

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Professional") and the Governing 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 2021-2022 ("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 _____ together with any salary increase approved for Professional as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2021-2022 school year. Professional understands that the District has used Professional's current salary, or if new to the District, the approved professional starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Professional's projected annual pay, to be calculated on the basis of Professional's projected base daily rate of pay multiplied by Professional's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing 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.

5. 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.

6. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

7. 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.

8. 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 in accordance with Arizona law.

9. 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.

10. Professional hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System (“ASRS”) to return to work after retirement under certain conditions. Professional acknowledges and represents that Professional has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Professional also acknowledges, desires and intends that District and Professional will not make the contributions to ASRS for the salary paid to Professional pursuant to this Contract or pursuant to any other aspect of Professional’s employment with District, but will comply with A.R.S. § 38-766.02. Professional also acknowledges, desires and intends that Professional will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to this contract. District and Professional therefore expressly agree that Professional’s employment under this Contract is for 2021-2022 school year only. Professional is hereby notified that Professional’s employment is for the 2021-2022 school year only and Professional’s contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2021-2022 school year without any further notice or action on either party’s part.

11. Professional is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Professional shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

12. Professional understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Professional to disciplinary action before the State Board of Education, including revocation of Professional’s certificate. Professional therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Professional also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Professional does not fulfill the full term of this Contract. Professional and District agree that these expenses and the damage done to District’s program and its students due to the premature loss of Professional’s services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Professional’s breach of this contract in this respect. Professional and District specifically agree that the liquidated damages which may be assessed against Professional for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Professional agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Professional from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

13. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

14. 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, without any additions or deletions, or District’s offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on the 13th day of April, 2021.

Professional

President of the Governing Board