

Final Posting, Monday, April 26, 2021, 3:00 p.m.

SPECIAL PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD

**Leadership and Professional Development Center
701 W Wetmore Road
Tucson, AZ 85705**

Tuesday, April 27, 2021

5:30 PM

(Doors open 30 minutes prior to the start of the meeting)

AMPHITHEATER PUBLIC SCHOOLS

MISSION

To empower all students to become contributing members of society equipped with the skills, knowledge, and values necessary to meet the challenges of a changing world.

We Believe

- ❖ ***All students can learn and achieve.***
- ❖ ***Everyone has unique strengths, talents, and needs.***
- ❖ ***All students and staff should be responsible for and dedicated to educational excellence.***
- ❖ ***Education requires cooperation, honesty, and respect among the students, parents, staff, school, and community.***
- ❖ ***The school community deserves a safe and caring environment.***
- ❖ ***Our actions reflect our values and our dedication to meeting student needs fairly and equitably.***
- ❖ ***Ample resources are essential to accomplish the Mission.***

We Value

achievement, caring, creativity, curiosity, diligence, diversity, fairness, honesty, kindness, respectfulness, responsibility and service to the community.

AGENDA*

As permitted by the Arizona Open Meeting Laws, Board members may participate in this meeting by telephone, video or internet conference. Due to pandemic conditions, this meeting will also be streamed live for the public online. The link for the meeting will be posted on the day of the meeting on the District's website, www.amphi.com.

The following steps will be taken to ensure the safety of staff and the public. Masks are currently required, regardless of vaccination status due to the current pandemic conditions. Anyone with a fever, cough or other symptoms of COVID-19 will not be allowed to attend in person. Attendees will be asked to maintain a recommended distance from others.

Persons present at the Board meeting may complete a form requesting to speak to the Board. Individuals who wish to address the Board in-person during Call to the Audience should fill out a public comment card and hand it to the Governing Board Secretary located in the main hallway of the Leadership and Professional Development Center.

* The Governing Board may meet in an executive session concerning any item on this agenda for purpose of consultation with legal counsel, pursuant to A.R.S. § 38-431.03(A)(3). Rules of Order that apply to Governing Board meetings may be suspended by a vote of the majority of the Board. One or more Governing Board members may attend by electronic means.

¹ Persons interested in addressing the Governing Board must complete and submit a form available from the Governing Board secretary. Procedures for addressing the Board are outlined on the form.

² Information items are for discussion only; no action will be taken.

³ Details are available in the offices of the Associate Superintendents, Associate to Superintendent, and Chief Financial Officer.

⁴ Study session items are for discussion only; no action will be taken.

All comments are limited to 3 minutes to ensure an equitable opportunity to address the Board. In addition, to ensure adequate time is available for other Governing Board business, a maximum time limit for Public Comment will be observed. Those unable to speak within the specified time limits may also submit comments to the Board in writing.

We apologize in advance for any unforeseeable difficulties and ask for your patience as we navigate unprecedented conditions.

1. CALL TO ORDER AND SIGNING OF THE VISITOR'S REGISTER

Ms. Susan Zibrat, President

2. PLEDGE OF ALLEGIANCE

3. ANNOUNCEMENT OF DATE AND PLACE OF NEXT REGULAR GOVERNING BOARD MEETING

Tuesday, May 11, 2021 at 6:00 p.m., Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705 in the Leadership & Professional Development Center, SE Entrance and Parking

4. PUBLIC COMMENT¹

5. INFORMATION²

A. Superintendent's Report; Update on Pandemic Conditions and Operations 4

6. CONSENT AGENDA³

A. Approval of Appointment of Non-Administrative Personnel	24
B. Approval of Personnel Changes	27
C. Approval of Leave(s) of Absence	30
D. Approval of Separation(s) and Termination(s)	32
E. Approval of Stipend for Coaching Volunteers	35
F. Approval of Salary Change for Elementary Principals to Address Added Workdays Due to Their Transition to a 12-Month Administrator Contract	37
G. Approval of 2021-2022 Fiscal Year Contract Forms for Individuals Hired from Outside of the District	38
H. Approval of Minutes of Previous Meeting(s)	73
I. Approval of Vouchers Totaling and Not Exceeding Approximately \$1,498,675.79	94
J. Acceptance of Gifts	95
K. Receipt of March 2021 Report on School Auxiliary and Club Balances	97
L. Receipt of Monthly Status Report for the Fiscal Year 2020-2021	107
M. Approval of Sole Source Agreement for Fiscal Year 2021 and Fiscal Year 2022	109
N. Award of Contract for Fire Sprinkler System Maintenance, Repair and Related Services - Request for Proposals (RFP) 03-30-2021	110
O. Award of Contract for Fire Extinguisher and Kitchen Hood Fire Suppression System Maintenance and Repair Based on Response to Invitation for Bids (IFB) 04-13-2021	111
P. Approval of Out of State Travel	112
Q. Award of Contract for K-12 Textbook Adoption for English Language Arts (ELA) RFP #1-21-2021	114
R. Approval to Distribute Bonus Monies Received Pursuant to A.R.S. §15-249.06(C)	
S. Arizona K12 Center Grant	

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T. Approval of Fireworks for Canyon del Oro High School Graduation Ceremonies	124
U. Approval of Revision to the 2021-2022 Governing Board Meeting Schedule	126
V. Approval of Intergovernmental Agreement with Pima County for Additional Preschool Classes	128
W. Approval of School Facilities Board (SFB) Grant for Amphitheater High School Building Hot Water Heater Replacement	143
X. Approval of School Facilities Board (SFB) Grant for La Cima Middle School Music Room HVAC Blower Replacement	152
7. <u>EXECUTIVE SESSION*</u>	
A. Executive Session for Discussion or Consultation with the Attorneys of the Public Body, Pursuant to A.R.S. § 38-431.03(A)(3) and/or (4), Concerning the Governing Board's "H Series" Policies	161
8. <u>RECONVENE PUBLIC MEETING</u>	
9. <u>PUBLIC COMMENT¹</u>	
10. <u>BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS</u>	
11. <u>ADJOURNMENT</u>	

In addition to display at various locations, copies of each agenda are available 24 hours prior to the meeting in the Records Department (Room 114), Wetmore Center, 701 West Wetmore Road, Tucson, Arizona. The public and the press are also welcome to examine in the Records Department all non-confidential supporting materials for the agenda. Requests for copies, at cost, of any of these supporting materials will be honored as timely as possible.

If you need special accommodations, please call the Governing Board office: (520) 696-5158

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**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: April 27, 2021

TITLE: Superintendent's Report; Update on Pandemic Conditions and Operations

BACKGROUND:

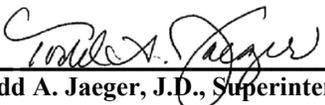
The Superintendent will be providing a review of recent and future activities in the District and community. The Superintendent will also review pandemic conditions and data and their impact on school operations.

RECOMMENDATION:

This item is presented for the Board's information.

INITIATED BY:

Date: April 16, 2021



Todd A. Jaeger, J.D., Superintendent



April 27, 2021

5

Superintendent's Report





From Our Schools

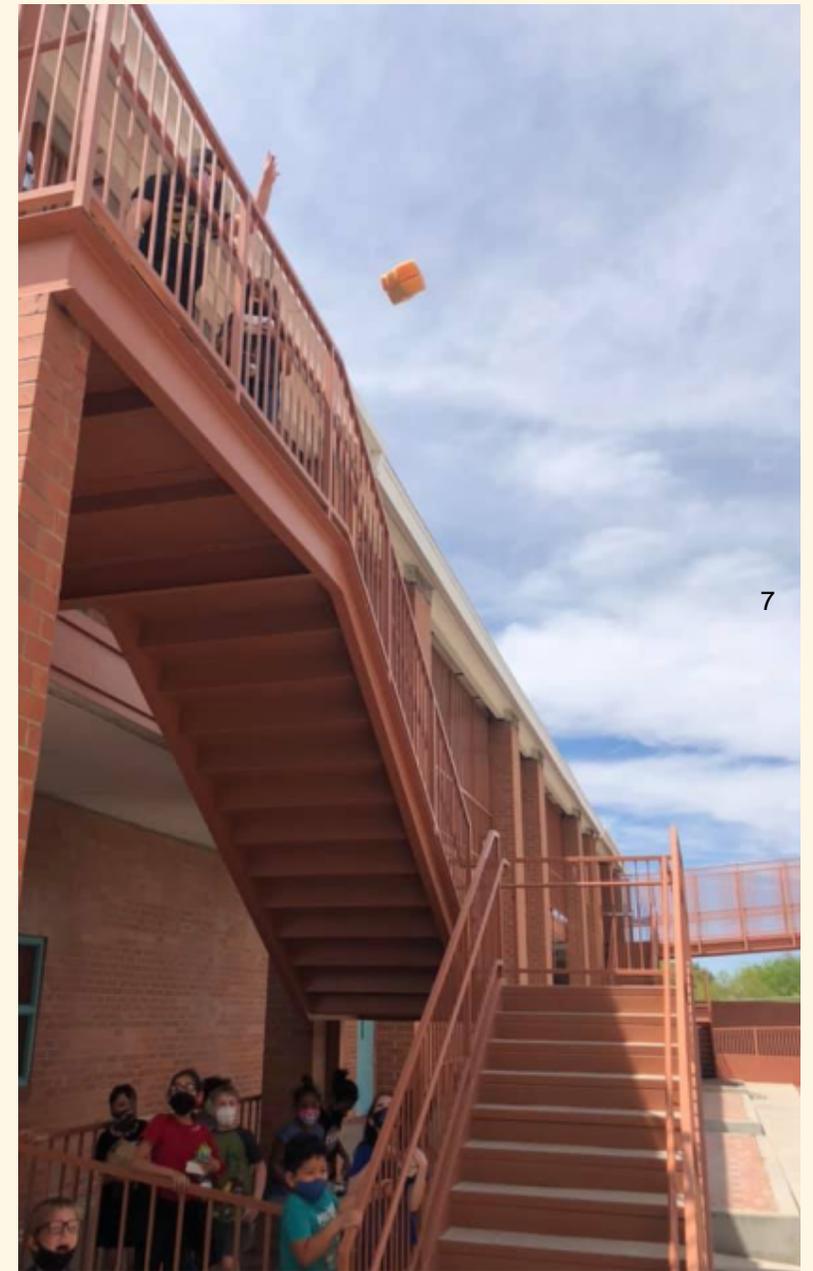


Members of the Girls Who Code Club at Canyon del Oro High School had a chance to participate in the SheTech Virtual Conference last week. The conference featured women innovators including Olympians, a NASA engineer and corporate leaders who shared their experiences and inspired participants to carve their own paths in technology careers.



From Our Schools

On Earth Day, Lulu Walker Elementary School students took their learning outdoors for an egg drop. The goal: Create a protective vessel to keep the egg safe after being dropped from the second floor. Mrs. Miller's second graders (shown here) came up with some creative designs and had a great time with the experiment.





From Our Schools



8

Amphitheater High School helped an exchange student from Italy realize his dream of playing tennis in America last week. The student, who attends Pueblo High School in Tucson Unified, hadn't gotten the opportunity to play because Pueblo didn't have enough players to make a team. When Coach Danehy from Amphi heard this, he arranged for the match. If this all sounds familiar, it might be because KVOA covered the match in their sports segment.



From Our Schools



Donaldson Elementary School's third-graders started Book Madness earlier this month. Book Madness is a competition during which students read 16 books, use their comprehension skills to understand each one, make connections to the texts and vote for a favorite.



From Our Schools



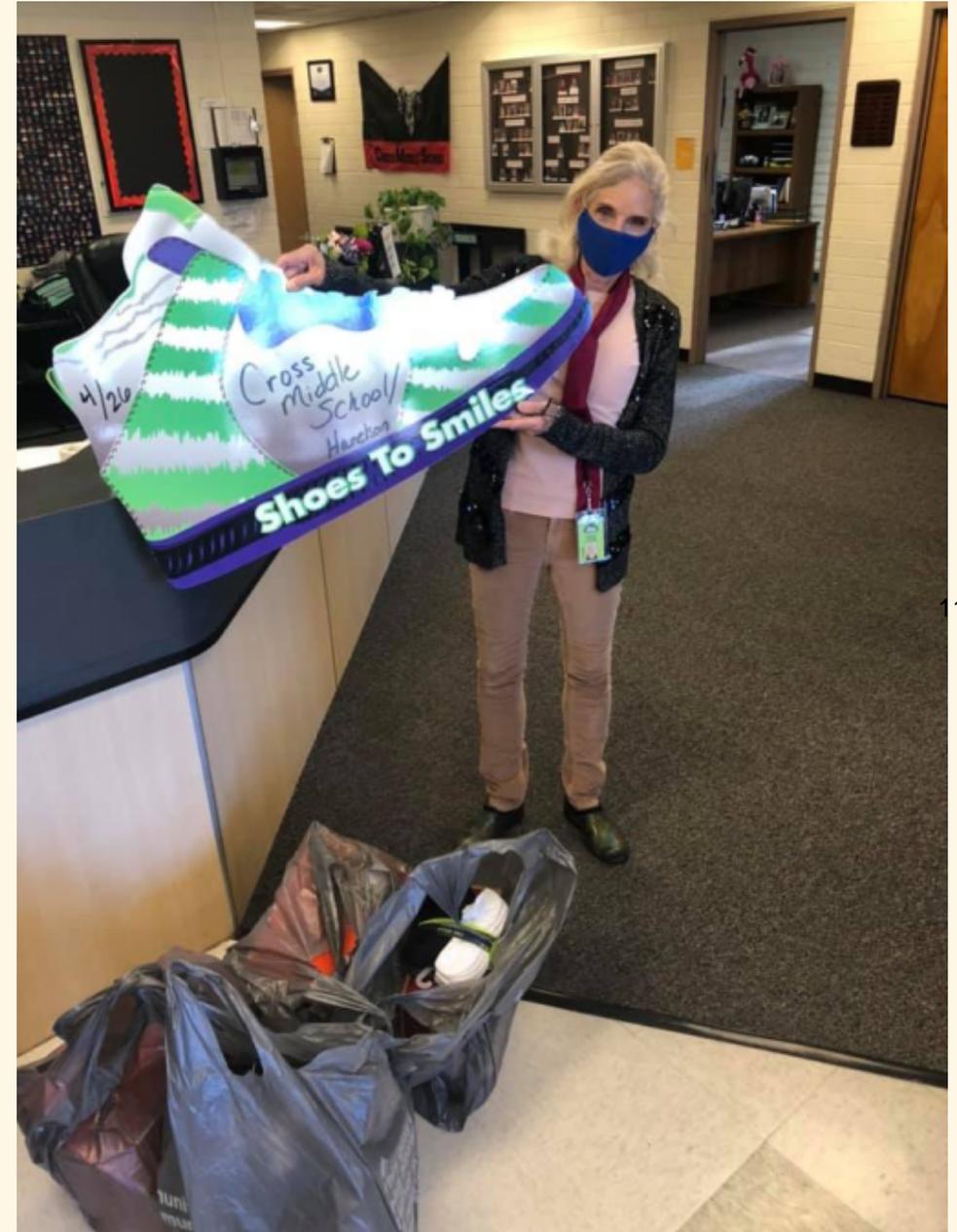
Prince Elementary School celebrated its 13 University of Arizona student teachers with a graduation march last week. Prince students were so excited to help celebrate their student teachers!



Thank you



The Amphi Foundation continues to support our students with their Shoes to Smiles program. Last week, they also held an open house at Clothing Bank on April 17, 2021 and distributed over 3,500 clothing items to district students.





Information from Public Health



Pima County Metrics -- As of 4/22 (Several improvements)

Disease Data

Cases over two consecutive weeks (with complete reporting of cases)

Percent Positivity

COVID-19 like illness

Criteria not met	Progress	Criteria met

Health Care System Availability

Lab Testing Availability and Utilization

Adequate hospital bed capacity to care for 2X the current COVID cases (+ surge) - Statewide

Sufficient Personal Protective Equipment (PPE) for Emergency Responders

Criteria not met	Progress	Criteria met

Public Health Tracking and Investigation

Timely case investigation

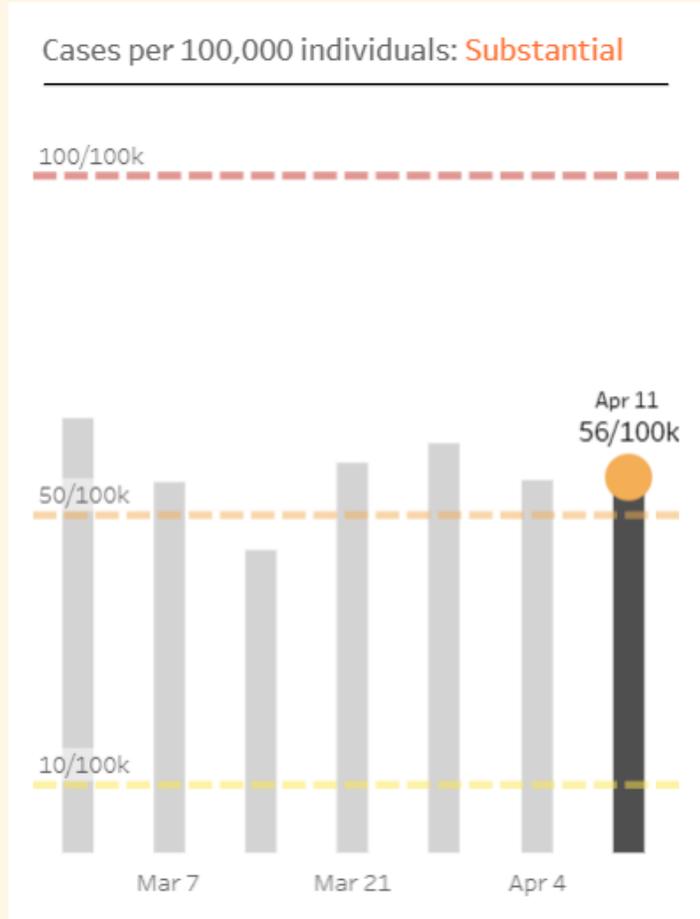
Testing of symptomatic contacts within 48 hours

Facilities/support for patients who can't be discharged home - Statewide

Criteria not met	Progress	Criteria met

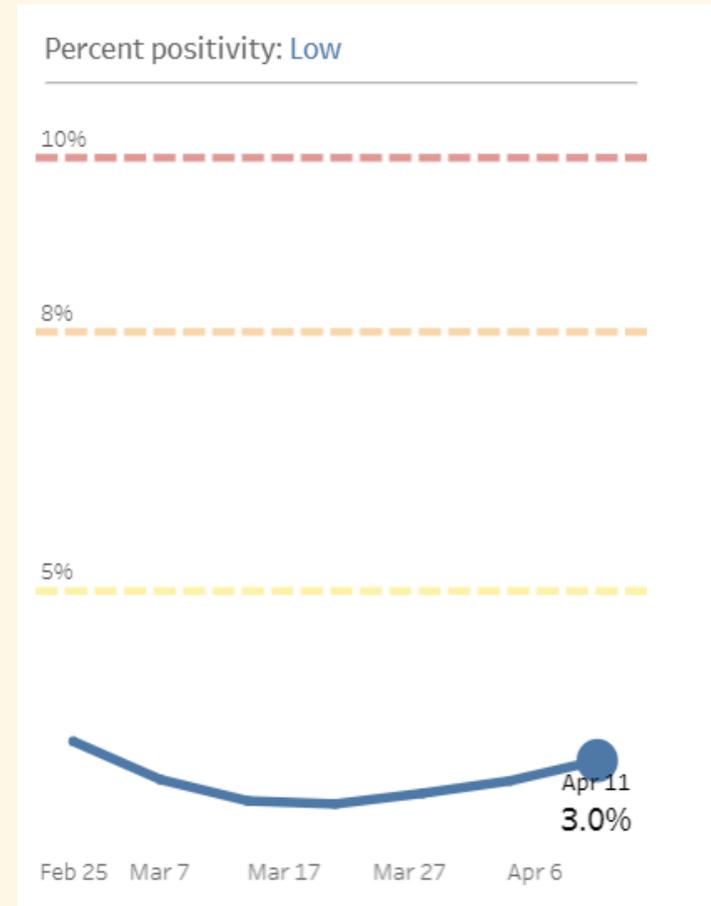


School Guidance – AZDHS For Pima County



For the week of April 11, there was a rate of 56 cases per 100,000 of population in Pima County. (1 case > April 4)

For the week of April 11, there was a COVID test positivity rate of 3.0%. (0.2% > April 4)





Transmission Category: Substantial Transmission

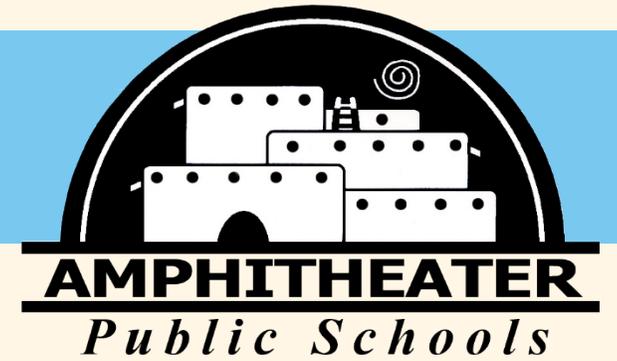
Indicator	Low Transmission	Moderate Transmission	Substantial Transmission	High Transmission
Total new cases per 100,000 persons in the last 7 days	0 - 9	10 - 49	50 - 99	≥ 100
Percentage of nucleic acid amplification tests (NAATs) that are positive during the past 7 days	<5.0%	5.0% - 7.9%	8.0% - 9.9%	≥ 10.0%

↑
Percent of
Positivity
(3.0%)

↑
Cases per
100 K
(56)



Brief Update on Learning Recovery Programs



Summer 2021

Funded by Elementary and Secondary School
Emergency Relief Fund (ESSER) USDOE



Elementary




AMP UP!

SUMMER PROGRAMS

Amphitheater elementary students will have the opportunity to **Amp Up** for next school year with our FREE summer program. Using an Amazing Race theme, students will get to explore new cultures, learn about places all over the world, read fiction and non-fiction texts, and complete exciting STEM challenges.

PROGRAM FEATURES

- ★ In-person learning with COVID-19 protocols in place
- ★ Amphitheater teachers
- ★ Hands on, minds on learning
- ★ Fun way to move academics forward
- ★ Free lunch provided
- ★ Transportation available
- ★ Class sizes of about 15 students



★ Who can attend: Amphi K-4* students enrolled in the 2020-2021 school year; incoming kindergartners; students enrolled in Amphi 2021-2022. **To enroll in an Amphi school, contact the school or go to www.amphi.com/enroll.**

* Information for current fifth-graders will be coming soon! Programs will be available K-12.



DETAILS

Where:

Your Elementary School

Dates:

Session 1:
June 1-4, June 7-10 and June 14-17
Session 2:
June 28-July 1, July 6-8, July 12-15

Time:

7:45 a.m. to 11:45 a.m.

REGISTRATION FORM ATTACHED!





Middle School



AMP UP!

SUMMER PROGRAMS

Amphitheater students will have the opportunity to **AMP UP** for next school year with our FREE expanded summer program. Middle school students (currently in grades 5 to 7) will have a variety of classes to choose from, including electives and core classes. All classes are designed to excite and engage young minds and help students get ready for 2021-2022!

PROGRAM FEATURES

- ★ In-person learning with COVID-19 protocols in place
- ★ Amphitheater teachers
- ★ Fun way to move academics forward
- ★ Free meals provided
- ★ Transportation available
- ★ Who can attend: Students currently enrolled in the Amphi District; students enrolled in Amphi for the 2021-2022 school year.
- ★ **To enroll in an Amphi school, contact the school or go to www.amphi.com/enroll.**

For information about classes offered this summer and to enroll, please visit your school website or find links at www.amphi.com/SummerPrograms.

DETAILS

Where:

Your 2021-2022 School

Dates:

Session 1:

June 1-4, June 7-10, June 14-17

Session 2:

June 28-July 1, July 6-8, July 12-15

Time:

7:45 a.m. to 11:45 a.m.



