

RE: Dimitrov, Nina
DI88274

Teacher's Compensation (cont'd)

acknowledges and agrees that (i) a portion of the monies used to pay Teacher's salary and performance pay, if qualified, may be derived from the Classroom Site Fund established under A.R.S. 15-977 ("Fund"), (ii) the monies allocated from the Fund that are reserved for performance pay and certain maintenance and operations purposes are allocated annually at the discretion of the Board, and (iii) the amount of Teacher's salary may vary as a result of the Board's allocation of monies from the Fund. These sums are payable in installments received biweekly. Teacher may also be eligible for discretionary performance pay in addition to the salary amounts listed above. Discretionary performance pay is not salary for purposes of this contract, or pursuant to A.R.S. 15-544.

AC2-The Board shall require there to be a pro rata reduction of the total amount of compensation due under this contract, should the Arizona Legislature not fund either fully or partially, or otherwise limit, reduce, delay payment, or require repayment of amounts appropriated for budget categories used for salaries.

AC3-Should there be a discrepancy between the salary amount contained in this contract and the District salary schedule, the compensation provided in the salary schedule shall govern.

AC4-Should Teacher believe there is a mistake in Teacher's placement on the salary schedule, the Teacher shall have fifteen (15) working days to notify District of the mistake.

Miscellaneous Provisions

AM1-Teacher represents that Teacher has not been convicted of a dangerous crime against children as defined in A.R.S. 13-604.01. Teacher understands that a conviction of same during the terms of this contract must be reported to Superintendent immediately upon conviction.


AM2-This contract must be signed and returned within thirty (30) days from date contract is made or it will be considered void. Execution of this contract was authorized at a legally convened meeting of the District Governing Board this 3rd day of June, 2010. Teacher recognizes that the District will incur expenses if Teacher resigns or fails to report for his/her assignment. If either occurs, Teacher agrees to pay the District the amount of two thousand five hundred dollars (\$2,500.00) as liquidated damages, and not as a penalty. The District may withhold all or any part of these liquidated damages from any amount payable to the Teacher after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit and collection of attorneys' fees and costs, to collect the liquidated damages. The District may waive this provision at its sole discretion and for good cause shown.


AM3-With the exception of District policies referred to in paragraph AD2 and certain representations made by Teacher in the pre-employment application, this contract contains the entire agreement between the parties and any prior contemporaneous agreement, whether written or oral, are void by execution of this contract. Any subsequent amendment or addendum to this contract must be in writing and signed by both parties.


*Limited Appointment - A teacher who has not been employed by the School District for more than the major portion of three (3) consecutive years.

*Full Appointment - A teacher who has been employed by the School District for more than the major portion of three (3) consecutive years.

DISTRICT GOVERNING BOARD OF
ALHAMBRA ELEMENTARY DISTRICT NO. 68







Teacher
7-12-10

Date