



NOTICE OF PUBLIC MEETING

TOLLESON UNION HIGH SCHOOL DISTRICT #214 GOVERNING BOARD AGENDA FOR REGULAR MEETING

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Tolleson Union High School District Governing Board and the general public that the Governing Board will hold a public meeting open to the public as follows:

DATE: March 10, 2015

TIME: 6:00 p.m.

PLACE: District Administrative Center, 9801 West Van Buren Street, Tolleson, AZ 85353

The agenda for this meeting is provided below. However, the Governing Board reserves the right to change the order of items on the Agenda with the exception of public hearings set for a specific time. One or more members of the Governing Board may participate in the meeting by telephonic communication.

Pursuant to A.R.S. §38-431.03 A.3, the Governing Board may vote to convene an executive session, which will not be open to the public, for discussion or consultation for legal advice with the Governing Board's attorney on any matter listed on the Agenda.

A copy of background material for an agenda item provided to Governing Board members (with the exception of materials relating to executive sessions) is available for public inspection at the District Administrative Center, 9801 W. Van Buren Street, Tolleson, AZ 85353, at least twenty-four (24) hours prior to the Governing Board meeting. Please contact Karyn Morse Eubanks, the Governing Board's Executive Assistant, at 623-478-4001 for more information.

Persons with a disability may request reasonable accommodations by contacting Ms. Eubanks. Accommodations should be requested at least two (2) working days prior to a public meeting to allow time for the District to arrange for the accommodation.

Posted: March 5, 2015 By: Karyn Morse Eubanks, Executive Assistant to the Governing Board

A complete copy of the meeting agenda can be found on the TUHSD website: www.tuhsd.org

REGULAR MEETING

1. Call to Order and Roll Call

The meeting was called to order by _____ at _____.

Mr. Chapman Mr. Del Palacio Ms. Madruga Mr. Moreno Mr. Villalon

2. Pledge of Allegiance

3. Approval of the Regular Agenda

Recommendation: That the Governing Board approve the Regular Agenda.

Motion made by _____; seconded by _____

Mr. Chapman Mr. Del Palacio Ms. Madruga Mr. Moreno Mr. Villalon

4. Celebrations

A. La Joya Community High School Special Olympics Cheerleading Squad

Principal Brandi Haskins will recognize the Special Olympics Cheerleading Squad who received first place in a recent West Valley competition.

B. Employees of the Month

The following February 2015 Employees of the Month will be recognized for their contributions to the District.

Copper Canyon High School

- Jeff Newman, English and Beginning Journalism Teacher

Tolleson Union High School

- Nicole Benson, Media Specialist

5. Public Participation

The Governing Board is committed to providing regular opportunities for the public to address the Governing Board. To that end, the public is invited to address the Governing Board on any issue within its jurisdiction, subject to reasonable time, place, and manner restrictions.

Members of the public who wish to address the Governing Board are to complete a public participation form and provide it to Karyn Morse Eubanks, the Governing Board's Executive Assistant, prior to the beginning of the meeting.

Governing Board members are not permitted to discuss or take legal action on matters raised during the open call to the public unless the matters are properly noticed for discussion and legal action. However, the law permits Governing Board members to do the following at the conclusion of the open call to the public: (a) respond to criticism made by those who have addressed the Governing Board; (b) ask staff to review a matter; or (c) ask that a matter be put on a future agenda.

During public participation, the Governing Board shall not hear personal complaints against school personnel or any other person connected with the District. Persons with complaints/concerns regarding District matters are referred to Governing Board Policies KE, KEB, KEC, and KED.

6. Summary of Current Events

The Superintendent and/or Governing Board members may present a brief summary of current events. The Governing Board will not propose, discuss, deliberate, or take legal action at the meeting on any matter in the summary unless the specific matter is properly noticed for legal action.

7. Approval of the Consent Agenda

It is recommended that the Governing Board approve the Consent Agenda.

Motion made by _____; seconded by _____

Mr. Chapman Mr. Del Palacio Ms. Madruga Mr. Moreno Mr. Villalon

8. Discussion/Action of Items(s) _____ Previously Removed From the Consent Agenda

Motion made by _____; seconded by _____

Mr. Chapman Mr. Del Palacio Ms. Madruga Mr. Moreno Mr. Villalon

CONSENT AGENDA* ITEMS

Items marked with an asterisk (*) are designated as Consent Agenda Items. These items will be considered without discussion. Consent Agenda items may be removed for discussion by any member of the Governing Board by notifying the Governing Board President or the Superintendent twenty-four hours before the regular Governing Board meeting or by a majority of the Governing Board members present at the Governing Board meeting.

	<u>PDF PAGE #</u>
*1. Human Resources	
A. Personnel Items	6-10
Personnel items include recommendations and ratifications for various actions including employment, contract assignments and revisions, stipends, extra duty assignments, position changes, leaves of absence, retirements, resignations, and terminations.	
*2. Financial Services	
A. Vouchers	11-12
Prior to ratification at each Governing Board meeting, Governing Board members review vouchers and/or journal entries. Vouchers represent orders for payment of material, equipment, salaries, and services.	
*3. Superintendent’s Office	
A. Travel Requests	13-14
▪ Sierra Linda High School Varsity Softball Team Head Coach Steve Reeser, Assistant Coaches Daniel Figueroa, Elizabeth Skousen, and Adelina Franciotti, and members of the team wish to compete in the Kingman Coca Cola Softball Tournament on March 13-14, 2015 in Kingman, AZ.	
▪ Westview High School Choir Director Lori Dixon, chaperones Lucinda Saune, Melinda Schartz (pending fingerprint clearance), and Christina Sitze (pending fingerprint clearance), and choir students wish to travel to New York City, NY on March 26-30, 2015 to perform at Carnegie Hall.	
B. Minutes – February 24, 2015 Regular Meeting	15-23
All Governing Board members were present.	

- C. Employee Contract/Notice of Employment Language – 2015-2016** **24-96**
- The following 2015-2016 employee contracts/notice of employment language were reviewed and revised, as appropriate, by District Legal Counsel Cathleen Dooley of Udall Shumway.
- Certified Administrator or Professional Services Employment Contract
 - Teacher’s First Year Employment Contract
 - Teacher’s Employment Contract
 - Certified Term Contract and Notice of Nonrenewal
 - Guidance Advisor’s Employment Contract
 - Guidance Advisor Department Chair’s Employment Contract
 - Librarian’s Employment Contract
 - School Psychologist’s Employment Contract
 - Professional Staff Non-certificated Employment Contract (Social Worker/School Nurse RN)
 - Marine Junior Reserve Officer Training Corps (MCJROTC) Instructor’s Employment Contract
 - Notice of Employment (At-Will Employment; Classified Staff)

- D. Resolution of Breach of Contract – Sayaka Yasui** **97-99**
- Ms. Yasui signed a certified employment contract for the 2014-2015 school year. Subsequent to signing a contract, she submitted a letter of resignation. Ms. Yasui’s name was listed on the January 13, 2015 Governing Board meeting agenda, under the Human Resources, Personnel listing as “Resignation/Release from Employment Contract (Pending Payment of Liquidated Damages)”. Ms. Yasui was notified in writing on January 19, 2015 she had thirty days from the date of the letter in which to make payment or her name would be taken to the Governing Board at the next scheduled meeting following the expiration of the thirty day period for breach of contract and subsequent reporting to the Arizona Department of Education. Ms. Yasui did not pay the liquidated damages fee within the thirty day period and has not been released from her teaching contract.

INFORMATION/DISCUSSION ITEMS

- 1. NASSP Conference Update** **100**
- Site Administrators will provide an update on the annual National Association of Secondary School Principals (NASSP) Conference held on February 19-21, 2015.
- 2. Budget Update** **101**
- Dr. Cunningham and Tracy McLaughlin, Director of Financial Services, will provide an update of the State’s education budget projections and the possible effect on the District’s FY 16 budget.

ACTION/DISCUSSION ITEMS

**PDF
PAGE #**

1. First Reading – Policy JFABB; Admission of Exchange and Foreign Students 102-103

Current policy does not address the number of foreign exchange students that may attend a District school. The recommended revised policy clarifies the number of foreign exchange students that may enroll in District schools.

Recommendation: That the Governing Board approve the first reading of Policy JFABB; Admission of Exchange and Foreign Students.

Motion made by _____; seconded by _____

Mr. Chapman Mr. Del Palacio Ms. Madruga Mr. Moreno Mr. Villalon

2. Governing Board Resolution Regarding The Governor’s Budget Proposal 104-105

At the request of Governing Board President Steven Chapman, the Governing Board members are asked to consider and approve, if desired, the Governing Board Resolution Regarding The Governor’s Budget Proposal.

Recommendation: That the Governing Board consider and approve, if desired, the Governing Board Resolution Regarding The Governor’s Budget Proposal.

Motion made by _____; seconded by _____

Mr. Chapman Mr. Del Palacio Ms. Madruga Mr. Moreno Mr. Villalon

ADJOURNMENT

Motion made by _____; seconded by _____

The meeting was adjourned at _____.

SUMMARY OF AGENDA ITEM

DATE: March 10, 2015
TO: Dr. Lexi Cunningham and Governing Board Members
SUBJECT: Personnel Items

PURPOSE:

Administration seeks Governing Board approval of personnel actions.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The Governing Board has sole responsibility for personnel actions including, but not limited to, new hires, re-employment, contract revisions, position changes, leaves of absence, resignations, retirements, and terminations.

STUDENT, EMPLOYEE, AND/OR COMMUNITY BENEFIT:

The personnel action recommendations are in the best interest of the District and those that it serves.

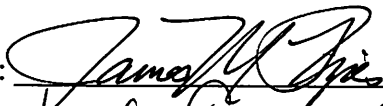
BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board approve/ratify the personnel recommendations.

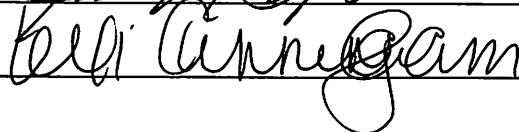
Submitted by: _____



Date: _____

3/3/2015

Approved by: _____



Date: _____

3-3-15

TUHSD HUMAN RESOURCES

To: Karyn Eubanks, Executive Assistant to the Superintendent and Governing Board
From: Michael Stewart, Human Resources Director
Date: February 26, 2015
Re: Personnel Items, Governing Board Meeting, **03/10/2015**

Please submit the following recommendations and ratifications for Governing Board approval.

PROFESSIONAL SERVICES STAFF

Employment of Personnel

Bounds, Patricia DO Student Information System Coordinator

Return from Medical Leave of Absence

Johns, Timothy WHS Plant Manager

CERTIFIED STAFF

Position Changes

Allen, David	CCHS	From Guest Teacher to Permanent Substitute
Antal, Richard	LJCHS	From Guest Teacher to Permanent Substitute
Schneider, James	SLHS	From Guest Teacher to Permanent Substitute
Garcia, Antonio	TUHS	From Guest Teacher to Permanent Substitute
Steger, Jeffery	WHS	From Guest Teacher to Permanent Substitute

Extra Duty Assignments – Department Chair

Carson, Joyce	TUHS	English
Chernyshova, Yana	TUHS	Foreign Language
Hernandez, Alex	TUHS	Performing and Visual Arts
Meana, Andrew	TUHS	Special Services
Meana, Sara	TUHS	Mathematics
Peacock, Rosie	TUHS	Reading
Richardson, Scott	TUHS	Physical Education
Rodriguez, Amira	TUHS	Science
Sobampo, Elena	TUHS	CTE
Wolochuk, Andrea	TUHS	Guidance
Woodman, Diane	TUHS	Social Studies
Burns, Michelle	UHS	Mathematics
Goman, Daniel	UHS	Social Studies
Naylor, John	UHS	Science
White, Natasha	UHS	English

Extra Duty Assignments

Gammon, Michelle	CCHS	Technology Cohort Quarterly Meeting
Klunk, Andrew	CCHS	Technology Cohort Quarterly Meeting
Malave, Joy	CCHS	Technology Cohort Quarterly Meeting
Mitchell, Jason	CCHS	Technology Cohort Quarterly Meeting
Newman, Jeff	CCHS	Technology Cohort Quarterly Meeting
Eaton, Heather	LJCHS	Technology Cohort Quarterly Meeting
Gregory, Michael	LJCHS	Technology Cohort Quarterly Meeting
Lauletta, Gwen	LJCHS	Technology Cohort Quarterly Meeting
Martinez, Rachel	LJCHS	Technology Cohort Quarterly Meeting
St. John, Patricia	LJCHS	Technology Cohort Quarterly Meeting
Turnbaugh, Lynette	LJCHS	Technology Cohort Quarterly Meeting
Virgen, Alam	LJCHS	Technology Cohort Quarterly Meeting
Dima, Valentina	SLHS	Technology Cohort Quarterly Meeting
Given, Diana	SLHS	Technology Cohort Quarterly Meeting
Haagensen, Joshua	SLHS	Technology Cohort Quarterly Meeting
Marshall, Tremane	SLHS	Technology Cohort Quarterly Meeting
Ramirez, Amanda	SLHS	Technology Cohort Quarterly Meeting
Roman, Victoria	SLHS	Title I Tutoring – English
Saldamando, Denise	SLHS	Site Homeless Liaison
Young, Bleshea	SLHS	Technology Cohort Quarterly Meeting
Brankel, Alicia	TUHS	Technology Cohort Quarterly Meeting
Carter, Sheila	TUHS	Technology Cohort Quarterly Meeting
Chernyshova, Yana	TUHS	Technology Cohort Quarterly Meeting
Loveland, Hope	TUHS	Technology Cohort Quarterly Meeting
Meana, Andrew	TUHS	Technology Cohort Quarterly Meeting
Meana, Sara	TUHS	Technology Cohort Quarterly Meeting
Rodriguez, Amira	TUHS	Technology Cohort Quarterly Meeting
Goman, Daniel	UHS	Title I Tutoring – Social Studies
McClellan, Susan	UHS	Technology Cohort Quarterly Meeting
Clemente, Kevin	WHS	Technology Cohort Quarterly Meeting
McDowell, Robert	WHS	Title I Tutoring – Mathematics
Nicoloff, Nicole	WHS	Title I Tutoring – Mathematics

Extra Section Assignment

Flavo, Cheryl	SLHS	Reading
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Coaches – Spring

Owen, Gregory	LJCHS	Assistant Baseball Coach
Bealer, Eric	TUHS	Athletic Trainer
Carlson, Aaron	TUHS	Varsity Boys Tennis Coach
Doyle, Colin	TUHS	Assistant Boys Tennis Coach
Fitzgerald, Erica	TUHS	Assistant Softball Coach
Gulick, Rosemary	TUHS	Varsity Girls Track Coach
Larm, Luke	TUHS	Assistant Softball Coach
Lauer, Scott	TUHS	Assistant Boys/Girls Track Coach
Masciulli, Sabrina	TUHS	Varsity Girls Tennis Coach
Medrano, Mark	TUHS	Assistant Baseball Coach
Pinkelman, Lexie	TUHS	Varsity Softball Coach

Richardson, Scott	TUHS	Varsity Baseball Coach
Riley, Patrick	TUHS	Varsity Boys Track Coach
Simons, Crystal	TUHS	Assistant Softball Coach
Thornton, James	TUHS	Assistant Baseball Coach
Wilke, Jason	TUHS	Weight Room Coordinator
Arenas, Steven	WHS	Assistant Baseball Coach

Coach Under Phased Retirement Program

Baker, Jimmy	TUHS	Assistant Boys/Girls Track Coach
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Medical Leave of Absence Request

Kindell, Brian (Intermittent)	CCHS	Math
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Return from Medical Leave of Absence

Ostrowski, Tiffany	SLHS	Guidance Advisor
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Resignations at End of Contract Period

Bohoney, Tyson	CCHS	Culinary Arts
Jones, Lauren	CCHS	Special Services
Shanahan, Shiloh	CCHS	English
Shriver, Brenda	LJCHS	Biology
Virgen, Alam	LJCHS	Mathematics

Job Abandonment

Bianco, Megan	CCHS	Nurse
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VOLUNTEERS

Volunteers

Ortega, Omar	LJCHS	Assistant Track Coach
Flick, David	TUHS	Assistant Baseball Coach

CLASSIFIED STAFF

Employment of Personnel

Castillo, Vivianna	LJCHS	Student Cafeteria Worker
Camacho, Elizabeth	DO	Substitute Bus Monitor
Norfleet, Nicole	DO	Substitute Bus Driver

Position Change

Murrell, Sabrina	DO	From Substitute Bus Driver to Bus Driver
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Location/Position Change

Garcia, Antonio	WHS	From Permanent Substitute (TUHS) to Technology Support Specialist II
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Coach – Spring

Castro, Ashlee TUHS Athletic Trainer

Medical Leave of Absence Request

Peaty, Michael DO Bus Driver

Return from Medical Leave of Absence

Marquez, Sara DO Bus Monitor

Resignations

Dixon, Carla DO Bus Monitor
Noah, Alexius DO Skilled Maintenance – Electrician
Ritter, Janice DO Bus Monitor

Ramirez, Elvira SLHS Clerical Support II – Attendance Clerk
Verdugo, Karla SLHS Cafeteria Cashier

Retirement

Rowell, Lina SLHS Clerical Support II – School Receptionist

Job Abandonment

Hernandez, Paul SLHS Behavior Specialist

Dismissal

Nelson, Frederick TUHS Security Guard

VOLUNTEERS**Volunteer**

Saune, Lucinda WHS Chaperone

SUMMARY OF AGENDA ITEM

DATE: March 10, 2015
TO: Dr. Lexi Cunningham and Governing Board Members
SUBJECT: Vouchers

PURPOSE:

Administration seeks Governing Board ratification of payroll vouchers 29-30 and expense vouchers 7076-7082.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

Pursuant to A.R.S. §15-321(G), "An order on a county school superintendent for a salary or other expense shall be signed by a majority of the governing board. An order for salary or other expense may be signed between board meetings if a resolution to that effect has been passed prior to the signing at the regular or special meeting of the governing board and the order is ratified by the board at the next regular or special meeting of the governing board."

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

Ratification of vouchers and/or journal entries ensures that timely payment of material, equipment, salaries, and services are made.

BUDGET IMPACT AND COSTS:

Payroll Vouchers: \$ 1,921,272.12
Expense Vouchers: \$ 1,271,675.96

RECOMMENDATION:

It is recommended that the Governing Board ratify payroll vouchers 29-30 and expense vouchers 7076-7082.

Submitted by: Christie Pizaro Date: 2/25/15
Approved by: Melaujin Date: 2.25.15

APPROVAL OF PAYROLL/EXPENSES VOUCHERS

RATIFY PAYROLL VOUCHERS:

Voucher	29	\$	1,920,766.03
Voucher	30		506.09
TOTAL			<u>\$ 1,921,272.12</u>

RATIFY EXPENSE VOUCHERS:

Voucher	7076	\$	269,962.01
Voucher	7077		230,307.29
Voucher	7078		397,463.72
Voucher	7079		115.60
Voucher	7080		161,530.39
Voucher	7081		122,724.03
Voucher	7082		89,572.92
TOTAL			<u>\$ 1,271,675.96</u>

SUMMARY OF AGENDA ITEM

DATE: March 10, 2015
TO: Dr. Lexi Cunningham and Governing Board Members
SUBJECT: Travel Requests

PURPOSE:

Administration seeks Governing Board approval of travel requests.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The Governing Board is responsible for approving out-of-state (staff and students) and in-state overnight (student) travel.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

As described on attachment.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board approve the travel requests from Sierra Linda High School and Westview High School.

