40) hours per week, or in lieu of time and one-half pay, may be given comp time off at the premium rate of time and one-half. Advanced approval to work overtime must be received from the employee's supervisor. If, during the term of this agreement, FLSA rules change to prohibit an employer's discretion to pay "compensatory" time in lieu of one and a half (1-1/2) times pay, the District shall comply with the law.
- B.** Any period worked beyond forty (40) hours of the employee's scheduled work week must be authorized by the immediate supervisor, following administrative procedures, prior to that work period.

- C. Overtime assignments at worksites shall be posted in a place accessible to employees and distributed equally among those worksite employees who volunteer for overtime. The immediate supervisor shall be responsible for maintaining an overtime volunteer list in order of classification seniority. (See Appendix VII).
- D. Overtime assignments shall be available for review by AFSCME representatives upon request.

26-6 Involuntary Overtime

To assure effective operation at all school facilities, the District reserves the right, in the absence of volunteers, to assign overtime on an involuntary basis to the employees at the worksite/unit with the least bargaining unit seniority. However, notwithstanding the provisions of the sentence just preceding, in cases of emergency the District may assign overtime to the first available employee qualified to perform the required services.

26-7 Work Schedule Review for Facilities Support Services

Section supervisors shall determine prior to summer and fall seasons the need to change parameters for work schedules (start times) and shall provide the start times to all employees within each of the sections and allow them to designate a preference. All recommendations shall be submitted to the Director of Facilities Support Services for final review, determination, and implementation.

26-8 Meetings Scheduled by Supervisor

When supervisors schedule meetings with employees to discuss job-related concerns during non-pay time, employees shall receive their regular rate of pay for such time. If, as a result, the employee works over 40 qualified hours/week (actual hours worked plus holiday), employee shall be entitled to overtime or comp time at overtime rate.

ARTICLE TWENTY-SEVEN

PROFESSIONAL DEVELOPMENT PROGRAM

A Professional Development Fund will be reinstated by mutual agreement of the parties if the District determines that professional development funds are available at a future date and, at that time, a committee consisting of representatives from both TUSD and AFSCME shall be formed and shall meet to set the guidelines for accessing the Professional Development fund. These guidelines shall include eligibility requirements and the application process.

ARTICLE TWENTY-EIGHT

FRINGE BENEFITS

28-1 Medical Insurance

- A. For the duration of this agreement, the medical premiums shall reflect the affordability contribution percentage determined by the requirements of the Affordable Care Act.

28-2 Open Enrollment

At least once per school year, an employee shall have the opportunity to select their insurance coverage. Any open enrollment period shall be three (3) weeks in duration.

28-3 Newly Eligible Employees

A newly eligible employee (one who has not previously been eligible for District insurance as a continuing TUSD employee in any capacity) shall be provided at least thirty (30) calendar days to select their health insurance programs. If employee declines to participate in any District insurance programs, they shall so indicate the refusal on the enrollment form.

28-4 Termination of Coverage

For twelve (12) month employees, and for employees working less than twelve (12) months who terminate before the last duty day of their current contract, termination of employment shall terminate the District's further contribution to District-sponsored single coverage medical insurance at the end of the month in which termination occurred.

28-5 District Contribution

District contribution to the District-sponsored single coverage medical insurance is pro-rated for new employees based upon the portion of the contract year the employee works.

28-6 Life Insurance

All benefit eligible employees who elect insurance coverage shall be provided at District expense with a term life insurance policy equal to the employee's base salary as of July 1, of the current school year, but not less than \$10,000. Employees shall have the option of purchasing additional term life insurance at their own expense.

28-7 Mileage Allowance

Employees who have prior authorization and are required to utilize their own vehicle in the performance of District duties or to transport themselves or District equipment to worksites other than their initially scheduled regularly assigned worksites, shall receive reimbursement as set by the Board for miles driven from the permanently assigned worksite to all other sites, including the distance between temporary worksites. This reimbursement shall occur in accordance with Board Policy EEB-R1.

ARTICLE TWENTY-NINE

HOLIDAYS

29-1 All regular twelve (12) month employees shall be granted the following paid holidays, as designated in the District-approved calendar, provided the employee was on-pay status during any portion of their regular workday of their regular assignment immediately preceding and succeeding the holiday. If an employee utilizes leave prior to, or after a holiday, and is out of leave balances, they will not be considered on-pay status and thus will not be eligible to receive holiday pay.

Independence Day	(1)
Labor Day	(1)
Veterans' Day	(1)
Thanksgiving	(32)

Winter Break	(10)
Martin Luther King Day	(1)
Rodeo	(2)
Spring	(1)
Memorial Day	(1)
Juneteenth	(1)

- 29-2** All regular nine and a half (9-1/2) and ten (10) month employees shall be granted the following paid holidays, as designated in the District-approved calendar, with the same on-pay status restrictions as described above:

Labor Day	(1)
Veterans' Day	(1)
Thanksgiving	(3)
Winter Break	(10)
Martin Luther King Day	(1)
Rodeo	(2)
Spring	(2)

- 29-3** An employee required to work on a holiday shall be compensated at one and a half (1-1/2) times their normal rate of pay.

29-4 Paid Duty Days

Regular full and part-time Transportation employees shall be scheduled for in-service three (3) days during the year.

ARTICLE THIRTY

SEPARATION BENEFITS

30-1 Severance Pay – Discontinued as of July 1, 2010

As of June 30, 2010, the employee's severance pay benefit is calculated as follows for those with 13 or more years of continuous service. This dollar amount will be frozen as the employee's minimum severance pay and will be paid out at the employee's separation. It is calculated at .006 times the FY 2010 salary times the employee's years of service.

30-2 Sick Leave Pay at Separation – Effective July 1, 2010

- 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 receive pay for unused sick leave at separation.
- B. The amount of payment shall be 2/3rds of the base salary- the hourly rate of pay for Step 1 of the grade level of the employee at separation, times the number of sick leave hours 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 value of this calculation will be in addition to those employees who meet the requirements of 30-1. The rights contained in this paragraph are not considered vested rights.

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

30-3 Those benefits contained in 30-1 and 30-2 are only available to those employees who voluntarily separate from the District.

30-4 Upon separation, employees shall receive pay at their hourly rate for all unused vacation leave.

ARTICLE THIRTY-ONE

WAGES

31-1 A. The salary schedule for 202~~64~~-202~~86~~ shall be listed in Appendix II.

- B. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue or inflation adjustment owed by the State of Arizona, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the current contract year, the Bargaining Unit Employee may be given an additional raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to the Bargaining Unit Employee in a manner that will be determined by the Governing Board, after having been approved by AFSCME and proposed by the District, unless the authorizing enactment specifies the method by which the increase is to be distributed. The Employee must be employed by the District prior to July 1 of the contract year to receive any increase.

31-2 Longevity Stipend

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

31-3 At the completion of each year employees will advance one step on the salary schedule pending Governing Board Approval.

31-4 Shift Differential

~~Starting September 1, 2026, all~~ employees regularly scheduled to start work ~~at or~~ after the hour of 1:00 p.m. or before the hour of 5:00 a.m. shall have ~~fiftyseventy-five (755¢)~~ cents per hour added to their hourly rate as shift differential. ~~The rate will increase to \$1.00 per hour on July 1, 2027. Employees normally assigned to night shift shall receive shift differential when~~

~~absent or temporarily assigned to day shift, including when temporarily assigned to day shift during winter break or summer.~~

31-5 Working Out of Class

~~Effective August 1, 2006, employees assigned by the District to work in- An employee authorized by their supervisor to perform the duties of a higher paying classification or grade shall receive additional compensation in the amount of \$2.75-3.50 per hour more than their regular rate of pay for the actual hours worked in the higher paying classification. Employee may only be placed in an out of class assignment with the approval of the employee's supervisor/manager.~~

An out-of-class assignment is one in which the employee is replacing an absent employee in the classification, or is assigned to the classification and given the responsibilities of the position for a minimum of five (5) days within a pay period. An out of class assignment will need to be renewed after thirty (30) days should the site supervisor/manager determine an extension is necessary upon approval by the ~~Executive Director of Human Resources~~ Chief Human Capital Officer or ~~the~~ designee.

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

- 31-6** Roving custodians shall be paid additional compensation of \$5.00 per day for each day they are directed to and do report first to a site other than the central maintenance area.

31-7 Employee Uniforms

The District shall provide uniformed security agents with standard issue uniforms and footwear upon hire. In addition, replacement uniform wear and web gear shall be provided as needed. Items issued to the employee by the District shall be returned upon separation.

31-8 Safety Shoe Allowance

A. Effective November 1, 2026, the District shall provide an annual safety footwear allowance of up to \$200 per year to designated Facilities and Transportation classifications who are required to wear safety footwear on duty. New employees shall become eligible upon completion of their initial probationary period and shall receive a prorated allowance based on the remaining full months in the fiscal year.

B. The District shall administer this allowance using one of the following methods, at its discretion:

1. The District will provide an annual voucher worth up to \$200 redeemable directly at designated, District-contracted vendors for the purchase of approved footwear.
2. In the event a voucher program is unavailable, the District may issue a direct stipend of \$200 through payroll. AFSCME acknowledges that under IRS

regulations, unvouched cash allowances are subject to applicable tax withholdings.

3. The allowance or voucher is non-transferable, carries no cash value if unused within the fiscal year, and is not payable upon separation from District employment.

C. Employees receiving the allowance or voucher are required to wear the compliant safety footwear at all times while performing covered job duties. Failure to wear required safety gear may result in disciplinary action.

RATIFICATION

Unless specified otherwise in this Agreement, the provisions of this Memorandum of Understanding shall be effective July 1, 202~~64~~ and shall remain and continue in effect through the thirtieth day of June of 202~~86~~.

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

Tucson Unified School District

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

Natalie Luna Rose, President
TUSD Governing Board

William Peck, TUSD Chair
AFSCME

Date: _____

Date: _____

Approved as to form and content on this ____ day of _____, 202~~6~~ by:

~~Maricela Meza, Director of Employee Relations~~ Jon Fernandez, Lead Negotiator
Tucson Unified School District

APPENDIX I
Blue Collar Classifications (BCL)

Grade	Position	Entry Rate
D	Custodian	\$16.07 \$15.45
D	Food Service Custodian	\$16.07 \$15.45
D	Food Service Delivery Driver	\$16.07 \$15.45
D	Transportation Bus Monitor	\$16.07 \$15.45
D	Warehouse Assistant	\$16.07 \$15.45
D	Warehouse/Delivery Worker	\$16.07 \$15.45
D	Warehouse/Dlvry Worker - EMC Multicult Artifacts	\$16.07 \$15.45
D	Bindery Clerk	\$15.92 \$16.56
D	Custodian - Roving	\$15.92 \$16.56
D	Print Production Clerk	\$15.92 \$16.56
D	Custodian, Lead	\$16.90 \$17.58
E	Appliance Repair Technician	\$16.11 \$16.75
E	Appliance Repair Technician - Roving Custodian	\$16.75
E	Automotive Parts Clerk	\$16.11 \$16.75
E	Transportation 925 (Non-CDL) Bus Driver – Internal	\$16.11
E	Warehouse/Delivery Worker, Lead	\$16.11 \$16.75
G	Preventive Maintenance Technician	\$17.49
E	Print Shop Pre-Press Production Technician	\$17.61 \$18.31
E	Transportation Liaison	\$17.61 \$18.31
E	Transportation Routing Technician	\$17.61 \$18.31
H	Grounds Equipment Operator	\$18.42 \$19.16
H	Grounds Technician - Irrigation	\$18.42 \$19.16

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H	Grounds Worker	\$18.42 \$19.16
H	Grounds Worker - Pesticide	\$18.42 \$19.16
H	Grounds Worker - Roving	\$18.42 \$19.16
H	Transportation 925 (Non-CDL) Bus Driver - Internal	\$19.34
H	School Safety Dispatcher	\$21.59
I	Facilities Technician - Building Maintenance	\$19.01 \$19.77
I	Facilities Technician - Carpentry	\$19.77 \$19.01
I	Facilities Technician - Custodial Engineering	\$19.77 \$19.01
I	Facilities Technician - Furniture Shop	\$19.77 \$19.01
I	Facilities Technician - Glazier	\$19.77 \$19.01
I	Facilities Technician - Locksmith	\$19.01
I	Facilities Technician - Painter	\$19.77 \$19.01
I	Facilities Technician - Roofer	\$19.77 \$19.01
I	Facilities Technician - Sheet Metal Fabricator	\$19.77 \$19.01
I	Facilities Technician - Surface Materials	\$19.77 \$19.01
I	Food Service Preventive Maintenance Technician	\$19.77
I	Preventive Maintenance Technician	\$19.77
I	Facilities Technician - Locksmith	\$20.57
I	Grounds Worker - Pesticide Qualifying Party	\$21.20 \$22.05
J	Asbestos Abatement Worker	\$19.81
J	Automotive Data Control Technician	\$19.81 \$20.60
J	Automotive Parts Technician	\$19.81 \$20.60
J	Facilities Technician - Fire System	\$19.81
J	Facilities Technician - Welder	\$19.81 \$20.60
J	Grounds Technician - PE Equipment Repair	\$19.81 \$20.60
J	Server Systems Specialist	\$19.81 \$20.60
J	Asbestos Abatement Worker	\$21.23
J	Transportation Bus Driver, Lead/Trainer	\$20.21
J	Musical Instrument Repair Technician	\$20.41 \$21.23
J	Facilities Technician - Upholsterer	\$20.82 \$21.65
J	School Safety Dispatcher	\$22.98
K	Uniformed Security Officer	\$20.64 \$21.47
N	Cement Finisher	\$24.33 \$25.30
N	Equipment Specialist - Food Service	\$24.33 \$25.30
N	Facilities Technician - Electrician	\$24.33 \$25.30
N	Facilities Technician - Fire Safety Systems	\$25.30
N	Facilities Technician - HVAC	\$24.33 \$25.30
N	Facilities Technician - Plumber & Welder	\$24.33 \$25.30
N	Facilities Technician - Plumbing	\$24.33 \$25.30
N	Fleet & Heavy Equipment Mechanic	\$24.33 \$25.30
N	Fleet & Heavy Equipment Mechanic, Senior	\$25.31 \$26.32

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N	Facilities Technician - EMCS	\$25.56 \$26.58
Bus Driver	Transportation Bus Driver	\$21.33 \$22.18
Bus Driver	Transportation Bus Driver, Lead/Trainer	\$23.55

APPENDIX II

Blue Collar Wage Scale

July 1, 2024 through June 30, 2026

Step	Grade D Base	Grade D Override	Grade D Total	Grade E Base	Grade E Override	Grade E Total	Grade H Base	Grade H Override	Grade H Total
Step 1	\$15.45	\$.62	\$16.07	\$16.11	\$.64	\$16.75	\$18.24	\$.73	\$18.97
Step 2	\$15.60	\$.62	\$16.22	\$16.27	\$.65	\$16.92	\$18.42	\$.74	\$19.16
Step 3	\$15.77	\$.63	\$16.40	\$16.43	\$.66	\$17.09	\$18.60	\$.74	\$19.34
Step 4	\$15.92	\$.64	\$16.56	\$16.59	\$.66	\$17.25	\$18.79	\$.75	\$19.54
Step 5	\$16.08	\$.64	\$16.72	\$16.76	\$.67	\$17.43	\$18.98	\$.76	\$19.74
Step 6	\$16.24	\$.65	\$16.89	\$16.93	\$.68	\$17.61	\$19.17	\$.77	\$19.94
Step 7	\$16.40	\$.66	\$17.06	\$17.10	\$.68	\$17.78	\$19.36	\$.77	\$20.13
Step 8	\$16.56	\$.66	\$17.22	\$17.27	\$.69	\$17.96	\$19.55	\$.78	\$20.33
Step 9	\$16.74	\$.67	\$17.41	\$17.44	\$.70	\$18.14	\$19.75	\$.79	\$20.54
Step 10	\$16.90	\$.68	\$17.58	\$17.61	\$.70	\$18.31	\$19.95	\$.80	\$20.75
Step 11	\$17.07	\$.68	\$17.75	\$17.80	\$.71	\$18.51	\$20.14	\$.81	\$20.95
Step 12	\$17.24	\$.69	\$17.93	\$17.97	\$.72	\$18.69	\$20.34	\$.81	\$21.15
Step 13	\$17.41	\$.70	\$18.11	\$18.15	\$.73	\$18.88	\$20.55	\$.82	\$21.37
Step 14	\$17.58	\$.70	\$18.28	\$18.33	\$.73	\$19.06	\$20.76	\$.83	\$21.59
Step 15	\$17.77	\$.71	\$18.48	\$18.51	\$.74	\$19.25	\$20.96	\$.84	\$21.80
Step 16	\$17.94	\$.72	\$18.66	\$18.70	\$.75	\$19.45	\$21.17	\$.85	\$22.02
Step 17	\$18.12	\$.72	\$18.84	\$18.89	\$.76	\$19.65	\$21.38	\$.86	\$22.24

Step 18	\$18.30	\$.73	\$19.03	\$19.08	\$.76	\$19.84	\$21.59	\$.86	\$22.45
Step 19	\$18.48	\$.74	\$19.22	\$19.26	\$.77	\$20.03	\$21.82	\$.87	\$22.69
Step 20	\$18.66	\$.75	\$19.41	\$19.46	\$.78	\$20.24	\$22.03	\$.88	\$22.91
Step 21	\$18.86	\$.75	\$19.61	\$19.65	\$.79	\$20.44	\$22.25	\$.89	\$23.14
Step 22	\$19.05	\$.76	\$19.81	\$19.85	\$.79	\$20.64	\$22.47	\$.90	\$23.37
Step 23	\$19.23	\$.77	\$20.00	\$20.05	\$.80	\$20.85	\$22.69	\$.91	\$23.60
Step 24	\$19.42	\$.78	\$20.20	\$20.25	\$.81	\$21.06	\$22.93	\$.92	\$23.85
Step 25	\$19.62	\$.78	\$20.40	\$20.45	\$.82	\$21.27	\$23.16	\$.93	\$24.09
Step 26	\$19.82	\$.79	\$20.61	\$20.65	\$.83	\$21.48	\$23.38	\$.94	\$24.32
Step 27	\$20.02	\$.80	\$20.82	\$20.86	\$.83	\$21.69	\$23.62	\$.94	\$24.56
Step 28	\$20.22	\$.81	\$21.03	\$21.07	\$.84	\$21.91	\$23.86	\$.95	\$24.81
Step 29	\$20.42	\$.82	\$21.24	\$21.28	\$.85	\$22.13	\$24.10	\$.96	\$25.06
Step 30	\$20.62	\$.82	\$21.44	\$21.49	\$.86	\$22.35	\$24.33	\$.97	\$25.30
Step 31	\$20.83	\$.83	\$21.66	\$21.70	\$.87	\$22.57	\$24.58	\$.98	\$25.56
Step 32	\$21.04	\$.84	\$21.88	\$21.93	\$.88	\$22.81	\$24.83	\$.99	\$25.82
Step 33	\$21.25	\$.85	\$22.10	\$22.15	\$.89	\$23.04	\$25.07	\$1.00	\$26.07
Step 34	\$21.46	\$.86	\$22.32	\$22.36	\$.89	\$23.25	\$25.32	\$1.01	\$26.33
Step 35	\$21.67	\$.87	\$22.54	\$22.59	\$.90	\$23.49	\$25.57	\$1.02	\$26.59
Step 36	\$21.89	\$.88	\$22.77	\$22.82	\$.91	\$23.73	\$25.84	\$1.03	\$26.87
Step 37	\$22.11	\$.88	\$22.99	\$23.05	\$.92	\$23.97	\$26.09	\$1.04	\$27.13
Step 38	\$22.33	\$.89	\$23.22	\$23.27	\$.93	\$24.20	\$26.35	\$1.05	\$27.40
Step 39	\$22.55	\$.90	\$23.45	\$23.50	\$.94	\$24.44	\$26.61	\$1.06	\$27.67
Step 40	\$22.78	\$.91	\$23.69	\$23.75	\$.95	\$24.70	\$26.89	\$1.08	\$27.97
Step 41	\$23.01	\$.92	\$23.93	\$23.98	\$.96	\$24.94	\$27.15	\$1.09	\$28.24
Step 42	\$23.24	\$.93	\$24.17	\$24.22	\$.97	\$25.19	\$27.42	\$1.10	\$28.52
Step 43	\$23.47	\$.94	\$24.41	\$24.46	\$.98	\$25.44	\$27.69	\$1.11	\$28.80

Step	Grade I Base	Grade I Override	Grade I Total	Grade J Base	Grade J Override	Grade J Total	Grade K Base	Grade K Override	Grade K Total
Step 1	\$19.01	\$.76	\$19.77	\$19.81	\$.79	\$20.60	\$20.64	\$.83	\$21.47
Step 2	\$19.20	\$.77	\$19.97	\$20.01	\$.80	\$20.81	\$20.86	\$.83	\$21.69
Step 3	\$19.39	\$.78	\$20.17	\$20.21	\$.81	\$21.02	\$21.06	\$.84	\$21.90
Step 4	\$19.58	\$.78	\$20.36	\$20.41	\$.82	\$21.23	\$21.27	\$.85	\$22.12
Step 5	\$19.78	\$.79	\$20.57	\$20.61	\$.82	\$21.43	\$21.48	\$.86	\$22.34
Step 6	\$19.98	\$.80	\$20.78	\$20.82	\$.83	\$21.65	\$21.70	\$.87	\$22.57
Step 7	\$20.18	\$.81	\$20.99	\$21.03	\$.84	\$21.87	\$21.92	\$.88	\$22.80
Step 8	\$20.38	\$.82	\$21.20	\$21.24	\$.85	\$22.09	\$22.14	\$.89	\$23.03
Step 9	\$20.58	\$.82	\$21.40	\$21.45	\$.86	\$22.31	\$22.36	\$.89	\$23.25
Step 10	\$20.79	\$.83	\$21.62	\$21.66	\$.87	\$22.53	\$22.58	\$.90	\$23.48

Step 11	\$21.00	\$.84	\$21.84	\$21.89	\$.88	\$22.77	\$22.81	\$.91	\$23.72
Step 12	\$21.20	\$.85	\$22.05	\$22.10	\$.88	\$22.98	\$23.04	\$.92	\$23.96
Step 13	\$21.41	\$.86	\$22.27	\$22.32	\$.89	\$23.21	\$23.27	\$.93	\$24.20
Step 14	\$21.63	\$.87	\$22.50	\$22.54	\$.90	\$23.44	\$23.50	\$.94	\$24.44
Step 15	\$21.85	\$.87	\$22.72	\$22.78	\$.91	\$23.69	\$23.74	\$.95	\$24.69
Step 16	\$22.07	\$.88	\$22.95	\$23.00	\$.92	\$23.92	\$23.97	\$.96	\$24.93
Step 17	\$22.29	\$.89	\$23.18	\$23.23	\$.93	\$24.16	\$24.21	\$.97	\$25.18
Step 18	\$22.51	\$.90	\$23.41	\$23.46	\$.94	\$24.40	\$24.45	\$.98	\$25.43
Step 19	\$22.74	\$.91	\$23.65	\$23.69	\$.95	\$24.64	\$24.69	\$.99	\$25.68
Step 20	\$22.96	\$.92	\$23.88	\$23.94	\$.96	\$24.90	\$24.95	\$1.00	\$25.95
Step 21	\$23.19	\$.93	\$24.12	\$24.17	\$.97	\$25.14	\$25.19	\$1.01	\$26.20
Step 22	\$23.42	\$.94	\$24.36	\$24.41	\$.98	\$25.39	\$25.44	\$1.02	\$26.46
Step 23	\$23.65	\$.95	\$24.60	\$24.65	\$.99	\$25.64	\$25.70	\$1.03	\$26.73
Step 24	\$23.90	\$.96	\$24.86	\$24.91	\$1.00	\$25.91	\$25.96	\$1.04	\$27.00
Step 25	\$24.13	\$.97	\$25.10	\$25.15	\$1.01	\$26.16	\$26.22	\$1.05	\$27.27
Step 26	\$24.37	\$.97	\$25.34	\$25.40	\$1.02	\$26.42	\$26.48	\$1.06	\$27.54
Step 27	\$24.61	\$.98	\$25.59	\$25.65	\$1.03	\$26.68	\$26.74	\$1.07	\$27.81
Step 28	\$24.87	\$.99	\$25.86	\$25.92	\$1.04	\$26.96	\$27.01	\$1.08	\$28.09
Step 29	\$25.11	\$1.00	\$26.11	\$26.18	\$1.05	\$27.23	\$27.28	\$1.09	\$28.37
Step 30	\$25.36	\$1.01	\$26.37	\$26.43	\$1.06	\$27.49	\$27.55	\$1.10	\$28.65
Step 31	\$25.61	\$1.02	\$26.63	\$26.70	\$1.07	\$27.77	\$27.83	\$1.11	\$28.94
Step 32	\$25.88	\$1.04	\$26.92	\$26.97	\$1.08	\$28.05	\$28.11	\$1.12	\$29.23
Step 33	\$26.13	\$1.05	\$27.18	\$27.24	\$1.09	\$28.33	\$28.39	\$1.14	\$29.53
Step 34	\$26.39	\$1.06	\$27.45	\$27.51	\$1.10	\$28.61	\$28.67	\$1.15	\$29.82
Step 35	\$26.65	\$1.07	\$27.72	\$27.79	\$1.11	\$28.90	\$28.96	\$1.16	\$30.12
Step 36	\$26.93	\$1.08	\$28.01	\$28.06	\$1.12	\$29.18	\$29.25	\$1.17	\$30.42
Step 37	\$27.19	\$1.09	\$28.28	\$28.34	\$1.13	\$29.47	\$29.54	\$1.18	\$30.72
Step 38	\$27.46	\$1.10	\$28.56	\$28.62	\$1.14	\$29.76	\$29.84	\$1.19	\$31.03
Step 39	\$27.74	\$1.11	\$28.85	\$28.92	\$1.16	\$30.08	\$30.14	\$1.21	\$31.35
Step 40	\$28.02	\$1.12	\$29.14	\$29.20	\$1.17	\$30.37	\$30.43	\$1.22	\$31.65
Step 41	\$28.30	\$1.13	\$29.43	\$29.49	\$1.18	\$30.67	\$30.74	\$1.23	\$31.97
Step 42	\$28.58	\$1.14	\$29.72	\$29.78	\$1.19	\$30.97	\$31.05	\$1.24	\$32.29
Step 43	\$28.87	\$1.15	\$30.02	\$30.09	\$1.20	\$31.29	\$31.36	\$1.25	\$32.61

Step	Grade N Base	Grade N Override	Grade N Total	Grade Bus Driver Base	Grade E Bus Driver Override	Grade Bus Driver Total
Step 1	\$23.38	\$.94	\$24.32	\$21.33	\$.85	\$22.18
Step 2	\$23.61	\$.94	\$24.55	\$21.54	\$.86	\$22.40
Step 3	\$23.85	\$.95	\$24.80	\$21.76	\$.87	\$22.63

Step 4	\$24.09	\$.96	\$25.05	\$21.98	\$.88	\$22.86
Step 5	\$24.33	\$.97	\$25.30	\$22.20	\$.89	\$23.09
Step 6	\$24.57	\$.98	\$25.55	\$22.42	\$.90	\$23.32
Step 7	\$24.82	\$.99	\$25.81	\$22.64	\$.91	\$23.55
Step 8	\$25.07	\$1.00	\$26.07	\$22.87	\$.91	\$23.78
Step 9	\$25.31	\$1.01	\$26.32	\$23.10	\$.92	\$24.02
Step 10	\$25.56	\$1.02	\$26.58	\$23.33	\$.93	\$24.26
Step 11	\$25.83	\$1.03	\$26.86	\$23.56	\$.94	\$24.50
Step 12	\$26.08	\$1.04	\$27.12	\$23.80	\$.95	\$24.75
Step 13	\$26.34	\$1.05	\$27.39	\$24.04	\$.96	\$25.00
Step 14	\$26.60	\$1.06	\$27.66	\$24.28	\$.97	\$25.25
Step 15	\$26.88	\$1.08	\$27.96	\$24.52	\$.98	\$25.50
Step 16	\$27.14	\$1.09	\$28.23	\$24.76	\$.99	\$25.75
Step 17	\$27.41	\$1.10	\$28.51	\$25.01	\$1.00	\$26.01
Step 18	\$27.68	\$1.11	\$28.79	\$25.26	\$1.01	\$26.27
Step 19	\$27.97	\$1.12	\$29.09	\$25.51	\$1.02	\$26.53
Step 20	\$28.24	\$1.13	\$29.37	\$25.77	\$1.03	\$26.80
Step 21	\$28.52	\$1.14	\$29.66	\$26.03	\$1.04	\$27.07
Step 22	\$28.81	\$1.15	\$29.96	\$26.29	\$1.05	\$27.34
Step 23	\$29.10	\$1.16	\$30.26	\$26.55	\$1.06	\$27.61
Step 24	\$29.39	\$1.18	\$30.57	\$26.82	\$1.07	\$27.89
Step 25	\$29.68	\$1.19	\$30.87	\$27.08	\$1.08	\$28.16
Step 26	\$29.98	\$1.20	\$31.18	\$27.35	\$1.09	\$28.44
Step 27	\$30.28	\$1.21	\$31.49	\$27.63	\$1.11	\$28.74
Step 28	\$30.58	\$1.22	\$31.80	\$27.90	\$1.12	\$29.02
Step 29	\$30.89	\$1.24	\$32.13	\$28.18	\$1.13	\$29.31
Step 30	\$31.20	\$1.25	\$32.45	\$28.46	\$1.14	\$29.60
Step 31	\$31.51	\$1.26	\$32.77	\$28.75	\$1.15	\$29.90
Step 32	\$31.83	\$1.27	\$33.10	\$29.04	\$1.16	\$30.20
Step 33	\$32.14	\$1.29	\$33.43	\$29.33	\$1.17	\$30.50
Step 34	\$32.46	\$1.30	\$33.76	\$29.62	\$1.18	\$30.80
Step 35	\$32.78	\$1.31	\$34.09	\$29.92	\$1.20	\$31.12
Step 36	\$33.12	\$1.32	\$34.44	\$30.22	\$1.21	\$31.43
Step 37	\$33.45	\$1.34	\$34.79	\$30.52	\$1.22	\$31.74
Step 38	\$33.78	\$1.35	\$35.13	\$30.82	\$1.23	\$32.05
Step 39	\$34.12	\$1.36	\$35.48	\$31.13	\$1.25	\$32.38
Step 40	\$34.46	\$1.38	\$35.84	\$31.44	\$1.26	\$32.70
Step 41	\$34.80	\$1.39	\$36.19	\$31.76	\$1.27	\$33.03

Step 42	\$35.16	\$1.41	\$36.57	\$32.08	\$1.28	\$33.36
Step 43	\$35.50	\$1.42	\$36.92	\$32.40	\$1.30	\$33.70
	Grade D	Grade E	Grade F	Grade G	Grade H	Grade I
Step 1	\$15.45	\$16.11	\$16.79	\$17.49	\$18.24	\$19.01
Step 2	\$15.60	\$16.27	\$16.96	\$17.68	\$18.42	\$19.20
Step 3	\$15.77	\$16.43	\$17.12	\$17.85	\$18.60	\$19.39
Step 4	\$15.92	\$16.59	\$17.29	\$18.03	\$18.79	\$19.58
Step 5	\$16.08	\$16.76	\$17.47	\$18.21	\$18.98	\$19.78
Step 6	\$16.24	\$16.93	\$17.64	\$18.39	\$19.17	\$19.98
Step 7	\$16.40	\$17.10	\$17.82	\$18.57	\$19.36	\$20.18
Step 8	\$16.56	\$17.27	\$18.00	\$18.76	\$19.55	\$20.38
Step 9	\$16.74	\$17.44	\$18.18	\$18.95	\$19.75	\$20.58
Step 10	\$16.90	\$17.61	\$18.36	\$19.14	\$19.95	\$20.79
Step 11	\$17.07	\$17.80	\$18.54	\$19.33	\$20.14	\$21.00
Step 12	\$17.24	\$17.97	\$18.73	\$19.52	\$20.34	\$21.20
Step 13	\$17.41	\$18.15	\$18.92	\$19.72	\$20.55	\$21.41
Step 14	\$17.58	\$18.33	\$19.11	\$19.92	\$20.76	\$21.63
Step 15	\$17.77	\$18.51	\$19.30	\$20.11	\$20.96	\$21.85
Step 16	\$17.94	\$18.70	\$19.49	\$20.31	\$21.17	\$22.07
Step 17	\$18.12	\$18.89	\$19.68	\$20.51	\$21.38	\$22.29
Step 18	\$18.30	\$19.08	\$19.88	\$20.73	\$21.59	\$22.51
Step 19	\$18.48	\$19.26	\$20.08	\$20.93	\$21.82	\$22.74
Step 20	\$18.66	\$19.46	\$20.28	\$21.14	\$22.03	\$22.96
Step 21	\$18.86	\$19.65	\$20.48	\$21.35	\$22.25	\$23.19
Step 22	\$19.05	\$19.85	\$20.68	\$21.56	\$22.47	\$23.42
Step 23	\$19.23	\$20.05	\$20.90	\$21.78	\$22.69	\$23.65
Step 24	\$19.42	\$20.25	\$21.10	\$22.00	\$22.93	\$23.90
Step 25	\$19.62	\$20.45	\$21.31	\$22.22	\$23.16	\$24.13
Step 26	\$19.82	\$20.65	\$21.52	\$22.44	\$23.38	\$24.37
Step 27	\$20.02	\$20.86	\$21.75	\$22.66	\$23.62	\$24.61
Step 28	\$20.22	\$21.07	\$21.96	\$22.89	\$23.86	\$24.87
Step 29	\$20.42	\$21.28	\$22.18	\$23.12	\$24.10	\$25.11
Step 30	\$20.62	\$21.49	\$22.40	\$23.35	\$24.33	\$25.36
Step 31	\$20.83	\$21.70	\$22.62	\$23.58	\$24.58	\$25.61
Step 32	\$21.04	\$21.93	\$22.86	\$23.82	\$24.83	\$25.88
Step 33	\$21.25	\$22.15	\$23.08	\$24.06	\$25.07	\$26.13
	Grade D	Grade E	Grade F	Grade G	Grade H	Grade I
Step 34	\$21.46	\$22.36	\$23.31	\$24.30	\$25.32	\$26.39

