

The Employee, being appointed hereby to perform duties in the Tucson Unified School District for the 2017-2018 fiscal 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. 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 days 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.

The District is providing this Contract to Employee to confirm Employee's appointment for the 2017-2018 school year. The District will notify Employee electronically through Infinite Visions if there is an increase in annual salary after acceptance of this Contract. No written consent to any increase in annual salary will be required from Employee if there is any subsequent increase and/or Pay is amended in any way.

Notwithstanding the term set forth in Paragraph 1 of this Contract, Employee understands that the Governing Board may at its option unilaterally terminate Employee's employment with the District during the term of this Contract, without good cause related to Employee's job performance or conduct, upon a severance payment of ten (10) weeks' pay or pay for the actual number of weeks remaining in the Contract, whichever is less. Payments shall be made based upon Employee's base rate of pay. In addition, the District shall pay Employee's portion of health care costs under COBRA for Employee only (should Employee elect to continue receiving health care benefits through COBRA) for the same ten (10) weeks or the actual number of weeks remaining in the Contract, whichever is less. The Governing Board agrees that it shall not seek to invoke this provision prior to December 15, 2017. Employee understands and agrees that his/her acceptance of this Contract and the monies paid pursuant to this paragraph shall constitute his/her sole legal remedy relative to all compensation and benefits to which he/she might otherwise have been entitled during the term of this Contract, and shall constitute Employee's knowing waiver and release of any such claims against the District. The foregoing provision is not applicable to

Employee's dismissal during the term of this Contract resulting from Employee's poor job performance or misconduct.

The District shall notify Employee on or before May 15, 2018 if the District intends not to renew Employee's employment for the next fiscal year.

**Addendum**

1. Superintendent's Leadership Team members shall receive an \$8,000 per year stipend in addition to his/her salary to help defray costs for membership and participation in appropriate civic organizations and events, costs for cell phone and data service, and for travel costs incurred for travel within the school district.
2. Superintendent's Leadership Team members shall be notified prior to May 15, 2018, if the district's intent is to not offer the Superintendent's Leadership Team member a contract for the new contract year. This provision exempts the Superintendent Leadership Team member from the "unilateral termination" clause in the preceding section.

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.