

AMPHITHEATER UNIFIED SCHOOL DISTRICT
PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT
(Ten Month)

This contract is entered into between _____ ("Professional") and the Governing Board ("the 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 2013-2014 ("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 _____. In the event there is a difference between the salary amount stated here and the amount the Professional should be paid pursuant to the District salary schedule, the salary schedule shall govern. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described 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(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Professional's compensation shall be payable in bi-weekly installments as Professional directs.

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

4. 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.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. If the funding that is made available to the District by the Arizona Legislature's budget for the fiscal year is less than was assumed in the budget, the District may, pursuant to A.R.S. § 15-544, reduce personnel salaries by such amount as may be needed to offset the difference between projected funding and that provided by the Legislature's budget, but in no event shall such a reduction exceed four percent (4%) of Professional's salary. 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 will be increased by up to one percent (1%), in accordance with the Governing Board's approved compensation package terms for the fiscal year.

6. 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.

7. 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.

8. 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.

9. 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 or revision to this contract is subject to all applicable State and Federal statutes.

10. 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 by the Governing Board, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on the 26th day of March, 2013.

Professional

The Governing Board:

(table of signatures of Governing Board to be inserted)