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Step 35	\$21.67	\$22.59	\$23.54	\$24.54	\$25.57	\$26.65
Step 36	\$21.89	\$22.82	\$23.78	\$24.79	\$25.84	\$26.93
Step 37	\$22.11	\$23.05	\$24.02	\$25.04	\$26.09	\$27.19
Step 38	\$22.33	\$23.27	\$24.26	\$25.28	\$26.35	\$27.46
Step 39	\$22.55	\$23.50	\$24.50	\$25.53	\$26.61	\$27.74
Step 40	\$22.78	\$23.75	\$24.75	\$25.80	\$26.89	\$28.02
Step 41	\$23.01	\$23.98	\$25.00	\$26.05	\$27.15	\$28.30
Step 42	\$23.24	\$24.22	\$25.24	\$26.31	\$27.42	\$28.58
Step 43	\$23.47	\$24.46	\$25.49	\$26.57	\$27.69	\$28.87

	Grade J	Grade K	Grade L	Grade M	Grade N	Grade Bus Driver
Step 1	\$19.81	\$20.64	\$21.52	\$22.43	\$23.38	\$21.33
Step 2	\$20.01	\$20.86	\$21.74	\$22.65	\$23.61	\$21.54
Step 3	\$20.21	\$21.06	\$21.95	\$22.88	\$23.85	\$21.76
Step 4	\$20.41	\$21.27	\$22.17	\$23.11	\$24.09	\$21.98
Step 5	\$20.61	\$21.48	\$22.39	\$23.34	\$24.33	\$22.20
Step 6	\$20.82	\$21.70	\$22.61	\$23.57	\$24.57	\$22.42
Step 7	\$21.03	\$21.92	\$22.85	\$23.81	\$24.82	\$22.64
Step 8	\$21.24	\$22.14	\$23.07	\$24.05	\$25.07	\$22.87
Step 9	\$21.45	\$22.36	\$23.30	\$24.29	\$25.31	\$23.10
Step 10	\$21.66	\$22.58	\$23.53	\$24.53	\$25.56	\$23.33
Step 11	\$21.89	\$22.81	\$23.78	\$24.78	\$25.83	\$23.56
Step 12	\$22.10	\$23.04	\$24.01	\$25.03	\$26.08	\$23.80
Step 13	\$22.32	\$23.27	\$24.25	\$25.27	\$26.34	\$24.04
Step 14	\$22.54	\$23.50	\$24.49	\$25.52	\$26.60	\$24.28
Step 15	\$22.78	\$23.74	\$24.73	\$25.79	\$26.88	\$24.52
Step 16	\$23.00	\$23.97	\$24.99	\$26.04	\$27.14	\$24.76
Step 17	\$23.23	\$24.21	\$25.23	\$26.30	\$27.41	\$25.01
Step 18	\$23.46	\$24.45	\$25.48	\$26.56	\$27.68	\$25.26
Step 19	\$23.69	\$24.69	\$25.74	\$26.83	\$27.97	\$25.51
Step 20	\$23.94	\$24.95	\$26.00	\$27.10	\$28.24	\$25.77
Step 21	\$24.17	\$25.19	\$26.26	\$27.37	\$28.52	\$26.03
Step 22	\$24.41	\$25.44	\$26.52	\$27.64	\$28.81	\$26.29
Step 23	\$24.65	\$25.70	\$26.79	\$27.92	\$29.10	\$26.55
	Grade J	Grade K	Grade L	Grade M	Grade N	Grade Bus Driver

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Step 24	\$24.91	\$25.96	\$27.06	\$28.20	\$29.39	\$26.82
Step 25	\$25.15	\$26.22	\$27.32	\$28.48	\$29.68	\$27.08
Step 26	\$25.40	\$26.48	\$27.59	\$28.76	\$29.98	\$27.35
Step 27	\$25.65	\$26.74	\$27.88	\$29.05	\$30.28	\$27.63
Step 28	\$25.92	\$27.01	\$28.15	\$29.34	\$30.58	\$27.90
Step 29	\$26.18	\$27.28	\$28.43	\$29.63	\$30.89	\$28.18
Step 30	\$26.43	\$27.55	\$28.71	\$29.94	\$31.20	\$28.46
Step 31	\$26.70	\$27.83	\$29.01	\$30.23	\$31.51	\$28.75
Step 32	\$26.97	\$28.11	\$29.30	\$30.53	\$31.83	\$29.04
Step 33	\$27.24	\$28.39	\$29.59	\$30.84	\$32.14	\$29.33
Step 34	\$27.51	\$28.67	\$29.89	\$31.15	\$32.46	\$29.62
Step 35	\$27.79	\$28.96	\$30.18	\$31.46	\$32.78	\$29.92
Step 36	\$28.06	\$29.25	\$30.48	\$31.77	\$33.12	\$30.22
Step 37	\$28.34	\$29.54	\$30.78	\$32.09	\$33.45	\$30.52
Step 38	\$28.62	\$29.84	\$31.10	\$32.41	\$33.78	\$30.82
Step 39	\$28.92	\$30.14	\$31.41	\$32.73	\$34.12	\$31.13
Step 40	\$29.20	\$30.43	\$31.72	\$33.07	\$34.46	\$31.44
Step 41	\$29.49	\$30.74	\$32.04	\$33.39	\$34.80	\$31.76
Step 42	\$29.78	\$31.05	\$32.36	\$33.72	\$35.16	\$32.08
Step 43	\$30.09	\$31.36	\$32.68	\$34.07	\$35.50	\$32.40

Formatted Table

APPENDIX III



Dear Parents:

Like you, we want your children to be safe from the moment they leave your home in the morning until they return home safely that afternoon. This can best be achieved by our working together.

You can help by discussing a few simple but effective precautions with your child concerning the “day away” from home. These precautions include making sure you and your child know:

1. the route you want taken to and from the bus stop, discussing both safety precautions and common courtesies to be maintained in route and at the bus stop,
2. the correct bus route number,
3. what to do if the bus is late in the morning or no one is home in the afternoon, and
4. to ALWAYS board and depart the bus at the correct stop as known and approved by you.

We hope it will never be necessary for your family to be concerned with violations of bus rules. You and your child should be aware of the discipline procedures designed to correct any concerns. Please take a few moments to go over these bus rules as outlined in the Guidelines for Rights and Responsibilities Handbook:

1. Always comply with bus driver’s/monitor’s directions.
2. Use classroom voice only (No profanity/loud noises)
3. Remain seated.
4. Keep hands, feet, and head inside bus, all personal possessions must be under control at all times.
5. Keep unauthorized materials and substances off the bus including: snacks, drinks, animals, glass objects, weapons, skateboards, large radios, other large electronic devices, or large objects that occupy a seat space.

The consequences listed below are to be implemented after “on-bus” interventions have been exhausted and may be in addition to any imposed by the Principal or designee.

1st Bus Conduct Report: Warning to the student with a report to parents.

2nd Bus Conduct Report: In-house suspension or suspension of riding privileges, report sent to parents. Terms of the suspension of riding privileges will depend on the severity of the infraction.

3rd Bus Conduct Report: Automatic suspension of riding privileges for a minimum of five days.

Beginning with each academic year, discipline will be based on an annual accrual of referrals.

SEVERE CLAUSE: INCIDENTS INVOLVING MAJOR VIOLATIONS OF THE GUIDELINES FOR RIGHTS AND RESPONSIBILITIES. AN IMMEDIATE SUSPENSION OF RIDING PRIVILEGES MAY BE IMPOSED.

By working together, we can safeguard your child from potential hazards associated with all aspects of transportation, both on and off the bus. If there is anything else we can do to make school bus transportation safer for your child, please let us know.

Sincerely,

APPENDIX IV

BUS CONDUCT REPORT

TUCSON UNIFIED SCHOOL DISTRICT

P.O. Box 40400
Tucson, Arizona 85717

STUDENT'S NAME (PLEASE PRINT)

DATE OF INCIDENT

Bus # _____ Route # _____ A.M. or P.M. _____ C E W _____
Facility _____ DRIVER OR MONITOR'S NAME (PRINT) _____

BCR'S ARE ISSUED AFTER VERBAL WARNING AND
OTHER ACTION BY BUS DRIVER OR MONITOR
(EXCEPT SEVERE)

SCHOOL OF ATTENDANCE

RECEIVED BY

DATE

Students who ride a school bus are subject to regulations at the bus stop and on the bus. Misbehavior that distracts the driver or creates problems at the bus stop jeopardizes the rights or safety of all students. Riding a bus is a privilege and can be revoked at any time. This student has been cited for the following infraction(s).

[] THIS STUDENT SETS A GOOD EXAMPLE/FOLLOWS BUS RULES. YOUR PRINCIPAL AND YOUR SCHOOL BUS STAFF APPRECIATE YOU.

[] YOUR BEHAVIOR IS IMPROVING

SEVERE OFFENSES

- [] THREATS/INTIMIDATION/GANG SIGNS
- [] THROWING OBJECTS
- [] FIGHTING/WEAPONS
- [] ILLEGAL ORGANIZATION/GRAFFITI
- [] ILLEGAL SUBSTANCES
- [] SEXUAL MISCONDUCT
- [] INAPPROPRIATE RACIAL COMMENTS
- [] ENDANGERING SELF OR OTHERS
- [] REPEATED MINOR OFFENSES

SEVERE CLAUSE: Incidents involving major violations of the Guidelines for Rights and Responsibilities. An immediate suspension of riding privileges may be imposed.

- [] CROSSING BEHIND THE BUS
- [] HANGING OUT OF WINDOW

(Please Print legibly)

PRIOR TO ISSUING THE BCR WAS THE CHILD INFORMED OF THE BUS RULES AND DID THE CHILD KNOW THEY WOULD BE RECEIVING THIS

BCR:

ADDITIONAL STUDENTS INVOLVED IN THE INCIDENT:

WHAT ACTIONS DID YOU TAKE BEFORE WRITING BUS TICKET:

ADDITIONAL FACTS:

ADMINISTRATOR ACTION(S) TAKEN: (Please Print Legibly)

First Offense [] Date: _____ Second Offense [] Date: _____ Third Offense [] Date: _____

Bus Driver/Bus Monitor Signature

Administrator's Signature

**Please FAX a copy of this report with Administrator's Actions to the Transportation Department: Central & West - 225-4800, East - 731-6706
BEGINNING WITH EACH ACADEMIC YEAR, DISCIPLINE WILL BE BASED ON AN ANNUAL ACCRUAL OF REFERRALS.**

Board Policy: KFA

Rev. 09/08 TUSD 167

APPENDIX V
TUCSON UNIFIED SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
PETITION OF GRIEVANCE MEDIATION AGREEMENT

The parties (as defined below) jointly hereby request the assistance of the Federal Mediation and Conciliation Services (FMCS) in the attempted resolution before them today. The parties agree to the following:

- 1. Grievance mediation is a supplement to, and not a substitute for, the steps of the contractual grievance procedure.
- 2. Any time limits in the parties’ labor agreement must be waived to permit the grievance to proceed to arbitration should the mediation be unsuccessful.
- 3. Proceeding before the mediator will be informal and rules of evidence do not apply. No record, stenographic or tape recording of the meeting will be made. The mediator notes are confidential and content shall not be revealed.
- 4. The mediator may conduct the conference utilizing all of the customary techniques associated with mediation, including the use of separate caucuses.
- 5. The mediator has no authority to compel resolution of the grievance.
- 6. In the event that no settlement is reached during the mediation conference, the mediator may provide the parties either in separate or joint session with an oral advisory opinion.
- 7. If either party does not accept an advisory opinion, the matter may then proceed to arbitration in the manner and form provided in their collective bargaining agreement. Such arbitration hearings will be held as if the grievance mediation effort had not taken place. Nothing said or done by parties or the mediator during the grievance mediation session can be used against them during arbitration proceedings.
- 8. FMCS and the mediator appointed by the Service will be held harmless of any claim of damages arising from the mediation process.

_____	_____	TUSD Representative
(name)	(date)	
_____	_____	AFSCME Representative
(name)	(date)	
_____	_____	Grievant (if present)
(name)	(date)	Grievance No. _____

APPENDIX VI
DUES DROP REQUEST FORM

AFSCME, Local 449
~~TUSD Division~~
~~379 S. Meyer Ave.~~
~~Tucson, AZ 85701~~
~~TUSD Division~~
~~3819 S. Evans Blvd. Suite 305~~
~~Tucson, 85714~~

Date: _____

To: AFSCME

Subject: Membership Cancellation

I _____, SSN _____ or
(please print clearly) (please print clearly)

TUSD Employee ID Number _____, wish to drop out of
(please print clearly)

Local 449. My job site is: _____
(please print clearly)

Signed: _____

Received by AFSCME:

Signature of AFSCME Representative is required

APPENDIX VII
Volunteer Overtime List

[illegible]

APPENDIX VIII
TUSD EMPLOYEE
SAFETY SUGGESTION FORM
(Instruction on reverse of this form)

Employee Name: _____ Date: _____
(optional)

Work Site: _____ Exact Location or Dept: _____
Description of Unsafe Conditions or Practice:

Causes or Contributing Factors:

Suggestion for Improving Safety:

Do Not Write Below This Line

.....
For use by Health and Safety Committee Only

RECOMMENDATION OF THE HEALTH AND SAFETY COMMITTEE:

_____ Accept – Additional Suggestions:

_____ Reject – Reason for Rejection:

TO BE COMPLETED BY THE SITE ADMINISTRATOR:

Site Administrator’s Decision and Action Taken:

If Accepted, Date Implemented: _____ Work Order #: _____

Description of How Implemented/Corrective Action:

INSTRUCTIONS

Blue Collar Employees are encouraged and expected to help TUSD maintain a safe environment for employees, students and the public. As part of our concern to reduce illness and injury, Blue Collar employees are given access to suggestion forms for input. Employees may make suggestions by contacting any member of the Blue Collar Health and Safety Committee. At the employee's discretion, suggestions may be made anonymously or employees may identify themselves, if they wish. Under NO circumstances will any employee be subject to disciplinary action or discharge as a result of submitting legitimate suggestions or bringing injury or illness hazards to the attention of management for corrective action.

Safety Suggestion Forms may be turned in to any Member of the Blue Collar Health and Safety Committee in person or via interoffice mail. Members and job sites are as follows:

A thorough investigation will be conducted or directed by the Blue Collar Health and Safety Committee. The results of the investigation will be communicated to all persons involved in the investigated situation through the District's Loss Prevention Specialist from the Safety Office.

TUCSON UNIFIED SCHOOL DISTRICT

Memorandum of Understanding for Blue Collar Employees

Effective July 1, 2026 through June 30, 2028

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For the 2026-2028
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ARTICLE ONE

DEFINITIONS

- 1-1** The term **AFSCME** shall mean the American Federation of State, County, and Municipal Employees, Local 449, AFL-CIO (AFSCME).
- 1-2** The term **AFSCME REPRESENTATIVE** shall mean any paid staff of AFSCME or stewards, and officers who are employees of the District
- 1-3** The term **BARGAINING UNIT** shall mean all regularly assigned part-time and full-time employees in a classification as defined in Appendix I and excluding supervisory, temporary, substitute, and initial probationary employees.
- 1-4** The term **BARGAINING UNIT SENIORITY** shall mean the total length of uninterrupted service in a regular part-time or full-time classification in the bargaining unit. However, seniority shall not accrue during unpaid leaves of absence, with the exception of a leave of absence pursuant to Article 25-2-A5 and 25-2-F.
- 1-5** The term **BOARD** shall mean the Governing Board of the Tucson Unified School District No. One.
- 1-6** The term **BREAK** shall mean a specified uninterrupted paid, duty-free period during the workday.
- 1-7** The term **CLASSIFICATION SENIORITY** shall mean the total length of service in a regular part-time or full-time classification.
- 1-8** The term **DATE OF HIRE** shall mean the most recent date an individual is employed in a regular part-time or full-time position, exclusive of temporary/substitute employment.
- 1-9** The term **DAY(s)** shall mean working days.
- 1-10** The term **DEMOTION** shall mean a change in assignment of an employee from a position in one classification to a position in another classification having a lower salary grade.
- 1-11** The term **DEPARTMENT SENIORITY** shall mean the total number of years of uninterrupted service in the Transportation Department.
- 1-12** The term **DISTRICT** shall mean the Tucson Unified School District No. One.
- 1-13** The term **DISTRICT SENIORITY** shall mean the total length of uninterrupted service calculated from the employee's most recent date of hire with the District in a regular part-time or full-time position.
- 1-14** The term **DRIVER** shall include CDL and Non-CDL (925) driver.

- 1-15** The term **DUTY TIME** Duty time shall not exceed a maximum of duty time as defined in the federal motor carrier regulation part 395, which currently states 15 hours in a 24-hour period; 60 hours per week. 8 hours off duty is required after 15 hours on duty.
- 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 **EMPLOYEE** shall mean a person hired to fill a budgeted part-time or full-time position in a classification, (excluding temporary, substitute, supervisory, or initial probationary employees).
- 1-18** The term **EXTRA DUTY** shall mean any trip, route, field trip, athletic trip, or other transportation related business that is not a regular assignment.
- 1-19** The term **EXTRA DUTY TIME** shall mean any time for which an employee is being paid that is in excess of the standard route time.
- 1-20** 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 employee has or shares a major financial responsibility and is an established resident within the employee's household.
- 1-21** The term **FULL-TIME** shall mean working 30 to 40 regularly assigned hours per week.
- 1-22** The term **GRIEVANCE** shall mean an action filed by an employee alleging a violation, misinterpretation, or inequitable application of the terms and conditions of this MOU.
- 1-23** The term **GUARANTEED TIME for DRIVERS and BUS MONITORS** shall mean a guarantee of a range between 30-40 hours per week based on Regular Assignment. The time value of a Regular Assignment (including pre and post trips) subject to quarterly bidding process.
- 1-24** The term **INITIAL PROBATION** shall mean a period of ninety (90) continuous workdays from the initial date of employment in a regular bargaining unit position. Management has the option of extending probation (based on written evaluation) by an additional ninety (90) continuous workdays. Management may also waive the probation period.
- 1-25** The term **JOB CLASSIFICATION** is a designated title for like positions, as set forth in Appendix I and hereinafter referred to as classification.
- 1-26** The term **JOB DESCRIPTION** shall mean the official definition of the type and level of duties and responsibilities, and the minimum qualifications required for the position.
- 1-27** The term **LAYOFF** shall mean a loss of regular employment with the District due to lack of available work.

- 1-28** The term **LUNCH PERIOD** shall be defined as a duty-free unpaid period of at least one-half (1/2) but no more than one (1) hour, scheduled as near as practical to the middle of an employee's work shift.
- 1-29** For the purpose of representation only, the term **MEMBER** shall mean employees who are dues paying members of AFSCME.
- 1-30** The term **MEMORANDUM of UNDERSTANDING (MOU)** shall mean this legal document outlining the terms, working conditions, and rights of the parties which governs Blue Collar employees.
- 1-31** The term **PART-TIME** shall mean working 20 or more regularly assigned hours per week, but less than 30 regularly assigned hours per week.
- 1-32** The term **PHYSICAL ASSAULT** shall mean intentionally, knowingly, or recklessly causing physical injury to another person.
- 1-33** The term **PROMOTION** shall mean a non-temporary change in job classification that would result in a higher pay grade.
- 1-34** The term **PROMOTION PROBATION** shall mean a period of ninety (90) continuous workdays from the initial date of promotion in a regular bargaining unit position. Management has the option to extend probation (based on written evaluation) by an additional ninety (90) continuous workdays.
- 1-35** The term **REASSIGNMENT** shall mean a change in regular assignment or an increase/decrease in hours that entails no change in base pay rate or classification.
- 1-36** The term **RECLASSIFICATION** is a process by which an employee's position is evaluated to determine whether it is appropriately classified.
- 1-37** The term **REGULAR ASSIGNMENT** shall mean the combination of any trip, routes, field trip, athletic trip, or other transportation related business between Monday and Friday that an employee is assigned as a result of the initial selection or reassignment process.
- 1-38** The term **REGULAR POSITION** is a position within a classification of the bargaining unit which is assigned to a particular site or department, and which is budgeted as part-time or full-time and is not temporary/hourly, out of classification, or substitute in nature. A person selected to fill such a position is a regular employee.
- 1-39** The term **REPORT TIME** shall mean the time an individual must report to work for a shift.
- 1-40** The term **ROUTE** shall mean a regularly established single course of travel between pick up and discharge of passenger(s) which is grouped into a trip.

- 1-41** The term **SUBSTITUTE** shall mean a person hired for an unspecified period of time with no guarantee of continuous worksite or hour assignment.
- 1-42** The term **SUPERVISOR** shall mean a person in a position designated by the Governing Board as supervisory/confidential or administrative.
- 1-43** The term **SUPERVISOR'S PERSONAL PERSONNEL FILE** shall mean any and all written documentation the supervisor possesses about an employee concerning minor deficiencies or offenses as defined in Article 13-2-B.
- 1-44** The term **TEMPORARY EMPLOYEE** shall mean an employee hired for a period of employment not to exceed six (6) work months in a year from the most recent date of hire.
- 1-45** The term **TRANSFER**, in other than Transportation, shall mean a change in worksite that entails no change in rate of pay or a change in shift that involves a regular part-time or full-time employee.
- 1-46** The term **TRIP** shall mean routes combined into an established regular assignment.
- 1-47** The term **URGENT NEED** shall mean an assignment requiring an immediate response to ensure the safety and efficiency of transporting students.
- 1-48** The term **VACANCY** shall mean any bargaining unit position listed in Appendix I, which is budgeted and adopted by the Governing Board and has no assigned incumbent, and which is not filled administratively through the layoff process, returning from leave (including placement of an employee released from a worker's compensation injury with or without any permanent disability), demotion, or involuntary transfer processes.
- 1-49** The term **WEEKLY ASSIGNMENT** shall be defined as the duration of time in a regularly scheduled work week in which an employee is expected to perform job related assignments to meet their guaranteed hours for the week.
- 1-50** The term **WORK WEEK** shall mean a seven (7) consecutive calendar day period.

ARTICLE TWO

GENERAL PROVISIONS

2-1 Savings Clause

The Board and AFSCME recognize that the Board has certain powers, discretions and duties that, under the Constitution and Laws of the State of Arizona, may not be delegated, limited to, or abrogated by an agreement with any party. Accordingly, if any provision of this MOU or any application to any employee covered hereby shall be found contrary to law or existing Board Policy, 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 MOU shall nevertheless continue in full force and effect.

2-2 Discrimination

Neither the District nor AFSCME shall discriminate on the basis of sex, age, race, national origin, gender identity, ethnicity, religious belief, or disabilities.

Neither the District nor AFSCME shall discriminate against any employee on the basis of participation or lack of participation in AFSCME's activities.

Nothing in the provisions of these terms and conditions shall be construed as a limitation upon the application of federal law, including Title IV 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, the Civil Rights Act of 1991, and other nondiscrimination laws and regulations.

2-3 District Rights

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

2-4 Recognition

The District recognizes AFSCME as the exclusive representative of employees (as defined in Article One) and shall negotiate terms and conditions of employment with AFSCME.

2-5

Within 30 calendar days of Governing Board's ratification of the MOU, the District shall post the MOU on its website and notify AFSCME of the posting by email, with a link to the MOU.

ARTICLE THREE

AFSCME DUTIES AND OBLIGATIONS

3-1

As the exclusive representative of employees as defined in Article 1-1, AFSCME is obligated to represent all employees in the bargaining unit as defined in Article 1-1 in good faith and ensure that the right, privileges and benefits provided by virtue of this MOU shall be applied equitably to all bargaining unit employees.

3-2 Hold Harmless/Indemnity

AFSCME shall indemnify and hold 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 AFSCME for the purposes of complying with this Article.

ARTICLE FOUR**AFSCME RIGHTS****4-1 Consultation**

Upon request of AFSCME or the District, AFSCME and the District may meet to consult upon matters of concern.

4-2 Facilities

With prior notification and approval by the site administrator, AFSCME and its representatives shall have the right to use District facilities at reasonable times outside of scheduled work hours when there is no disruption of normal activities for the purposes of conducting AFSCME business with small groups of 25 or less. Site administrators shall not arbitrarily and capriciously deny the use of facilities.

Arrangements for groups larger than 25 shall be made with the District official responsible for rentals. All regulations and appropriate charges shall be honored by AFSCME. More than one (1) meeting a month may occur.

4-3 Communications

A. AFSCME and its representatives shall have the right to post notices of activities and matters of AFSCME concern on a designated bulletin board at reasonably accessible places at each worksite. AFSCME will be guaranteed a 2x2 bulletin board space. Documents posted may not include any defamatory material or advocate insubordinate acts.

B. AFSCME shall have the right to utilize the District's mail system to communicate with members of the bargaining unit on matters authorized by an AFSCME representative as evidenced by AFSCME's logo. Likewise, the Office of Employee Relations shall provide a copy of any matters affecting the employment, compensation, or benefits of any group of employees covered by this agreement to the AFSCME Local 449 Office and TUSD Division Chair prior to dissemination of information to the employees. Documents communicated through the District's internal mail system or email system may not include defamatory material or advocate insubordinate acts.

4-4 Information

The District shall furnish the following information to AFSCME:

- A. Employee Data: During the months of July, October, January, and May, and when a written request is made to the Employee Relations Department by an AFSCME representative, the District shall email to AFSCME a list of all bargaining unit eligible employees, including the following information for each employee:

1. Name
 2. Job title
 3. Department
 4. Rate of pay
 5. Pay grade
 6. Number of work hours
 7. District seniority date
 8. Job location
 9. Employee identification number
 10. Work email address
- B.** A copy of the Board adopted budget for each fiscal year shall be posted on the District website.
- C.** Any specifically requested financial or employee data, provided it is data that the District produces in the course of its regular activities.
- D.** A list of budgeted but unfilled positions as of July 1 and January 1 of each year.
- E.** The name, position title, and worksite of a new hire employee hired to work in a bargaining unit classification within the District within 20 days of the date the individual is processed by the Human Resources Department, or the date the Board approves the appointment, whichever is earlier.
- F.** A list of all terminations, resignations, retirements, leaves of absence and any other separations involving employees working in bargaining unit classifications in the District by the third Wednesday of each month.
- G.** A list of all completed transfers, promotions, demotions, recall, returning from leave of absence for employees working in bargaining unit classifications in the District, by the third Wednesday of each month.
- H.** A list of all employees working in bargaining unit classifications in the District who have had an increase or decrease in assigned hours (indicate change in hours) by the third Wednesday of each month.
- I.** An alphabetical list of all direct-hire temporary employees working in bargaining unit classifications in the District by October 1 and February 1 of each year.

J. Organizational Changes

The District will make a reasonable effort to provide AFSCME with information on major organizational changes as soon as practical.

K. Requests for Proposals for Contracted Services/Temporary Staffing

Upon written request by AFSCME, the District shall provide, within ten (10) working days, information, documentation, or specifications related to Requests for Proposals (RFPs) for contracted services or temporary staffing that involve work typically performed by bargaining unit members. The District's obligation under this section is limited to information that is normally available and legally releasable to the public under applicable public records laws.

L. No Retaliation

No Employee shall be subject to retaliation for requesting information under this section, and the District shall not use information requests as a basis for disciplinary action.

4-5 Seniority Tie Breaker

In the event two or more employees share the same date of hire in the bargaining unit or a classification, seniority shall be determined by utilizing the last four digits in the employees' social security numbers. The employee having the lowest number shall have the most seniority, and others shall be ranked accordingly from lowest to highest.

4-6 Payroll Deduction - AFSCME Dues

- A.** Upon receipt of written authorization from any employee, the District agrees to deduct from the salary of members of AFSCME the annual amount due and payable by the individual as certified by AFSCME. Upon receipt of written authorization from any employee, the District agrees to deduct from the salary of members of AFSCME additional deductions for the AFSCME PEOPLE Fund.
- B.** The dues rate shall be updated and implemented on July 1, of each year to reflect any increase in salary for the following school year. AFSCME will submit a list of AFSCME deductions to the District indicating the amount the District should withhold from its members as well as the individual's yearly deduction schedule. ONLY twelve month employees shall have dues deducted over 26 pay periods biweekly. The District shall remit deductions made on behalf of the membership to AFSCME Local 449 on a bi-weekly basis with a list of employees for whom deductions were made specifying the amounts.
- C.** Payroll Department shall forward a copy of any cancellations received to AFSCME. Except as provided in D below, an employee may cancel deductions of dues of AFSCME upon written notification to the Payroll Department only in accordance with Article 4-6 D.

- D.** The following cancellation procedures shall become effective the day following ratification. AFSCME agrees to notify all current members of this change 30 days after the ratification of this MOU for Blue Collar Employees.
- 1)** An employee wishing to cancel their dues check-off authorization shall provide written notice and photo identification to AFSCME between May 1st and May 15th of each year by means of a dues deduction drop request form completed in full (Appendix VI). AFSCME shall provide Employee Relations with a copy of the dues deduction request form. Employee Relations shall only distribute this form to employees who request it in writing. AFSCME shall provide a dues deduction drop request form to the employee at their request. AFSCME shall submit all cancellations to the District no later than June 1st of each year.
 - 2)** In the event an employee is separated from employment with the District for any reason, all obligation for deduction of dues shall cease.
- E.** Hold/Harmless: AFSCME shall indemnify and hold harmless the District from and against any and all claims, damages or other forms of liability which may arise out of or by reason of any action taken by the District or AFSCME for the purposes of complying with Section 4-6.
- F.** Two (2) additional payroll deduction check-offs shall be provided to AFSCME, Local 449, TUSD Division. The use shall be established by AFSCME.

4-7 Steward Recognition

- A.** AFSCME stewards may take reasonable time off from work to provide representation for employee(s) as defined in Article 5-5 and shall email the supervisor with a copy to Employee Relations to notify supervisor of their planned absence at least two (2) work days in advance. Stewards, with the permission of their immediate supervisor, may be released with less than two (2) days notice, workload permitting.

AFSCME will provide the Office of Employee Relations with the names of ten (10) AFSCME representatives by October 15 of the year of this Agreement.

- B.** AFSCME representatives shall be granted released time for the following activities:
- 1.** Attendance to provide representation at grievance hearings or arbitration proceedings.
 - 2.** When a District representative and/or designee has requested in writing for an AFSCME steward to be present.

4-8 Leave of Absence for AFSCME Business

An unpaid leave of absence shall be granted to no more than one employee for the purpose of serving full-time for AFSCME. Such leave shall be granted on an annual basis for up to two years.

4-9 AFSCME Stewards

AFSCME Stewards must use their personal/vacation leave time to conduct AFSCME business except in the following cases:

1. Attendance to provide representation at grievance hearings or arbitration proceeding;
2. When a District representative and/or designee has requested in writing for an AFSCME steward to be present.

4-10 Job Descriptions

By January 1 of each year, the District shall make available to AFSCME a job description for those classifications in the bargaining unit, including any additions made during the life of these Terms and Conditions. If additional classifications are identified during the term of these terms and conditions, or if the classification of a position changes, AFSCME shall receive written notification of the change.

4-11 Access

- A. AFSCME representatives shall have access to records and files of all non-confidential information necessary to the determination and processing of any grievances.
- B. AFSCME representatives shall not be denied access to worksites to talk with grievant(s) or witnesses during their lunch period or break times while investigating grievances.
- C. AFSCME representatives and officers shall be given the opportunity to make a presentation at all in-services for members of the bargaining unit.
- D. The Union shall be invited to attend all regularly scheduled District employee orientations for members of the bargaining unit. At these orientations, the District shall provide the Union with a designated area to set up an informational table to meet with new bargaining unit employees and share information regarding this MOU and related matters. Any materials or handouts to be distributed to new employees must be provided to the Human Resources Department in advance.

ARTICLE FIVE

EMPLOYEE RIGHTS

5-1 Job Description

A description of duties for the specific classification shall be given to each new employee when hired or when an employee changes classification and shall be available to current employees in the Human Resources department upon request. Questions or clarification about specific duties associated with the job description should be addressed with the immediate supervisor and clarifying questions can be addressed by Employee Relations.

5-2 Official Personnel File

During the department's normal business hours, an employee, with or without an accompanying AFSCME representative, may review and copy (at reasonable cost) the

contents of their official personnel file (microfiche and hardcopy) which shall be kept in the Human Resources Department.

Requests shall be processed through Human Resources. Each employee's personnel file shall contain all documents used in personnel actions and records of personnel actions involving the employee. An employee shall have the right to indicate, in writing to the Employee Relations Department, those documents in their personnel file which may be obsolete, inaccurate or otherwise inappropriate to retain. Upon receipt of the written request by the Employee Relations Department, said documents shall be reviewed by the District Superintendent or designee, and if determined by the Superintendent or designee to be obsolete, inaccurate, or otherwise inappropriate to retain, within thirty (30) work days they shall be destroyed. Such request must be made upon the form provided by the District Employee Relations Department.

- A. Letters of said request shall not be contained in an employee's personnel file after such a process is requested and completed.
- B. No memorandum of disciplinary incidents that are not classified as reprimands or suspensions shall be placed in the employee's personnel file.

5-3 Retention of Disciplinary Records

- A. At the request of the employee, a letter of reprimand shall be removed from their personnel file provided:
 - 1. The action leading to the reprimand, or any related action, has not been repeated in an eighteen (18) month period following the reprimand;
 - 2. No other letter of reprimand has been placed in their personnel file in an eighteen (18) month period following the reprimand;
 - 3. Any discipline issued as a result of physical abuse against a student shall remain in the employee's 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 AFSCME and TUSD has been received by the Office of Employee Relations. Removal is permitted after five (5) years at the request of the employee and provided no additional reprimands have been issued during this period.
- B. **Records of Suspension**
Records of suspension are not subject to removal from the employee's personnel file. After an employee has gone a period of two (2) years without additional discipline, employee may request a review by the District to determine if the suspension should be removed.

- 5-4 No derogatory material regarding an employee's conduct shall be placed in the personnel file unless the employee has been given the opportunity to review all material and an opportunity to indicate such review was completed by signing the documents. Signature shall not indicate agreement with the documents, only that a review has been completed. A written signed response to the materials may be completed by the employee within ten (10)

days and this response shall be attached and placed in the personnel file. An employee may provide a representative with a signed, dated permission statement allowing a specific designated representative to have access to and copy (at a reasonable cost) the content of the employee's official personnel file. Such permission shall be for a specific duration of time with a fixed termination date never longer than ten (10) days from the date of the signed permission statement. All representatives shall process such statements through the Human Resources Department prior to access to the employee's official personnel file.

Grievance and materials related to grievance proceedings shall not be kept in the employee's personnel file. Exceptions to this shall be:

- A. Personnel Action Forms;
- B. Adjustments to issued reprimand letters;
- C. Copy of grievance settlement stipulation in lieu of a Personnel Action Form.

