

The "Employee", being appointed hereby to perform duties in the Tucson Unified School District for the 2017-2018 school year, hereby agrees to perform faithfully all job duties assigned and such other tasks as reasonably directed or assigned. Employee agrees to enforce and follow all Governing Board policies and perform duties in a professional manner.

This Contract is expressly conditioned upon the Employee's holding (or having filed an application and completed all the requirements for) a legal Arizona Certificate or License appropriate to the position.

If the Employee's certificate or license is scheduled to expire during the term of this Contract, Employee agrees to renew such certificate and provide proof to the District of such at least sixty (60) days prior to the date Employee's certificate or license is scheduled to expire.

This Contract is expressly conditioned on Employee's holding and maintaining during the entire contract a valid fingerprint card issued pursuant to A.R.S. §41-1758 if required for obtaining the certificate or license.

If SEI Endorsement is required for this position, this contract is expressly conditioned upon the following: (1) Employee's taking the necessary steps to obtain SEI endorsement; (2) pending full SEI endorsement, Employee must comply with the requirements for provisional SEI Endorsement.

In consideration of said services, satisfactorily performed, the Governing Board, on behalf of the School District, agrees to pay the above-named individual for the term of this contract at the rate listed below, per full time equivalency. Partial contracts will be prorated accordingly.

If employment begins after the start of the contract year, the remuneration for the balance of the year shall be determined by the ratio of the number of remaining contract day's bears to the total number of days for that contract year. If this contract is terminated before expiration for any reason, the salary will be paid through the date of separation.

I hereby accept this appointment subject to the provisions listed above. I understand that failure to return this properly signed contract to the Human Resources Department within thirty (30) days will void this offer of employment.

#### ADDENDUM

Specific to the TUSD Superintendent's Leadership Team Member to which this addendum is attached to the contract, the following basic benefits and the number of leave days (sick, personal, vacation) will be provided as outlined below:

##### A. Insurance

For the 2017-2018 fiscal year, (30 or more hours/week) eligible Superintendent's Leadership Team Member will pay up to 10% of the cost of the PPO Medical Premium for the District sponsored single coverage premium.

b. The following optional insurance programs are available for a Superintendent's Leadership Team Member at his/her own expense:

- i. Medical Insurance
- ii. Dental Insurance
- iii. Dependent coverage for medical and/or dental care
- iv. Income protection (short term)
- v. Life Insurance (up to three times salary or a maximum of \$300,000)
- vi. Vision
- vii. Group Term life

c. All full-time Superintendent's Leadership Team Members shall be provided at District expense with a term life Insurance policy equal to the Superintendent's Leadership Team Member's base salary as of July 1, but not less than \$10,000. Part-time Superintendent's Leadership Team Members shall receive, at District expense, a term life insurance policy equal to half of the Superintendent's Leadership Team Member's base salary, but not less than \$5,000.

d. All full-time Superintendent's Leadership Team Members shall be provided with short-term disability at District expense.

e. TUSD offers a confidential Employee Assistance Program (EAP), at no cost. This program provides for comprehensive dependent care and work/life information online 24 hours a day. Child, elder and spousal care, family issues, education, consumer information referrals, financial and legal issue consultation, health and wellness assistance is also available.

f. TUSD also offers voluntary deferred compensation programs (403b, Roth, and 457) that allow you to set aside additional money for retirement. For more information, please visit the TUSD Benefits webpage at <<http://www.tusd1.org/contents/depart/benefits/retplans>> to view the list of approved vendors, and to access the TSA Consulting Group Salary Reduction Agreement (enrollment) form. Once you enroll, TSA will notify TUSD to begin payroll deductions. An Employee Assistance Program (EAP) provider service is available to the member at no cost.

B. Travel Expenses

a. Mileage for work-related travel outside the District will be paid at the rate authorized by the State of Arizona and adopted by the Governing Board. The District (through Department Budgets) shall pay a portion of the professional dues required of individual Superintendent's Leadership Team members as determined by the Superintendent.

