

Final Posting: Monday, December 5, 2022 at 5:00 p.m.

REGULAR PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD

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

Tuesday, December 6, 2022

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.

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. 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.

* 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 and Chief Financial Officer.

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

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

Ms. Vicki Cox Golder, President

2. **EXECUTIVE SESSION**

4

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

A. Consideration and Determination of Appeal of Long-term Suspension/Expulsion Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A), as well as the Hearing Officer's Recommendation for Expulsion Pursuant to A.R.S. § 15-843(F)(2), Regarding:

a. Student # 30073215

B. Discussion and Consultation with Representatives of the Governing Board in Order to Consider Its Position and Instruct Its Representatives in the Meet and Confer Process Pertaining to Policy, Compensation and Benefits for Certificated, Professional Non-Teaching, Support and Administrative Staff Pursuant to A.R.S. § 38-431.03(A)(5).

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

3. **RECONVENE PUBLIC MEETING**-at approximately 6:00 pm

4. **PLEDGE OF ALLEGIANCE**

Cross Middle School Students

5. **RECOGNITION OF STUDENT ART**

Cross Middle School Students

6. **ANNOUNCEMENT OF DATE AND TIME OF THE ORGANIZATIONAL GOVERNING BOARD MEETING**

Tuesday, January 10, 2023 at 6:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Leadership and Professional Development Center, SE Entrance and Parking.

7. **RECOGNITIONS**

- | | |
|---|---|
| A. Recognition of Ironwood Ridge High School 2022 Division II Boys' Cross Country State Champions | 5 |
| B. Recognition of Amphitheater High School's 75 Years of Continuous of Accreditation | 6 |
| C. Recognition of 2021-2022 Arizona Circle of Excellence Award Winner | 7 |
| D. Recognition of 2022 Tucson Metro Chamber Copper Cactus Social Impact Award Winner | 8 |
| E. Presentation of Distinguished Service Awards | 9 |

8. **INFORMATION²**

- | | |
|------------------------------------|----|
| A. Superintendent's Report | 10 |
| B. Status of Construction Projects | 17 |

9. **PUBLIC COMMENT¹** (45 Minutes Maximum)

10. **CONSENT AGENDA³**

- | | |
|--|----|
| A. Approval of Appointment of Administrative Personnel | 34 |
| B. Approval of Appointment of Non-Administrative Personnel | 36 |
| C. Approval of Personnel Changes | 39 |
| D. Approval of Leave(s) of Absence | 46 |
| E. Approval of Separation(s) and Termination(s) | |
| F. Approval of Stipend for Coaching Volunteers | |

* 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 and Chief Financial Officer.

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

G. Approval of Minutes of Previous Meeting(s)	52
H. Approval of Vouchers Totaling and Not Exceeding Approximately \$3,774,222.96	65
I. Acceptance of Gifts	66
J. Approval of Parent Support Organization(s) - 2022-2023	68
K. Approval of Disposal of Surplus Property via PublicSurplus.com	71
L. Authorization to Establish a Bank Account for Payroll Clearing	72
M. Approval of the 2022-2023 District 301 Plan	74
N. Approval of New Courses for the 2023-2024 School Year	90
O. Approval of 2023-2024 Governing Board Meeting Schedule	91
P. Approval of School Facilities Oversight Board (SFOB) Grant for La Cima Middle School Roof Assessment	93
Q. Approval of School Facilities Oversight Board (SFOB) Grant for Rillito Center Swimming Pool HVAC Repair	103
R. Approval of Out of State Travel	113
11. <u>STUDY</u>⁴	
A. Study of Proposed Recommendations Developed through the Meet and Confer Process for:	116
1. Revisions to Governing Board Policy GDL (Support Staff Workload)	
2. Adding Regulation GDL-R and Annual Training of Supervisors to Address Working Condition Concerns Raised by Support Staff Employees	
3. Revisions to Governing Board Policy GCCA (Professional Staff Sick Leave)	
4. Revisions to the Budget-Neutral Leave Buy-Back Program for Classroom Teachers and Recommendation to Continue It as a Pilot Program in FY 22-23	
5. Revisions to Regulation GCK-R (Professional Staff Assignments and Transfers)	
6. Revisions to Governing Board Policy GCCH (Professional/Support Staff Bereavement Leave)	
7. Adding District Regulation GCCH-R	
12. <u>STUDY/ACTION</u>	
A. Approval to Increase Pay Rates for Classified Employees Effective January 1, 2023 for Compliance with Arizona's Minimum Wage Laws	168
B. Study and Approval of the Revised Expenditure Budget #1 for Fiscal Year 2022-2023	180
13. <u>PUBLIC COMMENT</u>¹ (45 Minutes Maximum)	
14. <u>BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS</u>	
15. <u>ADJOURNMENT</u>	

In addition to display at various locations, copies of each agenda are available 24 hours prior to the meeting at www.amphi.com, and at the Wetmore Center, 701 West Wetmore Road, Tucson, AZ 85705. 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.

* 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 and Chief Financial Officer.

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



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

DATE OF MEETING: December 6, 2022

TITLE: Executive Session

1. **Motion to Recess Open Meeting and Hold an Executive Session for:**
 - A. **Consideration and Determination of Appeal of Long-term Suspension/Expulsion Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A), as well as the Hearing Officer's Recommendation for Expulsion Pursuant to A.R.S. § 15-843(F)(2), Regarding:**
 - a. **Student # 30073215**
 - B. **Discussion and Consultation with Representatives of the Governing Board in Order to Consider Its Position and Instruct Its Representatives in the Meet and Confer Process Pertaining to Policy, Compensation and Benefits for Certificated, Professional Non-Teaching, Support and Administrative Staff Pursuant to A.R.S. § 38-431.03(A)(5).**
 - C. **Discussion Pertaining to the Employment and Evaluation of the Superintendent, Pursuant to A.R.S. § 38-431.03(A)(1).**

RECOMMENDATION:

The Administration recommends the Board convene an executive session for purpose of discussing the matters identified above as permitted by A.R.S. § 15-843(A) and (F)(2), as well as A.R.S. § 38-431.03(A)(1) and/or (5).

INITIATED BY:

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

Date: December 1, 2022

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: December 6, 2022

TITLE: Recognition of Ironwood Ridge High School 2022 Division II Boys' Cross Country State Champions

BACKGROUND:

The Ironwood Ridge High School boys' cross country team competed at Cave Creek Golf Course, home of the state cross country meet, on November 12, 2022. The following student athletes will be recognized for their outstanding efforts and achievements:

Division II Boys' Cross Country State Champions:

SENIORS:

Declan Jorgenson
Nathan Richardson
Joseph Schied

SOPHOMORES:

Sameer Howe
John Richardson
Matthew Garmon

JUNIORS:

Mason Tengel
Noah Brunet
Gage Robbins

FRESHMAN:

Jack Bergeson

Mike Smith, Head Coach Boys Cross Country

Emily Bartz, Head Coach Girls Cross Country

Bob Jones, Assistant Coach Cross Country

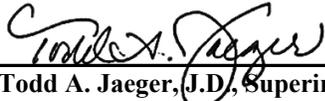
RECOMMENDATION:

This item is for the Governing Board's information and recognition.

INITIATED BY:


Armando Soto, Director of Interscholastic

Date: November 29, 2022


Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: December 6, 2022

TITLE: Recognition of Amphitheater High School's 75 Years of Continuous Accreditation

BACKGROUND:

On October 31, 2022, Cognia recognized Amphitheater High School for 75 years of continuous accreditation.