Submitted by:

Lexi Marie Eubanks

Date:

3-3-15

Approved by:

Lexi Cunningham

Date:

3-3-15

TRAVEL REQUESTS

March 10, 2015

SCHOOL/DO	WHO	WHAT/WHEN/ WHERE	PURPOSE
Sierra Linda	Varsity Softball Team Head Coach Steve Reeser, Assistant Coaches Daniel Figueroa, Elizabeth Skousen, and Adelina Franciotti, and members of the team	Kingman Coca Cola Softball Tournament 03/13/15 – 03/14/15 Kingman, AZ	Compete in tournament.
Westview	Choir Director Lori Dixon, Chaperones Lucinda Saune, Melinda Schartz (pending fingerprint clearance), and Christina Sitze (pending fingerprint clearance), and choir students (Trip approval received on 04/08/14; adding chaperones)	Carnegie Hall Performance 03/26/15 – 03/30/15 New York City, NY	Perform with a professional symphony and other students from around the United States, see a Broadway musical performance, and tour parts of New York City.

SUMMARY OF AGENDA ITEM

DATE: March 10, 2015
TO: Dr. Lexi Cunningham and Governing Board Members
SUBJECT: Minutes – February 24, 2015 Regular Meeting

PURPOSE:

Administration seeks Governing Board approval of the February 24, 2015 Governing Board Regular Meeting minutes.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

Governing Board Policy BEDG states that the “Board will take action at a subsequent meeting to amend and/or approve ...” minutes.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

In accordance with Open Meeting laws, Governing Board meetings are recorded and transcribed for the benefit of the public who have an interest in the discussions of and actions taken by Governing Board members at scheduled Governing Board meetings.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board approve the February 24, 2015 Governing Board Regular Meeting minutes.

Submitted by: Karen Marie Eubank Date: 3-3-15
Approved by: Lexi Cunningham Date: 3-3-15



TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214

**GOVERNING BOARD MINUTES
REGULAR MEETING**

TUESDAY, FEBRUARY 24, 2015

DISTRICT ADMINISTRATIVE CENTER
9801 W. VAN BUREN STREET
TOLLESON, ARIZONA

The Tolleson Union High School District No. 214 Governing Board Meeting was called to order at 6:05 p.m. by Governing Board President Mr. Steven Chapman with the following members present: Ms. Corina Madruga, Mr. Vincent Moreno, and Mr. Freddie Villalon. Mr. Devin Del Palacio arrived at 6:10 p.m.

Pledge of Allegiance

Ms. Madruga led in reciting the Pledge of Allegiance.

Approval of the Regular Agenda

Mr. Moreno moved to approve the Regular Agenda; seconded by Ms. Madruga. In a roll call vote, the motion carried 4-0.

Celebrations

A. Athletes of the Month

The Athlete of the Month Program recognizes student athletes who exhibit exemplary sportsmanship, performance, leadership, and work ethic, both in the classroom and in a competitive environment. The following January Athletes of the Month were recognized:

Copper Canyon High School

Karen Peraza (Basketball) and Kenzo Hashinaka (Basketball)

La Joya Community High School

Classie Swope (Basketball) and Malik Williams (Basketball)

Sierra Linda High School

Jasmine Cardenas (Soccer) and Dominique Bradley (Basketball)

Tolleson Union High School

Jade Bravo (Soccer) and Ruben Mendez (Wrestling)

Westview High School

Saylair Grandon (Basketball) and Antonio Carbajal (Wrestling)

Recess of Regular Meeting

From 6:22 p.m. until 6:26 p.m.

Public Participation

In accordance with Governing Board Policy BEDH, the Governing Board President recognizes citizens who wish to address the Governing Board members. There were no requests.

Reports and Updates

Superintendent – Dr. Cunningham

- While juniors and seniors were not required to take the AIMS test, 63 students took the writing test and 16 students took the reading test. ADE has given direction for students in the classes of 2013 and 2014 who did not graduate because of the AIMS test. The District has identified 54 students from the class of 2013 and 51 students from the 2014 graduating class who did not receive diplomas due to not passing the AIMS requirement and will notify the former students and their parents about receiving a diploma. Until diplomas are prepared, students will receive a transcript indicating they met the requirements to graduate.
- Sierra Linda High School hosted the annual Junior High Leadership Day. More than 300 eighth grade students from the five feeder districts attended workshops that were planned and presented by District student leaders.
- Six members of the Copper Canyon High School boys' soccer team have been nominated by sectional coaches for either 1st or 2nd team.
- Thirty-two members of the Tolleson Union High School indoor percussion group are hard at work preparing their show, "Gravity," for the March 20 performance at Mesquite High School.
- University High School had their first student accepted to Scripps College, a liberal arts women's college located in Claremont, CA. Tuition and fees total over \$60,000 per year. Scripps is one of the schools that participates in QuestBridge, a non-profit program that links students with educational and scholarship opportunities at leading U.S. colleges and universities.
- La Joya Community High School AP Art Studio students' artwork is currently on display in the front office of the school.
- Westview High School is planning for their A⁺ visit in late March. A team of five will visit the campus for 1.5 days to learn more about the school. WHS will receive notification in April if they have been selected to be an A⁺ school.
- Dr. Cunningham reminded the Governing Board members to submit their résumé. Information will be used to create a short bio for each member which, along with their photo, will be added to the Governing Board webpage.
- Dr. Cunningham recognized State Representative Diego Espinoza. Mr. Espinoza represents District 19 and is a graduate of Tolleson Union High School.

Governing Board

- Ms. Madruga, Mr. Del Palacio, and Mr. Chapman spoke of the recent NASCAR visit to La Joya Community High School where driver Ruben Garcia, Jr. spoke to LJCHS students and extended their appreciation to Greg Fresquez of Phoenix International Raceway for the opportunity to showcase such an event in TUHSD and Mrs. Brandi Haskins, LJCHS Principal, for hosting the event.
- Ms. Madruga thanked Dr. Cunningham for joining other superintendents from around the State in the fight for education funding. In addition, Ms. Madruga publicly thanked State Representative Espinoza, State Representative Cardenas, and State Senator Contreras for fighting for TUHSD and education in general.
- Mr. Del Palacio mentioned he had attended a recent La Joya Community High School varsity men's basketball game.
- Mr. Chapman, a member of the Arizona Interscholastic Association's Legislative Council, thanked Assistant Superintendent John Speer and the schools' Athletic Directors for their assistance in providing information that will help him to make informed decisions.
- Several of the Governing Board members mentioned the District's Facebook page. Mr. Del Palacio spoke of two particular posts:
 - Employee Roy Macias who has 16 years of perfect attendance; four while he attended Tolleson Union High School and twelve as an employee of the District.
 - Westview High School, under the leadership of Dr. Michele Wilson, received the Silver Apple Award from the Beat the Odds organization.
- In addition to mentioning the Facebook page, Mr. Moreno also acknowledged the schools' webpages and two other forms of student-led communication – Copper Canyon High School's YouTube news and Sierra Linda High School's Daily Dawg Pound.

Approval of the Consent Agenda

Mr. Del Palacio moved to approve the Consent Agenda; seconded by Mr. Moreno. In a roll call vote, the motion carried 5-0.

Discussion/Action of Items(s) Previously Removed from the Consent Agenda

No items were removed.

CONSENT AGENDA * ITEMS

Human Resources *

A. Personnel Items

PROFESSIONAL STAFF

Medical Leave of Absence Request

Johns, Timothy	WHS	Plant Manager
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CERTIFIED STAFF

Employment of Personnel

Lebrecht, Adam	DO	Guest Teacher
Mealer-Baugh, Kristy	DO	Guest Teacher
Svrev, Joseph	DO	Guest Teacher
Toure, Abdel	DO	Guest Teacher

Extra Duty Assignments

Gilbert, Heather	CCHS	Game Worker
Malave, Joy	CCHS	Title I Curriculum Development

Guiney, Lindsay	LJCHS	Game Worker
Harding, Derek	LJCHS	Title I Tutoring – Mathematics
Lake, David	LJCHS	Title I Tutoring – Mathematics
Muller, Maryann	LJCHS	Unit Development – Algebra I
Sereno, Justin	LJCHS	Title I Tutoring – Mathematics
Virgen, Alam	LJCHS	Unit Development – Algebra I

Franciotti, Deanna	SLHS	Title I Curriculum Development
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Meana, Andrew	TUHS	Game Worker
Medrano, Mark	TUHS	Game Worker
Soto, Portia	TUHS	Title I Curriculum Development

Co-curricular Stipend

Trembly, Lynn	CCHS	Assistant Speech and Debate Sponsor
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Medical Leave of Absence Requests

Perry, Lisa	CCHS	Special Education
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Perez, Taylor	SLHS	Social Worker
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Kuehn, Deborah (Intermittent)	TUHS	CTE
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Return from Medical Leave of Absence

Perry, Lisa	CCHS	Special Education
<u>Coaches - Spring</u>		
Abrams, Richard	CCHS	Varsity Boys Tennis Coach
Arismendez, Elizardo	CCHS	Assistant Baseball Coach
Basford, Jessica	CCHS	Varsity Softball Coach
Bloomquist, Kathryn	CCHS	Assistant Softball Coach
Cleveland Jimerson, DeKenda	CCHS	Varsity Girls Track Coach
Huckins, Stephanie	CCHS	Assistant Softball Coach
Johnson, Curtis	CCHS	Athletic Trainer
Johnson, Geoff	CCHS	Assistant Softball Coach
LaPalm, Doug	CCHS	Assistant Baseball Coach
Lewis, Justin	CCHS	Varsity Baseball Coach
Matthews, Kelly	CCHS	Athletic Trainer
Schaefer, Cara	CCHS	Varsity Girls Tennis Coach
Sees, Jessica	CCHS	Assistant Softball Coach
Turner, Anika	CCHS	Assistant Boys Track Coach
Zimmerman, Nicole	CCHS	Assistant Softball Coach
Abel, Zeke	LJCHS	Assistant Baseball Coach
Beachy, Nathan	LJCHS	Varsity Softball Coach
Cienfuegos, Josephina	LJCHS	Assistant Softball Coach
Deleon, Molly	LJCHS	Assistant Softball Coach
Jacinto, Vanessa	LJCHS	Athletic Trainer
Lambert, Jacob	LJCHS	Varsity Boys Track Coach
Lefebvre, Roger	LJCHS	Varsity Boys Tennis Coach
Loughran, Lindsey	LJCHS	Athletic Trainer
Mitchell, Joshua	LJCHS	Weight Room Coordinator
Rowley, Vikky	LJCHS	Assistant Softball Coach
Schwylhart, William	LJCHS	Assistant Baseball Coach
Sciacchitano, Andrew	LJCHS	Assistant Softball Coach
Violette, Gerard	LJCHS	Varsity Baseball Coach
Wallace, Grace	LJCHS	Varsity Girls Tennis Coach
West, Scott	LJCHS	Assistant Softball Coach
Axman, Reid	SLHS	Assistant Boys/Girls Track Coach
Baldinelli, John	SLHS	Weight Room Coordinator
Bihn, William	SLHS	Varsity Boys Tennis Coach
Chinchilla, Christopher	SLHS	Assistant Baseball Coach
Ciesielczyk, Jacob	SLHS	Varsity Baseball Coach
Crow, Ross	SLHS	Assistant Boys/Girls Track Coach
Deibert, Alysha	SLHS	Assistant Girls Tennis Coach
Figuroa, Breezy	SLHS	Varsity Girls Tennis Coach
Figuroa, Daniel	SLHS	Assistant Softball Coach
Franciotti, Adelina	SLHS	Varsity Girls Track Coach
Gordon, Samantha	SLHS	Athletic Trainer
Love, Brandon	SLHS	Assistant Baseball Coach
Palange, Alfred	SLHS	Assistant Baseball Coach
Ramirez, Daniel	SLHS	Assistant Baseball Coach

Coaches - Spring (Continued)

Reeser, Steve	SLHS	Varsity Softball Coach
Skousen, Elizabeth	SLHS	Assistant Softball Coach
Sovinski, Katie	SLHS	Assistant Boys/Girls Track Coach
Trichan, James	SLHS	Varsity Boys Track Coach
Beadle, Dana	WHS	Assistant Softball Coach
Bower, Stephen	WHS	Assistant Boys/Girls Tennis Coach
Carroll, John	WHS	Assistant Boys Track Coach
Chaffee, William	WHS	Assistant Girls Track Coach
Clemente, Kevin	WHS	Weight Room Coordinator
Degerman, Trevor	WHS	Assistant Softball Coach
Dourisseau, Devin	WHS	Assistant Baseball Coach
Gorosics, Christopher	WHS	Athletic Trainer
Green, Courtney	WHS	Assistant Softball Coach
Harris, Benjamin	WHS	Varsity Boys Track Coach
Hysong, Anna Sue	WHS	Varsity Girls Track Coach
Irish, Robert John	WHS	Varsity Baseball Coach
Merklin, Sean	WHS	Assistant Softball Coach
Nicoloff, Sarah	WHS	Assistant Softball Coach
Rice, Trevor	WHS	Athletic Trainer
Valkingburg, Paul	WHS	Varsity Boys/Girls Tennis Coach
Wonner, Larry	WHS	Varsity Softball Coach

Coaching Resignations

McGloin, Peter	CCHS	Varsity Volleyball Coach
Guerra, Sienna Silva	WHS	Varsity Volleyball Coach

Resignation at End of Contract Term

Rimmasch, Kathryn	WHS	Foreign Language
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Retirement at End of Contract Term

Vialpando, Michael	LJCHS	CTE
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VOLUNTEERS

Coaches - Spring

Bloomquist, Tanner	CCHS	Assistant Softball Coach
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CLASSIFIED STAFF

Employment of Personnel

Guajardo, Lorena	CCHS	Behavior Specialist
Camacho, Elizabeth	DO	Substitute Bus Driver
Falcon, Mark	DO	Groundskeeper
Reynoso, Felicia	LJCHS	Instructional Assistant II
Patino, Subrina	SLHS	Security Guard
Thomas, Rachel	WHS	Instructional Assistant II

Position Changes

Croxton, Jeffrey	DO	From Bus Driver to Substitute Bus Driver
O'dle, Nathan	TUHS	From Security Guard to Behavior Specialist
Willbrand, LaWana	WHS	From Cafeteria Cashier to Instructional Assistant I

Site Change

Mason, Bonnie	CCHS	Cafeteria Cashier (from WHS)
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Medical Leave of Absence Requests

Garcia, Henry	DO	Skilled Maintenance
Fiorentino, Terry	DO	Bus Driver
Umstatt, John	DO	Bus Driver

Return from Medical Leaves of Absence

Garcia, Henry	DO	Skilled Maintenance
Fiorentino, Terry	DO	Bus Driver

Coaches - Winter

Uriz, Steven	CCHS	Assistant Wrestling Coach
Cejudo, Angel	TUHS	Assistant Wrestling Coach

Coaches - Spring

Felix, Kendrick	CCHS	Assistant Boys Track Coach
Jimerson, Mario	CCHS	Varsity Boys Track Coach
Martinez, Andrea	CCHS	Assistant Girls Track Coach
Montaño, Jesse	CCHS	Assistant Baseball Coach
Morales, Nathan	CCHS	Assistant Boys Track Coach
Jones, Marcus	LJCHS	Varsity Girls Track Coach
Erickson, Cassandra	SLHS	Athletic Trainer
Hightower, Devron	WHS	Assistant Baseball Coach
Kirby, Brian	WHS	Assistant Boys/Girls Tennis Coach

Resignations

Sullivan, Shannon	CCHS	Cafeteria Cashier
Devere-Chamberlain, Marc	DO	Bus Monitor
Braxton, Carron	WHS	Custodian II, Cafeteria

Job Abandonment

Galban, Raquel	SLHS	Cafeteria Cashier
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VOLUNTEERS**Coaches - Spring**

Hysong, Charles	WHS	Assistant Girls Track Coach
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Financial Services *

A. Vouchers

Prior to ratification at the Governing Board meeting, Governing Board members reviewed vouchers. Vouchers represent orders for payment of material, equipment, salaries, and services.

B. Donations

The following donations were received:

- Pepsico/Silicon Valley Community Foundation – \$2,000 – Funds for supplies for the Tolleson Union High School Robotics Club.
- Tolleson Gatorade Distribution Facility – \$450 – Gatorade for the Tolleson Union High School Track Program.

C. Electronic Vendor Payments

School districts are statutorily authorized through A.R.S. §15-304.A, to make payments to vendors when purchasing goods and/or services; either through a warrant or electronic method. The agreement allows the District to make same day payments to vendors that accept electronic payments.

Superintendent's Office *

A. Revised Minutes – January 27, 2015 Regular Meeting and Executive Session

All Governing Board Members were present.

B. First Amendment to Intergovernmental Agreement – City of Avondale

On January 28, 2014, the Governing Board approved an IGA with the City of Avondale for the District to install compound meters and backflow prevention devices at Westview High School by February 3, 2015. The City of Avondale has determined that the District will need additional time to complete the installation and has extended the termination date to August 31, 2015.

C. Transportation Agreement – Litchfield Elementary School District

The District is legally required to provide transportation for one student to Arizona Centers for Comprehensive Education and Like Skills. Litchfield Elementary School District is also legally required to provide transportation for at least one of its students to ACCEL. Entering into an agreement between the Districts allows for a savings of fuel, time, and personnel on behalf of TUHSD while LESD will receive a transportation credit for transporting an additional child.

D. Intergovernmental Agreement – City of Tolleson

Each year, the City of Tolleson and the District enter into an IGA for the summer swimming pool program at Tolleson Union High School. The District will retain sole responsibility for the management, maintenance, and control of the swimming pool during the term of the Agreement. The City will provide funding to help offset the costs associated with the operation of the swimming pool program.

INFORMATION/DISCUSSION ITEMS

1. Purchasing Department Update – Mrs. Cheryl Burt, Director

The Purchasing Department is responsible for developing and administering consistent, fair, and effective purchasing practices while providing service to Tolleson Union High School District schools, departments, vendors, and community. Mrs. Burt provided information on the purchasing process, including purchasing services, receiving and delivery, inventory management, and disposal.

ACTION/DISCUSSION ITEMS

1. Minutes – February 10, 2015 Regular Meeting

Mr. Villalon was excused from the meeting.

Mr. Del Palacio moved to approve the February 10, 2015 Governing Board Regular Meeting minutes; seconded by Mr. Moreno. In a roll call vote, the motion carried 4-0.

FORMAL ADJORNMENT OF REGULAR MEETING

Ms. Madruga moved to adjourn the Regular Meeting; seconded by Mr. Moreno. Mr. Chapman called the Regular Meeting of the Tolleson Union High School District Governing Board adjourned at 7:07 p.m.