5-5 AFSCME Representation

Upon request, a member has the right to representation for the following:

- A. Grievance procedures;
- B. When receiving any disciplinary action;
- C. During the reclassification appeals procedure;
- D. For meeting(s) reasonably requested by the member on job-related concerns. Such requests shall not be unreasonably denied. Meetings on job-related concerns may be scheduled before, during or after the work hours.
- E. During an investigatory interview that may lead to discipline of the member, the member shall be responsible for arranging representation prior to the scheduled meeting. The District shall afford the employee three days from the date of notice to make such arrangements, should representation be desired by the member. Said meeting shall be conducted within a reasonable time period after making arrangements for representation, not to exceed 15 days from the date of notice.
- F. The District will notify AFSCME by email at least three (3) working days prior to any meeting in which a member will receive a reprimand or a suspension without pay or for the purpose of conducting a pre-termination hearing of a member. At the employee's request, the notice shall include the specific allegations.

5-6 Nepotism

Supervision, evaluation and the recommendation for hiring, retention, promotion, transfer, assignment, leave, salary, or discipline of an employee shall not be made by a member of the immediate family or an established person within the employee's household in accordance with Governing Board Policy GBEAA.

- 5-7** Employees shall have the right to be free from physical and/or verbal abuse, sexual and/or mental harassment, and racial, ethnic or derogatory and/or defamatory statements.

5-8 Political Action

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

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

An employee is forbidden, however, to use District property, supplies and/or materials at any time for any personal, political activity, or political efforts; and the employee may use District property, supplies, materials, and work time only as necessary to complete assigned work.

5-9 Outside Employment

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

5-10 Video Cameras

- A.** Surveillance equipment (including bus cameras, site cameras, and safety officer body-worn cameras) shall be used in accordance with Governing Board Policy ECAA to ensure health, safety, and property protection. Surveillance will not be used in areas where employees have a reasonable expectation of privacy nor used to monitor AFSCME activities.
- B.** Surveillance footage shall not be used for routine performance evaluations, promotion decisions, or transfers, except where relevant to a thorough investigation of alleged employee misconduct.
- C.** Material from video or audio recordings shall not be used in employee disciplinary action without prior notice to the employee. When a written accusation is made, the employee and their union representative shall be provided an opportunity to view relevant recordings prior to any formal disciplinary proceeding. In accordance with Policy ECAA, requests to view recordings must be submitted in writing within fifteen (15) calendar days of the event. Personal or identifiable information of students or other non-subject individuals may be redacted in compliance with privacy laws (e.g., FERPA). Representatives and employees may take notes during viewings.

- D. Video footage is a tool and shall not replace a thorough investigation, which includes witness statements and corroborative evidence. Investigations will be completed within ten (10) working days of a written complaint, unless scope or extenuating factors (e.g., law enforcement proceedings) require an extension. Surveillance devices will not be used to replace bargaining unit positions.

5-11 Technology Access for Blue Collar Employees

- A. The District shall ensure that each school or work site provides bargaining unit members with access to a District-networked computer for District-related business. Access to the District computer shall be scheduled and approved by the site Administrator or their designee. Employees are expected to utilize this time efficiently and strictly for authorized District activities.
- B. The District shall provide necessary training on the use of District-required technology systems, including email, work order systems, and online training platforms. Training shall occur during normal working hours and shall not be charged to the employee's personal or sick leave.
- C. To support professional development and administrative duties, the site Administrator shall designate an appropriate on-site location for computer use. This space shall provide reasonable quiet and privacy, allowing employees to effectively check District email, review assignments and updates, and complete online training.
- D. This section shall not be used to discipline any employee for lack of computer proficiency until the training required in subsection B has been provided.

5-12 Defense and Indemnification of Employees (Incorporation of Governing Board Policy GE)

- A. The District shall defend, hold harmless, and indemnify bargaining unit employees from and against any and all claims of civil liability for alleged acts, errors, or omissions of any nature, provided the employee was acting on behalf of the District and within the course and scope of their employment. This coverage includes civil litigation and administrative proceedings brought by licensing or regulatory authorities that affect a license necessary for the employee's duties. Joint representation by the District's Attorney or designated outside counsel will be provided at the District's expense to the extent permitted by Arizona law and ethical rules.
- B. Exclusions: Indemnification and defense shall not apply to:
 - 1. Claims or losses directly attributable to an act or omission determined by a court of competent jurisdiction to be a felony committed by the employee.
 - 2. Claims or losses arising from a tort committed outside the scope and course of the employee's employment

3. Any civil or criminal actions arising out of conduct unrelated to the employee's employment with the District.
- C.** Employee Obligations: To receive these defense and indemnification benefits, the employee must strictly comply with the following:
1. Immediate Notice: The employee must forward every demand, notice, summons, or legal process received to the Legal Department within ten (10) days of service and must also immediately inform their supervisor.
 2. Cooperation: The employee must fully cooperate and assist the District in the conduct of lawsuits, settlement conferences, and hearings, including attending all necessary meetings or trials.
 3. No Voluntary Payments: The employee shall not voluntarily make any payment, assume any obligation, or incur any defense expense without prior authorization from the Legal Department.
- D.** Independent Counsel: Employees retain the right to hire independent civil defense counsel at their own sole expense. Doing so does not relieve the employee of their obligation to cooperate fully with the District's defense.
- E.** Legal Limitations: In alignment with Policy GE, nothing in this section shall be construed to impose any additional liability upon the District, nor shall it impair any legal defense available to the District or its employees under the law.

ARTICLE SIX

NEGOTIATIONS

- 6-1 A.** Should either the District or AFSCME desire to reconvene negotiations for a subsequent Memorandum of Understanding, they shall serve upon the other, no later than February 1 of each year, written request for reconvening as well as submission of issues for negotiation. Upon receipt of such a request, the negotiation process shall begin no later than March 15 of each year.
- B.** Release time for Negotiations:
There shall be no more than six (6) negotiating team member representatives. The members designated by AFSCME shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with The District.

ARTICLE SEVEN

JOINT COMMITTEES

7-1 The following joint committees shall meet for the balance of the contract duration:

A. Labor Management Committee

A labor management committee shall be formed covering departments affected by this MOU for Blue Collar Employees and shall continue in effect for the term of this MOU. This committee shall consist of up to seven (7) employee members designated by AFSCME and up to seven (7) employee members designated by the District.

The Labor Management committee shall meet on a quarterly basis on Mondays at 10:30 am at a place designated by Employee Relations or more often as needed by mutual agreement.

The purpose of these meetings shall be to discuss problems, interests and objectives of mutual concern not involving grievances or other collective bargaining subjects.

B. Professional Development Committee

Two (2) employees selected by AFSCME and two (2) employees selected by the District shall commence meeting no later than October 1 each year, to review course descriptions for Professional Development opportunities that do not cost any money, do not directly relate to the employee's job, and that can be made available to employees on a voluntary basis, outside of work hours, at no cost to the employee, and for which the employee does not perform any productive work during such attendance.

C. Health and Safety Committee

TUSD and AFSCME shall recognize the health and safety committee as a joint committee between the parties and shall follow the guidelines as set forth in Article 21-10 of this document.

7-2 AFSCME and the District as covered entities shall comply with all regulations as specified in the Americans with Disabilities Act (ADA).

ARTICLE EIGHT

MEET AND CONFER

8-1 The District and AFSCME agree that this MOU constitutes the entire agreement between the parties for its duration. The parties further agree to establish a joint "Meet and Confer" process to discuss matters of mutual concern, whether or not referred to or covered in this MOU, that may arise during the term of this MOU. These discussions shall be informal and collaborative in nature and shall not be considered formal bargaining.

ARTICLE NINE

NO STRIKE

9-1 AFSCME hereby agrees that neither it nor its members, officers or representatives shall initiate or support any strike, slowdown, or refusal to perform assigned duties by members of the bargaining unit. AFSCME and its officers and representatives shall do everything

reasonably within their power to end or avert the same. This provision shall be in effect during the term of this MOU for Blue Collar Employees.

ARTICLE TEN

DURATION OF MEMORANDUM OF UNDERSTANDING FOR BLUE COLLAR EMPLOYEES

- 10-1** Unless specified otherwise in this MOU, the provisions of this MOU for Blue Collar Employees shall be effective the first day following ratification by the Governing Board of Tucson Unified School District, and shall remain and continue in effect through the thirtieth day of June 2028.
- 10-2** By mutual written consent of both parties, this agreement may be opened for amendment. Any written request for amendment shall contain a detailed statement of the desired contractual change as well as the reason for the change. Such requests shall then be scheduled for discussion as soon as practicable for both parties. If the parties cannot reach an agreement on the requested changes, then the present terms and conditions of this agreement shall remain in full force and effect.
- 10-3** The parties mutually agree to open article(s) which have financial impact annually.

ARTICLE ELEVEN

ENTIRE AGREEMENT

- 11-1** This MOU constitutes the sole and entire existing terms and conditions between the parties and supersedes all previous agreements between the District and AFSCME or the District and any of the covered employees.

ARTICLE TWELVE

GRIEVANCE PROCEDURE

- 12-1** The District and AFSCME acknowledge that it is usually most desirable for an employee and the immediate supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed. This article provides members with a process for review of certain complaints; to assure fair and equitable treatment of all employees and, to provide a timely, orderly procedure to handle grievances.
- 12-2 Level One**
An employee with a complaint (grievance) must first present it orally and informally, with or without the presence of their representative, to the grievant's immediate supervisor within fifteen (15) days from the occurrence of the alleged violation, or fifteen (15) days from the time the alleged violation is known to the grievant. Said meeting shall be held within five (5) days of the grievant's request. The supervisor shall render an oral decision within five (5) days after the meeting is held and there shall be no written response at this level.
- 12-3 Level Two**
If resolution is not reached by means of the informal complaint procedure, the grievant shall have ten (10) days from the date of the supervisor's decision to file a written formal

grievance. Formal grievances (which may be presented directly by the grievant or through the AFSCME representative) shall be filed as follows:

- A. Schools to the principal or the designee;
- B. All others to the department head or the designee.

A written grievance shall include the following:

1. A synopsis of the facts giving rise to the alleged violation or misinterpretation, including appropriate dates.
2. The specific section of this MOU for Blue Collar Employees which has been allegedly misinterpreted or allegedly inequitably applied. And as to Levels Two and Three (but not Level Four) of the grievance procedure it may contain the policy, past practice, rule or regulation, if applicable, which has been allegedly misinterpreted or allegedly inequitably applied.
3. the relief requested. Signature of the Grievant and the date it is submitted.

Within ten (10) days after receiving the written claim of grievance, the department head/principal or designee shall state the decision in writing and forward it to the Superintendent or designee, AFSCME, the employee and representative, if any.

12-4 Level Three

- A. Within seven (7) days after receiving the written decision of the department head/principal or designee, the grievant may, either in person or through the representative, submit a written appeal of the department head/principal or designee's decision to the Director of Employee Relations, through their department head/principal or designee. Said appeal shall be accompanied by copies of the original written claim of grievance and the department head/principal or designee's written decision, if rendered, and shall state specific objections to that decision. The Director of Employee Relations shall investigate the claim, evaluate the evidence, and within twenty (20) days after receiving the written appeal schedule a hearing, and within ten (10) days after the hearing, state in writing a decision. All parties must provide copies of any and all documents to be presented for consideration by the hearing officer at the Level III grievance hearing to the Director of Employee Relations by the close of business on the day prior to hearing. AFSCME shall receive copies of all grievance decisions made as a result of hearings without AFSCME representation. Such decisions shall not be used by either party as precedent in future grievances.
- B. At the request of both parties, and as a supplement to the Level III hearing, a federal mediator may be used under the following conditions:
 1. All parties must sign the petition of agreement to use a federal mediator (Appendix V);
 2. Mediation will be administered according to the Federal Mediation and Conciliation Services;
 3. Mediator has no authority to compel a settlement, but may offer advisory opinions;
 4. It is not mandatory to reach a settlement;
 5. Either party may withdraw from the proceeding at any time;

6. The grievant may attend all sessions;
7. Rules of evidence do not apply;
8. All discussions are confidential;
9. All discussions used during mediation are not admissible in a subsequent arbitration hearing.

12-5 Level Four - Arbitration

Only grievances arising out of an alleged misinterpretation or alleged violation of the express terms of this MOU for Blue Collar Employees may be submitted to Level Four and only on petition of AFSCME. If the response of the third level does not result in resolution of the grievance, AFSCME on behalf of the grievant may invoke the Level Four procedure within fifteen (15) days of the receipt of the Level Three decision.

AFSCME and the District shall mutually agree on an arbitrator.

- 12-6** If AFSCME and the District cannot agree on an arbitrator, Federal Mediation and Conciliation Services shall be asked to provide a list of seven (7) arbitrators with public sector experience. The arbitrator shall be selected by AFSCME representative and the Superintendent's designee by alternately striking the names on the list, with District and AFSCME alternately first from arbitrator to arbitrator. The remaining name shall serve as the arbitrator.

- 12-7** All costs of the arbitration shall be borne equally by the District and AFSCME.

- 12-8** The arbitrator shall conduct a hearing, investigate the claim, evaluate the evidence and within thirty (30) calendar days render a decision to the Board which shall be advisory.

The arbitrator shall be bound by the following:

1. An arbitration decision shall neither add to, detract from, nor modify the language of this MOU for Blue Collar Employees.
2. The arbitration decision shall expressly be confined to the precise issues submitted by the parties. The arbitrator shall have no authority to consider any other issue not so submitted.

- 12-9** The decision of the Governing Board regarding the arbitration recommendation shall be submitted by certified mail to the grievant and the AFSCME representative at the last known mailing address. Said notice shall be mailed no later than three (3) working days following the Board's decision.

12-10 Computation of Time

Included in any time period specified within this Article which is ten (10) days or less, Saturday, Sunday and holidays shall not be computed in the time period specified. Any time period in excess of ten (10) days will be calculated as calendar days.

12-11 Time Limits

Failure at any step of this procedure to communicate a decision to the grievance by management within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step to appeal the 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.

12-12 Non-Discrimination

No reprisals shall be taken by the District or AFSCME against a grievant or witnesses because of participation in the grievance procedure.

12-13 Forms

Forms for filing grievances shall be prepared by the District in consultation with AFSCME.

12-14 Hearings and Decisions

At each of the levels of the grievance procedure the grievant and their representative shall be given a reasonable opportunity to be heard. All decisions beginning at Level Two shall be in writing and shall include supporting reasons. Two copies of all decisions and recommendations shall be promptly furnished to AFSCME, and/or the grievant's representative, if any. AFSCME (or representative) shall be responsible for furnishing such written decision/recommendation to the grievant.

12-15 Employee Participation in Grievance Process

Grieving employees shall receive their regular rate of pay for any part of their workday spent in the following grievance related activities:

A. Attending scheduled grievance hearings;

B. Attending arbitration hearings.

12-16 Payment

Grievant(s) and a reasonable number of employee witnesses who testify orally at scheduled hearings or arbitration hearings shall receive their regular rate of pay for any part of their workday spent testifying.

Employees shall be released from their work duties only for the time necessary to testify and are expected to return to work immediately upon being released from the hearing.

The Employee Relations Office must be notified at least two (2) days prior to the scheduled hearing in order to arrange released time for the grievant(s) and/or witness(es). Witnesses, with the permission of their immediate supervisor, may be released with less than two (2) days notice.

12-17 Information Access

AFSCME and its representatives shall not be prohibited from contacting the District to discuss matters of administrative policy and procedures as they relate to wages and terms and conditions of employment.

12-18 Group Grievance

If, in the judgment of AFSCME representative, the grievance affects a defined group of employees, AFSCME may pursue the grievance at Level Three. Prior to filing the written Level three grievance, AFSCME shall first present the grievance orally to the Director of Employee Relations in accordance with the Level one provisions.

12-19 Non -Member Employees

Non-dues paying employees shall report alleged violations of this document to the Office of Employee Relations. In no event shall an agreement between the employee and TUSD's Office of Employee Relations alter the terms and conditions of the MOU for Blue Collar Employees.

ARTICLE THIRTEEN**NON-DISCIPLINARY ACTIONS, DISCIPLINE and DISMISSAL FOR CONDUCT****13-1 Rules**

- A.** Violations of the rules, regulations or policies of the Governing Board or of state and federal laws may result in disciplinary action which shall be in accordance with these rules.
- B.** The Governing Board or designee(s) reserves the right not to discipline an employee for a violation of the rules, regulations or policies of the Governing Board.
- C.** An employee 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 employee'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.

13-2 Non-Disciplinary Action

Supervisors will utilize non-disciplinary action as a means to counsel and instruct employees 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 employee 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 employee that there may be a need to take further disciplinary action should the conduct continue or repeat.
2. When an employee 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 employee, 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 employee's file(s) in the six-month period following the letter of direction.

13-3 Progressive Discipline

- A. The District shall use progressive discipline as a means to identify and correct problems. Progressively more severe penalties may be imposed when related offenses are repeated. This does not require that each penalty be more severe than the immediate preceding one regardless of the offense involved. Progressive discipline encourages supervisors to informally counsel and instruct employees 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. Employee is charged by criminal complaint, information or indictment of any criminal offense which would be deemed cause for dismissal.
 - 2. The employee's 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 employee, the employee may appeal by filing a grievance at Level III to the Employee Relations Department within ten (10) days for reprimand and 30 calendar days for suspension.
- E. Any discipline of an employee by a supervisor, shall be conducted in private. No employee shall be reprimanded and/or disciplined in the presence of pupils, parents, other employees or the public.

13-4 Letters of Reprimand

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

13-5 Suspension

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

13-6 Pre-Termination Hearing

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

13-7 Termination

If the decision is to terminate the employee, the decision will be communicated by U.S. mail. The employee will be paid through the termination date which shall be no earlier than the day following the Pre-Termination Hearing. Termination can be appealed by filing a grievance directly at Level III to the Employee Relations Department within ten (10) days of the date of the mailing, plus two days. The 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 employee receives a disciplinary action they do not agree with, the grievance process may be utilized to achieve a fair and impartial outcome.

13-8 Written Reprimand Retention

At the request of the employee, 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 employee's 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 AFSCME and TUSD has been received by the Office of Employee Relations. Removal is permitted after five (5) years at the request of the employee and provided no additional reprimands have been issued during this period.

13-9 Participation

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

ARTICLE FOURTEEN**EVALUATION**

14-1 Employees shall be evaluated at least annually by their supervisors.

14-2 Performance management informal meeting/counsel – if performance deficiencies exist, management shall have informal and formal discussions with the employee in order to improve performance that meets both the individual's and the district's objectives. There shall be documentation of such meetings signed by the employee and the supervisor.

ARTICLE FIFTEEN**RECRUITMENT/SELECTION PROCESS**

15-1 Substitutes - It is not the intent of the District to use substitutes in place of filling vacancies. The intent is to use substitutes as fill-ins for absent employees, extra needed work, and

situations where a substitute assignment can save the District over-time expenses. The list of substitutes shall be made available to AFSCME upon request.

- 15-2 Temporary Employees** - Temporary employees hired into a regular position shall have their temporary service applied to the completion of their probationary period, provided there is no change in classification or worksite. The six (6) month period may be extended to twelve (12) months for temporary employees filling a position for an employee on a leave of absence. However, the temporary period shall not be included as part of the employee's bargaining unit seniority.

15-3 Job Vacancy Notices

It is recognized that all position vacancies within the bargaining unit, except entry level positions, may represent a promotional opportunity for some bargaining unit members. Therefore, in recognition of the fact that the District encourages internal promotions/transfers in pursuing its intent to hire the best qualified person, the following procedures shall apply in filling all vacancies within the bargaining unit.

Human Resources shall post notices of all vacancies on the District website.

Human Resources shall make assistance available to persons requesting it to complete the online application process.

During job fairs only, sites shall have the ability to offer on the spot hiring.

All vacancy notices shall be posted for at least:

- A. Five (5) days prior to closing when regular school is in session.
- B. Ten (10) days during the time regular school is not in session.

15-4 Promotion /Transfers/Voluntary Demotion

- A. An employee wishing to apply for a promotion, transfer, or voluntary demotion, shall follow the application process as provided in 15-5 and shall be interviewed for the position if eligible. No employee voluntary transfer request shall be denied arbitrarily or capriciously.
- B. To be eligible to compete for a promotion, transfer, or voluntary demotion, an employee must have passed the initial and/or promotion probation period of their current position. Employees cannot be on an active plan of improvement or have pending discipline.
- C. The new wage rate for a promoted employee shall be commensurate with the level of experience and the position responsibilities but shall not be less than a 5% increase.
- D. An employee that has voluntarily demoted through the application process, shall be placed in the new grade and classification based on the Human Resources salary placement guidelines for experience credit.

15-5 Application

- A. Any employee meeting the required minimum qualifications may apply for a vacancy by submitting an application to Human Resources on or before the advertised closing date.

15-6 Candidate Selection

All employees who apply and meet the posting criteria shall be forwarded to the hiring authority along with any other candidates who meet the same requirements. Upon the request of an applicant who was not referred for interview, Human Resources will provide that individual the justification for the applicant's exclusion from the interview process.

15-7 Interview Process

- A. The candidates shall be interviewed by a District appointed committee composed of a gender and ethnically diversified committee of at least three (3) persons:
1. The immediate supervisor (Chairperson).
 2. One employee in the interview committee must be a member of the Blue Collar Employee Classification. Preference shall be given to an AFSCME Local 449 union member assigned to the site holding the interviews.
 3. A non-administrator/staff member (for a school site vacancy), or an additional non-supervisory employee from the non-school site/department in which the vacancy occurs.
- B. An immediate supervisor (chairman of the interview committee) who is aware that a grievance has been filed prior to the interview process shall notify each candidate interviewed that the vacancy is under protest.
- C. All interview questions or applicable skills test shall be job-related and approved in advance by Human Resources in consultation with the Department Head.
- D. Based on results of the interview and other applicable factors, the interview committee chairperson shall forward the name of the applicant being recommended for hire to the hiring authority for further consideration. No selection process shall be considered complete until Human Resources has reviewed the process and validated the selection. It is understood, however, that the Board shall have final review and approval for all employment appointments.
- E. The interview questions and final overall scores shall be made available for review to an employee or their representative in preparation for Level Two grievance proceedings. The employee may be charged a reasonable rate for copies of documents provided.

ARTICLE SIXTEEN

RECLASSIFICATION

16-1 Purpose

The purpose of a reclassification is to review the duties and level of responsibilities of a position.

16-2 Procedure

- A. An employee who feels that their duties have undergone a significant change in the kinds of duties and level of responsibility shall submit a request for review of their position by filling out a Position Analysis Form available from the Human Resources Department.
- B. If the Human Resources Department performs an independent position audit, the employee may also appeal the allocation as defined in below.
- C. An employee-initiated classification review shall not be conducted more than every two years.
- D. This Article does not apply to, nor shall there be any review of the District's decision regarding the definition of classification, the assignment of a classification to a pay grade, and the definition of the wage scale and compensation. Those matters are of sole discretion of the District.

16-3 Within twenty (20) days of receipt of the analysis form, Human Resources shall inform the employee of receipt. A meeting shall be scheduled within thirty (30) days of notification to review their classification. The review may include but not be limited to:

- A. Position Description Questionnaire;
- B. Interviews;
- C. Work Observation.

16-4 Appeal

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

The final determination by the Chief Capital Resources Officer is not subject to any other appeals or grievance procedure contained herein.

- 16-5** Classification seniority shall be set at the date the reclassification is approved and the employee is notified of that date. However, employees hired prior to 7-1-88 shall retain the classification seniority as set in previous reclassifications.

ARTICLE SEVENTEEN

INVOLUNTARY WORK ADJUSTMENT

17-1 Involuntary Site Transfer - All Employees

If it becomes necessary for the District to involuntarily transfer an employee due to staff reduction at a worksite or site closure, the employee having the lowest seniority in the affected classification at that particular site shall be transferred by the Human Resources Department to a vacancy at another site in the same classification. There is no guarantee that the employee shall retain the same number of months, hours, shift or days of work when transferred. Under no circumstances shall an employee be assigned to a position of less than four (4) hours per day.

Personnel involuntarily transferred shall be given priority for placement before positions are filled by any other methods. In the case where more than one (1) person is involuntarily transferred, the most senior employee in the classification shall have preference in placement. Each subsequent employee shall be given the same opportunity until the last person with the lowest classification seniority is reassigned to the last vacant position. If an involuntary transfer within the same classification is not available, the employee shall be referred to the District website to view available vacancies.

Personnel transferred from a site because of staff reduction shall be given priority in returning to the previous site and shift if a vacancy in the same classification occurs. The Human Resources Department shall be responsible for generating computerized listing(s) to include the employee(s) by name, worksite, classification job code, classification seniority, hours per day.

Transfer shall not be used as a substitute for evaluation or as a disciplinary measure. Transfer in no way reflects on the competency or the qualifications of any employee transferred for any reason.

17-2 Temporary Involuntary Site Transfer

If it becomes necessary for the District to involuntarily transfer an employee on a short term temporary basis, the District shall identify employees throughout the District that can be transferred. Each site administrator shall submit a list to the Human Resources Department with the name(s) of employee(s) that can be transferred. Employee(s) shall then be notified by the Human Resources Department when a transfer is to be made and the length of time of the transfer.

17-3 Summer Maintenance

During the summertime when regular school is not in session, employees may be assigned to work in teams to facilitate preparation and maintenance of school facilities. Daily assignments shall be provided by Facilities Management staff, and employees affected shall

be considered as District-wide teams with no home base assignment. Summer assignments are not transfers.

Mileage reimbursements shall be issued in accordance with Governing Board Regulation EEB-R1.

For each actual day worked in the teams, each elementary and middle school employee shall receive \$2.00 per day additional compensation.

17-4 Reduction of Bargaining Unit Classification

- A.** If the economic and efficient operation of the District makes it necessary to eliminate whole or part of a classification within the bargaining unit, the employees within the affected classification shall be permitted to select a vacated position in a classification previously held within the bargaining unit by exercising district seniority. Once an employee has returned to such a classification, only the amount of time served in the classification may be used for bidding within the classification.
- B.** If the employee affected by the classification reduction had no other employment with TUSD, then the employee shall be transferred to a position vacated through attrition in either a comparable classification or a classification in which the employee meets minimum qualifications. However, under no circumstances shall the employee be assigned to a classification that would result in a promotion. When the employee's classification is changed to a lower grade, the employee shall be placed at the step which is equivalent to the current rate of pay in the old classification or frozen at their current rate of pay in the same classification (red-circled) for a period not to exceed three (3) months. In the event there is more than one employee competing for positions as a result of involuntary placement then District-wide seniority shall be utilized in determining District seniority preference for placement, but District-wide seniority may not be used in bidding within the new classification.
- C.** Employees transferred in the processes described above are not guaranteed the same number of months, days, hours or shift in the new vacant assignment.
- D.** Employees who have been involuntarily transferred from a classification shall have the right to return to that classification in inverse order of their involuntary transfer for two years from the effective date of the transfer. If this right is not exercised when offered by the District, the return right shall terminate.

17-5 Involuntary Demotion

When an involuntary demotion is initiated by the District, the employee shall be placed in an available vacancy for which the employee meets the minimum qualifications. When the employee's classification is changed to a lower grade resulting in a loss of pay, the employee shall be frozen at their current rate of pay from the old classification (red-circled) for a period not to exceed twelve (12) months. Following the term of red-circle, the employee will be placed at the equivalent step in the new pay grade.

ARTICLE EIGHTEEN

LAY OFF

18-1 Procedure

- A. If it becomes necessary to reduce the work force of any classification in the bargaining unit, temporary probationary employees occupying the affected classes shall be laid off first. Order of layoff of part-time and full-time employees shall be in the inverse order of classification seniority within the affected classification. For the duration of this agreement, no employee hired before June 30, 2013, shall be subjected to lay-off provided employee is in good standing with the District. Good standing shall mean no reprimands in personnel file and no pending discipline.
- B. The District shall notify AFSCME and affected employee(s) of a layoff as far in advance as possible, but at least thirty (30) calendar days in advance. During such period, if an employee exhausts accrued leave, they may request up to five (5) days of unpaid excused leave to seek future employment. Approval of this unpaid leave is subject to workload demands and approval of the employee's immediate supervisor.
- C. Before a position within any classification is filled by a new employee, laid off employees in those classifications shall be recalled in order of their classification seniority.

18-2 Recall

- A. Temporary assignments shall be offered to qualified laid off employees with recall rights, in order of classification seniority, before any other person is offered a temporary assignment within the affected classification.
- B. An employee who is recalled from layoff shall be notified by certified mail at their address on file in the Human Resources Department. The employee is responsible for maintaining a current address in the Human Resources Department. If the employee does not contact the designated Human Resources representative within five (5) working days of the date of postmark on the recall notice, they shall be considered to have resigned from the District and lose all recall rights. If the employee accepts the offer of recall, employee shall be available to work within ten (10) days of acceptance. An employee who accepts another position within the District at a higher pay classification than the one from which they have been laid off shall be deemed to have no further interest and shall not be considered for recall to their previous position.
- C. Individuals shall retain recall rights equaling the length of service to a maximum of two (2) years from the day of layoff. Individuals recalled shall have a date of hire and bargaining unit seniority as if they were not laid off. If, however, the individuals on layoff are not recalled within the eligibility time, their employment with TUSD shall be terminated and the District shall not be obligated to provide seniority as defined above if hired into a different classification at a later date.

18-3 Insurance Coverage and Continuation

When recalled employees return to work, all benefits including the pay step held at the time of layoff shall be reinstated and shall become effective the first day of the month after recall. While on layoff status, an employee shall be allowed to participate in the COBRA insurance programs at the employee's own expense.

ARTICLE NINETEEN**HEALTH EXAMINATION**

19-1 When the District determines that an employee's health condition (mental or physical) may be impairing their job performance, the immediate supervisor, the site administrator (or equivalent position), Assistant Superintendent (or equivalent position), with the concurrence of the Human Resources Department may, with just cause, direct the employee to have a health examination at District expense. Employees shall be given a copy of the directive which shall state the reason(s) for such examination. Following the examination, results shall be sent by the Human Resources Department to the employee and immediate supervisor.

19-2 Licensing Requirements

- A.** It is the responsibility of all TUSD employees to meet any ongoing requirements needed to maintain the license or credential required for their position. TUSD will provide reasonable paid time for employees to take the required agility tests provided by TUSD and required for renewal of their license or credential.
- B.** In the unlikely event that a district employee fails to renew the respective licenses or credential prior to its expiration, the employee will be responsible for all cost to obtain the necessary renewal or recertification. Paid time will not be authorized for activity required to obtain recertification.

ARTICLE TWENTY**LINES OF SUPERVISION PROCEDURE**

- 20-1 A.** The District shall make each employee of the Blue Collar bargaining unit primarily responsible to only one person for the purpose of supervision and evaluation.
- B.** When Lines of Supervision change due to reorganization within the District, the District shall notify AFSCME and post a current copy for employees to review at affected sites.
- C.** The District or AFSCME may request a meeting to review proposed organizational changes upon thirty (30) days written notification.

ARTICLE TWENTY-ONE**HEALTH and SAFETY**

21-1 Occupational health and safety are the mutual concern of the employer, AFSCME and the employee. AFSCME shall cooperate with the employer in encouraging employees to observe applicable safety rules and regulations. The employer and employees shall comply with applicable federal, state, and local safety laws, rules and regulations.

21-2 Personal Protective Clothing and Equipment

All personal protective clothing and equipment required by TUSD to preserve the health and safety of employees shall be furnished and maintained by TUSD without cost to employees. If personal protective equipment is provided for District employees, employees shall be required to use it. Failure to do so may result in disciplinary action in accordance with Article 13.

21-3 Unsafe Conditions

All employees shall promptly report unsafe conditions related to physical plant, tools, and equipment to their supervisor. If the supervisor does not abate the problem, the matter should then be reported to Risk Management. In such event, the employee shall not be disciplined for reporting these matters. Risk Management shall attempt to abate the problem or shall report to the employee or their representative in five (5) days or less the reason(s) why the problem cannot be abated in an expeditious manner.

No employee shall be required to operate equipment that any reasonable operator in the exercise of ordinary care would know might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of their failure or refusal to operate or handle any such unsafe piece of equipment. In the event a disagreement arises between the employee and the supervisor concerning the question of whether or not a particular piece of equipment is unsafe, Risk Management shall be immediately notified and the employee shall not be required to operate the equipment until the Risk Management has inspected said equipment and deemed it safe for operation.

Employees confronted with an alleged unsafe situation must assure the health and safety of themselves and the persons entrusted to their care, or for whom they are responsible, and the general public by performing their duties according to TUSD health and safety policies and procedures or industry-approved safe work practices.

When an unsafe condition is identified or when buildings are closed because of emergencies, unsafe, or hazardous conditions, employees may be temporarily transferred to different locations until such time as the emergency or condition is rectified. No employee shall suffer a loss of pay resulting from such emergencies or conditions.

21-4 Vehicle Repair/Cleaning

A. When a District vehicle is in need of repair, the immediate supervisor shall indicate the needed repairs on the Request for Repair Form. The original of the form shall be forwarded to the auto shop along with the vehicle; the copy of the Request for Repair Form shall be retained in a repair book maintained by the immediate supervisor and available for review by the employee for a period of thirty (30) days. Vehicles which require immediate repair shall be dispatched for service. The driver shall be required to complete the Request for Repair Form. If a mechanic is dispatched, the mechanic shall complete the repair form. A copy shall be placed in the maintenance repair log and a copy given to the immediate supervisor.

- B. All departments shall provide adequate supplies and equipment to clean District vehicles.

21-5 Right to Know About Hazardous Materials

- A. All employees shall have access to information on all hazardous materials in the workplace pursuant to current OSHA regulations. Employees shall receive the full four-hour Hazardous Communication Right to Know Training, with a follow-up refresher course every three years, and shall have access to information on all toxic substances in the workplace, pursuant to current OSHA regulations. Employees will be given informational training on any new or different chemical introduced into the workplace.
- B. All new employees shall receive Hazardous Communication/Right to Know training conducted by AFSCME and TUSD within twenty working days of their date of hire.

21-6 Video Display Terminals

The employer shall make every effort to schedule at least fifteen (15) minutes away from the video display terminal (VDT) every two (2) hours for those employees who work for periods of time in excess of two continuous hours at video display terminals, if applicable.

21-7 Asbestos

TUSD shall continue to comply with AHERA.

21-8 Concern for Pregnancy Hazards

Upon presentation of a doctor's certificate that the working environment or job requirements constitute a definable hazard, TUSD shall make a good faith effort to provide alternative, comparable work and equal pay to a pregnant employee.