Note: For students enrolled in credit coursework, each session is equivalent to 1 semester credit.

* Information for elementary school summer programs can be found at www.amphi.com/SummerPrograms.





High School



AMP UP!

SUMMER PROGRAMS

Amphitheater students will have the opportunity to **AMP UP** for next school year with our FREE expanded summer program. High school students (currently in grades 8 to 12) will have a variety of classes to choose from, including electives and core classes for credit. All classes are designed to excite and engage young minds and help students get ready for 2021-2022!

PROGRAM FEATURES

- ★ In-person learning with COVID-19 protocols in place
- ★ Amphitheater teachers
- ★ High School students can take for-credit courses as in past years
- ★ Free meals provided
- ★ Transportation available
- ★ Who can attend: Students currently enrolled in the Amphi District; students enrolled in Amphi for the 2021-2022 school year.
- ★ **To enroll in an Amphi school, contact the school or go to www.amphi.com/enroll.**

For information about classes offered this summer and to enroll, please visit your school website or find links at www.amphi.com/SummerPrograms.

DETAILS

Where:
Your 2021-2022 School

Dates:
Session 1:
June 1-4, June 7-10, June 14-17
Session 2:
June 21-24, June 28-July 1, July 6-8

Time:
8:30 a.m. to 2:30 p.m.

★
Note: Students enrolled in credit coursework can earn 1 semester credit per session.

* Information for elementary school summer programs can be found at www.amphi.com/SummerPrograms.





Current Enrollment in Amp Up 2021

Elementary:	1120
Middle School:	145
High School:	348

As of 4/27/2021



RISE

RISE is a new high school program designed to help students recover credits *now*. Wednesday night and Saturday sessions.

CDO: 53 students

AHS: 28 students

IRHS: 31 students

43 students have completed either half or full credits so far. Program ends May 1st.

As of 4/22/2021





Registration information for Amp Up
summer session available on our web site:

<https://www.amphi.com/Domain/5052>

23

See you this summer! 😊





GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: April 27, 2021

TITLE: Approval of Appointment of Non-Administrative Personnel

BACKGROUND:

Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of April 26, 2021.

RECOMMENDATION:

It is the recommendation of the Administration that the appointment(s) be approved as presented.

INITIATED BY:

Michelle H. Tong, J.D., Associate to the Superintendent

Date: April 26, 2021

Todd A. Jaeger, J.D., Superintendent

4/27/2021

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Gran	Jennifer	Teacher - Special Education Presc	CT-RET	Rillito Center			Rehire		*\$43,812.36
Frantziskonis	Karyn	Curriculum & Instructional Support	CT-PR-RET	Wetmore Center			Rehire		*\$49,212.56
Kimminau	Polly	Math Coordinator	CT-PR-RET	Wetmore Center			Rehire		*\$56,199.89
Wirth	Valerie	Curriculum & Instructional Support	CT-PR-RET	Wetmore Center			Rehire		*\$44,209.21
Colbert	Kimberly	Psychologist	CT-PR	Wetmore Center	PSYCH	6 years	Replacement	Ms. McGraw	*
Faflik	Elize	Speech/Language Pathologist	CT-PR	Wetmore Center	SLP	3 years	Replacement	Ms. Haller	*
Andersen	Jared	Teacher - Special Education Reso	CT	Prince Elementary	CTT-BA		Rehire		*
Bennett	John	Teacher - Special Education Reso	CT	Amphi Middle School	CTT-BA		Rehire		*
Lepore	Andrew	Teacher - Drama	CT	Ironwood Ridge High	CTT-BA	7 years	Replacement	Mr. Munger	*
McMillan-Dale	Meredith	Teacher - Art	CT	Mesa Verde Elementary	CTT-MA		Rehire		*
Peterson	Jennifer	Teacher - Special Education Reso	CT	Mesa Verde Elementary	CTT-BA		Rehire		*
Roberts	Joyln	Teacher - Special Education Reso	CT	Prince Elementary	CTT-BA		Rehire		*
Veltre	Cassie	Teacher - Special Education Reso	CT	Prince Elementary	CTT-BA		Rehire		* 25
Campsen	Serena	District Program Coordinator	CL-PR	Wetmore Center	PR EX		Rehire		*
Cosbey-Lewis	Jennifer	Occupational Therapist	CL-PR	Wetmore Center	OT		Rehire		*
Delgado	Selah	Occupational Therapist	CL-PR	Wetmore Center	OT		Rehire		*
Grusenmeyer	Lauren	Audiologist	CL-PR	Wetmore Center	AUDIO-DOC	0 years	Replacement	Ms. McGraw	*
Barbary	Jessica	Special Education Teaching Assis	CL	Holaway Elementary	E	N/A	Replacement	Mr. Frederiksen	*
Beanne	Nibigira	Translator/Interpreter	CL	Federal/State Programs	D		Rehire		*
Behner	Mary	Food Service Attendant I	CL	Coronado K-8 School	A	N/A	Replacement	Ms. Cribbs	*
Camacho	Paola	Parent Educator	CL	Federal/State Programs	F		Rehire		*
Castro	Rosalia	Secretary I	CL	Federal/State Programs	E		Rehire		*
Chocoj	Floralma	Food Service Attendant I	CL	Donaldson Elementary	A	N/A	Replacement	Ms. Cribbs	

*	2021-2022 School Year			HSP High School Principal			ADCT	Addendum Certified	
Addendum	Former employee or new hire receiving extra-curricular position			MSP Middle School Principal			ADCL	Addendum Classified	
New	New hire filling a newly created position			ESP Elementary School Principal			ADACS	Addendum Amphi Community Schools	
Rehire	Former employee returning to a position in the district			HSA High School Assistant Principal			ADDM	Addendum Only	
Replacement	New hire filling a vacated position			MSA Assistant Middle School Principal			CT-AD	Certified Administrative	
Rescind	Declined position after appointment			ESA Elementary Assistant Principal			CT	Certified	
				SAS Support Administrator			CL-AD	Classified Administrative	
							CL	Classified	
							PR	Professional	
							ASW	Student Worker	

GOVERNING BOARD MEETING APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Dowell	Jessica	Special Education Teaching Assis	CL	Mesa Verde Elementary	E		Rehire		*
Eldridge	Annabel	Student Services Coordinator Assi	CL	Wetmore Center	D		Rehire		*
Flores	Mallory	Special Education Teaching Assis	CL	Mesa Verde Elementary	E		Rehire		*
Grant	Renee	Special Education Teaching Assis	CL	Harelson Elementary	E		Rehire		*
Gutierrez	Dina	Parent Educator Coordinator	CL	Federal/State Programs	H		Rehire		*
Honomichl	Erika	Special Education Teaching Assis	CL	Mesa Verde Elementary	E		Rehire		*
Hopkins	Cindy	Special Education Teaching Assis	CL	Ironwood Ridge High	E		Rehire		*
Hughes	Amber	Special Education Teaching Assis	CL	Ironwood Ridge High	E		Rehire		*
Jaeger	Haley	Special Education Teaching Assis	CL	Mesa Verde Elementary	E	N/A	Replacement	Ms. Tracy	
Lama Godinez	Marcela	Special Education Teaching Assis	CL	Rillito Center	E		Rehire		*
Mason	Kristin M.	Special Education Teaching Assis	CL	Prince Elementary	E		Rehire		
Puente	Anna	Parent Educator	CL	Federal/State Programs	F		Rehire		*
Ravenell	Aaron	Security Officer	CL	Ironwood Ridge High	D	N/A	Replacement	Mr. Munger	
Salazar	Alma	Parent Educator	CL	Federal/State Programs	F		Rehire		*
Schelle	Heather	Special Education Teaching Assis	CL	Mesa Verde Elementary	E		Rehire		* 26
Sheesley	Cindy	Parent Educator	CL	Federal/State Programs	F		Rehire		*
Siqueiros	Angelica	Parent Educator	CL	Federal/State Programs	F		Rehire		*
Vandermyde	Sherri	Reading Room Assistant	CL	Painted Sky Elementary	E	N/A	Replacement	Ms. Papajohn	
Vasquez	Kassandra	Special Education Teaching Assis	CL	Rillito Center	E		Rehire		*
Vo	Michael	Special Education Teaching Assis	CL	Amphi High School	E	N/A	New	Mr. Malis	
Wichers	Abigail	Instructional Technology Specialis	CL	Mesa Verde Elementary	E		Rehire		*

*	2021-2022 School Year	HSP High School Principal	ADCT	Addendum Certified
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal	ADCL	Addendum Classified
New	New hire filling a newly created position	ESP Elementary School Principal	ADACS	Addendum Amphi Community Schools
Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal	ADDM	Addendum Only
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal	CT-AD	Certified Administrative
Rescind	Declined position after appointment	ESA Elementary Assistant Principal	CT	Certified
		SAS Support Administrator	CL-AD	Classified Administrative
			CL	Classified
			PR	Professional
			ASW	Student Worker



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: April 27, 2021

TITLE: Approval of Personnel Changes

BACKGROUND:

Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of April 26, 2021.

RECOMMENDATION:

It is the recommendation of the Administration that the personnel changes be approved as presented.

INITIATED BY:

A handwritten signature in cursive script, appearing to read "Michelle Tong".

Michelle H. Tong, J.D., Associate to the Superintendent

Date: April 26, 2021

A handwritten signature in cursive script, appearing to read "Todd A. Jaeger".

Todd A. Jaeger, J.D., Superintendent

4/27/2021

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Hopkins	Kenna	Psychologist	CT-PR	Wetmore Center	Decrease FTE		N/A	*
Lucarini	Vincent	Teacher - CHOICES Classroom	CT	Harelson Elementary	Transfer		N/A	*
Mansour	Ghada	Teacher - Grade 5	CT	Prince Elementary	301 Payment			\$600.00
Aguilar	Anna	School Administrative Assistant	CL	Holaway Elementary	Calendar Change	H	N/A	*academic year to fiscal year
Arens	Andrea	Administrative Assistant I	CL	Wetmore Center	Promotion	J	+\$1.97	
Cochran	John	Computer Repair Technician	CL	Wetmore Center	Promotion	K	+\$2.55	
Corea	Yolanda	Behavioral Intervention Monitor	CL	La Cima Middle School	Transfer	D	N/A	
Feltes	Laura	School Administrative Assistant	CL	Painted Sky Elementary	Calendar Change	H	N/A	*academic year to fiscal year
Gundy	Christopher	Computer Repair Technician	CL	Wetmore Center	Promotion	K	+\$2.55	
Henson	Janette	School Administrative Assistant	CL	Innovation Academy	Calendar Change	H	N/A	*academic year to fiscal year
Hernandez	Lisa	School Administrative Assistant	CL	Harelson Elementary	Calendar Change	H	N/A	*academic year to fiscal year
Lopez	Melissa	School Administrative Assistant	CL	Donaldson Elementary	Calendar Change	H	N/A	*academic year to fiscal year
McCollum	Dahlia	School Administrative Assistant	CL	Rio Vista Elementary	Calendar Change	H	N/A	*academic year to fiscal year
Moody	Jeff	Food Service Courier	CL	Food Service Admin	Promotion	D	+\$0.49	
Pike	Dache	School Administrative Assistant	CL	Mesa Verde Elementary	Calendar Change	H	N/A	*academic year to fiscal year
Ripley	Lori	Special Education Teaching Assis	CL	Ironwood Ridge High	Status Change		N/A	
Ruiz	Rebecca	School Administrative Assistant	CL	Nash Elementary	Calendar Change	H	N/A	*academic year to fiscal year
Schadt	Holly	School Administrative Assistant	CL	Copper Creek Elementary	Calendar Change	H	N/A	*academic year to fiscal year
Thatcher	Mary	School Administrative Assistant	CL	Prince Elementary	Calendar Change	H	N/A	*academic year to fiscal year
Tsao	Kathleen	School Administrative Assistant	CL	Keeling Elementary	Calendar Change	H	N/A	*academic year to fiscal year

*	2021-2022 School Year						ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend						ADCL	Addendum Classified
Added Duty	Employee working additional hours or days						ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position						CT-AD	Certified Administrative
Correction	Correction to contract						CT	Certified
Decrease FTE	Decrease in hours						CL-AD	Classified Administrative
Demotion	Voluntary demotion						CL	Classified
Extension	End date being extended						PR	Professional
Increase FTE	Increase in hours/contract						EL	Elementary
Promotion	Employee receiving a promotion to another position						MS	Middle School
Reassignment	Employee moving to another position at the direction of the administration						HS	High School
Status Change	Employee changing status (i.e. short term to career)							
Temporary	Employee working for a limited period of time							
Transfer	Employee moving from one position to another							

GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Wadhams	Karen	School Administrative Assistant	CL	Walker Elementary	Calendar Change	H	N/A	*academic year to fiscal year
Walsh	Robert	Custodian I	CL	Ironwood Ridge High	Transfer	D	N/A	
Yeoman	Dianna	Student Services Coordinator Ass	CL	Wetmore Center	Transfer	D	N/A	*
Brungardt	Elizabeth	ADDN - Certified Tutor	ADCT	Keeling Elementary	Addendum			\$30.00 per hour
Faulkner	Violet	ADDN - Certified Tutor	ADCT	Amphi High School	Addendum			\$30.00 per hour
Golden	Brande	ADDN - Homebound	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Houser	Jennifer	ADDN - Homebound	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Huseby	Jayne	ELL District Coordinator	ADCT	Federal/State Programs	Added Duty			\$450.00
Langley	Shannon	ELL/SpEd Specialist	ADCT	Federal/State Programs	Added Duty			\$540.00
McNew	Ann	ADDN - Certified Tutor	ADCT	Keeling Elementary	Addendum			\$30.00 per hour
Penna	Kelli	ADDN - Certified Tutor	ADCT	Keeling Elementary	Addendum			\$30.00 per hour
Richardson	Jonelle	Coach - Track Assistant MS	ADCT	Wilson K-8 School	Addendum			\$875.00
Tang	Hoa	ADDN - Certified Tutor	ADCT	Keeling Elementary	Addendum			\$30.00 per hour

29

*	2021-2022 School Year	ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend	ADCL	Addendum Classified
Added Duty	Employee working additional hours or days	ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position	CT-AD	Certified Administrative
Correction	Correction to contract	CT	Certified
Decrease FTE	Decrease in hours	CL-AD	Classified Administrative
Demotion	Voluntary demotion	CL	Classified
Extension	End date being extended	PR	Professional
Increase FTE	Increase in hours/contract	EL	Elementary
Promotion	Employee receiving a promotion to another position	MS	Middle School
Reassignment	Employee moving to another position at the direction of the administration	HS	High School
Status Change	Employee changing status (i.e. short term to career)		
Temporary	Employee working for a limited period of time		
Transfer	Employee moving from one position to another		



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: April 27, 2021

TITLE: Approval of Leave(s) of Absence

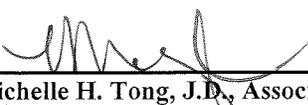
BACKGROUND:

Leave(s) of absence will be presented herein and are current as of April 19, 2021.

RECOMMENDATION:

It is the recommendation of the Administration that the leave request(s) be approved as presented.

INITIATED BY:


Michelle H. Tong, J.D., Associate to the Superintendent

Date: April 19, 2021


Todd A. Jaeger, J.D., Superintendent

4/27/2021

**GOVERNING BOARD MEETING
LEAVES OF ABSENCE**

ADDENDUM

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Alvarez	Luisana	Teacher - Special Education Resou	CT	Amphi Middle School	04/22/2021	Start Date
Tarter	Kari	Teacher - ED (SPED) Classroom	CT	Rio Vista Elementary	01/22/2021	Extending Leave

* 2021-2022 School Year
CT-AD Certified Administrative
CT Certified
CL-AD Classified Administrative
CL Classified
PR Professional



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: April 27, 2021

TITLE: Approval of Separation(s) and Termination(s)

BACKGROUND:

Separation(s) and termination(s) will be presented herein. Separations are current as of April 26, 2021.

RECOMMENDATION:

It is the recommendation of the Administration that the resignation(s) or termination(s) be approved as presented.

INITIATED BY:

Michelle H. Tong, J.D., Associate to the Superintendent

Date: April 26, 2021

Todd A. Jaeger, J.D., Superintendent

4/27/2021

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Chen	Kelly	Speech/Language Pathologist	CT-PR	Wetmore Center	05/21/2021	Resignation	
Bose	Emma	Teacher - Mathematics	CT	Ironwood Ridge High	04/02/2021	Breach of Contract	
Cozart	Becky	Teacher - P. E.	CT	Harelson Elementary	05/21/2021	Retirement	Returning ESI
Deitering	Joseph	Teacher - Rillito Classroom	CT	Rillito Center	06/30/2021	Retirement	Returning ESI
Gomez	Jennifer	Teacher - Academic Intervention	CT	Nash Elementary	05/21/2021	Resignation	
Hurguy	Erin	Teacher - General Science	CT	Wilson K-8 School	05/21/2021	Resignation	
Jech	Allison	Teacher - Academic Intervention	CT	Donaldson Elementary	05/21/2021	Resignation	
McGann	Madelaine	Teacher - Cross Categorical	CT	Donaldson Elementary	05/21/2021	Resignation	
Alvarez	Linda	School Nurse	CL-PR	Coronado K-8 School	05/21/2021	Retirement	Returning ESI
Wallace	Jan	Social Worker	CL-PR	Amphi High School	05/21/2021	Retirement	
Baltodano Blandor	Alieska	Custodian I	CL	Prince Elementary	04/23/2021	Resignation	
Baltodano Blandor	Zeneyda	Custodian I	CL	Prince Elementary	04/21/2021	Resignation	
Escamilla de Gom	Amalia	Custodian I	CL	Amphi Middle School	04/14/2021	Resignation	33
Gardoni	Beatrice	Transportation Attendant	CL	Transportation	04/09/2021	Resignation	
Megenhardt	Jennifer	Special Education Teaching	CL	Copper Creek Elementary	04/05/2021	Resignation	
Morones	Teresita	Transportation Attendant	CL	Transportation	04/30/2021	Retirement	
Proulx	Donald	Special Education Teaching	CL	Amphi Middle School	04/02/2021	Resignation	
Sigala Ramirez	Carlos	Groundskeeper I	CL	Facilities Support	04/30/2021	Retirement	
Torregrosa	Dennis	Bus Driver	CL	Transportation	05/20/2021	Correction	Not returning ESI
Velarde Delgado	Sara	Campus Monitor	CL	Holaway Elementary	04/16/2021	Resignation	
Weir	Keren	School Health Assistant	CL	Ironwood Ridge High	05/20/2021	Retirement	
Willard	Amelia	Student Services Coordinator	CL	Wetmore Center	05/27/2021	Retirement	

*	2021-2022 School Year	ADCT	Addendum Certified
Budget RIF	Reduction in force due to budget	ADCL	Addendum Classified
Abandonment	Employee abandoned position	ADDM	Addendum Only
Breach of Contract	Employee did not fulfill contract	CT-AD	Certified Administrative
Dismissal	Employee terminated by the District	CT	Certified
Resignation	Employee resigning from the District	CL-AD	Classified Administrative
Retirement	Employee retiring from the District	CL	Classified
		PR	Professional

4/27/2021

Substitutes

GOVERNING BOARD MEETING
SEPARATIONS

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
DeKorte	Bethany		CT		04/07/2021	
Friezen	Cori		CT		04/05/2021	
Koch	David		CT		04/05/2021	
Pecharich	Sara		CT		04/05/2021	
Preston	April		CT		04/05/2021	
Rickelman	Robert		CT		04/02/2021	
Weir	Stephanie		CT		04/02/2021	
Wilkey	Leigh		CT		04/02/2021	

Levine Denise CL 04/05/2021

34

AD Administrative
PR Professional
CT Certified
CL Classified



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: April 27, 2021

TITLE: Approval of Stipend for Coaching Volunteers

BACKGROUND:

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of April 19, 2021.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve payment of the listed stipend(s) for the identified coaching volunteers.

INITIATED BY:

A handwritten signature in cursive script, appearing to read "mjt", is written over a horizontal line.

Michelle H. Tong, J.D., Associate to the Superintendent

Date: April 19, 2021

A handwritten signature in cursive script, appearing to read "Todd A. Jaeger", is written over a horizontal line.

Todd A. Jaeger, J.D., Superintendent

4/27/2021

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Low	Tyler	Coach - Volleyball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00

* 2021-2022 School Year



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **April 27, 2021**

TITLE: **Approval of Salary Change for Elementary Principals to Address Added Workdays Due to Their Transition to a 12-Month Administrator Contract**

BACKGROUND:

On April 13, 2021 the Governing Board approved forms of contract for returning teachers, education professionals and administrators. The agenda item for those contracts explained that elementary principals will move to a 12-month administrator contract beginning FY 2021-2022. This change adds two months of contracted time to their work schedule.

Therefore, Administration recommends that elementary principals be approved to receive a salary increase of \$5,200 in FY 2021-2022 to compensate them for the added workdays. These increases would be in addition to the pay raises for all employees for FY 2021-2022 that have been approved by the Governing Board. It will also sufficiently account for the extra workdays.

It is further recommended that the Governing Board approve adding that same \$5,200 to the starting minimum salaries for elementary principals (with and without a doctorate). This will enable the District to remain competitive with neighboring districts to hire elementary principals.

RECOMMENDATION:

The Administration recommends that the Governing Board approve a \$5,200 pay increase for elementary principals to address the added workdays due to their transition to a 12-month administrator contract. It is further recommended that the Board also approve adding that same \$5,200 flat amount to the minimum starting salary on the placement schedule for elementary principals with and without a doctorate.

INITIATED BY:

Michelle H. Tong, J.D.,
Associate to the Superintendent and General Counsel

Date: April 26, 2021

Todd A. Jaeger, J.D., Superintendent



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **April 27, 2021**

TITLE: **Approval of 2021-2022 Fiscal Year Contract Forms for Individuals Hired from Outside of the District**

BACKGROUND:

On April 13, 2021, the Governing Board approved forms of contract for the contracted employees who currently work for the District and will continue working for the District in Fiscal Year (“FY”) 2021-2022. Each of these contracts include a provision that expressly acknowledges the employee’s qualification for the 3% stipend for FY 2021-2022 that was approved by the Governing Board on March 23, 2021. Because that 3% retention stipend is specific to returning employees, a separate form of contract is necessary for individuals hired for FY the 2021-2022 from outside of the District.

The proposed “new hire” forms of contract will not apply to leased employees currently working for the District through the third-party provider ESI. Leased employees qualify for the 3% retention stipend, regardless of whether they remain at ESI or return to direct hire by the District in FY 2021-2022, as long as their service to the District is continuous. Similarly, current employees who retire in FY 2020-2021 but continue to serve the District as an ESI-leased employee in FY 2021-2022 likewise qualify for the 3% retention stipend approved on March 23 as long as there is no break in service at retirement.

Instead, the contract forms being presented through this agenda item are specifically for newly hired individuals who will start employment with the District in FY 2021-2022. This includes individuals who have never previously worked for the District, as well as re-hired individuals who may have previously worked for the District but resigned before the last day of the FY 2020-2021 work calendar for the position that they previously held or worked in a fiscal year prior to FY 2020-2021.

Administration provides the attached “new hire” forms of contract for consideration by the Board and recommends that the Board approve issuance of these contracts with new hires for FY 2021-2022 as appropriate.

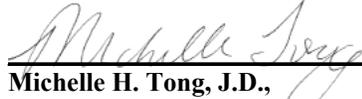
- New Hire Administrator - 10 mos
- New Hire Administrator - 12 mos
- New Hire Administrator – ASRS Retiree Return to Work - 10mos
- New Hire Administrator - ASRS Retiree Return to Work - 12mos
- New Hire Cabinet
- New Hire Cabinet - ASRS Retiree Return to Work
- New Hire Multi-Position Officer
- New Hire Multi-Position Officer - ASRS Retiree Return to Work
- New Hire PENT - 10 mos
- New Hire PENT - 12 mos
- New Hire PENT - ASRS Retiree Return to Work - 10 mos
- New Hire PENT - ASRS Retiree Return to Work - 12 mos
- New Hire Teacher - Part Time
- New Hire Teacher - ASRS Retiree Return to Work
- New Hire Teacher - Short Term
- New Hire Teacher - Standard

These are the same forms of contract previously approved on April 13 except without the acknowledgement of the 3% stipend for FY 2021-2022 approved by the Governing Board on March 23, 2021.