Cognia is a national leader in the review and accreditation of schools. Every five years, schools must complete a comprehensive review to earn/renew their accreditation. The accreditation process includes a systematic review of the following key indicators/characteristics:

1. Culture of learning
2. Leadership for learning
3. Engagement of learning
4. Growth in learning

As part of the accreditation process, external auditors, who are leaders in education, review artifacts, student performance data and meet with stakeholder groups prior to renewing a school's accreditation status.

A school's or district's accreditation status impacts whether students' transcripts and academic accomplishments are accepted by other academic institutions, including community colleges, universities and the NCAA.

RECOMMENDATION:

This is presented for the Board's information and recognition.

INITIATED BY:

Matt Munger,
Associate Superintendent for Secondary Education

Date: November 28, 2022

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: December 6, 2022

TITLE: Recognition of 2021-2022 Arizona Circle of Excellence Award Winner

BACKGROUND:

Cognia Arizona annually awards an Arizona Circle of Excellence award to outstanding leaders in the education community. The AZ Excellence in Education Award is presented to leaders who are committed to improving children's educational opportunities.

This year's Arizona Circle of Excellence Award Winner is Michael McConnell, Principal of Innovation Academy.

RECOMMENDATION:

This is presented for the Board's information and recognition.

INITIATED BY:

Tassi Call

Tassi Call, Associate Superintendent for Elementary Education K-5

Date: November 29, 2022

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: December 6, 2022

TITLE: Recognition of 2022 Tucson Metro Chamber Copper Cactus Social Impact Award Winner

BACKGROUND:

Each year, the Tucson Metro Chamber gives Copper Cactus Awards to a variety of organizations across Southern Arizona. The Social Impact Award recognizes a nonprofit that has made a significant contribution to the community. The award is further described this way:

“The winner in this category demonstrated how they made a significant impact that improved the economic, medical, educational or financial health of individuals in our community; impacted people through enabling and empowering individuals to improve their knowledge and skills toward greater quality of life; benefits the underserved, underrepresented or disaffected members of the community, including children, seniors and those in poverty; and has had high quality treatment of employees and members of the public.”

We are pleased to share that this year’s Copper Cactus Social Impact Award winner was The Amphi Foundation.

RECOMMENDATION:

This is presented for the Board’s information and recognition.

INITIATED BY:


Michelle Valenzuela, Communications Director

Date: November 28, 2022


Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: December 6, 2022

TITLE: Presentation of Distinguished Service Awards

BACKGROUND:

The Distinguished Service Award was established to recognize employees' initiative, collaboration, loyalty, and contribution to the Amphitheater Public School District. Employees are recognized on a monthly basis during the school year. All Amphitheater employees are eligible to be nominated by their colleagues for this recognition.

We would like to recognize the following individuals for the month of December:

- John Apple, Lead Custodian, Amphitheater High School
- Ann McNew, ELD Teacher, Keeling Elementary School

RECOMMENDATION:

This is presented for the Board's information and recognition.

INITIATED BY:


Michelle Valenzuela, Communications Director

Date: November 28, 2022


Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: December 6, 2022

TITLE: Superintendent's Report

BACKGROUND:

The Superintendent will provide a brief review of recent and future activities in the District and community.

RECOMMENDATION:

This item is presented for the Board's information.

INITIATED BY:

Date: November 28, 2022

A handwritten signature in cursive script that reads "Todd A. Jaeger".

Todd A. Jaeger, J.D., Superintendent



December 6, 2022

11

Superintendent's Report





Around the Schools



We are proud to share that our 2021-2022 Robotics Club at Rio Vista won international recognition at the GESS Education Awards in Dubai. Congratulations to the team for winning the “Best Use of STEAM Learning in the Classroom.”



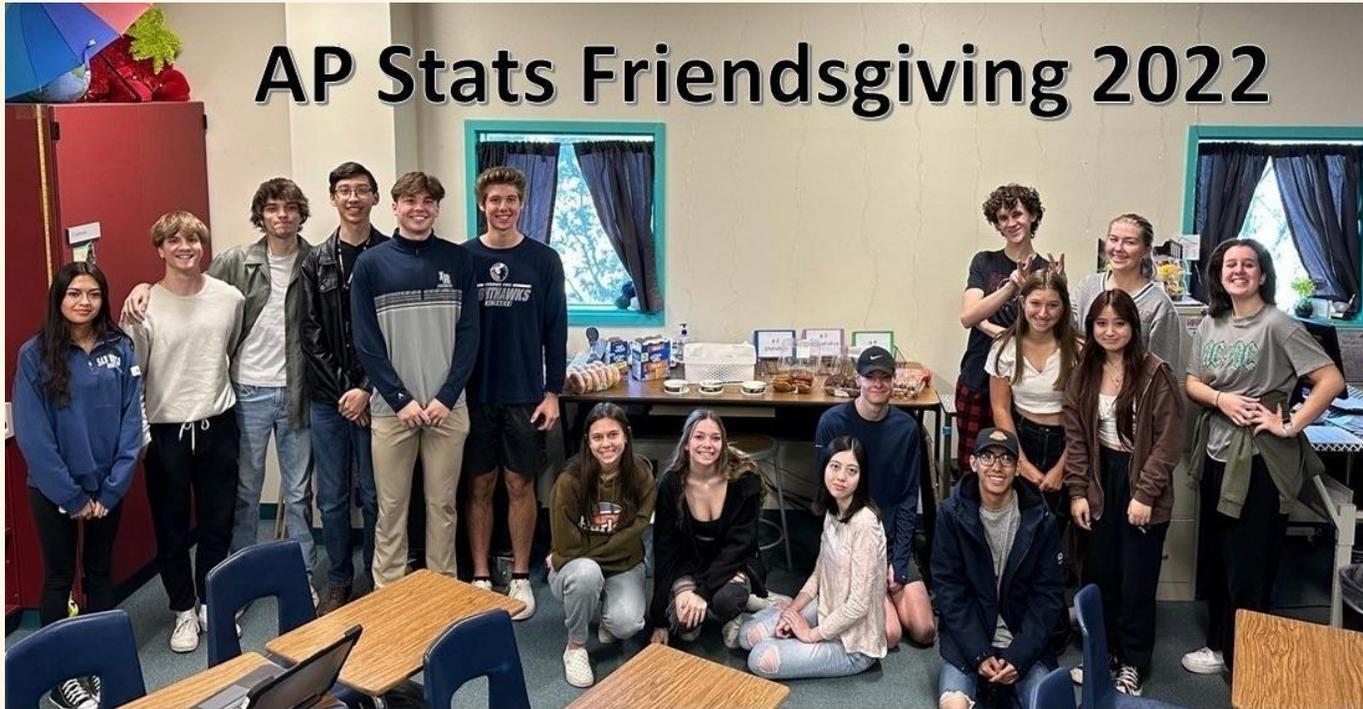
Around the Schools



Life Beyond the Books, the non-profit organization that brings professionals to our schools for life-skills education, visited Coronado K-8 last week. Thanks to all the guests and to Life Beyond Books for showing our Coronado eighth-graders some of the opportunities they may be interested in pursuing now and in the future.



Around the Schools



Thanksgiving is a wonderful time in our schools. Celebrations happened throughout the District. Here, you see Friendsgiving in the AP Stats class at Ironwood Ridge, a Turkey Trot at Innovation Academy, and a balloon parade for kindergarteners at Wilson K-8.





Around the Schools



Amphie, the District's favorite holiday elf, has been spotted at schools all over Amphi. Each school day, we post a photo of him on Instagram and Facebook and invite our followers to guess his location. Spoiler alert: In the above photo, he was at Wilson, top right shows him at Amphi Middle, at bottom left he was at Keeling and at bottom right he was at Copper Creek. He will make it to all of our schools before Winter Break!





