

MINGUS UNION HIGH SCHOOL DISTRICT NO. 4

~~2025-2026~~2026-2027 CLASSIFIED AND CERTIFIED ADMINISTRATOR CONTRACT

ADMINISTRATOR: <<FirstName>> <<LastName>>

POSITION: <<1PosDesc>>

ANNUAL SALARY: <<1PosAmount>>

START DATE: <<Start Date>>

END DATE: <<End Date>>

This Contract for employment is made between the Mingus Union High School District No. 4 (“The District”), and the “Employee” or “Administrator” who represents that he or she has all credentials required by the laws of the State of Arizona and by the Board in order to qualify for the position of Administrator in the District. It shall become effective when the Administrator signs and returns it to the Superintendent as the agent for the Board within thirty (30) days of its issuance.

1. DUTIES.

- a) Employee agrees to fulfill the requirements of the position as defined by the job description, policies and procedures of the District now in effect or as modified, and applicable law. Employee agrees to perform such duties as assigned by the Board or any supervisor, and acknowledges that the Employee may be reassigned to any position for which he or she is qualified as the best interest of the District may require. Assignments or transfers shall take into account the best interests of the instructional program and the operation of the District as determined by the Superintendent.
- b) Administrator shall competently perform the duties of the assignment and will be subject to a performance evaluation. Administrator shall be governed during employment by Federal and State laws, Board Policies, Administrative Regulations and rules and shall fulfill all the duties and responsibilities of the Administrator position or positions that may be assigned during the term of this Contract by the Superintendent and shall perform such duties at a professional level of competence as evaluated by the Superintendent.
- c) The duties and responsibilities of Administrator shall be those duties as may be assigned to the Administrator by the Superintendent. Administrator understands and agrees that there may be occasions requiring Administrator’s presence outside of the regular duty hours and Administrator will be present and perform any assigned duties, any such duties being part of Administrator’s obligations under this contract in exchange for consideration.

2. TERM OF EMPLOYMENT.

This contract shall be for the term of **July 1, ~~2025~~2026** through **June 30, ~~2026~~2027**. Administrator has no legitimate expectancy of employment beyond the term indicated herein. If Administrator is certified, then the Board shall provide notice of the Board’s intention not to renew a contract on or before April 15<sup>th</sup>. Administrator has no legitimate expectancy of employment beyond the term.

3. COMPENSATION AND BENEFITS.

- a) In consideration for these services satisfactory performed, the District agrees to pay employee, in addition to any direct economic fringe benefits provided by District Policy, the salary listed above for the ~~2025-2026~~2026-2027 school year. The annual salary shall

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- be paid in equal installments in accordance with the policy of the Board governing payment of salary to other members of the professional staff.
- b) Employee shall be entitled to those additional direct economic fringe benefits applicable to the position as may be annually approved by the Board. "Direct economic fringe benefits" means only leave and insurance benefits. Employee is entitled to District holidays approved by the Board. Employee is entitled to 20 days paid vacation as approved by the Superintendent. Employee is also entitled to 1 day of PTO per month worked, to be used according to District policy. Employee is expected to be on the job all other times.
  - c) The Governing Board reserves the right to modify, repeal or enact Governing Board policies during the term of this contract that do not affect the Administrator's direct economic fringe benefits, except that the Governing Board expressly reserves the right to modify the health insurance plan(s) offered to employees during the term of this contract, including but not limited to changing the insurer, required co-payments and/or deductibles, benefits covered, and other terms of the insurance policy coverage.
  - d) To the extent appropriate for the occasion, the District may provide incidental food and beverages at staff meetings, including in-service and professional development activities/trainings as a de minimus fringe benefit in order to foster good working relations and encourage and reward staff participation.
  - e) Administrator will be reimbursed for traveling done on behalf of the District in accordance with A.R.S. §15-342.
  - f) If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue owed by the State, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the ~~2025-2026~~2026-2027 school year, Administrator may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to Administrator in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed. Administrator must be currently employed by the District to receive any increase.
  - g) Administrator may also receive performance pay if Administrator is eligible for and qualifies for such pay in accordance with the District's performance pay plan. Administrator's Supervisor shall determine if Administrator has met the requirements to receive performance pay plan payment(s). Administrator acknowledges that behavior in violation of state or federal law and/or District policies to the extent that Administrator is terminated or resigns in lieu of a recommendation that Administrator be terminated shall, in and of itself, be deemed to be a failure of Administrator to comply with the performance plan and, therefore, result in Administrator being entitled to no portion of the performance pay plan. Additionally, if eligible, ~~Teacher~~Administrator shall receive supplemental pay stipends or additional pay as expressly authorized by the Governing Board pursuant to Governing Board policy or specific Board action.
  - h) REDUCTION IN SALARY
    - i. Administrator acknowledges that at any time after execution of this contract, the Base Salary specified above may be reduced in accordance with a general salary reduction of Administrator's Base Salary if any of the following occurs: 1) the Arizona Legislature or any other funding source does not appropriate or make funds