21-9 Communicable Diseases

Employees identified in the TUSD Exposure Control Plan will be offered Hepatitis B vaccinations at District expense.

21-10 Health and Safety Committee

- A. This committee shall be comprised of at least four (4) representatives appointed by the employer, and five (5) employees from four different job classifications from various departments and/or sites including but not limited to Transportation, School Safety, Custodial Services, Facility Maintenance and other bargaining units within The District. If necessary to ensure diversity of Blue Collar Employees on the committee AFSCME may appoint members. The District may appoint additional committee members for their side if they desire. The Employee Relations Director shall ensure release time for participants. No more than two (2) AFSCME appointees shall be from the same site/department. Four (4) of AFSCME appointees shall be other than AFSCME stewards unless no other blue collar employee is available. The committee shall be chaired by The Director of Risk Management and an AFSCME representative appointed by the division chair.

- B.** The general responsibility of the committee shall be to assist in providing a safe and healthful work place by recognizing and recommending abatement of any unsafe or hazardous equipment, conditions, policies and/or practices in the work place. The committee's charge shall be:
1. To meet on a monthly schedule;
 2. To arrange for inspections of reported hazards;
 3. To review summaries of all accident and illness reports and lists of toxic materials;
 4. To promote health and safety education;
 5. To define policies and procedures for a safe work place and to reduce the risk of injuries to employees;
 6. To make recommendations on the policy to be followed on notifying employees of communicable diseases in the work place;
 7. To define procedures for the provision of first aid kits at sites and in vehicles;
 8. To recommend positions for receiving first aid training and CPR training, level of training, and frequency;
 9. To study and make recommendations for practices and procedures to minimize situations where employees are required to work alone in potentially hazardous areas.
- C.** Members of the Health and Safety Committee can attend one inspection per semester, and shall be allowed paid time off from their regular work while performing committee duties. Members shall also be allowed paid time off for training related to health and safety, if such training is provided by the District.

21-11 Duty to Report Injury

All employees who are injured or who are involved in an accident/incident during the course of their employment shall file an accident/incident report on forms furnished by the employer, no matter how slight the accident/incident.

21-12 Water and Restroom Facilities

Safe drinking water shall be provided to all employees. Employees shall have access to restroom facilities in close proximity to their place of employment.

21-13 Lounge Area

Employee lounge areas shall be maintained by the employer and made available to all employees.

21-14 Entry to Buildings During Emergencies

No employee, except for School Safety Personnel or personnel who volunteer to, shall be required to re-enter a building that has been evacuated until said building is cleared by appropriate authority. Evacuation could include, but is not limited to, fire, bomb threat, chemical release, intruder or any other cause for evacuation. This does not include fire drills.

21-15 Custodial Duties

- A. Custodians shall not be required to work more than eight feet from the ground without the proper training and safety assistance to be provided by the District. Only trained Facilities employees will operate the boom or bucket trucks.
- B. Custodians shall not be required to remove any animal carcasses or waste outside their assigned building. Animal Control will be contacted when there is an immediate health risk to students, employees, or the public.
- C. TUSD will ensure each school will be provided with the appropriate personal protective equipment for the job and the training to properly use it and keep all concerned safe and healthy. It is the responsibility of the custodian to ensure that the equipment is on-hand and available at the site.
- D. If a custodian is required to fulfill a duty that is determined to be outside of their classification, they will be compensated with out-of-class pay as per article 31-5.

21-16 High Voltage

Whenever an employee must work with 277 volts or higher and it cannot be safely de-energized, two (2) journeymen must be present.

ARTICLE TWENTY-TWO**WORK SCHEDULE**

- 22-1** The supervising site administrator shall meet prior to the opening of school, at the beginning of winter break, and at the close of school with the site maintenance personnel to review work schedules. Facilities Support Services staff and AFSCME, may request to review and revise, if necessary, the work schedules to ensure job duty equalization at the site.

22-2 Workload Equalization

Upon request of AFSCME, the District shall provide a list of assignments, hours and worksite. It shall be the goal of the District to equalize the workload within a work site.

Bargaining unit personnel shall be given five (5) days notice of any scheduled functions to allow rescheduling of normal duties to accommodate the extra load. If a site administrator/supervisor is unable to give sufficient notice they shall re-adjust the normal work schedule to accommodate the extra load.

A. Shift/Hour Change

When it becomes necessary to change an employee's shift and hours, the employee in the affected classification who volunteers for the shift change shall be rescheduled. If more than one (1) employee volunteers, the most senior shall be reassigned. In the event that no employee volunteers, the least senior employee in the classification shall be rescheduled.

B. Flex Time

With prior supervisor approval, employees may flex their work schedule to address incidental variations of the daily work assignment or permit flexible starting and ending times.

22-3 Paid Duty Days for Professional Development

All regular full-time and part-time bargaining unit employees shall be scheduled for a minimum of two (2) days per year for in-service training, professional development, and mandatory safety training. A good faith effort shall be made for trainings to be held in person.

22-4 Summer Work Assignments

- A. Work Determination and Notice:** As early as practicable but no later than two (2) weeks prior to the last day of the school year, the District will provide a list of preliminary available summer positions, including hours, pay step, duration and location. In addition, this notice will outline the summer work application process, including relevant application deadlines. The District will also provide the current bargaining unit seniority list.
- B. Seniority in Summer Bidding:** For summer work assignments, seniority shall be calculated based on bargaining unit seniority (Article 1-2). Transportation employees shall continue to use department seniority for summer driving assignments as provided in Article 23-4, but for all other summer work, bargaining unit seniority shall apply.
- C. Equipment and Supply Guarantee:** The District shall provide all necessary equipment, supplies, and personal protective equipment for summer work assignments. No employee shall be required to provide their own tools, personal protective equipment, or supplies.
- D. Funding:** Summer work shall be funded from the District's Maintenance & Operation budget, capital funds, and any appropriate and available sources. The Transportation Department shall not bear the sole financial burden of summer work assignments.

ARTICLE TWENTY-THREE**TRANSPORTATION****23-1 Breaks**

- A.** Transportation employees shall be accorded use of school facilities during breaks for sanitary needs, provided the use of facilities does not interfere with ongoing school activities. In such cases, alternate similar facilities shall be provided.
- B.** Employees shall take scheduled breaks as defined in Article 26-3, in accordance with the following:
 - 1.** Breaks shall not be taken between the assigned transportation facility and the first pick up or between the last drop off and the assigned transportation facility, unless one of more of the following conditions are met:
 - a.** The last drop off is located more than three (3) miles from the assigned transportation facility; or
 - b.** No accessible restroom facilities are available along the direct return route to the transportation facility at the time the break would otherwise be taken (e.g., school sites are closed).

- c. May be taken in any other circumstance with prior approval of dispatch, which shall not be unreasonably denied.
- 2. **Location of Breaks:** Breaks shall not be taken at a residence.
- 3. **Reporting:** Employees who take a break under this section shall share the location and duration by radio to dispatch. Employees shall ensure that the break does not cause a delay in any subsequent assignments and that the selected location is appropriate, safe, and permitted for parking a school bus. When either an A.M. or P.M. break, as described in Article 26-3 cannot be taken due to run scheduling or because a regularly scheduled break has been interrupted, the employee shall be compensated in addition to their driving time.

23-2 Assigned Hours

- A. Drivers and monitors are guaranteed a minimum thirty (30) hours per week.
- B. Shifts and routes shall be planned and combined in a manner to provide for the efficient operation of the Transportation Department. Regular assignments shall have no more than three (3) report times per day.
- C. When the scheduled return time of the employee's regular assignment or extra duty is 29 minutes or less prior to the report time of the employee's next assigned route, the employee shall be paid for the time between the return time and the next report time.

It is the employee's responsibility to notify dispatch from the field with an explanation of returning late to garage from assignment at the time they are aware they will be late, not after returning to garage. Upon returning to the garage the employee shall have the dispatcher initial the time sheet if the time span to report for the next assignment is 29 minutes or less.

- D. To provide time to validate the accuracy of trip cards, during the first four (4) weeks of school time between assigned routes/trips shall be calculated as turned in by drivers and verified by GPS and Transportation staff. In the event of a dispute between a driver and the computer stated leave/return times, the District will take measures to ensure the accuracy, including but not limited to, appointing a designee to drive or ride the disputed route/trip to time for accuracy.
- E. Each Transportation employee whose regular assignment sends them out of the bus yard to transport students three (3) times in any workday will be compensated a minimum of 8 hours for the day.
- F. Each regular Transportation employee shall be paid their guaranteed time for each holiday. In no case shall each holiday pay exceed eight (8) hours.

G. Absence Deductions

1. If an employee is absent for any part of their weekly assignment, the total time absent will be charged against their sick leave (if the absence is due to an illness or in accordance with 24-2 D) or personal leave balance. If an employee is out of leave balances, that time will go unpaid, and employee shall be subject to progressive discipline.

H. In the Transportation Department, when the application of the Article 5-6 (Nepotism) and in accordance with Governing Board Policy GBEAA interferes with an employee's assignment or bidding rights, the following shall apply:

1. If these policies keep an employee from exercising their seniority rights to bid on a specific trip/site during the fall regular assignment selection process, the employee shall be required to choose another site.
2. If these policies require an employee to lose their selected regular assignment, the employee shall not be required to take a shorter hour trip assignment but shall be required to change sites.
3. Drivers and monitors related as defined in Board Policy shall not be allowed to bid on the same trip assignment.

23-3 Initial Selection Process

- A. By the last pay day in May, the District shall provide each employee the hour/worksites/trip preference sheet (via email) and inform the employee when the assignment process shall begin. The employee shall complete and return the preference sheet by the last school day. Employees who cannot be present to bid due to an emergency may assign a designee to bid in their place (designee may only be another Transportation Employee). Employees shall be required to be available for all meetings and practice runs as scheduled.
- B. To assist employees in making their selections, seniority listings and all established hours, trips and worksites shall be posted 24 hours prior to the day the selection process begins. Digital copies will be available.
- C. On the first day of the selection process, the employee with the most departmental seniority in the appropriate classification shall be called to select their regular assignment. After the employee with the most departmental seniority has selected, their name shall be posted on the assignment. The second employee with the most departmental seniority shall follow the same procedure in selection, then the third and fourth until all employees present, have selected, or been assigned.
 1. Each employee shall be given a maximum of 2.5 minutes to decide. Employees who take longer than 2.5 minutes to decide shall be assigned a regular assignment by management, first by last appointed worksite and second by highest route hours available at the end of the route bid process.
 2. Any employee who is not present during the bid selection and has not contacted a Facility Manager or any employee who does not select an

assignment from the remaining choices will be assigned a trip package by a Facility Manager.

- D. If during the initial selection process there are no regular assignments remaining, those employees not assigned shall be given a thirty (30) hour per week guaranteed non-specified assignment. These non-specified assignments shall be assigned by seniority and proportionately distributed among all three (3) transportation sites.

23-4 Transportation Summer Work Assignments

- A. Before the school year ends, employees shall be provided a questionnaire regarding their desire to work available transportation summer assignments. Questionnaires shall be returned to a District-appointed designee and both the employee and designee will verify, in writing, the receipt of the paperwork. All assignments shall be made according to departmental seniority, hours, worksite, classification, and desire to work the summer programs. All District-funded summer programs requiring District transportation shall be made available as a summer work assignment. Once awarded a summer assignment, the employee shall be paid the posted hours even if assignment is cancelled. Employee may be asked to perform other transportation duties to fulfill hours.

23-5 Reassignment Process

Recognizing the need for consistency in providing transportation services for students the following procedure shall be applied when filling vacant, changed, or newly created assignments:

- A. The bidding process will take place on a quarterly basis. Open trips and trips meeting the bidding requirements for posting will be posted on Monday of the last week of the quarter and closed on Wednesday of that same week at 1:00 pm.
 - 1. No employee shall be allowed access to bid sheets after 1:00pm.
 - 2. Awarded trips will be posted that afternoon and will take effect on the first day of the following quarter.
- B. The following procedure shall apply for vacant or newly created assignments:
 - 1. Employees applying for vacant assignments within their appropriate classification must include the following on the posted assignment announcement:
 - a. Legible signature;
 - b. Seniority number;
 - c. If bidding for more than one (1) trip package, indicate priority of preference (1, 2, 3, 4, etc.).
 - 2. Designated AFSCME representatives shall be allowed to view assignments one day prior to posting.
 - 3. Employees shall be permitted no more than one (1) voluntary reassignment per classification per year unless said move increases the employee's hours. Such moves shall be granted on a department seniority basis. A copy of any such reassignment shall be provided to AFSCME upon request.

- a. Employee can move laterally (across) one (1) time) or Employee can move down one (1) time. The Employee cannot do both.
 - b. Employees can move up as many times as necessary until they reach eight (8) hours. Once an Employee has reached 8 hours, the Employee may only make one lateral change from one eight (8) hour assignment to another eight (8) hour assignment.
- C. Vacant assignments shall be defined as:
 - 1. New assignments or regular assignments vacated by the previously assigned employee;
 - 2. Regular assignments of employees on Board approved leaves of absences or 180 day demotions from driver to monitor.
- D. In the event of remaining vacant regular assignments at the end of the reassignment bidding process, the least senior unassigned employee in the affected classification shall be assigned first followed by the next least senior employee and continuing upwards until all vacant assignments have been filled.

An employee's site preference will be taken into consideration as long as there is no disruption in the ability to provide expected service. Trips with the highest guaranteed time shall be assigned first, followed by the next trip with the next highest guaranteed time and the next until all vacant assignments have been filled. Should there be multiple assignments with the same guaranteed time the trip with the highest driver seniority shall be assigned first, followed by the seniority of the next driver and so forth.
- E. The District reserves the right to change an employee's trip or route within a regular assignment within the appropriate classification to one of a similar time frame if such change does not change the worksite or hour assignment in the following situations:
 - 1. Route no longer needs the services of a Bus Monitor. Affected employees shall be given an explanation upon request as to the reasons for the change.
 - 2. Cancellation of route within a trip. Affected employees shall be given an explanation in writing as to the reasons for the change.
 - 3. When personality conflicts arise between the driver and monitor, and no fault has been established, both shall be reassigned to a different route. When personality conflicts arise between an employee and school personnel, parents, and/or students, the department shall first make reasonable efforts to resolve the matter. If unsuccessful, the department may reasonably reassign the employee if deemed to be in the best interest of all parties involved. In this case the employee shall be notified both verbally and in writing of the reason(s) for the reassignment. The created vacancy shall be filled through the established selection procedure and the bus remains with the regular assignment.

For the duration of that particular school year neither employee shall be allowed to re-bid on the regular assignment of which they have been removed. This reassignment shall not be considered as the employee's one (1) voluntary move.

- F.** Employees who lose their regular assignment due to the reassignment process shall be temporarily assigned a trip package using the following guidelines:
1. The transportation department shall calculate the guaranteed time of all open trip packages and assign employees a temporary trip assignment that is as close in hours to the guaranteed time currently previously assigned.
 2. If there are multiple trips totaling the same hours, the trip package with the newest bus is assigned to the highest senior employee first, the second newest bus is assigned the next senior employee and so forth down the seniority list from highest to lowest senior employee until all vacancies have been temporarily assigned.
 3. All open trips will be immediately chosen after the close of the bidding process. Employees will be required to choose an open trip package as close to their guaranteed time based on seniority from highest down.

23-6 Extra Duty Assignment

- A.** Employees may sign up to indicate their willingness to work non-scheduled extra duty assignments. The options for Extra Duty assignments may include the following:
1. Daily assignments (Pre-K and activities)
 2. Daily assignment overtime
 3. Field trips
 4. Overtime field trips
 5. Holiday assignments
 6. All Call

The non-scheduled assignments for these extra duty categories will be made by seniority to those who indicated an interest by signing up.

1. Non-scheduled extra duty sign-up sheets will be posted daily so that employees may indicate their intention to work that same day for non-scheduled assignments.
 2. Employees shall be required to fulfill the duties of their regular assignment prior to being assigned an extra duty assignment.
- B.** Extra Duty assignments shall be distributed by site to those employees indicating their intention to work (up to a maximum of 40 hours) in the following manner:
1. Less than forty (40) hour employees (by department seniority on an annual rotating basis).
 2. When all individuals in B-1 above have been assigned up to forty hours, assignment shall be made in accord with Article 23-6 D.
 3. All employees in a job classification who have indicated an intention to work shall be used before using anyone from another job classification unless availability is a factor.

4. Extra Duty Rotation

- a) There will be three (3) rotations available. One (1) for non-scheduled daily assignments, with those less than 40 hours assigned first, followed by next assigned employee in rotation, another for pre-scheduled assignments, each commencing with the next individual in seniority in rotation, and one for holiday following the hour guidelines listed in B 1-3, that sign up appropriately.
- b) Employee(s) shall be paid at a rate of one and one-half (1 1/2) times their normal hourly rate for hours worked in excess of forty (40) hours per week.
- c) Overtime assignments shall be equitably distributed by site to those employees indicating an intention to work, starting with the employee with the most departmental seniority and proceeding downward unless availability is a factor.
- d) Extra Duty assignments shall be available for review by AFSCME representatives upon request.

- 6. Copies of extra duty paperwork shall be given to union representative on a daily basis, including, but not limited to: Dispatcher's Time Tracking sheet, Daily Extra Duty Sign-up Sheet, and, Holiday Sign-up Sheet.

- C. Holiday overtime assignments shall be assigned by worksite to the most senior employee(s) in each classification who signs that portion of the sign-up sheet. On weeks where there is a holiday(s) that portion of the extra duty sign-up sheet shall be colorfully distinguished from the non-holiday work days and shall be used for holiday assignments. Assignments shall be made to employee(s) on a rotating basis over the entire school year.
- D. The District shall attempt to equalize non-holiday field trips and athletics for those employees indicating a desire to work.
- E. For assignments where either a CDL or non-CDL vehicle may be used, the assignment shall be offered to the classification qualified to operate the vehicle available. If both classifications are qualified, the assignment shall be offered based on departmental seniority.

23-7 Bus Discipline

- A. It is the intent of both parties that this procedure be consistently applied to insure the safety and well-being of students who receive District provided transportation.
- B. School principals shall be responsible for seeing that all students enrolled in their school, who are eligible for District transportation, receive a copy of the "School Bus Safety and Your Child" letter at the time of registration. Furthermore, Principals shall be responsible to effectively discipline students who violate bus discipline procedures in a timely manner. (See Appendix III).
- C. In any case, parents or guardians shall be notified by the appropriate administrator when their child has violated the Bus Discipline Procedure and/or has had any

disciplinary action recommended to be taken against them. If notified by phone, parents or guardians shall be informed of the severity of the infraction(s) and type of action recommended. In addition, parents or guardians shall be mailed their copy of the Bus Conduct Report within the specified time limitation described herein.

- D.** The Driver or Bus Monitor shall keep a copy of the referral and deliver the original to the Dispatcher for disbursement to School Safety. The administrator shall within four (4) days from the date of referral, forward the copies with a response to their appropriate designation. (See Appendix IV).
- E.** Upon receipt of the appropriate administrator's response, the Director of Transportation or designee shall make known, as soon as possible, to the referring Driver or Bus Monitor, the administrator's response.
- F.** If a passenger becomes so unruly as to present immediate danger to the health and safety of other passengers, the Driver shall park the vehicle in an area reasonably free of traffic. The Driver shall immediately contact the Department of Transportation and wait for the appropriate authority(ies) to arrive and determine the type of disciplinary action to be taken. TUSD School Safety shall ensure that assistance is available on call for the entire time that buses are scheduled to run. If the unruly passenger is an Exceptional Education student, the appropriate administrator shall be notified immediately by the Transportation Department. The administrator shall within four (4) days inform the Driver(s) and/or Bus Monitor(s) about the behavior plan recommended.
- G.** When an Exceptional Education student has a discipline problem on a school bus, the appropriate administrator shall be informed immediately and the behavior plan shall be written in conjunction with the Individual Education Plan (I.E.P.). Drivers and Bus Monitors shall be provided eight (8) hours in-service training in behavioral and medical problems of Exceptional Education students each school year. A fifteen (15) minute period shall be allowed when possible after the A.M. and before the P.M. routes for discussion of behavior programs and problems of Exceptional Education students. These discussions shall be between Driver(s) and/or Bus Monitor(s) and Exceptional Education students' teachers and/or administrators.
- H.** When an administrator suspends a student from the bus, the Director of Transportation and/or designee, shall be informed immediately of the time involved and the student's name. The Director and/or designee shall in turn immediately notify the affected Driver(s) and/or Bus Monitor(s) of the suspension.
- I.** For any student known to be aggressive to others or himself and any student with a medical disability that may require emergency help, i.e. diabetic, wheelchair, epileptic, hypoglycemic, heart patient, emotionally out-of-control, breathing problems, etc., the Driver(s) or Bus Monitor(s) shall have the disability marked on the route card beside the student's name.

- J.** In addition, if the run or route requires a Bus Monitor(s), that route or run card shall be marked at the top of the route card in red pencil as needing a Bus Monitor(s).
 - K.** A Driver/Bus Monitor who believes the administrator's decision to be inadequate or unfair shall have the right, with AFSCME representation, to consult with the site administrator and/or Director of Transportation and/or designee.
 - L.** The District may request that AFSCME meet with the District representative to re-negotiate this Article upon thirty (30) days written notification.
- 23-8** The District shall provide and maintain in proper working order a telephone at each worksite for local calls only for the use of the employees.
- 23-9** The District shall make a concerted effort to assign available work to the job classification that is most appropriate, and only in cases when the appropriate classification is not available, assign work to other employees by departmental seniority.
- 23-10** The Department shall have available for review a copy of all applicable State and Federal laws as regularly kept by the Transportation Department.
- 23-11** Employees shall be notified within five (5) days of the District's receipt of information indicating a concern about their work status.
- 23-12** The Transportation Department shall provide appropriate supplies and equipment in sufficient quantity to clean and maintain vehicles.
- 23-13** All bus drivers and monitors shall be admitted without charge to all District events held at District facilities, when transporting students to those events.
- 23-14** Any driver who develops a medical condition which would preclude them from driving a school bus shall have 180 days to resolve the issue. During this time, the driver will perform monitor duties at monitor wages. If the condition cannot be resolved within 180 days, the driver shall be permitted to change to a monitor classification, if one is available. During this time, employee's route may be posted for bid should the employee's medical condition continue past the next scheduled quarterly bid.
- 23-15 Paid Duty Days**
Regular full and part-time Transportation employees shall be scheduled for in-service three (3) days during the year.

ARTICLE TWENTY-FOUR

LEAVES OF ABSENCE WITH PAY

24-1 Sick Leave Eligibility

All employees (full-time and part-time) covered by this agreement shall be eligible for leaves with pay as described in the sections below.

24-2 Sick Leave

- A. Sick leave accrual shall be accrued for all members of the bargaining unit, without limit, prorated based on the number of regularly assigned daily hours at the following rates:

	<u>Sick Leave</u>
12-Month	8 Days a Year
10-1/2 Month	5 Days a Year
10-Month	5 Days a Year
9-1/2-Month	5 Days a Year
9-Month	5 Days a Year

- B. 1. An employee is required to notify their immediate supervisor(s) or designee(s) of a necessary sick leave absence at least one-half (1/2) hour prior to the start of the employee's workday.
2. In addition to 1) above, Site Custodians for Elementary and Middle Schools are required to notify their immediate supervisor(s) or designee(s) and Security (day shift) of a necessary sick leave absence at least one-half (1/2) hour prior to the start of the employee's workday.
3. Each supervisor of Blue Collar employees shall provide each employee under their direction the written telephone number of the immediate supervisor or designee the employee must notify.

- C. An employee who leaves their assignment before the workday is finished or starts the workday late due to illness or medical appointments, shall have their absence time charged to sick leave to the nearest quarter hour (less than 8 minutes, round down; 8 minutes and over, round up).

D. Sick Leave Usage

1. Illness

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

more than three (3) consecutive days duration. The District may require a written statement from the treating physician to substantiate any sick leave absence, including those of less than three (3) days, when there is a reasonable doubt as to the proper use of sick leave.

2. Bereavement

In the event of death in the immediate family of an employee, the employee will be allowed up to two (2) days paid leave, not charged to the employee, 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 their designee. For the purpose of this paragraph, 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 employee has or shares a major financial responsibility and is an established resident within the employee’s household.

24-3 Personal Leave

- A.** Personal leave shall be credited to all members of the bargaining unit. Personal leave for Transportation monitors and bus drivers shall be determined by regular assignment hours at initial selection process.
- B.** All unused personal leave shall be made part of the employee's accumulated sick leave at the end of each fiscal year. New employees, whose entry day to the District is other than July 1, shall have their personal leave pro-rated.

	<u>Personal Leave</u>
12-Month	8 Days a Year
10-1/2 Month	7 Days a Year
10-Month	7 Days a Year
9-1/2-Month	7 Days a Year
9-Month	7 Days a Year

C. Personal Leave Usage

- 1.** Personal leave days may not be taken the day immediately prior to or after a holiday or vacation unless approved by the immediate supervisor. An employee planning to use a personal day or days shall notify their immediate supervisor at least 24 hours in advance except in cases of emergency. The immediate supervisor may deny a personal leave day if critical work cannot be completed by the remaining work force.
- 2.** Personal leave may not be taken during the first week, last week, or in the week prior to the start of school unless approved by the employee's immediate supervisor.
- 3.** Personal leaves may be limited on a reasonable basis to ensure proper staffing Requests for Personal Leave shall be granted on a first come first served basis.

24-4 Vacation Leave**A. Vacation Leave Eligibility**

An employee must hold a regular part-time or full-time twelve-month position in order to accumulate vacation.

B. Vacation Leave Usage

1. Years of service shall be calculated from the employee's date of hire as defined in Article 1-8 or with any adjustment as a result of an unpaid leave of absence.

TERM	DAYS
1 st through 5 th YEAR	10
6 th through 15 th YEAR	15
16+ YEARS	20

2. All MBUs covered by this agreement shall accrue vacation leave benefits based on the number of regularly assigned daily hours .
3. MBUs will earn vacation during the first year; however, are not eligible to schedule accrued vacation until after completion of the first year of employment.
4. If a nine and one-half (9-1/2) or ten (10) month contract employee is transferred to a twelve (12) month position, the employee shall accrue their vacation from the first day in the new assignment, at the vacation accrual rate equal to the years of service beginning with the date of hire.
5. If a holiday occurs during an employee's vacation, said holiday shall not be deducted from accumulated vacation leave.
6. Vacation Requests: Employees shall be allowed to request use of their vacation from their immediate supervisor/designee in the following manner. Said designee may not be another blue collar employee unless that employee is working out of class.
 - a. No later than September 1 and March 1 of each calendar year, employees shall have twenty (20) days to submit in writing their request(s) for use of vacation time within that six-month time period. Requests shall be date stamped or dated by hand at the time of submission and a copy will be provided to the employee. If these requests are not made timely, the employee risks losing the accrued vacation.
 - b. Employee requests shall be approved or denied in writing on a first-come, first-served basis for each six-month period. During each six-month period, when multiple vacation requests for the same or overlapping time periods have been received on the same day, Section C below shall resolve such conflicts.

Once approved in writing, an employee's vacation request will not be revoked to grant a request received later in those six months from an employee with more District seniority. However, if the affected employees and supervisor all agree, changes can be made to the vacation schedule.

- c. The immediate supervisor shall be responsible for making available and updating the vacation calendar of approved employee requests.

7. Vacation Approval/Denial:

- a. If workload permits, vacation leave shall be granted for those requests submitted in writing by an employee at least ten (10) days prior to the leave. If the nature of the work makes it necessary to limit the number of employees on vacation leave at the same time, such decision shall be based on District seniority on a rotating basis for the calendar year. Vacation requests shall not be denied for arbitrary or capricious reasons.

- b. The District may require employees to take leave time at times determined by the District in order to accommodate summer maintenance scheduling or temporary, complete or partial closing of various work sites. In such event, employees who do not have the vacation accumulation required for the scheduled closing shall have the option of temporary transfer (if another position is available in the classification) or unpaid leave. However, should the employee choose to take an unpaid leave during a time that coincides with a holiday period, the employee shall be paid for the holidays provided for in Article 29.

- c. The immediate supervisor shall grant or deny in writing a vacation request within ten (10) days of receipt and a copy of any denial shall be forwarded to the Human Resources Department. Employees may request vacation leave on shorter than ten (10) days' notice and for periods of vacation shorter than five (5) days. The immediate supervisor may grant leave on short notice or for short periods.

- 8. If a supervisor denies vacation to an employee and vacation will be lost under those circumstances, the supervisor may submit in writing a request to payout the vacation earned by any employee to the Chief Financial Officer (CFO) by March 31 of the year in question. The CFO then shall either mandate that vacation be taken by the employee or approve that the vacation leave be paid out.

Twelve (12) month employees may accumulate no more than 160 hours (or prorated cap) of vacation at any given time. No more than 160 hours may be rolled over into the next fiscal year. Vacation must be scheduled no less than

10 days in advance, unless approved by current supervisor, or except in cases of emergency, to ensure that an employee has the opportunity to use available vacation time.

24-5 Jury Duty/Litigation

- A.** Employees 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 the jury duty pay and the District will dock the amount of the daily jury rate from the employee's pay. If jury pay exceeds the daily rate, the employee may keep the excess without any reduction.
- B.** An employee subpoenaed for jury duty or as a witness shall submit a copy of the jury summons or subpoena to their immediate supervisor. It is the employee's responsibility to report a jury duty or witness absence to the time clock system. No report of jury duty or witness absence need be submitted if the employee chooses to take a pay dock or a personal leave day.
- C.** No employee will be subject to any unreasonable change in work tasks because of lengths of time spent on either witness of jury duty.

24-6 Military Leave

Employees 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 article only the term "year" means the fiscal year of the U.S. Government (A.R.S. §38-610).

24-7 Industrial Illness or Injury

- A.** An employee may use accumulated paid leave (sick, personal or vacation) for absences due to an industrial injury. After the seventh day of absence, the District's Self-Insured Workers' Compensation Trust Fund will begin compensating the employee in accordance with state law. The employee may utilize any remaining paid leave to supplement the Worker's Compensation payment up to 100% of his/her regular pay. Upon the recommendation of the District industrial physician or the employee's personal physician, an Employee injured on the job may choose to work on "limited duty". Such "limited duty" may be in any classification so designated by the District for which the employee is able to perform and shall be paid at the rate at the time of the injury, and shall advance their yearly salary if applicable.
- B.** When an employee has been released from an industrial injury with a permanent disability preventing them from performing the duties of their previous job classification, the District shall attempt to find a position for which the employee can qualify, and in which reasonable accommodations can be made for the disability. In such a placement, the employee shall be paid the appropriate rate for the position.
- C.** Within four (4) weeks of return to work, an employee may make arrangements with Payroll to buy back sick leave used for an on-the-job injury.

24-8 Compensation

Leaves of absence with pay shall be compensated at a level equal to the normal hourly rate of pay.

24-9 Released Time

- A. Released time may be granted to attend an approved conference or convention which would enhance an employee's performance. First consideration shall be given to employees participating or presenting in the conference.
- B. Released time may also be granted to provide representation at grievance hearings, arbitration proceedings or when a District representative and/or designee has requested in writing for an AFSCME steward to be present.

24-10 Medical Leave Assistance Program

- A. Employees who have depleted their accrued sick and personal leave as a result of serious illness or injury may request access to the Medical Leave Assistance Program by submitting a form to the Chief Human Resource Officer asking to receive donations of sick leave from other employees. Serious illness or injury is defined as a "non-work related" illness or injury 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 employee may donate a maximum of five (5) sick leave days annually and may only donate if they have thirty (30) or more days of accumulated sick leave. The donor employee shall designate the donation in the name of the employee to receive the donation.
- C. The recipient employee shall 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 shall be held in reserve and credited to the employee only if needed. If not needed, days in excess of one week beyond the original amount requested shall be restored to the donor(s). Days of leave, not the actual wage of the donor employee, shall be donated.
- D. No employee shall be eligible for the Medical Leave Assistance Program after they qualify for long-term disability coverage.

24-11 When it has been determined by an employee's supervisor that an employee has been physically assaulted by a student, the employee will be allowed up to two (2) days leave not charged to the employee.

24-12 The union shall be notified and given an opportunity to discuss any proposed substantive changes being made to the Paid Parental Leave provisions set forth in TUSD Governing Board Policy GCCA.

ARTICLE TWENTY-FIVE**LEAVES OF ABSENCE WITHOUT PAY****25-1 Family Medical Leave (FML)**

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

25-2 Governing Board Leave

- A. Any regular employee who has completed the required probationary period in the District may request a leave of absence without pay for any length of time up to one (1) year for reasons of:
1. Health
 2. To attend an accredited institution of higher learning;
 3. New infant care or elderly parent care for an individual who resides in the employee's household;
 4. Bona fide AFSCME business; or
 5. Military service.

All requests for such leaves of absence without pay shall be submitted to the Governing Board for approval.

- B. Requests for medical leave shall be accompanied by a doctor's verification of the illness or disability and projected date of return to work.
- C. Notification of intention to resume employment by the employee must be made in writing thirty (30) calendar days prior to date of return.
- D. An employee on unpaid leave of absence shall be allowed to continue insurance coverage in the program in which the employee is enrolled, provided the employee notifies the District of their desire to continue, and pays the premiums for the insurance and other benefits at their expense. Any employee so notifying the District shall be provided with information regarding premium payment amounts and due dates.
- E. Positions held by employees on leave status lasting over nine (9) months shall be considered vacancies and posted for bid. When it is known a leave shall extend beyond nine (9) months, the position may be posted after the end of the eighth (8) month.
- F. Induction into the military for an extended period of time shall not be at the District's expense; however, TUSD will comply with applicable federal and state law regarding placement of the employee in their former or comparable position upon return.

25-3 Short Term Leaves**A. 30-Day Leave**

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

When an employee is medically unable to work and is not eligible for Federal FMLA, the employee shall be allowed up to thirty (30) 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 the District sponsored insurance plans in which the employee was enrolled at the beginning of the leave. At the end of this period, the employee must return to work (pending a medical release) or go on an unpaid leave of absence if applicable.

B. Personal 30-Day Leave

1. A leave occasioned by urgent personal or family reasons may be granted upon written application by the employee and approval by the District. Such leaves are not to exceed thirty (30) days and shall be approved only in unusual situations clearly requiring the presence of the employee away from work.
2. Upon approval by the District, an additional fifteen (15) days may be granted at the expiration of this thirty (30) day period. In no event shall an employee receive more than forty-five (45) days of emergency leave in the contract year.
3. If the employee needs additional unpaid time off during the school year, the employee shall follow the procedure identified in Article 25-2 (Governing Board Leave).
4. Employees who take emergency leave are considered to be on an off-pay status and are not compensated for time off (including holiday pay) until they return to active status.
5. No leave denial under this section shall be arbitrary, capricious, or without basis in fact.

