



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 13, 2024**

TITLE: **Approval of Fiscal Year 2024-2025 Form of Contract for New-to-the-District Candidates**

BACKGROUND:

The month of February kicks off the District's recruitment efforts for the ensuing fiscal year. It all starts with the District's annual "All Jobs – In and Out of the Classroom" career fair. At the career fair, district administrators offer letters of intent to hire candidates who interview for a certificated or professional Fiscal Year (FY) 24-25 vacancy. This agenda item is provided to permit the Governing Board to consider the forms of FY 24-25 contracts for new-to-the-District certificated and professional candidates to permit those candidates who received a letter of intent at the Career Fair to be offered a FY 24-25 contract as soon as possible.

A separate agenda item will be presented in March 2024 to permit the Governing Board to consider forms of FY 24-25 contract for the employees who are currently employed by the District.

RECOMMENDATION:

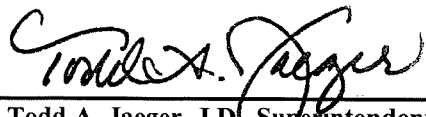
Administration recommends that the Governing approve the forms of contract as presented for use with new to the District candidates being hired for FY 24-25 into a certificated for professional position.

INITIATED BY:



John Hastings, Director of Human Resources

Date: February 5, 2024



Todd A. Jaeger, J.D., Superintendent

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE ADMINISTRATOR'S CONTRACT
(Ten Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2024-2025 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2024-2025 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

11. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on the XXX.

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE ADMINISTRATOR'S CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2024-2025 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2024-2025 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

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APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT
(Ten Month)

This contract is entered into between _____ ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2024-2025 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of _____ together with any salary increase approved for Professional as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2024-2025 school year. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

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11. Pursuant to Arizona law, Professional must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Professional

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT
(Twelve Month)

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APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Professional

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE ADMINISTRATIVE EXEMPT (MULTI-POSITION OFFICER) CONTRACT
(Twelve Month)

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3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

11. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Administrator

The Governing Board:

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE ADMINISTRATIVE EXEMPT CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2024-2025 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2024-2025 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back ten (10) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

11. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE CERTIFICATED TEACHER'S CONTRACT
(Part-Time)

This contract is entered into between ("Teacher") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Teacher for fiscal year 2024-2025 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of together with any salary increase approved for Teacher as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2024-2025 school year. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section seven (7). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

3. Teacher shall teach such grade, grades or subjects in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Teacher shall teach in accordance with the academic standards established by the State of Arizona Board of Education.

4. This Contract is for the part-time employment of Teacher. Teacher understands that Teacher is not a full-time employee as determined by state law and the salary reflected above is a pro-rated amount based on Teacher's full-time equivalency. Teacher is advised that continuing teacher status, if previously obtained, is lost and terminates upon a reduction to part-time status of less than forty percent (40%).

5. Teacher's employment is conditioned upon the possession at all times of a valid Arizona Teacher's certificate for the position being offered and upon the possession at all times of a valid fingerprint clearance card, as well as the satisfactory completion of a background check and minimum requirements for the District's Teacher job description. Teacher agrees to be appropriately certified according to Arizona Department of Education standards and to hold all requisite endorsements appropriate to the position held by the commencement date and throughout the duration of this contract. This contract shall be null and void and Teacher's employment shall be terminated if these conditions are not satisfied.

6. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

7. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may

not receive funds to support supplements to Teacher's Base Salary. Teacher 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.

8. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

9. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in Teacher's immediate dismissal in accordance with Arizona law.

10. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

11. Teacher understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Teacher to disciplinary action before the State Board of Education, including revocation of Teacher's certificate. Teacher therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Teacher also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Teacher does not fulfill the full term of this Contract. Teacher and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Teacher's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Teacher's breach of this contract in this respect. Teacher and District specifically agree that the liquidated damages which may be assessed against Teacher for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Teacher agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Teacher from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Teacher

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE CERTIFICATED TEACHER'S CONTRACT
(Short Term)

This contract is entered into between _____ ("Teacher") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Teacher for fiscal year 2024-2025 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher. Board hereby notifies Teacher, and Teacher hereby acknowledges, that his/her employment is for the fiscal year only and that Teacher's contract will not be renewed for the following year. This contract will automatically terminate upon the conclusion of the fiscal year without need for any further notice or action on either party's part.

2. District agrees to pay Teacher a salary of _____ together with any salary increase approved for Teacher as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2024-2025 school year. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

3. Teacher shall teach such grade, grades or subjects in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Teacher shall teach in accordance with the academic standards established by the State of Arizona Board of Education.