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available for use by the District, or reduces, delays, or requires repayment of funding; or 2) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized at the beginning of the ~~2025-2026~~2026-2027 fiscal year is less or becomes less than that authorized for the ~~2024-2025~~2025-2026 school year; or 3) the District fails to receive or be authorized for use of funds during the ~~2025-2026~~2026-2027 fiscal year in the amount initially budgeted for such year for any reason. In addition to this notice, Administrator shall be given not less than ten (10) calendar days' notice prior to a reduction in Administrator's Base Salary pursuant to this paragraph.

- i. Pursuant to A.R.S. § 15-544, the District may require employee to take a furlough of up to three (3) days, unpaid, on days for which the employee would normally receive pay. Employee will perform no duties on furlough days and may not use paid leave on furlough days. Dates of furlough days, if any, shall be designated by the District. Furloughs may or may not be required in addition to a salary reduction as described in section 3(e) above.
  - ii. Administrator's salary is contingent upon final approval of the ~~2025-2026~~2026-2027 budget as required by Arizona law (A.R.S. § 15-905). The above salary is subject to the condition that funding to the District, as provided in the Arizona revised statutes or otherwise, is not reduced.
- i) This Contract is conditional upon the school or other work location to which Administrator is assigned remaining open and in full operation for the entire term of this contract. In the event that, pursuant to court order, lack of appropriated or available funds, or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced District operations require suspension or reduction of the services of Administrator and funds to pay Administrator are not appropriated or are not lawfully available.
  - j) Should Administrator believe there is a mistake in Administrator's salary resulting in Administrator receiving less than what Administrator would be entitled under the salary schedule, Administrator shall have thirty (30) working days from initiating performance of duties under the contract to notify the District's mistake. If Administrator does not notify the District within these thirty (30) days, Administrator waives the right to have the salary corrected. If administrator has received more money than Administrator is entitled for work performed, Administrator shall, at the District's option: (a) immediately repay any amount erroneously paid to the Administrator; or (b) allow the District to reduce future payments to Administrator to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.
  - k) If Administrator has retired with the Arizona State Retirement System and returned to work, Administrator's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. § 38-766.01. Administrator shall not accrue credited service, retirement benefits or long term disability program benefits under either state law or by District policy.

#### 4. ADMINISTRATOR QUALIFICATIONS.

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- a) Administrator represents that Administrator has obtained all required licenses and/or certification so as to fulfill the duties of the position to which Administrator has been assigned.
- b) Administrator has provided fingerprints to the Arizona Department of Education and shall maintain throughout the term of this contract a Fingerprint Clearance Card, on file with the District.
- c) This contract is conditioned on any licenses and/or certifications listed above being valid at the time that Administrator executes this contract and continuing without interruption for the contract year, unless Administrator has written waiver executed by the Superintendent allowing Administrator to obtain the license and certificates at a latter specific date and maintaining same throughout the end of this contract. Administrator also expressly agrees that the District may place Administrator on an unpaid leave of absence during such time that Administrator does not hold and maintain a valid fingerprint clearance card and/or the required licenses and/or certifications. In the sole discretion of the District, Administrator may be paid at a substitute rate for a maximum number of days as permitted by law.
- d) If newly hired, this offer of employment is conditioned upon receipt of a positive response regarding any background investigation/reference checks.

#### 5. EMPLOYEE RESIGNATION.

Pursuant to A.R.S. § 15-545, any Administrator resignation without prior Governing Board approval shall be deemed to be an unprofessional act as proscribed by Governing Board policy GCQC. Administrator recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that the Administrator does not fulfill his/her obligations under the contract. The Governing Board may waive this payment if the employee's non-performance results from circumstances beyond his/her control as outlined in Governing Board Policy GCQC or a resignation in lieu of dismissal. Resignation prior to the termination of this contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and Administrator shall be entitled to no portion of any funds. The District may withhold all or any part of these liquidated damages from any amount payable to the Administrator after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Administrator shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages. In the event that the Administrator fails to report to his/her assignment or resigns from employment with the District, employee agrees to pay the District the amounts outlined below as liquidated damages not as a penalty.

