

# MINGUS UNION HIGH SCHOOL DISTRICT #4

1801 East Fir Street · Cottonwood, AZ · 86326 · 928.634.7531

*Den of the Marauders*

## ~~2025-2026~~2026-2027 Certified Counselor Contract

**THIS CONTRACT IS ENTERED INTO BY MINGUS UNION HIGH SCHOOL #4 ("DISTRICT") AND <<FirstName>> <<LastName>> ("COUNSELOR").**

1. District agrees to employ Counselor for <<TOTAL # DAYS>> days during fiscal year ~~2025-2026~~2026-2027, commencing on **August** \_\_, ~~2025~~2026 and ending on **May** \_\_, ~~2026~~2027. The contract year for Counselor shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance is 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 the employment contracts without additional compensation to Counselor.

2. Counselor's employment is conditioned upon the possession at all times of a valid Arizona Counselors' certificate for the position being offered and upon the satisfactory completion of any and all background checks and fingerprint clearances that may be required. Counselor agrees to be appropriately certified in all assigned core academic subjects or as otherwise required by law and to hold all requisite endorsements by the commencement date of this Contract. Counselor also expressly agrees that the District may place Counselor on an unpaid leave of absence during such time that Counselor does not hold and maintain a valid fingerprint clearance card and/or the required certifications/licenses. Counselor's employment may be terminated if these conditions are not satisfied, or, in the sole discretion of the District, the Counselor may be paid at the substitute Counselor rate.

3. District agrees to pay Counselor a salary of <<IPosAmount>>. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern. Counselor shall also receive performance pay if Counselor qualifies for such pay in accordance with the District's Performance Pay Plan, subject to any reduction in Classroom Site Funding as described in paragraph 4 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. Counselor shall also receive such direct economic fringe benefits as the Governing Board approves for this fiscal year. "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 Counselor'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.

4. 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 Counselor's Base Salary. Counselor 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.

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

6. Counselor 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 ten percent (10%) of Counselor'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, Counselor shall be given not less than ten (10) calendar days' notice prior to a reduction in Counselor's Base Salary pursuant to this paragraph.

7. The Base Salary set forth above intended to reflect Counselor's ~~2025-2026~~2026-2027 salary. If the Counselor believes there is a mistake in Counselor's salary resulting in Counselor receiving less than what the Counselor would be entitled under the salary schedule, Counselor shall have thirty (30) working days from initiating performance of duties under the contract to notify District of the mistake. If Counselor does not notify the District within thirty (30) days, Counselor waives the right to additional amounts under the current contract. If Counselor receives more money than Counselor is entitled for work under this contract, the Counselor shall, at the District's option, (a) immediately repay any amount erroneously paid to the Counselor or (b) allow the District to reduce future payments to the Counselor for repayment of the overpayment. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

8. District reserves the right, as part of a salary reduction pursuant to A.R.S. § 15-544, to decrease Counselor's salary by furloughing Counselor for up to **18** days, Counselor will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Counselor may not use paid sick leave or other paid leave time on such furlough days.

9. The District may terminate this contract as part of a reduction in force. In the event the District exercises this option, Counselor 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 Counselor pursuant to this contract.

10. Counselor warrants the truth of all representations and statements made by Counselor to District in connection with Counselor's employment. Any breach of this warranty may be grounds for termination of employment. 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.

11. Pursuant to A.R.S. § 15-550, if Counselor is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Counselor shall immediately report the arrest or charge to Counselor's supervisor. Failure to do so shall result in immediate dismissal.

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

13. Counselor agrees to provide the services contained in the Counselor's job description, as assigned by the Superintendent or designee and to perform such other duties as may be assigned. Counselor agrees to abide by and be subject to the District's policies, regulations and rules as are in effect or may be amended during the term of this Contract.

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

15. Pursuant to A.R.S. § 15-545, any Counselor resignation without prior Governing Board approval shall be deemed to be an unprofessional act as proscribed by Governing Board policy GCQC. Counselor recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that the Counselor 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 Counselor 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 Counselor 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. Counselor 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 Counselor 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

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

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

18. 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.

19. By law, the notice 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 notice

shall be done by approving and accepting it via the District's self-service portal within THIRTY (30) business days from the date of receipt or the Governing Board's offer of employment is revoked. If this notice is returned and includes terms in addition to the terms of this notice of appointment offered by the Board or is not returned within the THIRTY (30) business days, this notice shall be null and void.

---

GOVERNING BOARD PRESIDENT

PAYMENT OPTIONS: ☐ A. SCHOOL YEAR ONLY (22 pays)  
☐ B. LUMP SUM AT END OF SCHOOL YEAR ONLY (22 pays)  
☐ C. LUMP SUM AT END OF FISCAL YEAR ONLY (24 pays)

<b>Summary report:</b> <b>Litera Compare for Word 11.3.1.3 Document comparison done on</b> <b>12/18/2025 3:49:10 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://cloudimanage.com/PHOENIX/7897044/1	
<b>Modified DMS:</b> iw://cloudimanage.com/PHOENIX/7897044/2	
<b>Changes:</b>	
<u>Add</u>	9
<del>Delete</del>	8
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	17