

AMPHITHEATER UNIFIED SCHOOL DISTRICT

**Memorandum of Understanding
For Special Summer School Employment**

Teacher

This Memorandum of Understanding is entered into between _____ ("TEACHER") and the GOVERNING BOARD ("BOARD") OF AMPHITHEATER SCHOOL DISTRICT NO. 10 of Pima County, Arizona ("THE DISTRICT"), relating to TEACHER'S special employment by BOARD for summer school. The parties agree as follows.

1. TEACHER will hold and maintain a legal Arizona teaching certificate and valid fingerprint card at all times during the two 2011 Summer School Sessions, to be held _____ through _____, for a total of ____ Instructional days. In addition, TEACHER will attend ____ orientation and staff development days required for summer school employment. BOARD will pay TEACHER a salary of _____, payable on a bi-weekly basis.

2. TEACHER and BOARD recognize that TEACHER'S employment for the summer school session is for the special purpose of providing intensive support and remediation services to specifically identified students of the DISTRICT within a limited period of time. Accordingly, TEACHER's employment during the summer school session is at will and may be terminated by the DISTRICT and BOARD at any time for any reason, with or without cause. TEACHER'S at-will employment status as a summer school teacher shall not affect TEACHER's continuing or other employment status with the DISTRICT during the regular school year.

3. TEACHER and BOARD further understand that the limited and unique circumstances of summer school do not allow the usual terms or benefits of a teacher's employment contract for the regular school year to apply. Consequently, the terms of TEACHER's regular school year employment by the BOARD do not apply. Without limitation, TEACHER and BOARD understand the TEACHER will receive no paid leave of any kind (sick, personal, bereavement, etc.) for any absence of TEACHER during the summer school session. In addition, and again without limitation, TEACHER will not be eligible for participation in DISTRICT fringe benefit programs, such as, but not limited to, health, dental, life or disability insurance, solely by virtue of TEACHER's summer school employment. TEACHER's employment for the summer school session shall, however, be subject to contribution requirements for the Arizona State Retirement System.

4. TEACHER will teach such courses or subjects during the summer school session at such location(s) as the BOARD or its designees may direct and will faithfully perform his/her assigned duties according to law, rules, policies and regulations legally established for the governance of the Amphitheater School District. TEACHER will accurately record and report student attendance. TEACHER hereby certifies that he/she will teach in accordance with Arizona state academic standards as established by the State of Arizona Board of Education.

5. TEACHER and BOARD agree that TEACHER shall be allowed no more than one unpaid day of absence during the summer school session. If TEACHER exceeds one day of absence, TEACHER's summer school employment shall immediately terminate to allow DISTRICT to retain another teacher to complete the intensive instruction required during the limited summer school session. In the event of TEACHER'S termination for any reason, including pursuant to this paragraph, TEACHER'S summer school compensation shall be pro-rated on a per-diem basis for each day of the summer school session attended and taught by TEACHER.

6. This Contract constitutes the entire agreement of the parties related to summer school employment of the TEACHER, and any prior or contemporaneous agreements, whether written or oral, are superseded by this Contract. Any subsequent amendment or addendum to this Contract shall be in writing and signed by both parties.

Dated this ____ day of _____, 2011

TEACHER

**FOR THE GOVERNING BOARD OF
AMPHITHEATER SCHOOL DISTRICT NO. 10
OF PIMA COUNTY, STATE OF ARIZONA**



**Vicki Balentine, Ph.D.
Superintendent**