

CONTRACTS 31-1 Contracts

~~Each certified teacher, certified or licensed professional employed by Tucson Unified School District shall be issued the following contract. Any MBU identified in Appendix 1 who will be employed by the District for the 2017-2018 contract year shall be issued a written contract similar to the sample contract identified below.~~ The TEA President/designee may review for accuracy the annual employment contracts prior to their distribution.

Sample Contract:

Title: Certificated and Licensed Contract ~~f~~For 2017~~6~~-2018~~7~~

[Employee], being appointed to perform duties in the Tucson Unified School District for the 2017~~6~~-2018~~7~~ 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.

This Contract is expressly conditioned upon the Employee holding (or having filed an application and completed all of the requirements for) any licensure or certification (with appropriate endorsement(s) or approved areas issued by the Arizona Department of Education ~~including SEI endorsement as appropriate to the position held as~~ appropriate to the position held) on or before the first duty day of the 2017~~6~~-2018~~7~~ school year.

This Contract is expressly conditioned on the Employee holding and maintaining during the entire term of this contract 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 the Total Amount of the Contract as an annual salary, for full time equivalency (FTE). Partial contracts will be prorated accordingly. The base rate of pay shall be prorated to reflect the actual days of service if less than ~~the 217 days specified~~ the number of days as specified in Article 12 of the Consensus Agreement. Compensation may also include an advanced degree stipend as specified in Article 29 of the Consensus Agreement. Such stipends will also be prorated to reflect the actual days of service if less than the ~~217~~ number of days specified in Article 12.

~~Should contract negotiations not be completed prior to the start of the new fiscal year, the salary set forth in this contract will be based on the current salary schedule and is subject to change pending negotiations.~~

~~Should the Employee terminate this contract during the term of the contract at any time other than the end of a semester, the above named individual will be required to pay the district a total amount of \$2,000.00 as liquidated damages. Employee will be obligated to pay the District the amount of \$2,000.00 if any of the following were to occur: Employee terminates contract after the first day of duty has commenced at any time other than the end of a semester. Should Employee sign the contract, but choose to terminate the contract prior to the commencement of the first day of duty of the new school year, Employee will not be obligated to pay the district \$2,000.00 or be in breach of this contract.~~

Classroom site fund plan: A teacher may qualify to be paid ~~301 Pay to Perform~~Performance Pay monies pursuant to the "Implementation plan for the classroom site fund" ("Peformance Pay Plan") for the 2017~~6~~-2018~~7~~ school year adopted by the TUSD Governing Board. ~~The District's performance pay policy shall be distributed among District teachers who qualify for such payments, the monies received by the District pursuant to, and as a result of, Classroom Site Fund that are required to be allocated for teacher compensation based on~~

performance. In accordance with the Performance Pay Plan, the monies received by the District pursuant to, and as a result of, the Classroom Site Fund that are required to be allocated for teacher compensation based on performance shall be distributed among District teachers who qualify for such payments.

If MBU Employee qualifies to be paid Performance Pay, pursuant to the District's Performance Pay Plan, the method and timing of payment of such monies, as well as the amount of any such Performance Pay, shall be as specified in the Performance Pay Plan. Any Performance Pay earned by the Employee under the Performance Pay Plan shall be in addition to the monies earned by the Employee as base salary.

All Classroom Site Fund increases anticipated by this contract are contingent upon receipt of funding or legislative authorization to expend. Any increase realized for a given year may be decreased for subsequent years if the level of funding received by the District or if expenditures authorized by the legislature for these components of Classroom Site Fund are not maintained or are decreased, or if the teacher does not qualify or successfully participate in a plan implementing the component.

The Total Amount of the Contract shall be the combination of: (1) the base salary for the step to which Employee is assigned on the Employee's applicable salary schedule set forth in Article 29 of the Consensus Agreement approved by the Governing Board for the 2017-2018 contract year ("2017-2018 Consensus Agreement"), and (2) any applicable Performance Pay which shall be identified as "Supplemental Base" and/or "Supplemental Menu" on said salary schedule. The step on Employee's applicable salary schedule that is assigned to Employee is listed below at "Salary Sch."

The District is providing this Contract to Employee to confirm Employee's appointment for the 2017-2018 school year. Employee understands and agrees that the Total Amount identified below is the total amount for the step assigned to Employee for the 2017-2018 Consensus Agreement. Employee acknowledges that the Total Amount may increase if the Governing Board approves an amendment to increase either the base salary or supplemental monies. Employee will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Employee. An amendment will only be required if the Consensus Agreement is amended to reduce the Employee salary.

The District will notify Employee electronically through Infinite Visions if the Governing Board approves a step increase and/or if there is a change to the Total Amount as a result of the Governing Board adopting a 2017-2018 Consensus Agreement.

Employee's acceptance of this Contract constitutes acceptance of the Total Amount identified for Employee's assigned step in the 2017-2018 Consensus Agreement as well as acceptance of the assigned step identified as the Salary Sch. below or any applicable step increase that may thereafter be approved by the Governing Board for the 2017-2018 contract year.

Detail:

- Issued by: Tucson Unified School District on [date]
- [Employee Name]
- [Position Description (title)]
- [Position]
- [Total Amount]
- [Salary Schedule (will show step)]

- [Start Date (for contract year)]
- [FTE]
- [Type of Contract (Regular, Temporary)]

I hereby accept this appointment subject to the provisions listed above and those in the Consensus Agreement. I understand that failure to electronically accept or return a signed contract to the Human Resources Department within fifteen (15) days will void this offer of employment.

| Signature: ~~Heliodoro T. Sánchez, Ed.~~ D Superintendent of Schools