RECOMMENDATION:

Administration recommends that the Governing Board approve the proposed new hire forms of contract for use with newly hired employees for FY 2021-2022 as outlined above.

INITIATED BY:



Michelle H. Tong, J.D.,
Associate to the Superintendent and General Counsel

Date: April 18, 2021



Todd A. Jaeger, J.D., Superintendent

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE CERTIFICATED TEACHER'S CONTRACT
(Standard)

This contract is entered into between ("Teacher") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Teacher for fiscal year 2021-2022 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of _____ together with any salary increase approved for Teacher as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2021-2022 school year. Teacher understands that the District has used Teacher's current salary, or if new to the District, the approved teacher starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

3. Teacher shall teach such grade, grades or subjects in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Teacher shall teach in accordance with the academic standards established by the State of Arizona Board of Education.

4. Teacher's employment is conditioned upon the possession at all times of a valid Arizona Teacher's certificate for the position being offered and upon the possession at all times of a valid fingerprint clearance card, as well as the satisfactory completion of a background check and minimum requirements for the District's Teacher job description. Teacher agrees to be appropriately certified, according to Arizona Department of Education standards and to hold all requisite endorsements appropriate to the position held by the commencement date and throughout the duration of this contract. This contract shall be null and void and Teacher's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

7. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

8. Pursuant to A.R.S. § 15-550, if Teacher is arrested⁴⁰ for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in

Teacher's immediate dismissal in accordance with Arizona law.

9. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

10. Teacher understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Teacher to disciplinary action before the State Board of Education, including revocation of Teacher's certificate. Teacher therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Teacher also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Teacher does not fulfill the full term of this Contract. Teacher and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Teacher's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Teacher's breach of this contract in this respect. Teacher and District specifically agree that the liquidated damages which may be assessed against Teacher for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Teacher agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Teacher from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

11. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

12. Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

SIGNATURE OF GOVERNING BOARD PRESIDENT

Teacher

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE CERTIFICATED TEACHER'S CONTRACT
(Short Term)

This contract is entered into between _____ ("Teacher") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Teacher for fiscal year 2021-2022 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher. Board hereby notifies Teacher, and Teacher hereby acknowledges, that his/her employment is for the fiscal year only and that Teacher's contract will not be renewed for the following year. This contract will automatically terminate upon the conclusion of the fiscal year without need for any further notice or action on either party's part.

2. District agrees to pay Teacher a salary of _____ together with any salary increase approved for Teacher as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2021-2022 school year. Teacher understands that the District has used Teacher's current salary, or if new to the District, the approved teacher starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

3. Teacher shall teach such grade, grades or subjects in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Teacher shall teach in accordance with the academic standards established by the State of Arizona Board of Education.

4. Teacher's employment is conditioned upon the possession at all times of a valid Arizona Teacher's certificate for the position being offered and upon the possession at all times of a valid fingerprint clearance card, as well as the satisfactory completion of a background check and minimum requirements for the District's Teacher job description. Teacher agrees to be appropriately certified according to Arizona Department of Education standards, and to hold all requisite endorsements appropriate to the position held by the commencement date and throughout the duration of this contract. This contract shall be null and void and Teacher's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

7. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

8. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in Teacher's immediate dismissal in accordance with Arizona law.

9. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

10. Teacher understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Teacher to disciplinary action before the State Board of Education, including revocation of Teacher's certificate. Teacher therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Teacher also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Teacher does not fulfill the full term of this Contract. Teacher and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Teacher's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Teacher's breach of this contract in this respect. Teacher and District specifically agree that the liquidated damages which may be assessed against Teacher for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Teacher agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Teacher from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

11. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

12. Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

SIGNATURE OF GOVERNING BOARD PRESIDENT

Teacher

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE CERTIFICATED TEACHER'S CONTRACT
(Part-Time)

This contract is entered into between _____ ("Teacher") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Teacher for fiscal year 2021-2022 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of _____ together with any salary increase approved for Teacher as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2021-2022 school year. Teacher understands that the District has used Teacher's current salary, or if new to the District, the approved teacher starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section seven (7). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

3. Teacher shall teach such grade, grades or subjects in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Teacher shall teach in accordance with the academic standards established by the State of Arizona Board of Education.

4. This Contract is for the part-time employment of Teacher. Teacher understands that Teacher is not a full-time employee as determined by state law and the salary reflected above is a pro-rated amount based on Teacher's full-time equivalency. Teacher is advised that continuing teacher status, if previously obtained, is lost and terminates upon a reduction to part-time status of less than forty percent (40%).

5. Teacher's employment is conditioned upon the possession at all times of a valid Arizona Teacher's certificate for the position being offered and upon the possession at all times of a valid fingerprint clearance card, as well as the satisfactory completion of a background check and minimum requirements for the District's Teacher job description. Teacher agrees to be appropriately certified according to Arizona Department of Education standards and to hold all requisite endorsements appropriate to the position held by the commencement date and throughout the duration of this contract. This contract shall be null and void and Teacher's employment shall be terminated if these conditions are not satisfied.

6. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

7. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

8. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

9. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in Teacher's immediate dismissal in accordance with Arizona law.

10. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

11. Teacher understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Teacher to disciplinary action before the State Board of Education, including revocation of Teacher's certificate. Teacher therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Teacher also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Teacher does not fulfill the full term of this Contract. Teacher and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Teacher's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Teacher's breach of this contract in this respect. Teacher and District specifically agree that the liquidated damages which may be assessed against Teacher for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Teacher agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Teacher from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

SIGNATURE OF GOVERNING BOARD PRESIDENT

Teacher

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE ADMINISTRATOR'S CONTRACT
(Ten Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2021-2022 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2021-2022 school year. Administrator understands that the District has used Administrator's current salary, or if new to the District, the approved administrator starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

11. **Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on the XXX.

SIGNATURE OF GOVERNING BOARD PRESIDENT

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE ADMINISTRATOR'S CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2021-2022 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2021-2022 school year. Administrator understands that the District has used Administrator's current salary, or if new to the District, the approved administrator starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

11. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

SIGNATURE OF GOVERNING BOARD PRESIDENT

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT
(Ten Month)

This contract is entered into between _____ ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2021-2022 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of _____ together with any salary increase approved for Professional as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2021-2022 school year. Professional understands that the District has used Professional's current salary, or if new to the District, the approved professional starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Professional warrants the truth of all representations and statements made by Professional to District in connection with Professional's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Professional is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Professional shall immediately report the arrest or charge to Professional's supervisor. Failure to do so shall result in Professional's immediate dismissal in accordance with Arizona law.

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Professional understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Professional to disciplinary action before the State Board of Education, including revocation of Professional's certificate. Professional therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Professional also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Professional does not fulfill the full term of this Contract. Professional and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Professional's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Professional's breach of this contract in this respect. Professional and District specifically agree that the liquidated damages which may be assessed against Professional for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Professional agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Professional from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment or revision to this contract is subject to all applicable State and Federal statutes.

11. **Pursuant to Arizona law, Professional must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

SIGNATURE OF GOVERNING BOARD PRESIDENT

Professional

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2021-2022 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of _____ together with any salary increase approved for Professional as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2021-2022 school year. Professional understands that the District has used Professional's current salary, or if new to the District, the approved professional starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Professional's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Professional may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Professional warrants the truth of all representations and statements made by Professional to District in connection with Professional's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Professional is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Professional shall immediately report the arrest or charge to Professional's supervisor. Failure to

do so shall result in Professional's immediate dismissal in accordance with Arizona law.

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Professional understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Professional to disciplinary action before the State Board of Education, including revocation of Professional's certificate. Professional therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Professional also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Professional does not fulfill the full term of this Contract. Professional and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Professional's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Professional's breach of this contract in this respect. Professional and District specifically agree that the liquidated damages which may be assessed against Professional for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Professional agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Professional from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

11. Pursuant to Arizona law, Professional must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

SIGNATURE OF GOVERNING BOARD PRESIDENT

Professional

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE ADMINISTRATIVE EXEMPT CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2021-2022 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2021-2022 school year. Administrator understands that the District has used Administrator's current salary, or if new to the District, the approved administrator starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back ten (10) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure

to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

11. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

SIGNATURE OF GOVERNING BOARD PRESIDENT

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE ADMINISTRATIVE EXEMPT (MULTI-POSITION OFFICER) CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2021-2022 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2021-2022 school year. Administrator understands that the District has used Administrator's current salary, or if new to the District, the approved administrator starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include six (6) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back twenty (20) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

11. **Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

Administrator

SIGNATURE OF GOVERNING BOARD PRESIDENT

AMPHITHEATER UNIFIED SCHOOL DISTRICT
CERTIFICATED ASRS RETIREE RETURNING TO WORK
NEW HIRE TEACHER'S CONTRACT

This contract is entered into between _____ ("Teacher") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Teacher for fiscal year 2021-2022 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of _____ together with any salary increase approved for Teacher as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2021-2022 school year. Teacher understands that the District has used Teacher's current salary, or if new to the District, the approved teacher starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

3. Teacher shall teach such grade, grades or subjects in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Teacher shall teach in accordance with the academic standards established by the State of Arizona Board of Education.

4. Teacher's employment is conditioned upon the possession at all times of a valid Arizona Teacher's certificate for the position being offered and upon the possession at all times of a valid fingerprint clearance card, as well as the satisfactory completion of a background check and minimum requirements for the District's Teacher job description. Teacher agrees to be appropriately certified according to Arizona Department of Education standards, and to hold all requisite endorsements appropriate to the position held by the commencement date and throughout the duration of this contract. This contract shall be null and void and Teacher's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary. Teacher expressly acknowledges that total pay will

depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

7. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

8. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in Teacher's immediate dismissal in accordance with Arizona law.

9. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

10. Teacher hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Teacher acknowledges and represents that Teacher has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Teacher also acknowledges, desires and intends that District and Teacher will not make the contributions to ASRS for the salary paid to Teacher pursuant to this Contract or pursuant to any other aspect of Teacher's employment with District, but will comply with A.R.S. § 38-766.02. Teacher also acknowledges, desires and intends that Teacher will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. Finally, Teacher expressly acknowledges that Teacher is not subject to the requirements and conditions prescribed in Arizona Revised Statutes §§ 15-538, 15-538.01 and 15-539 through 15-543, including but not limited to, accrual of continuing status, preliminary notice of inadequacy of performance, or contract renewal. District and Teacher therefore expressly agree that Teacher's employment under this Contract is for 2021-2022 school year only. Teacher is hereby notified that Teacher's employment is for the 2021-2022 school year only and Teacher's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2021-2022 school year without any further notice or action on either party's part.

11. Teacher is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Teacher shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

12. Teacher understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Teacher to disciplinary action before the State Board of Education, including revocation of Teacher's certificate. Teacher therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Teacher also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Teacher does not fulfill the full term of this Contract. Teacher and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Teacher's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Teacher's breach of this contract in this respect. Teacher and District specifically agree that the liquidated damages which may be assessed against Teacher for resigning or leaving employment without advance Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Teacher agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Teacher from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

13. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

14. Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources

Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

SIGNATURE OF GOVERNING BOARD PRESIDENT

Teacher

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE ADMINISTRATOR'S CONTRACT
(Ten Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2021-2022 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2021-2022 school year. Administrator understands that the District has used Administrator's current salary, or if new to the District, the approved administrator starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2021-2022 school year only. Administrator is hereby notified that Administrator's employment is for the 2021-2022 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2021-2022 school year without any further notice or action on either party's part.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. **Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

Administrator

SIGNATURE OF GOVERNING BOARD PRESIDENT

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE ADMINISTRATOR'S CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2021-2022 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2021-2022 school year. Administrator understands that the District has used Administrator's current salary, or if new to the District, the approved administrator starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator’s supervisor. Failure to do so shall result in Administrator’s immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator’s dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District’s central office, whenever Administrator or Administrator’s dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System (“ASRS”) to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator’s employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator’s employment under this Contract is for 2021-2022 school year only. Administrator is hereby notified that Administrator’s employment is for the 2021-2022 school year only and Administrator’s contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2021-2022 school year without any further notice or action on either party’s part.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator’s certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District’s program and its students due to the premature loss of Administrator’s services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator’s breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. **Pursuant to Arizona law, Administrator must sign this Contract and return it to the District’s Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District’s offer of employment shall be automatically revoked.**

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

SIGNATURE OF GOVERNING BOARD PRESIDENT

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE ADMINISTRATIVE EXEMPT CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2021-2022 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2021-2022 school year. Administrator understands that the District has used Administrator's current salary, or if new to the District, the approved administrator starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back ten (10) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure

to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2021-2022 school year only. Administrator is hereby notified that Administrator's employment is for the 2021-2022 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2021-2022 school year without any further notice or action on either party's part.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

SIGNATURE OF GOVERNING BOARD PRESIDENT

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE ADMINISTRATIVE EXEMPT (MULTI-POSITION OFFICER) CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2021-2022 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2021-2022 school year. Administrator understands that the District has used Administrator's current salary, or if new to the District, the approved administrator starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include six (6) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back twenty (20) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator’s supervisor. Failure to do so shall result in Administrator’s immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator’s dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District’s central office, whenever Administrator or Administrator’s dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System (“ASRS”) to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator’s employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator’s employment under this Contract is for 2021-2022 school year only. Administrator is hereby notified that Administrator’s employment is for the 2021-2022 school year only and Administrator’s contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2021-2022 school year without any further notice or action on either party’s part.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator’s certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District’s program and its students due to the premature loss of Administrator’s services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator’s breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District’s Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District’s offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXXX.

Administrator

SIGNATURE OF GOVERNING BOARD PRESIDENT

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT
(Ten Month)

This contract is entered into between _____ ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2021-2022 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of _____ together with any salary increase approved for Professional as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2021-2022 school year. Professional understands that the District has used Professional's current salary, or if new to the District, the approved professional starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Professional warrants the truth of all representations and statements made by Professional to District in connection with Professional's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Professional is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Professional shall immediately report the arrest or charge to Professional's supervisor. Failure to

do so shall result in Professional's immediate dismissal in accordance with Arizona law.

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Professional hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Professional acknowledges and represents that Professional has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Professional also acknowledges, desires and intends that District and Professional will not make the contributions to ASRS for the salary paid to Professional pursuant to this Contract or pursuant to any other aspect of Professional's employment with District, but will comply with A.R.S. § 38-766.02. Professional also acknowledges, desires and intends that Professional will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Professional therefore expressly agree that Professional's employment under this Contract is for 2021-2022 school year only. Professional is hereby notified that Professional's employment is for the 2021-2022 school year only and Professional's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2021-2022 school year without any further notice or action on either party's part.

10. Professional is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Professional shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Professional understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Professional to disciplinary action before the State Board of Education, including revocation of Professional's certificate. Professional therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Professional also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Professional does not fulfill the full term of this Contract. Professional and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Professional's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Professional's breach of this contract in this respect. Professional and District specifically agree that the liquidated damages which may be assessed against Professional for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Professional agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Professional from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment or revision to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Professional must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

SIGNATURE OF GOVERNING BOARD PRESIDENT

Professional

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2021-2022 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of _____ together with any salary increase approved for Professional as part of the 2021-2022 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2021-2022 school year. Professional understands that the District has used Professional's current salary, or if new to the District, the approved professional starting salary for the 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 employment compensation package. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2021-2022 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Professional's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Professional may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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do so shall result in Professional's immediate dismissal in accordance with Arizona law.

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APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

SIGNATURE OF GOVERNING BOARD PRESIDENT

Professional



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: April 27, 2021

TITLE: Approval of Minutes of Previous Meeting(s)

BACKGROUND:

The attached minutes of previous Governing Board Meeting(s) are submitted for approval by the Board.

March 9, 2021
March 23, 2021

RECOMMENDATION:

The Administration recommends that the minutes of the previous meeting(s) be approved.

INITIATED BY:


Karin Smith
Executive Assistant to the Superintendent & Governing Board

Date: April 16, 2021


Todd A. Jaeger, J.D., Superintendent

**Minutes of the Regular Governing Board Meeting
Amphitheater Public Schools
Tuesday, March 9, 2021**

A Regular public meeting of the Governing Board of Amphitheater Public Schools was held Tuesday, March 9, 2021, beginning at 6:00 p.m. at the Wetmore Center, 701 West Wetmore Road, Tucson, AZ in the Leadership and Professional Development Center. The meeting was held under COVID-19 pandemic related conditions.

Governing Board Members Present

Ms. Susan Zibrat, President
Ms. Deanna M. Day, M.Ed., Vice President
Dr. Scott K. Baker, Member
Ms. Vicki Cox Golder, Member
Mr. Matthew A. Kopec, Member

Superintendent's Cabinet Members Present

Mr. Todd A. Jaeger, J.D., Superintendent
Dr. Roseanne Lopez, Associate Superintendent for Elementary Education
Mr. Michael Bejarano, Associate Superintendent for Secondary Education
Ms. Michelle H. Tong, J.D., Associate to the Superintendent and Legal Counsel
Mr. Scott Little, Chief Financial Officer
Ms. Kristin McGraw, Director of Student Services
Ms. Tassi Call, Director of 21st Century Education
Dr. Shannon McKinney, Director of Curriculum and Assessment
Mr. James Burns, Executive Manager of Operational Support
Ms. Michelle Valenzuela, Director of Communications

1. CALL TO ORDER AND SIGNING OF THE VISITOR'S REGISTER

President Zibrat called the meeting to order at 6:00 p.m. and invited members of the audience to sign the visitors' register.

2. PLEDGE OF ALLEGIANCE

Superintendent Jaeger announced the students leading the Pledge were from Rio Vista Elementary School. He informed the Board that Rio Vista Principal, Ms. Dianna Kuhn, the students, and their parents were already gathered and waiting around at the exterior flagpole to lead the Pledge of Allegiance. He explained when the Pledge is over attendees will return, and Ms. Kuhn will discuss the student art on display. He apologized to people listening online and explained there was no way to broadcast the Pledge and invited the attendees present to walk to the flagpole. The students who led the pledge were Nevaeh, Hector, Karinna, Felicity, Julio, Charlie, Sherri, Alexander, Aaliyah, Alan, Lila, and Jared.

On behalf of the Governing Board's appreciation, the students were presented with certificates and a group picture was also taken to mark the occasion.

3. RECOGNITION OF STUDENT ART

When the Board, Superintendent Jaeger and the attendees returned to the room, Superintendent Jaeger invited Ms. Kuhn to talk about the art display.

Ms. Kuhn said Ms. Stephanie Williams, Rio Vista Art Teacher, was not able to attend the meeting, however Ms. Williams provided some notes to describe the students' artwork. Ms. Kuhn noted that art classes were a little bit different this year, and the art displayed was made when students were in hybrid learning or was done at home. Students have learned about lines and shapes, the color wheel, the value scale, the rule of thirds, and art vocabulary. They created ocean scenes, pencil line and shape drawings, and practiced the Fauvist style of art.

To mark the Governing Board's appreciation, a certificate of for the artwork presentation was given to Ms. Kuhn for the Art Teacher and the students at Rio Vista Elementary School.

4. ANNOUNCEMENT OF DATE AND TIME OF THE NEXT SPECIAL GOVERNING BOARD MEETING

President Zibrat announced the next Special Governing Board meeting would be held on Tuesday, March 23, 2021 at 5:30 p.m., at the Wetmore Center, 701 West Wetmore Road, Tucson, AZ 85705 in the Leadership and Professional Development Center.

5. RECOGNITIONS

A. Recognition of Amphitheater District 2021 Spelling Bee Winners

Superintendent Jaeger said the Spelling Bee was virtual. He thanked Painted Sky Principal, Bethany Papajohn for hosting the event and asked her to introduce the winners.

Ms. Papajohn explained that the students participated in three differently formatted spelling bees. The first was at their school, the winners of which then participated in the District Spelling Bee via Zoom. The winners of the District Spelling Bee then went on to the County Spelling Bee, which was also a Zoom format. At the County Spelling Bee, the Scripps program required participants to type their answer. Ms. Papajohn thanked the proctors, site facilitators, and Board Members for their hard work to make these events a success. Ms. Papajohn announced the following top five places:

- First Place: Athena McElvaine, Fifth Grade, Amphi Academy Online
- Second Place: Ethan Arvizu, Sixth Grade, Harelson Elementary School
- Third Place: Svea Neilson, Fourth Grade, Copper Creek Elementary School
- Fourth Place: Leslie Moreno, Fifth Grade, Donaldson Elementary School
- Alternate: Alexander Owens, Eighth Grade, Wilson K-8 School.

The students who were present introduced their guests they brought with them.

On behalf of the Board, President Zibrat congratulated the Spelling Bee winners and were presented with a certificate of recognition. A group picture was taken of the students, the Governing Board, Superintendent Jaeger, and Ms. Papajohn to mark the occasion.

B. Presentation of Distinguished Service Award

Superintendent Jaeger invited Mr. Bejarano to present the Distinguished Service Awards.

Mr. Bejarano explained that the Distinguished Service Awards (DSA) are presented monthly to recognize employees' initiative, collaboration, loyalty, and contributions to the Amphitheater School District. These employees represent a high level of dedication and commitment to the Amphi family, and the values and mission of the District.

Mr. Bejarano announced that the Distinguished Service Award recipient for the month of March for support staff is Ms. Vita Thomas, Special Education Teaching Assistant at Copper Creek Elementary School. A video presentation was shown honoring Ms. Thomas for the work she has done in the District. Ms. Thomas said she was honored to receive the award.

Mr. Bejarano then announced that the Distinguished Service Award recipient for the month of March for certificated staff is Ms. JoAnne Carlson, teacher at Wilson K-8 School. A video

presentation was shown honoring Ms. Carlson. Ms. Carlson expressed her appreciation for the award.

On behalf of the Board, President Zibrat congratulated the award winners. Ms. Thomas and Ms. Carlson received a certificate of recognition from the Governing Board, a DSA award, and a gift card from the Amphi Foundation. Ms. Thomas and Ms. Carlson, the Governing Board, and Superintendent Jaeger stood for a group picture to mark the occasion. Also, in their honor as DSA recipients, a plaque with their name is on display in the Leadership and Professional Development Center. Superintendent Jaeger thanked both recipients for their hard work, and he thanked the Amphi Foundation for their continued support of the DSA program.

C. Recognition of Canyon del Oro High School Superintendent's Student Advisory Council

Superintendent Jaeger introduced this item by thanking all the students who participated on the Superintendent's Student Advisory Council. He explained that he meets with the students regularly throughout the year and appreciates their input about their school and the District. He invited Canyon del Oro High School Principal, Ms. Tara Bulleigh, to introduce the students.

Ms. Bulleigh thanked the Board and stated that due to other activities, some students were unable to attend. She read the names of all the Council members: Joseph Zaragoza, Harrison Byrnes, Kaylynn Calvin, Micaela Hernandez, Virginia Burns, Edward Harwood, Abdullah Campas, Ernesto Alvarez, and Kylie Strang. She then introduced the students in attendance: Kylee Hernandez, Gavin Bourland, Christian Hernandez, Bridget Farrell, Ella Johnson, and Adrian Reyes Segarra.

President Zibrat invited the students who were in present to introduce their family members and comment on their experience on the council. On behalf of the Board, the students received certificates of recognition for their participation on the Superintendent's Student Advisory Council. To mark the occasion, a group picture was taken with the students, Ms. Bulleigh, the Governing Board, and Superintendent Jaeger.

D. Recognition of 2021 Literacy Bowl Top Five National Champions

Superintendent Jaeger said he was pleased to have a school receive an award at a national level, and invited Ms. Valenzuela to introduce this award.