4. Teacher's employment is conditioned upon the possession at all times of a valid Arizona Teacher's certificate for the position being offered and upon the possession at all times of a valid fingerprint clearance card, as well as the satisfactory completion of a background check and minimum requirements for the District's Teacher job description. Teacher agrees to be appropriately certified according to Arizona Department of Education standards, and to hold all requisite endorsements appropriate to the position held by the commencement date and throughout the duration of this contract. This contract shall be null and void and Teacher's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary. Teacher 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.

7. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

8. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in Teacher's immediate dismissal in accordance with Arizona law.

9. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

10. Teacher understands that, pursuant to A.R.S. § 15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Teacher to disciplinary action before the State Board of Education, including revocation of Teacher's certificate. Teacher therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Teacher also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Teacher does not fulfill the full term of this Contract. Teacher and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Teacher's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Teacher's breach of this contract in this respect. Teacher and District specifically agree that the liquidated damages which may be assessed against Teacher for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Teacher agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Teacher from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

11. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

12. Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Teacher

**AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE CERTIFICATED TEACHER'S CONTRACT
(Standard)**

This contract is entered into between ("Teacher") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Teacher for fiscal year 2024-2025 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of together with any salary increase approved for Teacher as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2024-2025 school year. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

3. Teacher shall teach such grade, grades or subjects in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Teacher shall teach in accordance with the academic standards established by the State of Arizona Board of Education.

4. Teacher's employment is conditioned upon the possession at all times of a valid Arizona Teacher's certificate for the position being offered and upon the possession at all times of a valid fingerprint clearance card, as well as the satisfactory completion of a background check and minimum requirements for the District's Teacher job description. Teacher agrees to be appropriately certified, according to Arizona Department of Education standards and to hold all requisite endorsements appropriate to the position held by the commencement date and throughout the duration of this contract. This contract shall be null and void and Teacher's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary. Teacher 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.

7. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

8. Pursuant to A.R.S. § 15550, if Teacher is arrested for or charged with any non--appealable- offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in Teacher's immediate dismissal in accordance with Arizona law.

9. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product

or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

10. Teacher understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Teacher to disciplinary action before the State Board of Education, including revocation of Teacher's certificate. Teacher therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Teacher also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Teacher does not fulfill the full term of this Contract. Teacher and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Teacher's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Teacher's breach of this contract in this respect. Teacher and District specifically agree that the liquidated damages which may be assessed against Teacher for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Teacher agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Teacher from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

11. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

12. Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Teacher

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE ADMINISTRATOR'S CONTRACT
(Ten Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2024-2025 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2024-2025 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2024-2025 school year only. Administrator is hereby notified that Administrator's employment is for the 2024-2025 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2024-2025 school year without any further notice or action on either party's part.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. § 15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE ADMINISTRATOR'S CONTRACT
(Twelve Month)

This contract is entered into between ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2024-2025 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of together with any salary increase approved for Administrator as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2024-2025 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2024-2025 school year only. Administrator is hereby notified that Administrator's employment is for the 2024-2025 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2024-2025 school year without any further notice or action on either party's part.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT
(Ten Month)

This contract is entered into between ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2024-2025 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of together with any salary increase approved for Professional as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2024-2025 school year. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Professional warrants the truth of all representations and statements made by Professional to District in connection with Professional's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Professional is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Professional shall immediately report the arrest or charge to Professional's supervisor. Failure to do so shall result in Professional's immediate dismissal in accordance with Arizona law.

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial

interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Professional hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Professional acknowledges and represents that Professional has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Professional also acknowledges, desires and intends that District and Professional will not make the contributions to ASRS for the salary paid to Professional pursuant to this Contract or pursuant to any other aspect of Professional's employment with District, but will comply with A.R.S. § 38-766.02. Professional also acknowledges, desires and intends that Professional will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Professional therefore expressly agree that Professional's employment under this Contract is for 2024-2025 school year only. Professional is hereby notified that Professional's employment is for the 2024-2025 school year only and Professional's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2024-2025 school year without any further notice or action on either party's part.