Mr. Steven Chapman, Governing Board President

SUMMARY OF AGENDA ITEM

DATE: March 10, 2015
TO: Dr. Lexi Cunningham and Governing Board Members
SUBJECT: Employee Contract/Notice of Employment Language – 2015-2016

PURPOSE:

A. Contracts, Notices, Agreements

Administration seeks Governing Board approval of contract/notice of employment language for the 2015-2016 school year for:

- Certified Administrator or Professional Services Employment Contract
- Teacher's First Year Employment Contract
- Teacher's Employment Contract
- Certified Term Contract and Notice of Nonrenewal
- Guidance Advisor's Employment Contract
- Guidance Advisor Department Chair's Employment Contract
- Librarian's Employment Contract
- School Psychologist's Employment Contract
- Professional Staff Non-certificated Employment Contract (Social Worker/School Nurse RN)
- Marine Junior Reserve Officer Training Corps (MCJROTC) Instructor's Employment Contract
- Notice of Employment (At-Will Employment; Classified Staff)

B. Electronic Signature

Administration seeks Governing Board approval to affix an electronic signature stamp of the Governing Board President's and Vice President's signature on all employment contracts.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The Governing Board has sole responsibility for personnel actions, including contract language revisions. Employee contracts for the 2015-2016 school year were reviewed and revised by District Legal Counsel Cathleen Dooley of Udall Shumway.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

The contract language is in the best interest of the District and those whom it serves.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board approve (1) the 2015-2016 employment contract/notice of wage language, and (2) affixing an electronic signature stamp of the Governing Board President's and Vice President's signature on all employment contracts.

Submitted by: Karen Marie Erickson Date: 3-3-15
Approved by: Wili Cunningham Date: 3-3-15

**Tolleson Union High School District No. 214
CERTIFIED ADMINISTRATOR OR PROFESSIONAL
SERVICES EMPLOYMENT CONTRACT
2015-2016**

This Contract ("Contract") is entered into by Tolleson Union High School District No. 214 ("District") and _____ ("Employee").

1. District agrees to employ Employee as or in another capacity determined by the Superintendent pursuant to Policy GCK during fiscal year 2015-2016, commencing on _____, 2015 and ending on _____, 2016. The contract year for Employee 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 number of days covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Employee. Employee further recognizes and agrees that there may be times when the Employee's presence is required outside the normal work day and agrees that Employee shall be present without additional compensation beyond Employee's salary.

2. Employee's employment is conditioned upon the possession at all times of a valid Arizona certificate and/or other degree(s), license(s), or endorsement(s) as may be required by the Superintendent, by the job description, and/or as required as part of the job application for the position being offered upon satisfactory completion of any and all background checks and upon receipt of and maintenance of any fingerprint clearances or fingerprint cards that may be required. Employee agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board. Employee's employment may be terminated if these conditions are not satisfied. Should Employee be employed as a principal, Employee must specifically possess a valid Arizona principal certificate, SEI endorsement, and a valid fingerprint clearance card for the entire term of this Contract.

3. Employee understands and agrees that if Employee is required to maintain a fingerprint card or fingerprint clearance, and/or if Employee is required to maintain certain certificates, degrees, licenses, or endorsements for the position being offered, Employee is not entitled to compensation for any period during which such fingerprint clearance, certificates, degrees, licenses, and/or endorsements and/or approved area(s) is/are not maintained and in effect and 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. District may deduct funds mistakenly paid to Employee during such period from any other monies owed to Employee by District.

4. Should Employee's fingerprint clearance lapse during the term of the Contract or should the fingerprint clearance card be revoked for an appealable and non-violent offense, the District, in its sole discretion, may continue to employ Employee at the daily substitute teacher rate while Employee is awaiting fingerprint clearance. Employee shall be accompanied by a person having valid fingerprint clearance at all times when Employee is in the presence of students. In no event shall any part of the difference between the salary stated in the Contract and the daily substitute teacher rate be returned to Employee for the period in which Employee failed

to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

5. District agrees to pay Employee a Base Salary of \$_____ based upon a _____ Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. Employee understands and agrees that at the end of the 2014-2015 school year and the beginning of the 2015-2016 school year, Employee may need to be issued two separate paychecks to reflect that portion of work performed at the end of one contract year and that portion of work actually performed at the beginning of the new contract year, but that the balance of the salary listed above shall be divided into equal paychecks for the remainder of the fiscal year up until the last pay period should that pay period overlap into the 2016-2017 school year.

6. Employee acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 5 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE, if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2015-2016 fiscal year is less or becomes less than that authorized at the beginning of the 2014-2015 fiscal year; (2) the District fails to receive during the 2015-2016 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 12, 2015, the District anticipates receiving for use in the 2015-2016 fiscal year from the Arizona legislature or from any federal fund. The Employee 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. Should such reduced funding occur, the Governing Board may eliminate Employee's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

7. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2015-2016 is more than was assumed in the revenue projection in the preliminary budget or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Employee's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Employee in an amount not to exceed five percent (5%) of the Base Salary to supplement Employee's Base Salary during the fiscal year. The one time payment may be paid to Employee in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

8. Should Employee believe there is a mistake in Employee's salary, the Employee shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Employee does not notify the District within these thirty (30) days, Employee waives the right to additional amounts under the current Contract. If the Employee has received more money than the Employee is entitled for work performed, or if the Employee inadvertently receives a benefit at no cost for which the Employee would ordinarily be required to pay, the Employee shall, at the District's option (a) immediately repay any amount erroneously paid to the Employee or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Employee in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay

period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

9. Employee warrants the truth of all representations and statements made by Employee to District in connection with this Contract as well as those contained in Employee's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Employee recognizes that 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. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

10. If Employee is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Employee shall immediately report the arrest or charge to Employee's supervisor. Failure to do so shall result in immediate dismissal following an informal due process hearing.

11. Employee 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.

12. Employee recognizes that Employee has no right to continued employment beyond the term of this Contract and, further, has no right to a hearing prior to nonrenewal of this Contract for the 2015-2016 school year. If Employee is hired as a principal, this Contract shall be renewed unless Employee is provided with written notice on or before April 15, 2016 that the Contract shall not be renewed. If Employee was a continuing teacher in the District prior to being hired as an administrator, and if Employee is nonrenewed as an administrator for the 2016-2017 school year, Employee shall have the option of returning to the classroom at the rate of pay for a teacher with the same or similar education and experience.

13. If Employee resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Employee to disciplinary action by the State Board of Education and/or other state licensing boards. In addition, it may subject Employee to a civil suit under breach of contract and/or notification of abandonment of position to future employers upon request for information.

14. Employee recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Employee does not fulfill the obligations under this Contract. Employee and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single Employee are difficult to determine and, therefore, that it is appropriate to assess an amount certain as liquidated damages. Employee and District agree for the purposes of this paragraph, "resigning" and "resignation" shall include Employee retiring during the school year unless the retired Employee remains at the District under a "return to work plan" which serves to retain Employee in the District for the balance of the school year. Employee and District agree that the liquidated damages which may be assessed against Employee for resigning, with Governing Board

approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000).

15. 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, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

16. As additional consideration for Employee's services, the District will allow the Employee reasonable use of a designated District computer when the Employee is not on duty and the computer is not reserved for other District use, provided that the Employee agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination. To the extent that Employee's use increases the District's cost, the District shall require reimbursement from Employee.

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

18. Employee shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, or genetic code.

19. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This Contract shall further consist of and be subject to state and federal laws dealing with education, as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties

20. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

21. If Employee is a principal, principal shall be evaluated pursuant to A.R.S §15-503 through use of an evaluation system and instrument adopted and approved for use pursuant to A.R.S. §15-203(A)(38) in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the Contract is signed. Principal specifically agrees that the system and instrument adopted by the District and in effect as of the date of principal's first formal observation shall be the system and instrument used to evaluate principal for the remainder of the school year except, and to the extent, that any other modification of the evaluation system or instrument is required by law during the course of the year.

22. If, during the term of this Contract, Employee retires with the Arizona State Retirement System and returns to work, Employee's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. §38-766.01. The District shall

require Employee to pay the alternative contribution rate on behalf of Employee during the term of this Contract that are required to be paid pursuant to A.R.S. §38-766.02. Employee shall not accrue credited service, retirement benefits, or long term disability program benefits during the term of this Contract. In the event that the District terminates Employee or elects to non-renew Employee's Contract, Employee is not entitled to a hearing. If Employee also maintains a valid Arizona teaching certificate, this Contract is not subject to the relevant portions of Title 15 of the Arizona Revised Statutes regarding termination of a certificated teacher's employment.

23. By signing this Contract, Employee acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract. The execution of this Contract was authorized at a legally convened meeting of the Governing Board. This Contract cancels and supersedes all prior employment contracts between the parties. Employee, other than principal, must sign this Contract and return it to the District Human Resource's Office within fifteen (15) days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. Employee who is a principal must sign this Contract and return it to the District Human Resource's Office within thirty (30) days of receipt of this Contract. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the time period indicated above from the date the Contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Employee's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Employee to the District. Note: If a contract has not been transmitted to Employee by the end of the current school year, the transmittal of an electronic contract to the Employee prior to the start of the next school year shall be submitted to both the Employee's school district e-mail and the Employee's personal e-mail in order to notify Employee of the offer of contract. Employee shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Employee's failure to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Employee acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Employee's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

Tolleson Union High School District No. 214
TEACHER'S FIRST YEAR EMPLOYMENT CONTRACT
2015-2016

This Teacher Contract ("Contract") is entered into by Tolleson Union High School District No. 214 ("District") and _____ ("Teacher").

1. District agrees to employ Teacher ____ days during fiscal year 2015-2016, commencing on _____, 2015 and ending on _____, 2016. The contract year for Teacher 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 this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Teacher. Teacher will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Teacher's presence outside of the regular duty hours for which Teacher will receive no additional compensation.

2. Teacher's employment is conditioned upon the possession at all times of a valid Arizona teacher's certificate for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Teacher agrees to be "highly qualified" 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. Teacher agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Teacher's employment may be terminated if these conditions are not satisfied.

3. Teacher understands and agrees that Teacher is not entitled to compensation for any period during which such fingerprint clearance, certificate(s), and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect and, in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Teacher for work performed during such period, and District may deduct any of that compensation paid to Teacher attributable to such period from any other monies owed to Teacher by District.

In the sole discretion of the District, while Teacher is awaiting fingerprint clearance, certificate(s), and/or endorsement(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Teacher at the substitute teacher rate as long as Teacher is accompanied by a person holding a valid fingerprint card at all times when Teacher is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Teacher. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Teacher for the period in which Teacher failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Teacher a Base Salary of \$_____ based upon a _____ Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. 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, unless such change is brought about by the changes described in paragraphs 5, 6, 7, and 8.

If, during the term of this Contract, Teacher retires with the Arizona State Retirement System and returns to work, Teacher's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. §38-766.01. The District shall require Teacher to pay the alternative contribution rate on behalf of Teacher during the term of this Contract that are required to be paid pursuant to A.R.S. §38-766.02. Teacher shall not accrue credited service, retirement benefits, or long term disability program benefits during the term of this Contract. In the event that the District terminates Teacher for cause or elects to nonrenew Teacher's Contract, Teacher is not entitled to a hearing. If Teacher also maintains a valid Arizona teaching certificate, this Contract is not subject to the relevant portions of Title 15 of the Arizona Revised Statutes regarding termination of a certificated Teacher's employment.

5. In addition to salary, Teacher also shall receive performance pay if Teacher qualifies for such pay in accordance with the District's Performance Pay Plan and subject to any reduction in Classroom Site Funding as described in paragraph 6 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 and Certified Supplemental Salary Schedule. Teacher acknowledges that if Teacher resigns or engages in behavior in violation of state or federal law and/or District policies to the extent that Teacher is terminated or resigns in lieu of a recommendation that Teacher be terminated, this shall, in and of itself, be deemed to be a failure of Teacher to comply with the performance plan and, therefore, results in Teacher being entitled to no portion of the Classroom Site Fund performance pay. Teacher shall also receive such fringe benefits as the Governing Board approves for this fiscal year.

6. 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 Teacher's Base Salary or which will entitle Teacher to performance pay if the Teacher qualifies under the District's Performance Pay Plan. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Teacher 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. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Teacher's performance pay even if the eventualities listed in paragraph 7 below do not occur.

7. Teacher acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 4 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2015-2016 fiscal year is less or becomes less than that authorized at the beginning of the 2014-2015 fiscal year; (2) the District fails to receive during the 2015-2016 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not

receive funds that, as of April 12, 2015, the District anticipates receiving for use in the 2015-2016 fiscal year from the Arizona legislature or from any federal fund. The Teacher 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. Should such reduced funding occur, the Governing Board may eliminate Teacher's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

8. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2015-2016 is more than was assumed in the revenue projection in the preliminary budget, or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source, and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Teacher's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Teacher in an amount not to exceed five percent (5%) of the Base Salary to supplement Teacher's Base Salary during the fiscal year. The one time payment may be paid to Teacher in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

9. Should Teacher believe there is a mistake in Teacher's salary resulting in Teacher receiving less than what Teacher would be entitled under the salary schedule, the Teacher shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Teacher does not notify the District within these thirty (30) days, Teacher waives the right to additional amounts under the current Contract. If the Teacher has received more money than the Teacher is entitled for work performed, or if the Teacher inadvertently receives a benefit at no cost for which the Teacher would ordinarily be required to pay, the Teacher shall, at the District's option (a) immediately repay any amount erroneously paid to the Teacher or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Teacher in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

10. Teacher shall be evaluated pursuant to A.R.S §15-537 through use of an evaluation system and instrument adopted and approved for use pursuant to A.R.S. §15-203(A)(38) in effect at the time of evaluation even though it may differ from the evaluation system that is in place at the time the Contract is signed. Teacher specifically agrees that the system and instrument adopted by the District and in effect as of the date of Teacher's first formal observation shall be the system and instrument used to evaluate Teacher for the remainder of the school year except, and to the extent, that any other modification of the evaluation system or instrument is required by law during the course of the year.

11. Teacher understands and agrees that if Teacher is a continuing teacher as defined in A.R.S. §15-538.01, but who has been designated in the lowest performance classification for the current school year, then Teacher shall become a probationary teacher for the subsequent school year and shall remain a probationary teacher until Teacher is either designated in one of

the two highest categories or is dismissed or nonrenewed following an unsuccessful completion of a sixty (60) school day improvement plan.

12. Teacher understands and agrees that pursuant to A.R.S. §15-537, Teacher may be transferred to a different school within the District or may be precluded from transferring to a different school within the District depending, in part, upon the classification of the Teacher. Any transfer of a Teacher to a different school, a different class, or a different subject area is solely within the discretion of the District in compliance with A.R.S. §15-537 and Policy GCK.

13. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with this Contract as well as those contained in the Teacher's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Teacher recognizes that 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. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

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

15. Teacher agrees to teach such grade, grades, or subjects as the Teacher may be assigned to teach. Teacher understands and agrees that there will be occasions requiring Teacher's presence outside of the regular duty hours, and Teacher will be present and perform any assigned duties, any such duties being part of Teacher's obligations under this Contract. Teacher 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.

16. Pursuant to A.R.S. §15-545, if Teacher resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Teacher to disciplinary action by the State Board of Education, up to and including suspension or revocation of the teaching certificate.

17. Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Teacher does not fulfill the obligations under this Contract. Teacher and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single teacher, are difficult to determine, and therefore, that it is appropriate to assess an amount certain as liquidated damages. Teacher and District agree for the purposes of this paragraph, "resigning" and "resignation" shall include Teacher retiring during the school year unless the retired teacher remains in the classroom under a "return to work plan" which serves to retain Teacher in the classroom for the balance of the school year. Teacher and District agree that the liquidated damages which may be assessed against Teacher for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000.00). Furthermore, 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 Teacher shall be entitled to no portion of any funds. By entering into this Contract, Teacher agrees that the 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 money due and owing to Teacher, whether from amortized salary, from earned but unpaid performance pay from a prior year, or from any other source but not to exceed the amount which may be deducted under the Federal Wage Garnishment.

18. To the extent appropriate for the occasion, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and professional development activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

19. As additional consideration for Teacher's services, the District will allow the Teacher reasonable use of a designated District computer when the Teacher is not on duty and the computer is not reserved for other District use, provided that the Teacher agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination. To the extent that Teacher's use increases the District's cost, the District shall require reimbursement from Teacher.

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

21. Teacher is hereby notified pursuant to Arizona Administrative Code R7-2-613J that continued employment is expressly conditioned upon teacher possessing either a Structured English Immersion Endorsement, a full English as a Second Language Endorsement, or a full Bilingual Endorsement.

22. Teacher shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, or genetic code.

23. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This Contract shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

24. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

25. **FOR ALL PROBATIONARY TEACHERS,**¹ the District may choose to not reemploy Teacher for a subsequent term without provision of hearing where District has complied with all applicable notice provisions required by A.R.S. §15-536 and, when applicable, §15-538.

26. On or before the first day of work specified in Paragraph 1, as an initial hire:

- A. If Teacher does not presently possess a regular Arizona Teaching Certificate, Teacher shall have filed, no later than the return of this contract, an application for certification with the Arizona Department of Education and filed the required supporting documentation and the conditional certificate with the County School Superintendent. The regular certificate must be issued to Teacher and presented to District within three (3) months of the date of commencing employment.
- B. Teacher shall have secured either highly qualified status or a provisional status license. If Teacher has a provisional license and fails to become highly qualified on or before February 15, 2016, this Contract shall be nonrenewed for the reason that Teacher has failed to become highly qualified. This notice shall comply with all legal provisions of nonrenewal without need for any further notification or process as required by A.R.S. §15-536 *et seq.*
- C. District shall have received a positive response from the background investigations/reference checks.
- D. Teacher shall provide District with documentation demonstrating lawful work authorization status.
- E. Teacher shall provide the District proof of immunization for Rubella or Rubeola unless Teacher is subject to one of the exceptions in District policy GBGC and GBGCA.
- F. Initial hire Teachers may be given less than fifteen (15) business days in which to return this contract. Notwithstanding the deadline set out in Paragraph 27 of this Contract, Initial hire Teachers must return this contract within five (5) days.

27. Teacher must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from the date the Contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the teacher's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Teacher to the District. Note: If a contract has not been transmitted to Teacher by the end of the current school year, the transmittal of an electronic contract to the Teacher prior to the start of the next school year shall be submitted to

¹ Probationary Teacher – a Teacher who has not been employed by the District for more than the major portion of three (3) consecutive school years or who has been returned to probationary status pursuant to A.R.S. §15-536(D). This includes all Initial Hire teachers.

both the Teacher's District e-mail and the Teacher's personal e-mail in order to notify Teacher of the offer of contract. Teacher shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Teacher's failure to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Teacher acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Teacher's Signature

_____ _____
Date Contract Issue Date

Governing Board President

Governing Board Vice President

**Tolleson Union High School District No. 214
TEACHER'S EMPLOYMENT CONTRACT
2015-2016**

This Teacher Contract ("Contract") is entered into by Tolleson Union High School District No. 214 ("District") and _____ ("Teacher").