Ms. Valenzuela explained that Ms. Gabrielle Gonzalez's Fourth Grade class from Prince Elementary School finished in Fifth Place in the National Imagine Literacy Bowl. They were named a National Imagine Literacy Bowl MVP Classroom. They averaged more than 240 minutes of reading activities during the online competition. Ms. Gonzalez said she was proud of her classroom readers: Abraham Alegria Martinez, Romeo Bonillas, Maria Borja, Gabriel Bryant, Victoria Carrillo Neyoy, Anabelle Chavez Zavala, Jayden Daniel, J'maya Deloach, Azaiah Fernandez Saiz, Asifiwe Furaha, Aidric Goss, Liliana Jimenez, Manuel Landy, Anitah Mahoro, Damon Meresa, Arturo Morales Figueroa, Xelia Narcho-Morago, Geornia Paschall, Dante Romo-Morales, Emil Torres, Julian Valdivia, Annelise Vasquez-Monte, and Vanessa Vigil.

On behalf of the Board, President Zibrat congratulated the students for their tremendous reading abilities. The students received certificates of recognition for their participation from the Board and a group picture was taken with Ms. Gonzalez, the Governing Board, and Superintendent Jaeger to mark the occasion. No students were present.

President Zibrat called a seven minute break.

President Zibrat asked Board members if there was any objection to allowing the Oro Valley Town Update to be presented at this time. There was none.

Oro Valley Town Update

President Zibrat asked Superintendent Jaeger to introduce the item which was taken out of the published agenda order.

Superintendent Jaeger thanked the Board for allowing the change in the agenda. He commented that Amphitheater has three jurisdictions that overlap the District and one of them is the Town of Oro Valley. He said the District has a wonderful relationship with the Town of Oro Valley, which continues to be a big supporter of our programs, our students, and our schools. He looked forward to hearing the annual report and invited the Mayor of Oro Valley, Mr. Joe Winfield, to present the Oro Valley Town Update.

Mayor Winfield expressed his appreciation to the Board members for their care and concern for the students, staff, and families in the Amphitheater District. He shared that his family moved to Oro Valley because of the schools in the Amphitheater District.

He talked about the Oro Valley Youth Advisory Council, which consists of students in grades 9-12 who participate in the Town's planning and decision-making process. The Youth Council serves in the community and learns civic engagement skills to become leaders, help develop policies, and have a voice in town leadership. The Youth host events in the community to give teens activities, such as "Dive-In Movie Night" at the pool, and a "Barbecue by the River." Also, they work to bridge the age gap between youth and seniors. He said, even though COVID-19 reduced some of the activities, the students still found ways to make an impact in the community.

Mayor Winfield noted that beginning in January, they were able to return the "Spotlight on Youth" program, which highlights teens' achievements. The teens that are highlighted are selected by the School Resource Officers and school representatives for their success in academics, the arts, community service, entrepreneurship, humanitarian efforts, and sports. In January, the Town of Oro Valley recognized Painted Sky Elementary School student, Melody Davis. In February, the Town of Oro Valley recognized Innovation Academy student Audrey Alameda.

He then explained the role of the School Resource Officers as law enforcement officers, teachers, and counselors to the students and the school community. All Oro Valley SROs are members of the Arizona School Resource Officers Association. They respond to calls for service at the schools and coordinate law-related instruction to the students.

Mayor Winfield then spoke about the Parks and Recreation Department. He mentioned the many spring break activities that are available through Camp Cloud including arts and crafts, songs, dance, science experiments, and hikes. He said a zipline opened at the Naranja Park playground, and is being enjoyed by many people. He reported that the work on the Parks and Recreation Master Plan continues and a priority list has been created, which will be presented to the community in the future.

He offered to answer any questions. There were none.

Superintendent Jaeger thanked Mayor Winfield for his leadership and support of the District. He commented they have had the opportunity to meet together to discuss items of mutual interest, and he looks forward to additional conversations.

6. PUBLIC COMMENT

Ms. Lisa Millerd, teacher at Amphitheater High School (AHS) and Amphi Education Association (AEA) President, spoke about the purpose of the organization and her role as president. She said Amphi EA is a professional organization offering members benefits like trainings and is a local union with an affiliation to state and national groups. Ms. Millerd said members elect the AEA board, and the core values they follow are similar to the District's. She said Governing Board Policy requires the Amphi EA president to provide communication to District personnel and community members, attend Governing Board meetings, and assist in the awareness of policies, procedures, and the grievance

process. She stated the president is to seek information from a variety of sources, confer with District administration on critical areas of concern, and represent members of the bargaining unit in hearings and in areas of concern. In addition, the president is to meet with the superintendent or the superintendent's designee monthly. Ms. Millerd said the union represents the interests of all Amphi employees and when she speaks to the Board, she is speaking for the employees.

Ms. Tong read a comment from Ms. Valerie Fanelli, an Amphi parent. Ms. Fanelli requested students not be required to wear masks when they participate in sports. She felt that children cannot breathe while playing sports. She said they are not super spreaders of COVID-19 and cases are very low at this time. Ms. Fanelli said her son would like to participate in track, but she will not allow him to if he has to wear a mask while running. She asked that parents be allowed to decide if their child needs to wear a mask while playing sports.

Ms. Darlene Rowe, a teacher at Coronado K-8 School, felt that schools are only reopening so students can begin taking the required standardized tests. She believed that all other elementary school teachers at Coronado and in the District felt the same way. Ms. Rowe said the first week of school will consist of teaching students the new routines and procedures now in place. The following weeks will be spent preparing students for the tests and the test administration. She wanted the Board to be aware of the ten mandatory tests, because she thought there are too many required for her third grade students. She is concerned for their social and emotional well-being.

Mr. Daniel Roper spoke to the Board and referenced a prior Governing Board meeting presentation, questioning the validity of the Ohio schools' study and the BinaxNow test. He felt the BinaxNow test is not reliable and requested the Board do more research on the test before it is used in the District.

Superintendent Jaeger spoke to correct the record and responded to the last statement made during the Call to the Audience. He clarified the District's position concerning the Ohio study. He said the District has no intention of using the protocol outlined in the study, and only referenced the study because it validated the importance of mask wearing. The District is not allowed to utilize the approach used in the Ohio study and will continue to practice compliance with public health guidelines.

7. INFORMATION¹

A. Oro Valley Town Update

As recorded above, the Oro Valley Town Update was presented earlier in the meeting.

B. Superintendent's Report; Update on Pandemic Conditions and Operations

See Exhibit 1 for Superintendent Jaeger's Power Point Presentation.

Superintendent Jaeger felt the District is very fortunate to have so much support from the communities surrounding our schools. He said he values the relationship with Oro Valley, as they provide the SROs to our schools and financial support for Project Graduation.

He reported on a recent meeting with the members of the Church of the Nazarene, which is located near Canyon del Oro High School, to discuss the church's planned expansion. The project will include several youth athletic fields. They discussed the District's support of the overall project and a reciprocating parking agreement to accommodate the community use of their fields. He commented that he was excited to learn more about the improvements, which will provide additional recreational facilities that are needed in the northern part of the District.

Superintendent Jaeger announced that he was elected to the Board of Directors of the Catalina Council of Boy Scouts of America, as was Mayor Winfield. He said he was glad to be part of an organization that supports students of any gender and was excited to learn that two young ladies had recently been recognized as Eagle Scouts.

Superintendent Jaeger said he and other superintendents were asked to participate in the Greater Tucson Chamber of Commerce Young Leaders' Program. The program mentors new and emerging leaders that are interested in community involvement. Students participating in the program receive background information about the different public sectors.

Superintendent Jaeger continued his report by highlighting accomplishments in the District.

Canyon del Oro High School and IB Diploma Programme student Jojo Taylor was recognized as one of Junior Achievement of Arizona's 2021 '18 Under 18.' Students receiving this award show exemplary achievement in entrepreneurial spirit, leadership, making the community better, and extraordinary skillset.

He said, as Mayor Winfield also mentioned, the Oro Valley Spotlight on Youth program recognized Audrey Alameda from Innovation Academy for her academic achievement and community involvement. Audrey was very involved with Innovation Academy's Cereal Drive this year, is a member of the Student Council and National English Honor Society (NEHS). She was also recognized as an "Inspired Young Researcher." Oro Valley Spotlight on Youth program recognized Melody Davis as a top student at Painted Sky. Melody is respected by her peers and teachers, as she puts her best effort into all she does. She is part of the National Elementary School Honor Society and serves her community well through several different organizations.

Superintendent Jaeger talked about National School Social Work Week. He said the social workers in the District have an important role, which has been especially apparent this year. They have provided professional development to administration and staff on social and emotional learning and trauma informed practices. He is grateful for the District's social workers and thanked them for their support to students and staff.

He acknowledged the continuing financial support of the Amphi Foundation. They announced their spring funding awards, which totaled \$106,746.00. The funds donated come from community supporters go directly to schools throughout the District. The funding will allow 18 schools to complete 39 projects. He thanked the Amphi Foundation Board and Director Leah Noreng for their continued support.

Superintendent Jaeger showed a picture of a plastic tower growing lettuce. He explained this was another example of the support from the Amphi Foundation for Science, Technology, Engineering and Math (STEM) learning. The Amphi Foundation partnered with "Lettuce Grow" and will provide every school in the District with a hydroponic tower garden. In the past couple of weeks, the schools have received their growing towers and credit to order seedlings.

Superintendent Jaeger then gave the following update on COVID-19 pandemic conditions and the reopening of schools.

He reviewed Gubernatorial Order 2021-04. The order cites updated guidance from the Centers for Disease Control and Prevention (CDC). Governor Ducey has mandated new community transmission categories and metrics by the Arizona Department of Health Services (AZDHS). He said their website format has changed and the bar graphs have been replaced with a description of local and county transmission metrics. The mandates require a return to in-person learning for all schools by March 15, 2021, or the Monday following district spring breaks (if applicable). It also sets a basic requirement for all grades for in-person learning, either hybrid or full, and the type of learning based upon transmission level and grade levels. Districts must also offer a virtual learning option. At this time, Pima County is in the substantial transmission level, and according to the mandate guidelines, middle and high schools may reduce attendance if they choose.

Superintendent Jaeger showed a slide of the AZDHS COVID-19 benchmarks. In Pima County, the new case rate per 100,000 individuals is substantial, percent positivity is low, and transmission level is substantial. He said the new order requires using data from the last seven days, whereas prior

data used the last fourteen days of information. He explained based on the current data, elementary schools require hybrid learning and middle and high schools should be in hybrid learning mode or have reduced attendance.

Superintendent Jaeger outlined the guidelines for full reopening on March 22, 2021.

The Pima County Health Department (PCHD) has given its support to a return to school based on the improved Pima County health metrics, transmission rates, contact tracing, and case investigation. There are low rates of transmission throughout Pima County schools and especially in Amphi schools. The District's multiple and layered mitigation strategies (mask wearing, physical distancing to the greatest extent possible, enhanced and CDC compliant ventilation practices, hand washing/hygiene practices, and cleaning and disinfecting protocols) will continue.

He stated that since reopening in hybrid, there has been a decrease in the need to quarantine. Additionally, throughout the District, there have been substantial and increased vaccination levels.

Superintendent Jaeger said a reopening survey was emailed to all employees last week. If staff had specific concerns, they were asked to communicate their concern to the Support Staff Advisory Council or the Certificated Staff Advisory Council representatives at their site. An emergency meeting with both groups was held to discuss these concerns. He appreciated and valued the input from staff regarding reopening, commenting that even though there were differing opinions, everyone wants to resume in-person learning. He thanked employees, council representatives, and Amphi EA for their time and effort given to the reopening process.

He said there were many concerns, but the primary concerns were regarding public health readiness, and the capacity for six-foot physical distancing. Teaching and support staff had concerns about the preparation time required to resume full in-person learning, and interruptions of having to quarantine. They also wanted assurance of maximum compliance with other mitigation measures besides physical distancing, such as ventilation, cleaning, and sanitation. A concern of many staff was the upcoming spring break and the potential for spread when everyone returned.

Superintendent Jaeger shared the results of a survey of families. He said the challenge for the District was planning for the virtual alternative without knowing how many students would participate. Families were asked whether they wanted their child to attend in-person or participate in a virtual alternative. 6,609 families responded to the survey. 94% preferred in-person learning and 6% requested a virtual alternative. He also mentioned that some students at Amphi Academy Online are seeking to return to in-person learning.

Superintendent Jaeger gave an update on staff vaccinations. A survey was sent to 1,487 employees. Employees who indicated on a previous survey that they did not want to receive the vaccine were not included in the second survey. 682 employees responded that they have received two doses, 191 employees have received one dose, and 187 are scheduled for their second dose. 22 employees are scheduled for their first dose. 135 employees responded they have been unable to schedule an appointment. The District has worked to secure appointments for those employees. He commented that the supply has been limited, but more vaccine and vaccination sites should be coming soon.

Superintendent Jaeger reported about vaccine efficacy. He said, based on information from the PCHD, the first dose of Moderna and Pfizer is 60-90% effective in protecting from hospitalization and death. The second dose is 95% effective and can be taken up to 6 weeks from the first dose. The Johnson and Johnson dose is 66% effective in protecting against mild to moderate symptoms and 85-86% effective in protecting from death.

Superintendent Jaeger said in partnership with PCHD/AZDHS/ASU, the District has been selected for in-school testing using the BinaxNow antigen test, which provides results in fifteen minutes. District staff have been trained to conduct the test on school campus for symptomatic students and staff. The process for student consent of the test is being formulated now.

Superintendent Jaeger stressed the importance of ongoing mitigation strategies. He said CDC guidelines still need to be followed. These include staying home when sick, wearing facemasks, handwashing, avoiding touching our faces, physical distancing, and quarantining if needed. He reviewed that in the past, after school breaks and holidays, community transmission increases. The vast majority of spread among school age populations is due to family and social gatherings, and athletic events where proper mitigation is not practiced. He concluded by asking everyone to help the District's schools stay open by following CDC guidelines in their personal lives and enjoy their spring break.

He asked if the Board had any questions.

Dr. Baker asked for clarification of the number of employees that were not interested in receiving the vaccine. Superintendent Jaeger responded approximately 200 employees were not interested.

C. Status of Bond Projects

Mr. Burns presented the following report on the Bond projects throughout the District.

For detailed information on the Bonds report, see Exhibit 2.

Amphitheater High School (AHS) Arizona School Facilities Board (SFB) projects include a structural evaluation of the 300 wing, the main gym roof replacement, Central Plant 5 boiler replacement, and Central Plant 1 hot water line leak assessment.

Canyon del Oro High School (CDO) Bond projects include Heating, Ventilation and Air Conditioning (HVAC) design retrofit in the Dance Studio building BN, which is now 95% complete. SFB projects include campus roofing phase II for building P, which is 50% complete and the north gym locker room HVAC replacement.

Ironwood Ridge High School (IRHS) SFB projects include roofing replacements to building A which is 100% complete, building E is 90% complete, building B is 60% complete, and building F is 10% complete. A weatherization design grant was approved for buildings E and F.

Amphitheater Middle School (AMS) SFB projects include classroom 810 HVAC replacement. The purchase order has been issued and the new unit has been ordered.

Copper Creek Elementary School Bond projects include the design work for staff and special needs restroom remodel, which is now complete. Remodeling of the Americans with Disabilities Act of 1990 (ADA) restroom is 95% complete. SFB projects include the assessment of the roof on the Multi-Purpose Room (MPR) and repair of the HVAC control.

Cross Middle School SFB projects include the roof replacement design documents, which are 80% complete.

Donaldson Elementary School SFB projects include the MPR boiler replacement. The purchase order has been issued and the new unit has been ordered.

Harelson Elementary School SFB projects include the design grant submission for the Funhouse weatherization.

Mesa Verde Elementary School SFB projects include the roof replacement.

Painted Sky Elementary School Bond projects include the replacement of one 130-ton chiller.

Rillito Center SFB projects include building A and D weatherization. The assessment inspection test has been completed.

Walker Elementary School SFB projects include the HVAC replacement unit for classroom 15, which has been ordered. Classroom 5 HVAC replacement is complete.

Wilson Elementary School Bond projects include the fire alarm system replacement. Construction will begin soon.

Mr. Burns offered to answer any questions the Board may have. There were none.

D. Auditor General's Classroom Dollars Report 2020

For detailed information on the Auditor General's Classroom Dollars 2020 report, see Exhibit 3.

Superintendent Jaeger noted that the Auditor General's report is received a year after the fiscal year has ended. He invited Mr. Little to review this report with the Board.

Mr. Little said the "Dollars in the Classroom" report is mandated by Proposition 301. As part of that legislation, the Auditor General has to report the District's spending in each of certain specified category. He said an important part of the report is the District's total spending compared to other districts in the area. He noted that the District is still well below the national average of funds spent per student. Mr. Little compared statistics from other districts, reporting that the dollars spent for administration is lower than to other districts, but our transportation number is higher. He explained that it is difficult to compare data with area districts, since each district has their own unique spending needs. He said a better approach was to compare districts by removing transportation and food service data. Mr. Little presented information showing the District is similar in instructional spending and lower in administration costs as compared to area districts.

He offered to answer any questions.

Ms. Cox-Golder asked if the District is reimbursed for transportation spending. Mr. Little responded saying that the District is reimbursed on a per route mile basis, but the funding calculation is not favorable for schools located in suburban and urban areas that have many stops on the routes.

President Zibrat noted that it was Mr. Little's birthday and invited those in attendance to sing Happy Birthday to him.

E. Periodic Legislative Update

For detailed information on the Periodic Legislative Update, see Exhibit 4.

Superintendent Jaeger asked Ms. Tong to give a review of what is happening in the legislature.

Ms. Tong provided information on federal, state, and local legislation. She stated, the federal Coronavirus Aid Relief and Economic Security (CARES) Act is a relief package. Arizona received \$626,00,000.00 in Education Stabilization Funds (ESF). Amphitheater Public Schools was allocated approximately \$5,600,000.00 from the Arizona Enrollment Stability Grant. Another Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act extended the use of these funds until December 31, 2021.

She reviewed another type of relief funding, the Elementary and Secondary School Emergency Relief (ESSER) Fund. The District received approximately \$3,100,000.00 in ESSER 1 Funds, and noted the spending deadline expires September 30, 2022. Additional funding of approximately \$13,000,000.00 was received through the ESSER 2 Funds, which expire on September 30, 2023. She mentioned there is an ESSER 3 proposal that has not yet been awarded.

Ms. Tong recapped Executive Order 2021-04, which mandated that schools must open by March 15, 2021. She explained Executive Order 2021-05 ends the attendance limitations on public gatherings of no more than 50 people. She said while the order was primarily for businesses and public events, it will help the District plan for upcoming events. She shared the Arizona State Congress session deadlines. March 26, 2021 is the last day for each house to consider bills passed from the other house. April 16, 2021 is the last day for consideration of bills in conference committees and April 20, 2021 is the 100th day of regular session.

Ms. Tong talked about specific bills that were introduced by the state legislators in the three legislative districts that cover the Amphitheater School District. From District 3, Representative Alma Hernandez; HB 2241 and HB2754. From District 9, Senator Victoria Steele; SB 1005, HB 2146, HB 2147, HB2148, HB2149, HB 2150, HB 2151 and Representative Pamela Powers Hannley; HB 2251. From District 11, Representative Mark Finchem; HCR 2030. She then gave an update on the bills that have been signed by the Governor.

HB2018 - Schools; Audits; Financial Records; Budgets

This bill requires school districts and charter schools to submit a copy of their audit reports to the county school superintendent and Arizona Department of Education (ADE), which ADE must publish, and Governing Boards must publicly accept by roll call vote.

HB2023 Schools - Employees; Employment; Discipline

This bill requires ADE to investigate written complaints of immoral or unprofessional conduct by a noncertificated employee.

She said there were other bills that have already been passed in one house but have not been signed by the Governor. She explained she wanted the Board to be aware of them since they are moving quickly.

SB1139 – Classroom Site Fund; Distribution

This bill removes the requirement that school districts and charter schools must spend Classroom Site Fund (CSF) monies in the following ways. 40% for increased teacher compensation based on performance and employment related expenses, 40% for maintenance and operation purposes, and 20% for teacher base salary increases and employment-related expenses. If signed, districts may use the money without those restrictions.

SB1452 - Arizona Empowerment Scholarship Accounts; Revisions

This bill expands the definition of “qualified student” to allow a student eligible to receive an Arizona Empowerment Scholarship Accounts (ESA). The change would include students that receive federal Title I services for low-income students, and free or reduced-price lunch to attend another school, a private school, or be homeschooled. She stated the Arizona School Board Association (ASBA) does not support this bill.

SB1165 - Schools; Performance Evaluations

She explained this bill is only for one year and exempts school district governing boards or charter school governing bodies from conducting performance evaluations of principals and certificated teachers in school year 2020-2021. Furthermore, a teacher cannot be disqualified from receiving performance pay from the Classroom Site Fund, because they did not have a performance evaluation.

Ms. Tong discussed COVID-19 Liability Protection Bills. She has been following the bills closely and explained the differences. She said these bills apply not just to schools but all employers and businesses. They address a situation where an individual sues, alleging they contracted COVID-19 at that location, because proper mitigation was not in place.

HB2549 - Probable Cause Hearing; Pandemic Liability

This bill requires courts to first conduct a validity hearing to ascertain if it was possible that COVID-19 was contracted at that location.

SB1377 - Civil Liability; Public Health Pandemic

This bill provides liability protection for public school districts during the pandemic. If a public school district has acted in good faith to protect against the pandemic, they would not be held liable. If sued during a public health pandemic, the claimant must prove by clear and convincing evidence that the person or provider failed to act, or acted with gross negligence, or willful misconduct.

Ms. Tong concluded, saying the passing of these bills will be positive for any entity that potentially could face a lawsuit, including school districts. She said the next Legislative Update will be presented on April 13, 2021 and asked the Board if there were any specific suggestions or requests for action that they would like the District to lobby.

Vice President Day had a question about the District’s active involvement in lobbying. Ms. Tong responded that the District signs in on bills and is associated with many groups that lobby.

8. CONSENT AGENDA³

Details of agenda items, supporting documents, and presentations are available in the electronic BoardBook by clicking on the hyperlink below.

<https://meetings.boardbook.org/Public/Organization/2065>

President Zibrat asked if there were any Items that should be pulled for further discussion. There were none. Ms. Cox Golder moved for Consent Agenda Items A. – M. be approved as presented. Mr. Kopec seconded the motion. Roll call vote in favor - 5: President Zibrat, Vice President Day, Dr. Baker, Ms. Cox Golder, and Mr. Kopec. Roll call vote opposed - 0. Consent Agenda Items A. – M. passed.

A. Approval of Appointment of Non-Administrative Personnel

Non-administrative personnel appointments were approved as listed in Exhibit 5.

B. Approval of Personnel Changes

Certified and classified personnel changes were approved as listed in Exhibit 6.

C. Approval of Leave(s) of Absence

Leave(s) of absence were approved as listed in Exhibit 7.

D. Approval of Separation(s) and Termination(s)

Separation(s) and termination(s) were approved as listed in Exhibit 8.

E. Approval of Stipend for Coaching Volunteers

Approval of stipend for coaching volunteers were approved as listed in Exhibit 9.

F. Approval of Minutes of Previous Meeting(s)

Minutes of the February 9, 2021 Governing Board meeting was approved as submitted in Exhibit 10.

G. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,647,378.30

A copy of vouchers for goods and services received by the Amphitheater Public Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized as listed in Exhibit 11.

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1208	\$46,995.84	1209	\$29,688.68	1210	\$730,051.24
1212	\$330,259.81	1213	\$6,506.73	1214	\$130,031.84
1215	\$103,119.39	1216	\$833,957.22	1217	\$11,834.77
1218	\$354,600.24	1219	\$33,186.06	1220	\$36,307.50
1221	\$838.98				

H. Acceptance of Gifts

Gifts were accepted by the Governing Board as listed in Exhibit 12.

I. Approval of Disposal of Surplus Property via PublicSurplus.com

The Governing Board approved the disposal of surplus property via PublicSurplus.com.