After acceptance of contract until April 30 prior to contract year -----> \$1,000.

May 1 to May 31, prior to contract year -----> \$1,500

June 1 prior to contract year through last scheduled workday of contract -----> \$2,000

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**6. GOVERNING LAW.**

This contract shall be governed by the laws of the State of Arizona. Employee agrees that the Superior Court of Yavapai County shall exercise exclusive jurisdiction over any and all matters arising out of this contract.

**7. MISCELLANEOUS.**

- a) Administrator affirms that all Administrator's representations in this contract, Administrator's employment application and any other document or oral statement submitted to the District concerning qualifications, fitness for duty and representations about arrest and conviction record are true and accurate. In the case of newly hired Administrator, this contract is subject to verification of previous experience, receipt of positive references and evaluation of official transcript and/or grade reports. The District may terminate this contract if Administrator has misrepresented any of these items.
- b) Administrator represents and warrants that he or she has not committed or been convicted of molestation of a child, sexual conduct with a minor, child abuse or any other dangerous crime against children as defined in A.R.S. §13-604.01 or any offense described in A.R.S. §15-534(B). This contract shall immediately terminate and Administrator shall be dismissed without any right to a hearing if Administrator is arrested for or charged with a non-appealable offence listed in A.R.S. §41-178(B) and fails to immediately report the arrest or charge to Administrator's supervisor.
- c) This contract is subject to cancelation pursuant to A.R.S. §38-511.
- d) Administrator shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age or disability.
- e) The entire agreement between the parties shall consist of this contract and supersedes any prior agreement, written or oral. Any subsequent amendment or addendum to this contract must be in writing and signed by both parties.
- f) The execution of this contract was authorized at a legally convened meeting of the Board on **INSERT DATE**. This contract cancels and supersedes all prior employment contracts between the parties and must be revised in writing.
- g) If this contract is not returned to the District's Human Resources Office with in thirty (30) days from the date issued by the Board or includes terms in addition to those authorized by the Board, Administrator has not accepted employment with the District, and this contract shall be null and void.
- h) Administrator shall be evaluated through the use of an evaluation system and instrument adopted and approved pursuant to A.R.S. §15-503(A)(38). The parties acknowledge and agree that the District's evaluation system and instrument may be amended from time to time during the term of this contract.
- i) The District may terminate this contract as part of a reduction in force. In the event the District exercises this option, Administrator may be entitled to a one-time payment

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equivalent to five (5) days per diem, the payment of which sum will constitute full satisfaction of the District's obligations to Administrator pursuant to this contract.

- j) Administrator further warrants that Administrator has not pled guilty, pled no contest, been convicted of or is awaiting trial for any crime, including but not limited to the crimes listed in A.R.S. § 15-509, A.R.S. § 15-512, and/or A.R.S. § 41-1758.03(B). Administrator agrees to immediately notify the Superintendent of any arrest or criminal charge that occurs during employment. Failure to do so may result in dismissal

**11. COMMUNITY INVOLVEMENT/ORGANIZATIONS.**

The District will reimburse employee for dues in one local organization and one national organization.

**12. TERMINATION.**

<<**FirstName**>> <<**LastName**>> ("Employee") understands that, upon a majority vote of the Mingus Union High School's Governing Board, that they could receive a thirty (30) day notice of termination. The District would not owe any further pay or severance, beyond thirty (30) days.

ACCEPTANCE, BY LAW, THIS CONTRACT IS DEEMED RECEIVED WHEN PERSONALLY DELIVERED, DELIVERED TO EMPLOYEE'S SCHOOL MAIL, EMAIL OR THE DISTRICT'S SELF-SERVICE PORTAL, OR TWO (2) DAYS FROM MAILING. EMPLOYEE'S ACCEPTANCE OF THIS CONTRACT SHALL BE DONE BY ELECTRONICALLY APPROVING AND ACCEPTING IT VIA THE DISTRICT'S SELF-SERVICE PORTAL WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF GOVERNING BOARD ISSUANCE OR THIS OFFER WILL BE REVOKED.

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GOVERNING BOARD PRESIDENT

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ADMINISTRATOR

<b>Summary report:</b> <b>Litera Compare for Word 11.3.1.3 Document comparison done on</b> <b>12/18/2025 3:39:08 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://cloudimanage.com/PHOENIX/7897016/1	
<b>Modified DMS:</b> iw://cloudimanage.com/PHOENIX/7897016/2	
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<del>Delete</del>	10
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<u>Table Insert</u>	0
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<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	21