

**GOVERNING BOARD AGENDA ITEM FORM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

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**DATE OF MEETING:**      **May 11, 2010**

**TITLE:**      **Approval of Contract Forms for the 2010-2011 Fiscal Year for Administrative, Administrative Exempt, Certificated, and Professional Non-Teaching Employee Groups; Authorization to Issue Contracts to Renewing Staff Members for 2010-2011**

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**BACKGROUND:**    On April 13, 2010, the Governing Board approved the 2010-2011 compensation and fringe benefits package for the District's employee groups. This item is an additional step required to implement the package, through the issuance of contracts to those employees receiving contracts.

State law previously mandated issuance of contracts by May 15 of each year. Under revisions made to the statute made by the legislature last year, this is no longer the case. However, the timely issuance of contracts as early as possible helps assure employees of their status, and should therefore proceed as quickly as possible.

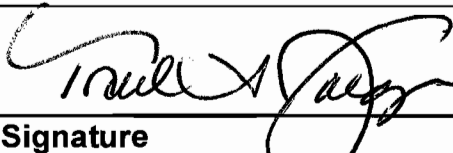
The unique status of state-wide budget matters this year will again require that the District's contract forms contain contingency clauses to allow for circumstances beyond the Governing Board's control. Current indications are that legislative cuts are settled, but legislative action is never "final" as recent experience has taught us. This contingency language is therefore vital.

The administration will be recommending contingency language to be as specific as possible so that staff members will be informed of the potential risks for compensation reductions, furloughs and other budget measures.

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**RECOMMENDATION:**    The Administration recommends approval of the contract forms presented and recommends that the Board direct their issuance to renewing members of the respective employee groups.

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<b>INITIATOR:</b>		Todd A. Jaeger Associate to the Supt.	5/10/2010
	<b>Signature</b>	<b>Name/Title</b>	<b>Date</b>

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**ASSOCIATE SUPERINTENDENT  
SIGNATURE:**

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**SUPERINTENDENT SIGNATURE:**



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

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 2010-2011 ("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) and/or Project EXCELL!, 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'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.

5. Due to reductions in K-12 education funding made by the Arizona Legislature, the District will reduce Teacher's salary by furloughing Teacher for three days during the fiscal year. Teacher will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Teacher may not use personal, sick, or other paid leave time on such furlough days. The Teacher's salary, as reduced by these furlough days, was based upon the two alternative K-12 education budgets passed by the Arizona Legislature in March 2010 – one assuming passage of Proposition 100 and one assuming failure of Proposition 100. If the funding that is ultimately made available to the District by the Arizona Legislature's budget for 2010-2011 is less than was assumed in either of the two alternative legislative budgets passed in March 2010, the District may, pursuant to A.R.S. § 15-544, reduce Teachers' salary 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.

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.

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. 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 are subject to all applicable State and Federal statutes.

11. 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 11<sup>th</sup> day of May, 2010.

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Teacher

**The Governing Board:**

**(table of signatures of Governing Board to be inserted)**

**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 2010-2011 ("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) and/or Project EXCELL!, 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. Due to reductions in K-12 education funding made by the Arizona Legislature, the District will reduce Teacher's salary by furloughing Teacher for three days during the fiscal year. Teacher will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Teacher may not use personal, sick, or other paid leave time on such furlough days. The Teacher's salary, as reduced by these furlough days, was based upon the two alternative K-12 education budgets passed by the Arizona Legislature in March 2010 – one assuming passage of Proposition

100 and one assuming failure of Proposition 100. If the funding that is ultimately made available to the District by the Arizona Legislature's budget for 2010-2011 is less than was assumed in either of the two alternative legislative budgets passed in March 2010, the District may, pursuant to A.R.S. § 15-544, reduce Teachers' salary 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.

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 are 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 11<sup>th</sup> day of May, 2010.

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Teacher

**The Governing Board:**

**(table of signatures of Governing Board to be inserted)**

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

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 2010-2011 ("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. Teacher's employment is expressly limited to the term of the fiscal year. Board hereby notifies Teacher and Teacher hereby acknowledges that his/her employment is for the 2010-2011 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 . 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) and/or Project EXCELL!, 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'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.

5. Due to reductions in K-12 education funding made by the Arizona Legislature, the District will reduce Teacher's salary by furloughing Teacher for three days during the fiscal year. Teacher will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Teacher may not use personal, sick, or other paid leave time on such furlough days. The Teacher's salary, as reduced by these furlough days, was based upon the two alternative K-12 education budgets passed by the Arizona Legislature in March 2010 – one assuming passage of Proposition 100 and one assuming failure of Proposition 100. If the funding that is ultimately made available to the District by the Arizona Legislature's budget for 2010-2011 is less than was assumed in either of the two alternative legislative budgets passed in March 2010, the District may, pursuant to A.R.S. § 15-544, reduce Teachers' salary 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.