J. Approval of Fireworks for Ironwood Ridge High School Graduation Ceremonies

The Governing Board approved the fireworks display for Ironwood Ridge High School graduation ceremonies as presented in Exhibit 13.

K. Review and Approve Resolution Authorizing the District to Sign Documents to Settle the Lawsuit Filed by Vistoso Partners, LLC in Pima County Superior Court Case No. C20210162 and to Execute a Quit Claim Deed to Vistoso Partners for the Real Property Obtained at No Cost from Vistoso Partners, LLC Pursuant to a Special Warranty Deed with Right of Reversion and for which the Reversionary Condition Has Occurred

The Governing Board approved the resolution authorizing the District to sign documents to settle the lawsuit filed by Vistoso Partners, LLC as submitted in Exhibit 14.

L. Approval of School Facilities Board (SFB) Grant for Ironwood Ridge High School HVAC Controls Repair

The Governing Board approved the SFB Grant for Ironwood Ridge High School HVAC controls repair as presented in Exhibit 15.

M. Approval of School Facilities Board (SFB) Grant for Wilson K-8 School Chiller Compressor Replacement

The Governing Board approved the SFB Grant for Wilson K-8 School chiller compressor replacement as presented in Exhibit 16.

9. STUDY/ACTION

A. Post-Retirement Employment Opportunities during the 2021-2022 Fiscal Year for Staff Retiring in the Current Fiscal Year

Superintendent Jaeger invited Ms. Tong to present this item to the Board.

Ms. Tong talked about the difficulties in hiring teachers across the nation, especially during the pandemic. She said when a District employee retires, state law does not allow them to be employed by an Arizona State Retirement System (ASRS) provider directly, but they are allowed to be leased back through a third-party vendor (TPV). Currently, the District has a post-retirement, third-party “employee-leasing” arrangement with Educational Services, Inc. (ESI). At the end of this fiscal year, the agreement program with ESI expires and renewal of the agreement requires Board approval.

Ms. Tong’s recommendation to the Board was to keep the same terms in place. She explained the current agreement allows all employees to be hired back after the required one-year separation from their ASRS provider as mandated by the statute. At the beginning of the next school year, a retired employee that is rehired, would return under the same terms and salary they had before retiring. The returning employees would also receive any salary increases that may be approved by the Board.

President Zibrat asked if there were any questions, there were none.

Vice President Day moved the Board accept the proposed hiring of retirees through a TPV as presented in the Agenda Item. There was no discussion. Roll call vote in favor - 5: President Zibrat, Vice President Day, Dr. Baker, Ms. Cox Golder, and Mr. Kopec. Roll call vote opposed - 0. Study/Action item 9.A. passed.

10. EXECUTIVE SESSION

A. Executive Session for Discussion of Employment and Evaluation of the Superintendent, Pursuant to A.R.S. § 38-431.03(A)(1)

President Zibrat said after consultation with Superintendent Jaeger, and due to the late hour, she requested Agenda Item 10. A., Executive Session, be postponed. All Board members were in agreement.

11. **PUBLIC COMMENT**

There were none.

12. **BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

There were none.

13. **ADJOURNMENT**

President Zibrat asked for a motion to adjourn the meeting. Vice President Day so moved. Ms. Cox Golder seconded the motion. There was no discussion. Roll call vote in favor - 5: President Zibrat, Vice President Day, Dr. Baker, Ms. Cox Golder, and Mr. Kopec. Roll call vote opposed - 0. The meeting adjourned at 8:45 p.m.


Minutes respectfully submitted for Governing Board Approval
Karin Smith, Executive Assistant to the Superintendent & Governing Board
Gretchen Hahn, Secretary III, Governing Board Office

April 21, 2021
Date

Susan Zibrat, Governing Board President

April 27, 2021
Date

Minutes of the Special Governing Board Meeting
Amphitheater Public Schools
Tuesday, March 23, 2021

A Special public meeting of the Governing Board of Amphitheater Public Schools was held Tuesday, March 23, 2021, beginning at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership and Professional Development Center. This meeting was held under COVID-19 pandemic related conditions.

Governing Board Members Present

Ms. Susan Zibrat, President
Ms. Deanna M. Day, M.Ed., Vice President
Dr. Scott K. Baker, Member
Ms. Vicki Cox Golder, Member
Mr. Matthew A. Kopec, Member

Superintendent's Cabinet Members Present

Mr. Todd A. Jaeger, J.D., Superintendent
Dr. Roseanne Lopez, Associate Superintendent for Elementary Education
Mr. Michael Bejarano, Associate Superintendent for Secondary Education
Ms. Michelle H. Tong, J. D., Associate to the Superintendent and Legal Counsel
Mr. Scott Little, Chief Financial Officer
Ms. Kristin McGraw, Director of Student Services
Ms. Tassi Call, Director of 21st Century Education
Dr. Shannon McKinney, Director of Curriculum and Assessment
Mr. James Burns, Executive Manager of Operational Support
Ms. Michelle Valenzuela, Director of Communications

1. CALL TO ORDER AND SIGNING OF THE VISITOR'S REGISTER

President Zibrat called the meeting to order at 5:30 p.m. and invited members of the audience to sign the visitors' register.

2. PLEDGE OF ALLEGIANCE

President Zibrat asked Dr. Lopez to lead the Pledge of Allegiance.

3. ANNOUNCEMENT OF DATE AND TIME OF THE NEXT REGULAR GOVERNING BOARD MEETING

President Zibrat announced that the next Regular Governing Board meeting would be held on Tuesday, April 13, 2021 at 6:00 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ, 85705 in the Leadership & Professional Development Center.

4. PUBLIC COMMENT¹

Ms. Lisa Millerd, teacher at Amphitheater High School (AHS) and Amphi Education Association (Amphi EA) President, said at the last meeting she spoke about the responsibilities required of the Amphi EA President as directed by Governing Board policy. She stated this year, she realized there are certain things she cannot control and said she faced difficulties fulfilling some duties. These included communication with District personnel, discussion of critical areas of concern, and meeting regularly with the Superintendent or the Superintendent's designee. She talked about what she has discovered as the Amphi EA President, noting that she has low expectations of direct

participation in the decision making process. She felt that employees are hesitant to speak up to a superior and want feedback that their concerns have been understood by District administration. She thought that communication can be successful if there is mutual trust and respect, but felt it was lacking in the District. Middle and high school students were asked, “What have you learned in the pandemic”? She said several skills they learned would not be assessed on a standardized test, and shared some of their answers; they learned to juggle, to walk on their hands, to be smart with money and save, to be more confident, to communicate better with their parents, and if you try hard enough you can do anything. Other responses included, learning the art of arguing, that watching a little cousin is challenging, and to always have a supply of toilet paper.

5. INFORMATION

A. Superintendent’s Report; Update on Pandemic Conditions and Operations

For Superintendent’s Power Point Presentation see Exhibit 1.

Superintendent Jaeger began his report with a few of the events that took place before and during Spring Break.

Interact Club students at Amphitheater High School (AHS) enhanced their campus by working on a painting project during Spring Break. The Interact Club is a program through Rotary International involving students aged 12-18. The purpose of the program is “Service Above Self” to help students improve their leadership skills. He mentioned in the past, many Interact Club students at AHS have been recognized at the annual Rotary Awards dinner for their service.

Since the beginning of March, students at Rio Vista Elementary School have read for more than 10,000 minutes. The students had a popcorn party to celebrate their participation in their Read-a-Thon.

Superintendent Jaeger shared that the third graders at Innovation Academy have been studying fossils and mining. The students discovered how fossils form, and how they are excavated and identified.

Superintendent Jaeger gave an update on public health information and the reopening of schools.

He said on March 24, 2021, vaccines will become available statewide for sixteen year olds and above. He suggested that anyone interested in information about the vaccine, go to the Arizona Department of Health Services (AZDHS) website, or directly to the vaccine registration website at podvaccine.azdhs.gov.

He then reviewed the Pima County Health Department (PCHD) metrics. He commented that since the last report, there has been a significant improvement and that there are no indicators in the red category.

Disease Data Indicators: cases over two consecutive weeks; percent positivity; are both in the yellow zone; COVID-19 like illnesses is green.

Health System Availability: lab testing availability and utilization is green; adequate hospital bed capacity to care for two times the current COVID-19 cases (+surge) – statewide; sufficient Personal Protective Equipment (PPE) for emergency responders are both in the yellow.

Public Health Tracking and Investigation: timely case investigation; testing of symptomatic contacts within 48 hours are both in the green; facilities/support for patients who cannot be discharged home – statewide is yellow.

Superintendent Jaeger explained that the PCHD is no longer making recommendations to school districts concerning reopening, but if layered mitigation is in place, they are supporting school district decisions. He referenced Pima County metrics for the week of March 7, 2021, which showed improvement. He said the best news was a decline in cases, resulting in a rate of 53 cases per 100,000 individuals in Pima County, under 50 cases is considered a moderate transmission rate. The COVID-19 test positivity rate is 3.1%. Superintendent Jaeger said based on the guidelines from the state, hybrid learning is currently recommended, but as cases decrease, schools may be open for full in-person learning.

Superintendent Jaeger talked about the new Centers for Disease Control and Prevention (CDC) guidelines. The recommendation for elementary schools is students are to be at least three feet apart in classrooms and wear masks, whether the community transmission rate is low, moderate, substantial, or high. For middle and high schools, students need to be at least three feet apart in classrooms and wear masks, but only if the transmission rate is low, moderate, or substantial. For adults, the recommended guidelines continue to be at least six feet apart from students and other adults, in common areas, and when eating. If activities require increased exhalation, the use of large well-ventilated spaces or outdoors is advised.

Superintendent Jaeger recapped Gubernatorial Order 2021-04, which cited the new CDC guidelines and mandated new AZDHS transmission metrics. The Order required in-person learning to begin on March 22, 2021 and stated districts must offer a virtual alternative.

He explained the District's phased reopening plan. On March 22 and March 23, 2021, teachers had additional planning time and students engaged in SeeSaw/Google Classroom learning with teacher guidance. On March 24, 2021 in-person classes will resume for all students. (Full in-person learning will begin on March 29, 2021). PCHD and AZDHS project a moderate transmission level at that time, therefore the District will continue with layered mitigation protocols.

Superintendent Jaeger talked about the virtual alternative the District offers. 288 students have requested the virtual option. It is called Virtual Alternative Learning and the format is not the same as Amphi Academy Online (AAO). Students continue to be enrolled in their home school and may return to in-person learning when they feel comfortable. The learning options provided to students are learning platforms already in place, and varies from site to site depending on the specific needs at each location. He said a Virtual Alternative Learning update will be provided at the next Governing Board meeting.

Superintendent Jaeger concluded by saying the District has missed seeing the students in-person, and we are ready for them to return.

President Zibrat thanked Superintendent Jaeger and asked if Board members had any questions.

Ms. Cox Golder asked what the Districts' response is if an individual refuses to wear a mask.

Superintendent Jaeger said masks are a legal requirement in Pima County and for the Amphitheater Public School District. There have been some exceptions for medical reasons, and those students have gone through the extensive process to receive a waiver. He stated mask wearing is mandatory and it will be enforced.

Ms. Cox Golder asked if the 288 students requesting the Virtual Alternative Learning option have attended school this year.

Superintendent Jaeger said students have chosen the Virtual Alternative Learning option for different reasons. Some attended during hybrid, but do not feel comfortable returning to a full classroom, and others are concerned about the current metrics. He was hopeful that as students feel more secure in the future, they will return to the classroom. He offered to provide additional information at the next Governing Board meeting.

6. CONSENT AGENDA³

Details of agenda items, supporting documents, and presentations are available in the electronic Board Book by clicking on the hyperlink below.

[Amphitheater Public Schools Public View - BoardBook Premier](#)

President Zibrat asked if there were any Items that should be pulled for further discussion. There were none. Ms. Cox Golder moved for Consent Agenda Items A. – K. be approved as presented. Mr. Kopec seconded the motion. Roll call vote in favor – 5. President Zibrat, Vice President Day, Dr. Baker, Ms. Cox Golder, Mr. Kopec. Opposed – 0. Consent Agenda Items A. – K. passed.

A. Approval of Appointment of Non-Administrative Personnel

Non-administrative personnel appointments were approved as listed in Exhibit 2.

B. Approval of Personnel Changes

Certified and classified personnel changes were approved as listed in Exhibit 3.

C. Approval of Leave(s) of Absence

Leave(s) of absence were approved as listed in Exhibit 4.

D. Approval of Separation(s) and Termination(s)

Separations and terminations were approved as listed in Exhibit 5.

E. Approval of Stipend for Coaching Volunteers

Stipends for coaching volunteers were approved as listed in Exhibit 6.

F. Approval of Minutes of Previous Meeting(s)

Minutes of the February 23, 2021 Governing Board meeting were approved as submitted in Exhibit 7.

G. Approval of Vouchers Totaling and Not Exceeding Approximately \$805,805.50

A copy of vouchers for goods and services received by the Amphitheater Public Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized as listed in Exhibit 8.

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1222	\$181,671.85	1223	\$145,055.32	1225	\$80,911.07
1226	\$93,965.00	1227	\$223,646.33	1228	\$80,555.93

H. Acceptance of Gifts

Gifts were accepted by the Governing Board as listed in Exhibit 9.

I. Approval of Parent Support Organization(s) - 2020-2021

The Governing Board approved Amphi Baseball Booster Club and Lulu Walker PTO as submitted in Exhibit 10.

J. Approval of Out of State Travel

Out of state travel was approved as submitted in Exhibit 11.

K. Approval of New Course Names for High School Courses: “Pre-AP” will now be “Honors”

New course names for high school courses were approved as submitted in Exhibit 12.

7. ACTION

A. Resolutions and Other Action(s) to Recognize and Honor District Employees for Their Loyalty, Dedication and Contributions; Designation of Specific Dates in April and May as Dates for Appreciation of the District's Educational Support Personnel, Teachers, and Other Educational Professionals

For each resolution and Superintendent's Power Point Presentation see Exhibits 13, 14, and 15.

President Zibrat asked Dr. Baker to read Recognizing the Special Contributions of Teachers and Educational Professionals resolution. President Zibrat then asked Mr. Kopec to read Recognizing the Special Contributions of Educational Support Personnel resolution. She invited Superintendent Jaeger to explain more about the resolutions.

Superintendent Jaeger said for many years at this time of year, the District has adopted a resolution to recognize our employee groups. These resolutions coincide with National Administrative Professionals Day, and National Teacher Day. To acknowledge all staff, the annual recognition has always included a broader group of employees. This year the pandemic has emphasized how essential District employees are.

He talked about the continuing nationwide lack of educators and shared some data regarding the reasons they have left the profession. He said since the pandemic began in March 2020, the District has had 360 staff members leave. Some reasons for leaving included early retirement and the need to work remotely to avoid personal contact with others. Superintendent Jaeger acknowledged the extra efforts by District employees this year. He said the annual resolutions are recognitions that are truly deserved, but this year they are especially significant as so many employees continued to persevere.

Superintendent Jaeger explained that the District is receiving federal Elementary and Secondary School Emergency Relief Funds (ESSER). The funds cannot be used for bonuses, but may be used for retention or recruitment due to the pandemic. The Governing Board may use those funds to compensate employees that continue to work at Amphi. He thanked the Board for their sincere care of the employees of the District.

President Zibrat asked the Board if they were prepared to make a motion.

Vice President Day said no one would have imagined that this year would be the year that it has been. She acknowledged the personal and professional stresses felt by everyone, which resulted in the loss of some District staff. She said the intent of the resolutions is to appreciate the dedication and commitment of staff members, and a day should be set aside to recognize them.

Vice President Day felt that the Board should take action to retain existing staff. She moved to approve, adopt, and publish the resolutions. She also moved that all District employees who remain employed with the District for the 2021-2022 fiscal year be rewarded with a retention stipend that is equivalent to 3% of their projected annual base pay. The stipend is to be over and above the base compensation terms developed through the meet and confer process, and will be calculated after any increases resulting from the process. The Superintendent will determine the COVID-19 funding source available to pay the stipends. She further moved that as a retention incentive, half of the stipend will be paid the first full week of September 2021, and the remainder will be paid the first full week of January 2022. Substitutes will also receive the stipend in one lump sum to be calculated at the end of the 2021-2022 school year. She also moved, if employees participate in any sick-out type of activity, they will be ineligible for the stipend.

Ms. Cox Golder seconded the motion. She said she wished the stipend could be more, and acknowledged that even though staff had concerns for their personal safety, they worked to provide what was best for the students.

President Zibrat shared her thoughts before she called for the vote. She felt for many years school district employees have been taken for granted by the state. There has been a consistent lack of funding which has forced districts to provide essential services with less resources. President Zibrat said because of the pandemic, she understood that some employees felt compelled to leave. She expressed her sincere gratitude for the employees that stayed, and of their dedication to serve the students. She believed adopting the resolutions were an opportunity for the Governing Board to recognize the enduring loyalty and ongoing commitment of the District employees, and would be voting to approve the resolution.

She asked if other Board members would like to make a comment.

Mr. Kopec said he would like to reinforce the remarks made by President Zibrat. He acknowledged even though it has been a tough year, he is extremely thankful for the dedicated employees and is proud to be associated with the District.

Dr. Baker commented that President Zibrat said it so well, he had nothing else to add.

President Zibrat noted that Vice President Day made a motion and Ms. Cox Golder had seconded the motion. President Zibrat called for a vote. Voice vote in favor – 5: President Zibrat, Vice President Day, Dr. Baker, Ms. Cox Golder, and Mr. Kopec. Opposed – 0. Action 7. A. passed.

The audience applauded after the vote passed.

8. EXECUTIVE SESSION

A. Motion to Recess Open Meeting and Hold an Executive Session for:

- 1. Discussion of Employment and Evaluation of the Superintendent, Pursuant to A.R.S. §38431.03(A)(1); and**
- 2. Discussions or Consultations with Designated Representatives of the Public Body in Order to Consider Its Position and Instruct Its Representatives Regarding Negotiations with Employee Organizations Regarding the Salaries, Salary Schedules or Compensation Paid in the Form of Fringe Benefits of Employees of The Public Body Pursuant to A.R.S. §38-431.03(A)(5).**

President Zibrat asked for a motion to hold Executive Session. Vice President Day moved to recess the public meeting to hold an Executive Session for Discussion of Items 8. A. 1 & 2. President Zibrat seconded the motion. Voice vote in favor – 5: President Zibrat, Vice President Day, Dr. Baker, Ms. Cox Golder, and Mr. Kopec. Opposed – 0. President Zibrat proclaimed they were in Executive Session at 6:27 p.m.

9. RECONVENE PUBLIC MEETING

President Zibrat reconvened the public meeting at 7:35 p.m.

10. PUBLIC COMMENT

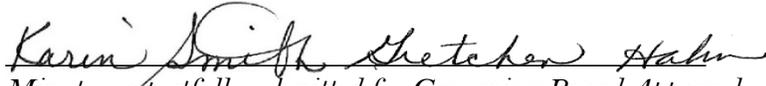
President Zibrat asked if there were any other public comments. Ms. Smith noted that there was one from Mr. Daniel Roper, however he was no longer in attendance.

11. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

Ms. Cox Golder asked for a date for a Board Retreat. There were no others.

12. ADJOURNMENT

President Zibrat asked for a motion to adjourn the meeting. Vice President Day so moved. Ms. Cox Golder seconded the motion. There was no discussion. Voice vote in favor – 5: President Zibrat, Vice President Day, Dr. Baker, Ms. Cox Golder, and Mr. Kopec. Opposed – 0. The meeting adjourned at 7:36 p.m.


Minutes respectfully submitted for Governing Board Approval

April 21, 2021
Date

*Karin Smith, Executive Assistant to the Superintendent & Governing Board
Gretchen Hahn, Secretary III, Governing Board Office*

Ms. Susan Zibrat, Governing Board President

April 27, 2021
Date



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: April 27, 2021

TITLE: Approval of Vouchers Totaling and Not Exceeding Approximately \$1,498,675.79
(Final Total)

BACKGROUND:

A copy of the vouchers for goods and services received by Amphitheater Public Schools and recommended for payment has been provided to the Governing Board.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve payment of the vouchers as presented.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: April 26, 2021

Todd A. Jaeger, J.D., Superintendent



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: April 27, 2021

TITLE: Acceptance of Gifts

BACKGROUND:

Donations detailed on the attached listing have been received by the District.

RECOMMENDATION:

It is the recommendation of the Administration that the above gifts be accepted by the Governing Board.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: April 14, 2021

Todd A. Jaeger, J.D., Superintendent

Gift and Donation List		
Gifts and Donations	Exhibit	4/27/2021
Ck in the amount \$144.63	Kroger	Amphitheater Middle School
Ck in the amount \$3,000.00	Richard Casper	Innovation Academy
Ck in the amount \$630.00	Raytheon	Ironwood Ridge High School
Ck in the amount \$94.13	Kroger	Nash Elementary
8 Kano Laptops	Desert Financial & Fiesta Bowl Charities	Innovation Academy
Ck in the amount \$110.00	Raytheon	Keeling Elementary
Ck in the amount \$21.00	The Blackbaud Giving Fund	Keeling Elementary



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: April 27, 2021

TITLE: Receipt of March 2021 Report on School Auxiliary and Club Balances

BACKGROUND:

Arizona Revised Statutes §§15-1121 and 15-1125 provide for the operation of Student Activity and Auxiliary Operations funds respectively. The Uniform System of Financial Records for Arizona School Districts (USFR) outlines procedures to be followed by school districts in the disbursements of monies from either of these funds. One requirement for the operational compliance is to provide a report to the Governing Board summarizing the transactions for the month.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board receive the report of School Auxiliary and Club Balances.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: April 14, 2021

Todd A. Jaeger, J.D., Superintendent

**Amphitheater Public Schools
Summary of Activity for All Schools
Auxiliary Account
For the Month Ending March 31, 2021**

Beginning Balance	\$ 2,587,671.52
Plus Deposits	128,369.84
Less Disbursements	<u>(77,822.56)</u>
Ending Book Balance For All Schools	<u><u>\$2,638,218.80</u></u>
Outstanding Deposits	(107,982.65)
Outstanding Checks	<u>33,337.24</u>
Ending Bank Balance For All Schools	<u><u>\$2,563,573.39</u></u>

**Amphitheater Public Schools
Summary of Activity for All Schools
Student Activity Accounts
For Month Ending March 31, 2021**

Beginning Balance	\$631,560.27
Plus Deposits	9,621.69
Less Disbursements	<u>(17,181.49)</u>
Ending Book Balance For All Schools	<u><u>\$624,000.47</u></u>
Outstanding Deposits	\$ (1,369.00)
Outstanding Checks	<u>3,351.96</u>
Ending Bank Balance For All Schools	<u><u>\$625,983.43</u></u>

Amphitheater Public School District #10

**Elementary/Middle Schools
Student Activity Account
Schedule of Club Balances
For Month Ending March 31, 2021**

Amphi Middle School

Student Gov't	3,280.39
AVID	668.79
Culture Exchange	1,146.07
MESA Club	148.06
NJHS	446.56
Odyssey of the Mind	752.17
Science Club	1,511.52
Sports Academy	30.00
Yearbook	2,377.16
-Deposits in Transit/+Outstanding Checks	-
Amphi Middle School Total	\$ 10,360.72

Copper Creek Elementary

Student Council	2,318.10
Accelerated Reader Club	845.33
Turquoise Times	32.28
-Deposits in Transit/+Outstanding Checks	-
Copper Creek Total	\$ 3,195.71

Coronado K-8 Schools

Elementary Student Council	4,738.12
Middle School Student Council	560.14
Astronomy/Space & Science	221.76
Band	3,951.05
C.H.O.I.C.E.S.	420.99
Chorus	1,319.41
Coronado FCA	42.00
Coronado Musicians Club	1,120.05
Indoor Percussion Club	755.00
Kids Helping Kids	339.13
NEHS	41.00
National Junior Honor Society	2,970.29
Odyssey of the Mind	1,577.35
Orchestra	930.57
Running Club	3,152.56
Wrestlers Club	871.70
-Deposits in Transit/+Outstanding Checks	10.00
Coronado Total	\$ 23,021.12