1. District agrees to employ Teacher ____ days during fiscal year 2015-2016, commencing on _____, 2015 and ending on _____, 2016. The contract year for Teacher 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 this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Teacher. Teacher will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Teacher's presence outside of the regular duty hours for which Teacher will receive no additional compensation.

2. Teacher's employment is conditioned upon the possession at all times of a valid Arizona teacher's certificate for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Teacher agrees to be "highly qualified" 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. Teacher agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Teacher's employment may be terminated if these conditions are not satisfied.

3. Teacher understands and agrees that Teacher is not entitled to compensation for any period during which such fingerprint clearance, certificate(s), and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect and, in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Teacher for work performed during such period, and District may deduct any of that compensation paid to Teacher attributable to such period from any other monies owed to Teacher by District.

In the sole discretion of the District, while Teacher is awaiting fingerprint clearance, certificate(s), and/or endorsement(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Teacher at the substitute teacher rate as long as Teacher is accompanied by a person holding a valid fingerprint card at all times when Teacher is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Teacher. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Teacher for the period in which Teacher failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Teacher a Base Salary of \$_____ based upon a _____ Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. 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, unless such change is brought about by the changes described in paragraphs 5, 6, 7, and 8.

If, during the term of this Contract, Teacher retires with the Arizona State Retirement System and returns to work, Teacher's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. §38-766.01. The District shall require Teacher to pay the alternative contribution rate on behalf of Teacher during the term of this Contract that are required to be paid pursuant to A.R.S. §38-766.02. Teacher shall not accrue credited service, retirement benefits, or long term disability program benefits during the term of this Contract. In the event that the District terminates Teacher for cause or elects to nonrenew Teacher's Contract, Teacher is not entitled to a hearing. If Teacher also maintains a valid Arizona teaching certificate, this Contract is not subject to the relevant portions of Title 15 of the Arizona Revised Statutes regarding termination of a certificated Teacher's employment.

5. In addition to salary, Teacher also shall receive performance pay if Teacher qualifies for such pay in accordance with the District's Performance Pay Plan and subject to any reduction in Classroom Site Funding as described in paragraph 6 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 and Certified Supplemental Salary Schedule. Teacher acknowledges that if Teacher resigns or engages in behavior in violation of state or federal law and/or District policies to the extent that Teacher is terminated or resigns in lieu of a recommendation that Teacher be terminated, this shall, in and of itself, be deemed to be a failure of Teacher to comply with the performance plan and, therefore, results in Teacher being entitled to no portion of the Classroom Site Fund performance pay. Teacher shall also receive such fringe benefits as the Governing Board approves for this fiscal year.

6. 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 Teacher's Base Salary or which will entitle Teacher to performance pay if the Teacher qualifies under the District's Performance Pay Plan. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Teacher 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. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Teacher's performance pay even if the eventualities listed in paragraph 7 below do not occur.

7. Teacher acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 4 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2015-2016 fiscal year is less or becomes less than that authorized at the beginning of the 2014-2015 fiscal year; (2) the District fails to receive during the 2015-2016 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not

receive funds that, as of April 12, 2015, the District anticipates receiving for use in the 2015-2016 fiscal year from the Arizona legislature or from any federal fund. The Teacher 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. Should such reduced funding occur, the Governing Board may eliminate Teacher's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

8. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2015-2016 is more than was assumed in the revenue projection in the preliminary budget, or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source, and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Teacher's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Teacher in an amount not to exceed five percent (5%) of the Base Salary to supplement Teacher's Base Salary during the fiscal year. The one time payment may be paid to Teacher in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

9. Should Teacher believe there is a mistake in Teacher's salary resulting in Teacher receiving less than what Teacher would be entitled under the salary schedule, the Teacher shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Teacher does not notify the District within these thirty (30) days, Teacher waives the right to additional amounts under the current Contract. If the Teacher has received more money than the Teacher is entitled for work performed, or if the Teacher inadvertently receives a benefit at no cost for which the Teacher would ordinarily be required to pay, the Teacher shall, at the District's option (a) immediately repay any amount erroneously paid to the Teacher or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Teacher in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

10. Teacher shall be evaluated pursuant to A.R.S §15-537 through use of an evaluation system and instrument adopted and approved for use pursuant to A.R.S. §15-203(A)(38) in effect at the time of evaluation even though it may differ from the evaluation system that is in place at the time the Contract is signed. Teacher specifically agrees that the system and instrument adopted by the District and in effect as of the date of Teacher's first formal observation shall be the system and instrument used to evaluate Teacher for the remainder of the school year except, and to the extent, that any other modification of the evaluation system or instrument is required by law during the course of the year.

11. Teacher understands and agrees that if Teacher is a continuing teacher as defined in A.R.S. §15-538.01, but who has been designated in the lowest performance classification for the current school year, then Teacher shall become a probationary teacher for the subsequent school year and shall remain a probationary teacher until Teacher is either designated in one of

the two highest categories or is dismissed or nonrenewed following an unsuccessful completion of a sixty (60) school day improvement plan.

12. Teacher understands and agrees that pursuant to A.R.S. §15-537, Teacher may be transferred to a different school within the District or may be precluded from transferring to a different school within the District depending, in part, upon the classification of the Teacher. Any transfer of a Teacher to a different school, a different class, or a different subject area is solely within the discretion of the District in compliance with A.R.S. §15-537 and Policy GCK.

13. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with this Contract as well as those contained in the Teacher's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Teacher recognizes that 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. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

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

15. Teacher agrees to teach such grade, grades, or subjects as the Teacher may be assigned to teach. Teacher understands and agrees that there will be occasions requiring Teacher's presence outside of the regular duty hours, and Teacher will be present and perform any assigned duties, any such duties being part of Teacher's obligations under this Contract. Teacher 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.

16. Pursuant to A.R.S. §15-545, if Teacher resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Teacher to disciplinary action by the State Board of Education, up to and including suspension or revocation of the teaching certificate.

17. Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Teacher does not fulfill the obligations under this Contract. Teacher and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single teacher, are difficult to determine, and therefore, that it is appropriate to assess an amount certain as liquidated damages. Teacher and District agree for the purposes of this paragraph, "resigning" and "resignation" shall include Teacher retiring during the school year unless the retired teacher remains in the classroom under a "return to work plan" which serves to retain Teacher in the classroom for the balance of the school year. Teacher and District agree that the liquidated damages which may be assessed against Teacher for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000.00). Furthermore, 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 Teacher shall be entitled to no portion of any funds. By entering into this Contract, Teacher agrees that the 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 money due and owing to Teacher, whether from amortized salary, from earned but unpaid performance pay from a prior year, or from any other source but not to exceed the amount which may be deducted under the Federal Wage Garnishment.

18. To the extent appropriate for the occasion, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and professional development activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

19. As additional consideration for Teacher's services, the District will allow the Teacher reasonable use of a designated District computer when the Teacher is not on duty and the computer is not reserved for other District use, provided that the Teacher agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination. To the extent that Teacher's use increases the District's cost, the District shall require reimbursement from Teacher.

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

21. Teacher is hereby notified pursuant to Arizona Administrative Code R7-2-613J that continued employment is expressly conditioned upon teacher possessing either a Structured English Immersion Endorsement, a full English as a Second Language Endorsement, or a full Bilingual Endorsement.

22. Teacher shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, or genetic code.

23. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This Contract shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

24. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

25. **FOR ALL PROBATIONARY TEACHERS,**¹ the District may choose to not reemploy Teacher for a subsequent term without provision of hearing where District has complied with all applicable notice provisions required by A.R.S. §15-536 and, when applicable, §15-538.

26. As a Teacher (other than an initial hire teacher) who has received this Contract prior to the end of the present contract year, Teacher acknowledges that Teacher has reasonable assurance of employment with the District for the 2015-2016 school year. Teacher, therefore, acknowledges that Teacher is not qualified to receive unemployment insurance over the summer months unless Teacher has received a reduction in force notice, an intent to nonrenew, or been terminated pursuant to statute. Teacher specifically agrees, and by Teacher's signature below, acknowledges that should Teacher apply for and receive unemployment insurance in direct contravention of this paragraph, District may deduct the amount of any unemployment insurance it is required to pay from Teacher's salary, not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay day until the amount of the unemployment insurance paid by the District is repaid in full.

27. Teacher must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from the date the Contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the teacher's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Teacher to the District. Note: If a contract has not been transmitted to Teacher by the end of the current school year, the transmittal of an electronic contract to the Teacher prior to the start of the next school year shall be submitted to both the Teacher's District e-mail and the Teacher's personal e-mail in order to notify Teacher of the offer of contract. Teacher shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Teacher's failure to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Teacher acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

¹ Probationary Teacher – a Teacher who has not been employed by the District for more than the major portion of three (3) consecutive school years or who has been returned to probationary status pursuant to A.R.S. §15-536(D). This includes all Initial Hire teachers.

Teacher's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

**Tolleson Union High School District No. 214
CERTIFIED TERM CONTRACT AND NOTICE OF NONRENEWAL
2015-2016**

This Teacher Contract ("Contract") is entered into by Tolleson Union High School District No. 214 ("District") and _____ ("Teacher").

1. Teacher is entering into a term contract, which means that the Contract is specifically being nonrenewed pursuant to A.R.S. §15-536 for one or more of the following reasons: The position is grant funded and is not expected to be renewed; Teacher is replacing a teacher on sabbatical, on military leave, or on long term medical leave, and who is expected to return for the 2015-2016 school year; Teacher was hired after the school year began precluding the District from having sufficient time to evaluate Teacher; Teacher has not yet become highly qualified and must become highly qualified prior to __/__/__ or will not be renewed; Teacher does not have a valid and appropriate certificate and must secure it prior to __/__/__ or will not be renewed; Teacher does not have SEI endorsement and must secure it prior to __/__/__ or will not be renewed. The reason stated is not based on classroom performance and Teacher is not entitled to be placed on a performance plan. No further notice of nonrenewal shall be required. Teacher specifically acknowledges that no additional notice or action by the Governing Board is necessary to not renew this Contract. Teacher may choose to submit an application to the District to be hired for the 2016-2017 school year.

_____ Teacher must initial that the Teacher has read the paragraph above, understands it, and specifically agrees to its terms.

2. District agrees to employ Teacher for _____ days during fiscal year 2015-2016, commencing on _____, 2015 and ending on _____, 2016. The contract year for Teacher 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 this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Teacher. Teacher will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Teacher's presence outside of the regular duty hours for which Teacher shall receive no additional compensation.

3. Teacher's employment is conditioned upon the possession at all times of a valid Arizona teacher's certificate for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Teacher agrees to be "highly qualified" 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, unless Teacher has been given a temporary waiver pursuant to Paragraph 1 above. Teacher agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Teacher's employment may be terminated if these conditions are not satisfied.

4. Unless specifically waived in Paragraph 1 above, Teacher understands and agrees that Teacher is not entitled to compensation for any period during which such fingerprint clearance, certificate(s), and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Teacher for work performed during such period and District may deduct any of the compensation mistakenly paid to Teacher attributable to such period from any other monies owed to Teacher by District.

In the sole discretion of the District, while Teacher is awaiting fingerprint clearance, certificate(s), and/or endorsements(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, employ Teacher at the substitute teacher rate, so long as Teacher is accompanied by a person holding a valid fingerprint card at all times when Teacher is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Teacher. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Teacher for the period in which Teacher failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

5. District agrees to pay Teacher a Base Salary of \$_____ based upon a _____ Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. If Teacher is employed after the start of the school year, the salary listed above shall be prorated. 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 unless such change is brought about by the changes described in paragraphs 6, 7, 8, and 9. Teacher understands and agrees that the first paycheck Teacher receives for the year will reflect only the days actually worked as of the date of the first paycheck. Thereafter, the balance of the salary listed above shall be paid in equal pays for the balance of the contract as indicated by the Teacher's annualized pay decision.

If, during the term of this Contract, Teacher retires with the Arizona State Retirement System and returns to work, Teacher's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. §38-766.01. The District shall require Teacher to pay the alternative contribution rate on behalf of Teacher during the term of this Contract that are required to be paid pursuant to A.R.S. §38-766.02. Teacher shall not accrue credited service, retirement benefits, or long term disability program benefits during the term of this Contract. In the event that the District terminates Teacher for cause or elects to nonrenew Teacher's Contract, Teacher is not entitled to a hearing. If Teacher also maintains a valid Arizona teaching certificate, this Contract is not subject to the relevant portions of Title 15 of the Arizona Revised Statutes regarding termination of a certificated teacher's employment.

6. In addition to salary, Teacher also shall receive performance pay if Teacher qualifies for such pay in accordance with the District's Performance Pay Plan and subject to any reduction in Classroom Site Funding as described in paragraph 7 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 and Certified Supplemental Salary Schedule. Teacher acknowledges that if Teacher resigns or engages in behavior in violation of state or federal law and/or District policies to the extent that Teacher is terminated or resigns in lieu of a

recommendation that Teacher be terminated, this shall, in and of itself, be deemed to be a failure of Teacher to comply with the performance plan and, therefore, results in Teacher being entitled to no portion of the Classroom Site Fund performance pay. Teacher shall also receive such fringe benefits as the Governing Board approves for this fiscal year.

7. 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 Teacher's Base Salary or which will entitle Teacher to performance pay if the Teacher qualifies under the District's Performance Pay Plan. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Teacher 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. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Teacher's performance pay even if the eventualities listed in paragraph 8 below do not occur.

8. Teacher acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 5 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE, if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2015-2016 fiscal year is less or becomes less than that authorized at the beginning of the 2014-2015 fiscal year; (2) the District fails to receive during the 2015-2016 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 12, 2015, the District anticipates receiving for use in the 2015-2016 fiscal year from the Arizona legislature or from any federal fund. The Teacher 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. Should such reduced funding occur, the Governing Board may eliminate Teacher's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

9. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2015-2016 is more than was assumed in the revenue projection in the preliminary budget, or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source, and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Teacher's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Teacher in an amount not to exceed five percent (5%) of the Base Salary to supplement Teacher's Base Salary during the fiscal year. The one time payment may be paid to Teacher in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

10. Should Teacher believe there is a mistake in Teacher's salary resulting in Teacher receiving less than what Teacher would be entitled under the salary schedule, the Teacher shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Teacher does not notify the District within these thirty (30) days, Teacher waives the right to additional amounts under the current Contract. If the Teacher has received more money than the Teacher is entitled for work performed, or if the Teacher

inadvertently receives a benefit at no cost for which the Teacher would ordinarily be required to pay, the Teacher shall, at the District's option (a) immediately repay any amount erroneously paid to the Teacher or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Teacher in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

11. Teacher shall be evaluated pursuant to A.R.S. §15-537 through use of an evaluation system and instrument adopted and approved for use pursuant to A.R.S. §15-203(A)(38) in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the contract is signed. Teacher specifically agrees that the system and instrument adopted by the District and in effect as of the date of Teacher's first formal observation shall be the system and instrument used to evaluate Teacher for the remainder of the school year except, and to the extent, that any other modification of the evaluation system or instrument is required by law during the course of the year.

12. Teacher understands and agrees that pursuant to A.R.S. §15-537, Teacher may be transferred to a different school within the District or may be precluded from transferring to a different school within the District depending, in part, upon the classification of the Teacher. Any transfer of a Teacher to a different school, a different class, or a different subject area is solely within the discretion of the District in compliance with A.R.S. §15-537 and Policy GCK.

13. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with this Contract as well as those contained in the Teacher's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Teacher recognizes that 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. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

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

15. Teacher agrees to teach such grade, grades, or subjects as the Teacher may be assigned to teach. Teacher understands and agrees that there will be occasions requiring Teacher's presence outside of the regular duty hours, and Teacher will be present and perform any assigned duties, any such duties being part of Teacher's obligations under this contract. Teacher 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.

16. Pursuant to A.R.S. §15-545, if Teacher resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject

Teacher to disciplinary action by the State Board of Education, up to and including suspension or revocation of the teaching certificate.

17. Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Teacher does not fulfill the obligations under this Contract. Teacher and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single teacher, are difficult to determine and, therefore, that it is appropriate to assess an amount certain as liquidated damages. Teacher and District agree for the purposes of this paragraph, “resigning” and “resignation” shall include Teacher retiring during the school year unless the retired teacher remains in the classroom under a “return to work plan” which serves to retain Teacher in the classroom for the balance of the school year. Teacher and District agree that the liquidated damages which may be assessed against Teacher for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000.00). Furthermore, 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 Teacher shall be entitled to no portion of any funds. By entering into this Contract, Teacher agrees that the 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 money due and owing to Teacher whether from amortized salary, from earned but unpaid performance pay from a prior year, or from any other source, but not to exceed the amount which may be deducted under the Federal Wage Garnishment.

18. To the extent appropriate for the occasion, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and professional development activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

19. As additional consideration for Teacher’s services, the District will allow the Teacher reasonable use of a designated District computer when the Teacher is not on duty and the computer is not reserved for other District use provided that the Teacher agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination. To the extent that Teacher’s use increases the District’s cost, the District shall require reimbursement from Teacher.

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

21. Teacher is hereby notified pursuant to Arizona Administrative Code R7-2-613J that continued employment is expressly conditioned upon teacher possessing either a Structured English Immersion Endorsement, a full English as a Second Language Endorsement, or a full Bilingual Endorsement, unless Teacher has been given a temporary waiver pursuant to Paragraph 1 above.

22. Teacher shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person’s sex, race, religion, color, national origin, age, disability, veteran’s status, political affiliation, or genetic code.

23. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This Contract shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

24. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

25. **FOR ALL PROBATIONARY TEACHERS,**¹ the District may choose to not reemploy Teacher for a subsequent term without provision of hearing where District has complied with all applicable notice provisions required by A.R.S. §15-536 and, when applicable, §15-538.

26. **FOR ALL INITIAL HIRES,**² on or before the first day of work specified in Paragraph 1, as an initial hire:

- A. If Teacher does not presently possess a regular Arizona Teaching Certificate, Teacher shall have filed, no later than the return of this Contract, an application for certification with the Arizona Department of Education and filed the required supporting documentation and the conditional certificate with the County School Superintendent. The regular certificate must be issued to Teacher and presented to District within three (3) months of the date of commencing employment.
- B. Teacher shall have secured either highly qualified status or a provisional status license. If Teacher has a provisional license and fails to become highly qualified on or before February 15, 2016, this Contract shall be nonrenewed for the reason that Teacher has failed to become highly qualified. This notice shall comply with all legal provisions of nonrenewal without need for any further notification or process as required by A.R.S. §15-536 *et eq.*
- C. District shall have received a positive response from the background investigations/reference checks.
- D. Teacher shall provide District with documentation demonstrating lawful work authorization status.
- E. Teacher shall provide the District proof of immunization for Rubella or Rubeola unless Teacher is subject to one of the exceptions in District policy GBGC and GBGCA.
- F. Initial hire Teachers may be given less than fifteen (15) business days in which to return this Contract. Initial hire must return this Contract within five (5) working days.

¹ Probationary Teacher – a Teacher who has not been employed by the District for more than the major portion of three (3) consecutive school years or who has been returned to probationary status pursuant to A.R.S. §15-536(D). This includes all Initial Hire teachers.