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.

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. 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 are subject to all applicable State and Federal statutes.

11. 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 11<sup>th</sup> day of May, 2010.

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Teacher

**The Governing Board:**

**(table of signatures of Governing Board to be inserted)**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**CERTIFICATED Teacher'S CONTRACT**  
**(Part-Time)**

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 2010-2011 ("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) and/or Project EXCELL!, 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. This Contract is for the part-time employment of Teacher at \_\_\_\_\_ % of full-time. Teacher's eligibility for continuing status is determined by state law. Teacher is advised that continuing teacher status, if previously obtained, is lost upon a reduction to part-time status of less than forty percent (40%). Teacher is also advised that fringe benefits provided to the Teacher by the Board are apportioned based upon Teacher's contract percentage as specified by Board's fringe benefit program terms.

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. 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.

5. Due to reductions in K-12 education funding made by the Arizona Legislature, the District will reduce Teacher's salary by furloughing Teacher for three days during the fiscal year. Teacher will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Teacher may not use personal, sick, or other paid leave time on such furlough days. The Teacher's salary, as reduced by these furlough days, was based upon the two alternative K-12 education budgets passed by the Arizona Legislature in March 2010 – one assuming passage of Proposition 100 and one assuming failure of Proposition 100. If the funding that is ultimately made available to the District by the Arizona Legislature's budget for 2010-2011 is less than was assumed in either of the two alternative legislative budgets passed in March 2010, the District may, pursuant to A.R.S. § 15-544, reduce Teachers' salary 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.

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.

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. 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 are subject to all applicable State and Federal statutes.

11. 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 11<sup>th</sup> day of May, 2010.

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Teacher

**The Governing Board:**

(table of signatures of Governing Board to be inserted)

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

This contract is entered into between \_\_\_\_\_ ("Professional") 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 Professional for fiscal year 2010-2011 ("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 \_\_\_\_\_. In the event there is a difference between the salary amount stated here and the amount the Professional should be paid pursuant to the District salary schedule, the salary schedule shall govern. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s) and/or Project EXCELL!, 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). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Professional's compensation shall be payable in bi-weekly installments as Professional directs.

3. Professional shall teach serve in the school(s) or department(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.

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. Due to reductions in K-12 education funding made by the Arizona Legislature, the District will reduce Professional's salary by furloughing Professional for three days during the fiscal year. Professional will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Professional may not use personal, sick, or other paid leave time on such furlough days. The Professional's salary, as reduced by these furlough days, was based upon the two alternative K-12 education budgets passed by the Arizona Legislature in March 2010 – one assuming passage of Proposition 100 and one assuming failure of Proposition 100. If the funding that is ultimately made available to the District by the Arizona Legislature's budget for 2010-2011 is less than was assumed in either of the two alternative legislative budgets passed in March 2010, the District may, pursuant to A.R.S. § 15-544, reduce Professionals' salary 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 Professional's salary.

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.

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. 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 are subject to all applicable State and Federal statutes.

10. 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 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 11<sup>th</sup> day of May, 2010.

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**Professional**

**The Governing Board:**

**(table of signatures of Governing Board to be inserted)**

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

This contract is entered into between ("Professional") 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 Professional for fiscal year 2010-2011 ("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 . The Professional's compensation shall be payable in bi-weekly installments as Professional directs. In the event there is a difference between the salary amount stated here and the amount the Professional should be paid pursuant to the District salary schedule, the salary schedule shall govern. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s) and/or Project EXCELL!, 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). 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 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. Due to reductions in K-12 education funding made by the Arizona Legislature, the District will reduce Professional's salary by furloughing Professional for three days during the fiscal year. Professional will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Professional may not use personal, sick, or other paid leave time on such furlough days. The Professional's salary, as reduced by these furlough days, was based upon the two alternative K-12 education budgets passed by the Arizona Legislature in March 2010 – one assuming passage of Proposition 100 and one assuming failure of Proposition 100. If the funding that is ultimately made available to the District by the Arizona Legislature's budget for 2010-2011 is less than was assumed in either of the two alternative legislative budgets passed in March 2010, the District may, pursuant to A.R.S. § 15-544, reduce Professionals' salary 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 Professional's salary.

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.

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. 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 are subject to all applicable State and Federal statutes.

10. 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 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 11<sup>th</sup> day of May, 2010.

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**Professional**

**The Governing Board:**

**(table of signatures of Governing Board to be inserted)**

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

This contract is entered into between ("Administrator") 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 Administrator for fiscal year 2010-2011 ("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 . In the event there is a difference between the salary amount stated here and the amount the Administrator should be paid pursuant to the District salary schedule, the salary schedule shall govern. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan for administrators and/or Project EXCELL!. 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. Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Administrator's compensation shall be payable in bi-weekly installments as Administrator directs.