C. Other Fringe Benefits

a. Newly hired Superintendent's Leadership Team Members from outside of Southern Arizona shall be paid a maximum of \$2,500 in reimbursement for moving expenses.

b. Designated Superintendent's Leadership Team Members shall receive an \$8,000 per year stipend in addition to his/her salary to defray costs for:

i. Membership and participation in appropriate civic organizations and/or events

ii. Costs for cell phone and data service - all Superintendent Leadership Team Members are expected to be available twenty-four hours a day seven days a week.

iii. Travel costs incurred for travel within the school district.

c. Superintendent's Leadership Team Members, with a Ph.D., Ed.D. or J.D., shall receive a \$1,000 educational stipend. This stipend will be prorated as "applicable".

~~d. Performance Based Compensation: A performance based bonus of up to \$10,000 may be earned for achieving goals as established by mutual agreement between Employee and Superintendent.~~

D. Leaves of Absence with Pay

a. Personal Leave

i. Superintendent's Leadership Team Members are entitled up to six (6) days per fiscal year of Personal Leave.

ii. Personal leave is awarded to eligible Superintendent's Leadership Team Members on July 1 of each year. Any days unused as of the end of the Superintendent's Leadership Team Member's contract year may be accumulated and carried over as sick days.

iii. Non-emergency use of Personal Leave should be scheduled with the immediate supervisor.

b. Sick Leave

i. Superintendent's Leadership Team members are entitled to accumulate sick days as follows:

1. Twelve (12) month Superintendent's Leadership Team Members are awarded fifteen (15) days of sick leave at the beginning of their employment at TUSD. Five days (5) each year thereafter is accrued from a monthly pro-rated basis starting with the first day of employment. Up to 160 days of sick leave may be accrued. There is no available sick leave payout for Superintendent's Leadership Team Members.

c. Vacation Days

i. Superintendent's Leadership Team Members receive twenty-five (25) days (200 hours) of vacation entitlement each year. Vacation entitlement is accrued on a monthly pro-rata basis starting with the first day of employment as a 12-month Superintendent's Leadership Team Member.

ii. It is the philosophy of the TUSD Governing Board that vacation time is needed and expected to be taken during the year. It is also recognized that there are times in which vacation cannot be taken. In light of this fact:

1. Up to ten (10) days (80 hours) may be carried forward into the next year with a maximum of thirty-five (35) days accrued in any one year.

2. Any unused vacation ~~days, up to a maximum of 40 days, minus up to the allowable carry forward amount,~~ will be paid out to the Superintendent's Leadership Team Member at ~~a rate equivalent to the Superintendent's Leadership Team Member's daily rate of pay upon separation from the District, the end of each year.~~

iii. Superintendent's Leadership Team Members separating from the District shall receive payment for any unused vacation leave at their existing daily rate of pay at the time of separation.

d. Emergency

i. A Superintendent's Leadership Team Member shall not suffer reduction of pay or Personal Leave days when he/she is unable to avoid tardiness or absence due to weather, flood, fire or other so-called "Acts of Nature" beyond his/her control.

ii. All leaves taken must be reported through timely submission of Superintendent's Leadership Team Member Absence Forms that are signed by the immediate supervisor.

iii. Medical Leave Assistance Program - consistent with the Exempt Administrator Agreement

E. Professional Liability

a. The District shall, at no expense to each Superintendent's Leadership Team Member:

i. Provide legal counsel and representation to the Superintendent's Leadership Team Member in any legal action brought against the Superintendent's Leadership Team Member, providing the incident(s) giving rise to the legal action arose while the Superintendent's Leadership Team Member was acting within the scope of his/her employment, with the exception of actions brought by the Governing Board.

ii. Defend, hold harmless and indemnify each Superintendent's Leadership Team Member from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent's Leadership Team Member in his/her official capacity as agent and Superintendent's Leadership Team Member of the Governing Board, provided the incident(s) arose while the Superintendent's Leadership Team Member was acting within the scope of his/her employment; and the action was not brought by the Governing Board.

F. Evaluation

- a. Evaluation of Superintendent's Leadership Team Members shall be determined by the superintendent and in compliance with all Laws and Governing Board policies.
- G. Leaves of Absence Without Pay
  - a. Shall be consistent with the Exempt Administrator Employee Agreement.
- H. Variable Office Hours
  - a. With notification to the immediate supervisor, variable office hours may be scheduled as long as each Superintendent's Leadership Team Member works the required number of hours and performs duties in a satisfactory manner. Variable office hours may be applied when normal work responsibilities require a Superintendent's Leadership Team Member's presence at activities beyond the normal workday.