Thank You



Thank you to the Amphi Foundation for organizing the annual Amphi food drive. Each year, our high school student councils join other partners to collect food donations for the drive. The Foundation had enough donations to fill all referrals and delivered over 1,000 cans to the food pantry at Amphi Middle School. This is truly a District and community-wide effort, and we are grateful to everyone who was able to lend a hand.



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

DATE OF MEETING: December 6, 2022

TITLE: Status of Construction Projects

BACKGROUND:

Administration will present the Governing Board with current information on the status of construction projects funded with State of Arizona School Facilities Oversight Board, ESSER and Bond Funding.

RECOMMENDATION:

For information and discussion only.

INITIATED BY:

A handwritten signature in black ink, appearing to read "Richard C. La Nasa".

Richard C. La Nasa, Executive Manager, Operational Support

Date: November 28, 2022

A handwritten signature in black ink, appearing to read "Todd A. Jaeger".

Todd A. Jaeger, J.D., Superintendent

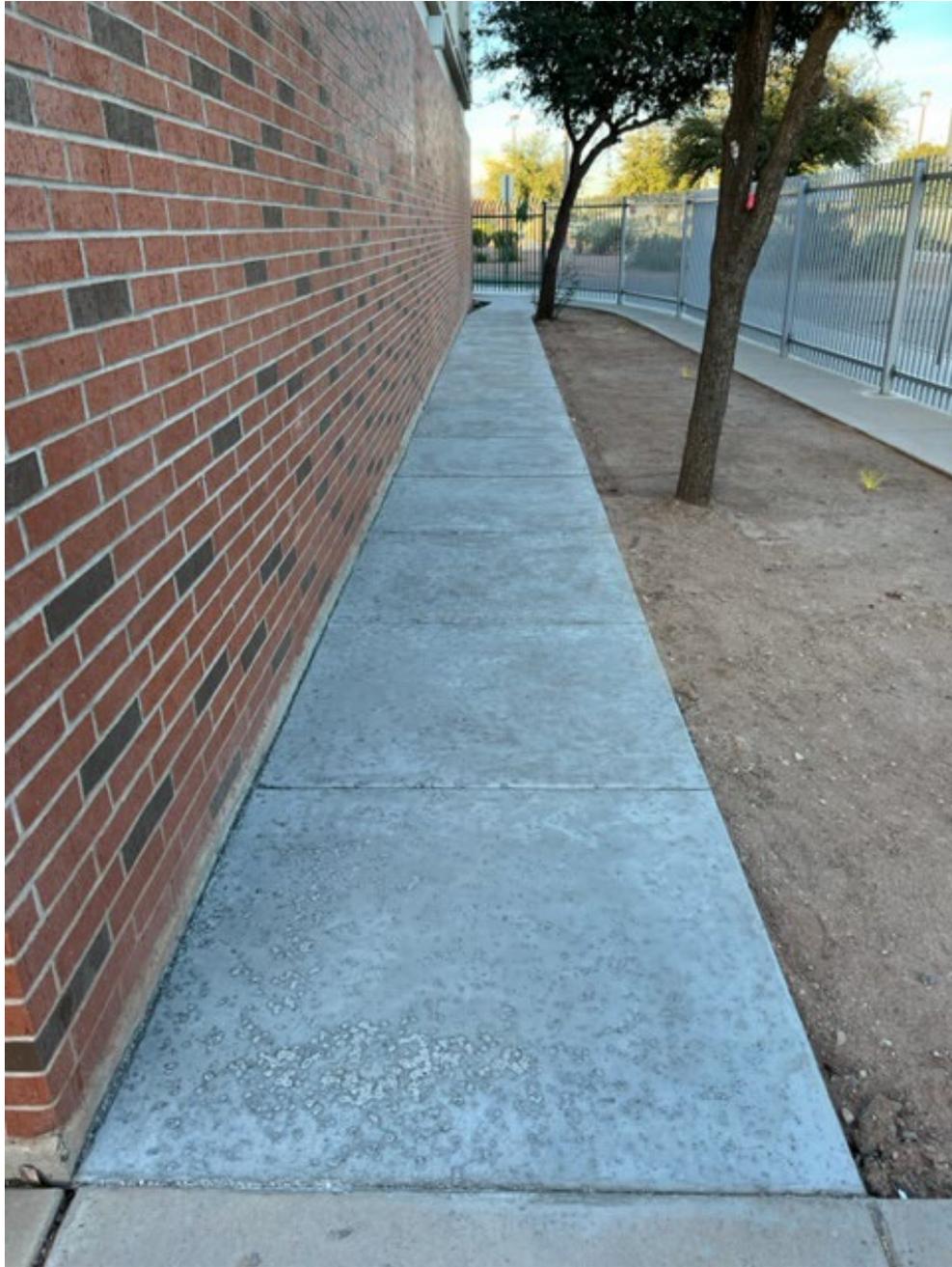
Status of Construction Projects
12/6/2022 Governing Board Meeting

President Cox Golder, Vice President Day, Board Members and Superintendent Jaeger, it is my pleasure to provide you with an update of the projects currently under construction with SFOB, Bond and ESSER funding.

Highlights

AHS Fine Arts Security Fencing & Sidewalk





Copper Creek Painting & Weatherization



20

La Cima MPR HVAC Replacement



Mesa Verde Roof Replacement



Rio Vista Activity Gym HVAC Replacement



Status of Construction Projects
12/6/2022 Governing Board Meeting

President Cox Golder, Vice President Day, Board Members and Superintendent Jaeger, it is my pleasure to provide you with an update of the projects currently under construction with SFOB, Bond and ESSER funding.

AHS:

Bond Projects

Small Gym Electrical Infrastructure Improvements - Design 90% Complete	\$25,373
Football Field Lighting Upgrades - Design 90% Complete	\$19,932
Fire Alarm Conduit/Device Relocation – 85% Complete	\$14,260
CP # 1 Pump Replacement – Pump Ordered	\$30,079
Fine Arts Building Security Fence Improvements - Complete	\$27,012
PA System Upgrades – Pre-Con Meeting 11/22	\$166,809
100/200 Wing Classroom Lighting Improvements - PO Issued	\$149,991
West Campus Security Fence Improvements - Materials Ordered	\$76,918
700 Wing HVAC Replacement – PO Requested	\$17,820
Campus Access Control Improvements – PO Issued	\$274,274

ESSER Projects

HVAC Improvements	
-Student Center/Bookstore – 7 Zone RTU	\$302,026
-Winter Break Project	
-100 & 200 Wing Classroom Fan Coil Replacements – 95% Complete	\$1,040,545

SFB Projects

CP #3 Hot Water Line Replacement Design	\$13,315
- PO Issued	
300 Wing – Structural Repairs Construction	\$457,214
- PO Issued – Summer '23 Project	
Campus Roof Assessments	
PH I, East Campus – PO Issued	\$8,085
PH II, West Campus – PO Issued	\$5,565
Bldg DN Evaporative Cooler to A/C Conversion	\$896,784
- PO Issued	
CP # 2 Hot Water Line Replacement Design – PO Issued	\$14,195
Classrooms 415/416/417 Floor Repairs – Winter Break	\$27,127

CDO:

Bond Projects

Main Central Plant Renovation	\$714,157
-Plant Operating – Final Completion pending equipment delivery	

Building BN HVAC Controls Improvement - Materials Ordered	\$10,358
Concrete Sidewalk & Seat Wall Replacement - Winter Break	\$32,615
Drinking Fountain/Bottle Fillers - PO Issued	\$32,176
Varsity Softball Field H/C Access Improvements - PO Requested	\$75,309
Fine Arts VFD Replacement – Equipment Ordered	\$5,771
Admin Building Access Controls – February '23 Install	\$15,210