3. Administrator shall serve 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. 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. Due to reductions in K-12 education funding made by the Arizona Legislature, the District will reduce Administrator's salary by furloughing Administrator for three days during the fiscal year. Administrator will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Administrator may not use personal, sick, or other paid leave time on such furlough days. The Administrator's salary, as reduced by these furlough days, was based upon the two alternative K-12 education budgets passed by the Arizona Legislature in March 2010 – one assuming passage of Proposition 100 and one assuming failure of Proposition 100. If the funding that is ultimately made available to the District by the Arizona Legislature's budget for 2010-2011 is less than was assumed in either of the two alternative legislative budgets passed in March 2010, the District may, pursuant to A.R.S. § 15-544, reduce Administrators' salary 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 Administrator's salary.

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.

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. 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 are subject to all applicable State and Federal statutes.

10. 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 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 11<sup>th</sup> day of May, 2010.

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**Administrator**

**The Governing Board:**

**(table of signatures of Governing Board to be inserted)**

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

This contract is entered into between ("Administrator") 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 Administrator for fiscal year 2010-2011 ("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 . The Administrator's compensation shall be payable in bi-weekly installments as Administrator directs. In the event there is a difference between the salary amount stated here and the amount the Administrator should be paid pursuant to the District salary schedule, the salary schedule shall govern. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan for administrators and/or Project EXCELL!. 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. 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 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. Due to reductions in K-12 education funding made by the Arizona Legislature, the District will reduce Administrator's salary by furloughing Administrator for three days during the fiscal year. Administrator will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Administrator may not use personal, sick, or other paid leave time on such furlough days. The Administrator's salary, as reduced by these furlough days, was based upon the two alternative K-12 education budgets passed by the Arizona Legislature in March 2010 – one assuming passage of Proposition 100 and one assuming failure of Proposition 100. If the funding that is ultimately made available to the District by the Arizona Legislature's budget for 2010-2011 is less than was assumed in either of the two alternative legislative budgets passed in March 2010, the District may, pursuant to A.R.S. § 15-544, reduce Administrators' salary 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 Administrator's salary.

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.

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. 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 are subject to all applicable State and Federal statutes.

10. 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 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 11<sup>th</sup> day of May, 2010.

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**Administrator**

**The Governing Board:**

**(table of signatures of Governing Board to be inserted)**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**ADMINISTRATIVE EXEMPT CONTRACT**  
**(Twelve Month)**

This contract is entered into between ("Administrator") 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 Administrator for fiscal year 2010-2011 ("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 . The Administrator's compensation shall be payable in bi-weekly installments as Administrator directs. In the event there is a difference between the salary amount stated here and the amount the Administrator should be paid pursuant to the District salary schedule, the salary schedule shall govern. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan for administrators and/or Project EXCELL!. 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. 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. 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 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. Due to reductions in K-12 education funding made by the Arizona Legislature, the District will reduce Administrator's salary by furloughing Administrator for three days during the fiscal year. Administrator will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Administrator may not use personal, sick, or other paid leave time on such furlough days. The Administrator's salary, as reduced by these furlough days, was based upon the two alternative K-12 education budgets passed by the Arizona Legislature in March 2010 – one assuming passage of Proposition 100 and one assuming failure of Proposition 100. If the funding that is ultimately made available to the District by the Arizona Legislature's budget for 2010-2011 is less than was assumed in either of the two alternative legislative budgets passed in March 2010, the District may, pursuant to A.R.S. § 15-544, reduce Administrators' salary 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 Administrator's salary.

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.

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. 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 are subject to all applicable State and Federal statutes.

10. 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 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 11<sup>th</sup> day of May, 2010.

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Administrator

**The Governing Board:**

**(table of signatures of Governing Board to be inserted)**

**GOVERNING BOARD AGENDA ITEM FOR  
AMPHITHEATER UNIFIED SCHOOL DISTRICT**

*placehold  
for  
25*

**DATE OF MEETING:** May 11, 2010

**TITLE:** Approval of Contract Forms for the 2010-2011 Fiscal Year for Administrative, Administrative Exempt, Certificated, and Professional Non-Teaching Employee Groups; Authorization to Issue Contracts to Renewing Staff Members for 2010-2011

**BACKGROUND:**

Detailed information is forthcoming.

**INITIATOR:**

*Margaret Harris*

**Signature**

Margaret Harris

Secretary to the Governing Board

**Name/Title**

May 5, 2010

**Date**

**ASSOCIATE SUPERINTENDENT/  
DEPARTMENT CHAIR SIGNATURE:**

**SUPERINTENDENT SIGNATURE:**

*Vicki Balentine*