Cross Middle School

Student Council	7,365.11
6th Grade Club	282.15
Band Club	2,060.92
Choir Club	2,216.40
Future Problem Solvers	145.00
Guitar Club	2,088.46
Life Skills Exploratory Club	142.96
Math Counts	242.87
Musical Theater Club	1,315.32
NJHS	1,629.00
Orchestra Club	4,017.72
PE Club	3,162.13
Star Club	1,129.09
Tri-M Club	335.31
Web Club	1,643.59
-Deposits in Transit/+Outstanding Checks /ADJ	175.00
Cross Middle School Total	\$ 27,951.03

Amphitheater Public School District #10

**Elementary/Middle Schools
Student Activity Account
Schedule of Club Balances
For Month Ending March 31, 2021**

<u>Donaldson Elementary</u>	
Student Council	1,436.40
-Deposits in Transit/+Outstanding Checks	-
Donaldson Total	\$ 1,436.40
<u>Harelson Elementary</u>	
Student Council	921.23
5th Grade Activities	125.36
Track	307.65
-Deposits in Transit/+Outstanding Checks	-
Harelson Total	\$ 1,354.24
<u>Holaway Elementary</u>	
Student Council	856.24
-Deposits in Transit/+Outstanding Checks	-
Holaway Total	\$ 856.24
<u>Innovation Academy</u>	
Student Council	672.50
Algebra Club	395.37
Entrepreneur Club	43.90
Odyssey of the Mind	3,287.47
-Deposits in Transit/+Outstanding Checks	-
Innovation Academy Total	\$ 4,399.24
<u>Keeling Elementary</u>	
Student Council	930.71
-Deposits in Transit/+Outstanding Checks	-
Keeling Total	\$ 930.71
<u>La Cima Middle School</u>	
Student Council	8,505.39
NJHS	723.00
-Deposits in Transit/+Outstanding Checks	-
La Cima Total	\$ 9,228.39
<u>Mesa Verde Elementary</u>	
Student Council	3,946.90
-Deposits in Transit/+Outstanding Checks	247.00
Mesa Verde Total	\$ 4,193.90
<u>Nash Elementary</u>	
Student Council	1,913.00
-Deposits in Transit/+Outstanding Checks	-
Nash Total	\$ 1,913.00

Amphitheater Public School District #10

**Elementary/Middle Schools
Student Activity Account
Schedule of Club Balances
For Month Ending March 31, 2021**

<u>Painted Sky Elementary</u>	
Student Council	2,628.26
Nature Shop	1,713.54
Orchestra	358.97
Band	184.45
Chorus	591.45
Milers	146.75
OM	951.79
Bagel & Books	42.80
Sign Language	87.00
Algebra	-
Yoga	169.00
NEHS	54.14
Garden Club	8.00
Sewing Club	3.05
Art Club	110.00
Sports Club	120.01
-Deposits in Transit/+Outstanding Checks	-
Painted Sky Total	\$ 7,169.21
<u>Prince Elementary</u>	
Student Council	441.72
-Deposits in Transit/+Outstanding Checks	-
Prince Total	\$ 441.72
<u>Rio Vista Elementary</u>	
Student Council	1,061.98
-Deposits in Transit/+Outstanding Checks	-
Rio Vista Total	\$ 1,061.98
<u>Walker</u>	
Student Council	1,774.27
Fitness Fanatics	257.90
-Deposits in Transit/+Outstanding Checks	-
Walker Total	\$ 2,032.17
<u>Wilson</u>	
Student Council	6,765.77
Algebra Club	473.77
Archery Club	354.67
Art Club	2,906.76
Elementary Art	280.00
Elementary Choir	693.39
GameMakers	210.00
MS Choir	2,660.92
MS Theater Club	394.64
National Junior Honor Society (NJHS)	989.26
Odyssey of the Mind	566.83
Robotics Club	1,078.53
Science Club	60.00
Science Club K-2	1,392.61
STEM Club	1,865.06
Yearbook Club	4,685.54
-Deposits in Transit/+Outstanding Checks	40.00
Wilson Total	\$ 25,417.75

Amphitheater Public School District #10

Elementary/Middle Schools
Student Activity Account
Schedule of Club Balances
For Month Ending March 31, 2021

Total K-8 Club Balances		\$	<u>124,963.53</u>
Plus: Outstanding Checks			-
Less: Outstanding Deposits (Inc CC's)			(225.00)
NSF Checks/Void/Stale/Account Adj			-
Deposit Error/Adjustments			-
Bank Balance		\$	<u>124,738.53</u>
	Sweep Account	\$	124,738.53
			0.00

**Amphi High School
Student Activity Account
Schedule of Club Balances
For the Month Ending March 31, 2021**

1001 Student Council	\$ 9,073.80	1520 Media Club	\$ 1,223.37
1001-ICC Student Council - ICC	3,794.36	1560 National Honor Society	75.72
1035 Art Club	881.41	1590 Odyssey of the Mind	876.16
1070 Band Club	179.46	1600 Orchestra Club	1,006.17
1080 Baseball	1,336.95	1610 MESA Club	-
1085 Golf -Boys	-	1630 Panther Popcorn	3,346.04
1110 Basketball -Girls	1,106.41	1730 ASL Club	2,476.76
1113 Drama Club	823.55	1744 Auto Skills USA Amphi Chapter	1,143.60
1115 Choir Club	2,241.43	1745 Soccer -Boys	112.82
1120 AVID Club	389.16	1751 Solar Car Club	335.63
1128 Mt. Bike Club	533.26	1770 Softball Club	934.20
1145 AHS Chess Club-GOT	20.00	1780 Spanish Club	794.04
1172 Dance Club	77.43	1785 AHS Spiritlines	262.47
1180 Basketball -Boys	1,529.87	1787 Senior Class Club	-
1200 Panther Partners Club	3,281.60	1790 Cross Country Club	174.29
1223 Creative Writing Club	34.50	1795 Panthers Cross Country Club	33.13
1226 Early Childhood Club	135.85	1803 HOSA Club	987.28
1227 Yearbook Club	248.08	1830 Swim Club	1,360.37
1234 FFA Club	5,648.78	1835 Tennis -Girls	11.72
1235 FFA - Fair Checks	8,999.96	1840 Tennis -Boys	5.58
1240 Fut Comp Scientists of AHS	267.20	1850 Tech Theater Club	380.68
1245 French Club	2,090.70	1860 Trackers - Track & Field Club	88.38
1255 Photo Club	4,161.41	1900 Volleyball -Girls	1,763.31
1265 Equality Club	420.00	1905 Beach Volleyball	2,747.70
1280 Greenhouse Club	62.70	1950 Bookstore Over/Short	-
1290 Wrestling	422.45	1960 VEX Robotics	-
1300 Football Club	1,334.63		
1310 Inter Act Club	1,604.24		
1350 Volleyball -Boys	109.35		
1470 Soccer -Girls	116.76		
1480 Link Crew	1,218.69		

Amphi High School Total Clubs \$ 72,283.41

Plus: Outstanding Checks	231.67
Less: Outstanding Deposits (Inc CC's)	(60.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	<u><u>\$ 72,455.08</u></u>

Sweep Account \$ 72,455.08
0.00

**Canyon Del Oro High School
Student Activity Account
Schedule of Club Balances
For the Month Ending March 31, 2021**

1001 Student Council	\$ 37,820.95	1400 HOSA-Bio Science	\$ 308.58
1020 Academic Decathlon	1,174.32	1420 IB Club	259.47
1031 Black Excellence Student Union	76.77	1470 Soccer -Girls	-
1034 AM Art Club	203.00	1472 Latino Student Union	7.68
1050 Amphi All-Stars Club/Special Olympics	392.84	1480 Link Crew	1,991.53
1060 Asian American Cultural Society	18.11	1530 Model United Nations	78.84
1070 Band Club	200.00	1560 National Honor Society	468.77
1081 Be Kind /Ben's Bell Club	465.64	1575 United Native Nations	-
1083 Biology Club	486.95	1590 Odyssey of the Mind	6,922.16
1084 Bowling Club	347.85	1600 Orchestra Club	3,309.55
1085 Golf -Boys	9,372.55	1640 Ping Pong	-
1110 Basketball -Girls	7,491.87	1650 Psychology Club	28.00
1113 Drama Club	4,151.53	1710 Math Club	205.72
1115 Choir	14,508.58	1740 Sign Language Club	3.67
1118 Engineering Club	843.85	1742 Senior Spirit Squad	498.12
1128 Mountain Bike	-	1743 Skills USA Architecture	3,128.56
1140 Chemistry Club	352.64	1744 Skills USA Autos	3,253.24
1145 Chess	-	1745 Soccer -Boys	2,327.60
1150 Culinary Arts/FCCLA	3,666.62	1755 Society	-
1155 Catering	10,948.74	1770 Softball Club	6,738.12
1172 Dance	4,860.86	1780 Spanish Club	841.23
1180 Basketball -Boys	2.66	1785 Spiritline/ Cheer	4,179.83
1200 Dream Team	4,010.62	1790 Cross Country	2,067.45
1220 Girls Who Code Club	-	1800 Sports Medicine- HOSA	859.73
1224 Entrepreneurship Club	298.00	1830 Swim Club	10,977.25
1225 Environmentalist Club	513.40	1835 Tennis -Girls	2,967.89
1226 Early Childhood	3,322.95	1840 Tennis -Boys	1,265.88
1227 Yearbook	3,035.46	1860 Track & Field Club	15,180.73
1230 FCA Club	7.00	1865 TRI-M Club	433.46
1245 French Club	126.76	1880 Unicycle	-
1255 Photography Club	2,894.51	1905 Volleyball -Beach	365.00
1267 LGBTQ+	254.62	19401 Young Life	-
1270 German Club	353.95	1950 Bookstore Over/Short	-
1280 Golf -Girls	-		
1290 Wrestling	2,361.76		
1300 Football Club	16,141.92		
1345 Take-A-Hike Club	133.18		
1350 Volleyball -Boys	780.18		

CDO High School Total Clubs	\$ 200,288.70
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Plus: Outstanding Checks	1,423.29
Less: Outstanding Deposits (Inc CC's)	(629.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	\$ 201,082.99

Sweep Account	\$ 201,082.99
	0.00

**Ironwood Ridge High School
Student Activity Account
Schedule of Club Balances
For the Month Ending March 31, 2021**

1001 Student Council	\$ 27,830.60	1470 Soccer -Girls	\$ 10,194.36
1035 Art Club	2,320.43	1515 Musical Club	14,623.75
1036 Van Gogh's Ear	96.85	1530 Model United Nations	2,270.86
1040 Photography/Skills USA	-	1540 Trash Club	-
1070 Band Club	1,324.01	1560 National Honor Society	3,909.96
1075 Cares for Kids	212.37	1590 Odyssey of the Mind	-
1080 Baseball	-	1595 Japanese	268.87
1085 Golf -Boys	205.46	1600 Orchestra Club	4,568.00
1090 National Diversity	-	1630 Journalism	8,549.70
1110 Basketball -Girls	4,181.03	1700 Club Green	1,047.69
1113 Drama	14,052.77	1720 Athletic Club	11.14
1115 Choir	3,406.73	1745 Soccer -Boys	453.69
1140 Chemistry	329.00	1750 Robotics Club	3,195.73
1146 Political Action	304.00	1770 Softball Club	230.01
1150 Culinary Arts	1,212.57	1780 Spanish Club	46.00
1172 Pomline	2,201.17	1785 Spirit-Cheer Club	1,586.37
1180 Basketball -Boys	797.98	1790 Cross Country	1,179.79
1203 Pop till you Drop	1,209.30	1800 Sports Medicine	280.00
1215 Animal Club	-	1830 Swim Club	2,898.28
1227 Yearbook	19,600.43	1835 Tennis -Girls	300.76
1230 FCA-Fellowship Christian Ath	-	1840 Tennis -Boys	1,756.62
1245 French	1,325.40	1850 Tech Theater Club	2,695.30
1255 Film	1,301.93	1860 Track & Field Club	1,362.81
1260 Gaming	107.95	1900 Volleyball -Girls	13,584.17
1265 Q Club	304.57	1905 Volleyball -Beach	23,850.64
1275 Golf -Girls	51.33	1910 So. AZ Veterans Heritage Club	1,547.91
1285 History/Travel	1,130.69	1940 Young Life	15.00
1290 Wrestling	753.12	1950 Bookstore Over/Short	-
1300 Football	31,577.44		
1340 Peer Support	-		
1350 Volleyball -Boys	6,136.74		
1400 HOSA-Bio Science Club	3,409.15		
1430 Key Club	654.40		

IRHS School Total Clubs	\$ 226,464.83
Plus: Outstanding Checks	1,697.00
Less: Outstanding Deposits (Inc CC's)	(455.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	\$ 227,706.83

Sweep Account \$ 227,706.83
0.00



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: April 27, 2021

TITLE: Receipt of Monthly Status Report for the Fiscal Year 2020-2021

BACKGROUND:

An update on the funding status of the FY 2020-2021 expenditures.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve receipt of the Monthly Status Report as presented.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: April 14, 2021

Todd A. Jaeger, J.D., Superintendent

**Amphiteater Public Schools
March 2021 Budget Status Report
Comparative March 2020 Expenditures**

	xxx	550 K-3	510	4xx	2xx & 3xx	
	<u>All Other M&O</u>	<u>Reading</u>	<u>Desegregation</u>	<u>Transportation</u>	<u>All Special Ed</u>	<u>Total</u>
Adopted Budget including Override	\$ 60,509,155	\$ 477,277	\$ 4,025,000	\$ 6,900,922	\$ 19,946,125	\$ 91,858,479
Total Budget Capacity for FY 2020-2021	60,509,155	477,277	4,025,000	6,900,922	19,946,125	91,858,479
	<i>per Budget Revision 1 December 2020</i>					
Expenditures & Encumbrances:						
Expenditures:						
First Quarter - Through September 30	\$ 11,245,885	\$ 59,549	\$ 600,064	\$ 370,835	\$ 2,900,884	\$ 15,177,217
Second Quarter - Oct through Dec	\$ 12,409,879	\$ 111,197	\$ 1,049,000	\$ 1,100,110	\$ 5,519,303	\$ 20,189,488
Third Quarter - January	4,070,910	31,498	310,936	219,321	1,657,149	6,289,813
February	5,085,935	31,671	324,805	161,912	1,648,217	7,252,539
March	5,182,126	31,494	308,446	362,044	1,812,288	7,696,399
Third Quarter - Jan through Mar	14,338,970	94,663	944,186	743,278	5,117,654	21,238,751
Fourth Quarter - April through June	-	-	-	-	-	-
Total Expenditures - Year to Date	\$ 37,994,734	\$ 265,408	\$ 2,593,250	\$ 2,214,223	\$ 13,537,841	\$ 56,605,456
Encumbrances as of March 2021	22,514,421	211,869	1,431,750	4,686,699	6,408,284	35,253,023
Total Expenditures and Encumbrances as of March 2021	60,509,155	477,277	4,025,000	6,900,922	19,946,125	91,858,479
Budget Expenditures Remaining AFTER Expenditures and Encumbrances	-	-	-	-	-	-
Comparative Expenditures:						
Expenditures as of March 2021	37,994,734	265,408	2,593,250	2,214,223	13,537,841	56,605,456
Expenditures as of March 2020	43,880,631	278,002	2,778,799	4,824,466	13,431,276	65,193,174
Change	\$ (5,885,897)	\$ (12,594)	\$ (185,549)	\$ (2,610,243)	\$ 106,565	\$ (8,587,718)

			Tax Rates	
M&O Budget Capacity for FY 2020-2021	Adopted July 2020	\$97,660,561	3.7551	1.6971



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **April 27, 2021**

TITLE: **Approval of Sole Source Agreement for Fiscal Year 2021 and Fiscal Year 2022**

BACKGROUND:

Pursuant to the *Arizona Administrative Code, Article 10, Section R7-2-1053*, the District utilizes products and services from a limited number of sole source vendors. Products and services available from a single source to include professional development, supplemental curriculum materials, MAP testing, programs for the deaf, law enforcement, and software maintenance and upgrades. A more comprehensive list was brought to the Board for approval in May of 2020. This is a sole source designation for a single vendor - The Center for the Future of Arizona (CFA) to provide professional development services.

The Center for the Future of Arizona (CFA) operates the Arizona Personalized Learning Network supporting districts in their transformation to personalized, competency based learning systems. CFA is providing this opportunity to four school districts in the State of Arizona through a grant they received. The four districts selected for involvement in the project are Amphitheater, Santa Cruz, Yuma, and Mesa. Each district's obligation under the grant will be \$10,000 per year beginning with the 2021-2022 school year. The fee includes participation in all of their professional development sessions both live and virtual, special sessions for district and school leaders, and general technical assistance. Regular access to the network of four Arizona schools is provided along with other resources. This is a unique opportunity for Amphitheater unlike any other available through regular procurement processes.

RECOMMENDATION:

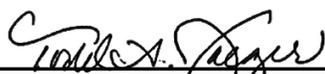
It is the recommendation of the Administration that the Governing Board approve the sole source designation for The Center for the Future of Arizona for the remainder of fiscal year 2021 and fiscal year 2022.

INITIATED BY:



Scott Little, Chief Financial Officer

Date: April 21, 2021



Todd A. Jaeger, J.D., Superintendent



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: April 27, 2021

TITLE: Award of Contract for Fire Sprinkler System Maintenance, Repair and Related Services - Request for Proposals (RFP) 03-30-2021

BACKGROUND:

Request for Proposals 03-30-2021 was e-mailed to approximately 97 vendors and posted on www.azpurchasing.org, the District bidding service. A solicitation legal notice was posted in the Territorial Newspaper, as required, during the solicitation process. There were 28 vendors that downloaded the solicitation and 10 vendors that responded with “no bids.” The District received seven (7) responsive proposals. The solicitation requested Fire Sprinkler Related Services including required inspections. The Evaluation Committee scored each proposal based on the evaluation criteria listed in the RFP (100 points possible). The vendors who submitted proposals were:

Johnson Controls
Copper State Fire
Climatec
Kazel Fire Protection

Metro Fire
Western States Fire Protection
AP Fire Protection

The evaluation committee independently scored the proposals and then met to discuss them. One vendor – AP Fire Protection – is being recommended for award based on the highest score during the evaluation process.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board determine that **AP Fire Protection** is the highest qualified vendor and authorize the Administration to negotiate any other agreements or contract terms that the Administration determines to be fair and reasonable for the awarded contract. It has been determined that a multi-term contract is in the best interests of the District. The contract will be effective July 1, 2021 for the initial one-year term, with four one-year renewal options, total contract length not to exceed five years.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: April 21, 2021

Todd A. Jaeger, J.D., Superintendent



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: April 27, 2021

TITLE: Award of Contract for Fire Extinguisher and Kitchen Hood Fire Suppression System Maintenance and Repair Based on Response to Invitation for Bids (IFB) 04-13-2021

BACKGROUND:

IFB 04-13-2021 for Fire Extinguisher and Kitchen Hood Fire Suppression System Maintenance and Repair was posted on the District bidding list service/website; www.azpurchasing.org and email notifications were sent out to 85 vendors registered in this category. Notification was also given in the Daily Territorial Legal Notices, as required, during the solicitation process. This solicitation requested pricing for fire extinguisher and kitchen hood fire suppression system services. Nineteen vendors downloaded the solicitation. Two vendors submitted responsive bids, and nine vendors submitted "no bids." Bid tabulation showed that one vendor, Metro Fire, was lowest in all bid categories.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board award a contract to **Metro Fire** based on their bid response to IFB 04-13-2021. This contract will be for fiscal year 20/21 with four one-year renewal options.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: April 21, 2021

Todd A. Jaeger, J.D., Superintendent



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: April 27, 2021

TITLE: Approval of Out of State Travel

BACKGROUND:

STAFF

Laurie Sheber, Jenny Royer, and J.J. Letts from Prince Elementary School and Donaldson Elementary School request permission to attend the National Association of Elementary School Principals (NAESP) Conference in Chicago, Illinois, July 7-10, 2021. Approximate cost of travel is \$6,466.00 and will be paid for by federal funds designated for staff development.

BUDGET CODE KEY

140-21-100-2210-6360-111/106-0000	Title II	Staff development, Prince/Donaldson, registration
140-21-100-2210-6582-111/106-0000	Title II	Staff development, Prince/Donaldson, staff travel

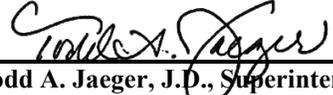
RECOMMENDATION:

It is the recommendation of the administration that the above travel be approved.

INITIATED BY:


 Michael Bejarano
 Associate Superintendent for Secondary Education

Date: April 16, 2021


 Todd A. Jaeger, J.D., Superintendent



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **April 27, 2021**

TITLE: **Award of Contract for K-12 Textbook Adoption for English Language Arts (ELA) RFP #1-21-2021**

BACKGROUND:

A committee of over sixty district teachers and administrators reviewed textbook series for English Language Arts for students in grades K-12 in January and February of 2021.. The committees scored materials presented by ten (10) vendors against established criteria including quality indicators of ELA materials, requirements of the RFP, and alignment to Arizona State Standards. Textbooks recommended by the committee were put on display from February 24, 2021 to April 24, 2021 at every school and at Wetmore Center satisfying the sixty (60) day display requirement. All teachers, parents, and community members had the opportunity to review the materials and provide feedback to the administration during this time period. A public notice of the display period was posted in the local newspaper and at each school.

Upon review of the materials, it was determined that the top vendor for both the elementary and secondary levels is Houghton Mifflin Harcourt. We are particularly encouraged about the possibilities for vertical articulation of curriculum and instruction with only one series district-wide.

The Houghton Mifflin Harcourt materials are available in both print and online formats with extensive teacher and student resources. The content reflects cultural diversity and an appropriate balance of fiction and non-fiction reading materials. The series also provides teachers with multiple options for differentiation/personalization of instruction for students.

Based on the Best and Final Offer bids, requirements of the RFP, and ratings by the committee, the following vendor recommendations for award of contract are made to the Governing Board this evening for approval:

Houghton Mifflin Harcourt, Into Reading, K-5, Copyright 2020
Houghton Mifflin Harcourt, Into Literature, 6-12, Copyright 2020

The cost of this adoption is just over \$1.8 million dollars in capital. We thank the Governing Board for considering this investment in quality materials for our students.

RECOMMENDATION:

It is the recommendation of the administration that the Governing Board approve Houghton Mifflin Harcourt, Into Reading (K-5) and Houghton Mifflin Harcourt, Into Literature (6-12) as the core English Language Arts textbooks beginning with the 2021-2022 school year.

INITIATED BY:


Roseanne Lopez, Ed.D., Associate Superintendent for Elementary Education

Date: April 15, 2021


Todd A. Jaeger, J.D., Superintendent



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **April 27, 2021**

TITLE: **Approval to Distribute Bonus Monies Received Pursuant to ARS 15-249.06(C)**

BACKGROUND:

Arizona Revised Statute 15-249.06 appropriates state funding for an incentive bonus to school districts and to charter schools for each high school student who receives a passing score during the previous fiscal year for college credit in the area of mathematics, English language arts, social studies or science. This bonus, identified as the “College Credit by Exam Incentive Bonus” (“CCEIB”), provides for the following incentive bonus payments to school districts and charter schools:

- A student who receives a passing score on a qualifying examination and who is enrolled in a school where 50% or more of the students are eligible for free or reduced price lunches shall generate for the school district or charter school a bonus of \$450.00 per passing score on a qualifying examination (subject to availability of funds).

- A student who receives a passing score on a qualifying examination and who is enrolled in a school where less than 50% of the students are eligible for free or reduced price lunches shall generate for the school district or charter school a bonus of \$300.00 per passing score on a qualifying examination (subject to availability of funds).

Qualifying exams include Advanced Placement (AP), Cambridge International Exam (CIE) A and AS Level and International Baccalaureate (IB) exams.