ESSER Projects

Building BN HVAC Improvements - Materials Ordered	\$281,183
---	-----------

SFB Projects

Campus Weatherization Assessment - PH I, W Campus – PO Issued	\$8,100
- PH II, E Campus – PO Issued	\$8,130
North Gym Evaporative Cooler to A/C Conversion - PO Issued	1,208,101

IRHS:

Bond Projects

Irrigation Well Design Complete	\$58,538
Library Lecture Hall Improvements – PO Issued	\$88,063
Building A Walk Off Carpet R & R – Winter Break	\$1,839

Drinking Fountain/Bottle Fillers - PO Requested	\$33,365
Building A Access Control Improvements – PO Requested	\$12,844

ESSER Projects

CP Chiller Replacement – Procurement

SFB Projects

Weatherization Academic Buildings – Bid Walk 12/5

Mold Remediation & Restoration – Grant Submitted	\$95,090
Lecture Hall Mold Remediation & Restoration - Grant Submitted	\$19,801

AMS:

Bond Projects

Admin Office Access Controls – January '23 Install	\$5,463
--	---------

ESSER Projects

Building 300 HVAC Improvements – PO Issued	\$149,647
--	-----------

Copper Creek:

Bond Projects

HVAC Fan Coil Improvements – Complete	\$128,922
Exterior Painting – Bus Loop Shade Structure & Building - Complete	\$35,789
Admin Office Access Controls – Complete	\$29,358
Drinking Fountain/Bottle Fillers - PO Requested	\$1,793

SFB Projects

MPR Roof Replacement – Grant Request Approved \$587,299

Coronado:

Bond Projects

Electrical infrastructure for new marquee – 95% Complete \$8,800

Building F Roof Repairs – Pre-Con 11/29 \$15,744

Boys & Girls Locker Room HVAC Improvements \$114,238
- PO Issued

Admin Office Access Controls – February '23 Install \$5,573

CP Chilled Water Pump Replacement – PO Issued \$13,095

Activity Gym Entrance Canopy Replacement – PO Issued \$8,030

Cross:

Bond Projects

Admin Office Access Controls – Complete \$5,301

Drinking Fountain/Bottle Fillers - PO Issued \$5,346

ESSER Projects

Building 600 HVAC Improvements – Units Ordered \$80,464

SFB Projects

Campus Roof Replacement \$4,075,000

Bldg 100 – 90% Complete

Bldg 200 – 90% Complete

Bldg 300 – 90% Complete

Bldg 400 – 90% Complete

Bldg 500 – 75% Complete
Bldg 600 – Complete
Bldg 700 – Complete
Admin – 95% Complete
MPR – 85% Complete

Donaldson:

Bond Projects

Admin Office & Campus Access Controls – January '23 \$51,905

Drinking Fountain/Bottle Fillers - PO Issued \$10,854

Harelson:

Bond Projects

Admin Office & Campus Access Controls – PO Issued \$59,918

ESSER Projects

Building A HVAC Improvements – Units Ordered \$83,369

Holaway:

Bond Projects

Front Office Single Point of Entry – Bid Walk 11/29

Innovation:

Bond Projects

Admin Office Access Controls – January '23 Install \$5,573

Campus HVAC Evaluation – PO Issued \$9,950

Keeling:

Bond Projects

Building A – HVAC Replacements – Units Ordered \$72,412

Admin Office Access Controls – Complete \$5,301

Campus HVAC Controls – Equipment Ordered \$138,435

ESSER Projects

Buildings D, E & F HVAC Improvements – Procurement

La Cima:

Bond Projects

Admin Office & Campus Access Controls – Dec. '22 \$65,626

ESSER Projects

Central Plant Chiller Replacement Design – Complete \$26,850

SFB Projects

Campus Weatherization Assessment – PO Issued \$5,260

Mesa Verde:

Bond Projects

Drinking Fountain/Bottle Fillers - PO Issued \$5,300

Admin Office Access Controls – February '23 Install \$5,411

ESSER Projects

Buildings C & F HVAC Improvements – 85% Complete \$341,194

SFB Projects

Campus Roof Replacement \$1,601,623

Shingle Replacement On-Going

Nash:

Bond Projects

Exterior Painting & Site Improvements – Pre-Con 11/29 \$72,830

ESSER Projects

Building I HVAC Improvements – Equipment Ordered \$156,101

Painted Sky:

Bond Projects

Building A Carpet Replacement & Painting -Start 12/12 \$57,247

Drinking Fountain/Bottle Fillers - PO Issued \$21,891

ESSER Projects

HVAC Replacement Classrooms 114,115 & 116 \$43,903
- Units Ordered

SFB Projects

Fire Alarm Replacement Design PO Issued \$25,460

Prince:

Bond Projects

Building C Ductwork, Flooring & Lighting – Bids Due 12/13

ESSER Projects

Building C HVAC Improvements Design – 95% Complete \$51,550

SFB Projects

Classroom 19 HVAC Replacement – Complete \$14,665

West Wing Classroom HVAC Replacement – Complete \$14,655

Rillito:

Bond Projects

Admin Office & Campus Access Controls – January '23 \$46,018

Security Fence Improvements – PO Requested	\$15,116
--	----------

Rio Vista:

Bond Projects

Admin Office & Campus Access Controls – 12/12 Start	\$72,420
---	----------

ESSER Projects

Building C Multizone AC Replacement – Bid Phase

Walker:

Bond Projects

Chilled Water Pump Replacement – Equipment Ordered	\$7,192
--	---------

Drinking Fountain/Bottle Fillers - PO Issued	\$16,394
--	----------

ESSER Projects

Buildings B, C, D & E HVAC Improvements – Units Order	\$248,529
---	-----------

Wilson:

Bond Projects

Campus Painting Project – PO Issued	\$86,446
-------------------------------------	----------

Central Plant Hot Water Pump Improvements – Design	\$8,450
--	---------

Admin Office Access Controls – Complete	\$19,292
---	----------

South MPR & Locker Room HVAC	\$183,609
------------------------------	-----------

ESSER Projects

CP Cooling Tower Replacements – PO Issued	\$609,234
---	-----------

Campus HVAC Controls Upgrades – Materials Ordered	\$255,229
---	-----------

SFB Projects

MPR Stage HVAC Replacement Design- PO Issued \$15,845

MPR Buildings Roof Assessment – PO Issued \$5,175

Campus Building Hot Water Line Replacement Design
- Grant Submitted.

*SOMETHING NEW AT EVERY SCHOOL,
EVERY YEAR!*



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

DATE OF MEETING: December 6, 2022

TITLE: Approval of Appointment of 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 December 5, 2022.

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: December 5, 2022

Todd A. Jaeger, J.D., Superintendent

12/6/2022

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXP CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Sullivan	Christine	Principal	CT-AD-RET	Wilson K-8 School			Rehire		\$53,355.38

35

* 2022-2023 School Year
 Addendum Former employee or new hire receiving extra-curricular position
 New New hire filling a newly created position
 Rehire Former employee returning to a position in the district
 Replacement New hire filling a vacated position
 Rescind Declined position after appointment

HSP High School Principal
 MSP Middle School Principal
 ESP Elementary School Principal
 HSA High School Assistant Principal
 MSA Assistant Middle School Principal
 ESA Elementary Assistant Principal
 SAS Support Administrator

ADCT Addendum Certified
 ADCL Addendum Classified
 ADACS Addendum Amphi Community Schools
 ADDM Addendum Only
 CT-AD Certified Administrative
 CT Certified
 CL-AD Classified Administrative
 CL Classified
 PR Professional
 ASW Student Worker



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

DATE OF MEETING: December 6, 2022

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 December 5, 2022.

