

This Contract shall be for employment in a Post-Retirement Certificated Teaching Position. To qualify for such a position, Employee has expressly represented that Employee has attained retirement under Arizona State Retirement System ("ASRS") guidelines and has terminated employment with the District or other Arizona public employer at least twelve months before the date of employment under this Contract.

I understand the Tucson Unified School District, for the 2019-2020 school year, agrees to perform faithfully all duties assigned according to law and the rules legally established for the government and operation of the schools. Failure to meet stated requirements could constitute grounds for dismissal, subject to all statutory and District regulations governing dismissals.

The District and the Employee mutually agree that this contract is subject to termination by the Board for good cause, including but not limited to the Employee's ethical, moral, or professional misconduct, evident unfitness to perform assigned duties, insubordination, inadequate performance of duties, and/or violation by the Employee of any of the terms of this Contract or any Board policy.

This contract is expressly conditioned on the Employee holding and maintaining during the entire term of this Contract, appropriate certification and a valid fingerprint card issued pursuant to A.R.S. §41-1758 and 15-534, as required.

Annual Salary: In consideration of said services, satisfactorily performed, the Governing Board, on behalf of the School District, agrees to pay the above named individual an annual salary listed below. The base rate of pay shall also be prorated to reflect the actual days of service if less than 207 days. Compensation may also include an advanced degree stipend or such other stipends as Employee may be eligible to receive however those amounts are not included in this contract.

Employee shall be entitled to receive the fringe benefits provided by the District to non-post retirement Certificated Teachers.

Notwithstanding anything to the contrary in this Contract, Employee acknowledges and agrees that Employee is being employed under this Contract for the 2019-2020 school year pursuant to A.R.S. 38-766.01, which permits a retiree under the Arizona State Retirement System (ASRS) to return to work for an ASRS employer under specific circumstances and conditions. In addition to those conditions set forth above, Employee acknowledges and agrees that: a) Employee's employment is for the 2019-2020 school year only; b) that Employee has no expectation of or right to continued employment beyond this school year; c) that Employee's employment is not subject to the statutory requirements of A.R.S. §§15-536, 15-538, 15-538.01 and 15-539 through 15-543 relating to offers of contract, non-renewal and dismissal; and d) that the District will not pay contributions on behalf of the employee to the ASRS, nor will the Employee accrue credited service, additional retirement benefits or long term disability program benefits through the ASRS for the period Employee returns to work in a post-retirement status.

This Contract contains the entire agreement between the parties and any prior or contemporaneous agreements, whether written or oral, are voided by execution of this Contract. Any subsequent amendment or addendum to this Contract must be in writing and be signed by both parties. This Contract and any subsequent amendment, revision, or addendum to this Contract is subject to all applicable State and Federal statutes. In any legal action brought to enforce the terms of this Contract, or to terminate the Contract, the prevailing party shall be entitled to an award of attorneys' fees.

I hereby accept this agreement subject to the provisions listed above. I understand that failure to electronically accept this contract within fifteen (15) days of its issuance will void this offer of employment.