The District will receive the CCEIB funds from the State of Arizona for students who received passing scores on qualified tests during FY 2019-2020. According to the Arizona Department of Education website, the state made proportional reductions to this year’s CCEIB distribution amounts due to the large results statewide. Therefore, the distribution amounts for schools with 50% or greater free and reduced amounts were lowered from \$450 to \$322.85 per test. Similarly, distribution amounts for schools with less than 50% free and reduced lunch were lowered from \$300 to \$215.23 per test.

ARS 15-249.06(D) requires that the District “*distribute at least fifty percent of the bonus monies to the associated classroom teacher for each student who passes a qualifying examination.*” The remainder of any bonus monies received by the District “*shall be used for teacher professional development or student instructional support or materials.*” During a previous legislative session, the CCEIB law was amended to expand the group of persons who may qualify to receive the CCEIB to include other teachers who instructed a student in the same department or subject area who may be approved by the school principal or school district Governing Board to receive the bonus.

The purpose of this item is to advise the Governing Board about the receipt of the College Credit by Exam Incentive Bonus funds and to request authorization to distribute fifty-five percent (55%) of the funds received for each student who passed the qualifying examination during FY 2019-2020 to the associated Advanced Placement/Cambridge/International Baccalaureate classroom teacher. In cases where there were more relevant teachers affecting the qualifying examination, ten percent (10%) of the funds received shall be distributed



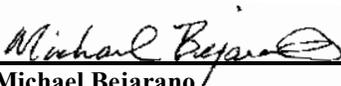
**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

amongst those teachers. The total amount, with matching costs, equates to a distribution to the associated Advanced Placement/Cambridge/International Baccalaureate teacher for each student receiving a passing score on a qualified exam in the amount of: (a) \$177.57 for students attending a school that receives Title I funds and (b) \$118.38 for students attending a school that does not qualify for Title I funds. The specific amount to be distributed to the associated teacher varies by school and is presented on the list attached with this Agenda Item.

RECOMMENDATION:

It is the recommendation of Administration that the Governing Board approve the distribution of fifty-five percent (55%) of any College Credit by Exam Incentive Bonus monies received by the District pursuant to ARS 15-249.06(C) to the associated Advanced Placement/Cambridge/International Baccalaureate classroom teacher for the student who passed the qualified exam as indicated on the attached distribution list and ten percent (10%) to any relevant teacher listed.

INITIATED BY:



Michael Bejarano
Associate Superintendent for Secondary Education

Date: April 15, 2021



Todd A. Jaeger, J.D., Superintendent

CCBE Incentive Payouts by School and Teacher (2019-20)

Amphi High School

	Final Incentive Payout	Incentive Breakdown
Broughton-Bejarano, Carrie		\$ 486.09
Broughton-Bejarano, Carrie		\$ 92.06
Broughton-Bejarano, Carrie	\$ 578.15	
Bultman, Benjamin	\$ 92.06	
Faulkner, Violet	\$ 92.06	
Haverty, Matt	\$ 324.06	
Kuhn, Brandon	\$ 92.06	
Millerd, Lisa	\$ 92.06	
Pearsall, Zakary	\$ 92.06	
Ramsey, Julie		\$ 972.18
Ramsey, Julie		\$ 92.06
Ramsey, Julie	\$ 1,064.24	
Reynolds, Leighann	\$ 486.09	
Schneider, Daniel	\$ 1,296.24	
Smith, Corey	\$ 486.09	
Zelov, Marc	\$ 92.06	
Total	\$ 4,787.26	

Teachers above include both high school and middle school teachers who taught relevant subjects for students who qualified on the AP exams. Where the middle school teachers fall on this document depends on the school attended by the student with the qualifying AP score.

Cambridge Exams were not offered in the SY19-20 at AHS.

CCBE Incentive Payouts by School and Teacher (2019-20)

Canyon del Oro High School

	Final Incentive Payout	Incentive Breakdown
Altemara-Arnold, Sara	\$ 102.91	
Aukee, Lisa	\$ 864.15	
Castillo, Chad	\$ 102.91	
Castle, Jordan	\$ 102.91	
Chen, Chris	\$ 1,188.20	
Christman, Jill		\$ 648.11
Christman, Jill		\$ 102.91
Christman, Jill	\$ 751.02	
Conboy, Sally		\$ 540.09
Conboy, Sally		\$ 102.91
Conboy, Sally	\$ 643.01	
Evans, Paula	\$ 102.91	
Fox, Erica	\$ 102.91	
Gauna, Sonya	\$ 102.91	
Girard, Robert		\$ 972.17
Girard, Robert		\$ 102.91
Girard, Robert	\$ 1,075.08	
Godlewski, Fabienna	\$ 756.13	
Harris, Noreen	\$ 102.91	
Hebert, Patricia	\$ 102.91	
Kati, Stephanie	\$ 102.91	
Krater, Caroline	\$ 972.17	
Mattia, Tori		\$ 324.06
Mattia, Tori		\$ 102.91
Mattia, Tori	\$ 426.97	
Moes, John	\$ 540.09	
Montjoy, Melvyn	\$ 102.91	
Morin, Paul	\$ 102.91	
Nicley, Camille	\$ 102.91	
Powell, Matthew	\$ 102.91	
Reynolds, Holly		\$ 108.02
Reynolds, Holly		\$ 102.91
Reynolds, Holly	\$ 210.93	
Roseman, Ronny	\$ 324.06	
Shiba, Robert	\$ 102.91	
Snider, Tenaya	\$ 102.91	
Stoll, Sydney	\$ 102.91	
Todd, Cary	\$ 102.91	
Upmann, Adam	\$ 102.91	
Wagner, Zachary	\$ 1,296.22	

Windes, Jenny	\$	102.91	
Woodward, Jeremy	\$	108.02	
Yetman, Christopher			\$ 3,888.67
Yetman, Christopher			\$ 102.91
Yetman, Christopher	\$	3,991.58	
Total		\$ 15,102.96	

Teachers above include both high school and middle school teachers who taught relevant subjects for students who qualified on the AP exams. Where the middle school teachers fall on this document depends on the school attended by the student with the qualifying AP score.

IB Results that would normally be included here will be included in the next Fiscal Year.

"The CCEIP process applies to exams receiving a passing score "during the previous fiscal year" per the statutory language. SY19-20 IB exams were cancelled during the last fiscal year. IBO then provided IB schools with the option to SY19-20 schedule testing this past Fall. Because these exams were actually taken during this fiscal year, LEAs will receive payment for these eligible exams having qualifying scores as part the next CCEIP cycle." Peter C.Laing / Policy Advisor AZDE

CCBE Incentive Payouts by School and Teacher (2019-20)

Ironwood Ridge High School

	Final Incentive Payout	Incentive Breakdown
Ackerman, Janet	\$ 111.95	
Ambrosio, Trish	\$ 540.09	
Anderson, Benjamin		\$ 3,240.56
Anderson, Benjamin		\$ 111.95
Anderson, Benjamin	\$ 3,352.50	
Baker, Kevin		\$ 648.11
Baker, Kevin		\$ 111.95
Baker, Kevin	\$ 760.06	
DesJarlais, Paul		\$ 432.07
DesJarlais, Paul		\$ 111.95
DesJarlais, Paul	\$ 544.02	
Een, Jenny		\$ 1,404.24
Een, Jenny		\$ 111.95
Een, Jenny	\$ 1,516.19	
Erickson, Leif	\$ 111.95	
Fitzsimmons, Anne	\$ 3,996.69	
Fritton, Teresa	\$ 111.95	
Heller, Danita	\$ 111.95	
Hering, Mandi	\$ 864.15	
Kautz, Douglas	\$ 111.95	
Linton, Glenn	\$ 111.95	
McElhinney, Judith		\$ 1,620.28
McElhinney, Judith		\$ 111.95
McElhinney, Judith	\$ 1,732.22	
McGowan, Alissa	\$ 111.95	
McNamara, Mary		\$ 1,188.20
McNamara, Mary		\$ 111.95
McNamara, Mary	\$ 1,300.15	
Miller, Sally	\$ 111.95	
Minor, Gary		\$ 1,944.33
Minor, Gary		\$ 111.95
Minor, Gary	\$ 2,056.28	
Munro, Janet		\$ 864.15
Munro, Janet		\$ 111.95
Munro, Janet	\$ 976.09	
Pieroway, Karl	\$ 111.95	
Rodriguez, Raquel	\$ 111.95	
Rouille, Doreen	\$ 111.95	
Scrivner, Matthew		\$ 864.15
Scrivner, Matthew		\$ 111.95

Scrivner, Matthew	\$	976.09	
Singer, Sharon	\$	324.06	
Slattery, Ruth	\$	111.95	
Stoxen, Amanda			\$ 540.09
Stoxen, Amanda			\$ 111.95
Stoxen, Amanda	\$	652.04	
Taylor, Liza	\$	111.95	
Travis, Brenda	\$	111.95	
Upmann, Adam	\$	111.95	
Wentworth, Ann	\$	111.95	
Williams, Susan	\$	111.95	
Wilson, Stacey	\$	111.95	
Wolf, Erik	\$	111.95	
Wolf, Frank	\$	111.95	
Total		\$ 21,829.57	

Teachers above include both high school and middle school teachers who taught relevant subjects for students who qualified on the AP exams. Where the middle school teachers fall on this document depends on the school attended by the student with the qualifying AP score.



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **April 27, 2021**

TITLE: **Arizona K12 Center Grant**

BACKGROUND:

The Arizona K12 Center at Northern Arizona University serves as a vital hub connecting Arizona’s educators with the most current best practices in professional development. As the demands of our 21st Century economy and demographics emerge, the education community is called upon to respond in kind. New approaches are required to address new challenges. At the same time, we cannot afford to simply embrace innovation for its own sake. Now more than ever, research-based answers are essential to enhancing teacher performance and student learning. With the practitioner standing at the intersection of theory and practice, the Arizona K12 Center develops and facilitates leading professional development solutions for our classrooms today.

Districts make an investment in every new teacher they hire. The Arizona K12 Center trains and supports mentors who, in turn, support the newest members of the teaching profession. Learning opportunities specifically designed for the beginning teacher are provided throughout the year. An investment we make in our teachers is an investment we make in our students.

The Arizona K12 Center has reviewed and approved Amphitheater’s 2021-2023 Arizona New Teacher Support Program application for funding. As a result, Amphitheater has been awarded \$75,000 for the 2021-2022 school year. Funding is contingent upon the ratio of one full-time release mentor to 15 beginning teachers (0-2 years teaching experience) spending a minimum of two hours per week in the classrooms of the assigned beginning teachers as well as meeting the reporting requirements outlined in the application.

This grant provides funding for induction and mentoring support for beginning teachers and provides mentors and coaches with research-based tools to support those newest to the profession. The induction program focuses on ensuring that mentors have the knowledge, skills, tools, and resources to help beginning teachers provide every student access to relevant and rigorous, standards-aligned lessons and curriculum while using culturally responsive pedagogical practice to provide every student with equitable access to rigorous, grade-level content.

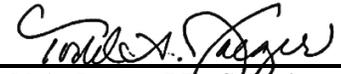
RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve this grant.

INITIATED BY:


Michael Bejarano
Associate Superintendent for Secondary Education

Date: April 20, 2021


Todd A. Jaeger, J.D., Superintendent



March 26, 2021

Ms. Shannon McKinney
Amphitheater Public Schools
701 W Wetmore Road
Tucson, AZ 85705

Dear Ms. Shannon McKinney:

The Arizona K12 Center at Northern Arizona University has reviewed your 2021-2023 Arizona New Teacher Support Program application. We are pleased to inform you that the District has been approved for funding and, as a result, has been awarded \$75,000 for the 2021-2022 school year. It is contingent upon the ratio of one full-time release mentor to 15 beginning teachers (0-2 years teaching experience) spending a minimum of two hours per week in the classrooms of the assigned beginning teachers as well as meeting the reporting requirements outlined in the application. This letter is to confirm your participation and the district's commitment to meet the prescribed requirements of the program as set forth in your Arizona New Teacher Support Program Application.

This grant provides funding for induction and mentoring support for beginning teachers. You will be supporting these teachers at all qualified sites, utilizing the teacher leaders identified in your application as mentors. You will receive a Sub-Contract Agreement from the Arizona K12 Center at Northern Arizona University in the coming months. In the meantime, we would like to meet with you, your lead mentor(s)/mentor(s), and at least one representative of district leadership on Wednesday, April 28 from 9:00AM to 10:30AM to discuss the program, timelines, and expectations.

We look forward to partnering with you as we work together to support the newest members of the teaching profession. Please do not hesitate to contact us should you have further questions.

Sincerely,

Dr. Kathleen Wiebke, NBCT
Executive Director

123

Cc: Mr. Todd Jaeger
Ms. Valerie Lombardi



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: April 27, 2021

TITLE: Approval of Fireworks for Canyon del Oro High School Graduation Ceremonies

BACKGROUND:

The Canyon del Oro High School Student Government is requesting approval for their proposed fireworks displays on May 18, 2021.

Attached is a letter from Tara Bulleigh.

RECOMMENDATION:

It is the recommendation of the administration that the above request be approved.

INITIATED BY:

Michael Bejarano
Associate Superintendent for Secondary Education

Date: April 15, 2021

Todd A. Jaeger, J.D., Superintendent



CANYON DEL ORO HIGH SCHOOL

Tara Bulleigh, Principal
Marco Dominguez, Assistant Principal
Don Enright, Assistant Principal
Amanda Magelli, Assistant Principal
25 W. Calle Concordia, Oro Valley, AZ 85704
(520) 696-5560 • FAX (520) 696-5590

701 W. Wetmore Road • Tucson, AZ 85705 • (520) 696-5000 • www.amphi.com

GOVERNING BOARD MEMBERS

Susan Zibrat
President

Deanna M. Day, M.Ed.
Vice President

Scott K. Baker, Ph.D.

Vicki Cox Golder

Matthew A. Kopec

SUPERINTENDENT
Todd A. Jaeger, J.D.

MEMORANDUM

TO: Mr. Todd Jaeger
Superintendent

FROM: Tara Bulleigh *TB*

DATE: March 26, 2021

SUBJECT: 2021 Graduation Fireworks Display

Oro Valley Police Officer Ron Beauchamp has been in communication with Oro Valley Police Chief Kara Riley. Officer Beauchamp will coordinate the efforts of CDO, Golder Ranch Fire, and Fireworks Productions of Arizona, Ltd.

I am recommending that the CDO High School graduating class of 2021 be given approval from Amphitheater School District for their proposed fireworks display on May 18, 2021. I recommend this, however, with the contingencies that all approval requirements are obtained, legally sound, and all safety regulations are strictly met.

Thank you for your consideration.

CC: Michael Bejarano

Amphitheater High • Canyon del Oro High • Ironwood Ridge High
Amphitheater Middle School • Coronado K-8 School • Cross Middle School • La Cima Middle School • Wilson K-8 School
Copper Creek Elementary • Donaldson Elementary • Harelson Elementary • Holaway Elementary • Innovation Academy • Keeling Elementary
Mesa Verde Elementary • Nash Elementary • Painted Sky Elementary • Prince Elementary • Rio Vista Elementary • Walker Elementary • Rillito Center • Amphi Academy Online

Amphitheater Unified School District does not discriminate on the basis of race, color, religion/religious beliefs, gender, sex, age, national origin, sexual orientation, creed, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. Inquiries regarding the District's non-discrimination policies are handled at 701 W. Wetmore Road, Tucson, Arizona 85705 by David Rucker, Equity & Safety Compliance Officer and Title IX Coordinator, (520) 696-5164, drucker@amphi.com, or Kristin McGraw, Executive Director of Student Services, (520) 696-5230, kmcgraw@amphi.com.



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: April 27, 2021

TITLE: Approval of Revision to the 2021-2022 Governing Board Meeting Schedule

BACKGROUND:

Meeting dates of the Amphitheater Governing Board typically are held the second and fourth Tuesday of each month during the regular school year. Administration requests to move the July 13, 2021 meeting to July 6, 2021. The revised 2021-2022 Governing Board meeting schedule for the Amphitheater School District is presented to the Board for approval.

RECOMMENDATION:

The Administration recommends that the revised 2021-2022 meeting schedule for the Amphitheater Governing Board be approved as presented.

INITIATED BY:

Karin Smith, Executive Assistant
To the Superintendent & Governing Board

Date: April 15, 2021

Todd A. Jaeger, J.D., Superintendent

Amphitheater Governing Board 2021-2022 Meeting Schedule

The Governing Board of Amphitheater Unified School District No. 10 of Pima County will hold regular Governing Board meetings and Special Governing Board meetings, along with Executive Sessions, on the dates listed below. During months when two meetings are scheduled, the first meeting of the month the Governing Board will conduct primarily regular business. On the second meeting of the month the Governing Board will conduct primarily executive session business for student discipline and other closed session matters. In months when just one meeting is scheduled, the Board may conduct both regular business and executive session matters. Additional meetings may be called by the Board as needed.

All Governing Board meetings are held in the Leadership and Professional Development Center, at 701 W. Wetmore Road, Tucson, Arizona, 85705 unless notice to the contrary is posted. Generally, regular meetings will begin at 6:00 p.m., and special meetings at 5:30 p.m. As times vary, current information will be indicated on agenda postings.

Notices and agendas of all Governing Board meetings and its committees, including updates to location or time, will be posted not less than 24 business hours in advance of the meeting. These notices and agendas will be posted at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the bulletin board case located at the front center entrance. Agendas are also posted on the District’s website: www.amphi.com. For more information, you may contact the Governing Board office at (520) 696-5158.

<u>2021-2022</u>	<u>TYPE OF MEETING</u>
Tuesday, July 06, 2021 Tuesday, July 27, 2021	Regular Public Meeting Special Public Meeting
Tuesday, August 10, 2021 Tuesday, August 24, 2021	Regular Public Meeting Special Public Meeting
Tuesday, September 14, 2021 Tuesday, September 28, 2021	Regular Public Meeting Special Public Meeting
Tuesday, October 05, 2021 Tuesday, October 26, 2021	Regular Public Meeting Special Public Meeting
Tuesday, November 09, 2021 *	Regular Public Meeting
Tuesday, December 07, 2021 *	Regular Public Meeting
Tuesday, January 11, 2022 Tuesday, January 25, 2022	Organizational Public Meeting Special Public Meeting
Tuesday, February 08, 2022 Tuesday, February 22, 2022	Regular Public Meeting Special Public Meeting
Tuesday, March 08, 2022 Tuesday, March 22, 2022	Regular Public Meeting Special Public Meeting
Tuesday, April 12, 2022 Tuesday, April 26, 2022	Regular Public Meeting Special Public Meeting
Tuesday, May 10, 2022 Tuesday, May 24, 2022	Regular Public Meeting Special Public Meeting
Tuesday, June 14, 2022 Tuesday, June 28, 2022	Regular Public Meeting Special Public Meeting

*Indicates months when there is only one Board meeting scheduled: November and December.



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **April 27, 2021**

TITLE: **Approval of Intergovernmental Agreement with Pima County for Additional
Preschool Classes**

BACKGROUND:

On February 16, 2021, the Pima County Board of Supervisors approved directing \$10 million in funds to assist preschool age children from low-income families to attend high quality early education programs. The county then contacted Amphitheater Public Schools to inquire whether the District can offer county-funded preschool classes for DES-qualified students at its schools. The result of that discussion is the proposed Intergovernmental Agreement (IGA), which, if approved, authorizes Pima County to fund three preschool classes on a per-class basis, for up to 20 students, to be qualified by DES, at Amphitheater schools.

Under the IGA, the District is responsible to coordinate and teach the county-funded preschool classes using District resources and with District personnel. The District can enroll non-DES qualified students in the classes on a tuition basis, and Pima County can deduct that tuition from the amount that it pays the District each month to run the classes.

On May 11, 2021, the County Administrator will present a plan to fund preschool classes at multiple public schools and preschool facilities throughout the county to the Board of Supervisors. The county has requested that schools who are interested in participating in the plan approve the proposed IGA so that they can be ready to begin steps to establish their preschool classes once the Board of Supervisors approves the plan. Therefore, Administration is presenting this IGA to the Governing Board for consideration before the county has final approval from the Board of Supervisors for the plan. If revisions are required after the Board of Supervisors reviews the plan, the revised IGA will be brought back to the Governing Board for review again.

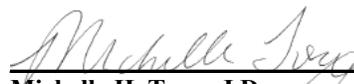
Administration recommends that Amphitheater Public Schools enter into the attached IGA with Pima County to enable the District to expand its preschool offerings next year. The IGA, as proposed, will assist the District to establish additional tuition-based preschool classes at three additional campuses over a two-year period using county funds of up to \$396,000. The IGA notes a slight difference in the amount to be paid per student depending on whether the student is age three or four.

The proposed IGA has been submitted to the attorneys for each party for approval as to the form and content. It is in the proper form and is within the powers and authority granted to Amphitheater to execute the IGA.

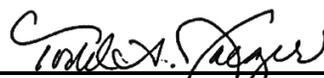
RECOMMENDATION:

The Administration recommends that the Board approve the attached IGA with Pima County.

INITIATED BY:


Michelle H. Tong, J.D.,
Associate to the Superintendent and General Counsel

Date: April 26, 2021


Todd A. Jaeger, J.D., Superintendent

Pima County Community & Workforce Development Department

Program: Pima Early Education Program

IGA: Amphitheater Unified School District No. 10 of Pima County

Amount: \$ 396,000

IGA No: CT-CR-##-####

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("IGA") is between Pima County ("County"), a body politic and corporate of the State of Arizona, and Amphitheater Unified School District No. 10 of Pima County ("District"), a taxing district of the State of Arizona, pursuant to A.R.S. § 11-952.

- A. County and District may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq.*
- B. County is authorized by A.R.S. §§ 11-254.04 to appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of County inhabitants.
- C. District is authorized by A.R.S. § 15-342 to enter into this IGA with County.
- D. County, as part of its Economic Development Plan 2019-2021, has recognized the significance of workforce shortages and the need for reliable, high-quality, and affordable preschool programs to address barriers to parents entering and remaining in the workforce.
- E. Research shows that children, particularly economically disadvantaged children and children of color, who attend preschool are better prepared for kindergarten and are less likely to need expensive special education services, and that, with continued supportive education, these benefits may result in positive longer-term outcomes for those children, their parents, employers, and taxpayers.
- F. In Pima County, only 46% of third graders are minimally proficient at reading – a key educational indicator. Preschool enrollment is low, enrollment in quality preschool is even lower, half of all preschool-age children are from low-income families, a majority of preschool-age children from low-income families are children of color, and public funding and preschool capacity for those who need it is insufficient.
- G. County has determined that funding preschool expansion for low-income families that wish to enroll their preschool-age children in high quality preschools will improve the economic health and welfare of those children, their parents, employers, and taxpayers.

NOW, THEREFORE, County and District, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

1.0 Purpose.

The purpose of this IGA is to increase the number of high quality preschool classes at District sites without cost to low-income families.

2.0 Term

This IGA commences on August 1, 2021 and will terminate on May 31, 2023. If the commencement date of the Term is before the date of execution, the parties will, for all purposes, deem the IGA to have been in effect as of the commencement date.

3.0 Party Responsibilities.

- 2.1. District shall provide County with the services described in the attached Exhibit A ("Program Services"). District shall obtain and maintain all applicable licenses, permits, and authority required for its performance under this IGA. District shall also identify a Liaison for this IGA by July 1, 2021.
- 2.2. County shall pay District for the services described in the attached Exhibit A. County shall identify a Liaison for this IGA by July 1, 2021. County shall also notify District in advance if the IGA is transferred to a third party for administration and will also identify the new Liaison.

4.0 COVID-19 Restrictions

District shall provide all in person and group Program Services in compliance with Centers for Disease Control and Prevention ("CDC"), State, and County guidelines for operating during the Coronavirus COVID-19 pandemic. If District's performance of the services must be modified or curtailed to comply with public health restrictions related to COVID-19, District shall immediately report the situation to County. County and District will confer at least monthly to determine appropriate performance requirements and activities until services can be resumed in full.