² Initial Hire – a Teacher who is employed by the District as a new hire entering into a first Teacher contract with the District or a Teacher who failed to return a contract within the time limit specified but who desires to be employed by the District.

27. Teacher must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from the date the Contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Teacher's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Teacher to the District.

By signing this Contract, Teacher acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Employee's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

Tolleson Union High School District No. 214
GUIDANCE ADVISOR'S EMPLOYMENT CONTRACT
2015-2016

This Guidance Advisor Contract ("Contract") is entered into by Tolleson Union High School District No. 214 ("District") and _____ ("Advisor").

1. District agrees to employ Advisor for _____ days during fiscal year 2015-2016. The Contract year for Advisor shall be in accordance with the official calendar adopted by the Governing Board and shall include: 1) a period of ___ work days beginning _____, 2015 and ending on _____, 2016, and 2) the remaining six (6) work days shall be performed in the following manner: ___ () days before all teachers report back to work and ___ () days after the last day of school for all teachers. 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 this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Advisor. Advisor will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Advisor's presence outside of the regular duty hours.

2. Advisor's employment is conditioned upon the possession at all times of a valid Arizona Guidance Counselor certificate for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Advisor agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Advisor's employment may be terminated if these conditions are not satisfied.

3. Advisor understands and agrees that Advisor is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Advisor for work performed during such period and District may deduct any of that compensation paid to Advisor attributable to such period from any other monies owed to Advisor by District.

In the sole discretion of the District, while Advisor is awaiting fingerprint clearance, certificate(s), and/or endorsements(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Advisor at the substitute teacher rate, so long as Advisor is accompanied by a person holding a valid fingerprint card at all times when Advisor is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Advisor. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Advisor for the period in which Advisor failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Advisor a Base Salary of \$_____ based upon a _____ Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. 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, unless such change is brought about by the changes listed in this paragraph and paragraphs 5, 7, 8, and 9. Advisor understands and agrees that the first paycheck Advisor receives for the year will reflect only the days actually worked as of the date of the first paycheck. Thereafter, the balance of the salary listed above shall be paid in equal pays for the balance of the contract as indicated by the Advisor's annualized pay decision.

If, during the term of this Contract, Advisor retires with the Arizona State Retirement System and returns to work, Advisor's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. §38-766.01. The District shall require Advisor to pay the alternative contribution rate on behalf of Advisor during the term of this Contract that are required to be paid pursuant to A.R.S. §38-766.02. Advisor shall not accrue credited service, retirement benefits, or long term disability program benefits during the term of this Contract. In the event that the District terminates Advisor for cause or elects to non-renew Advisor's Contract, Advisor is not entitled to a hearing. If Advisor also maintains a valid Arizona teaching certificate, this Contract is not subject to the relevant portions of Title 15 of the Arizona Revised Statutes regarding termination of a certificated teacher's employment.

5. In the event that Advisor possesses a valid Arizona teaching certificate, 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 Advisor's Base Salary or which will entitle Advisor to performance pay if the Advisor qualifies under the District's performance pay plan and Arizona law. Advisor expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Advisor 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. If Advisor does not have a valid Arizona teaching certificate, this paragraph does not apply.

6. Advisor and the District agree that should Advisor not hold and maintain an Arizona teaching certificate, the Governing Board, in its sole discretion, may choose to provide the Advisor with an amount equal to the amount of performance pay received by certificated Advisors so long as Advisor meets all other requirements for the receipt of performance pay under the District's performance pay plan and so long as Advisor is eligible for a portion of the 40% funding under A.R.S. §15-977(H)(1), (3), and (5).

7. 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 Advisor's Base Salary should Advisor be eligible to receive such supplemental funding or which will entitle Advisor to performance pay if the Advisor qualifies under the District's Performance Pay Plan. Advisor expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Advisor's 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. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Advisor's performance pay even if the eventualities listed in paragraph 8 below do not occur.

8. Advisor acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 5 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE, if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2015-2016 fiscal year is less or becomes less than that authorized at the beginning of the 2014-2015 fiscal year; (2) the District fails to receive during the 2015-2016 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 12, 2015, the District anticipates receiving for use in the 2015-2016 fiscal year from the Arizona legislature or from any federal fund. The Advisor 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. Should such reduced funding occur, the Governing Board may eliminate Advisor's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

9. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2015-2016 is more than was assumed in the revenue projection in the preliminary budget, or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source and the Governing Board, in its sole discretion agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Advisor's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Advisor in an amount not to exceed five percent (5%) of the Base Salary to supplement Advisor's Base Salary during the fiscal year. The one time payment may be paid to Advisor in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

10. Should Advisor believe there is a mistake in Advisor's salary resulting in Advisor receiving less than what Advisor would be entitled under the salary schedule, the Advisor shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Advisor does not notify the District within these thirty (30) days, Advisor waives the right to additional amounts under the current Contract. If the Advisor has received more money than the Advisor is entitled for work performed, or if the Advisor inadvertently receives a benefit at no cost for which the Advisor would ordinarily be required to pay, the Advisor shall, at the District's option (a) immediately repay any amount erroneously paid to the Advisor or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Advisor in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

11. Advisor shall be evaluated through use of an evaluation system and instrument adopted and approved for use in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the contract is signed. Advisor specifically agrees that the system and instrument adopted by the District and in effect as of the date of Advisor's first formal observation shall be the system and instrument used to evaluate Advisor for the remainder of the school year, except and to the extent that any other modification of the

evaluation system or instrument is required by law during the course of the year. Advisor understands that under the performance evaluation plan, if Advisor also is considered to be a continuing teacher, and if Advisor has been designated in the lowest performance classification for the current school year, then Advisor shall become probationary for the subsequent school year and shall remain probationary until Advisor is either designated in one of the two highest categories or is dismissed or nonrenewed following an unsuccessful completion of a sixty (60) school day improvement plan.

12. Advisor understands and agrees Advisor may be transferred to a different school within the District or may be precluded from transferring to a different school within the District, depending, in part, upon the classification of the Advisor. Any transfer of an Advisor to a different school is solely within the discretion of the District in compliance with Policy GCK.

13. Advisor warrants the truth of all representations and statements made by Advisor to District in connection with this Contract as well as those contained in the Advisor's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Advisor recognizes that 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. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at the District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

14. Pursuant to A.R.S. §15-550, if Advisor is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Advisor shall immediately report the arrest or charge to Advisor's supervisor. Failure to do so shall result in immediate dismissal following an informal due process hearing.

15. Advisor agrees to provide counseling and guidance to students in a professional manner and is subject to such ethical rules and codes as may be applicable to school district Advisors. If the Advisor maintains a valid Arizona teaching certificate, Advisor may be assigned to teach, and to perform such other duties as may be assigned. If Advisor is reassigned to an area in which Advisor is not highly qualified or is not appropriately certified, Advisor shall be given a reasonable time period to achieve such qualification or certification, but not to exceed one school year. Advisor 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.

16. Advisor recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Advisor does not fulfill the obligations under this Contract. Advisor and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single Advisor are difficult to determine and, therefore, that it is appropriate to assess an amount certain as liquidated damages. Advisor and District agree for the purposes of this paragraph "resigning" and "resignation" shall include Advisor retiring during the school year unless the retired Advisor remains at the school under a "return to work plan" which serves to retain Advisor in the classroom for the balance of the school year. Advisor and District agree that the liquidated damages which may be assessed against Advisor for resigning, with Governing Board approval, during the term of this Contract

shall be in the amount of One Thousand Dollars (\$1,000). Furthermore, if Advisor were eligible to receive A.R.S. §15-977 funds, 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 Advisor shall be entitled to no portion of any funds.

17. If Advisor resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Advisor to disciplinary action by the State Board of Education, up to and including suspension or revocation of the guidance counselor certification and/or of any valid Arizona teaching certificate held by Advisor in addition to any civil lawsuit for breach of contract.

18. 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, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

19. As additional consideration for Advisor's services, the District will allow the Advisor reasonable use of a designated District computer when the Advisor is not on duty and the computer is not reserved for other District use, provided that the Advisor agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination. To the extent that Advisor's use increases the District's cost, the District shall require reimbursement from Advisor.

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

21. Advisor shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, or genetic code.

22. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This agreement shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

23. Advisor understands that if Advisor's specific job position has been funded by specific sources of federal, special, or grant funding, then this Contract is expressly contingent upon the District's receipt of said funds for 2015-2016 or continuation of funding through the conclusion of the contract period. If said funds are not received in whole or part by the District, then this Contract shall serve as notice of an intent to nonrenew Advisor at the end of the 2015-2016 contract based on the failure of funding. No further notice shall be required pursuant to A.R.S. §15-536 and §15-544.

24. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

25. As a Advisor (other than an initial hire Advisor) who has received this Contract prior to the end of the present Contract year, Advisor acknowledges that unless Advisor has received a written notice of nonrenewal of Contract, Advisor has reasonable assurance of employment with the District for the 2015-2016 school year. Advisor, therefore, acknowledges that Advisor is not qualified to receive unemployment insurance over the summer months. If Advisor has not received a reduction in force notice, an intent to nonrenew, or been terminated pursuant to policy, Advisor specifically agrees, and by Advisor's signature below, acknowledges that should Advisor apply for and receive unemployment insurance in direct contravention of this paragraph, District may deduct the amount of any unemployment insurance it is required to pay from Advisor's salary.

26. **FOR ALL PROBATIONARY ADVISORS,**¹ if Advisor holds an Arizona teaching certificate, the District may choose to not reemploy Advisor for a subsequent term without provision of hearing where District has complied with all applicable notice provisions required by A.R.S. §15-536 and, when applicable, §15-538.

27. **FOR ALL INITIAL HIRES,**² on or before the first day of work specified in Paragraph 1, as an initial hire:

- A. If Advisor does not presently possess a regular Guidance Counselor Certificate, Advisor shall have filed no later than the return of this contract an application for certification with the Arizona Department of Education and filed the required supporting documentation and the conditional certificate with the County School Superintendent. The regular certificate must be issued to Advisor and presented to District within three (3) months of the date of commencing employment.
- B. District shall have received a positive response from the background investigations/reference checks.
- C. Advisor shall provide District with documentation demonstrating lawful work authorization status.
- D. Advisor shall provide the District proof of immunization for Rubella or Rubeola unless Advisor is subject to one of the exceptions in District policy GBGC and GBGCA.

28. Advisor must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or

¹ Probationary Advisors – an Advisor who has not been employed by the District for more than the major portion of three (3) consecutive school years or who has been returned to probationary status pursuant to A.R.S. §15-536(D). This includes all Initial Hire Advisors.

² Initial Hire – an Advisor who is employed by the District as a new hire entering into a first Advisor contract with the District or an Advisor who failed to return a contract within the time limit specified but who desires to be employed by the District.

deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from the date the contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Advisor's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Advisor to the District. Note: If a contract has not been transmitted to Advisor by the end of the current school year, the transmittal of an electronic contract to the Advisor prior to the start of the next school year shall be submitted to both the Advisor's school district e-mail and the Advisor's personal e-mail in order to notify Advisor of the offer of contract. Advisor shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Advisor's failure to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Advisor acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Advisor's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

Tolleson Union High School District No. 214
GUIDANCE ADVISOR DEPARTMENT CHAIR'S EMPLOYMENT CONTRACT
2015-2016

This Guidance Advisor Contract ("Contract") is entered into by Tolleson Union High School District No. 214 ("District") and _____ ("Advisor").

1. District agrees to employ Advisor for ____ days during fiscal year 2015-2016. The Contract year for Advisor shall be in accordance with the official calendar adopted by the Governing Board and shall include: 1) a period of ____ work days beginning _____, 2015 and ending on _____, 2016, and 2) the remaining eight (8) work days shall be performed in the following manner: ____ () days before all teachers report back to work and ____ () days after the last day of school for all teachers. 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 this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Advisor. Advisor will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Advisor's presence outside of the regular duty hours.

2. Advisor's employment is conditioned upon the possession at all times of a valid Arizona Guidance Counselor certificate for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Advisor agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Advisor's employment may be terminated if these conditions are not satisfied.

3. Advisor understands and agrees that Advisor is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Advisor for work performed during such period and District may deduct any of that compensation paid to Advisor attributable to such period from any other monies owed to Advisor by District.

In the sole discretion of the District, while Advisor is awaiting fingerprint clearance, certificate(s), and/or endorsements(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Advisor at the substitute teacher rate, so long as Advisor is accompanied by a person holding a valid fingerprint card at all times when Advisor is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Advisor. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Advisor for the period in which Advisor failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Advisor a Base Salary of \$_____ based upon a _____ Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. 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, unless such change is brought about by the changes listed in this paragraph and paragraphs 5, 7, 8, and 9. Advisor understands and agrees that the first paycheck Advisor receives for the year will reflect only the days actually worked as of the date of the first paycheck. Thereafter, the balance of the salary listed above shall be paid in equal pays for the balance of the contract as indicated by the Advisor's annualized pay decision.

If, during the term of this Contract, Advisor retires with the Arizona State Retirement System and returns to work, Advisor's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. §38-766.01. The District shall require Advisor to pay the alternative contribution rate on behalf of Advisor during the term of this Contract that are required to be paid pursuant to A.R.S. §38-766.02. Advisor shall not accrue credited service, retirement benefits, or long term disability program benefits during the term of this Contract. In the event that the District terminates Advisor for cause or elects to non-renew Advisor's Contract, Advisor is not entitled to a hearing. If Advisor also maintains a valid Arizona teaching certificate, this Contract is not subject to the relevant portions of Title 15 of the Arizona Revised Statutes regarding termination of a certificated teacher's employment.

5. In the event that Advisor possesses a valid Arizona teaching certificate, 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 Advisor's Base Salary or which will entitle Advisor to performance pay if the Advisor qualifies under the District's performance pay plan and Arizona law. Advisor expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Advisor 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. If Advisor does not have a valid Arizona teaching certificate, this paragraph does not apply.

6. Advisor and the District agree that should Advisor not hold and maintain an Arizona teaching certificate, the Governing Board, in its sole discretion, may choose to provide the Advisor with an amount equal to the amount of performance pay received by certificated Advisors so long as Advisor meets all other requirements for the receipt of performance pay under the District's performance pay plan and so long as Advisor is eligible for a portion of the 40% funding under A.R.S. §15-977(H)(1), (3), and (5).

7. 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 Advisor's Base Salary should Advisor be eligible to receive such supplemental funding or which will entitle Advisor to performance pay if the Advisor qualifies under the District's Performance Pay Plan. Advisor expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Advisor's 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. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Advisor's performance pay even if the eventualities listed in paragraph 8 below do not occur.

8. Advisor acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 5 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE, if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2015-2016 fiscal year is less or becomes less than that authorized at the beginning of the 2014-2015 fiscal year; (2) the District fails to receive during the 2015-2016 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 12, 2015, the District anticipates receiving for use in the 2015-2016 fiscal year from the Arizona legislature or from any federal fund. The Advisor 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. Should such reduced funding occur, the Governing Board may eliminate Advisor's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

9. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2015-2016 is more than was assumed in the revenue projection in the preliminary budget, or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source and the Governing Board, in its sole discretion agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Advisor's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Advisor in an amount not to exceed five percent (5%) of the Base Salary to supplement Advisor's Base Salary during the fiscal year. The one time payment may be paid to Advisor in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

10. Should Advisor believe there is a mistake in Advisor's salary resulting in Advisor receiving less than what Advisor would be entitled under the salary schedule, the Advisor shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Advisor does not notify the District within these thirty (30) days, Advisor waives the right to additional amounts under this current Contract. If the Advisor has received more money than the Advisor is entitled for work performed, or if the Advisor inadvertently receives a benefit at no cost for which the Advisor would ordinarily be required to pay, the Advisor shall, at the District's option (a) immediately repay any amount erroneously paid to the Advisor or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Advisor in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

11. Advisor shall be evaluated through use of an evaluation system and instrument adopted and approved for use in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the contract is signed. Advisor specifically agrees that the system and instrument adopted by the District and in effect as of the date of Advisor's first formal observation shall be the system and instrument used to evaluate Advisor for the remainder of the school year, except and to the extent that any other modification of the

evaluation system or instrument is required by law during the course of the year. Advisor understands that under the performance evaluation plan, if Advisor also is considered to be a continuing teacher, and if Advisor has been designated in the lowest performance classification for the current school year, then Advisor shall become probationary for the subsequent school year and shall remain probationary until Advisor is either designated in one of the two highest categories or is dismissed or nonrenewed following an unsuccessful completion of a sixty (60) school day improvement plan.

12. Advisor understands and agrees Advisor may be transferred to a different school within the District or may be precluded from transferring to a different school within the District, depending, in part, upon the classification of the Advisor. Any transfer of an Advisor to a different school is solely within the discretion of the District in compliance with Policy GCK.

13. Advisor warrants the truth of all representations and statements made by Advisor to District in connection with this Contract as well as those contained in the Advisor's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Advisor recognizes that 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. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at the District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

14. Pursuant to A.R.S. §15-550, if Advisor is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Advisor shall immediately report the arrest or charge to Advisor's supervisor. Failure to do so shall result in immediate dismissal following an informal due process hearing.

15. Advisor agrees to provide counseling and guidance to students in a professional manner and is subject to such ethical rules and codes as may be applicable to school district Advisors. If the Advisor maintains a valid Arizona teaching certificate, Advisor may be assigned to teach, and to perform such other duties as may be assigned. If Advisor is reassigned to an area in which Advisor is not highly qualified or is not appropriately certified, Advisor shall be given a reasonable time period to achieve such qualification or certification, but not to exceed one school year. Advisor 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.

16. Advisor recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Advisor does not fulfill the obligations under this Contract. Advisor and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single Advisor are difficult to determine and, therefore, that it is appropriate to assess an amount certain as liquidated damages. Advisor and District agree for the purposes of this paragraph "resigning" and "resignation" shall include Advisor retiring during the school year unless the retired Advisor remains at the school under a "return to work plan" which serves to retain Advisor in the classroom for the balance of the school year. Advisor and District agree that the liquidated damages which may be assessed against Advisor for resigning, with Governing Board approval, during the term of this Contract

shall be in the amount of One Thousand Dollars (\$1,000). Furthermore, if Advisor were eligible to receive A.R.S. §15-977 funds, 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 Advisor shall be entitled to no portion of any funds.

17. If Advisor resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Advisor to disciplinary action by the State Board of Education, up to and including suspension or revocation of the guidance counselor certification and/or of any valid Arizona teaching certificate held by Advisor in addition to any civil lawsuit for breach of contract.

18. 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, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

19. As additional consideration for Advisor's services, the District will allow the Advisor reasonable use of a designated District computer when the Advisor is not on duty and the computer is not reserved for other District use, provided that the Advisor agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination. To the extent that Advisor's use increases the District's cost, the District shall require reimbursement from Advisor.

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

21. Advisor shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, or genetic code.

22. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This agreement shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

23. Advisor understands that if Advisor's specific job position has been funded by specific sources of federal, special, or grant funding, then this Contract is expressly contingent upon the District's receipt of said funds for 2015-2016 or continuation of funding through the conclusion of the contract period. If said funds are not received in whole or part by the District, then this Contract shall serve as notice of an intent to nonrenew Advisor at the end of the 2015-2016 contract based on the failure of funding. No further notice shall be required pursuant to A.R.S. §15-536 and §15-544.

24. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

25. As a Advisor (other than an initial hire Advisor) who has received this Contract prior to the end of the present Contract year, Advisor acknowledges that unless Advisor has received a written notice of nonrenewal of Contract, Advisor has reasonable assurance of employment with the District for the 2015-2016 school year. Advisor, therefore, acknowledges that Advisor is not qualified to receive unemployment insurance over the summer months. If Advisor has not received a reduction in force notice, an intent to nonrenew, or been terminated pursuant to policy, Advisor specifically agrees, and by Advisor's signature below, acknowledges that should Advisor apply for and receive unemployment insurance in direct contravention of this paragraph, District may deduct the amount of any unemployment insurance it is required to pay from Advisor's salary.

26. **FOR ALL PROBATIONARY ADVISORS,**¹ if Advisor holds an Arizona teaching certificate, the District may choose to not reemploy Advisor for a subsequent term without provision of hearing where District has complied with all applicable notice provisions required by A.R.S. §15-536 and, when applicable, §15-538.

27. **FOR ALL INITIAL HIRES,**² on or before the first day of work specified in Paragraph 1, as an initial hire:

- A. If Advisor does not presently possess a regular Guidance Counselor Certificate, Advisor shall have filed no later than the return of this contract an application for certification with the Arizona Department of Education and filed the required supporting documentation and the conditional certificate with the County School Superintendent. The regular certificate must be issued to Advisor and presented to District within three (3) months of the date of commencing employment.
- B. District shall have received a positive response from the background investigations/reference checks.
- C. Advisor shall provide District with documentation demonstrating lawful work authorization status.
- D. Advisor shall provide the District proof of immunization for Rubella or Rubeola unless Advisor is subject to one of the exceptions in District policy GBGC and GBGCA.

28. Advisor must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or

¹ Probationary Advisors – an Advisor who has not been employed by the District for more than the major portion of three (3) consecutive school years or who has been returned to probationary status pursuant to A.R.S. §15-536(D). This includes all Initial Hire Advisors.

² Initial Hire – an Advisor who is employed by the District as a new hire entering into a first Advisor contract with the District or an Advisor who failed to return a contract within the time limit specified but who desires to be employed by the District.

deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from the date the contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Advisor's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Advisor to the District. Note: If a contract has not been transmitted to Advisor by the end of the current school year, the transmittal of an electronic contract to the Advisor prior to the start of the next school year shall be submitted to both the Advisor's school district e-mail and the Advisor's personal e-mail in order to notify Advisor of the offer of contract. Advisor shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Advisor's failure to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Advisor acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Advisor's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

Tolleson Union High School District No. 214
LIBRARIAN'S EMPLOYMENT CONTRACT
2015-2016

This Librarian Contract ("Contract") is entered into by Tolleson Union High School District No. 214 ("District") and _____("Librarian").

1. District agrees to employ Librarian for ____ days during fiscal year 2015-2016, commencing on _____, 2015 and ending on _____, 2016. The contract year for Librarian 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 this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Librarian. Librarian will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Librarian's presence outside of the regular duty hours, for which Librarian will receive no additional compensation.

2. Librarian's employment is conditioned upon the possession at all times of a valid degree from an accredited university in library science and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Librarian agrees to hold all requisite certificates and/or endorsements by the commencement date of this Contract. Librarian agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Librarian's employment may be terminated if these conditions are not satisfied.

3. Librarian understands and agrees that Librarian is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Librarian for work performed during such period and District may deduct any of that compensation paid to Librarian attributable to such period from any other monies owed to Librarian by District.

In the sole discretion of the District, while Librarian is awaiting fingerprint clearance, certificate(s), and/or endorsements(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Librarian, as long as Librarian is accompanied by a person holding a valid fingerprint card at all times when Librarian is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Librarian. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Librarian for the period in which Librarian failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Librarian a Base Salary of \$_____ based upon a ___ Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. 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, unless such change is brought about by the changes listed in this paragraph and paragraphs 5, 7, 8, and 9. Librarian understands and agrees that the first paycheck Librarian receives for the year will reflect only the days actually worked as of the date of the first paycheck. Thereafter, the balance of the salary listed above shall be paid in equal pays for the balance of the contract as indicated by the Librarian's annualized pay decision.

If, during the term of this Contract, Librarian retires with the Arizona State Retirement System and returns to work, Librarian's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. §38-766.01. The District shall require Librarian to pay an alternative contribution rate on behalf of Librarian during the term of this Contract that are required to be paid pursuant to A.R.S. §38-766.02. Librarian shall not accrue credited service, retirement benefits, or long term disability program benefits during the term of this Contract. In the event that the District terminates Librarian for cause or elects to nonrenew Librarian's Contract, Librarian is not entitled to a hearing. If Librarian also maintains a valid Arizona teaching certificate, this Contract is not subject to the relevant portions of Title 15 of the Arizona Revised Statutes regarding termination of a certificated Librarian's employment.

5. In the event that Librarian possesses a valid Arizona teaching certificate, 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 Librarian's Base Salary or which will entitle Librarian to performance pay if the Librarian qualifies under the District's performance pay plan, and Arizona law. Librarian expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Librarian 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. If Librarian does not have a valid Arizona teaching certificate, this paragraph does not apply.

6. Librarian and the District agree that should Librarian not hold and maintain an Arizona teaching certificate, the Governing Board, in its sole discretion, may choose to provide the Librarian with an amount equal to the amount of performance pay received by certificated Librarians so long as Librarian meets all other requirements for the receipt of performance pay under the District's performance pay plan and so long as Librarian is eligible for a portion of the 40% funding under A.R.S. §15-977(H) (1), (3), and (5).

7. 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 Librarian's Base Salary should Librarian be eligible to receive such supplemental funding or which will entitle Librarian to performance pay if the Librarian qualifies under the District's Performance Pay Plan. Librarian expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Librarian's 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. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Librarian's performance pay even if the eventualities listed in paragraph 8 below do not occur.

8. Librarian acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 5 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2015-2016 fiscal year is less or becomes less than that authorized at the beginning of the 2014-2015 fiscal year; (2) the District fails to receive during the 2015-2016 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 12, 2015, the District anticipates receiving for use in the 2015-2016 fiscal year from the Arizona legislature or from any federal fund. The Librarian 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. Should such reduced funding occur, the Governing Board may eliminate Librarian's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

9. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2015-2016 is more than was assumed in the revenue projection in the preliminary budget, or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Board may, in its sole discretion, increase Librarian's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Librarian in an amount not to exceed five percent (5%) of the Base Salary to supplement Librarian's Base Salary during the fiscal year. The one time payment may be paid to Librarian in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

10. Should Librarian believe there is a mistake in Librarian's salary resulting in Librarian receiving less than what Librarian would be entitled under the salary schedule, the Librarian shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Librarian does not notify district within these thirty (30) days, Librarian waives the right to additional amounts under the current Contract. If the Librarian has received more money than the Librarian is entitled for work performed, or if the Librarian inadvertently receives a benefit at no cost for which the Librarian would ordinarily be required to pay, the Librarian shall, at the District's option (a) immediately repay any amount erroneously paid to the Librarian or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Librarian in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

11. Librarian shall be evaluated through use of an evaluation system and instrument adopted and approved for use in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the contract is signed. Librarian specifically agrees that the system and instrument adopted by the District and in effect as of the date of Librarian's first formal observation shall be the system and instrument used to evaluate Librarian for the remainder of the school year, except and to the extent that any other modification of the evaluation system or instrument is required by law during the course of the year.

12. Librarian understands and agrees Librarian may be transferred to a different school within the District or may be precluded from transferring to a different school within the District depending, in part, upon the classification of the Librarian. Any transfer of a Librarian to a different school is solely within the discretion of the District in compliance with Policy GCK.

13. Librarian warrants the truth of all representations and statements made by Librarian to District in connection with this Contract as well as those contained in the Librarian's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Librarian recognizes that 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. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

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

15. Librarian 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.

16. If Librarian resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Librarian to a civil suit under breach of contract and/or notification of abandonment of position to future employers upon request for information.

17. Librarian recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Librarian does not fulfill the obligations under this Contract. Librarian and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single Librarian, are difficult to determine and, therefore, that it is appropriate to assess an amount certain as liquidated damages. Librarian and District agree for the purposes of this paragraph, "resigning" and "resignation" shall include Librarian retiring during the school year unless the retired Librarian remains at the school under a "return to work plan" which serves to retain Librarian in the school for the balance of the school year. Librarian and District agree that the liquidated damages which may be assessed against Librarian for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000). Furthermore, if Librarian was eligible to receive A.R.S. §15-977 funds, 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 Librarian shall be entitled to no portion of any funds.

18. To the extent appropriate for the occasion, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and professional

development activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

19. As additional consideration for Librarian's services, the District will allow the Librarian reasonable use of a designated District computer when the Librarian is not on duty and the computer is not reserved for other District use, provided that the Librarian agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination. To the extent that Librarian's use increases the District's cost, the District shall require reimbursement from Librarian.

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

21. Librarian shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, or genetic code.

22. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This Contract shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

23. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

24. **FOR ALL INITIAL HIRES,**¹ on or before the first day of work specified in Paragraph 1, as an initial hire:

- A. Librarian shall provide proof of a library science degree from an accredited university to the District within three (3) days of the date of commencing employment.
- B. District shall have received a positive response from the background investigations/reference checks.
- C. Librarian shall provide District with documentation demonstrating lawful work authorization status.
- D. Librarian shall provide the District proof of immunization for Rubella or Rubeola unless Librarian is subject to one of the exceptions in District policy GBGC and GBGCA.

¹ **Initial Hire** – a Librarian who is employed by the District as a new hire entering into a first Librarian contract with the District.

E. Initial hire Librarians may be given less than fifteen (15) business days in which to return this contract. Initial hire must return this contract within five (5) business days.

25. As a Librarian (other than an initial hire Librarian) who has received this Contract prior to the end of the present Contract year, Librarian acknowledges that unless Librarian has received a written notice of nonrenewal of Contract, Librarian has reasonable assurance of employment with the District for the 2015-2016 school year. Librarian, therefore, acknowledges that Librarian is not qualified to receive unemployment insurance over the summer months. If Librarian has not received a reduction in force notice, an intent to nonrenew, or been terminated pursuant to policy, Librarian specifically agrees, and by Librarian's signature below, acknowledges that should Librarian apply for and receives unemployment insurance in direct contravention of this paragraph, District may deduct the amount of any unemployment insurance it is required to pay from Librarian's salary.

26. Librarian must sign this Contract and return it to the District Human Resource's office within five (5) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the contract, does not add any additional terms to the contract, and is delivered to the Governing Board within the five (5) business days from the date the contract is received. The date the contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Librarian's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Librarian to the District. Note: If a contract has not been transmitted to Librarian by the end of the current school year, the transmittal of an electronic contract to the Librarian prior to the start of the next school year shall be submitted to both the Librarian's school district e-mail and the Librarian's personal e-mail in order to notify Librarian of the offer of contract. Librarian shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Librarian's failure to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Librarian acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Librarian's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

Tolleson Union High School District No. 214
SCHOOL PSYCHOLOGIST'S EMPLOYMENT CONTRACT
2015-2016

This School Psychologist Contract ("Contract") is entered into by Tolleson Union High School District No. 214 ("District") and _____ ("Psychologist").

1. District agrees to employ Psychologist during fiscal year 2015-2016. The Contract year for Psychologist shall be in accordance with the official calendar adopted by the Governing Board and shall include: 1) a period of _____ work days beginning __/__/2015 and ending on __/__/2016, and 2) Psychologist shall be required to work six (6) of these total work days during the school's summer recess period as scheduled by the Director of Special Education. 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 this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Psychologist. Psychologist will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Psychologist's presence outside of the regular duty hours.

2. Psychologist's employment is conditioned upon the possession at all times of a valid Arizona School Psychologist certificate for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Psychologist agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board, including but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Psychologist's employment may be terminated if these conditions are not satisfied.

3. Psychologist understands and agrees that Psychologist is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Psychologist for work performed during such period and District may deduct any of that compensation paid to Psychologist attributable to such period from any other monies owed to Psychologist by District. In the sole discretion of the District, while Psychologist is awaiting fingerprint clearance, certificate(s), and/or endorsements(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Psychologist at the substitute teacher rate, as long as Psychologist is accompanied by a person holding a valid fingerprint card at all times when Psychologist is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Psychologist. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Psychologist for the period in which Psychologist failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Psychologist a Base Salary of \$_____ based upon a _____ Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. 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, unless such change is brought about by the changes listed in this paragraph and paragraphs 5, 7, 8, and 9. Psychologist understands and agrees that the first paycheck Psychologist receives for the year will reflect only the days actually worked as of the date of the first paycheck. Thereafter, the balance of the salary listed above shall be paid in equal pays for the balance of the contract as indicated by the Psychologist's annualized pay decision.

If, during the term of this Contract, Psychologist retires with the Arizona State Retirement System and returns to work, Psychologist's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. §38-766.01. The District shall require Psychologist to pay the alternative contribution rate on behalf of Psychologist during the term of this Contract that are required to be paid pursuant to A.R.S. §38-766.02. Psychologist shall not accrue credited service, retirement benefits, or long term disability program benefits during the term of this Contract. In the event that the District terminates Psychologist for cause or elects to nonrenew Psychologist's Contract, Psychologist is not entitled to a hearing. If Psychologist also maintains a valid Arizona teaching certificate, this Contract is not subject to the relevant portions of Title 15 of the Arizona Revised Statutes regarding termination of a certificated teacher's employment.

5. In the event that Psychologist possesses a valid Arizona teaching certificate, 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 Psychologist Base Salary or which will entitle Psychologist to performance pay if the Psychologist qualifies under the District's performance pay plan and Arizona law. Psychologist expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Psychologist 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. If Psychologist does not have a valid Arizona teaching certificate, this paragraph does not apply.

6. Psychologist and the District agree that should Psychologist not hold and maintain an Arizona teaching certificate, the Governing Board, in its sole discretion, may choose to provide the Psychologist with an amount equal to the amount of performance pay received by certificated Psychologists so long as Psychologist meets all other requirements for the receipt of performance pay under the District's performance pay plan and so long as Psychologist is eligible for a portion of the 40% funding under A.R.S. §15-977(H)(1), (3), and (5).

7. 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 Psychologist's Base Salary should Psychologist be eligible to receive such supplemental funding or which will entitle Psychologist to performance pay if the Psychologist qualifies under the District's Performance Pay Plan. Psychologist expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Psychologist's 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. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary

and/or Psychologist's performance pay even if the eventualities listed in paragraph 8 below do not occur.

8. Psychologist acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 5 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE, if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2015-2016 fiscal year is less or becomes less than that authorized at the beginning of the 2014-2015 fiscal year; (2) the District fails to receive during the 2015-2016 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 12, 2015, the District anticipates receiving for use in the 2015-2016 fiscal year from the Arizona legislature or from any federal fund. The Psychologist 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. Should such reduced funding occur, the Governing Board may eliminate Psychologist's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

9. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2015-2016 is more than was assumed in the revenue projection in the preliminary budget, or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Psychologist's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Psychologist in an amount not to exceed five percent (5%) of the Base Salary to supplement Psychologist's Base Salary during the fiscal year. The one time payment may be paid to Psychologist in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

10. Should Psychologist believe there is a mistake in Psychologist's salary resulting in Psychologist receiving less than what Psychologist would be entitled under the salary schedule, the Psychologist shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Psychologist does not notify the district within these thirty (30) days, Psychologist waives the right to additional amounts under the current Contract. If the Psychologist has received more money than the Psychologist is entitled for work performed, or if the Psychologist inadvertently receives a benefit at no cost for which the Psychologist would ordinarily be required to pay, the Psychologist shall, at the District's option (a) immediately repay any amount erroneously paid to the Psychologist or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Psychologist in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

11. Psychologist shall be evaluated through use of an evaluation system and instrument adopted and approved for use in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the contract is signed. Psychologist specifically agrees that the system and instrument adopted by the District and in effect as of the

date of Psychologist's first formal observation shall be the system and instrument used to evaluate Psychologist for the remainder of the school year, except and to the extent that any other modification of the evaluation system or instrument is required by law during the course of the year. Psychologist understands that under the performance evaluation plan, if Psychologist also is considered to be a continuing teacher, and if Psychologist has been designated in the lowest performance classification for the current school year, then Psychologist shall become probationary for the subsequent school year and shall remain probationary until Psychologist is either designated in one of the two highest categories or is dismissed or nonrenewed following an unsuccessful completion of a sixty (60) school day improvement plan.

12. Psychologist understands and agrees Psychologist may be transferred to a different school within the District or may be precluded from transferring to a different school within the District depending, in part, upon the classification of the Psychologist. Any transfer of a Psychologist to a different school is solely within the discretion of the District in compliance with Policy GCK.

13. Psychologist warrants the truth of all representations and statements made by Psychologist to District in connection with this Contract as well as those contained in the Psychologist's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Psychologist recognizes that 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. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at the District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

14. Pursuant to A.R.S. §15-550, if Psychologist is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Psychologist shall immediately report the arrest or charge to Psychologist's supervisor. Failure to do so shall result in immediate dismissal following an informal due process hearing.

15. Psychologist agrees to provide counseling and guidance to students in a professional manner and is subject to such ethical rules and codes as may be applicable to school district Psychologists. If the Psychologist maintains a valid Arizona psychologist certificate, Psychologist may be assigned to teach and to perform such other duties as may be assigned. If Psychologist is reassigned to an area in which Psychologist is not highly qualified or is not appropriately certified, Psychologist shall be given a reasonable time period to achieve such qualification or certification, but not to exceed one school year. Psychologist 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.

16. Psychologist recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Psychologist does not fulfill the obligations under this Contract. Psychologist and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single Psychologist, are difficult to determine and, therefore, that it is appropriate to assess an amount certain as liquidated damages. Psychologist and District agree for the purposes of this paragraph

“resigning” and “resignation” shall include Psychologist retiring during the school year unless the retired Psychologist remains at the school under a “return to work plan” which serves to retain Psychologist in the classroom for the balance of the school year. Psychologist and District agree that the liquidated damages which may be assessed against Psychologist for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000). Furthermore, if Psychologist were eligible to receive A.R.S. §15-977 funds, 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 Psychologist shall be entitled to no portion of any funds.

17. If Psychologist resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Psychologist to disciplinary action by the State Board of Education, up to and including suspension or revocation of the school psychologist certification and/or of any valid Arizona teaching certificate held by Psychologist in addition to any civil lawsuit for breach of contract.

18. 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, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

19. As additional consideration for Psychologist’s services, the District will allow the Psychologist reasonable use of a designated District computer when the Psychologist is not on duty and the computer is not reserved for other District use, provided that the Psychologist agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination. To the extent that Psychologist’s use increases the District’s cost, the District shall require reimbursement from Psychologist.

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

21. Psychologist shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person’s sex, race, religion, color, national origin, age, disability, veteran’s status, political affiliation, or genetic code.

22. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This agreement shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

23. Psychologist understands that if Psychologist’s specific job position has been funded by specific sources of federal, special, or grant funding, then this Contract is expressly contingent upon the District’s receipt of said funds for 2015-2016 or continuation of funding through the conclusion of the contract period. If said funds are not received in whole or part by

the District, then this Contract shall serve as notice of an intent to nonrenew Psychologist at the end of the 2015-2016 contract based on the failure of funding. No further notice shall be required pursuant to A.R.S. §15-536 and §15-544.

24. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

25. As a Psychologist (other than an initial hire Psychologist) who has received this Contract prior to the end of the present Contract year, Psychologist acknowledges that unless Psychologist has received a written notice of nonrenewal of Contract, Psychologist has reasonable assurance of employment with the District for the 2015-2016 school year. Psychologist, therefore, acknowledges that Psychologist is not qualified to receive unemployment insurance over the summer months. If Psychologist has not received a reduction in force notice, an intent to nonrenew, or been terminated pursuant to policy, Psychologist specifically agrees, and by Psychologist's signature below, acknowledges that should Psychologist apply for and receive unemployment insurance in direct contravention of this paragraph, District may deduct the amount of any unemployment insurance it is required to pay from Psychologist's salary.

26. Psychologist must sign this Contract and return it to the District Human Resource's office within thirty (30) days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the thirty (30) days from the date the contract is received. The date the contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Psychologist's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Psychologist to the District. Note: If a contract has not been transmitted to Psychologist by the end of the current school year, the transmittal of an electronic contract to the Psychologist prior to the start of the next school year shall be submitted to both the Psychologist's school district e-mail and the Psychologist's personal e-mail in order to notify Psychologist of the offer of contract. Psychologist shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Psychologist's failure to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Psychologist acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Psychologist's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

Tolleson Union High School District No. 214
PROFESSIONAL STAFF NON-CERTIFICATED EMPLOYMENT CONTRACT
2015-2016

This Contract ("Contract") is entered into by Tolleson Union High School District No. 214 ("District") and _____ ("Employee").

1. District agrees to employ Employee during fiscal year 2015-2016, commencing on _____, 2015 and ending on _____, 2016. The contract year for Employee 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 this Contract shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Employee. Employee will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Employee's presence outside of the regular duty hours, which shall not be subject to additional compensation beyond Employee's salary.

2. Employee's employment is conditioned upon the possession at all times of a valid certificate(s), degrees, and/or license(s) as may be required for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Employee agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Employee's employment may be terminated if these conditions are not satisfied.

3. Employee understands and agrees that Employee is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect; and 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 compensation paid to Employee attributable to such period from any other monies owed to Employee by District.

In the sole discretion of the District, while Employee is awaiting fingerprint clearance, certificate(s), and/or endorsements(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Employee at the substitute teacher rate, as long as Employee is accompanied by a person holding a valid fingerprint card at all times when Employee is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Employee. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Employee for the period in which Employee failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Employee a Base Salary of \$ _____ based upon a _____ Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. NOTE: This salary reflects the belief by the District that Employee is exempt under the Fair Labor Standards Act. If Employee believes that he/she is NOT EXEMPT, Employee shall bring his/her belief to the Human Resources department as soon as he/she develops this belief. 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, unless such change is brought about by the changes listed in this paragraph and paragraphs 5, 7, and 8. Employee understands and agrees that the first paycheck Employee receives for the year will reflect only the days actually worked as of the date of the first paycheck. Thereafter, the balance of the salary listed above shall be paid in equal pays for the balance of the contract as indicated by the Employee's annualized pay decision.

If, during the term of this Contract, Employee retires with the Arizona State Retirement System and returns to work, Employee's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. §38-766.01. The District shall reduce Employee's pay in order to reimburse the District for the alternative contribution rate paid by the District on behalf of Employee pursuant to A.R.S. §38-766.02. Employee shall not accrue credited service, retirement benefits, or long term disability program benefits during the term of this Contract. In the event that the District terminates Employee for cause or elects to nonrenew Employee's Contract, Employee is not entitled to a hearing.

5. Employee and the District agree that as Employee does not hold an Arizona teaching certificate and is not employed as a classroom teacher, the Governing Board, in its sole discretion, may choose to provide the Employee with a payment equal to the amount of performance pay received by certificated teachers so long as Employee meets all other requirements for the receipt of performance pay under the District's performance pay plan and so long as Employee is eligible for a portion of the 40% funding under A.R.S. §15-977(H) (1), (3), and (5).

6. Pursuant to A.R.S. §15-977(H) (1), (3), and (5), the decision in Reeves v. Barlow, 251 P.3d 417 (2011), and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Employee's Base Salary or which will entitle Employee to performance pay if the Employee qualifies under the District's Performance Pay Plan as indicated in Paragraph 4 above. 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. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Employee's performance pay even if the eventualities listed in paragraph 7 below do not occur.

7. Employee acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 4 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2015-2016 fiscal year is less or becomes less than that authorized at the beginning of the 2014-2015 fiscal year; (2) the District fails to receive during the 2015-2016

fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 12, 2015, the District anticipates receiving for use in the 2015-2016 fiscal year from the Arizona legislature or from any federal fund. The Employee 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. Should such reduced funding occur, the Governing Board may eliminate Employee's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

8. If the base support level funding that is made available to the District by the Legislature's budget for 2015-2016 is more than was assumed in the revenue projection in the preliminary budget or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source, and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Board may, in its sole discretion, increase Employee's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Employee in an amount not to exceed five percent (5%) of the Base Salary to supplement Employee's Base Salary during the fiscal year. The one time payment may be paid to Employee in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

9. Should Employee believe there is a mistake in Employee's salary resulting in Employee receiving less than what Employee would be entitled under the salary schedule, the Employee shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Employee does not notify the District within these thirty (30) days, Employee waives the right to additional amounts under the current Contract. If the Employee has received more money than the Employee is entitled for work performed, or if the Employee inadvertently receives a benefit at no cost for which the Employee would ordinarily be required to pay, the Employee shall, at the District's option (a) immediately repay any amount erroneously paid to the Employee or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Employee in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

10. Employee shall be evaluated through use of an evaluation system and instrument adopted and approved for use. Employee specifically agrees that the system and instrument adopted by the District and in effect as of the date of Employee's formal observation shall be the system and instrument used to evaluate Employee for the remainder of the school year, except and to the extent that any other modification of the evaluation system or instrument is required by law during the course of the year.

11. Employee understands and agrees that Employee may be transferred to a different school within the District or may be precluded from transferring to a different school within the District, depending, in part, upon the evaluation of the Employee. Any transfer of an Employee to a different school, a different class, or a different subject area is solely within the discretion of the District in compliance with Policy GCK or GDJ.

12. Employee warrants the truth of all representations and statements made by Employee to District in connection with this Contract as well as those contained in the Employee's employment application and any other document submitted to the District concerning qualifications and representations about arrest and conviction records. Employee recognizes that 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. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

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

14. Employee agrees to perform such duties as may be assigned. Employee 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.

15. If Employee resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act which may be reported to future employers inquiring about Employee's term of employment with the District and/or to any licensing agency in addition to a possible civil lawsuit for breach of contract.

16. To the extent appropriate for the occasion, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and professional development activities/trainings as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

17. As additional consideration for Employee's services, the District will allow the Employee reasonable use of a designated District computer when the Employee is not on duty and the computer is not reserved for other District use, provided that the Employee agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination. To the extent that Employee's use increases the District's cost, the District shall require reimbursement from Employee.

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

19. Employee shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, or genetic code.

20. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This Contract shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of

this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

21. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

22. **FOR ALL INITIAL HIRES,**¹ on or before the first day of work specified in Paragraph 1, as an initial hire:

- A. If Employee does not presently possess required certificate(s), degree(s), and/or license(s), Employee shall have filed no later than the return of this Contract an application for certification with any applicable licensing department and shall provide proof of such filing to the District.
- B. District shall have received a positive response from the background investigations/reference checks.
- C. Employee shall provide District with documentation demonstrating lawful work authorization status.
- D. Employee shall provide the District proof of immunization for Rubella or Rubeola unless Employee is subject to one of the exceptions in District policy GBGC and GBGCA.
- E. Initial Hire Employees may be given less than fifteen (15) business days in which to return this contract. Initial Hire must return this contract within five (5) business days.

23. As an Employee (other than an initial hire) who has received this Contract prior to the end of the present Contract year, Employee acknowledges that Employee has reasonable assurance of employment with the District for the 2015-2016 school year. Employee, therefore, acknowledges that Employee is not qualified to receive unemployment insurance over the summer months unless Employee has received a reduction in force notice, notice of intent to nonrenew, or been otherwise terminated. Employee specifically agrees, and by Employee's signature below, acknowledges that should Employee apply for and receives unemployment insurance in direct contravention of this paragraph, District may deduct the amount of any unemployment insurance it is required to pay from Employee's salary.

24. Should the Governing Board provide Employee with written notice of intent to not renew Employee's contract for the 2016-2017 school year, Employee affirms that Employee has no property interest in being offered a new Term Contract. Employee further understands and agrees that beyond the written notice of the Governing Board's intention to not renew the contract, Employee is not entitled to any additional form of notice or hearing at the end of the Term.

25. Employee must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes

¹ Initial Hire – An Employee who is employed by the District as a new hire entering into a first contract with the District.

of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from the date the Contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Employee's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Employee to the District. Note: If a contract has not been transmitted to Employee by the end of the current school year, the transmittal of an electronic contract to the Employee prior to the start of the next school year shall be submitted to both the Employee's school district e-mail and the Employee's personal e-mail in order to notify Employee of the offer of contract. Employee shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Employee's failure to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Employee acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Employee's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

Tolleson Union High School District No. 214
MARINE JUNIOR RESERVE OFFICER TRAINING CORPS
INSTRUCTOR'S EMPLOYMENT CONTRACT
2015-2016

This Contract is entered into by Tolleson Union High School District #214 ("District") and _____ ("Instructor") for the Marine Junior Reserve Officer Training Corps ("MJROTC) program.

1. District agrees to employ Instructor for two hundred and four (204) work days during fiscal year 2015-2016, which shall be the equivalent of a ten (10) month contract. The Instructor contract year of two hundred and four (204) work days shall include: 1) the official calendar adopted by the Governing Board, a period of one hundred and eighty five (185) work days commencing on _____, 2015 and ending on _____, 2016 and 2) the remaining nineteen (19) work days which shall be used to perform the necessary functions of the Marine Corps in preparing classes and equipment prior to the beginning of the regular school calendar year; in carrying out any summer camp program; and in performing those tasks deemed necessary by the Marine Corps following the conclusion of the regular school calendar year. Ten (10) of the remaining nineteen (19) days are to be taken in this manner: five (5) days before all teachers report back to work and five (5) days after the last day of school for all teachers. The dates when the final nine (9) days are to be worked while conducting the summer camp program shall be determined by the MJROTC instructor and site administrator. 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 this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Instructor. Instructor will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Instructor's presence outside of the regular duty hours for which Instructor shall not receive additional compensation.

2. Instructor's employment is conditioned upon the possession at all times of a valid Arizona MJROTC Instructor's certificate pursuant to Arizona Administrative Code R7-2-614(G) for the position being offered, possession of those requirements mandated by 10 USC §§2031 *et seq.* and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Instructor agrees to be "highly qualified" in all assigned subjects or as otherwise required by state or federal law and to hold all requisite endorsements by the commencement date of this Contract. Instructor agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Instructor's employment may be terminated if these conditions are not satisfied.

3. Instructor understands and agrees that Instructor is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies

to which the District may be entitled, District shall not be obliged to pay or compensate Instructor for work performed during such period and District may deduct any of the salary erroneously paid to Instructor attributable to such period from any other monies owed to Instructor by District.

Should Instructor's fingerprint clearance, certificates(s), and/or endorsement(s) lapse during the term of the Contract or should the fingerprint clearance card be revoked for an appealable and non-violent offense, the District, in its sole discretion, may continue to employ Instructor at the daily substitute teacher rate while Instructor is awaiting fingerprint clearance. Instructor shall be accompanied by a person holding a valid fingerprint clearance at all times when Instructor is in the presence of students. In no event shall any part of the difference between the salary stated in the Contract and the daily substitute teacher rate be returned to Instructor for the period in which Instructor failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Instructor a Base Salary of \$_____ based upon a ___ Full Time Equivalence (FTE) as approved and appropriated by the Governing Board and the Marine Corps contract with the District. As a "certificated teacher" pursuant to the Arizona Administrative Code, Instructor shall also receive performance pay if Instructor otherwise qualifies for such pay in accordance with the District's Performance Pay Plan, unless such change is brought about by the changes described in paragraphs 5, 6, 7, and 8. Instructor's pay shall be made in equal payments throughout the school year pursuant to the annualized pay plan selected by the Instructor.

5. In addition to salary, Instructor also shall receive performance pay if Instructor qualifies for such pay in accordance with the District's Performance Pay Plan and subject to any reduction in Classroom Site Funding as described in paragraph 6 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 and Certified Supplemental Salary Schedule. Instructor acknowledges that if Instructor resigns or engages in behavior in violation of state or federal law and/or District policies to the extent that Instructor is terminated or resigns in lieu of a recommendation that Instructor be terminated, this shall, in and of itself, be deemed to be a failure of Instructor to comply with the performance plan and, therefore, results in Instructor being entitled to no portion of the Classroom Site Fund performance pay. Instructor shall also receive such fringe benefits as the Governing Board approves for this fiscal year.

6. 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 Instructor's Base Salary or which will entitle Instructor to performance pay if the Instructor maintains a valid Arizona teaching certificate and otherwise qualifies under the District's performance pay plan. Instructor expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Instructor 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.

7. Instructor acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 4 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2015-2016 fiscal year is less or becomes less than that authorized at the beginning of the 2014-2015 fiscal year; (2) the District fails to receive during the 2015-2016 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 12, 2015, the District anticipates receiving for use in the 2015-2016 fiscal year from the Arizona legislature or from any federal fund. In no event, however, shall Instructor's salary fall below the minimum pay rate required by the Marine Corps. The Instructor will be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs pursuant to this paragraph. Should such reduced funding occur, the governing Board may eliminate Instructor's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

8. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2015-2016 is more than was assumed in the revenue projection in the preliminary budget or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source and the Governing Board, in its sole discretion agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Board may, in its sole discretion, increase Instructor's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Instructor in an amount not to exceed five percent (5%) of the Base Salary to supplement Instructor's Base Salary during the fiscal year. The one time payment may be paid to Instructor in a single payment or in multiple payments at such times as may serve the best financial needs of the District. Due to the requirements for additional pay which may occur because of the Instructor's unique funding conditions under the District's contract with the United States Marine Corps and because those additional funding requirements to Instructor do not equally apply to other non-military teachers within the District, the District may, in its sole discretion, use all or a portion of any additional funding toward payment of the additional amounts required to be paid to Instructor pursuant to Paragraph 9 below.

9. If the United States Government increases the pay of military personnel which requires an increase in pay to MJROTC personnel or if Instructor, pursuant to federal law, receives any increase in salary based upon years in service, District shall increase the amount of pay due and owing under this Contract to the amount required by federal law; on the other hand, should sequester or other federal government funding cuts reduce the amount of pay required to be made to military personnel which requires a similar cut in pay to MJROTC personnel, the Contract pay amount shall be similarly decreased to reflect the loss of pay required by federal law.

10. Should Instructor believe there is a mistake in Instructor's Base Salary resulting in Instructor receiving less than what Instructor would be entitled under Federal law, the contract with the United States Marine Corps, or District salary schedule, the Instructor shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the

mistake. If Instructor does not notify the District within these thirty (30) days, Instructor waives the right to additional amounts under the current Contract. If the Instructor has received more money than the Instructor is entitled for work performed, or receives additional benefits to which Instructor is not entitled without paying the District, Instructor shall, at the District's option (a) immediately repay any amount erroneously paid to the Instructor or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Instructor in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

11. Instructor warrants the truth of all representations and statements made by Instructor to District in connection with this Contract as well as those contained in the Instructor's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Instructor recognizes that 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. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

12. Pursuant to A.R.S. §15-550, if Instructor is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Instructor shall immediately report the arrest or charge to Instructor's supervisor. Failure to do so shall result in immediate dismissal following an informal due process hearing.

13. Instructor agrees to teach such grade, grades, or subjects within the Marine Corps Junior Reserved Officer Training Corps curriculum as the Instructor may be assigned to teach, and to perform such other duties as may be assigned. Instructor 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. Instructor recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Instructor does not fulfill the obligations under this Contract. Instructor and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single Instructor, are difficult to determine and, therefore, that it is appropriate to assess an amount certain as liquidated damages. Instructor and District agree that the liquidated damages which may be assessed against Instructor for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000).

15. If Instructor resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Instructor to disciplinary action by the State Board of Education and/or the Marine Corps.

16. 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 as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

17. As additional consideration for Instructor's services, the District will allow the Instructor reasonable use of a designated District computer when the Instructor is not on duty and the computer is not reserved for other District use, provided that the Instructor agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination. To the extent that Instructor's use increases the District's cost, the District shall require reimbursement from Instructor.

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

19. Instructor shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, or genetic code.

20. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. Instructors shall not be entitled to paid vacation days nor to any right of accumulation of vacation days reimbursable by the District which differ in any manner from benefits offered to Professional Staff under Policy GCCA. Any subsequent amendment or addendum to this Contract must be in writing and signed by both parties.

21. If Instructor is a non-continuing Instructor with the District, Instructor agrees that if Instructor's specific job position has been funded by specific sources of federal, special, or grant funding, then this Contract is expressly contingent upon the District's receipt of said funds for 2015-2016 or continuation of funding through the conclusion of the contract period. If said funds are not received in whole or part by the District, then this Contract shall serve as notice of an intent to nonrenew Instructor at the end of the 2015-2016 contract based on the failure of funding. No further notice shall be required pursuant to A.R.S. §15-536 and §15-544.

22. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

23. An Instructor may maintain a valid Arizona teaching certificate and/or given Instructor's role with the MJROTC program, the District and Instructor agree that should Instructor be evaluated as a certificated teacher, then the following shall apply:

- A. Instructor shall be evaluated pursuant to A.R.S §15-537 through use of an evaluation system and instrument adopted and approved for use pursuant to A.R.S. §15-203(A)(38) in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the contract is signed. Instructor specifically agrees that the system and instrument adopted by the District and in effect as of the date of Instructor's first formal observation shall be the system and instrument used to evaluate Instructor for the remainder of the school year, except and to the extent that any other modification of the evaluation system or instrument is required by law during the course of the year.
- B. Instructor understands and agrees that if Instructor is a continuing teacher as defined in A.R.S. §15-538.01, but who has been designated in the lowest performance classification for the current school year, then Instructor shall become a probationary teacher for the subsequent school year and shall remain a probationary teacher until Instructor is either designated in one of the two highest categories or is dismissed or non-renewed following an unsuccessful completion of a forty-five (45) school day improvement plan.