- C. Short Term Medical Leave and Family Medical Leave may not be used consecutively and will be administered In accordance with TUSD Governing Board Policy.

25-4 Maintenance of Position

Upon termination of any of the unpaid leaves of absence above, the employee, if they have not been subject to layoff, shall be restored to their previous position, grade and step. If the position has been eliminated, the employee shall be placed in another position in the same classification, based upon their classification seniority. If classification seniority does not entitle the employee to a position in the classification then the Involuntary Work Adjustment Article 17 shall apply.

Seniority shall not accrue during the unpaid leave of absence above, but shall be restored at the level prior to the leave of absence.

ARTICLE TWENTY-SIX

HOURS OF WORK

- 26-1** Each employee is entitled to consecutive calendar days off during the work week which shall be two (2) calendar days when working an eight (8) hour normal workday, and three (3) calendar days when working a ten (10) hour normal work day.
- 26-2** Each employee working at least five (5) hours a day on a regular basis shall be entitled to a duty-free lunch period. Lunch period may be interrupted in cases of emergency. If an employee's lunch period is interrupted because of an emergency, the time lost will be made up during the week at a time(s) mutually agreeable between the employee and supervisor.
- 26-3** An employee working ten (10) hours a day shall be allowed a twenty (20) minute paid uninterrupted break, each one-half (1/2) shift.

An employee working six (6) to eight (8) hours a day shall be allowed an uninterrupted fifteen (15) minute paid break, for each four (4) hours of continuous work.

Breaks may be interrupted if deemed necessary by an appropriate authority in order to protect the health and safety of students, employees and/or the public and to protect District facilities. Breaks shall not be unreasonably interrupted.

Breaks may not be accumulated or saved to be used at a later time.

26-4 Call Back Pay

An employee who has finished their daily assignment and left the place of employment and is later called back by their immediate supervisor shall be compensated for three (3) hours or actual time worked, whichever is greater.

26-5 Overtime

- A.** At the District's discretion, employees may be either paid at the premium rate of time and one-half for hours worked in excess of forty (40) hours per week, or in lieu of time and one-half pay, may be given comp time off at the premium rate of time and one-half. Advanced approval to work overtime must be received from the employee's supervisor. If, during the term of this agreement, FLSA rules change to prohibit an employer's discretion to pay "compensatory" time in lieu of one and a half (1-1/2) times pay, the District shall comply with the law.
- B.** Any period worked beyond forty (40) hours of the employee's scheduled work week must be authorized by the immediate supervisor, following administrative procedures, prior to that work period.

- C. Overtime assignments at worksites shall be posted in a place accessible to employees and distributed equally among those worksite employees who volunteer for overtime. The immediate supervisor shall be responsible for maintaining an overtime volunteer list in order of classification seniority. (See Appendix VII).
- D. Overtime assignments shall be available for review by AFSCME representatives upon request.

26-6 Involuntary Overtime

To assure effective operation at all school facilities, the District reserves the right, in the absence of volunteers, to assign overtime on an involuntary basis to the employees at the worksite/unit with the least bargaining unit seniority. However, notwithstanding the provisions of the sentence just preceding, in cases of emergency the District may assign overtime to the first available employee qualified to perform the required services.

26-7 Work Schedule Review for Facilities Support Services

Section supervisors shall determine prior to summer and fall seasons the need to change parameters for work schedules (start times) and shall provide the start times to all employees within each of the sections and allow them to designate a preference. All recommendations shall be submitted to the Director of Facilities Support Services for final review, determination, and implementation.

26-8 Meetings Scheduled by Supervisor

When supervisors schedule meetings with employees to discuss job-related concerns during non-pay time, employees shall receive their regular rate of pay for such time. If, as a result, the employee works over 40 qualified hours/week (actual hours worked plus holiday), employee shall be entitled to overtime or comp time at overtime rate.

ARTICLE TWENTY-SEVEN

PROFESSIONAL DEVELOPMENT PROGRAM

A Professional Development Fund will be reinstated by mutual agreement of the parties if the District determines that professional development funds are available at a future date and, at that time, a committee consisting of representatives from both TUSD and AFSCME shall be formed and shall meet to set the guidelines for accessing the Professional Development fund. These guidelines shall include eligibility requirements and the application process.

ARTICLE TWENTY-EIGHT

FRINGE BENEFITS

28-1 Medical Insurance

- A. For the duration of this agreement, the medical premiums shall reflect the affordability contribution percentage determined by the requirements of the Affordable Care Act.

28-2 Open Enrollment

At least once per school year, an employee shall have the opportunity to select their insurance coverage. Any open enrollment period shall be three (3) weeks in duration.

28-3 Newly Eligible Employees

A newly eligible employee (one who has not previously been eligible for District insurance as a continuing TUSD employee in any capacity) shall be provided at least thirty (30) calendar days to select their health insurance programs. If employee declines to participate in any District insurance programs, they shall so indicate the refusal on the enrollment form.

28-4 Termination of Coverage

For twelve (12) month employees, and for employees working less than twelve (12) months who terminate before the last duty day of their current contract, termination of employment shall terminate the District's further contribution to District-sponsored single coverage medical insurance at the end of the month in which termination occurred.

28-5 District Contribution

District contribution to the District-sponsored single coverage medical insurance is pro-rated for new employees based upon the portion of the contract year the employee works.

28-6 Life Insurance

All benefit eligible employees who elect insurance coverage shall be provided at District expense with a term life insurance policy equal to the employee's base salary as of July 1, of the current school year, but not less than \$10,000. Employees shall have the option of purchasing additional term life insurance at their own expense.

28-7 Mileage Allowance

Employees who have prior authorization and are required to utilize their own vehicle in the performance of District duties or to transport themselves or District equipment to worksites other than their initially scheduled regularly assigned worksites, shall receive reimbursement as set by the Board for miles driven from the permanently assigned worksite to all other sites, including the distance between temporary worksites. This reimbursement shall occur in accordance with Board Policy EEB-R1.

ARTICLE TWENTY-NINE**HOLIDAYS**

- 29-1** All regular twelve (12) month employees shall be granted the following paid holidays, as designated in the District-approved calendar, provided the employee was on-pay status during any portion of their regular workday of their regular assignment immediately preceding and succeeding the holiday. If an employee utilizes leave prior to, or after a holiday, and is out of leave balances, they will not be considered on-pay status and thus will not be eligible to receive holiday pay.

Independence Day	(1)
Labor Day	(1)
Veterans' Day	(1)
Thanksgiving	(3)
Winter Break	(10)
Martin Luther King Day	(1)

Rodeo	(2)
Memorial Day	(1)
Juneteenth	(1)

- 29-2** All regular nine and a half (9-1/2) and ten (10) month employees shall be granted the following paid holidays, as designated in the District-approved calendar, with the same on-pay status restrictions as described above:

Labor Day	(1)
Veterans' Day	(1)
Thanksgiving	(3)
Winter Break	(10)
Martin Luther King Day	(1)
Rodeo	(2)
Spring	(2)

- 29-3** An employee required to work on a holiday shall be compensated at one and a half (1-1/2) times their normal rate of pay.

29-4 Paid Duty Days

Regular full and part-time Transportation employees shall be scheduled for in-service three (3) days during the year.

ARTICLE THIRTY

SEPARATION BENEFITS

30-1 Severance Pay – Discontinued as of July 1, 2010

As of June 30, 2010, the employee's severance pay benefit is calculated as follows for those with 13 or more years of continuous service. This dollar amount will be frozen as the employee's minimum severance pay and will be paid out at the employee's separation. It is calculated at .006 times the FY 2010 salary times the employee's years of service.

30-2 Sick Leave Pay at Separation – Effective July 1, 2010

- 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 receive pay for unused sick leave at separation.
- B.** The amount of payment shall be 2/3rds of the base salary- the hourly rate of pay for Step 1 of the grade level of the employee at separation, times the number of sick leave hours 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 value of this calculation will be in addition to those employees who meet the requirements of 30-1. The rights contained in this paragraph are not considered vested rights.

- C. If an employee is eligible for the separation incentive but dies before the payment is made, said payment shall be paid to the estate of the deceased.
- 30-3** Those benefits contained in 30-1 and 30-2 are only available to those employees who voluntarily separate from the District.
- 30-4** Upon separation, employees shall receive pay at their hourly rate for all unused vacation leave.

ARTICLE THIRTY-ONE

WAGES

- 31-1 A.** The salary schedule for 2026-2028 shall be listed in Appendix II.
- D.** If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue or inflation adjustment owed by the State of Arizona, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the current contract year, the Bargaining Unit Employee may be given an additional raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to the Bargaining Unit Employee in a manner that will be determined by the Governing Board, after having been approved by AFSCME and proposed by the District, unless the authorizing enactment specifies the method by which the increase is to be distributed. The Employee must be employed by the District prior to July 1 of the contract year to receive any increase.
- 31-2 Longevity Stipend**
Beginning School Year 2015-16 employees will no longer receive the longevity stipend. Employees who were receiving longevity stipends as of July 1, 2015 will be credited with steps to embed their longevity into their base salary.
- 31-3** At the completion of each year employees will advance one step on the salary schedule pending Governing Board Approval.
- 31-4 Shift Differential**
Starting September 1, 2026, employees regularly scheduled to start work at or after the hour of 1:00 p.m. or before the hour of 5:00 a.m. shall have seventy-five (75¢) cents per hour added to their hourly rate as shift differential. The rate will increase to \$1.00 per hour on July 1, 2027.
- 31-5 Working Out of Class**
An employee authorized by their supervisor to perform duties of a higher paying classification or grade shall receive additional compensation of \$3.50 per hour for the actual hours worked in the higher classification.

An out-of-class assignment is one in which the employee is replacing an absent employee in the classification or is assigned to the classification and given the responsibilities of the position for a minimum of five (5) days within a pay period. An out of class assignment will need to be renewed after thirty (30) days should the site supervisor/manager determine an extension is necessary upon approval by the Chief Human Capital Officer or designee.

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

- 31-6** Roving custodians shall be paid additional compensation of \$5.00 per day for each day they are directed to and do report first to a site other than the central maintenance area.

31-7 Employee Uniforms

The District shall provide uniformed security agents with standard issue uniforms and footwear upon hire. In addition, replacement uniform wear and web gear shall be provided as needed. Items issued to the employee by the District shall be returned upon separation.

31-8 Safety Shoe Allowance

- A.** Effective November 1, 2026, the District shall provide an annual safety footwear allowance of up to \$200 per year to designated Facilities and Transportation classifications who are required to wear safety footwear on duty. New employees shall become eligible upon completion of their initial probationary period and shall receive a prorated allowance based on the remaining full months in the fiscal year.
- B.** The District shall administer this allowance using one of the following methods, at its discretion:
1. The District will provide an annual voucher worth up to \$200 redeemable directly at designated, District-contracted vendors for the purchase of approved footwear.
 2. In the event a voucher program is unavailable, the District may issue a direct stipend of \$200 through payroll. AFSCME acknowledges that under IRS regulations, unvouched cash allowances are subject to applicable tax withholdings.
 3. The allowance or voucher is non-transferable, carries no cash value if unused within the fiscal year, and is not payable upon separation from District employment.
- C.** Employees receiving the allowance or voucher are required to wear the compliant safety footwear at all times while performing covered job duties. Failure to wear required safety gear may result in disciplinary action.

RATIFICATION

Unless specified otherwise in this Agreement, the provisions of this Memorandum of Understanding shall be effective July 1, 2026 and shall remain and continue in effect through the thirtieth day of June of 2028.

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

Tucson Unified School District

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

**Dr. Ravi Shah, President
TUSD Governing Board**

**William Peck, TUSD Chair
AFSCME**

Date: _____

Date: _____

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

**Jon Fernandez, Lead Negotiator
Tucson Unified School District**

APPENDIX I
Blue Collar Classifications (BCL)

Grade	Position	Entry Rate
D	Custodian	\$16.07
D	Food Service Custodian	\$16.07
D	Food Service Delivery Driver	\$16.07
D	Transportation Bus Monitor	\$16.07
D	Warehouse Assistant	\$16.07
D	Warehouse/Delivery Worker	\$16.07
D	Warehouse/Dlvry Worker - EMC Multicult Artifacts	\$16.07
D	Bindery Clerk	\$16.56
D	Custodian - Roving	\$16.56
D	Print Production Clerk	\$16.56
D	Custodian, Lead	\$17.58
E	Appliance Repair Technician	\$16.75
E	Appliance Repair Technician - Roving Custodian	\$16.75
E	Automotive Parts Clerk	\$16.75
E	Warehouse/Delivery Worker, Lead	\$16.75
E	Print Shop Pre-Press Production Technician	\$18.31
E	Transportation Liaison	\$18.31
E	Transportation Routing Technician	\$18.31
H	Grounds Equipment Operator	\$19.16
H	Grounds Technician - Irrigation	\$19.16
H	Grounds Worker	\$19.16
H	Grounds Worker - Pesticide	\$19.16
H	Grounds Worker - Roving	\$19.16
H	Transportation 925 (Non-CDL) Bus Driver - Internal	\$19.34
I	Facilities Technician - Building Maintenance	\$19.77
I	Facilities Technician - Carpentry	\$19.77
I	Facilities Technician - Custodial Engineering	\$19.77
I	Facilities Technician - Furniture Shop	\$19.77
I	Facilities Technician - Glazier	\$19.77
I	Facilities Technician - Painter	\$19.77
I	Facilities Technician - Roofer	\$19.77
I	Facilities Technician - Sheet Metal Fabricator	\$19.77
I	Facilities Technician - Surface Materials	\$19.77
I	Food Service Preventive Maintenance Technician	\$19.77
I	Preventive Maintenance Technician	\$19.77
I	Facilities Technician - Locksmith	\$20.57

I	Grounds Worker - Pesticide Qualifying Party	\$22.05
J	Automotive Data Control Technician	\$20.60
J	Automotive Parts Technician	\$20.60
J	Facilities Technician - Welder	\$20.60
J	Grounds Technician - PE Equipment Repair	\$20.60
J	Server Systems Specialist	\$20.60
J	Asbestos Abatement Worker	\$21.23
J	Musical Instrument Repair Technician	\$21.23
J	Facilities Technician - Upholsterer	\$21.65
J	School Safety Dispatcher	\$22.98
K	Uniformed Security Officer	\$21.47
N	Cement Finisher	\$25.30
N	Equipment Specialist - Food Service	\$25.30
N	Facilities Technician - Electrician	\$25.30
N	Facilities Technician - Fire Safety Systems	\$25.30
N	Facilities Technician - HVAC	\$25.30
N	Facilities Technician - Plumber & Welder	\$25.30
N	Facilities Technician - Plumbing	\$25.30
N	Fleet & Heavy Equipment Mechanic	\$25.30
N	Fleet & Heavy Equipment Mechanic, Senior	\$26.32
N	Facilities Technician - EMCS	\$26.58
Bus Driver	Transportation Bus Driver	\$22.18
Bus Driver	Transportation Bus Driver, Lead/Trainer	\$23.55

APPENDIX II
Blue Collar Wage Scale
 July 1, 2026 through June 30, 2028

Step	Grade D Base	Grade D Override	Grade D Total	Grade E Base	Grade E Override	Grade E Total	Grade H Base	Grade H Override	Grade H Total
Step 1	\$15.45	\$.62	\$16.07	\$16.11	\$.64	\$16.75	\$18.24	\$.73	\$18.97
Step 2	\$15.60	\$.62	\$16.22	\$16.27	\$.65	\$16.92	\$18.42	\$.74	\$19.16
Step 3	\$15.77	\$.63	\$16.40	\$16.43	\$.66	\$17.09	\$18.60	\$.74	\$19.34
Step 4	\$15.92	\$.64	\$16.56	\$16.59	\$.66	\$17.25	\$18.79	\$.75	\$19.54
Step 5	\$16.08	\$.64	\$16.72	\$16.76	\$.67	\$17.43	\$18.98	\$.76	\$19.74
Step 6	\$16.24	\$.65	\$16.89	\$16.93	\$.68	\$17.61	\$19.17	\$.77	\$19.94
Step 7	\$16.40	\$.66	\$17.06	\$17.10	\$.68	\$17.78	\$19.36	\$.77	\$20.13
Step 8	\$16.56	\$.66	\$17.22	\$17.27	\$.69	\$17.96	\$19.55	\$.78	\$20.33
Step 9	\$16.74	\$.67	\$17.41	\$17.44	\$.70	\$18.14	\$19.75	\$.79	\$20.54
Step 10	\$16.90	\$.68	\$17.58	\$17.61	\$.70	\$18.31	\$19.95	\$.80	\$20.75
Step 11	\$17.07	\$.68	\$17.75	\$17.80	\$.71	\$18.51	\$20.14	\$.81	\$20.95
Step 12	\$17.24	\$.69	\$17.93	\$17.97	\$.72	\$18.69	\$20.34	\$.81	\$21.15
Step 13	\$17.41	\$.70	\$18.11	\$18.15	\$.73	\$18.88	\$20.55	\$.82	\$21.37
Step 14	\$17.58	\$.70	\$18.28	\$18.33	\$.73	\$19.06	\$20.76	\$.83	\$21.59
Step 15	\$17.77	\$.71	\$18.48	\$18.51	\$.74	\$19.25	\$20.96	\$.84	\$21.80
Step 16	\$17.94	\$.72	\$18.66	\$18.70	\$.75	\$19.45	\$21.17	\$.85	\$22.02
Step 17	\$18.12	\$.72	\$18.84	\$18.89	\$.76	\$19.65	\$21.38	\$.86	\$22.24
Step 18	\$18.30	\$.73	\$19.03	\$19.08	\$.76	\$19.84	\$21.59	\$.86	\$22.45
Step 19	\$18.48	\$.74	\$19.22	\$19.26	\$.77	\$20.03	\$21.82	\$.87	\$22.69
Step 20	\$18.66	\$.75	\$19.41	\$19.46	\$.78	\$20.24	\$22.03	\$.88	\$22.91
Step 21	\$18.86	\$.75	\$19.61	\$19.65	\$.79	\$20.44	\$22.25	\$.89	\$23.14
Step 22	\$19.05	\$.76	\$19.81	\$19.85	\$.79	\$20.64	\$22.47	\$.90	\$23.37
Step 23	\$19.23	\$.77	\$20.00	\$20.05	\$.80	\$20.85	\$22.69	\$.91	\$23.60
Step 24	\$19.42	\$.78	\$20.20	\$20.25	\$.81	\$21.06	\$22.93	\$.92	\$23.85
Step 25	\$19.62	\$.78	\$20.40	\$20.45	\$.82	\$21.27	\$23.16	\$.93	\$24.09
Step 26	\$19.82	\$.79	\$20.61	\$20.65	\$.83	\$21.48	\$23.38	\$.94	\$24.32
Step 27	\$20.02	\$.80	\$20.82	\$20.86	\$.83	\$21.69	\$23.62	\$.94	\$24.56
Step 28	\$20.22	\$.81	\$21.03	\$21.07	\$.84	\$21.91	\$23.86	\$.95	\$24.81
Step 29	\$20.42	\$.82	\$21.24	\$21.28	\$.85	\$22.13	\$24.10	\$.96	\$25.06
Step 30	\$20.62	\$.82	\$21.44	\$21.49	\$.86	\$22.35	\$24.33	\$.97	\$25.30
Step 31	\$20.83	\$.83	\$21.66	\$21.70	\$.87	\$22.57	\$24.58	\$.98	\$25.56
Step 32	\$21.04	\$.84	\$21.88	\$21.93	\$.88	\$22.81	\$24.83	\$.99	\$25.82
Step 33	\$21.25	\$.85	\$22.10	\$22.15	\$.89	\$23.04	\$25.07	\$1.00	\$26.07
Step 34	\$21.46	\$.86	\$22.32	\$22.36	\$.89	\$23.25	\$25.32	\$1.01	\$26.33

Step	Grade D Base	Grade D Override	Grade D Total	Grade E Base	Grade E Override	Grade E Total	Grade H Base	Grade H Override	Grade H Total
Step 35	\$21.67	\$.87	\$22.54	\$22.59	\$.90	\$23.49	\$25.57	\$1.02	\$26.59
Step 36	\$21.89	\$.88	\$22.77	\$22.82	\$.91	\$23.73	\$25.84	\$1.03	\$26.87
Step 37	\$22.11	\$.88	\$22.99	\$23.05	\$.92	\$23.97	\$26.09	\$1.04	\$27.13
Step 38	\$22.33	\$.89	\$23.22	\$23.27	\$.93	\$24.20	\$26.35	\$1.05	\$27.40
Step 39	\$22.55	\$.90	\$23.45	\$23.50	\$.94	\$24.44	\$26.61	\$1.06	\$27.67
Step 40	\$22.78	\$.91	\$23.69	\$23.75	\$.95	\$24.70	\$26.89	\$1.08	\$27.97
Step 41	\$23.01	\$.92	\$23.93	\$23.98	\$.96	\$24.94	\$27.15	\$1.09	\$28.24
Step 42	\$23.24	\$.93	\$24.17	\$24.22	\$.97	\$25.19	\$27.42	\$1.10	\$28.52
Step 43	\$23.47	\$.94	\$24.41	\$24.46	\$.98	\$25.44	\$27.69	\$1.11	\$28.80

Step	Grade I Base	Grade I Override	Grade I Total	Grade J Base	Grade J Override	Grade J Total	Grade K Base	Grade K Override	Grade K Total
Step 1	\$19.01	\$.76	\$19.77	\$19.81	\$.79	\$20.60	\$20.64	\$.83	\$21.47
Step 2	\$19.20	\$.77	\$19.97	\$20.01	\$.80	\$20.81	\$20.86	\$.83	\$21.69
Step 3	\$19.39	\$.78	\$20.17	\$20.21	\$.81	\$21.02	\$21.06	\$.84	\$21.90
Step 4	\$19.58	\$.78	\$20.36	\$20.41	\$.82	\$21.23	\$21.27	\$.85	\$22.12
Step 5	\$19.78	\$.79	\$20.57	\$20.61	\$.82	\$21.43	\$21.48	\$.86	\$22.34
Step 6	\$19.98	\$.80	\$20.78	\$20.82	\$.83	\$21.65	\$21.70	\$.87	\$22.57
Step 7	\$20.18	\$.81	\$20.99	\$21.03	\$.84	\$21.87	\$21.92	\$.88	\$22.80
Step 8	\$20.38	\$.82	\$21.20	\$21.24	\$.85	\$22.09	\$22.14	\$.89	\$23.03
Step 9	\$20.58	\$.82	\$21.40	\$21.45	\$.86	\$22.31	\$22.36	\$.89	\$23.25
Step 10	\$20.79	\$.83	\$21.62	\$21.66	\$.87	\$22.53	\$22.58	\$.90	\$23.48
Step 11	\$21.00	\$.84	\$21.84	\$21.89	\$.88	\$22.77	\$22.81	\$.91	\$23.72
Step 12	\$21.20	\$.85	\$22.05	\$22.10	\$.88	\$22.98	\$23.04	\$.92	\$23.96
Step 13	\$21.41	\$.86	\$22.27	\$22.32	\$.89	\$23.21	\$23.27	\$.93	\$24.20
Step 14	\$21.63	\$.87	\$22.50	\$22.54	\$.90	\$23.44	\$23.50	\$.94	\$24.44
Step 15	\$21.85	\$.87	\$22.72	\$22.78	\$.91	\$23.69	\$23.74	\$.95	\$24.69
Step 16	\$22.07	\$.88	\$22.95	\$23.00	\$.92	\$23.92	\$23.97	\$.96	\$24.93
Step 17	\$22.29	\$.89	\$23.18	\$23.23	\$.93	\$24.16	\$24.21	\$.97	\$25.18
Step 18	\$22.51	\$.90	\$23.41	\$23.46	\$.94	\$24.40	\$24.45	\$.98	\$25.43
Step 19	\$22.74	\$.91	\$23.65	\$23.69	\$.95	\$24.64	\$24.69	\$.99	\$25.68
Step 20	\$22.96	\$.92	\$23.88	\$23.94	\$.96	\$24.90	\$24.95	\$1.00	\$25.95
Step 21	\$23.19	\$.93	\$24.12	\$24.17	\$.97	\$25.14	\$25.19	\$1.01	\$26.20
Step 22	\$23.42	\$.94	\$24.36	\$24.41	\$.98	\$25.39	\$25.44	\$1.02	\$26.46
Step 23	\$23.65	\$.95	\$24.60	\$24.65	\$.99	\$25.64	\$25.70	\$1.03	\$26.73
Step 24	\$23.90	\$.96	\$24.86	\$24.91	\$1.00	\$25.91	\$25.96	\$1.04	\$27.00
Step 25	\$24.13	\$.97	\$25.10	\$25.15	\$1.01	\$26.16	\$26.22	\$1.05	\$27.27

Step	Grade I Base	Grade I Override	Grade I Total	Grade J Base	Grade J Override	Grade J Total	Grade K Base	Grade K Override	Grade K Total
Step 26	\$24.37	\$.97	\$25.34	\$25.40	\$1.02	\$26.42	\$26.48	\$1.06	\$27.54
Step 27	\$24.61	\$.98	\$25.59	\$25.65	\$1.03	\$26.68	\$26.74	\$1.07	\$27.81
Step 28	\$24.87	\$.99	\$25.86	\$25.92	\$1.04	\$26.96	\$27.01	\$1.08	\$28.09
Step 29	\$25.11	\$1.00	\$26.11	\$26.18	\$1.05	\$27.23	\$27.28	\$1.09	\$28.37
Step 30	\$25.36	\$1.01	\$26.37	\$26.43	\$1.06	\$27.49	\$27.55	\$1.10	\$28.65
Step 31	\$25.61	\$1.02	\$26.63	\$26.70	\$1.07	\$27.77	\$27.83	\$1.11	\$28.94
Step 32	\$25.88	\$1.04	\$26.92	\$26.97	\$1.08	\$28.05	\$28.11	\$1.12	\$29.23
Step 33	\$26.13	\$1.05	\$27.18	\$27.24	\$1.09	\$28.33	\$28.39	\$1.14	\$29.53
Step 34	\$26.39	\$1.06	\$27.45	\$27.51	\$1.10	\$28.61	\$28.67	\$1.15	\$29.82
Step 35	\$26.65	\$1.07	\$27.72	\$27.79	\$1.11	\$28.90	\$28.96	\$1.16	\$30.12
Step 36	\$26.93	\$1.08	\$28.01	\$28.06	\$1.12	\$29.18	\$29.25	\$1.17	\$30.42
Step 37	\$27.19	\$1.09	\$28.28	\$28.34	\$1.13	\$29.47	\$29.54	\$1.18	\$30.72
Step 38	\$27.46	\$1.10	\$28.56	\$28.62	\$1.14	\$29.76	\$29.84	\$1.19	\$31.03
Step 39	\$27.74	\$1.11	\$28.85	\$28.92	\$1.16	\$30.08	\$30.14	\$1.21	\$31.35
Step 40	\$28.02	\$1.12	\$29.14	\$29.20	\$1.17	\$30.37	\$30.43	\$1.22	\$31.65
Step 41	\$28.30	\$1.13	\$29.43	\$29.49	\$1.18	\$30.67	\$30.74	\$1.23	\$31.97
Step 42	\$28.58	\$1.14	\$29.72	\$29.78	\$1.19	\$30.97	\$31.05	\$1.24	\$32.29
Step 43	\$28.87	\$1.15	\$30.02	\$30.09	\$1.20	\$31.29	\$31.36	\$1.25	\$32.61

Step	Grade N Base	Grade N Override	Grade N Total	Grade Bus Driver Base	Grade Bus Driver Override	Grade Bus Driver Total
Step 1	\$23.38	\$.94	\$24.32	\$21.33	\$.85	\$22.18
Step 2	\$23.61	\$.94	\$24.55	\$21.54	\$.86	\$22.40
Step 3	\$23.85	\$.95	\$24.80	\$21.76	\$.87	\$22.63
Step 4	\$24.09	\$.96	\$25.05	\$21.98	\$.88	\$22.86
Step 5	\$24.33	\$.97	\$25.30	\$22.20	\$.89	\$23.09
Step 6	\$24.57	\$.98	\$25.55	\$22.42	\$.90	\$23.32
Step 7	\$24.82	\$.99	\$25.81	\$22.64	\$.91	\$23.55
Step 8	\$25.07	\$1.00	\$26.07	\$22.87	\$.91	\$23.78
Step 9	\$25.31	\$1.01	\$26.32	\$23.10	\$.92	\$24.02
Step 10	\$25.56	\$1.02	\$26.58	\$23.33	\$.93	\$24.26
Step 11	\$25.83	\$1.03	\$26.86	\$23.56	\$.94	\$24.50
Step 12	\$26.08	\$1.04	\$27.12	\$23.80	\$.95	\$24.75
Step 13	\$26.34	\$1.05	\$27.39	\$24.04	\$.96	\$25.00
Step 14	\$26.60	\$1.06	\$27.66	\$24.28	\$.97	\$25.25
Step 15	\$26.88	\$1.08	\$27.96	\$24.52	\$.98	\$25.50

Step	Grade N Base	Grade N Override	Grade N Total	Grade Bus Driver Base	Grade Bus Driver Override	Grade Bus Driver Total
Step 16	\$27.14	\$1.09	\$28.23	\$24.76	\$.99	\$25.75
Step 17	\$27.41	\$1.10	\$28.51	\$25.01	\$1.00	\$26.01
Step 18	\$27.68	\$1.11	\$28.79	\$25.26	\$1.01	\$26.27
Step 19	\$27.97	\$1.12	\$29.09	\$25.51	\$1.02	\$26.53
Step 20	\$28.24	\$1.13	\$29.37	\$25.77	\$1.03	\$26.80
Step 21	\$28.52	\$1.14	\$29.66	\$26.03	\$1.04	\$27.07
Step 22	\$28.81	\$1.15	\$29.96	\$26.29	\$1.05	\$27.34
Step 23	\$29.10	\$1.16	\$30.26	\$26.55	\$1.06	\$27.61
Step 24	\$29.39	\$1.18	\$30.57	\$26.82	\$1.07	\$27.89
Step 25	\$29.68	\$1.19	\$30.87	\$27.08	\$1.08	\$28.16
Step 26	\$29.98	\$1.20	\$31.18	\$27.35	\$1.09	\$28.44
Step 27	\$30.28	\$1.21	\$31.49	\$27.63	\$1.11	\$28.74
Step 28	\$30.58	\$1.22	\$31.80	\$27.90	\$1.12	\$29.02
Step 29	\$30.89	\$1.24	\$32.13	\$28.18	\$1.13	\$29.31
Step 30	\$31.20	\$1.25	\$32.45	\$28.46	\$1.14	\$29.60
Step 31	\$31.51	\$1.26	\$32.77	\$28.75	\$1.15	\$29.90
Step 32	\$31.83	\$1.27	\$33.10	\$29.04	\$1.16	\$30.20
Step 33	\$32.14	\$1.29	\$33.43	\$29.33	\$1.17	\$30.50
Step 34	\$32.46	\$1.30	\$33.76	\$29.62	\$1.18	\$30.80
Step 35	\$32.78	\$1.31	\$34.09	\$29.92	\$1.20	\$31.12
Step 36	\$33.12	\$1.32	\$34.44	\$30.22	\$1.21	\$31.43
Step 37	\$33.45	\$1.34	\$34.79	\$30.52	\$1.22	\$31.74
Step 38	\$33.78	\$1.35	\$35.13	\$30.82	\$1.23	\$32.05
Step 39	\$34.12	\$1.36	\$35.48	\$31.13	\$1.25	\$32.38
Step 40	\$34.46	\$1.38	\$35.84	\$31.44	\$1.26	\$32.70
Step 41	\$34.80	\$1.39	\$36.19	\$31.76	\$1.27	\$33.03
Step 42	\$35.16	\$1.41	\$36.57	\$32.08	\$1.28	\$33.36
Step 43	\$35.50	\$1.42	\$36.92	\$32.40	\$1.30	\$33.70

APPENDIX III



Dear Parents:

Like you, we want your children to be safe from the moment they leave your home in the morning until they return home safely that afternoon. This can best be achieved by our working together.

You can help by discussing a few simple but effective precautions with your child concerning the “day away” from home. These precautions include making sure you and your child know:

1. the route you want taken to and from the bus stop, discussing both safety precautions and common courtesies to be maintained in route and at the bus stop,
2. the correct bus route number,
3. what to do if the bus is late in the morning or no one is home in the afternoon, and
4. to ALWAYS board and depart the bus at the correct stop as known and approved by you.

We hope it will never be necessary for your family to be concerned with violations of bus rules. You and your child should be aware of the discipline procedures designed to correct any concerns. Please take a few moments to go over these bus rules as outlined in the Guidelines for Rights and Responsibilities Handbook:

1. Always comply with bus driver’s/monitor’s directions.
2. Use classroom voice only (No profanity/loud noises)
3. Remain seated.
4. Keep hands, feet, and head inside bus, all personal possessions must be under control at all times.
5. Keep unauthorized materials and substances off the bus including: snacks, drinks, animals, glass objects, weapons, skateboards, large radios, other large electronic devices, or large objects that occupy a seat space.

The consequences listed below are to be implemented after “on-bus” interventions have been exhausted and may be in addition to any imposed by the Principal or designee.

1st Bus Conduct Report: Warning to the student with a report to parents.

2nd Bus Conduct Report: In-house suspension or suspension of riding privileges, report sent to parents. Terms of the suspension of riding privileges will depend on the severity of the infraction.

3rd Bus Conduct Report: Automatic suspension of riding privileges for a minimum of five days.

Beginning with each academic year, discipline will be based on an annual accrual of referrals.

**SEVERE CLAUSE: INCIDENTS INVOLVING MAJOR VIOLATIONS OF THE GUIDELINES
FOR RIGHTS AND RESPONSIBILITIES. AN IMMEDIATE SUSPENSION
OF RIDING PRIVILEGES MAY BE IMPOSED.**

By working together, we can safeguard your child from potential hazards associated with all aspects of transportation, both on and off the bus. If there is anything else we can do to make school bus transportation safer for your child, please let us know.