10. Professional is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Professional shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Professional understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Professional to disciplinary action before the State Board of Education, including revocation of Professional's certificate. Professional therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Professional also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Professional does not fulfill the full term of this Contract. Professional and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Professional's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Professional's breach of this contract in this respect. Professional and District specifically agree that the liquidated damages which may be assessed against Professional for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Professional agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Professional from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment or revision to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Professional must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Professional

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT
(Twelve Month)

This contract is entered into between ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2024-2025 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of together with any salary increase approved for Professional as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2024-2025 school year. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Professional's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Professional may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Professional warrants the truth of all representations and statements made by Professional to District in connection with Professional's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Professional is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Professional shall immediately report the arrest or charge to Professional's supervisor. Failure to do so shall result in Professional's immediate dismissal in accordance with Arizona law.

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Professional hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Professional acknowledges and represents that Professional has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Professional also acknowledges, desires and intends that District and Professional will not make the contributions to ASRS for the salary paid to Professional pursuant to this Contract or pursuant to any other aspect of Professional's employment with District, but will comply with A.R.S. § 38-766.02. Professional also acknowledges, desires and intends that Professional will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Professional therefore expressly agree that Professional's employment under this Contract is for 2024-2025 school year only. Professional is hereby notified that Professional's employment is for the 2024-2025 school year only and Professional's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2024-2025 school year without any further notice or action on either party's part.

10. Professional is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Professional shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Professional understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Professional to disciplinary action before the State Board of Education, including revocation of Professional's certificate. Professional therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Professional also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Professional does not fulfill the full term of this Contract. Professional and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Professional's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Professional's breach of this contract in this respect. Professional and District specifically agree that the liquidated damages which may be assessed against Professional for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Professional agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Professional from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Professional must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Professional

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE ADMINISTRATIVE EXEMPT CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2024-2025 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2024-2025 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back ten (10) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2024-2025 school year only. Administrator is hereby notified that Administrator's employment is for the 2024-2025 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2024-2025 school year without any further notice or action on either party's part.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. § 15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE ADMINISTRATIVE EXEMPT (MULTI-POSITION OFFICER) CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2024-2025 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2024-2025 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include six (6) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back twenty (20) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure

to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2024-2025 school year only. Administrator is hereby notified that Administrator's employment is for the 2024-2025 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2024-2025 school year without any further notice or action on either party's part.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. § 15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXXX.

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
CERTIFICATED ASRS RETIREE RETURNING TO WORK
NEW HIRE TEACHER'S CONTRACT

This contract is entered into between _____ ("Teacher") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Teacher for fiscal year 2024-2025 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of _____ together with any salary increase approved for Teacher as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2024-2025 school year. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

3. Teacher shall teach such grade, grades or subjects in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Teacher shall teach in accordance with the academic standards established by the State of Arizona Board of Education.

4. Teacher's employment is conditioned upon the possession at all times of a valid Arizona Teacher's certificate for the position being offered and upon the possession at all times of a valid fingerprint clearance card, as well as the satisfactory completion of a background check and minimum requirements for the District's Teacher job description. Teacher agrees to be appropriately certified according to Arizona Department of Education standards, and to hold all requisite endorsements appropriate to the position held by the commencement date and throughout the duration of this contract. This contract shall be null and void and Teacher's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary. Teacher 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.

7. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

8. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in Teacher's immediate dismissal in accordance with Arizona law.

9. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

10. Teacher hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Teacher acknowledges and represents that Teacher has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Teacher also acknowledges, desires and intends that District and Teacher will not make the contributions to ASRS for the salary paid to Teacher pursuant to this Contract or pursuant to any other aspect of Teacher's employment with District, but will comply with A.R.S. § 38-766.02. Teacher also acknowledges, desires and intends that Teacher will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. Finally, Teacher expressly acknowledges that Teacher is not subject to the requirements and conditions prescribed in Arizona Revised Statutes §§ 15-538, 15-538.01 and 15-539 through 15-543, including but not limited to, accrual of continuing status, preliminary notice of inadequacy of performance, or contract renewal. District and Teacher therefore expressly agree that Teacher's employment under this Contract is for 2024-2025 school year only. Teacher is hereby notified that Teacher's employment is for the 2024-2025 school year only and Teacher's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2024-2025 school year without any further notice or action on either party's part.

11. Teacher is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Teacher shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

12. Teacher understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Teacher to disciplinary action before the State Board of Education, including revocation of Teacher's certificate. Teacher therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Teacher also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Teacher does not fulfill the full term of this Contract. Teacher and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Teacher's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Teacher's breach of this contract in this respect. Teacher and District specifically agree that the liquidated damages which may be assessed against Teacher for resigning or leaving employment without advance Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Teacher agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Teacher from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

13. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

14. Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Teacher