

MINGUS UNION HIGH SCHOOL DISTRICT NO. 4
~~2025-2026~~2026-2027 SUPPORT SERVICES CONTRACT

EMPLOYEE: <<FirstName>> <<LastName>>
POSITION: <<1PosDesc>>
ANNUAL SALARY: <<1PosAmount>>

This contract ("Contract") made and entered into as of its day of execution hereinafter set forth is between Mingus Union High School District No. 4 ("District"), by and through its Governing Board, and the above named employee ("Employee"). District and Employee agree as follows:

DUTIES

D1. Unless otherwise notified, Employee will commence work starting on <<START DATE>> and end on <<END DATE>> for <<TOTAL # OF DAYS>> days. Employee agrees to abide by all state and federal laws and Governing Board policies and to perform well and faithfully such duties within the District as the Board, Superintendent, Supervisor and/or Principal of District may assign in accordance with law and the rules, regulations and policies adopted by the Board for the government of the District. Employee understands that the Governing Board has discretion to revise its Board policies and/or procedures and agrees to abide by all policies as adopted by the Board.

D2. The Employee may be assigned to any particular building, location or department within the school district at the discretion of the Superintendent and may likewise be transferred from one assignment or duties to another.

D3. The Employee will competently perform the duties of Employee's assignment and will be subject to a performance evaluation.

EMPLOYEE QUALIFICATIONS

Q1. Employee agrees and promises that s/he shall maintain all certificates, endorsements and licenses necessary to perform the duties required, including but not limited to a certificate to perform duties requisite for Employee's assignment and a valid fingerprint clearance card as required by law. Employee shall maintain the same during the term of this Contract.

Q2. Employee understands and agrees that Employee is not entitled to compensation for any period during which such certificate(s) and/or endorsement(s) and/or approved area(s) is not maintained and in effect. In addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Employee for work performed during such period and District may deduct any of that paid to Employee attributable to such period from any other monies owed to 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 necessary certificates, endorsements and licenses. Notwithstanding the prior salary restriction where an Employee fails to maintain certification throughout the year, the Employee can be paid at a substitute rate if applicable.

COMPENSATION

C1. In consideration of performance of services pursuant to this contract, the District agrees to pay Employee the base salary listed above, in addition to any direct economic fringe benefits provided by District policy and supplemental pay stipends or additional pay as expressly authorized by the Governing Board pursuant to Governing Board policy or specific Board action. "Direct economic fringe benefits" means only leave and insurance benefits. 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. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other members of the professional staff.

C2. Employee may also receive performance based pay if Employee is eligible for and qualifies for such pay in accordance with the District's Performance Based Pay Plan, subject to any reduction in Classroom Site Funding as described in below in paragraph C3. 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.

C3. Pursuant to A.R.S. § 15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Employee's Base Salary. Employee 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.

C4. 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 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 ~~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, 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.

C5. District reserves the right, as part of a salary reduction to decrease Employee's salary by furloughing Employee for up to ten (10) days. Employee will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Employee may not use paid sick leave or other paid leave time on such furlough days.

C6. 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, Employee 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 Employee 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. Employee must be currently employed by the District to receive any increase.

C7. 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 shall 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.

C8. If Employee has retired with the Arizona State Retirement System, Employee acknowledges that the Employee shall not accrue credited service, retirement benefits or long-term disability program benefits pursuant to Article 2.1 of Title 38 or pursuant to District policy for the period the Employee returns to work.

C9. Should Employee believe there has been a mistake in the Employee's salary, the Employee shall have fifteen (15) days to notify District of the mistake. The sum stated above is intended to correspond to Employee's step and degree placement for the ~~2025-2026~~2026-2027 school year as determined by the Employee's training and experience on record with the District, minus reductions approved by the Governing Board for fiscal year ~~2025-2026~~2026-2027. If the Employee has received more money than the Employee is entitled for work performed, the Employee shall, at the District's option (a) immediately repay any amount erroneously paid to the Employee (b) allow the District to reduce future payments to the 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.