Sincerely,

APPENDIX IV

BUS CONDUCT REPORT

TUCSON UNIFIED SCHOOL DISTRICT

P.O. Box 40400
Tucson, Arizona 85717

STUDENT'S NAME (PLEASE PRINT)

DATE OF INCIDENT

Bus #	Route #	A.M. or P.M.	C E W Facility	DRIVER OR MONITOR'S NAME (PRINT)
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BCR'S ARE ISSUED AFTER VERBAL WARNING AND
OTHER ACTION BY BUS DRIVER OR MONITOR
(EXCEPT SEVERE)

SCHOOL OF ATTENDANCE RECEIVED BY DATE
Students who ride a school bus are subject to regulations at the bus stop and on the bus. Misbehavior that distracts the driver or creates problems at the bus stop jeopardizes the rights or safety of all students. Riding a bus is a privilege and can be revoked at any time. This student has been cited for the following infraction(s).

☐ THIS STUDENT SETS A GOOD EXAMPLE/FOLLOWS BUS RULES. YOUR PRINCIPAL AND YOUR SCHOOL BUS STAFF APPRECIATE YOU.

☐ YOUR BEHAVIOR IS IMPROVING

SEVERE OFFENSES

- ☐ THREATS/INTIMIDATION/GANG
SIGNS
☐ THROWING OBJECTS
☐ FIGHTING/WEAPONS
☐ ILLEGAL ORGANIZATION/GRAFFITI
☐ ILLEGAL SUBSTANCES
☐ SEXUAL MISCONDUCT
☐ INAPPROPRIATE RACIAL COMMENTS
☐ ENDANGERING SELF OR OTHERS
☐ REPEATED MINOR OFFENSES

SEVERE CLAUSE: Incidents involving major violations of the Guidelines for Rights and Responsibilities. An immediate suspension of riding privileges may be imposed.

- ☐ CROSSING BEHIND THE BUS
☐ HANGING OUT OF WINDOW

(Please Print legibly)

PRIOR TO ISSUING THE BCR WAS THE CHILD INFORMED OF THE BUS RULES AND DID THE CHILD KNOW THEY WOULD BE RECEIVING THIS

BCR: _____

ADDITIONAL STUDENTS INVOLVED IN THE INCIDENT: _____

WHAT ACTIONS DID YOU TAKE BEFORE WRITING BUS TICKET: _____

ADDITIONAL FACTS: _____

ADMINISTRATOR ACTION(S) TAKEN: (Please Print Legibly)

First Offense ☐ Date: _____ Second Offense ☐ Date: _____ Third Offense ☐ Date: _____

Bus Driver/Bus Monitor Signature

Administrator's Signature

Please FAX a copy of this report with Administrator's Actions to the Transportation Department: Central & West - 225-4800, East - 731-6706
BEGINNING WITH EACH ACADEMIC YEAR, DISCIPLINE WILL BE BASED ON AN ANNUAL ACCRUAL OF REFERRALS.

Board Policy: KFA

Rev. 09/08 TUSD 167

APPENDIX V**TUCSON UNIFIED SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES****PETITION OF GRIEVANCE MEDIATION AGREEMENT**

The parties (as defined below) jointly hereby request the assistance of the Federal Mediation and Conciliation Services (FMCS) in the attempted resolution before them today. The parties agree to the following:

1. Grievance mediation is a supplement to, and not a substitute for, the steps of the contractual grievance procedure.
2. Any time limits in the parties' labor agreement must be waived to permit the grievance to proceed to arbitration should the mediation be unsuccessful.
3. Proceeding before the mediator will be informal and rules of evidence do not apply. No record, stenographic or tape recording of the meeting will be made. The mediator notes are confidential and content shall not be revealed.
4. The mediator may conduct the conference utilizing all of the customary techniques associated with mediation, including the use of separate caucuses.
5. The mediator has no authority to compel resolution of the grievance.
6. In the event that no settlement is reached during the mediation conference, the mediator may provide the parties either in separate or joint session with an oral advisory opinion.
7. If either party does not accept an advisory opinion, the matter may then proceed to arbitration in the manner and form provided in their collective bargaining agreement. Such arbitration hearings will be held as if the grievance mediation effort had not taken place. Nothing said or done by parties or the mediator during the grievance mediation session can be used against them during arbitration proceedings.
8. FMCS and the mediator appointed by the Service will be held harmless of any claim of damages arising from the mediation process.

_____	_____	TUSD Representative
(name)	(date)	
_____	_____	AFSCME Representative
(name)	(date)	
_____	_____	Grievant (if present)
(name)	(date)	Grievance No. _____

APPENDIX VI

DUES DROP REQUEST FORM

**AFSCME, Local 449
TUSD Division
379 S. Meyer Ave.
Tucson, AZ 85701**

Date: _____

To: AFSCME

Subject: Membership Cancellation

I _____, SSN _____ or
(please print clearly) (please print clearly)

TUSD Employee ID Number _____, wish to drop out of
(please print clearly)

Local 449. My job site is: _____
(please print clearly)

Signed: _____

Received by AFSCME:

Signature of AFSCME Representative is required

APPENDIX VIII
TUSD EMPLOYEE
SAFETY SUGGESTION FORM
(Instruction on reverse of this form)

Employee Name: _____ Date: _____
(optional)

Work Site: _____ Exact Location or Dept: _____
Description of Unsafe Conditions or Practice:

Causes or Contributing Factors:

Suggestion for Improving Safety:

Do Not Write Below This Line

.....
.....

For use by Health and Safety Committee Only

RECOMMENDATION OF THE HEALTH AND SAFETY COMMITTEE:

_____ Accept – Additional Suggestions:

_____ Reject – Reason for Rejection:

TO BE COMPLETED BY THE SITE ADMINISTRATOR:

Site Administrator's Decision and Action Taken:

If Accepted, Date Implemented: _____ Work Order #: _____

Description of How Implemented/Corrective Action:

INSTRUCTIONS

Blue Collar Employees are encouraged and expected to help TUSD maintain a safe environment for employees, students and the public. As part of our concern to reduce illness and injury, Blue Collar employees are given access to suggestion forms for input. Employees may make suggestions by contacting any member of the Blue Collar Health and Safety Committee. At the employee's discretion, suggestions may be made anonymously or employees may identify themselves, if they wish. Under NO circumstances will any employee be subject to disciplinary action or discharge as a result of submitting legitimate suggestions or bringing injury or illness hazards to the attention of management for corrective action.

Safety Suggestion Forms may be turned in to any Member of the Blue Collar Health and Safety Committee in person or via interoffice mail. Members and job sites are as follows:

A thorough investigation will be conducted or directed by the Blue Collar Health and Safety Committee. The results of the investigation will be communicated to all persons involved in the investigated situation through the District's Loss Prevention Specialist from the Safety Office.

ALTERNATIVE EDUCATION ADVISORY COMMITTEE CHARTER

GOVERNING BOARD APPROVED 09/10/2024

MISSION

The Governing Board of Tucson Unified School District, established an Alternative Education Advisory Committee (AEAC). The purpose of the AEAC is to support the Board and district leadership in oversight of the district's alternative pathways to student success, including Tucson Unified Virtual Academy (TUVA), Catalina Online Learning Academy (COLE), District Alternative Education Program (DAEP), Teenage Parent High School (TAP), Project MORE, CORE Plus, and the district's credit recovery programs.

SCOPE

The Committee's responsibilities and goals are:

1. Make recommendations to the Governing Board regarding the effectiveness of the district's alternative education programs in meeting the needs of students and community, the need for additional alternative programs or the need to modify any of our existing programs.
2. Make recommendations to the District staff and Board utilizing existing data within TUSD, locally and nationally, community input, dialogue from the committee members and presentations shared at open meetings.

GOVERNANCE AND OPERATING PRINCIPLES

Membership

The AEAC consists of 13 members appointed by the Governing Board, including one representative from the Board to serve as a non-voting liaison. The members are appointed for terms not exceeding four years. The Board liaison will have a term of one year. All committee members may be reappointed. All committee members are uncompensated. The Committee shall annually elect a Chair and Vice Chair, who presides in the Chair's absence. Community members of the AEAC must be affiliated with TUSD, including parents/guardians of TUSD students, TUSD employees, representatives of the Tohono O'odham Nation, representatives of the Pascua Yaqui Tribe, owners of a business or non-profit within TUSD's boundaries that focuses on youth empowerment or education or community members residing within TUSD that have expertise and/or experience with youth empowerment or education.

Ineligible Members

The following individuals cannot serve on the AEAC:

1. Anyone who, within the last two years, has sold goods or services to TUSD.
2. Anyone who owns or has a direct and material interest in a company, or who holds leadership position in an entity, which provides substantial goods or services to TUSD.
3. Anyone who has participated in litigation or other legal action against TUSD.

Conflicts of Interest

An individual who would otherwise be excluded may serve if, after full disclosure to the Governing Board, the potential conflict of interest is not material and does not appear so from the public or legal perspective.

An individual who develops a conflict of interest while on the AEAC must disclose such conflict. The individual must recuse themselves from voting on any item that is disclosed as a conflict.

Application to Serve

Individuals shall submit complete applications to join the AEAC and should be forwarded directly to the Chair and Vice Chair of the committee, and the Governing Board Office. While the Governing Board makes all appointments, the Committee may or may not, at its discretion, make recommendations to the Board concerning applications received.

Removal of Member

The AEAC may request that the TUSD Governing Board dismiss a Committee member who has had three (3) consecutive unexcused absences or a total of five (5) absences in any 12-month period. Requests to the Governing Board to dismiss require a majority vote of a committee where a quorum is present. Dismissal of the Board's Liaison from the Committee may be initiated only by the Governing Board.

MEETING STANDARDS AND SCHEDULING

Meeting Requirements

The Committee shall meet at least Bi-monthly.

The Committee shall meet in public and shall adhere to Arizona's Open Meeting Law. Minutes shall be taken and will be published.

The Committee agenda is set by the Chair, in collaboration with district leadership. As required by Governing Board Policy BDFA, the Committee shall have a Call to the Audience item on each Committee meeting agenda.

Any member who wishes to place an item on the agenda may do so by notifying the Chair at least 48 hours in advance of a scheduled meeting.

Quorum and Voting

A quorum is defined as a simple majority of the voting Committee members. A quorum is required in order to meet and conduct all business. If there are one or more vacancies on the Committee, then a majority of the remaining voting members of the committee will constitute a quorum, except that a single member of the committee does not constitute a quorum. A simple majority vote of the quorum is required for making all decisions of the committee.

Members who are physically absent from a meeting can participate through audio or video conferencing. Proxy voting is prohibited.

Subcommittees and Ad Hoc Working Groups

As necessary, subcommittees and ad hoc working groups may be established with the oversight of the AEAC, for special tasks to be performed on a short-term basis. Function and duration of these subcommittee and working groups will be task-specific. If the task appears to be a standing item, a standing committee should be formed. The subcommittee membership may include Committee members, internal staff, and external, uncompensated consultants. The participating Committee members must be less than the majority of the current Committee so as not to meet the quorum requirements. The advice or recommendations of a subcommittee or working group will be submitted to the Chair to be included in the next agenda and be delineated by the whole Committee. Subcommittees and ad hoc working groups shall also comply with Arizona's Open Meeting Laws.

Reports to the Governing Board

The Committee shall provide the Governing Board with a quarterly report of activities, findings, and recommendations at a designated Board meeting.

DISTRICT SUPPORT

Access to District Information

The Committee, in consultation with District Staff and the Governing Board, may have access to all pertinent information it deems necessary to carry out its charge. Access to information shall be consistent with Arizona law and District policy.

The Committee may ask a member of management or others to attend its meetings and provide pertinent information, as necessary.

Process for Requesting District Information

The Committee may request information from the District that the Committee deems necessary to carry out its duties and responsibilities. These requests for information will only be made by the Committee Chair, or in their absence the Vice Chair. Any member wishing to request information may do so by submitting their request, in writing or via email, for approval by the Committee Chair, or in their absence, the Vice Chair. If the request is approved, the Chair or Vice Chair will send the request to the Assistant Superintendent responsible for overseeing

Alternative Education, or their designee for processing. If the Chair does not approve the request, the Committee may vote to override the Chair or Vice Chair and authorize the request. If the Committee overrides the Chair or Vice Chair, the request will be submitted.

Self-Assessment

The Committee will review its charter at least annually, reassess the adequacy of the charter and recommend any changes to the Governing Board. Adoptions and amendments to the charter shall be by an affirmative vote of the committee, a quorum being present, and by approval of the Governing Board. Only the Governing Board may determine if the Committee's charge is complete and should be dissolved.

BOND OVERSIGHT COMMITTEE CHARTER
GOVERNING BOARD APPROVED 10/28/2025

A. MISSION

The Governing Board of Tucson Unified School District (TUSD), in collaboration with the district's finance leadership, established a Bond Oversight Committee (BOC). The purpose is to advise and support the Board and district leadership in achieving the goals of the Bond Program, all while providing transparency and accountability to the District community, and effectively implement the Bond Program.

B. SCOPE

The Committee's responsibilities and goals are:

1. Promote transparency, advise the Governing Board, and monitor the Bond program.
2. Approve or otherwise propose recommendations of project proposals recommended by District staff.
3. Approve or otherwise propose recommendations of staff-recommended project scopes of work to develop Requests for Proposals (RFP).
4. Review bond financial information and monitor expenditures.
5. Monitor process, timelines, and progress for Bond projects.

C. GOVERNANCE AND OPERATING PRINCIPLES

1. Membership

- a. The BOC consists of 13 members appointed by the Governing Board, including one representative from the Board to serve as a non-voting liaison. The 13 community members are appointed for terms not exceeding three (3), two-year terms. The Board liaison will have term of one year. All committee members may be reappointed up to three (3) terms. All committee members are uncompensated. The Committee shall annually elect a Chair and Vice Chair. The Vice Chair presides in the Chair's absence.
- b. The eligibility requirements for BOC membership are:
 - i. Must be at least 18 years of age, and
 - ii. Limited to the following TUSD-affiliated individuals: TUSD parents/guardians

of TUSD students; TUSD employees; representatives of the Tohono O’odham Nation; representatives of the Pascua Yaqui Tribe; owners of a business within TUSD’s boundaries and/or community members residing within TUSD.

2. Ineligible Members

The following individuals cannot serve on the BOC:

- a. Anyone who, within the last two years, has sold goods or services to TUSD.
- b. Anyone who owns or whose relative has a pecuniary interest in a company, or who holds leadership position in an entity, which provides substantial goods or services to TUSD.
- c. Anyone who otherwise has a conflict of interest as defined in ARS 15-501 to -511.
- d. Anyone who has participated in litigation or other legal action against TUSD, unless such litigation has been disclosed in writing to the Governing Board and a determination is made by the Governing Board that the applicant’s role in the matter does not present an actual or apparent conflict of interest.

3. Conflicts of Interest

- a. An individual who would otherwise be excluded may serve if, after full disclosure to the Governing Board, the potential conflict of interest is not a “substantial interest” as that is defined in ARS 38-501 to -511 and does not appear so from the public perspective.
- b. An individual who develops a conflict of interest while on the BOC must disclose such conflict. The individual must recuse themselves from voting or participating in any manner on any item that is disclosed as a conflict.

4. Application to Serve

- a. Individuals shall submit complete applications to join the BOC and should be forwarded, along with a Conflict of Interest Disclosure form (See TUSD Policy BCB-E or substantially similar) directly to the Chair and Vice Chair of the committee. The Committee may or may not, at its discretion, make recommendations to the Board concerning applications received. The Board may appoint Committee members at its discretion.

5. Removal of Member

- a. The BOC may request that the TUSD Governing Board dismiss a Committee member who has had two (2) unexcused absences in a year. Requests to the Governing Board to dismiss require a majority vote of a committee where a quorum is present. Dismissal of the Board’s Liaison from the Committee may be initiated only by the Governing Board.

D. MEETING STANDARDS AND SCHEDULING

1. Meeting Requirements

- a. The Committee shall meet at least once per month during the school year, but the meeting calendar may be adjusted to accommodate for district holidays, breaks or by a majority vote of the Committee. Meetings in the summer months are optional. The Committee may schedule additional meetings.
- b. The Committee shall meet in public and shall adhere to Arizona's Open Meeting Law. Minutes shall be taken and will be published and filed.
- c. The Committee agenda is set by the Chair, in collaboration with district leadership. Any member who wishes to place an item on the agenda may do so by notifying the Chair at least 48 hours in advance of a scheduled meeting.
- d. Meetings will be conducted using *Roberts Rules of Order*.

2. Quorum and Voting

- a. A quorum is defined as a majority of the voting Committee members. A quorum is required to meet and conduct all business. If there are one or more vacancies on the Committee, then a majority of the remaining voting members of the Committee will constitute a quorum, except that a single member of the committee does not constitute a quorum. A simple majority vote of the quorum is required for making all decisions of the Committee.
- b. Members who are physically absent from a meeting may participate through audio or video conferencing.
- c. Proxy voting is prohibited.

3. Subcommittees and Ad Hoc Working Groups

As necessary, subcommittees and ad hoc working groups may be established with the oversight of the BOC, for special tasks to be performed on a short-term basis. Function and duration of these subcommittee and working groups will be task specific. If the task appears to be a standing item, a standing committee should be formed. The subcommittee membership may include Committee members, internal staff and external, uncompensated consultants. The participating Committee members must be less than a majority of the current Committee so as not to meet the quorum requirements. The advice or recommendations of a subcommittee or working group will be submitted to the Chair to be included in the next agenda and be delineated by the whole Committee. Subcommittees and ad hoc working groups shall also comply with Arizona's Open Meeting Laws.

4. Reports to the Governing Board

The Committee shall provide the Governing Board with a report of activities and recommendations at a designated Board meeting at least once per year.

E. DISTRICT SUPPORT

1. Access to District Information

- a. The Committee, in consultation with District staff and the Governing Board, may have access to all pertinent information it deems necessary to carry out its charge. Access to information shall be consistent with Arizona law and District policy.
- b. The Committee may ask a member of management or others to attend its meetings and provide pertinent information, as necessary.

2. Process for Requesting District Information

- a. The Committee may request information from the District that the Committee deems necessary to carry out its duties and responsibilities. These requests for information will only be made by the Committee Chair, or in their absence the Vice Chair.
- b. Any member wishing to request information may do so by submitting their request, in writing or via email, for approval by the Committee Chair, or in their absence, the Vice Chair. If the request is approved, the Chair or Vice Chair will send the request to the Governing Board Office staff or their designee for processing. If the Chair does not approve the request, the Committee may vote to override the Chair or Vice Chair and authorize the request. If the Committee overrides the Chair or Vice Chair, the request will be submitted and placed on the next meeting agenda.
- c. School or site visits by committee members shall be arranged through the Bond Program Manager, or, if the Bond Program Manager is unavailable, through the Bond Oversight Committee Governing Board Liaison. This is consistent with the BOC Charter Sec. E.1.a. requiring consultation with District Staff and the Governing Board when requesting information from the District.
- d. In school or site visits, individual committee members may represent their personal opinions, but may not represent- or imply that they represent -the BOC as a whole, except to report on the BOC actions or as expressly authorized by action of the BOC taken in an open meeting. This is consistent with the limits of authority for Governing Board members as described in Policy BBAA.

F. SELF-ASSESSMENT

The Committee will review its charter at least annually, reassess the adequacy of the charter and recommend any changes to the Governing Board. Adoptions and amendments to the charter shall be by an affirmative, majority vote of the committee, a quorum being present, and by approval of the Governing Board. Only the Governing Board may determine if the Committee's charge is complete and should be dissolved.

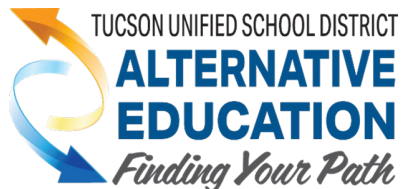
Alternative Education Advisory Committee Recommendations

Governing Board Meeting
July 28, 2026

Yolanda Nuñez, Ed.D.

Alternative Education

Tucson Unified School District



Outline

- Alternative Education Advisory Committee Recommendations
- DAEP Enrollment
- Transportation
- Homeschool families
- Project MORE
- Dropout Prevention
- Enrollment Coordinators
- Summary

Alternative Education Advisory Committee (AEAC) Recommendations

1. Provide Transportation to DAEP, Project MORE High School, and Teenage Parent High School (TAP).
2. Distribute information to homeschool families on how to concurrently enroll in classes.
3. Provide additional Staffing at Project MORE High School.
4. Provide additional Enrollment Ambassadors and Dropout Prevention Staff and to offer Credit Recovery to all Students.

AEAC Recommendation: Transportation

- Provide Transportation to DAEP, Project MORE High School, and Teenage Parent High School (TAP)

DAEP Enrollment

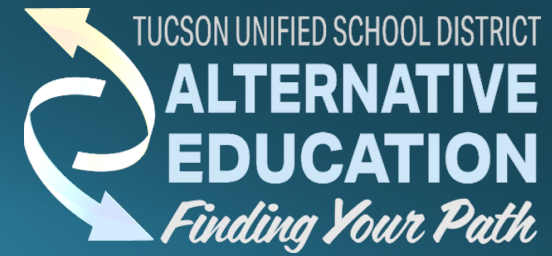
2024-2025

Grade Level	Suspensions	DAEP	Abeyance	No Transport	Stayed Home
Middle School	118	51	24	21	14
High School	161	60	31	2	55

2025-2026

Grade Level	Suspensions	DAEP	Abeyance	No Transport	Stayed Home
Middle School	102	40	10	21	14
High School	152	52	22	1	46

Administrative Recommendation: Transportation



- **Schedule Optimization:**

- Adjusting the DAEP, TAP, and Project MORE start time to **9:15 AM** to align with bus routes and ensure reliable student pickup.

- **Family Support Infrastructure:**

- Establishing a **hub system** to assist families with transportation and improve daily attendance at TAP, Project MORE, and increase accessibility to DAEP.

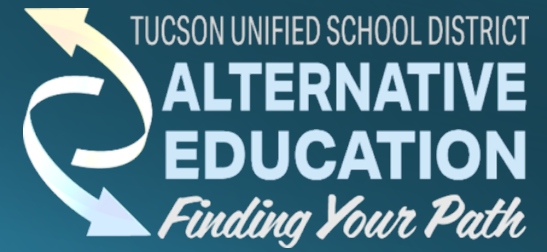
- **Alignment with District Attendance & Enrollment Initiative:**

- Directly advances district priorities by removing access barriers and improving daily student participation.

AEAC Recommendation: Concurrent Enrollment

- Distribute information to homeschool families on how to concurrently enroll in classes.

Administrative Recommendation: Concurrent Enrollment



- Create a marketing plan with outreach strategies that focus on partnership and flexibility.
- Focus marketing materials on classes that are difficult to replicate at home, such as:
 - Chemistry/Biology labs
 - Career & Technical Education
 - Performing arts, varsity athletics, or electives
 - Promote College Credit Opportunities

AEAC Recommendation: Staffing at Project MORE High School

- Provide additional staffing at Project MORE High School.

Project MORE Staffing

As of July 23, 2026, there were 44 students enrolled for the 2026-2027 school year.

- One Principal and one Assistant Principal (shared with TAP)

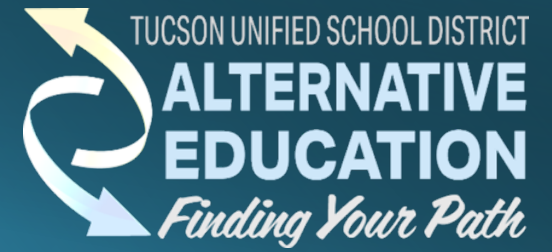
Teaching Staff

- 7.5 teachers
 - 2.0 Math
 - 2.0 English
 - 1.0 Science
 - 1.0 Social Studies
 - 1.0 Credit Recovery/RTI
 - .5 Exceptional Education

Support Staff

- .5 Counselor (.5 at TAP)
- 1.0 Social Worker
- .75 College and Career Coordinator (.25 at TAP)
- .5 MTSS (.5 at TAP)
- .5 CSP (.5 at TAP)
- 2.0 Monitors

Administrative Recommendation: Staff at Project MORE High School

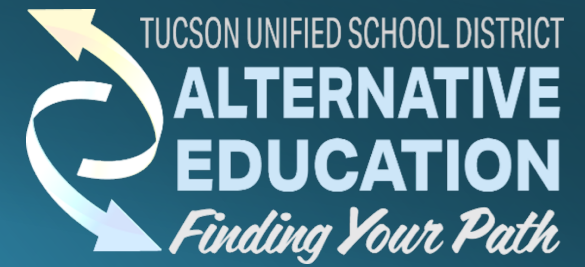


- Project MORE High School has sufficient staffing to support students.

AEAC Recommendation: Increase Enrollment Ambassador and Dropout Prevention Staff

- Provide additional Enrollment Ambassadors and Dropout Prevention Staff and to offer Credit Recovery to all Students

Dropout Prevention



The Dropout Prevention Department focuses on grades 7-12 to ensure TUSD students remain in school.

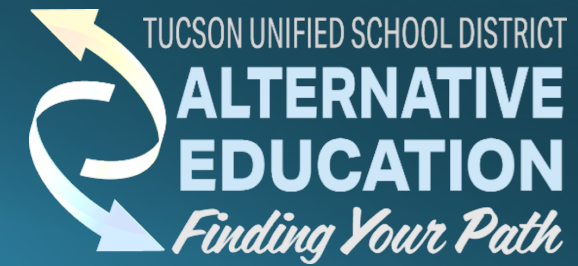
Staffing

- 8.5 Dropout Prevention Specialists

Strategic Deployment: Resources are allocated on a needs-based model using the following metrics:

- Prior-year enrollment numbers
- Historical dropout rates
- Chronic absenteeism and truancy data

Enrollment Ambassadors



Enrollment Ambassadors strengthen student retention and family engagement across Tucson Unified School District.

Staffing

- 4 Enrollment Ambassadors

Two-Fold Focus:

1. Exit Insights & Recovery:
 - Review withdrawal data to identify exit drivers.
2. Proactive Site Support:
 - Collaborate with school teams to identify retention risks and provide support.

Administrative Recommendation: Enrollment Ambassador and Dropout Prevention Staff

- Pending future review.
- The focus is on supporting the School Community Liaisons with the district's Attendance and Enrollment Initiative.
- We want to assess School Community Liaison support before adding more staff.
- To address the need to increase credit recovery options, we plan to launch an afternoon Credit Recovery Program at the beginning of Spring semester 2027.

Summary: Administrative Recommendations

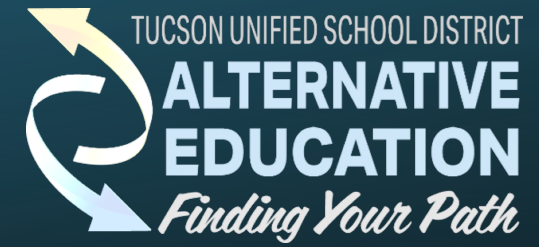
AEAC Recommendation 1: Providing Transportation to DAEP, Project MORE High School, and Teenage Parent High School.

- Administrative Recommendation: We recommend establishing a hub system to support families and students with transportation.

AEAC Recommendation 2: Distribute information to homeschool families on how to concurrently enroll in classes.

- Administrative Recommendation: We recommend creating a Marketing Plan with outreach strategies that focus on partnership and flexibility, highlighting specialized resources.

Summary: Administrative Recommendations



AEAC Recommendation 3: Provide additional Staffing at Project MORE High School.

- Administrative Recommendation: We do not recommend additional staffing at Project MORE High School

AEAC Recommendation 4: Provide additional Enrollment Ambassadors and Dropout Prevention Staff and to offer Credit Recovery to all Students.

- Administrative Recommendation: We do not recommend additional Enrollment Ambassador or Dropout Prevention staff.

AEAC Recommendations: Financial Review

Ricky Hernández, SFO, Chief Financial Officer
Governing Board Meeting – July 28, 2026

Recommendation #1: Transportation Expansion Options

- If existing drivers are used to provide routes for DAEP, Project MORE HS, and Teenage Parent HS, the cost would only be the additional cost of fuel for the school buses
- If new drivers are required to provide additional routes, assuming there is one bus route for each program, this would require 3 additional drivers
 - CDL Certified Bus Driver = \$39,259 average per year x 3 drivers = \$117,777
 - Non-CDL Certified Bus Driver = \$31,400 average per year x 3 drivers = \$94,200
- The number of students being transported would not generate additional Transportation Aid from the State funding formula
- Total Cost = \$94,200 - \$117,777

Recommendation #2: Tuition Schedule for ESA/Homeschool Students

- Regular Ed Tuition Rate for Grades 9-12 = \$9,962.12
 - 1 Class @ 20% of Tuition Rate = \$1,992.42 (subject to change & Board approval)
 - Tuition rates includes the fractional cost of a teacher, administrative expenses, materials costs, and overhead
 - ESA students can pay TUSD for tuition for individual courses
 - Requires Board approval of enrollment and attendance criteria
 - Adoption of an approved tuition schedule
 - Tuition generates additional budget capacity in M&O and Capital
 - Homeschooled students cannot enroll in any public school
 - Total Cost = no additional cost; potential revenue generator
-

Recommendation #3: Mandatory DAEP Attendance

- No additional costs incurred by the District for making DAEP mandatory as part of an abeyance contract
- Each additional section that requires 1-FTE Teacher costs approximately \$75,000 for each teacher, depending on the enrollment caps in each classroom
 - Additional operating costs would be dependent on enrollment (e.g., student/teacher furniture, instructional technology, instructional aids/supplies, etc.)
- The student must remain enrolled/registered at their normal TUSD school to be counted for attendance and to generate Average Daily Membership (ADM)
 - DAEP is not a school, and students must be tied to their existing TUSD school
- Total Cost = \$75,000 per new DAEP section

Additional Project MORE Staffing

- 1-FTE Elective or Fine Arts Teacher = \$75,000
- 1-FTE Social Worker = \$57,927 (already funded by M&O Override)
- 2-FTE Instructional Aides
 - 1-FTE for ELD = \$31,442
 - 1-FTE for ExEd = \$36,868
- Total Cost = \$201,237 (\$143,310 excl. Social Worker)

Recommendation #5: Enrollment Ambassadors, Dropout Prevention Staff & Credit Recovery Courses

- To hire additional Dropout Prevention Specialist = \$57,442 per position
 - Positions are currently funded through Dropout Prevention Program property tax
 - Additional positions/expansion may require increase in property tax to generate revenue
- To hire additional Enrollment Ambassador = \$83,456 per position
- To create additional sections of Credit Recovery courses in high schools = \$15,000 per course section (0.2-FTE)
 - Currently, TUSD allocates \$426,559 to provide Credit Recovery courses at all high schools
 - 34 sections funded at all high schools – except Innovation Tech, Project MORE and TAPP
- Total Cost = \$140,898 - \$290,898 (assumes 10 sections of CR courses)

Thank you!



Tucson Unified School District

Internal Audit Charter

The Governing Board re-established the internal audit activity on March 16, 2026. This audit charter defines the internal audit activity's role and responsibilities. This charter and the audit plan will be approved in July of each year by the Governing Board.

Mission and Purpose

The mission of Internal Audit is to provide independent, objective assurance and consulting services designed to add value and improve the operations of Tucson Unified School District. Internal Audit helps the district accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

Professionalism

Internal Audit will govern itself by adherence to the mandatory elements of The Institute of Internal Auditors' International Professional Practices Framework, including the Core Principles, the Code of Ethics, and the *International Standards for the Professional Practice of Internal Auditing*.

Authority

The Internal Auditor is authorized to:

- Have unrestricted access to all functions, records, property, and personnel pertinent to carrying out any engagement.
- Allocate resources, set frequencies, select subjects, determine scopes of work, and apply the techniques required to accomplish audit objectives.
- Obtain the necessary assistance of personnel in units of the district where they perform audits, as well as other specialized services from within or outside the district.

Internal Audit shall have no direct operational responsibility or authority over any of the activities audited. Accordingly, they will not implement internal controls, develop procedures, install systems, or engage in any other activity that may impair their judgment.

Organization & Reporting Structure

To ensure independence, the Internal Auditor shall report to the Governing Board.

Annually the internal auditor, in consultation with the audit committee, will create and submit an audit plan to the Governing Board for review and approval.

The Governing Board and Audit Committee will define clear expectations and success metrics to guide the annual review of Internal Audit.

Annual Declaration of Independence and Objectivity

Annually, the Internal Auditor shall execute a formal Statement of Independence, to be co-signed by the Governing Board President, the Audit Committee Chair, and the Superintendent. This document serves as a multi-level certification that the internal audit function remains free from organizational interference and personal bias, ensuring the integrity of the district's oversight.

Scope of Internal Audit Activities

The scope of internal auditing encompasses, but is not limited to, the examination and evaluation of the adequacy and effectiveness of the district's governance, risk management, and internal controls as well as the quality of performance in carrying out assigned responsibilities to achieve the district's stated goals.

This includes:

- Financial Integrity: Evaluating the reliability and integrity of financial and operational information.
- Compliance: Reviewing systems established to ensure compliance with policies, plans, procedures, laws, and regulations.
- Asset Safeguarding: Verifying the existence of assets and reviewing the means of safeguarding them.
- Operational Efficiency: Appraising the economy and efficiency with which resources are employed.

Annual Audit Plan

Annually, the Internal Auditor will submit to the Governing Board a risk-based internal audit plan for review and approval. The plan will be developed based on prioritization of the audit universe using a risk-based methodology, including input of the Audit Committee and the Governing Board.

Reporting and Monitoring

A written report will be prepared and issued by the Internal Auditor following the conclusion of each internal audit engagement and will be distributed as appropriate. Significant findings and management action plans will be reported to the Audit Committee.

Internal Audit will also be responsible for appropriate follow-up on engagement findings and recommendations. All significant findings will remain in an "open" status until cleared.

Quality Assurance and Improvement Program (QAIP)

The Internal Auditor shall maintain a comprehensive Quality Assurance and Improvement Program (QAIP) that covers all aspects of the internal audit activity. This program is designed to provide reasonable assurance that the activity:

- Conforms to the International Professional Practices Framework (IPPF), including the Core Principles, Code of Ethics, and Standards.
- Operates in an effective and efficient manner.
- Identifies opportunities for continuous improvement.

The QAIP shall include both **internal** and **external** assessments:

Internal Assessments

The Internal Auditor will perform ongoing monitoring of the performance of the internal audit activity. This includes:

- **Ongoing Monitoring:** Real-time supervision, review of workpapers for every engagement, and feedback from auditees to ensure quality of service.
- **Periodic Self-Assessment:** An annual self-assessment of the internal audit activity's conformance to the mandatory guidance, including an evaluation of the auditor's adherence to the Code of Ethics.

External Assessments

To ensure independence and objectivity, an external assessment shall be conducted at least once every five years by a qualified, independent reviewer or review team from outside the organization.

