

MINGUS UNION HIGH SCHOOL DISTRICT NO. 4
~~2024-2025~~2026-2027 CLASSIFIED EXEMPT CONTRACT

This Classified Term Certain Appointment (“Appointment”) is between Mingus Union High School District No.4 (“District”), by and through its Governing Board, and <<FirstName>> <<LastName>> (“Employee”). It shall become effective only if Employee signs and returns it to the Personnel Department, as the agent for the Governing Board within fifteen (15) days of its issuance. District and Employee agree as follows:

POSITION: <<1PosDesc>>

ANNUAL SALARY: <<1PosAmount>>

District hereby employs and Employee hereby agrees to be employed by District to perform the duties described in the job description and as provided under Arizona law, and such other duties as may be assigned, for the period designated herein. Employee shall comply with all District policies, regulations, procedures and rules now existing, or hereafter enacted or amended, and all applicable State and Federal laws and State Board of Education rules now existing, or hereafter enacted or amended, during the term of this contract.

TERM OF EMPLOYMENT

This contract is for the academic year covering the period from **July 1, ~~2024~~2026** through **June 30, ~~2025~~2027**. Employee's regular duty schedule will require Employee to be present for a period of 8 hours per day.

DUTIES

The times of the work day will be determined by the District Administration and may vary during the appointment and between assignments. Employee understands and agrees that there may be occasions requiring Employee's presence outside of the regular duty hours and Employee will be present and perform any assigned duties, any such duties being part of Employee's obligations under this Appointment in exchange for consideration.

EMPLOYEE QUALIFICATIONS

Employee represents that Employee has obtained all required special licenses and/or certifications so as to fulfill the duties of the position to which the Employee has been assigned. Employee shall maintain the same during the term ~~off~~of this contract.

Employee represents that Employee will maintain possession of a valid fingerprint clearance card issued pursuant to A.R.S. § 41-1758.03 or provision of proof of compliance with A.R.S. § 15-512 and A.R.S. § 15-534(A)(2).

If newly hired, this contract is conditional upon a positive response being received from the background investigation/reference checks.

This contract is conditioned on any licenses, clearance cards and/or certifications being valid at the time Employee executes this contract and continuing without interruption, unless Employee has written waiver executed by the Superintendent allowing Employee to obtain licenses and certificates at a later specific date and maintaining same throughout end of this contract. In addition to any other remedies to which the District may be entitled, District shall not be obligated to pay or compensate Employee for work performed during such period when such licenses, certifications, endorsements or certificates are not maintained and

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District may deduct any of that paid to Employee attributable to such period from any other monies owed by Employee by District. Employee also expressly agrees that the District may place Employee on an unpaid leave of absence during such time that Employee 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, Employee may be paid at a substitute rate for a maximum number of days as permitted by law. Employee's employment may be terminated if these conditions are not satisfied.

This contract is conditioned upon the school or other work location to which Employee 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 may be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced school District operations require suspension or reduction of the services of Employee.

COMPENSATION AND BENEFITS

In consideration of performance of services pursuant to this Appointment, the District agrees to pay Employee, in addition to any direct economic fringe benefits provided by District Policy, a salary as listed above. "Direct economic fringe benefits" means only leave and insurance benefits. Wages shall be paid in equal installments in accordance with the Board Policy governing payments of wages.

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 Employee'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.

If Employee takes leave time in excess of that for which Employee is eligible under District policy, or is absent without permission or in violation of District Policy, or should the number of service days be less than the days required by this contract, a pro-rata reduction shall be made in the amount of compensation due under this contract.

Should Employee believe there is a mistake in Employee's salary the Employee shall have thirty (30) working days from initiating performance of duties under the contract to notify District of the mistake. If Employee does not notify the District within these thirty (30) days, Employee waives the right to additional amounts under current contract. If the Employee has received more money than Employee is entitled for work performed, Employee shall, at the District's option: (a) immediately repay any amount erroneously paid to the Employee; or (b) allow the District to reduce future payments to Employee 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.

Employee 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 by an amount not to exceed five percent (5%) of Employee's Base Salary if any of the following occurs: 1) the Arizona Legislature or any other funding source does not appropriate or make funds 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 2024-20252026-2027 fiscal year is less or becomes less

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than that authorized for the ~~2023-2024~~2025-2026 school year; or 3) the District fails to receive or be authorized for use of funds during the ~~2024-2025~~2026-2027 fiscal year in the amount initially budgeted for such year for any reason. In addition to this notice, Employee shall be given not less than ten (10) calendar days' notice prior to a reduction in Employee's Base Salary pursuant to this paragraph.

If Employee has retired with the Arizona State Retirement System and returned to work, employee's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. § 38-766.01. Employee shall not accrue credited service, retirement benefits or long term disability program benefits under either state law or by District policy.

If eligible, Employee shall receive supplemental pay stipends or additional pay as expressly authorized by the Governing Board pursuant to Governing Board policy or specific Board action.