BENEFITS

B1. The Employee shall receive benefits (such as but not limited to paid leave, vacation, legal holidays and other benefits) in accordance with his or her employment status (i.e. part time, retired, ten month, or twelve month, certificated or support staff) and pursuant to the applicable Governing Board Policies.

B2. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

TERMINATION

T1. Employee has no legitimate expectancy of employment beyond the term indicated above. This contract may be terminated or non-renewed according to District policy and state law.

T2. 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

T3. Pursuant to A.R.S. § 15-538.02, the Governing Board may dismiss an employee who holds a teaching intern certificate, an emergency teaching certificate or another type of nonstandard certificate ~~that is valid for one (1) year or less that~~ without complying with the requirements of A.R.S. §§ 15-537, 15-538, or 15-541. Such dismissal shall be effective ten (10) working days after delivery of the notice of dismissal to the employee.

T4. 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. Employee shall not be permitted to use paid leave on furlough days. Furloughs may be required in addition to the general salary reduction described above.

T5. 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.

MISCELLANEOUS PROVISIONS

M1. This contract of employment 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(B) and fails to immediately report the arrest or charge to the 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.

M2. Employee shall be evaluated through the use of an evaluation system and instrument adopted and approved pursuant to A.R.S. § 15-503. 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.

M3. Employee affirms that all Employee's representations in this contract, the Employee's employment application and any other document or oral statement submitted to the District concerning qualifications, fitness to perform work and representations about arrest and conviction record are true and accurate. It is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations.

M4. 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.

M5. This contract must be received by the District Office within fifteen (15) calendar days (thirty (30) days for psychologists) from the date of the Employee's receipt of the written contract or the offer is revoked. Receipt will be deemed to have occurred when the written contract is personally delivered, placed in the employee's school provided mailbox, including electronic mail, or two days after being placed in a United States postal service mailbox. If the contract is returned and includes terms in addition to the terms of contract offered by the Board or is not returned within the fifteen (15) calendar days (or thirty (30) for psychologists), this contract shall be null and void. The execution of this contract was authorized at a legally convened meeting of the Governing Board held on [REDACTED], ~~2025~~2026.

M6. Employee shall not discriminate against any employee, student, parent, contractor or other individual with whom you come in contact while working for the District because of that person's sex, race, religion, color, national origin, age or disability.

M7. This contract is subject to cancellation pursuant to A.R.S. § 38-511.

M8. 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 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.

M9. 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.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year designated below.

ACCEPTANCE, BY LAW, THIS CONTRACT IS DEEMED RECEIVED WHEN PERSONALLY DELIVERED, DELIVERED TO ADMINISTRATOR'S SCHOOL MAIL, EMAIL OR THE DISTRICT'S

SELF-SERVICE PORTAL, OR TWO (2) DAYS FROM MAILING. ADMINISTRATOR'S ACCEPTANCE OF THIS CONTRACT SHALL BE DONE BY ELECTRONICALLY APPROVING AND ACCEPTING IT VIA THE DISTRICT'S SELF-SERVICE PORTAL WITHIN FIFTEEN (15) (OR THIRTY (30) FOR PSYCHOLOGISTS) CALENDAR DAYS FROM THE DATE OF GOVERNING BOARD ISSUANCE OR THIS OFFER WILL BE REVOKED.

EMPLOYEE

DATE

GOVERNING BOARD PRESIDENT

<p align="center">Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 12/18/2025 4:20:22 PM</p>	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://cloudimanage.com/PHOENIX/7897111/1	
Modified DMS: iw://cloudimanage.com/PHOENIX/7897111/2	
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Delete	8
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<u>Move To</u>	0
<u>Table Insert</u>	0
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<u>Table moves to</u>	0
Table moves from	0
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Embedded Excel	0
Format changes	0
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