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: December 5, 2022

Todd A. Jaeger, J.D., Superintendent

12/6/2022

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Marner	Peggy	Teacher - Pandemic Recovery	CT-RET	Holaway Elementary			Rehire		\$25,987.82
Bolthouse	Emily	Teacher - English	CT	Ironwood Ridge High	CTT-MA	8 years	Replacement	Dr. Jenkins	
Gilbert	Kristin	Teacher - Pandemic Recovery	CT	Donaldson Elementary	CTT-MA	0 years	Replacement	Mr. Szczepaniak	
Perez	Brooke	Teacher - Environmental Science	CT	Ironwood Ridge High	CTT-MA	0 years	Replacement	Dr. Jenkins	
Streeter	Emily	Teacher - Grade 1	CT	Innovation Academy	CTT-BA	6 years	Replacement	Mr. McConnell	
Weiss	Allison	Teacher - Language Arts	CT	Cross Middle School	CTT-BA	0 years	Replacement	Mr. Gutierrez	
Weiss	Allison	Teacher - Pandemic Recovery	CT	Cross Middle School	CTT-BA	0 years	Replacement	Mr. Gutierrez	
Foster	JoBeth	School Nurse	CL-PR	Amphi High School	PRNT-BA	10 years	Replacement	Ms. Roscoe Perkovac	
Miranda	Jennifer	Counselor	CL-PR	Ironwood Ridge High	COUN-MA	10 years	Replacement	Dr. Jenkins	
Baldonado	Christian	AVID Tutor	CL	Amphi High School			New	Mr. Malis	\$15.00 per hour
Barraza	Reyniece	AVID Tutor	CL	Amphi High School			New	Mr. Malis	\$15.00 per hour
Benner	Heidi	Classroom Aide/Caregiver	CL	Amphi Middle School	2	0 years	Replacement	Ms. Wichers	
Felix	Nicole	Special Education Teaching Assisi	CL	Wilson K-8 School	3	5 years	Replacement	Ms. Sullivan	
Gomez Cuevas	Maria	Custodian I	CL	Wilson K-8 School	2	5 years	Replacement	Ms. Sullivan	
Lopez Duron	Lina	Crossing Guard	CL	Holaway Elementary	1	0 years	Replacement	Mr. Frederiksen	
Love	Jasmine	Preschool Aide/Caregiver	CL	CDO High School	1	0 years	Replacement	Ms. Bulleigh	
Martin	Janet	Preschool Aide/Caregiver	CL	Donaldson Elementary	1	0 years	Replacement	Mr. Szczepaniak	
Sidwell	Loren	Crossing Guard	CL	Amphi Middle School	1	0 years	Replacement	Ms. Wichers	
Thomas	Marvin	Special Events Worker	CL	CDO High School			Replacement	Ms. Bulleigh	\$12.80 per hour
Villagran	Laura	Campus Monitor	CL	Rio Vista Elementary	1	0 years	Replacement	Ms. Spillane	

*	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

12/06/22

Substitutes

GOVERNING BOARD MEETING
APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Brannock	Heather		CT		11/15/2022	
Engelhard	Michael		CT		11/15/2022	
Graves	Paula		CT		11/16/2022	
Iacevaia	David		CT		11/16/2022	
Jenness	Marea		CT		11/18/2022	
Jones	Oben		CT		11/14/2022	
Knoll	Patricia		CT		11/15/2022	
Montes	Joey		CT		11/16/2022	
Parker	Steven		CT		11/16/2022	
Passeck	Alison		CT		11/16/2022	
Polley	Tanner		CT		11/09/2022	
Strum	Andy		CT		11/15/2022	
Stump	Sherry		CT		11/17/2022	
Ruiz	Jose		CL		11/15/2022	
Sevinsky	Sheila		CL		11/15/2022	

38

AD Administrative
PR Professional
CT Certified
CL Classified



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

DATE OF MEETING: **December 6, 2022**

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 December 5, 2022.

In addition, this agenda item provides the following job description for consideration and approval by the Governing Board:

HRIS Analyst

RECOMMENDATION:

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

INITIATED BY:

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

Date: December 5, 2022

Todd A. Baeger, J.D., Superintendent

12/6/2022

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Keene	Bonnie	Teacher - Mathematics	CT	Amphi Academy Online	Decrease FTE			<0.5 FTE>
Wathen	Regina	Teacher - Grade 1	CT	Prince Elementary	Transfer			
Morek	Zak	HRIS Analyst	CL-PR	Wetmore Center	Added Duty			\$6,500.00
Campbell	Tammy	Bus Driver	CL	Transportation	Increase FTE			+0.0125 FTE
Freer	Samuel	Custodian II	CL	Mesa Verde Elementary	Promotion	5	+\$0.74	
Garcia	Diana	School Administrative Assistant	CL	Rio Vista Elementary	Promotion	6	+\$1.18	
Gautier	Angelita	Transportation Training & Safety Co	CL	Transportation	Promotion	12	+\$1.16	
Gonzalez	Patricia R	Preschool Aide/Caregiver	CL	Nash Elementary	Transfer	1	<\$0.84>	
Guadian	Olivia	Food Service Attendant - Lead	CL	Donaldson Elementary	Transfer			
Limon Ortega	Miriam	Campus Monitor	CL	Prince Elementary	Decrease FTE			<0.5 FTE>
Pham	Khanh	Custodian I	CL	Wilson K-8 School	Decrease FTE			<0.175 FTE>
Protteau	Elsa	Parent Educator	CL	Federal/State Programs	Transfer		+\$0.56	40
Sadlier	John	Crossing Guard	CL	Nash Elementary	Transfer			
Brown	Karen	ADDN - Curriculum Development	ADCT	Ironwood Ridge High	Addendum			\$25.00 per hour
Cannon	Robert	ADDN - Drama HS	ADCT	CDO High School	Addendum			\$2,250.00
Caputo	John	Coach - Basketball Assistant MS	ADCT	Amphi Middle School	Addendum			\$1,400.00
Cashin	Melissa	ADDN - School Support Team	ADCT	Nash Elementary	Addendum			\$20.00 per hour
Chavez	Justin	Coach - Basketball Assistant MS	ADCT	La Cima Middle School	Addendum			\$1,400.00
Chavez	Justin	ADDN - Certified Tutor	ADCT	La Cima Middle School	Addendum			\$42.00 per hour
Edelbrock	Thomas	ADDN - Curriculum Development	ADCT	Cross Middle School	Addendum			\$25.00 per hour
Esposito	Kimberly	ADDN - Dyslexia Training Designee	ADCT	Nash Elementary	Addendum			\$3,350.00
Esposito	Kimberly	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour

*	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
Extension	End date being extended						CL	Classified
Increase FTE	Increase in hours/contract						PR	Professional
Promotion	Employee receiving a promotion to another position						EL	Elementary
Reassignment	Employee moving to another position at the direction of the administration						MS	Middle School
Status Change	Employee changing status (i.e. short term to career)						HS	High School
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
Garcia	Tiffin	ADDN - Extra Hours	ADCT	CDO High School	Added Duty		\$33.44 per hour	
Goldberg	Gina	ADDN - Curriculum Development	ADCT	Holaway Elementary	Addendum		\$25.00 per hour	
Gran	Jennifer	Teacher - Rillito Classroom	ADCT	Rillito Center	Added Duty		\$12,805.83	
Kipley	Kayla	Coach - Spiritleading Head Winter H	ADCT	Amphi High School	Addendum		\$2,450.00	
Lang	William	Coach - Volleyball Head - 2nd Seaso	ADCT	Ironwood Ridge High	Addendum		\$3,000.00	
Larkin	Jennifer	ADDN - Extra Hours	ADCT	CDO High School	Added Duty		\$30.49 per hour	
Lee	Auvie	Coach - Soccer Assistant MS	ADCT	Cross Middle School	Addendum		\$1,400.00	
Lee	Auvie	Coach - Tennis MS	ADCT	Cross Middle School	Addendum		\$850.00	
Lise	Ronald	Coach - Basketball Head HS	ADCT	Amphi High School	Addendum		\$3,000.00	
Mendivil	Jorge	ADDN - Weight Training Coach	ADCT	Amphi High School	Addendum		\$2,600.00	
Novinski	Garrett	Coach - Basketball Assistant MS	ADCT	Wilson K-8 School	Addendum		\$1,400.00	
Ohlmaier	Hillary	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum		\$30.00 per hour	
Payne Joo	Shannon	Coach - Spiritleading Assistant Winte	ADCT	Amphi High School	Addendum		\$2,250.00	
Piancino	Hailey	Coach - Basketball Assistant MS	ADCT	Cross Middle School	Addendum		\$1,400.00	41
Ramsey	Julie	Coach - Spiritleading Assistant Winte	ADCT	Amphi High School	Addendum		\$2,250.00	
Rondeau	Caroline	ADDN - Certified Tutor	ADCT	Walker Elementary	Addendum		\$42.00 per hour	
Schwingbeck	Michael	ADDN - Interscholastic Activities Mgr	ADCT	Amphi High School	Addendum		\$1,425.00	
Seo	John	ADDN - Homebound	ADCT	Ironwood Ridge High	Addendum		\$42.00 per hour	
Smith	Michael	Coach - Track Head HS	ADCT	Ironwood Ridge High	Addendum		\$3,000.00	
Valente	Virginia	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum		\$42.00 per hour	
Walden	Sandra	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum		\$30.00 per hour	
Watson	David	Coach - Wrestling Assistant HS	ADCT	Amphi High School	Addendum		\$2,400.00	
Willis	John	ADDN - Athletic Equipment Tech.	ADCT	Amphi High School	Addendum		\$1,850.00	
Willis	John	ADDN - Interscholastic Activities Mgr	ADCT	Amphi High School	Addendum		\$1,425.00	

*	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	
Extension	End date being extended					CL	Classified	
Increase FTE	Increase in hours/contract					PR	Professional	
Promotion	Employee receiving a promotion to another position					EL	Elementary	
Reassignment	Employee moving to another position at the direction of the administration					MS	Middle School	
Status Change	Employee changing status (i.e. short term to career)					HS	High School	
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
Winkel	Hannah	Coach - Volleyball Head - 2nd Seaso	ADCT	Ironwood Ridge High	Addendum		\$3,000.00	
Wolf	Amber	ADDN - AVID Site Team Coordinator	ADCT	Rio Vista Elementary	Addendum		\$1,500.00	
Wright	Angelica	ADDN - Certified Tutor	ADCT	Nash Elementary	Addendum		\$42.00 per hour	
Yetman	Christopher	ADDN - Academic Decathlon HS	ADCT	CDO High School	Addendum		\$1,600.00	
Bogomol	Scott	ADDN - Extra Hours	ADCL	Rillito Center	Added Duty		\$15.54 per hour	
Daigle	Seleste	ADDN - Instructional Aide	ADCL	Keeling Elementary	Addendum		\$13.94 per hour	
Enriquez	Vladimir	Special Events Worker	ADCL	CDO High School	Addendum		\$12.80 per hour	
Harding	Vanessa	Special Events Worker	ADCL	Amphi High School	Addendum		\$12.80 per hour	
Hernandez	Mary	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$14.25 per hour	
Plimpton	John	ADDN - Extra Hours	ADCL	Rillito Center	Added Duty		\$16.34 per hour	
Rhein	Kary	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$14.25 per hour	
Welch	Adam	Special Events Worker	ADCL	Amphi High School	Addendum		\$12.80 per hour	

42

*	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
Extension	End date being extended	CL	Classified
Increase FTE	Increase in hours/contract	PR	Professional
Promotion	Employee receiving a promotion to another position	EL	Elementary
Reassignment	Employee moving to another position at the direction of the administration	MS	Middle School
Status Change	Employee changing status (i.e. short term to career)	HS	High School
Temporary	Employee working for a limited period of time		
Transfer	Employee moving from one position to another		



HRIS ANALYST

QUALIFICATIONS

A. REQUIRED

- High school diploma or equivalent (GED)
- Bachelor's degree or higher
- Minimum three years of mid-level data entry/clerical experience with one year in human resources and/or records management; or two years of human resources information systems (HRIS) experience
- Strong working knowledge of computer applications to include word processing, spreadsheets, databases and software applications
- Equivalent combination of education/training/experience

B. DESIRED

- Advanced training with computer software applications/databases
- Prior experience working in an educational setting

SUMMARY

Performs technical duties of moderate variety in support of Human Resources (HR) and its information systems by providing support in regards to implementation, maintenance and use, as well as provides support on the human resources management system (HRMS) for the HR and Benefits Department, District applicant system, and District substitute system. This position is also responsible for the retention and maintenance of District records and information in accordance with State statutes, regulations, and district policies. Responsibilities for data management include steps to confirm the fidelity of hiring processes and payment of substitutes filling employee absences or vacant positions.

Reports to: Manager of Human Resources

ESSENTIAL FUNCTIONS

- On behalf of and in consultation with the HR Manager, supervises, and evaluates select staff members including but not limited to the Human Resources HR Recruitment Specialist, HR Data Technician and Clerk (File Clerk)
- Participates in the development, implementation and expansion of the District's HRIS, including specifically the HRMS the District's applicant tracking system (ATS) and the District's substitute/absence management system and coordinates with the Benefits Manager to provide support concerning HRMS' application for processing of employee leave and benefits
- Solicits and identifies overall needs and functionality of the HRIS
- Researches and provides recommendations in regards to workflow and system enhancements to improve accurate data for hiring employees and processing changes in positions and/or work sites
- Supports HRIS with focus on configuration, set-up, and testing



HRIS ANALYST

- Provides technical support to District staff for all HRIS: HRMS, ATS, and substitute/absence management system
- Develops and maintains multiple and varied web-based programs (SharePoint, Microsoft Power Apps, and Microsoft Power Automate) to facilitate and digitize internal processes
- Designs logic for web-based systems, performs required testing, and documents accordingly
- Works closely with District users to determine their needs in developing and/or modifying systems/programs (HRMS, ATS, and substitute management system); maintains communication with department personnel to ensure satisfaction with information systems reporting
- Audits the HRIS to ensure the integrity of information by analyzing data and running queries; and audits the HR Specialists' entries into the employment database for accuracy to confirm fidelity of human resources data
- Audits the processing of applicants for District positions to confirm candidates are processed efficiently and accurately; and oversees the District's employee recruitment initiatives.
- Researches and resolves HRMS/HRIS concerns or problems, unexpected results or process flaws, performing scheduled activities, and recommends solutions or alternate methods to meet system and/or department requirements
- Develops and conducts HRIS related training to system users to include up to date training manuals and materials, including assisting the benefits department to develop training for automation of employee leave tracking and benefits enrollment
- Writes, maintains, and supports a variety of reports or queries using appropriate reporting tools and techniques
- Facilitates and simplifies hiring and employee benefits tasks through automated, real-time, electronic personnel action processes
- Acts as liaison for the Human Resources Department, the Benefits Department, District Substitute Coordinator, informational technology (IT) and software vendors
- Assists the HR Manager with the operation of the Human Resources function as needed
- Addresses, compiles, prepares, and processes special administrative report requests of a varied and complex nature as needed
- In coordination with the Human Resources Manager, assists the District's Learning and Instruction Department to automate processes for qualified District 301 plan participants to register and track progress concerning their applicable 301 plan.
- Submits 301 plan and Results Based Funding calculations to Payroll; and submits the School District Employer Report (SDER) to the Arizona Department of Education (ADE)
- Gathers requested employee data for special projects such as United Way, 301 participation, and Civil Rights Data Collection (CDRC)
- Attends meetings and seminars related to HRIS; and facilitates and participates on various committees as needed



