

MINGUS UNION HIGH SCHOOL DISTRICT #4

1801 East Fir Street • Cottonwood, AZ • 86326 • 928.634.7531

Den of the Marauders

MINGUS UNION HIGH SCHOOL DISTRICT NO. 4

~~2025-2026~~2026-2027 SUPPORT SERVICES CONTRACT

EMPLOYEE: <<FirstName>> <<LastName>>

POSITION: <<1PosDesc>>

ANNUAL SALARY: <<1PosAmount>>

This contract ("Contract") made and entered into as of its day of execution hereinafter set forth is between Mingus Union High School District No. 4 ("District"), by and through its Governing Board, and the above named employee ("Employee"). District and Employee agree as follows:

DUTIES

D1. District agrees to employ Psychologist for 185 days at a 0.75 FTE during fiscal year ~~2025-2026~~2026-2027, commencing on July 29, 2025~~2026~~ and ending May 23, 2026~~2027~~. Employee agrees to abide by all state and federal laws and Governing Board policies and to perform well and faithfully such duties within the District as the Board, Superintendent, Supervisor and/or Principal of District may assign in accordance with law and the rules, regulations and policies adopted by the Board for the government of the District. Employee understands that the Governing Board has discretion to revise its Board policies and/or procedures and agrees to abide by all policies as adopted by the Board.

D2. The Employee may be assigned to any particular building, location or department within the school district at the discretion of the Superintendent and may likewise be transferred from one assignment or duties to another.

D3. The Employee will competently perform the duties of Employee's assignment and will be subject to a performance evaluation.

EMPLOYEE QUALIFICATIONS

Q1. Employee agrees and promises that s/he shall maintain all certificates, endorsements and licenses necessary to perform the duties required, including but not limited to a certificate to perform duties requisite for Employee's assignment and a valid fingerprint clearance card as required by law. Employee shall maintain the same during the term of this Contract.

Q2. Employee understands and agrees that Employee is not entitled to compensation for any period during which such certificate(s) and/or endorsement(s) and/or approved area(s) is not maintained and in effect. In addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Employee for work performed during such period and District may deduct any of that paid to Employee attributable to such period from any other monies owed to Employee by District. Notwithstanding the prior salary restriction where an Employee fails to maintain certification throughout the year, the Employee can be paid at a substitute rate if applicable.

Q3. Employee has provided fingerprints to the Arizona Department of Education and shall maintain throughout the term of this contract a Fingerprint Clearance Card, on file with the District.

Q4. This contract is conditioned on any licenses and/or certifications listed above being valid at the time that Employee executes this contract and continuing without interruption for the contract year, unless Employee has written waiver executed by the Superintendent allowing Employee to obtain the license and certificates at a latter specific date and maintaining same throughout the end of this contract. Employee also expressly agrees that the District may place Employee on an unpaid leave of absence during such time that Employee does not hold and maintain a valid fingerprint clearance card and/or the required certificates, endorsements and licenses. In the sole discretion of the District, Employee may be paid at a substitute rate for a maximum number of days as permitted by law.

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COMPENSATION

C1. In consideration of performance of services pursuant to this contract, the District agrees to pay Employee the base salary listed above, in addition to any fringe benefits provided by District policy and supplemental pay stipends or additional pay as expressly authorized by the Governing Board pursuant to Governing Board policy or specific Board action. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other members of the professional staff.

C2. Employee will also receive Classroom Site Funding. The method and timing of payment of Classroom Site Funds shall be as specified in the District's Pay Plan.

C3. Pursuant to A.R.S. § 15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Employee's Base Salary. Employee expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

C4. Employee acknowledges that at any time after execution of this contract, the Base Salary specified above may be reduced in accordance with a general salary reduction by an amount of Employee's Base Salary if any of the following occurs: 1) the Arizona Legislature or any other funding source does not appropriate or make funds available for use by the District, or reduces, delays, or requires repayment of funding; or 2) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized at the beginning of the ~~2025-2026~~2026-2027 fiscal year is less or becomes less than that authorized for the ~~2024-2025~~2025-2026 school year; or 3) the District fails to receive or be authorized for use of funds during the ~~2025-2026~~2026-2027 fiscal year in the amount initially budgeted for such year for any reason. In addition to this notice, Employee shall be given not less than ten (10) calendar days' notice prior to a reduction in Employee's Base Salary pursuant to this paragraph.

C5. Pursuant to A.R.S. § 15-544, District reserves the right, as part of a salary reduction to decrease Employee's salary by furloughing Employee for up to ten (10) days. Employee will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Employee may not use paid sick leave or other paid leave time on such furlough days.

C6. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue owed by the State, 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 ~~2025-2026~~2026-2027 school year, Employee may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to Employee in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed. Employee must be currently employed by the District to receive any increase.

