

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**

**Memorandum of Understanding  
For Special Summer School Employment**

ADMINISTRATOR

This Memorandum of Understanding is entered into between \_\_\_\_\_ ("ADMINISTRATOR") and the GOVERNING BOARD ("BOARD") OF AMPHITHEATER SCHOOL DISTRICT NO. 10 of Pima County, Arizona ("THE DISTRICT"), relating to ADMINISTRATOR'S special employment by BOARD for summer school. The parties agree as follows.

1. ADMINISTRATOR will hold and maintain a legal Arizona administrator certificate and valid fingerprint card at all times during the two 2010 Summer School Sessions, to be held June 14 through June 30, 2010 and July 1 through July 15, 2010, for a total of 19 Instructional days on each Monday through Thursday during those sessions, excluding legal holidays. In addition, ADMINISTRATOR will attend three (3) orientation and staff development days required for summer school employment. BOARD will pay ADMINISTRATOR a salary of \$\_\_\_\_\_ (for 22 days), payable on a bi-weekly basis.

2. ADMINISTRATOR and BOARD recognize that ADMINISTRATOR'S employment for the summer school session is for the special purpose of providing intensive support and remediation services to specifically identified students of the DISTRICT within a limited period of time. Accordingly, ADMINISTRATOR's employment during the summer school session is at will and may be terminated by the DISTRICT and BOARD at any time for any reason, with or without cause. ADMINISTRATOR'S at-will employment status as a summer school ADMINISTRATOR shall not affect ADMINISTRATOR's continuing or other employment status with the DISTRICT during the regular school year.

3. ADMINISTRATOR and BOARD further understand that the limited and unique circumstances of summer school do not allow the usual terms or benefits of a ADMINISTRATOR's employment contract for the regular school year to apply. Consequently, the terms of ADMINISTRATOR's regular school year employment by the BOARD do not apply. Without limitation, ADMINISTRATOR and BOARD understand the ADMINISTRATOR will receive no paid leave of any kind (sick, personal, bereavement, etc.) for any absence of ADMINISTRATOR during the summer school session. In addition, and again without limitation, ADMINISTRATOR will not be eligible for participation in DISTRICT fringe benefit programs, such as, but not limited to, health, dental, life or disability insurance, solely by virtue of ADMINISTRATOR's summer school employment. ADMINISTRATOR's employment for the summer school session shall, however, be subject to contribution requirements for the Arizona State Retirement System.

4. ADMINISTRATOR will perform such duties during the summer school session at such location(s) as the BOARD or its designees may direct and will faithfully perform his/her assigned duties according to law, rules, policies and regulations legally established for the governance of the Amphitheater School District. ADMINISTRATOR hereby certifies that he/she will ensure all instruction provided by teachers during the summer school session will be in accordance with Arizona state academic standards as established by the State of Arizona Board of Education.

5. ADMINISTRATOR and BOARD agree that ADMINISTRATOR shall be allowed no more than one unpaid day of absence during the summer school session. If ADMINISTRATOR exceeds one day of absence, ADMINISTRATOR's summer school employment shall immediately terminate to allow DISTRICT to retain another ADMINISTRATOR to complete the intensive instruction required during the limited summer school session. In the event of ADMINISTRATOR'S termination for any reason, including pursuant to this paragraph, ADMINISTRATOR'S summer school compensation shall be pro-rated on a per-diem basis for each day of the summer school session attended and taught by ADMINISTRATOR.

6. This Contract constitutes the entire agreement of the parties related to summer school employment of the ADMINISTRATOR, and any prior or contemporaneous agreements, whether written or oral, are superseded by this Contract. Any subsequent amendment or addendum to this Contract shall be in writing and signed by both parties.

Dated this \_\_\_\_ day of \_\_\_\_, 2010

\_\_\_\_\_  
ADMINISTRATOR

FOR THE GOVERNING BOARD OF  
AMPHITHEATER SCHOOL DISTRICT NO. 10  
OF PIMA COUNTY, STATE OF ARIZONA



Vicki Balentine, Ph.D.  
Superintendent