HRIS ANALYST

- Oversees a computerized database of all applicant file information and regularly purges database and files
- Supervises and directs the review of employment applications (including transfer applications) to determine if position qualifications have been met, pre-employment testing, and all related correspondence
- Assists with employment-related activities and department initiatives, such as job fairs, as requested
- Oversees the HR file room to include the supervision and maintenance of files
- Stores, maintains, and preserves the District's electronic and physical records/files in accordance with prescribed regulations, procedures, and statutes
- Assists employees when requesting to review their employment file
- Oversees and provides copies of employment files for public record requests
- Reviews records retention schedules and governmental record-keeping requirements to determine timetables for transferring records to archives or for destroying obsolete records; and makes recommendations regarding the same
- Assists departments and sites with record retention, processing, and destruction; and provides assistance with extraction of information and report generation
- Promotes and supports district-wide educational advancement in 21st Century Skills.
- Integrates knowledge and skills that are relevant to the 21st Century
- Performs all duties with patience, courtesy and tact
- Performs related duties as assigned, which may include serving as a secondary backup to receptionist for short periods of time, as needed

MENTAL AND PHYSICAL REQUIREMENTS

- Ability to concentrate for extended periods of time
- Ability to remain seated for extended periods of time
- Ability to bend at the knee to reach items on the ground
- Ability to reach as needed to plug in computer equipment
- Ability to carry computer equipment as needed
- Ability to multi-task in an office setting
- Ability to see and hear within a normal range, with or without reasonable accommodations
- Ability to prioritize and organize
- Ability to exercise judgment in accordance with established procedures
- Ability to clearly communicate, both orally and in writing
- Ability to meet deadlines under time constraints
- Ability to communicate with district personnel of all levels
- Ability to work alone and as part of a team
- Ability to perform tasks requiring manual dexterity



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

DATE OF MEETING: **December 6, 2022**

TITLE: **Approval of Leave(s) of Absence**

BACKGROUND:

Leave(s) of absence will be presented herein and are current as of November 28, 2022.

RECOMMENDATION:

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

INITIATED BY:

A handwritten signature in black ink, appearing to be "Michelle H. Tong".

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

Date: November 28, 2022

A handwritten signature in black ink, appearing to be "Todd A. Jaeger".

Todd A. Jaeger, J.D., Superintendent

12/6/2022

**GOVERNING BOARD MEETING
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Brown	Ashlyn	Teacher - Grade 1	CT	Innovation Academy	11/28/2022	Change to Start Date
Ettenger	Kerry	Teacher - German Language	CT	CDO High School	10/31/2022	End Date
Goldberg	Gina	Teacher - P. E.	CT	Holaway Elementary	11/28/2022	Start Date
Irwin	Teresa	Librarian	CT	Cross Middle School	11/10/2022	Start Date
Krantz	Ericka	Teacher - Special Education Resou	CT	Wilson K-8 School	11/04/2022	End Date
Porter	Ronald	Teacher - Special Education ED-P	CT	CDO High School	11/04/2022	End Date
Simmons	Melissa	Teacher - Preschool Director	CT	Rio Vista Elementary	10/24/2022	Start Date
Grusenmeyer	Lauren	Audiologist	CL-PR	Wetmore Center	11/10/2022	End Date
Collette	Tracey	Student Records Management Spe	CL	Wetmore Center	11/18/2022	End Date
Durham	Deborah	Food Service Attendant	CL	Ironwood Ridge High	11/10/2022	End Date

* 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: **December 6, 2022**

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

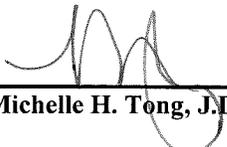
BACKGROUND:

Separation(s) and termination(s) will be presented herein. Separations are current as of December 5, 2022.

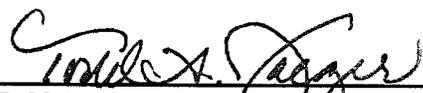
RECOMMENDATION:

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: December 5, 2022


Todd A. Jaeger, J.D., Superintendent

12/6/2022

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Bustamante	Eric	Coach - Basketball Assistant	VOLCO	Ironwood Ridge High	10/31/2022	Resignation	
Grimes	Robert	Bus Driver	CL-RET	Transportation	11/28/2022	Resignation	
Nuno	Mark	Groundskeeper I	CL-RET	Facilities Support	12/02/2022	Resignation	
Akau	Adryie	Transportation Attendant	CL	Transportation	10/19/2022	Resignation	
Arent	Patrick	Supervisor of Food Service	CL	Donaldson Elementary	11/16/2022	Resignation	
Arent	Patrick	Supervisor of Food Service	CL	Walker Elementary	11/16/2022	Resignation	
Garcia	James	Routing Coordinator	CL	Transportation	11/17/2022	Resignation	
Gonzalez	Guadalupe	Custodian I	CL	CDO High School	09/30/2022	Abandonment	
Lopez	Sara	Food Service Attendant	CL	Cross Middle School	11/10/2022	Resignation	
Lyles	Crystal	Bookstore Clerk	CL	Amphi High School	10/17/2022	Dismissal	
Mendez	Ismael	Custodian II	CL	Cross Middle School	11/02/2022	Retirement	49
Rios Holt	Victoria	Instructional Aide	CL	Prince Elementary	10/21/2022	Resignation	
Rios Holt	Victoria	Campus Monitor	CL	Prince Elementary	10/21/2022	Resignation	
Rios Holt	Victoria	Campus Monitor	CL	Prince Elementary	10/21/2022	Resignation	
Starace	Michael	Bus Driver	CL	Transportation	12/02/2022	Resignation	
Taylor	Shanna	Campus Monitor	CL	Innovation Academy	12/16/2022	Resignation	
Torres	Mariana	Bilingual Instructional Assist	CL	Prince Elementary	11/23/2022	Resignation	
Torres	Mariana	Bilingual Clerk	CL	Prince Elementary	11/23/2022	Resignation	
Torres	Mariana	Clerk	CL	Prince Elementary	11/23/2022	Resignation	
Vargas	George	Security Officer	CL	Amphi High School	11/14/2022	Resignation	
Boyer	Lisa	ADDN - Interscholastic Activ	ADCT	Wilson K-8 School	11/04/2022	Resign Addendum Only	

*	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



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

DATE OF MEETING: December 6, 2022

TITLE: Approval of Stipend for Coaching Volunteers

BACKGROUND:

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of November 28, 2022.