5.0 Confidentiality

District acknowledges that student files and information are private and the use or disclosure of such information, when not directly connected with District's or County's responsibilities under this IGA is prohibited unless District obtains written consent from the individual or, in the case of a minor, from the responsible parent or guardian of the minor. District will allow only authorized individuals with a need for client or applicant information to have access to these files. District will comply with all state and federal statutes and regulations governing the use or disclosure of private information.

6.0 Monitoring

County will monitor all of District's management, fiscal, and service provision activities to ensure that District is making adequate and acceptable progress in the provision of Program Services, maintaining adequate and acceptable systems to document services and expenditures, and using the provided funds effectively and efficiently to accomplish the program purposes. District will cooperate with County in the monitoring and evaluation process and will provide County with access to all documentation required to evaluate District's performance and use of funds under this IGA.

7.0 Financing.

- 7.1 In consideration for the provision of Program Services, County shall pay District an amount not-to-exceed \$396,000 ("the maximum allocated amount"). District may not

submit requests for payment prior to the end of the first month of Program Services and before District has completed and submitted a W-9 Taxpayer Identification Number form and registered online as a Pima County Vendor through County's Vendor Self Service System. County will only pay for services provided between the commencement date in paragraph 2.1 and the termination date. County shall notify District by April 30, 2022 of County's ability to fund additional Program Services in Fiscal Year 2023.

7.2 County will pay District a per-class base reimbursement rate. The rates in 7.2.1 and 7.2.2 below are based on the following per child amounts to be paid by the County: \$6,600 per child per 10-month program. Because the total cost per child is \$8,350, the parties understand that District is making an in-kind contribution of \$1,750 per child in addition to the \$6,600 per child paid by the County:

7.2.1 Up to \$132,000 per 20-child class per 10-month program (4-year-old class, including 5 year olds not eligible for Kindergarten).

7.2.2 Up to \$118,800 per 18-child class per 10-month program (3-year-old class or mixed 3-5 year olds not eligible for Kindergarten).

7.3 District shall maximize existing financial assistance for preschools and use best efforts to reduce overall County funding of the per-class base reimbursement rate. District shall ensure other financial assistance has been applied and accepted if awarded before invoicing County. Examples include but are not limited to DES childcare subsidies and Quality First scholarships. District also shall not invoice County for costs that are paid by another fund source(s) and District shall allocate expenses between other fund sources, as allowable. District shall document receipt of alternative funding for costs which would otherwise be subject to payment under this IGA as part of the monthly invoice to the County under Section 7.6 below. District must have an accounting manual describing its financial procedures in sufficient detail to allow a reasonable understanding of District's financial practices.

7.4 The rates paid by County to District, in addition to the in-kind contribution by District, are intended to fully cover the cost of providing high quality preschool. Districts shall not charge eligible families any fees. District may only charge fees for before or after preschool care. In the event that the total reimbursable expenses under this IGA exceed the costs of services, District shall use such monies to improve the quality of preschool programming.

7.5 The District's in-kind contributions to this program include classroom space, utility costs, custodian services, security, and administrative overhead (Human Resources, Information Technology, payroll processing, etc.), valued at approximately \$1,750 per 10-month program per child.

7.6 District shall submit invoices and performance reports to County within 30 days from the end of the service month using the form in Exhibit B. The invoice will include the following information: (1) number of new classes in operation under this IGA multiplied by the per class base reimbursement rate for that age group, (2) the dollar amount of other financial assistance received by the school district that month for the children in the class(es), (3) the dollar amount received by the school district that month for private-pay children in the class(es), and (4) the total reimbursable amount for that month. The performance report will include (1) the total number of children enrolled per class for that month as of the last day of the month, (2) number of children receiving other financial assistance that month to

attend class(es), and (3) number of children funded under private pay to attend class(es). An authorized representative of District shall approve and sign all invoices and performance reports.

- 7.7 Because of continuing impacts from the COVID-19 public health emergency, County will reimburse District at the per class base reimbursement rate regardless of enrollment, less other financial assistance, and less private pay received for children in the class(es). For example, two classes of 20 children each at the per class base reimbursement rate of \$132,000 each (\$264,000), minus DES subsidy received for five children, minus private-pay received for two children = total reimbursement amount.
- 7.8 If District's invoices include adequate and accurate documentation, County will generally pay District within 30 days from the date County receives the invoice. Before paying District, County may first determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for payment. In addition, County may liquidate funds available under this IGA for costs incurred by County on behalf of District. County may also deny reimbursement completely for requests for payment made later than six months after the last item of the account accrues. County may question any payment made under this Section 7.8 and require reimbursement by setoff or otherwise for payments that County determines were improper. District shall reimburse County for improper, unallowable, or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.

8.0 Audit Requirements

District shall establish and maintain a separate and identifiable account of all funds provided by County under this IGA. District shall also provide financial statement audits as required by law. Upon written notice from County, District shall provide a program-specific financial statement. The notice will identify the period to be covered by the statement and the deadline for District to complete and submit the statement. District shall ensure that any audit conducted pursuant to this IGA is performed by an independent certified public accountant and submitted to County within six months of completion of District's fiscal year unless a different time is specified by County. The audit submitted must include District's responses, if any, to audit findings. District is responsible for all costs for any audit required or requested pursuant to this Section 8.0, unless the cost was specifically included in the approved budget(s) under this IGA. District shall timely submit the required or requested audit(s) to:

Jenifer Darland Homeless Division Manager Community and Workforce Development Department 2797 E. Ajo Way, 3 rd Floor Tucson, AZ 85713
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9.0 Insurance.

- 9.1 District will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit District's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the District for liabilities that may arise from or relate to this Contract. If

necessary, District may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

9.2 Insurance Coverages and Limits:

9.2.1 Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.

9.2.2 Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

9.2.3 Workers' Compensation (WC) and Employers' Liability:

9.2.3.1 Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.

9.2.3.2 Note: The Workers' Compensation requirement does not apply if District is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

9.3 Additional Coverage Requirements:

9.3.1 Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.

9.3.2 Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the District. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

9.3.3 Waiver of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the District.

9.3.4 Primary Insurance: The Required Insurance policies, with respect to any claims related to this Contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a District's deductible or Self Insurance Retention (SIR).

9.3.5 Subcontractors: District must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, District must furnish, if requested by County, appropriate insurance certificates for each subcontractor. District must obtain

County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

9.4 Verification of Coverage:

- 9.4.1 Insurer or Broker of District must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:
 - 9.4.1.1 The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,
 - 9.4.1.2 A notation of policy deductibles or SIRs relating to the specific policy, and
 - 9.4.1.3 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.
- 9.4.2 Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than fifteen (15) days prior to the policy's expiration date to include actual copies of the additional insured and wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.
- 9.4.3 County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 9.4.4 Cancellation Notice: District's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. District must provide written notice to County within two (2) business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten (10) days prior to cancellation of policy.

9.5 Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the District, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

10.0 Indemnification

Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers..

11.0 Suspension

County reserves the right to suspend District's performance and payments under this IGA immediately upon notice delivered to District's designated agent in order to investigate District's activities and compliance with this Agreement. In the event of an investigation by County, District will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within 45 days, whichever is sooner, District will be notified in writing that the IGA will be immediately terminated or that performance may be resumed.

12.0 Termination

- 12.1 Without Cause: Either party may terminate this IGA at any time, without cause, by notifying the other party, in writing, at least 30 days before the effective date of the termination. In the event of such termination, the County's only obligation to District will be payment for services rendered prior to the date of termination.
- 12.2 With Cause: Either party may terminate this IGA at any time without advance notice and without further obligation if either party finds the other party to be in default of any provision of this Agreement.
- 12.3 Non-Appropriation: Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the District does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.

13.0 Compliance with Laws

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.

14.0 Non-Discrimination

The parties shall not discriminate shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin. The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.

15.0 Americans with Disabilities Act

The parties shall comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§12101-12213) and the federal regulations for Title II (28 C.F.R. Part 35).

16.0 Cancellation for Conflict of Interest

This IGA is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this IGA by reference.

17.0 Severability

If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.

18.0 Legal Authority

Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

19.0 Worker's Compensation

Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.

20.0 No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

21.0 No Third-Party Beneficiaries

Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

22.0 Notice

Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

<u>County:</u>	<u>District:</u>
Jenifer Darland Homeless Division Manager Pima County Community & Workforce Development 2797 E. Ajo Way 3 rd Floor Tucson, AZ 85713	Michelle Tong Associate to the Superintendent and General Counsel Amphitheater Public Schools 701 W. Wetmore Road Tucson, AZ 85705

23.0 Counterparts

The parties may execute this IGA in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

24.0 Entire Agreement

This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

SIGNATURE PAGE TO FOLLOW

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board, and attested to by the Clerk of the Board, and District has caused this Intergovernmental Agreement to be executed by the District Superintendent upon resolution of the Governing Board and attested to by the District Clerk.

PIMA COUNTY:

DISTRICT:

Chair, Board of Supervisors

Superintendent, District

ATTEST

ATTEST

Clerk of the Board

Clerk, District

Approval

The foregoing Intergovernmental Agreement between County and District has been reviewed by the undersigned and is hereby approved as to content.

C.H. Huckelberry, Pima County Administrator

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between County and the District has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:

DISTRICT

Deputy County Attorney

Associate to the Superintendent and General Counsel

**EXHIBIT A – PROGRAM SERVICE
PIMA EARLY EDUCATION PROGRAM (“the Program”)**

1. **Family Eligibility:** To be eligible for the Program, families must have children ages three to five not eligible for Kindergarten, with a household income at or below 200% of the Federal Poverty Level.

2. **District Eligibility:**
 - 2.1. Districts shall (1) operate preschool classes least six hours a day for 10 months of the year, (2) be contracted with DES to accept child care subsidies for DES eligible children, and (3) be considered “high-quality” meaning they have a Quality First rating of 3-5 stars, be a Head Start program, or be Nationally Accredited by one of the following organizations considered by DES as high quality: National Association for the Education of Young Children, American Montessori Society, Association for Christian Schools International, National Accreditation Commission for Early Care and Education Programs, National Early Childhood Program Accreditation. District shall provide County with a copy of the District’s current certification by DES prior to submitting District’s first invoice.

 - 2.2. If a District site is not rated high quality, but District operates preschool classes at other District sites that are rated high quality, the new classes shall be designed and operated to replicate those existing high quality classes and District shall submit proof of application for Quality First or another eligible high quality accreditation prior to submitting District’s first invoice.

3. **Program Locations:** District shall provide the Program at the following locations:
 - 3.1. Amphitheater High School, 125 W. Yavapai Road, Tucson, AZ 85705 – 1 new class;
 - 3.2. Holaway Elementary School, 3500 N. Cherry Ave, Tucson, AZ 85719 – 1 new class;
and
 - 3.3. Walker Elementary School 1750 W. Roller Coaster Road, Tucson, AZ 85704 – 1 new class.

4. **District responsibilities:** District shall:
 - 4.1. Commence operation of new preschool classes of up to 18-20 children each, dependent on age, by August 31, 2021, or at the latest by January 10, 2022.
 - 4.2. Operate the new classes according to the High Quality standards as defined by the preschool’s applicable accreditation.
 - 4.3. Market the classes to eligible families.
 - 4.4. Confirm age, birthdate, and income eligibility for all children. Income eligibility shall be based on household income and size. The income eligibility check is only required when the child first enters the preschool program. If family income increases after that, the child is still age eligible and may continue to attend.
 - 4.5. For families with incomes at or below 165% of the Federal Poverty Level, (1) request the family apply for a DES childcare subsidy, (2) provide the family with information about how to apply, and (3) require the family to accept the subsidy if awarded and to notify District of the award.
 - 4.6. Provide families with a Family Award Notification Letter when enrollment is complete, provide County with a copy, and keep copy on file (sample letter attached as Exhibit

C, to include attestation for age and income eligibility, race and ethnicity, other data used for program evaluation, DES eligibility and attestation language, and acknowledgement of Pima County funding).

- 4.7. Have a written attendance policy in place and provide the policy to families.
- 4.8. Make a good faith effort to fill class vacancies within 30 calendar days.
- 4.9. Offer to provide snacks and meals to all children in the class, regardless of whether they qualify for free or reduced lunch.
- 4.10. Attend quarterly coordination meetings with County and other Districts.
- 4.11. If District's site provides infant/toddler care, District's site may not reduce the number of classes for that age group.

END OF EXHIBIT A

EXHIBIT C

Pima Early Education Program

Draft Family Award Notification Letter
(Final to be provided in English and Spanish)

[Insert school/enrollment year(s) here]

Thank you for enrolling your child in a high quality preschool class! This class is funded by Pima County and your school district, as part of the Pima Early Education Program (PEEP). The PEEP mission is built on research which shows that children who attend high quality preschool programs are better prepared for kindergarten. There are long term benefits, too: Children are more likely to graduate high school, have higher incomes, and have better health. High quality preschool benefits not only children, but also families, schools and our community as a whole. Congratulations on your decision to participate!

[District/school] has confirmed that your child is age and income eligible to attend this class for free, and the school is only allowed to charge you for before or after school care.

The following section is to be completed by School Personnel, with a copy provided to parents/guardians, Pima County, and kept on file by the School.

Today's Date _____

Name of Child _____

Anticipated date child will start preschool _____

Child is age eligible for this class? Yes or No

Child's family income is 200% or below the Federal Poverty Level. Yes or No

Child's family income is 165% of below the Federal Poverty Level. Yes or No.

If Yes, has family been provided with application information for DES child care subsidy? Yes, No, N/A

School District Name _____

School Name _____

School Address _____

Form completed by – please print and sign

Date

Contact Phone number



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: April 27, 2021

TITLE: Approval of School Facilities Board (SFB) Grant for Amphitheater High School Building H Hot Water Heater Replacement

BACKGROUND:

On April 15, 2021 the District submitted a School Facilities Board (SFB) Grant request to replace the hot water heater in Building H at Amphitheater High School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on April 16, 2021 in the amount of \$2,857.80.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

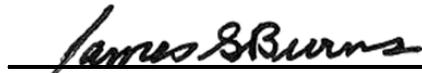
Grant Number: SFB-ERR-00884

Grant Amount: \$2,857.80

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00884 in the amount of \$2,857.80 to replace the hot water heater in Building H at Amphitheater High School and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:


Jim Burns, Executive Manager, Operational Support

Date: April 20, 2021


Todd A. Jaeger, J.D., Superintendent

SCHOOL FACILITIES BOARD

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020

TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM BUILDING RENEWAL GRANT FUND

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §15-2032 and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

2.1 ABANDONMENT OF THE PROJECT

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

3. FINANCIAL CONDITIONS

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

- a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the Board as necessary to perform its duties. The District will cooperate with the Board or the Auditor General or any of their authorized representatives when audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

3.3 UNFORESEEN CONDITIONS

The District shall notify SFB staff if any unforeseen conditions arise during project implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the

contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

If the District intends to supplement the Project with additional funds, the District shall provide to the Board an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the amount being committed in each project.

3.5 SCOPE OF WORK

Any change in the scope of work shall be implemented by a Change Order. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT

To the extent allowed by law, if the District has contributed local funds to pay for an upgrade of the Project beyond that required by the minimum school facilities guidelines; any increase in the cost of a future repair or replacement shall be paid for proportional to the original cost sharing.

4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

4.1 PUBLIC RECORD

Any application, report or plan, including school designs or architectural drawings relating to the funded Project in the possession of the District or its agents or designees is deemed a public record as defined by Arizona law.

4.2 COMPLETION REPORT

The District shall provide a completion report in a format prescribed by the Board, and shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for a construction project.

5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds.

6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

7. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. RESOLUTION OF DISPUTES

The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

9. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. However, Indian tribes are exempt from the definition of employer for both Federal and State Civil Rights Act.

10. TERMINATION

Each party shall have the right to terminate this Agreement by notifying the other party in writing of the termination at least thirty (30) days prior to the effective date of said termination. If the Agreement is terminated by the Board, the District shall be paid for all the allowable costs incurred prior to the date of termination, and only cost determined appropriate by SFB staff to de-mobilize the contractor from the work site, if applicable.

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

11. ASSIGNMENT AND DELEGATION

Neither party may assign any rights hereunder without the express, prior written consent of both parties.

12. CANCELLATION FOR CONFLICT OF INTEREST

The parties acknowledge that these Terms and Conditions are subject to the cancellation provisions set forth in A.R.S. §38-511.

13. ENTIRE AGREEMENT

These Terms and Conditions contain the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. Any amendment or modification of these Terms and Conditions shall be consistent with Section 1 of these Terms and Conditions.

14. APPLICABLE LAW

These Terms and Conditions shall be governed and interpreted by the laws of the State of Arizona.

15. THIRD PARTY ANTITRUST VIOLATIONS

The District assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of these Terms and Conditions.

16. PROGRAM REVIEW AND SITE VISITS

The Board has the right to make site visits at reasonable intervals for purposes of review of Project accomplishments and management control systems and to provide technical assistance, if required. The District will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the Board's representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

The Board may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

The District agrees that any negotiations, agreements, and/or contracts between the District and Architect(s) for the design of the Project shall provide that the Board retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

- a) To acknowledge Architects and their school designs successfully funded by the Board;
- b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential nor proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Contract, the District warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The District shall obtain statements from its contractors and its subcontractors certifying compliance and shall furnish the statements to the Board upon request. These warranties shall remain in effect through the term of the Terms and Conditions. The District and its contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any of the District's contractors or subcontractors performing work under these Terms and Conditions. Should the State suspect or find that the District or its contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Terms and Conditions for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401

19.1 WARRANT COMPLIANCE

The District's contractors must warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214(A). (That subsection reads: After December 31, 2007, each employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program.)

19.2 BREACH OF WARRANTY

A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.3 FAILURE TO COMPLY

Failure to comply with a Board audit process to randomly verify the employment of contractors and subcontractors shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.4 INSPECTION

The Board retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.

The Board may enter into additional agreements with the District that authorize the District to utilize Board funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the Board an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

The District warrants that its contractors are not engaged in a boycott of Israel as defined by

A.R.S. §35-393.01.

22. FLOW-DOWN REQUIREMENTS

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

23. CERTIFICATION / AUTHORIZATION

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent, CFO/Business Manager, and Facilities Director of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

Governing Board President (signature)
Susan Zibrat
Name (printed/typed)

Date
Amphitheater Unified School
District No. 10
School District

Superintendent (signature)
Todd A. Jaeger, J.D.
Name (printed/typed)

Date

CFO/Business Manager (signature)
Scott Little
Name (printed/typed)

Date



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: April 27, 2021

TITLE: Approval of School Facilities Board (SFB) Grant for La Cima Middle School Music Room HVAC Blower Replacement

BACKGROUND:

On April 2, 2021 the District submitted a School Facilities Board (SFB) Grant request to replace the HVAC fan blower servicing the Music Room at La Cima Middle School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on April 6, 2021 in the amount of \$3,210.90.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

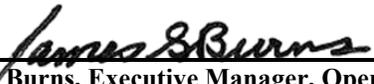
Grant Number: SFB-ERR-00849

Grant Amount: \$3,210.90

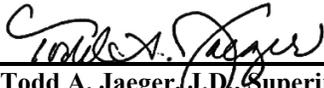
RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00849 in the amount of \$3,210.90 to replace the HVAC fan blower servicing the Music Room at La Cima Middle School and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:


Jim Burns, Executive Manager, Operational Support

Date: April 15, 2021


Todd A. Jaeger, J.D., Superintendent

SCHOOL FACILITIES BOARD

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020

TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM BUILDING RENEWAL GRANT FUND

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §15-2032 and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

2.1 ABANDONMENT OF THE PROJECT

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

3. FINANCIAL CONDITIONS

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

- a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the Board as necessary to perform its duties. The District will cooperate with the Board or the Auditor General or any of their authorized representatives when audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

3.3 UNFORESEEN CONDITIONS

The District shall notify SFB staff if any unforeseen conditions arise during project implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the

contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

If the District intends to supplement the Project with additional funds, the District shall provide to the Board an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the amount being committed in each project.

3.5 SCOPE OF WORK

Any change in the scope of work shall be implemented by a Change Order. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT

To the extent allowed by law, if the District has contributed local funds to pay for an upgrade of the Project beyond that required by the minimum school facilities guidelines; any increase in the cost of a future repair or replacement shall be paid for proportional to the original cost sharing.

4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

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4.2 COMPLETION REPORT

The District shall provide a completion report in a format prescribed by the Board, and shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for a construction project.

5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds.

6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

7. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. RESOLUTION OF DISPUTES

The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

9. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. However, Indian tribes are exempt from the definition of employer for both Federal and State Civil Rights Act.

10. TERMINATION

Each party shall have the right to terminate this Agreement by notifying the other party in writing of the termination at least thirty (30) days prior to the effective date of said termination. If the Agreement is terminated by the Board, the District shall be paid for all the allowable costs incurred prior to the date of termination, and only cost determined appropriate by SFB staff to de-mobilize the contractor from the work site, if applicable.

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

11. ASSIGNMENT AND DELEGATION

Neither party may assign any rights hereunder without the express, prior written consent of both parties.

12. CANCELLATION FOR CONFLICT OF INTEREST

The parties acknowledge that these Terms and Conditions are subject to the cancellation provisions set forth in A.R.S. §38-511.

13. ENTIRE AGREEMENT

These Terms and Conditions contain the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. Any amendment or modification of these Terms and Conditions shall be consistent with Section 1 of these Terms and Conditions.

14. APPLICABLE LAW

These Terms and Conditions shall be governed and interpreted by the laws of the State of Arizona.

15. THIRD PARTY ANTITRUST VIOLATIONS

The District assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of these Terms and Conditions.

16. PROGRAM REVIEW AND SITE VISITS

The Board has the right to make site visits at reasonable intervals for purposes of review of Project accomplishments and management control systems and to provide technical assistance, if required. The District will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the Board's representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

The Board may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

The District agrees that any negotiations, agreements, and/or contracts between the District and Architect(s) for the design of the Project shall provide that the Board retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

- a) To acknowledge Architects and their school designs successfully funded by the Board;
- b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential nor proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Contract, the District warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The District shall obtain statements from its contractors and its subcontractors certifying compliance and shall furnish the statements to the Board upon request. These warranties shall remain in effect through the term of the Terms and Conditions. The District and its contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any of the District's contractors or subcontractors performing work under these Terms and Conditions. Should the State suspect or find that the District or its contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Terms and Conditions for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401

19.1 WARRANT COMPLIANCE

The District's contractors must warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214(A). (That subsection reads: After December 31, 2007, each employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program.)

19.2 BREACH OF WARRANTY

A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.3 FAILURE TO COMPLY

Failure to comply with a Board audit process to randomly verify the employment of contractors and subcontractors shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.4 INSPECTION

The Board retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.

The Board may enter into additional agreements with the District that authorize the District to utilize Board funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the Board an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

The District warrants that its contractors are not engaged in a boycott of Israel as defined by

A.R.S. §35-393.01.

22. FLOW-DOWN REQUIREMENTS

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

23. CERTIFICATION / AUTHORIZATION

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent, CFO/Business Manager, and Facilities Director of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

Governing Board President (signature)
Susan Zibrat
Name (printed/typed)

Date
Amphitheater Unified School
District No. 10
School District

Superintendent (signature)
Todd A. Jaeger, J.D.
Name (printed/typed)

Date

CFO/Business Manager (signature)
Scott Little
Name (printed/typed)

Date



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: April 27, 2021

TITLE: Executive Session for Discussion or Consultation with the Attorneys of the Public Body, Pursuant to A.R.S. § 38-431.03(A)(3) and/or (4), Concerning the Governing Board's "H Series" Policies

BACKGROUND:

The Board may wish to convene an executive session pursuant to A.R.S. §38-431.03(A)(3) and (4) to discuss the item identified above.

RECOMMENDATION:

The administration recommends the Board convene an executive session for purpose of discussing the matter identified above as permitted by A.R.S. §38-431.03(A)(3) and (4).

INITIATED BY:

Michelle H. Tong, J.D.,
Associate to the Superintendent and General Counsel

Date: April 26, 2021

Todd A. Jaeger, J.D., Superintendent