C7. This contract is conditioned upon the school or other work location to which Employee is assigned remaining open and in full operation for the entire term of this contract. In the event that, pursuant to court order, lack of appropriated or available funds or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced school District operations require suspension or reduction of the services of Employee.

C8. If the District is the recipient of Invest in Education funding pursuant to A.R.S. § 15-1281 and Employee is eligible, the District may distribute additional pay to Employee in compliance with that statute and as determined by the

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Governing Board, in its discretion.

C9. If Employee has retired with the Arizona State Retirement System, Employee acknowledges that the Employee shall not accrue credited service, retirement benefits or long-term disability program benefits pursuant to Article 2.1 of Title 38 or pursuant to District policy for the period the Employee returns to work.

C10. Should Employee believe there has been a mistake in the Employee's salary, the Employee shall have fifteen (15) days to notify District of the mistake. The sum stated above is intended to correspond to Employee's step and degree placement for the ~~2025-2026~~2026-2027 school year as determined by the Employee's training and experience on record with the District, minus reductions approved by the Governing Board for fiscal year ~~2025-2026~~2026-2027. If the Employee has received more money than the Employee is entitled for work performed, the Employee shall, at the District's option (a) immediately repay any amount erroneously paid to the Employee (b) allow the District to reduce future payments to the Employee to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

BENEFITS

B1. The Employee shall receive benefits (such as but not limited to paid leave, vacation, legal holidays and other benefits) in accordance with his or her employment status (i.e. part time, retired, ten month, or twelve month, certificated or support staff) and pursuant to the applicable Governing Board Policies.

B2. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

TERMINATION

T1. Employee has no legitimate expectancy of employment beyond the term indicated above. This contract may be terminated or non-renewed according to District policy and state law.

T2. Employee understands that resigning without advanced Governing Board approval is deemed to be an unprofessional act. Employee recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that the Employee does not fulfill his/her obligations under the contract. In the event that the Employee fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this contract, Employee agrees to pay the District the amount of Two Thousand Five Hundred Dollars (\$2,500.00) as liquidated damages, and not as a penalty. The Governing Board may waive this payment if the Employee's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the Employee after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Employee shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

T3. Pursuant to A.R.S. § 15-538.02, the Governing Board may dismiss an employee who holds a teaching intern certificate, an emergency teaching certificate or another type of nonstandard certificate that is valid for one (1) year or less that without complying with the requirements of A.R.S. §§ 15-537, 15-538, or 15-541. Such dismissal shall be effective ten (10) working days after delivery of the notice of dismissal to the employee.

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MISCELLANEOUS PROVISIONS

M1. This contract of employment shall immediately terminate and employee shall be dismissed without any right to a hearing if employee is arrested for or charged with a non-appealable offence listed in A.R.S. § 41-1758(B) and fails to immediately report the arrest or charge to the Employee's supervisor. Employee further warrants that Employee has not pled guilty, pled no contest, been convicted of or is awaiting trial for any crime, including but not limited to the crimes listed in A.R.S. § 15-509, A.R.S. § 15-512, and/or A.R.S. § 41-1758.03(B). Employee agrees to immediately notify the Superintendent of any arrest or criminal charge that occurs during employment. Failure to do so may result in dismissal.

M2. Employee shall be evaluated through the use of an evaluation system and instrument adopted and approved pursuant to A.R.S. § 15-503. The parties acknowledge and agree that the District's evaluation system and instrument may be amended from time to time during the term of this contract.

M3. Employee affirms that all Employee's representations in this contract, the Employee's employment application and any other document or oral statement submitted to the District concerning qualifications, fitness to perform work and representations about arrest and conviction record are true and accurate. It is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations.

M4. The entire agreement between the parties shall consist of this contract. Any prior or contemporaneous agreements, whether written or oral, are superseded by the execution of this contract. Any subsequent amendment or addendum to this contract must be in writing and signed by both parties.

M5. This contract must be received by the District Office within fifteen (15) calendar days (thirty (30) days for psychologists) from the date of the Employee's receipt of the written contract or the offer is revoked. Receipt will be deemed to have occurred when the written contract is personally delivered, placed in the employee's school provided mailbox, including electronic mail, or two days after being placed in a United States postal service mailbox. If the contract is returned and includes terms in addition to the terms of contract offered by the Board or is not returned within the fifteen (15) calendar days (or thirty (30) for psychologists), this contract shall be null and void. The execution of this contract was authorized at a legally convened meeting of the Governing Board held on [DATE].

M6. Employee shall not discriminate against any employee, student, parent, contractor or other individual with whom you come in contact while working for the District because of that person's sex, race, religion, color, national origin, age or disability.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year designated below.

GOVERNING BOARD PRESIDENT

Date

<p align="center">Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 12/18/2025 4:37:35 PM</p>	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://cloudimanager.com/PHOENIX/7897130/1	
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Delete	10
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<u>Move To</u>	0
<u>Table Insert</u>	0
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Table moves from	0
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Embedded Excel	0
Format changes	0
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