This appointment is contingent upon final approval of the ~~2024-2025~~2026-2027 budget as required by Arizona Law (A.R.S. § 15-905). The above wage is subject to the condition that funding to the District or spending capacity, as provided in the Arizona Revised Statutes or otherwise, is not reduced. In the event of a budget shortfall or spending limitation the Governing Board may, in its discretion, reduce wages (although not below the minimum wage), reduce hours, or reduce the number of staff.

Pursuant to A.R.S. § 15-545, any Employee resignation without prior Governing Board approval shall be deemed to be an unprofessional act as proscribed by Governing Board policy GCQC. Employee recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that the Employee 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 Employee 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 Employee 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. Employee 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 Employee fails to report to his/her assignment or resigns from employment with the, 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

MISCELLANEOUS

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Employee affirms that all Employee's representations in this Appointment, Employee'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 Employees, this Appointment 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 Appointment if Employee has misrepresented any of these items.

Appointment shall immediately terminate and Employee shall be dismissed without any right to a hearing if Employee is arrested for or charged with a non-appealable offence listed in A.R.S. §41-1758.03 and fails to immediately report the arrest or charge to Employee's supervisor.

Employee further warrants that Employee 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). Employee agrees to immediately notify the Superintendent of any arrest or criminal charge that occurs during employment. Failure to do so may result in dismissal.

Pursuant to A.R.S § 15-544, Employee acknowledges the Governing Board may, during the term of this contract, reduce Employee's salary by imposing the requirement that Employee take a furlough if the State legislature reduces the number of required teaching days and the school calendar is adjusted accordingly. A "furlough" is defined as normally paid work days for which Employee will not be required to perform any duties and for which Employee shall not be paid.

The District may terminate this contract as part of a reduction in force. In the event the District exercises this option, Employee may be entitled to a one-time payment equivalent to five (5) days per diem, the payment of which sum will constitute full satisfaction of the District's obligations to Employee pursuant to this contract.

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.

This contract is subject to cancellation pursuant to A.R.S. § 38-511.

If this contract is not returned to the District's Human Resources Office within fifteen (15) days from the date issued by the Board or includes terms in addition to those authorized by the Board, Employee has not accepted employment with the District, and this contract shall be null and void.

If the Employee's certificate or license is placed in suspension or expires, Employee shall immediately notify the District and Employee shall work diligently toward reinstatement of the certificate or license to active status. Failure of the Employee to maintain the fingerprint clearance card or an active certificate or license during the entire term of this contract shall constitute unprofessional conduct and shall be grounds for possible dismissal.

Employee shall be subject to evaluation and periodic performance reviews.

Due to IRS regulations, if Employee wishes to receive annualized compensation, Employee must make a written election to receive annualized compensation. Please initial your selection. If the election below is not filled out by the Employee, the District will not annualize Employee's compensation. (The

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Employee's salary will be payable in biweekly installments. Employee recognizes that employees who work less than twelve (12) months per year may be paid over twelve (12) months. This is called "annualized compensation." Annualized compensation provides the employee with income during the summer months.)

I elect to receive annualized compensation.

I do not elect to receive annualized compensation.

This contract shall be governed by the laws of the United States and the State of Arizona. Employee agrees that the Arizona State and Federal courts shall exercise exclusive jurisdiction over any and all matters arising out of this contract.

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 FIFTEEN (15) CALENDAR DAYS FROM THE DATE OF GOVERNING BOARD ISSUANCE OR THIS OFFER WILL BE REVOKED.

EMPLOYEE

GOVERNING BOARD PRESIDENT

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Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUL

(22)

July

July 4th - Independence Day
 July 29-30 - Teacher Pre-Service
 July 30- Back to School Breakfast
 July 31st - Freshman Day

August

August 1 - First Day of School

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
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AUG

(22)

September

September 2 - Labor Day
 September 12-13 - Parent Conference
October
 October 7-11 Fall Break
 October 14 - Columbus Day

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
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22	23	24	25	26	27	28
29	30					

SEP

(20)

November

November 1 - Verde Valley In-Service
 November 11th - Veterans Day
 November 27-29 - Thanksgiving Break
December
 December 23-31 - Winter Break

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
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JAN

(21)

Su	Mo	Tu	We	Th	Fr	Sa
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FEB

(19)

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29	30	31				

MAR

(22)

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APR

(22)

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31						

MAY

(20)

Su	Mo	Tu	We	Th	Fr	Sa
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28	29	30				

JUN

(22)

Su	Mo	Tu	We	Th	Fr	Sa
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22	23	24	25	26	27	28
29	30	31				

DEC

(19)

May

May 1 - Fair Day
 May 21 - Last Day of School
 May 22 - Graduation
 May 25 - Memorial Day

	No Students
	Work Days
	Paid Holidays Days
	First and Last Day of School
	Half Day

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Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 12/18/2025 4:01:25 PM	
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Intelligent Table Comparison: Active	
Original DMS: iw://cloudimanager.com/PHOENIX/6490692/1	
Modified DMS: iw://cloudimanager.com/PHOENIX/6490692/2	
Changes:	
<u>Add</u>	12
<u>Delete</u>	8
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<u>Table Delete</u>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	20