24. Instructor understands and agrees that pursuant to A.R.S. §15-537, Instructor may be transferred to a different school within the District or may be precluded from transferring to a different school within the District, depending, in part, upon the classification of the Instructor. Any transfer of an Instructor to a different school is solely within the discretion of the District in compliance with A.R.S. §15-537 and Policy GCK.

25. By signing this Contract, Instructor acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract. The execution of this Contract was authorized at a legally convened meeting of the Governing Board. This Contract cancels and supersedes all prior employment contracts between the parties.

26. **FOR ALL PROBATIONARY TEACHERS,**¹ the District may choose to not reemploy Teacher for a subsequent term without provision of hearing where District has complied with all applicable notice provisions required by A.R.S. §15-536 and, when applicable, §15-538.

27. **FOR ALL INITIAL HIRES,**² on or before the first day of work specified in Paragraph 1, as an initial hire:

¹ Probationary Teachers – a Teacher who has not been employed by the District for more than the major portion of three (3) consecutive school years or who has been returned to probationary status pursuant to A.R.S. §15-536(D). This includes all Initial Hire Teachers.

² Initial Hire – a Teacher who is employed by the District as a new hire entering into a first Teacher contract with the District or a Teacher who failed to return a contract within the time limit specified but who desires to be employed by the District.

- A. If Teacher does not presently possess a regular Arizona Teaching Certificate, Teacher shall have filed no later than the return of this Contract an application for certification with the Arizona Department of Education and filed the required supporting documentation and the conditional certificate with the County School Superintendent. The regular certificate must be issued to Teacher and presented to District within three months of the date of commencing employment.
- B. Teacher shall have secured either highly qualified status or a provisional status license. If Teacher has a provisional license and fails to become highly qualified on or before February 15, 2016, this Contract shall be nonrenewed for the reason that Teacher has failed to become highly qualified. This notice shall comply with all legal provisions of nonrenewal without need for any further notification or process as required by A.R.S. §15-536 *et seq.*
- C. District shall have received a positive response from the background investigations/reference checks.
- D. Teacher shall provide District with documentation demonstrating lawful work authorization status.
- E. Teacher shall provide the District proof of immunization for Rubella or Rubeola unless Teacher is subject to one of the exceptions in District policy GBGC and GBGCA.
- F. Initial Hire Teachers may be given less than fifteen (15) business days in which to return this Contract. Notwithstanding the deadline set out in Paragraph 28 of this Contract, Initial Hire Teachers must return this contract within five (5) days.

28. Instructor must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from the date the contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Instructor's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Instructor to the District. Note: If a contract has not been transmitted to Instructor by the end of the current school year, the transmittal of an electronic contract to the Instructor prior to the start of the next school year shall be submitted to both the Instructor's school district e-mail and the Instructor's personal e-mail in order to notify Instructor of the offer of contract. Instructor shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Instructor's failure to submit a personal e-mail to Human Resources shall relieve the District of transmitting the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Instructor acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Instructor's Signature Date Contract Issue Date

Governing Board President

Governing Board Vice President

Tolleson Union High School District No. 214
NOTICE OF EMPLOYMENT
(At-Will Employment)
2015-2016

Employee Name: _____

You are hereby notified that, pursuant to action taken at a meeting of the Tolleson Union High School District No. 214 Governing Board held on _____, your employment with the District for the position of _____ has been authorized by the Governing Board.

The effective date of your employment upon your acceptance of this Notice of Employment shall be: _____, 2015. Your hourly rate of pay shall be: \$ _____ for _____ scheduled hours per day for Calendar Type _____. You shall be entitled to receive employment benefits in accordance with the employee benefit policies that apply to your specific position with the District. To the extent appropriate for the occasion and as part of your compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

Your signature below signifies that you have read and understood this Notice of Employment and agree to abide by the terms set forth below:

1. You shall use your best efforts to faithfully perform all duties assigned to you by those with authority to assign such duties.
2. You shall comply with all federal, state, and local laws applicable to your position and your employment with the District.
3. You shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, or genetic code.
4. You shall receive satisfactory clearance through the federal E-Verify program.
5. You shall comply with the requirements of your job description, Governing Board Policies, and related Administrative Regulations. One of these job requirements is that, other than an emergency situation, you will not perform overtime work without receiving prior approval from your supervisor or building administrator. If you do perform overtime work when there is no emergency or when you did not get prior approval from your supervisor or building administrator, you will be paid for the overtime work, but you will also be subject to discipline up to and including possible termination.
6. This appointment is contingent upon final approval of the 2015-2016 budget as required by Arizona Law (A.R.S. §15-905). The hourly wage stated above is subject to the condition that funding to the District is not reduced. In the event of a budget shortfall, the Governing Board may, in its discretion, reduce your wages (although not below the minimum

wage), reduce your hours, or reduce the number of staff. If the Governing Board reduces hours, it will not reduce the hours more than the equivalent of five (5) days' pay based on a 1.0 FTE. The District will give you at least ten (10) working days' notice of any reduction of wages, hours, or staff.

7. If the funding that is made available to the District by the Legislature's budget for 2015-2016 is more than was assumed in the Governing Board's preliminary budget for 2015-2016, or if, through savings, more funds are available in the Maintenance and Operation budget than originally projected, or if additional funding is provided to the District from any federal or state source which may be used for salaries, benefits, and/or employee related expenses, the Governing Board may, in its sole discretion, use a percent of the difference between the amount actually provided and the amount budgeted to provide Employee with a one-time payment not to exceed the equivalent of five (5) days' pay based on a 1.0 FTE.

8. The hourly rate stated above is intended to correspond to your hourly rate as determined by your training and experience for your position that is on record with the District. Should you discover that the sum you are being paid does not correspond to your placement, you shall have thirty (30) days from initiating performance of duties under the Notice of Employment to notify the District of the mistake or you will be deemed to have waived the error. The District will notify you of any errors it discovers as well. If an error is due to a clerical error in preparing the Notice of Appointment or due to a mutual mistake by the parties, this Notice of Employment shall be amended to reflect the correct amount. If you are entitled to receive additional pay, the District shall pay you the amount you would have received up to the date of the payment had the error not been made or shall increase subsequent paychecks by a prorated portion of the remaining difference between the original and corrected sum. On the other hand, if you received more money than that to which you are entitled or if the District failed to charge you for a benefit that you would ordinarily be required to pay the District, such as dependent health coverage, you shall, at the District's option: (1) immediately repay any amounts erroneously paid to you or on your behalf; or (2) be deemed to have authorized the District to reduce future payments to you to make up for any amounts erroneously paid.

9. If driving is required as part of your position description, you must maintain a valid driver's license and/or a CDL to operate a school vehicle at all times while employed by the District. The District shall be entitled to review your driving record periodically with the Arizona Department of Motor Vehicles and will do so.

10. You certify that in addition to signing a separate affidavit attesting to the same, you have not been convicted of any offenses as defined in A.R.S. §13-604.01 or §15-512, nor have you admitted to the same in open court or pursuant to a plea agreement, nor are you awaiting trial regarding the same. You must immediately notify the Superintendent if you are convicted of any offense defined in A.R.S. §15-512 or admit in open court to pursuant to a plea agreement to any such offense in the future while you are employed by the District. Pursuant to A.R.S. §15-550, if you are arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), you shall immediately report the arrest or charge to your supervisor. Failure to do so shall result in immediate dismissal.

11. If, during the term of this Notice of Employment, you retire with the Arizona State Retirement System (ASRS) and return to work under ASRS provisions, the District shall,

pursuant to A.R.S. §38-766.02, deduct the alternative contribution rate from your wages. Pursuant to A.R.S. §38-766.01, you shall not accrue credited service, retirement benefits, or be entitled to long term disability program benefits.

12. Your employment with the District is at-will. This means that you are entitled to terminate your employment with the District for any reason or for no reason, with or without advance notice. It also means that you have no right of continued employment with the District. In accordance with Governing Board Policy GDB, the employment of an at-will employee may be terminated by action of the Governing Board for any reason or for no reason, with or without advance notice, as the Governing Board desires. No employee or Governing Board member has the authority to make any agreement or contract to the contrary. No District Policy or Administration Regulation or item within any District handbook is intended to, and shall not operate to, create any property or contract rights inconsistent with your at-will employment status. Any reference to a term of employment is solely for ease in bookkeeping and does not serve to create a contract or a term employment.

13. This Notice of Appointment also serves as the District's notice of intent to re-employ you at the beginning of the next school year. This means that you are not entitled to file for unemployment insurance over the summer. If you do apply for unemployment over the summer claiming you were laid off by the District, you will be considered to have committed fraud against the District and will be subject to discipline and a requirement to reimburse the District for any funds it may be required to pay any portion of your claim or to defend against your claim.

14. In the event that any covenant, term, condition, or provision of your Notice of Appointment is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from the rest of the Notice of Appointment and the remaining terms, conditions, and provisions shall remain in full force and effect to the extent permitted by law.

15. You must sign this Notice of Appointment and return it to the District Human Resource's office within five (5) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Notice of Appointment, does not add any additional terms to the Notice of Appointment, and is delivered to the Governing Board within the five (5) business days from the date the Notice of Appointment is received. The date the Notice of Appointment is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the your school provided mailbox if you have one, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to your last known address that you provided to the District. Note: If a notice of appointment has not been transmitted to you by the end of the current school year, the transmittal of an electronic notice of appointment to you prior to the start of the next school year shall be submitted to both your school district e-mail and your personal e-mail in order to notify you of the offer of employment. You are responsible for submitting your personal e-mail to Human Resources personnel at the District for this purpose. If you fail to submit a personal e-mail to Human Resources, the District does not have the duty to transmit the Notice of Appointment to you by any electronic mail address other than the school provided e-mail address.

Employee Signature

Date

Issue Date

Governing Board President

Governing Board Vice President

SUMMARY OF AGENDA ITEM

DATE: March 10, 2015
TO: Dr. Lexi Cunningham and Governing Board Members
SUBJECT: Resolution of Breach of Contract – Sayaka Yasui

PURPOSE:

Administration seeks a Governing Board approved resolution for the unprofessional behavior of Westview High School teacher Sayaka Yasui.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

Ms. Yasui signed a certified employment contract for the 2014-2015 school year. Subsequent to signing a contract, she submitted a letter of resignation.

Paragraph 17 of the Teacher's Employment Contract states, "Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Teacher does not fulfill the obligations under this Contract. Teacher and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single teacher are difficult to determine, and therefore that it is appropriate to assess an amount certain as liquidated damages. Teacher and District agree for the purposes of this paragraph "resigning" and "resignation" shall include Teacher retiring during the school year unless the retired teacher remains in the classroom under ESI, smartschoolsplus or a similar "return to teaching plan" which serves to retain Teacher in the classroom for the balance of the school year. Teacher and District agree that the liquidated damages which may be assessed against Teacher for resigning, with Board approval, during the term of this Contract shall be in the amount of One Thousand dollars (\$1,000.00)."

When the Governing Board approved the 2014-2015 teacher's employment contract language, it was agreed that the existence of one or more of three extenuating circumstances would preclude a teacher from having to pay the liquidated damages – (1) a promotional opportunity (e.g., from a teaching position to an administrative position); (2) a teacher's health issue(s) that would not allow him/her to fulfill the duties as a teacher; and (3) the relocation of a spouse – and that specific and verifiable information would be included in the teacher's resignation letter.

Mr. Yasui's name was listed on the January 13, 2015 Governing Board meeting agenda, under the Human Resources, Personnel listing, as "Resignation/Release from Employment Contract (Pending Payment of Liquidated Damages)". Following the January 13 Governing Board meeting, a letter of notification was sent to Ms. Yasui on January 19, 2015 stating that the Governing Board had accepted her resignation pending the payment of liquidated damages, and that she had thirty days from the date of the letter in which to make payment or her name would be taken to the Governing Board at the next scheduled meeting following the expiration of the thirty day period for breach of contract and subsequent reporting to the Arizona Department of Education. Ms. Yasui did not pay the liquidated damages fee within the thirty day period and has not been released from her teaching contract.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

The teacher's employment contract language was drafted by the District's attorney and is a legal and binding document. Both the District and the teacher have an obligation to follow the requirements of the document.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board approve the resolution for breach of contract by Ms. Sayaka Yasui and that said resolution is sent to the Arizona Department of Education.

Submitted by: Laura Marie Edwards Date: 3-3-15
Approved by: Walter Cunningham Date: 3-3-15



**GOVERNING BOARD
TOLLESON UNION HIGH SCHOOL DISTRICT #214
MARICOPA COUNTY, ARIZONA**

**RESOLUTION
BREACH OF CONTRACT – SAYAKA YASUI, TEACHER**

WHEREAS, the 2014-2015 Tolleson Union High School District Teacher’s Employment Contract contains language requiring the payment of liquidated damages in the amount of \$1,000 and payable to Tolleson Union High School District in the event that a teacher signs a contract and subsequently resigns during the term of the contract.

WHEREAS, the existence of one or more of three extenuating circumstances would preclude a teacher from having to pay the liquidated damages – (1) a promotional opportunity (2) a teacher’s health issue(s) that would not allow him/her to fulfill the duties as a teacher; and (3) the relocation of a spouse – and that specific and verifiable information would be included in the teacher’s resignation letter. Said employee would be released from the District pending Governing Board approval.

WHEREAS, a teacher who resigns subsequent to signing said contract and does not meet one of the three exceptions will not be released from the Tolleson Union High School District until such time as the Governing Board has approved the resignation of said teacher and payment of liquidated damages has been made by said teacher within a specified thirty day period.

WHEREAS, if said employee does not pay the liquidated damages fee within the specified thirty day period, the employee’s name will be taken to the Governing Board at the next scheduled meeting following the expiration of the thirty day period for breach of contract and subsequent reporting to the Arizona Department of Education.

NOW, THEREFORE, BE IT RESOLVED, Ms. Sayaka Yasui has not paid the liquidated damages fee within the specific thirty day period, has not been released from her teaching contract with the Tolleson Union High School District, and will be reported to the Arizona Department of Education for breach of contract.

This resolution was moved, seconded, and passed at a meeting of the Tolleson Union High School District #214 Governing Board on March 10, 2015.

GOVERNING BOARD
TOLLESON UNION HIGH SCHOOL DISTRICT #214
OF MARICOPA COUNTY, ARIZONA

Steven Chapman, Member

Devin Del Palacio, Member

Corina Madruga, Member

Vincent Moreno, Member

Freddie Villalon, Member

SUMMARY OF AGENDA ITEM

DATE: March 10, 2015
TO: Dr. Lexi Cunningham and Governing Board Members
SUBJECT: NASSP Conference Update

PURPOSE:

Site Administrators will provide an update on the annual National Association of Secondary School Principals (NASSP) Conference.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The annual NASSP conference, "Ignite 15," was held in San Diego, CA on February 19-21, 2015.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

Understanding the necessity of staying current, connected, and equipped for leadership, the NASSP professional development conference brought together a national network of expertise and resources that can be implemented in the schools.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

Information only. No Governing Board action is required.

Submitted by: Karen Marie Eubanks Date: 3-3-15
Approved by: Lexi Cunningham Date: 3-3-15

SUMMARY OF AGENDA ITEM

DATE: March 10, 2015
TO: Dr. Lexi Cunningham and Governing Board Members
SUBJECT: Budget Update

PURPOSE:

Dr. Cunningham and Tracy McLaughlin, Director of Financial Services, will provide an update on the District's budget.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

Governing Board Policy DB; Annual Budget.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

As the District prepares for FY16, an update of the state's education budget projections and its effect on the District's budget will be shared with the Governing Board.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

Information only. No Governing Board action is required.

Submitted by: Karen Marie Eubank Date: 3-3-15
Approved by: Lexi Cunningham Date: 3-3-15

SUMMARY OF AGENDA ITEM

DATE: March 10, 2015
TO: Dr. Lexi Cunningham and Governing Board Members
SUBJECT: First Reading – Policy JFABB; Admission of Exchange and Foreign Students

PURPOSE:

Administration seeks Governing Board approval of the first reading of Policy JFABB; Admission of Exchange and Foreign Students.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The Governing Board has sole responsibility for adopting Governing Board policies and charging administrative employees with implementing them.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

Current policy does not address the number of foreign exchange students that may attend a District school. The recommended revised policy clarifies the number of foreign exchange students that may enroll in District schools.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board approve the first reading of Policy JFABB; Admission of Exchange and Foreign Students.

Submitted by: Karen Marie Eubanks Date: 3-3-15
Approved by: Lexi Cunningham Date: 3-3-15

**ADMISSION OF EXCHANGE
AND FOREIGN STUDENTS**

(Foreign Exchange Students)

The Governing Board may admit nonresident foreign students without payment of tuition or as it may otherwise prescribe.

The number of foreign exchange students shall not exceed one (1) exchange student for each five hundred (500) students enrolled in the school. Exceptions may be made by the Superintendent.

The principal will review requests, and a decision will be made to allow or disallow admittance under this policy. The decision may be appealed to the Superintendent.

Exchange students who do not meet the conditions stipulated in A.R.S. 15-823 may be admitted on a tuition basis, following approval by the principal.

Admission of nonresident foreign students and foreign exchange students is subject to available student enrollment capacity, on an annual basis.

Adopted:

LEGAL REF.: A.R.S. 15-823

SUMMARY OF AGENDA ITEM

DATE: March 10, 2015
TO: Dr. Lexi Cunningham and Governing Board Members
SUBJECT: Governing Board Resolution Regarding The Governor's Budget Proposal

PURPOSE:

At the request of Governing Board President Steven Chapman, the Governing Board members are asked to consider and approve, if desired, the Governing Board Resolution Regarding The Governor's Budget Proposal.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

N/A

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

N/A

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board consider and approve, if desired, the Governing Board Resolution Regarding The Governor's Budget Proposal.

Submitted by:  Date: 3-3-15

Approved by:  Date: 3-3-15

TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214

**GOVERNING BOARD RESOLUTION
REGARDING THE GOVERNOR'S
BUDGET PROPOSAL**

WHEREAS, the Governing Board of the Tolleson Union High School District works diligently to ensure students receive the highest quality education and are safe on our campuses;

WHEREAS, over the past seven years, we have had to make significant cuts to our “non-classroom” spending such as custodians, counselors, nurses, administrators, and many others who directly impact student safety and academic success;

WHEREAS, budgets to operate school districts have shrunk, but the cost to operate districts has increased, such as gas prices, utilities, and insurance, thus creating a situation that causes a larger percentage of funds to be spent in these areas;

WHEREAS, Governing Board Members are elected in order to have a positive impact on the students in our district and to always ensure that as many dollars as possible are allocated to our classrooms;

WHEREAS, further reductions will be detrimental to providing the necessary funds to support the facilities, operations, support and administrative staff to continue the high levels of student safety and academic success we have historically provided;

BE IT RESOLVED, therefore, that on this 10th day of March 2015, the Governing Board,

Denounces Governor Ducey’s proposed Executive Budget; and

Urges the Arizona State Legislature to further analyze, study and truly understand how further reductions to “non-classroom” funding will negatively impact the students, faculty, staff and facilities of the Tolleson Union High School District.

Steven Chapman, President

Devin Del Palacio, Vice President

Corina Madruga, Member

Vincent Moreno, Member

Freddie Villalon, Member