- **Reporting:** The results of external assessments, including any identified areas for improvement, shall be communicated to the Governing Board and the Audit Committee.
- **Action Planning:** The Internal Auditor will develop an action plan to address any recommendations arising from the external assessment and report progress to the Governing Board periodically.

Professional Development

The Internal Auditor is committed to professional excellence. To remain current with professional standards, emerging risks, and audit techniques, the Auditor shall maintain a commitment to Continuing Professional Education (CPE), consistent with the requirements of the IIA and any applicable professional certifications.

Tucson Unified School District

Internal Audit Independence Statement

Policy: Independence of Internal Audit

I. Purpose

To ensure the credibility and reliability of audit results, Internal Audit must remain independent of the activities it audits. This policy defines the structural and individual requirements for maintaining that independence within Tucson Unified School District.

II. Organizational Independence (The "Reporting Line")

To prevent administrative interference, the Internal Auditor reports directly to the **TUSD Governing Board**. The Board is responsible for approving the audit plan, reviewing final reports, and overseeing the Auditor's appointment.

III. Authority & Unrestricted Access

In pursuit of independent oversight, the Internal Auditor is granted:

- Full, free, and unrestricted access to all district records (physical and electronic), property, and personnel.
- The right to attend any district meeting that is relevant to the scope of an audit.
- Strict confidentiality requirements: all staff are mandated to cooperate fully with Internal Audit inquiries.

IV. Restrictions on Auditor Activity (Objectivity)

To maintain an unbiased mental attitude, the Internal Auditor shall:

- **Not perform operational duties:** Auditors will not sign checks, approve purchase orders, or manage District staff outside of the IAD.

- **Not audit prior work:** An auditor who recently transferred from another District department (e.g., Finance or HR) may not audit that specific department for a period of **one year**.
- **Avoid Conflicts of Interest:** Auditors must disclose any personal or professional relationships with vendors or district employees that could perceive a bias.

V. Non-Interference Clause

No district official or employee shall attempt to influence the scope of an audit, withhold information, or alter the findings of an audit report. Any attempt to do so shall be reported directly to the Governing Board's Audit Committee.

Certification of Independence

_____ I declare that I do not have conflicts that would impair my independence

_____ I do have conflicts that could impair my independence

Signed:

Paul Houston, Internal Auditor

Date:



TUSD Internal Audit Plan

School Year: 2026-2027

Executive Summary

The goal of this Internal Audit Plan is to add value and drive continuous improvement across district operations. Through independent assurance and advisory reviews, the plan strengthens risk management and internal controls—safeguarding public funds and ensuring all resources are used efficiently, in regulatory alignment, and to support student success.

Audit Objective

Internal audit assesses the district's risk management, control, and governance frameworks to ensure they protect assets, maintain compliance, and drive operational efficiency.

Proposed Audit Schedule

The following section outlines the audit areas and their proposed durations for the upcoming school year.

Month	Audit Area	Focus	Duration (Estimated)
August 2026	Transportation and Fuel	Bus utilization, special transportation, parts inventory, fuel pricing/management, and payroll costs.	4 to 6 weeks
August 2026	School Safety	Follow-up on 2023 audit recommendations.	2 weeks
October 2026	Furniture & Equipment	Procurement, bidding, approvals, related party transactions, pricing, asset tracking, funding sources, and disposal.	8 weeks
January 2027	Payroll & Overtime Pay	Audit "ghost employees" checks, overtime authorization, certification compliance, overtime verification, and stipends.	4 weeks
February 2027	Accounts Payable	Purchase cards, purchase orders, invoices, payments, vendor management, and contract compliance.	4 weeks
March 2027	Bond Fund Oversight	Permitted use, capital procurement, change orders, payments, and oversight.	6 weeks
May 2027	Enrollment / ADA	Attendance controls, withdrawal tracking, residency, special populations, and state reporting (reconciliations).	4 weeks
Ongoing	Follow-Up Reviews	Monitor implementation status of prior year audit recommendations.	Open

Reporting & Monitoring

Draft Report: Issued to the department heads for management responses and corrective action plans.

Final Report: Distributed to the department heads, Governing Board, the Audit Committee, and Superintendent.

Paul Houston

TUSD Internal Audit

TUSD Internal Audit
Priority Matrix

Rank	Audit Area	Materiality (40%)	Feasibility (20%)	Control Risk (20%)	Legal Risk (10%)	Quick Win (10%)	Weighted Score
4	Transportation & Fuel	8	9	9	5	8	7.9
	School Safety - Follow-up	2023 audit recommendations					
1	Contract Bidding (RFP) - Furniture & Equipment	9	7	8	8	7	8.1
2	Payroll: Position Control	9	9	6	8	6	8.1
3	Accounts Payable - Vendor Master File	9	7	8	8	7	8.1
5	Bond Fund Oversight	9	6	9	9	3	7.8
6	Enrollment / ADA	8	7	8	9	4	7.6
7	Overtime Pay	6	9	8	6	8	7.1
8	Title I / Federal Grants	6	7	7	10	5	6.9
9	Benefits Administration	8	6	4	5	9	6.7
10	Cybersecurity	7	5	7	9	3	6.5

The Weighted Scoring Logic

Each area is scored from 1-10 on five criteria:

- 1. Financial Magnitude (40%):** How much of the \$750M budgetflows through this pipe?
- 2. Audit Feasibility (20%):** Can a solo auditor check this quickly via data/ERP?
- 3. Control/Leakage Risk (20%):** Is it "liquid" or easily manipulated?
- 4. Legal/Reputational Heat (10%):** Will it cause a scandal or a massive state fine?
- 5. Quick Wins (10%):** Quick execution and possibility for immediate financial gains?

TUSD Internal Audit
Matrix Risk Legend

Category	Weight	8–10 (Critical)	4–7 (Medium/High)	1–3 (Low)
Materiality	40%	Core Budget: High Spend (e.g., Payroll, ADA Revenue, Bonds).	Operational Depts: Medium Spend (e.g., Fuel, Grants).	Minor Accounts: Total spend is <\$1M (e.g., club funds).
Audit Feasibility	20%	ERP-Ready: "Clean" data; easy export to Excel/CSV for solo analysis.	Semi-Automated: Digital data exists but requires manual cleanup.	"Dark Data": Paper-based or off-system; requires site visits.
Control Risk	20%	Single Point of Failure: Liquid assets (Cash/Fuel) or lack of Segregation of Duties.	Complex Billing: Risks in change orders or manual data entry.	Automated: Hard-wired payments (Leases) with no human touch.
Legal/Reputational	10%	"Headline Risk": Federal grant loss, bond defaults, or data breaches.	Compliance Risk: State audit findings or local contract disputes.	Internal Only: Policy violations with no external impact.
Quick Win	10%	Cash Recovery: Immediate "Stop-Loss" (Duplicate payments, ineligible benefits).	Efficiency Gain: Identification of waste for future budget cycles.	Process Only: Long-term culture shifts with no direct "ROI."

1. Financial Magnitude (40%)

The **"Follow the Money" Metric**. Typically, 80% of the money (budget) is in 20% of the departments in a school district. This presents risks of more material impacts to the budget.

High Score (8–10): Areas exceeding **\$50M** (e.g., Payroll/Benefits, Bond Construction, State ADA Revenue). A 1% error here is **\$500k+**.

Low Score (1–3): Areas under **\$1M** (e.g., Library fines, specific small club accounts). Even a 50% error rate here won't "break" the district.

The Audit Focus: I am looking for the **"Material Impacts"**.

2. Audit Feasibility (20%)

The **"Solo Auditor Sanity" Metric**. This measures how much "desk time" versus "field time" is required. If I have to drive to 80 different schools to count petty cash, feasibility is low.

High Score (8–10): The data lives in the **ERP (e.g., SAP)**. You can export data and run a program find anomalies.

Low Score (1–3): The data is in paper files, basement boxes, or "tribal knowledge." These are "audit traps" that will swallow my entire year.

The Audit Focus: Audit as much as possible using data or data analytics to maximize solo auditor effectiveness.

3. Control / Leakage Risk (20%)

The **"Opportunity and Temptation" Metric**. This combines the liquidity of the asset with the strength of the lock on the door.

High Score (8–10): Assets that are "near-cash" (Fuel, P-Cards, construction change orders, high-end tech) or processes where **one person** initiates and approves a transaction (Lack of Segregation of Duties).

Low Score (1–3): Automated payments for fixed contracts (e.g., the monthly bill for the district's main office lease) where no human intervention occurs.

The Audit Focus: Look for **"Single Points of Failure. Check where there are opportunities for multiple chances to misappropriate assets.**

4. Legal / Reputational Heat (10%)

The **"Front Page of the Arizona News" Metric**. Some risks aren't about the dollar amount; they are about the **political fallout**.

High Score (8–10): Student Data Privacy (FERPA), Federal Grant Compliance (Title I), and Special Education (IDEA). A mistake here could trigger a federal investigation or a total loss of community trust.

Low Score (1–3): Internal administrative inefficiencies that don't violate state law or impact student safety.

The Audit Focus: Audit these areas to ensure compliance.

5. Quick Wins (10%)

The **"ROI & Momentum" Metric**. As a solo auditor, work to add value early while maintaining independence.

High Score (8–10): Direct **Cash Recovery** (e.g., identifying duplicate vendor payments or ineligible health insurance dependents). These provide an "Immediate ROI" .

Low Score (1–3): Long-term cultural shifts or process improvements that take 24 months to show results.

The Audit Focus: Start with Recovery Audits. Focus on immediate impacts to the budget .

2026-2027 TUSD Employee Appreciation Days

September 2026		Employees Recognized
September 8	Physical Therapy Day	Physical Therapists
September 15	National IT Professionals Day	Technology Services Employees
September 22 – 26	Finance and Accounting Appreciation Week	Finance and Accounting Employees
September 26	Human Resources Professional Day	HR Employees
October 2026		Employees Recognized
October	National Principals Month	School Principals
October 2	National Custodian Appreciation Day	School Custodians
October 6	National Coach Day	Athletic Coaches
October 19 –23	National School Bus Safety Week	Bus Drivers, Bus Monitors & Transportation Employees
October 27	Occupational Therapy Day	Occupational Therapists
November 2026		Employees Recognized
November 9 – 13	National School Psychology Week	School Psychologists
November 18	Education Support Professionals Day	School Support Employees
November 20	Substitute Teacher Appreciation Day	Substitute Teachers
December 2026		Employees Recognized
December 2	Special Education Day	Exceptional Education Employees
December 8	National Blue-Collar Day	Blue Collar and Classified Employees
January 2027		Employees Recognized
January	School Board Recognition Month	Governing Board Members and Staff
January 9	National Law Enforcement Appreciation Day	School Safety & School Resource Officers
February 2027		Employees Recognized
February	Career & Technical Education Month	Career & Technical Education Employees
February 1 – 5	National School Counseling Week	School Counselors
February 5	National School Crossing Guard Appreciation Day	Crossing Guards
March 2027		Employees Recognized
March	National Social Work Month	Social Workers
March	Music in our Schools Month	Music Teachers and Related Employees
March	National Procurement Month	All Procurement Employees
March 1 – 7	Hearing Awareness Week	Audiologists, Hearing Screeners, Educational Interpreters, and Hearing Impairment Teachers

2026-2027 TUSD Employee Appreciation Days

March 4	Maintenance Worker Appreciation Day	Grounds, Carpenters, Painters, Locksmiths, Roofers, Plumbers, Electricians, Fire Safety, Welders, and Related Employees
March 5	Employee Appreciation Day	All Employees
March 7 – 13	National School Social Worker Week	School Social Workers
March 7	National School Social Worker Day	School Social Workers
March 9 – 13	Math Week	Math Teachers
March 20	World Behavior Analysis Day	Behavior Specialists, Behavior Intervention Monitors, Board Certified Behavior Analysts (BCBA), Instructional Specialists & Intervention Technicians
March 24	World Math Day	Math Teachers
April 2027		Employees Recognized
April	National School Library Month	Librarians, Library Media Specialists/Library Assistants
April 5 – 9	National Assistant Principal Week	School Assistant Principals
April 7	Paraprofessional Appreciation Day	Teacher Assistants
April 4	School Librarian Appreciation Day	Librarians, Library Media Specialists & Library Assistants
April 13	Be Kind to Lawyers Day	Lawyers
April 21	National Administrative Professionals Day	Administrative Professionals, School Office Managers, Office Assistants, Admin Assistants, Admin Secretaries, etc.
April 27	National School Bus Driver Appreciation Day	Bus Drivers & Bus Monitors
May 2027		Employees Recognized
May 1	School Principals Day	School Principals
May 7	US School Lunch Hero Day	Food Services Employees
May 3 – 7	Teacher Appreciation Week	Teachers
May 4	National Teacher Day	Teachers
May 6 – 12	National School Nurses Week	School Nurses
May 5	National Interpreter Appreciation Day	Translators and Interpreters
May 12	National School Nurse Day	School Nurses
May 14	School Communicators Day	Communications Employees
May 18	Speech Pathologist Day	Speech Pathologists



July 13, 2026

Tucson Unified School District
Governing Board
1010 E. Tenth Street
Tucson, AZ 85719

Proposal Snapshot

Thanks to the allocation of over \$3.3 million in Bond funds and an additional \$2.5 million in philanthropic contributions, Camp Cooper has two major improvements of its facilities: new bathrooms and showers, and six fully renovated sleeping cabins. These improvements are now in service. Our request is to allow Camp Cooper to price the rental of these improved facilities to recover their operating costs and reinvest the proceeds into serving more children with our programs.

The rates we propose here are the product of substantial work: a detailed review of our own costs to operate and maintain these rentals, paired with research into comparable camp and outdoor education facilities both regionally and nationally, so that every rate reflects both what it costs us to deliver and what the market will bear. This is structured explicitly as a two-year pilot — not a permanent commitment — with defined checkpoints at which we will evaluate results and adjust, expand, or scale back based on what we learn. Importantly, this is not a new direction for Camp Cooper; it is a continuation of our existing mission of connecting children with the Sonoran Desert, using our improved facilities to generate the resources needed to serve more of them. We are asking the Board to approve a modest, data-driven rate so that the children and families we serve can benefit from these new facilities.

Governing Board Members & Superintendent Trujillo,

On behalf of our partners at the University of Arizona College of Education, the staff of the Cooper Center for Environmental Learning (Camp Cooper), and the children, families, teachers, and community members we serve, thank you for your steadfast support of our work. Our Mission is to connect children and learners of all ages with the Sonoran Desert through immersive, education-based, outdoor adventures and build deep relationships with nature in a welcoming and inclusive environment, fostering a love and understanding of the natural world. We would not be successful in achieving this mission without your backing. Thank you.

As you know, we have completed two phases of facility improvements at Camp Cooper during the past three years: our sustainable bathrooms and showers as well as our renovated sleeping cabins, which were completed this spring. These upgrades add significant value to Camp Cooper and will allow us to expand our educational programs and generate additional revenue in support of these programs through facility rentals. With all of this in mind, we're proposing new rental rates starting with the 2026-2027 school year.

During the past year, Camp Cooper staff and volunteers have researched rental rates for facilities comparable to Camp Cooper around the country and assessed local rental offerings to propose rates that are reasonable and competitive. We have completed an analysis of our costs for facilitating rentals, including staff time, utilities, facility maintenance, and rentals administration.



Cooper Center for Environmental Learning (Camp Cooper)

Rental Rates (Proposed) - Seasonal Pricing Overview

Pricing is structured to reflect seasonal demand and usability. Peak season aligns with favorable weather conditions, while off-season pricing (summer months) is adjusted to account for higher temperatures and reduced demand.

Peak Season (October - April)

Use Type	Community/Youth	Nonprofit	For Profit
Overnight Use - Per Cabin Pricing (each cabin sleeps 12 people)	\$175/cabin/night	\$200/cabin/night	\$250/cabin/night
Overnight Use - Full Site Pricing (6 sleeping cabins; up to 72 people)	\$1000/night	\$1,200/night	\$1,500/night
Half Day Facility Use	\$400/half day	\$500/half day	\$600/half day
Full Day Facility Use	\$750/day	\$900/day	\$1,125/day

Off Season (May - September)

Use Type	Community/Youth	Nonprofit	For Profit
Overnight Use - Per Cabin Pricing (each cabin sleeps 12 people)	\$125/cabin/night	\$150/cabin/night	\$200/cabin/night
Overnight Use - Full Site Pricing (6 sleeping cabins; up to 72 people)	\$750/night	\$900/night	\$1,200/night
Half Day Facility Use	\$300/half day	\$400/half day	\$500/half day
Full Day Facility Use	\$550/day	\$675/day	\$900/day

Labor Charges	\$28/hour per staff member required, minimum 3 hours		
Optional Add-On Services	Environmental Education Activities		
Includes Staffing & Materials	Guided Hikes & Desert Experiences		
	Arts & Crafts		
	Health & Wellness		
	Other		

We have structured the rates to align with best practices in the industry and for ease of management for TUSD and Camp Cooper. Camp Cooper is committed to offering accessible pricing for schools and nonprofit partners.

Expanding Rentals at Camp Cooper

Camp Cooper will pilot the expansion of rentals over the next two years, which will encompass the 2026-2027 and 2027-2028 school years. This pilot will allow us to test the impacts of additional rentals on facilities and staffing, develop advertising and marketing strategies, and assess the financial value. We want to be sure that expanding rentals does not have a negative impact on educational programming while ensuring that there is a return on our investment in time and resources. In the first year of the pilot, we will focus on promoting rentals with existing partners and advertising and marketing through established media channels, including Camp Cooper's website, email newsletter, and social media, as well as leveraging the resources of TUSD and the University of Arizona.

Pilot Plan (24-Month Implementation with Evaluation Checkpoints)

Baseline: 12 rental nights annually (before cabin renovations)

Target Range: 18–36 rental nights annually

Phase 1 – Fiscal Year 2027 (July 1, 2026 – June 30, 2027)

- Target: 18 nights Stretch Goal: 24 nights
- Focus on current partners; mission-aligned groups
- Establish basic operational procedures
- Establish marketing approach/plan

Based on expected staffing needs, use Cooper and TUSD staff to keep staffing costs to a minimum during Phase 1. Establish operational staffing needs relative to expanding rentals.

Checkpoint Metrics:

- Demand vs baseline
- Staffing capacity
- Financial performance

Phase 2 - Fiscal Year 2028 (July 1, 2027 – June 30, 2028):

- Target: 30 nights Stretch Goal: 36 nights
- Trial programmatic add-ons/extras
- Launch a formal marketing program
- Used finalized procedures established during Phase 1
- Start move to planned staffing model

Checkpoint Metrics:

- Progress toward targets
- Repeat bookings
- Financial improvement

Periodic Reviews /Formal Evaluation Checkpoints:

These will be held at the end of months 3, 6, 12 and 18 months to ensure the rental program is moving forward as planned.



Final Pilot Evaluation:

We will use the information and experiences gathered to determine the long-term viability of rentals and establish a strategic approach. If the pilot faces significant challenges, we may consider scaling back rentals, adjusting the pricing model, adding staff positions, or making changes to the services available. If facility rentals have a detrimental impact on Cooper Center's educational programs, facility-wise, financially, staff-wise, or in some other way, changes to the program may be necessary. Evaluation results will be discussed with TUSD and UA College of Education leadership for collaborative decision making.

Thank you for your consideration of this proposal and for your continued support of Camp Cooper. Please contact me if you have any questions or concerns.

Sincerely,



Colin Waite

Director

Cooper Center for Environmental Learning

cwaite@arizona.edu

(520) 869-3797

THE COOPER CENTER FOR ENVIRONMENTAL LEARNING



Requested Board Action

- Request approval of a revised rental rate structure beginning with the 2026–2027 school year.
- Support our 2-year pilot to evaluate and expand facility rentals.

Key Consideration: Maintain affordable pricing for schools and nonprofit partners while supporting Camp Cooper's educational mission.



Why Update the Rates?

- Recent investments include renovated sleeping cabins and sustainable restroom and shower facilities.
- The improvements add significant value to Camp Cooper.
- They also create opportunities to expand educational programs and generate additional revenue through facility rentals.



Mission Driven

- Expand access to hands-on learning.
- Generate revenue to reinvest in programs, facilities, and innovation.
- Strengthen our ability to continuously improve how we educate.
- Leverage our eco-friendly, green campus as a distinctive offering.
- Introduce new audiences to Camp Cooper and deepen community connection.
- Ensure rental revenue directly supports and strengthens core programs.



Alignment to Cooper Center IGA

Section 7. Rental Time of Cooper Center to Third-Parties

In order to maximize the attainment of the mission of the partnership between the Parties expressed in Section 2, the Parties intend that the Cooper Center should be available for public use and non-Program-Time UA activities through appropriate and temporary rentals of the facilities. TUSD personnel shall oversee the operation of the Cooper Center during Rental-Time activities and will coordinate those uses with UA to ensure they do not interfere with Program Time activities. UA will provide access to the facility for Rental-Time activities. Any rental of Cooper Center facilities shall be in accordance with A.R.S. § 15-1105, TUSD Governing Board Policy KF, and TUSD District Regulation KF-R, as each may be amended. Notwithstanding the foregoing, to the extent UA is utilizing Cooper Center during Rental Time for donor events or other events or activities that are intended to raise funds for or otherwise support Cooper Center, no rental fees shall be payable by the UA for that Rental Time, except that UA will cover all costs and expenses related to the event.

How the Rates Were Developed

- Camp Cooper researched rental rates at comparable facilities around the country.
- Local rental offerings were reviewed.
- Staff analyzed costs including staffing, utilities, facility maintenance, and rental administration.

Proposed rates are intended to be reasonable and competitive.



Proposed Rental Pricing Structure

Seasonal pricing:

- Peak Season: October–April
- Off-season: May–September

Customer categories:

- Nonprofits serving children and youth
- Other Non-profits
- For-profit/private groups

Educational Programming:

- Available as an add-on services (e.g., guided hike)

Seasonal pricing reflects demand and facility use while maintaining affordable options for schools and nonprofit organizations.

Proposed Rates

Peak Season (October - April)			
Use Type	Community/Youth	Nonprofit	For Profit
Overnight Use - Per Cabin Pricing (each cabin sleeps 12 people)	\$175/cabin/night	\$200/cabin/night	\$250/cabin/night
Overnight Use - Full Site Pricing (6 sleeping cabins; up to 72 people)	\$1000/night	\$1,200/night	\$1,500/night
Half Day Facility Use	\$400/half day	\$500/half day	\$600/half day
Full Day Facility Use	\$750/day	\$900/day	\$1,125/day

Off Season May - September)			
Use Type	Community/Youth	Nonprofit	For Profit
Overnight Use - Per Cabin Pricing (each cabin sleeps 12 people)	\$125/cabin/night	\$150/cabin/night	\$200/cabin/night
Overnight Use - Full Site Pricing (6 sleeping cabins; up to 72 people)	\$750/night	\$900/night	\$1,200/night
Half Day Facility Use	\$300/half day	\$400/half day	\$500/half day
Full Day Facility Use	\$550/day	\$675/day	\$900/day

Managing Growth Responsibly

- Defined a structured and disciplined pilot approach.
- Established clear targets, guardrails, and success metrics.
- Developed initial financial framework and operating assumptions.
- Aligned rentals strategy with mission and program priorities.
- Identified key constraints including staffing capacity and operational complexity.

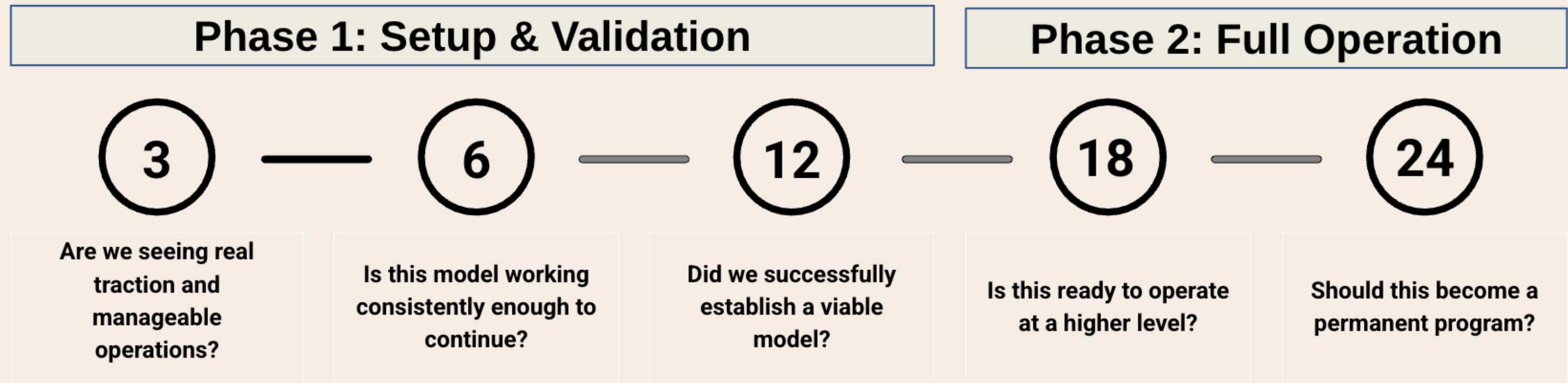


Our 24-Month Pilot

- Current baseline: 12 rental nights annually.
- FY2027 target: 18 nights (stretch goal: 24).
- FY2028 target: 30 nights (stretch goal: 36).
- Marketing will begin with existing partners and established communication channels.
- Regular evaluation checkpoints will guide adjustments throughout the pilot.



Pilot Overview - Checkpoint Months



At each checkpoint, leadership will evaluate performance and determine whether to continue as planned, adjust the approach, scale appropriately, or discontinue the program.

Pilot Success Evaluation

- Evaluation checkpoints at months 3, 6, 12, and 18.
 - Measures include:
 - Rental demand
 - Staffing capacity
 - Financial performance
 - Impact on educational programming
- Results will be reviewed with TUSD and the University of Arizona College of Education.



Conclusion & Requested Action

Camp Cooper is ready for the next phase of growth.

The proposed rental rates:

- Reflect the value of recent facility improvements.
- Support Camp Cooper's educational mission.
- Generate additional revenue to reinvest in programs and facilities.
- Maintain affordable access for schools and nonprofit partners.
- Be implemented through a carefully monitored 24-month pilot.
- Requested Board Action
- Approve the proposed rental rate structure and authorize implementation through the 24-month pilot program.

Requested Board Action

Approve the proposed rental rate structure and authorize implementation through the 24-month pilot program.



Preschool & Community Schools

Enrollment, Fiscal Health & Long-Term Sustainability

2026–2027 Governing Board Study Session

Tonight's Agenda: Review enrollment trends · Kindergarten retention · Program finances · Emerging challenges · Long-term sustainability



TUSD Community Schools – Programs at a Glance



Inclusive Preschool

50 classrooms
1,520 students



PEEPs

10 classrooms
180 students



Tuition Preschool

7 classrooms
144 students



Infant & Early Learning Centers

15 classrooms
230 students



Before/After & Summer

11 sites
600 students

Together, these programs serve over 2,000 children from 6 weeks to age 13 across Tucson — making TUSD one of the largest early childhood & childcare providers in Southern Arizona.

Enrollment Snapshot – SY 2026–2027



Program	Capacity	Enrolled	Open Slots	Notes
Inclusive PreK – Gen Ed	760	651	109	<i>Ongoing; waitlists at some sites</i>
Inclusive PreK – Special Ed	760	476	284	<i>ExEd placing students</i>
PEEPs	180	158	22	<i>121 waitlist last year; expecting waitlist again</i>
Tuition PreK	144	85	59	<i>Placement ongoing</i>
IELCs (Brichta & Schumaker)	230	170	60	<i>Kinder-aged students leaving July 31</i>
Before/After & Summer	600	479	121	<i>Placement ongoing</i>

**Demand is strong across all programs.
Where waitlists exist, the challenge is funding access — not family interest.**

Kindergarten Retention Survey Results



Total Submissions: **857** | Duplicates Removed: **30** | Completed Surveys: **827**

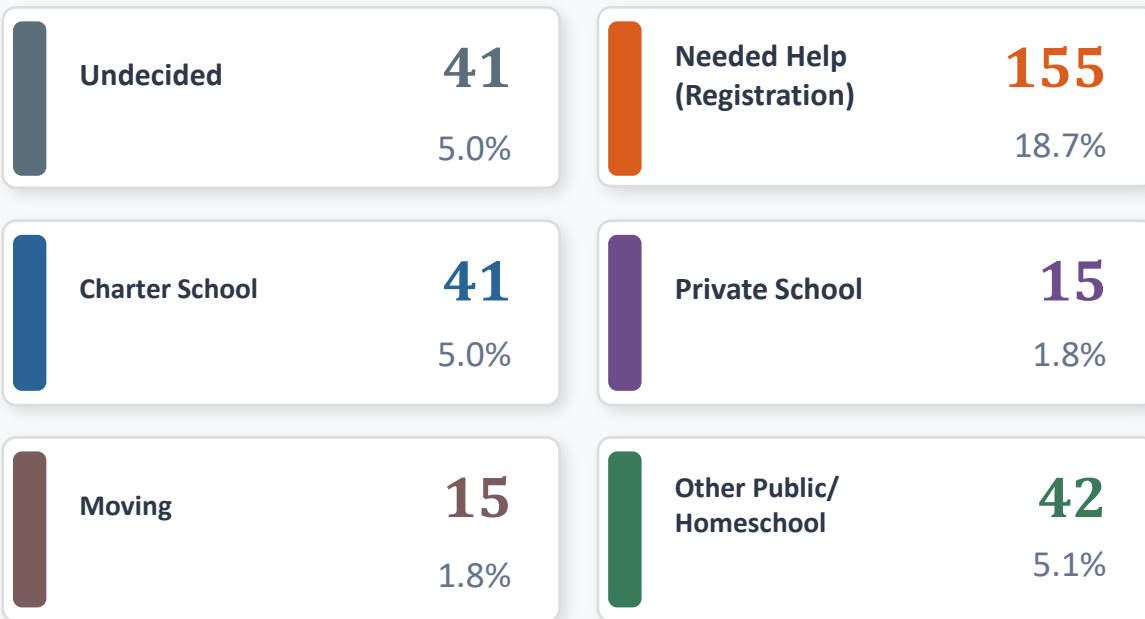


Staying in
TUSD Kindergarten

681

82.3% retention rate

of surveyed families





Enrollment

General Ed

760
Capacity

**651
Placed**

Special Ed

760
Capacity

**476
Placed**

Funding Structure

Title I

Payroll & benefits – 22 classrooms: 1 teacher + 1 TA
(44 staff)

Exceptional Ed

Payroll & benefits – 28 classrooms: 1 teacher + 2 TAs
(84 staff)

M&O

Leadership, Administrative Staff, Curriculum Service
Providers (10 staff)



Operational Costs — Historically Covered By:

Quality First (FTF) · ESSER (formerly) · Title I (formerly)
Licensing fees · PD · Classroom materials · Technology · Furniture · Field trips · Playground equipment · Instructional aides



Title I funding has declined for 5 consecutive years. Quality First reimbursement has been cut by approximately 70%, leaving no dedicated source for essential operating costs.

First Things First & Quality First — Why Funding Is Declining



What is First Things First?

Arizona's early childhood agency is funded by a voter-approved tax on tobacco products. Dedicated to health, development & early education for children birth–age 5

Quality First is FTF's signature program — coaching, PD, quality assessments, classroom resources, and scholarships for participating providers.

Tobacco use ↓

Tobacco tax revenue ↓

Less FTF funding

Reduced Quality First support statewide

Historical
Quality First Revenue

\$500K–\$800K/yr

Recent Cut to TUSD
Programs

~70% reduction



TUSD's Remaining Quality First Reserve

Approximately **\$2 Million**

to support approximately 80 programs across
Inclusive PreK · PEEPs · Tuition PreK · IELCs

PEEPs — Pima Early Education Program Scholarships



Created by Pima County Board of Supervisors, Spring 2021 · Full-day preschool scholarships for income-eligible families at 100+ locations · **Most popular TUSD preschool option** — full-day and nearly free (max \$200/month; most families qualify for full coverage)

Funded by

Pima County

10 classrooms · 30 staff
180 students

Last Year

180 / 180

100% enrollment
121-student waitlist

This Year (so far)

158 / 180

37 open slots — placing
Expect full by August



Funding Note:

PEEPs payroll is covered by Pima County. All operational costs have depended on Quality First funding, now reduced by ~70%.

Tuition Programs — IELCs, PreK & Community Schools



Infant & Early Learning Centers

Brichta & Schumaker

Ages 6 weeks – 5 years
Full-day childcare & preschool
Enrollment: 170 / 230



Tuition Preschool

7 full-day programs at 6 sites

PreK ages 3–5
Full & extended day options
Enrollment: 85 / 144



Before/After School & Summer

Community Schools

Ages 6–13
School-year & summer programs
Enrollment: 479 / 600

Funding Sources

Family Tuition	Primary revenue for IELCs and tuition PreK programs
DES Child Care Assistance	Reimbursement for eligible working families (see Slide 10)
Quality First Scholarships	22 scholarships last year → 6 this year (↓73%)
Override Scholarships	\$600K approved — see next slide

Override Preschool Scholarships — Expanding Access



Board-Approved

\$600,000

in Override Funds
for PreK Scholarships

Current Allocation

Brichta IELC \$200K allocated

Schumaker IELC Shared from \$200K

Tuition PreK Sites Included in \$200K

Est. Scholarship Slots

53

Availability based on sliding scale

Filled So Far

21

More in process — full by Sept.



Why the Scholarship Model Works

Scholarships place children in existing licensed seats — no new classrooms (est. \$195K/room), no startup costs, no additional long-term overhead. Every dollar goes directly to a family, not infrastructure.



What is DES Child Care Assistance? Arizona's Department of Economic Security program that helps eligible working families pay for childcare by reimbursing participating providers directly. TUSD's tuition programs and IELCs participate, providing critical access to families who could not otherwise afford enrollment.

