

AMPHITHEATER UNIFIED SCHOOL DISTRICT
CERTIFICATED TEACHER'S CONTRACT
(Career Ladder)

This contract is entered into between _____ ("Teacher") and the Governing Board ("the 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 2013-2014 ("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 _____. In the event there is a difference between the salary amount stated here and the amount the Teacher should be paid pursuant to the District salary schedule, the salary schedule shall govern. 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. 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 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 will participate in the District's Career Ladder Program and consequently may be required to attend Career Ladder workshops and functions at times outside the Teacher's school schedule during the fiscal year by the Board, Superintendent, Principal, or the designee of any of them; Teacher understands that compensation for such additional service is included in the Career Ladder compensation paid to the Teacher and no further compensation is due for such duties. The foregoing shall not affect the Teacher's right to compensation under any addendum contract for additional services which are outside of the scope of the Teacher's regular teaching duties and the Career Ladder Program, e.g., coaching in a sports program, providing drama or music instruction or teaching an extra class section beyond a "full load" schedule. Teacher and Board agree that the compensation specified in section 2 of this contract does not include additional compensation which may become due to the Teacher for successful participation in the Career Ladder program in effect for the fiscal year. It is the intent of the parties at the time of execution of this contract that the Salary will be increased to include Career Ladder compensation, the amount of which has yet to be determined but which shall be determined in accordance with the Career Ladder Compensation System. If Teacher fails to maintain the level of performance required to retain the designation of Career Ladder Teacher, Board shall remove Teacher from the Career Ladder Program, in which case Teacher's Career Ladder compensation shall immediately terminate. Teacher acknowledges that the Career Ladder Program is presently a state-funded program and that there are no guarantees concerning the continuation of the program or its compensation. In the event that state funding for Career Ladder is reduced or eliminated during the term of this contract, Teacher's Career Ladder compensation may be proportionately reduced or eliminated.

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. Teacher agrees to be "highly qualified", according to Arizona Department of Education standards, in all assigned core academic subjects or as otherwise required by law and to hold all requisite endorsements 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. If the funding that is made available to the District by the Arizona Legislature's budget for the fiscal year is less than was assumed in the budget, the District may, pursuant to A.R.S. § 15-544, reduce personnel salaries by such amount as may be needed to offset the difference between projected funding and that provided by the Legislature's budget, but in no event shall such a reduction exceed four percent (4%) of Teacher's salary. 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 will be increased by up to one percent (1%), in accordance with the Governing Board's approved compensation package terms for the fiscal year.

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.

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. 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 by the Governing Board, 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 26th day of March, 2013.

Teacher

The Governing Board:

(table of signatures of Governing Board to be inserted)