Apache Junction Unified School District
2018- 2019
Classified At-Will Work Agreement

Document: At Will Work Agreement
Issued By: Apache Junction Unified School District No.43

Employee:
Hire Date:

Position Information

Position:	Start Date:	End Date:	Hourly Rate:
Hours Per Day:	Days:	FTE:	Salary Schedule:
Primary Worksite:			

In consideration of the mutual promises and agreements herein contained, the District hires and employs the Employee, and the Employee agrees to work for the District under the following terms:

Your employment is "at will" and may be terminated by the District, or by you, with or without cause. Termination shall become effective upon Board action. No legitimate expectation of continued employment is created by this notice of appointment, understandings with the District or its agents, interpretations of Board policies, salary/compensation schedules, job descriptions or documents generated by the District. You are expected to comply with the District's policies, regulations, and rules while you are employed.

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 either be paid for the overtime work or receive compensatory time, but you will also be subject to discipline, up to and including possible termination.

This appointment is contingent upon final approval of the 2018-2019 budget. The hourly wage rate 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. The District will give you at least ten (10) working days notice of any reduction of wages, hours, or staff.

If the base support level funding that is made available to the District by the Legislature's budget for 2018-2019 is more than was assumed in the revenue projection in the preliminary budget; if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source; and/or if through cost savings the District has more funds that expected in the budget that may be apportioned toward salaries and if the Board, in its sole discretion agrees to allocate such funds towards salaries and employee related expenses, the Board may do so in the following manner. The Board may, in its sole discretion, increase your hourly wage by an amount not to exceed fifteen percent (15%) of a projected annual salary based upon your hourly wage ("base wage") or may make a one time allocation of funds to you in an amount not to exceed fifteen percent (15%) your base wage to supplement your pay during the fiscal year. The one time payment may be paid to you in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

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 should promptly notify the District of the mistake, but you must notify the District not more than thirty (30) days from the time you discover the error 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 pro-rated 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 for the value of any benefits you received but for which you failed to pay; or (2) Be deemed to have authorized the District to reduce future payments to you (but not in an amount which would reduce your hourly wage

to below the minimum wage) to make up for any amounts erroneously paid or for the value of any benefits you received, but for which you failed to pay. These options shall be in addition to any other civil remedies the District may have.

If Employee has retired with the Arizona State Retirement System and returned to work, the 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 not pay retirement contributions on behalf of Employee during the term of this contract nor shall Employee accrue credited service, retirement benefits or long term disability program benefits under either state law or by District policy.

Employee acknowledges that the District shall place Employee on the salary placement schedule so as to recoup the costs associated with paying an alternative contribution rate pursuant to A.R.S. § 38- 766.02.

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

If you are employed at least thirty (30) hours per week, you will also be entitled to receive such fringe benefits as have been adopted by the Governing Board for the school year. If you are employed at twenty-nine (29) hours or less per week, you may be entitled to earn paid sick time per Board policy.

You shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex (including sexual preference/identity), race, religion, color, national origin, age, disability, veteran's status, political affiliation, or genetic information.

You warrant the truth of all representations and statements made by you to District in connection with this Notice of Appointment as well as those contained in your employment application and any other document submitted to the District concerning qualifications, fitness to carry out job responsibilities, and representations about arrest and conviction records. You recognize 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, result in your termination, in addition to any other action authorized by law, Governing Board Policy, or Administrative Regulations.

This Notice of Appointment is subject to cancellation pursuant to A.R.S. § 38-511.

In the event that any covenant, term, condition or provision of your 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 Appointment and the remaining terms, conditions and provisions shall remain in full force and effect to the extent permitted by law.

This Notice is contingent upon the following:

a. Fingerprinting, as required by A.R.S. § 15-512, or possession of a valid fingerprint clearance card issued pursuant to A.R.S. § 15-534, as required by law.

b. Absence of any charge or conviction of any dangerous crime against children as listed in A.R.S. § 41-1758.03(B) or A.R.S. § 15-512, and your agreement to notify the Superintendent immediately of any such criminal charge or conviction that has occurred prior to or occurs during your employment. If you fail to notify the Superintendent of such occurrence, you may be immediately terminated. If you are arrested for any non-appealable offense, you must notify your supervisor within 24 hours or you shall be immediately terminated pursuant to A.R.S. §15-550 (C).

c. Completion of a satisfactory background investigation, reference checks, and verification of previous experience.

d. Satisfactory clearance through the federal E-Verify program, for those employed after January 1, 2008

e. A valid driver's license and/or a CDL, if driving is required as part of your position description. The District shall be entitled to review your driving record periodically with the Arizona Department of Motor Vehicles. You may also be required to submit to random drug testing and/or directed drug testing based on reasonable suspicion. Your failure to submit to required testing or a failure to test negative for drugs or alcohol will result in a recommendation for termination of employment.

f. Proof of immunity to rubeola and rubella unless excepted pursuant to any of the reasons stated in A.R.S. §15-873

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, 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 for any portion of your claim or to defend against your claim**. By signing this Agreement, you specifically provide your written permission for the District to withhold any funds due to you from any source in order to reimburse the District, although not in excess of the Federal wage withholding guidelines or to lower your hourly wage below the minimum wage. Withholding funds due you shall be in addition to any civil action the District may choose to pursue.

If the Notice of Appointment is not returned to the District's Human Resources Office within ten (10) days from the date you receive the Notice, without any additions or deletions, the undersigned has not accepted employment with the District, and this appointment shall be null and void. "Receipt" will be deemed to have occurred when the written appointment is personally delivered, placed in a district-provided mailbox, including electronic mail, or two (2) days after being placed in a United States postal service mailbox, addressed to your last known address that you provided to the District.

Please initial below if you are a 12-month employee:

_____ I am employed in a job that normally continues during the periods when school is not in session, so I do not qualify for annualized compensation. The District's recognition that this job is normally performed year-round does not make this a term contract.

Please initial your election if you are NOT a 12 month employee:

A. I elect annualized compensation; please annualize my compensation as follows, understanding that to receive annualized compensation, a portion of each week's pay (based upon the amount I am expected to earn each week if I worked a normal shift) must be retained by the District to be able to make equal payments over the months when I will not be working. The result may appear that in any particular week, it may appear that I am not making even minimum wage for the hours worked, however, I will be receiving the balance of my earned pay according to the annualized pay plan that I select:

_____ 22 pays with balloon payment of balance of Notice of Appointment on last payment at end of appointment term.

B. I do not elect annualized compensation

_____ 22 equal payments (actual pay) while school is in session.