Arizona Families
Currently Waiting

7,916

families on waiting list

Arizona Children
Currently Waiting

13,244

children on waiting list

**These families cannot access childcare subsidies — yet still need affordable early learning.
This is precisely the gap TUSD's tuition programs and override scholarships help fill.**

Financial Summary by Program



Program	Primary Funding	Current Challenge
Inclusive PreK	Title I · Exceptional Ed · M&O · FTF	70% cut in Quality First; Title I shrinking & frozen 5 straight years
PEEPs	Pima County (payroll & benefits) · FTF	All operational costs now without Quality First funding
Tuition PreK	Family tuition · DES · Override · FTF	Quality First scholarships: 22 → 6; DES waitlist limits access
IELCs (Brichta & Schumaker)	Family tuition · DES · FTF · Override	Structural operating deficit; reliant on scholarships to fill seats
Before/After & Summer	Family tuition (enrollment-dependent)	Revenue tied to enrollment; no external subsidy

Infant & Early Learning Centers — Fiscal Reality



Original Design

TUSD-only
program; district
covers losses



Opened to Public

Cost too high;
opened enrollment
to cover expenses



Covered by CarryFwd

Losses offset by
Tuition PreK &
B/A surplus



Buffer Depleted

B/A lost revenue
in 2025–26 for
the first time



Brichta IELC

Break-even achievable with tuition increases beyond the standard 5% annual adjustment. Enrollment trends and capacity support this path.



Schumaker IELC

No clear path to break-even under current conditions. Options: self-sustain, district subsidy, or closure.



Initiative: Pursuing reclassification of Brichta & Schumaker from childcare centers to schools — unlocking tax credit donations, additional grants & new revenue.

Operational Constraints of State Licensing Requirements



Arizona DHS licensing ratios determine how many children each teacher may supervise — regulatory requirements, not management choices, that directly drive staffing costs.

Age Group	Max Ratio	Cost Implication
Infants (under 1)	1 : 5	Most staff-intensive — highest cost per child
1-Year-Olds	1 : 6	Still very high staffing need
2-Year-Olds	1 : 8	Moderate — toddler programs still costly
Preschool (3–5)	1 : 13	More efficient — lower cost per child

1-Year-Old Classroom

6 children = 1 teacher

12 children = 2 teachers

13 children = 3 teachers ← +1 child = +1 staff

Step-Cost Increases

One child over the ratio triggers a new hire — large cost jump, not a gradual increase.

Temporary Inefficiency

Classrooms run below peak efficiency while enrollment builds to support staffing already required.

Revenue vs. Cost

Infant/toddler rooms need far more staff per child than preschool — limiting tuition revenue offset.



Lead + Support Teacher

Shift from 2 lead teachers to 1 lead + 1 support (Early Childhood Care Specialist) — maintaining coverage while reducing payroll & benefits.



Adjusted Staff Hours

Lead teachers: 40 hrs/week. Support teachers: 20–30 hrs/week — reduces payroll without reducing classroom capacity.



Reduced Operating Hours

Exploring 9–10 hrs/day vs. 11 hrs/day. Shorter window reduces staffing overlap costs while still serving most working families.



School Reclassification

Reclassifying as schools rather than childcare centers unlocks tax credit donations and expanded grant eligibility.



Goal: Reduce the structural deficit without reducing quality or access. Each strategy will be evaluated against licensing compliance, staff impact, and family access before implementation.

Before/After School & Tuition PreK — Pressures & Site Dependency



Site Dependency: Revenue at each site is directly tied to that school's enrollment — when a school's enrollment declines, the Community Schools program there declines too.



Revenue ↓

First time ever in 2025–26

Lost revenue in 25-26 & depleted the carry-forward buffer that had covered IELC losses.



Expenses Fixed

Costs don't fall with revenue

While revenue has declined, operating expenses — staffing, facilities, licensing, and materials — remain constant or increase. Budget reductions have been made, but cost pressures have not eased.



Crossroads

This year is the test

If programs don't hit goals in 2026–27, underperforming Tuition sites will need the district to cover losses or close.



Override Revenue: \$200K for PreK supplies + \$600K in scholarships expected to fully utilize — bringing additional tuition revenue in.



If Goals Are Not Met: Consolidations or closures will be considered. Decisions will be transparent and family-focused.

What We Have Done — Proactive Steps Taken



Monthly Finance Reviews

Monthly meetings with Finance to review budgets, trends, and expenses. Working toward real-time data access.



Annual 5% Tuition Increase

Consistent increases across all tuition programs to keep pace with rising costs.



Program Restructuring

Analyzed utilization, enrollment & staffing. Reallocated staff, revised schedules, closed outdated positions — saving money without layoffs.



Targeted Recruitment

ParentSquare outreach has increased enrollment vs. last year. HR provides all new TUSD hires with IELC information.



Override & Grant Funding

\$600K scholarships + \$200K supplies from override. Pursuing IELC reclassification to unlock tax credits and grants.



Break-Even Planning

Restructuring positions B/A, Summer, and Tuition PreK for break-even. Additional adjustments — including closures — if goals are missed.

Planning for Long-Term Sustainability



Declining External Funding

Title I, Quality First, and ESSER were never intended to fund operations permanently. Planning proactively as these streams decline.



Rising Operating Costs

Licensing, materials, technology, and staffing costs continue to increase while revenue sources shrink.



Growing Family Demand

Enrollment demand, waitlists, and DES backlogs show strong and growing need for full-day, affordable early learning.



Maintaining Quality

Our programs hold strong star ratings. Quality is the foundation of kindergarten readiness and family trust.



Preserving Affordability

Families choose TUSD because programs are accessible. Financial adjustments must balance sustainability with family impact.



Long-Term Financial Health

Responsible stewardship of our \$2M Quality First reserve, exploring new funding sources, and making data-driven decisions.

Looking Ahead



Demand is Strong

Enrollment, waitlists, and retention data demonstrate that families value and depend on TUSD's early childhood programs.



The Challenge is Funding

TUSD's ability to attract families is not in question. Sustaining programming requires new strategies as longstanding funding sources decline.



We Are Planning Responsibly

TUSD is committed to thoughtful stewardship, transparent communication, and data-driven decisions that protect community access.

TUSD remains committed to thoughtful planning, responsible stewardship of public resources, and expanding access to high-quality early learning for our community.

Community Schools: Financial Review

Ricky Hernández, SFO, Chief Financial Officer
Governing Board Meeting – July 28, 2026

Community Schools' Financial Operations

- All programs in the Community Schools Department are self-sustaining
 - Tuition-based
 - Federal Funding: Title I, IDEA
 - State Funding: Quality First, M&O, DES and Grants
 - Local Funding: PEEPS
- State law prohibits the use of Maintenance & Operations funding to support preschool programs – except for “inclusive preschool programs” for students with disabilities
- TUSD provides M&O support for inclusive programs, and Rebate Funds are used to pay for all utilities costs at Brichta and Schumaker

Are Community School Programs Sustainable?

- While Community Schools still has cash reserve, those reserves are being consumed by programs that are operating at recurring deficits
- The Before-and-After School (BA) programs generally offset the deficits in the Infant & Early Learning Centers (IELCs)

Program	FY26 Status	Overall Trend
Before & After School (BA)	Positive operating surplus	Healthy, but uneven by site
Infant & Early Learning Centers (IELC)	Significant operating losses	Structural concerns
Preschool (Pre-K)	Operating losses	Needs restructuring
Overall Community School Funds	Positive fund balance, but declining	Unsustainable if trend continues

Fund Balance Does Not Equal Financial Health

- The total Community Schools ending fund balance declined from approximately \$1.66M in June 2025, to \$1.23M by May 2026 – a loss of 26%
- Community Education (Before & After School) remains financially healthy with approximately \$4.26M in fund balance as of May 2026
- IELCs continue carrying a **combined** negative fund balance of \$3.36M, which worsened from the prior year
 - The loss of COVID-era funding exacerbated the increased reliance on fund balance reserves to sustain operations
- **Areas for Consideration:**
 - Cash reserves provide time, but **are not** a permanent solution
 - Structural deficits in the IELCs and some Pre-K programs **will** exhaust reserves
 - Sustainability will require restructuring expenditures, programmatic evaluations, and right-sizing revenues based on demand

Before & After School (B&A) Programs

- The B&A program is the **strongest** financial performer all the 3 programs
- The current model for B&A makes it a financially sustainable enterprise that produces meaningful surplus
- However, unlike the IELCs or Pre-K programs, these program have lower personnel costs, operating costs are absorbed by schools (i.e., custodial, some supplies, etc.)
- Highest performing sites:
 - Soleng Tom = \$116,251
 - Lineweaver = \$113,417
 - Hughes = \$91,931
 - Gale = \$56,855
 - McCorkle = \$46,093
- Financial health:
 - Revenue = \$1.7M
 - Expenses = \$1.2M
 - Operating margin = 29%

Infant & Early Learning Centers

- The IELC program is not covering its operating costs with current revenues
- Brichta **outperforms** the financial performance at Schumaker
- Brichta revenues are 56% of the total IELC revenues of \$1.99M for FY26
- Schumaker’s expenses are approximately 20% lower than Brichta’s due to lower enrollment

CATEGORY	BRICHTA	SCHUMAKER
Total Revenue	\$1,130,500	\$861,015
Payroll	\$1,249,496	\$963,819
Operations	\$35,092	\$77,601
Total Expense	\$1,284,588	\$1,041,420
Profit/(Loss)	(\$154,088)	(\$180,405)

- The fund balance on June 30, 2025 was approximately \$3M, as of May 31, the fund balance is currently \$3.4M
- The operating margin is currently 113%

Pre-School Programs

- Tuition-based Pre-K programs are operating well below a break-even and currently requires financial support to continue operating at existing staffing and enrollment levels
 - As of May 31, 2026, revenues were approximately \$560,000, while expenses are at \$1.2 million, with an operating loss of \$620,000.
 - Pre-school programs supported with a mix of Title I, IDEA, and M&O funds
 - Approximately \$600,000 were reduced from Title I for Pre-K due to a 20% decline in Title I funding. Central Title I funds have focused on supporting primarily Curriculum Service Providers (CSP)
 - IDEA funds have been reduced approximately 10%, while program operating costs continue to rise
 - M&O filled in a \$500,000 “gap” from the loss of Title I funding to avoid programmatic reductions
- PEEPS
 - Only enables for the **expansion** of Pre-K programs across TUSD
 - Supports all operating expenses except any overhead expenses
 - Unused funds do carryforward, but can only be used **within** the expansion program
 - As of May 31, TUSD received \$1.72M in revenue and has incurred \$1.61M in expenses
 - These programs are self-contained and funding cannot be commingled with other programs

Long-Term Sustainability Options

1. **Program restructuring & rationalization** – evaluate programs based on performance, enrollment demand, and community impact to determine program expansion, redesign, consolidation or elimination.
2. **Revenue alignment** – Review tuition rates/fees to more closely align with actual costs, including consideration of adjustments beyond 5% authorization, where appropriate
3. **Enrollment driven model** – Establish minimum enrollment thresholds and standardized staffing models while maintaining appropriate service levels & without risking educational quality
4. **Staffing & cost optimization** – Evaluate administrative and support structure to identify opportunities for shared services, operational efficiencies and improved cost recovery
5. **Strategic partnerships** – Expand partnership with external organization to enhance programming, increase enrollment opportunities and reduce service duplication
6. **Operational modernization** – Modernize tuition billing and payment systems to improve customer experience, increase collection rates, strengthen cashflow and reduce administrative workload
7. **Performance management** – Develop program-level performance measures including enrollment, cost recovery, operating margin, staffing ratios and annual subsidy requirements to make future decisions
8. **Strategic Subsidy Guidance** – Clarity around programs to be fully self-sustaining vs those that maybe intentionally subsidized to advance broader district objectives and community impact

Thank you!





TUCSON UNIFIED SCHOOL DISTRICT

Curriculum & Instruction Division

CURRICULUM AND INSTRUCTION GOVERNING BOARD UPDATE

Move On When Reading & Level Up Intervention Framework



Part 1: Move On When Reading



Part 2: Level Up Intervention

Curriculum & Instruction Division

Dr. Flori Huitt, Assistant Superintendent | Dr. Halley Freitas Sr. Director of Assessment and Evaluation

July 28, 2026

Information



Part 1: Move On When Reading

- **State Requirements & Grant**

- Arizona's K–3 literacy law and the MOWR funding structure

- **Curriculum Compliance Status**

- TUSD's current Conditional Approval status and what it means

- **Teacher Voice**

- Findings from 138 educators across 46 school sites

- **Path Forward**

- K–5 literacy curriculum adoption timeline



Part 2: Level Up Intervention

- **Program Purpose & Framework**

- K–8 Tier 2 and Tier 3 reading and math intervention model

- **Student Identification**

- Data-driven selection criteria by grade band

- **Instructional Model**

- Board-approved SIPPS and Math Catalyst curricula

- **Outcomes**

- Progress monitoring, exit criteria, and measurable goals



PART ONE

Move On When Reading

State requirements, grant compliance, and the path to a new K–5 literacy curriculum

BACKGROUND

What Is Move On When Reading?

Arizona's Move On When Reading (MOWR) policy is designed to ensure every student receives evidence-based, effective reading instruction in kindergarten through third grade, positioning them for long-term success in school, college, and career.



A.R.S. § 15-211 — K-3 Literacy Plan

Districts submit an annual literacy plan detailing K-3 instruction, assessment, intervention, and MOWR allocation spending.



A.R.S. § 15-704 — Evidence-Based Core Curriculum

Districts must adopt a K-3 core reading curriculum that is evidence-based and included on ADE's statewide vetted curriculum list.



A.R.S. § 15-701 — Promotion Standard

Reinforces grade-level reading proficiency by the end of third grade as a foundation for continued academic success.

Vetted Curriculum & Grant Requirements



ADE Vetted Curriculum List

- ADE rates K–3 core reading programs statewide
- Green: meets all legislative criteria
- Yellow: meets some criteria, under review
- Not listed: does not currently meet MOWR requirements for K–3 core use



MOWR Grant Funding

- Allocations support K–3 literacy instruction, assessment, and intervention
- Continued funding eligibility is tied to full Literacy Plan approval
- Full approval requires use of a vetted, “green” core curriculum



Statutory Basis

- A.R.S. § 15-704: curriculum adoption
- A.R.S. § 15-211: literacy plan & reporting
- A.R.S. § 15-701: grade-3 promotion standard

TUSD's Current Compliance Status



Status Update

- Benchmark Advance was on the Arizona Department of Education's vetted list when Tucson Unified School District adopted it. However, following revisions to the Arizona Department of Education's MOWR evaluation criteria, the district's current K–3 core reading curriculum, Benchmark Advance 2018, is not designated as "green" on the current MOWR Vetted Core Reading Curriculum List.
- As a result, TUSD's MOWR Literacy Plan received Conditional Approval status for the current school year.
- ADE has acknowledged that TUSD classrooms provide daily, explicit and systematic phonics instruction; the compliance issue is specific to the curriculum's vetting designation, not the absence of phonics instruction.
- TUSD's designated MOWR Approvers submitted a corrective Action Plan to ADE outlining the district's path to a vetted curriculum.



Why This Matters to the Board

State law requires the administration to inform the Governing Board of the district's compliance status, the statutory requirement, and the funding implications of continued non-compliance.

Funding & Approval Implications



A rejected Literacy Plan also halts release or reimbursement of funds tied to K–3 literacy instruction for that school year. TUSD's curriculum adoption timeline is designed to resolve compliance before reaching Year 3.

Funding History & Investment in the New Adoption

Fiscal Year	Benchmark Advance Payment	Cengage Payment
2019	\$1,380,846.00	\$569,153.83
2020	\$680,640.00	\$569,153.83
2021	\$680,639.00	\$569,153.83
2022	\$1,250,000.00	—
2023	\$1,250,000.00	—
Total	\$5,242,125.00	\$1,707,461.49

Benchmark Advance payments made June 30 of each year; Cengage payments made July 1 of each year. Both adoptions are paid in full with no outstanding balance.



Paid in Full, No Outstanding Debt

- TUSD is not under a multi-year contract for Benchmark Advance
- Annual payments cover student consumables, Benchmark Universe digital access, and professional development services
- Benchmark Phonics was purchased last year as a supplemental phonics resource to comply with MOWR requirements.

2026–27 INVESTMENT

\$1,200,000

Allocated in the 2026–27
Capital Budget for the new K–5
literacy adoption

Listening to Our Teachers

Before launching the K–5 literacy curriculum adoption, C&I Division leadership visited school sites across the district in spring 2026 to gather direct teacher input on the current curriculum and Science of Reading readiness, ensuring the adoption reflects classroom realities, not compliance requirements alone.



30+

School Sites Visited



46

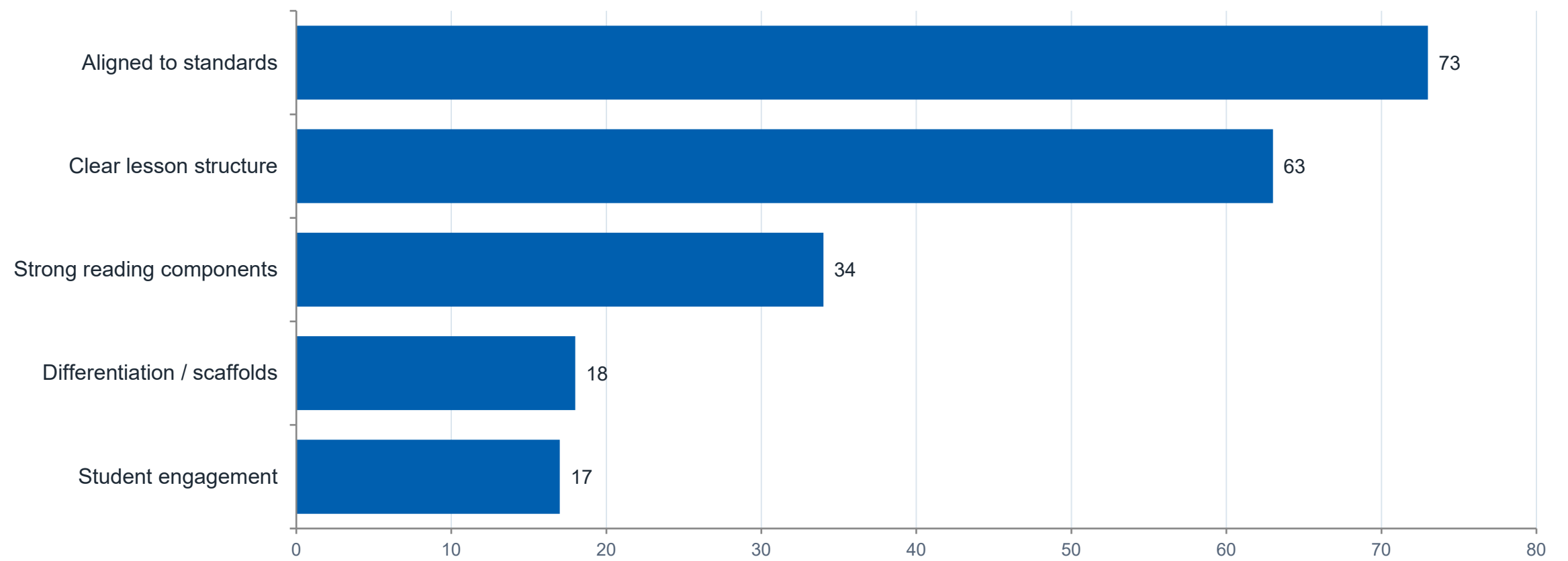
Schools Represented in Survey Responses



138

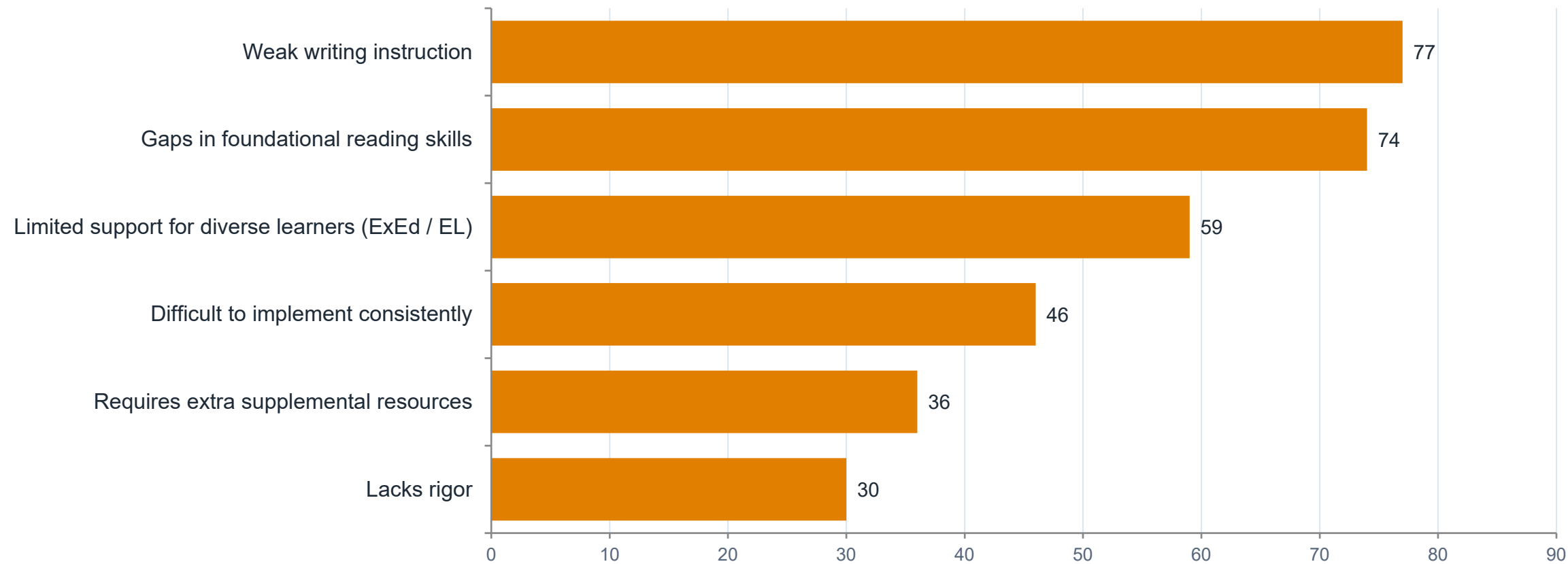
Teacher Responses Collected

What's Working in Our Current Curriculum



Source: Spring 2026 C&I Division curriculum survey, n = 138 teachers across 46 schools. Respondents could select up to two strengths.

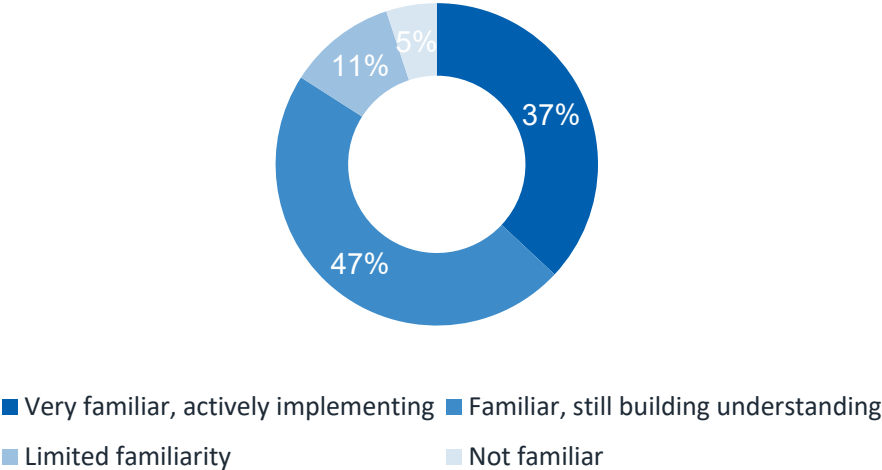
Where Our Current Curriculum Falls Short



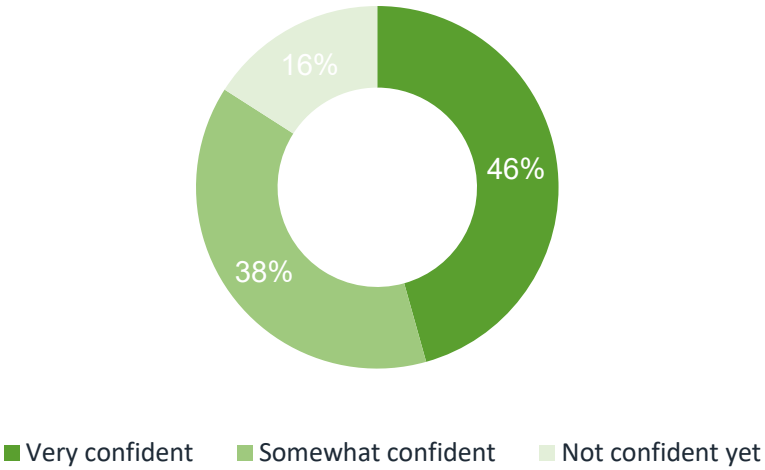
Source: Spring 2026 C&I Division curriculum survey, n = 138 teachers across 46 schools. Respondents could select up to three gaps.

Science of Reading Readiness

Familiarity with the Science of Reading

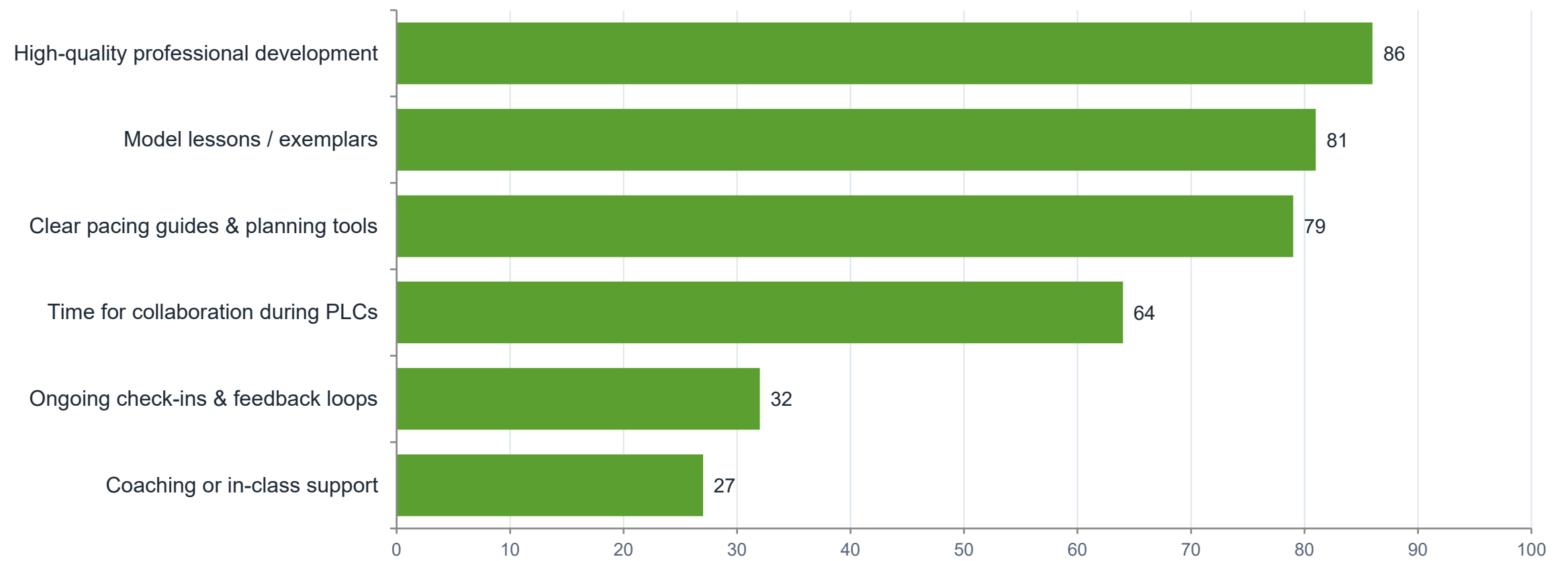


Confidence Implementing SoR-Aligned Practices



Most teachers are familiar with the Science of Reading but still building confidence in classroom application. The most requested area of support: writing instruction aligned to reading (71 of 138 respondents).

What Teachers Need to Succeed with a New Curriculum



Source: Spring 2026 C&I Division curriculum survey, n = 138 teachers across 46 schools. Respondents could select up to two support types.

NEXT STEPS

Path Forward: K–5 Literacy Adoption Timeline

Following spring 2026 teacher input (30+ school visits, 138 responses across 46 schools), the K–5 Literacy Adoption RFP follows this procurement timeline:

Phase	Timeline	Key Milestones
Scope & Intake	Jun 30 – Aug 3, 2026	Finalize scope of work; complete RFP intake in OpenGov
RFP Posting & Open Period	Aug 7 – Aug 24, 2026	RFP posted Aug 7; opens Aug 10; closes Aug 24
Committee Review & Shortlist	Aug 26 – Sep 30, 2026	Initial committee meeting; full proposal review; shortlist finalized
Vendor Materials & Presentations	Oct 1 – Oct 30, 2026	60-day review begins Oct 7; vendor presentations Oct 19–30
Best and Final Offers	Nov 6 – Nov 16, 2026	BAFO requested; offers due Nov 13; distributed to committee
Final Scoring & Recommendation	Dec 7 – Dec 9, 2026	60-day review ends; final scores due; award recommendation finalized
Governing Board Action	January 2027	Governing Board considers the recommended adoption for approval



PART TWO

Level Up

The district's K–8 framework for Tier 2 and Tier 3 reading and math intervention

Level Up: Purpose & Goal

Purpose

Accelerate learning for selected K–8 students performing below grade level in ELA and Mathematics through targeted Tier 2 and Tier 3 intervention. All K–8 Reading and Math Interventionists and RTI teachers participate, regardless of funding source.

Program Goal

Support identified students in progressing toward grade-level proficiency through consistent, teacher-led intervention, ongoing progress monitoring.



Initiative Dates: August 6, 2026 – May 21, 2027 | District-wide, K–8

Why It Matters

- Improves individual academic outcomes
- Strengthens schoolwide accountability performance
- Directly supports MOWR & School Letter Grade goals
- Students exit upon reaching grade-level proficiency

What's New & What's Staying the Same



Staying the Same

- Focus on Tier 2 and Tier 3 intervention for cusp students
- K–8 implementation; high school not included
- Data-driven student selection
- Small-group, teacher-led instruction
- Alignment with MTSS documentation and data review



What's Changed for 2026–27

- Clear emphasis on small-group direct instruction
- Progress is not tied to digital-platform lesson completion
- Students may exit mid-year upon reaching grade-level proficiency
- Each Interventionist is assigned 40–50 student slots, scaled by FTE

Student Identification & Selection

Grade Band	Entry Point	Identification Criteria
Kindergarten	Semester 2	Well Below / Below Benchmark on DIBELS 8 Mid-Year (ELA)
Grades 1–2	Beginning of Year	Well Below Benchmark on DIBELS 8 End-of-Year (ELA)
Grade 3	Beginning of Year	Minimally Proficient “cusp” students via i-Ready EOY placement (ELA and/or Math)
Grades 4–8	Beginning of Year	Minimally Proficient “cusp” students via AASA results (ELA and/or Math)



Slots are prioritized for Grades 3–8 first; remaining capacity opens to all K–8. Within each site, Tier 2 students are prioritized over Tier 3.

The Interventionist: Role & Responsibilities



Who They Are

- Qualified, Governing Board-approved instructional staff
- Dedicated to small-group intervention, not independent digital-platform time
- Can be embedded into existing intervention structures (e.g., walk-to-read models)



Core Responsibilities

- Facilitate daily, teacher-led small-group instruction
- Implement Governing Board-approved curriculum with fidelity
- Monitor student progress and adjust instruction biweekly
- Document progress-monitoring data in Synergy MTSS
- Participate in MTSS team meetings

Instructional Model: Reading & Math



Reading / ELA — SIPPS

- Governing Board-approved intervention curriculum
- Small-group, explicit phonics-based instruction
- Directly supports MOWR goals for students at risk of retention
- Exit: grade-level proficiency on i-Ready or DIBELS 8



Mathematics — Math Catalyst

- Governing Board-approved intervention curriculum, part of the Eureka Math suite
- Small-group, concept-based instruction
- Exit: grade-level proficiency on i-Ready Diagnostic

Instruction IS: Teacher-led, small-group instruction using Governing Board-approved curriculum. **Instruction IS NOT:** Independent digital-platform time. i-Ready lesson completion is not part of Level Up; technology serves as a diagnostic tool only.

For Two-Way Dual Language classrooms: Grades K–2 use Camino al Éxito, Próximos Pasos, and Sistema de Intervención de Lectura (SIL); Grades 3–8 use SIL.

Tiered Support Structure



Tier 2

- 8–10 students per group
- 30–45 minutes
- 3–5 days per week



Tier 3

- 3–5 students per group
- 45 minutes
- 5 days per week



Caseload

- 40–50 slots per 1.0 FTE Interventionist
- 2 staff = 80–100 slots
- Up to 2 slots per student (ELA + Math)

Scheduling note: class-period intervention models (Grades 6–8) cap at 15 identified students per section, consistent with overall caseload guidelines.

Progress Monitoring, Exit Criteria & MTSS

Assessment	Grade Band	Cadence	Growth Target
DIBELS 8	K–2	BOY, MOY, EOY	+120 pt composite growth
i-Ready Diagnostic	3–8	3x per year	Stretch growth targets
AASA	4–8	Annual (state)	Proficiency band movement



Mid-Year Exit Criteria

- Students who reach grade-level proficiency on the Winter / MOY assessment exit the program
- Reinforces acceleration, not indefinite placement, and frees capacity for newly identified students



MTSS Integration

- Every Level Up student has an MTSS Student Support Plan in Synergy
- Progress-monitoring data entered biweekly; progress reviewed at MTSS team meetings district-wide

Measurable Outcomes: How We'll Know It's Working



Growth Outcomes

- **Grades K–2**
 - DIBELS 8 composite: +120 points from Beginning to End of Year
- **Grades 3–8**
 - Meet or exceed i-Ready stretch growth targets, fall → winter and winter → spring, in ELA and/or Math



Performance & Program Outcomes

- Increased percentage of students reaching Near or At Grade Level
- Decrease in Well Below Benchmark (DIBELS 8) classifications versus prior year
- Decrease in Minimally Proficient (AASA) classifications versus prior year
- Number and percentage of students exiting the program due to proficiency tracked district-wide

ONE COHERENT STRATEGY

Connecting MOWR & Level Up



High-Quality Tier 1 Instruction

The K–5 literacy curriculum adoption directly addresses MOWR compliance and strengthens core reading instruction district-wide.



Integrity to the District Curriculum

Level Up will implement Board-approved curriculum for district identified students requiring Tier 2 and Tier 3 instruction.



Collective Teacher Efficacy

Professional learning investment is shaped directly by teacher input: 138 voices across 46 schools.

Together, these initiatives align Tier 1 core instruction and Tier 2/3 intervention under one accountability framework focused on grade-level reading and math proficiency for every student.



Questions & Discussion

Thank you for your time and continued support of TUSD literacy and intervention efforts.

Curriculum & Instruction Division

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