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:

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

Date: November 28, 2022

Todd A. Jaeger, J.D., Superintendent

12/6/2022

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Ambrosio	Benjamin	Coach - Soccer Assistant HS	Ironwood Ridge High	Stipend	\$1,200.00
Bias	Henry	Coach - Basketball Head HS	CDO High School	Stipend	\$3,000.00
Bustamante	Eric	Coach - Basketball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Calvin	Leeann	Associate Coach	CDO High School	Stipend	\$1,000.00
Danehy	Thomas	Coach - Basketball Head HS	Amphi High School	Stipend	\$3,000.00
Dillard	Trey	Coach - Basketball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Dunlap	Michael	Coach - Soccer Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Franks	Christian	Associate Coach	Ironwood Ridge High	Stipend	\$1,000.00
Garcia	Jose	Coach - Basketball Assistant HS	Amphi High School	Stipend	\$2,400.00
Hansen	Brian	Coach - Basketball Assistant HS	CDO High School	Stipend	\$2,400.00
Joiner	Ronald	Coach - Wrestling Head HS	Amphi High School	Stipend	\$3,000.00
Klement	Daniel	Coach - Basketball Assistant HS	CDO High School	Stipend	\$2,400.00
Krabbendam	Ethan	Coach - Soccer Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Martinez	David	Coach - Softball Head HS	Ironwood Ridge High	Stipend	\$3,000.00
Reavis	Pamela	Coach - Tennis Head HS	Ironwood Ridge High	Stipend	\$2,600.00
Stewart	Zachary	Coach - Basketball Assistant MS	Wilson K-8 School	Stipend	\$1,400.00
Towns	Christopher	Coach - Soccer Head HS	CDO High School	Stipend	\$3,000.00
Wall	Caleigh	Coach - Tennis MS	Cross Middle School	Stipend	\$850.00
Williams	Susan	Coach - 2nd Q. Interscholastic Su	Cross Middle School	Stipend	\$500.00
Williams	Susan	Coach - 1st Q. Interscholastic Su	Cross Middle School	Stipend	\$500.00

51

* 2021-2022 School Year



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

DATE OF MEETING: **December 6, 2022**

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.

November 15, 2022

RECOMMENDATION:

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

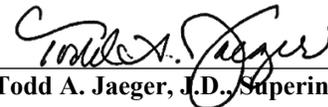
INITIATED BY:

JA



Jen Anderson
Executive Assistant to the Superintendent & Governing Board

Date: December 5, 2022



Todd A. Jaeger, J.D., Superintendent

**Minutes of the Regular Governing Board Meeting
Amphitheater Public Schools
Tuesday, November 15, 2022**

A Regular public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, November 15, 2022, beginning at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership and Professional Development Center.

Governing Board Members Present

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

Superintendent's Cabinet Members Present

Mr. Todd A. Jaeger, J.D., Superintendent
Ms. Tassi Call, Associate Superintendent for Elementary Education
Mr. Matthew Munger, 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. Elizabeth Jacome, Director of Curriculum and Assessment
Mr. Richard C. La Nasa, Executive Manager of Operational Support
Ms. Kristin McGraw, Director of Student Services
Ms. Julie Valenzuela, Director of 21st Century Education
Ms. Michelle Valenzuela, Director of Communications

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

President Cox Golder called the meeting to order at 5:30 p.m. and invited members of the audience to sign the guest register.

2. EXECUTIVE SESSION

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

A. Consideration and Determination of Appeal of Long-term Suspension/Expulsion Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A) Regarding:

a. Student # 30051855

B. Discussion and Consultation with Representatives of the Governing Board In Order to Consider its Position and Instruct Its Representatives in the Meet and Confer Process Pertaining to Policy, Compensation and Benefits for Certificated, Professional Non-Teaching, Support and Administrative Staff Pursuant to A.R.S. § 38-431.03(A)(5), and

C. Discussion or Consultation with the Attorneys of the Public Body, Pursuant to A.R.S. § 38-431.03(A)(3), Concerning the Governing Board's "J Series" Policies Relating to Student Discipline, Interscholastics, and/or Extracurricular Activities.

President Cox Golder asked for a motion to hold Executive Session. Vice President Day moved that the Board go into an Executive Session to address the matters identified in item 2. of the Board's agenda and pursuant to the legal authorities listed on the agenda under item 2. Mr. Kopec seconded the motion. Voice vote in favor – 5: President Cox Golder, Vice President Day, Dr. Baker, Mr. Kopec, and Ms. Zibrat. Opposed–0.

President Cox Golder proclaimed they were in Executive Session at 5:30 p.m.

3. RECONVENE PUBLIC MEETING

President Cox Golder reconvened the meeting at 6:20 p.m.

4. PLEDGE OF ALLEGIANCE

Superintendent Jaeger introduced Keeling Elementary School Principal, Annette Orelup. Ms. Orelup stated that the 5th grade students in attendance tonight are all strong school leaders who have demonstrated maturity, responsibility, and an eagerness to learn. The students, Luisa, Nathaniel, and Ariel were introduced and Ms. Orelup read comments about each student provided by their peers. The students lead the Pledge of Allegiance.

Ms. Zibrat asked the students if they would like to introduce anyone. Each of the students introduced their family members in the audience. Ms. Zibrat presented each student with a certificate of recognition and a picture was taken of the Governing Board, Superintendent Jaeger, Ms. Orelup, and the students to mark the occasion.

5. RECOGNITION OF STUDENT ART

Ms. Orelup shared that the art teacher was unable to attend the meeting, but she was prepared to speak about the art display in her absence. She stated that the fourth grade students studied the art of Georgia O'Keefe and created landscapes with a paper mosaic background and a sunflower colored with pencils or crayons. The fifth graders studied the work of George Rodrigue, namely his "Blue Dog" paintings. The students created their own Blue Dog and pasted it in a paper collage background.

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

President Cox Golder announced that the next Regular Governing Board meeting would be held on Tuesday, December 6, 2022 at 6:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Leadership and Professional Development Center.

7. RECOGNITIONS

A. Recognition of Ironwood Ridge High School 2022 Division II Boys' State Golf Champions

Superintendent Jaeger stated that he was excited to recognize the District's student athletes and asked Armando Soto, Director of Interscholastics, to introduce the sports recognitions. Mr. Soto introduced the Ironwood Ridge High School Boys' Golf Coach Ryan Bais, and shared that Coach Bais is in his twenty-second year of teaching and coaching at Ironwood Ridge High School and has led both the tennis and golf teams to state championships.

Coach Bais introduced his four players in attendance at the meeting. He then read the names of all the players on the team and shared what each one plans to do after high school. The four players present thanked their families and friends for their support.

Ms. Zibrat presented each of the players and Coach Bais with a certificate of recognition. A picture was taken with the Governing Board, Superintendent Jaeger, Coach Bais, and the students to mark the occasion.

B. Recognition of Canyon del Oro High School 2022 Division II Boys' 50 Freestyle State Champion

Mr. Soto introduced Jen Inboden who has been the Swim Coach at Canyon del Oro High School for twenty-years. Ms. Inboden introduced Scott Edmiston who won first place in the Boys' 50 Freestyle event at the state championship meet. She shared that not only did Scott win the state title for the event, but he also set a new school record. Ms. Inboden said that Scott hopes to swim in college and that he wishes to thank his coaches, family, and friends.

C. Recognition of Canyon del Oro High School 2022 Division II Boys' 200 Freestyle Relay State Champions

Ms. Inboden introduced Mason Stewart, Ruben Padilla-Diaz, and Vincent Ferrara who along with teammate Scott Edmiston won the 200 Freestyle Relay at the state championship meet. She gave a recap of the exciting race and thanked the Board for recognizing the swimmers.

Ms. Day asked if anyone wanted to introduce their loved ones. Each of the swimmers introduced their parents in the audience. Ms. Inboden introduced the other coaches, JB Yewell and Ana Roper. A picture was taken with the Governing Board, Superintendent Jaeger, Coaches Inboden, Yewell, and Roper and the students.

D. Presentation of Distinguished Service Awards

President Cox Golder asked Superintendent Jaeger to present the awards.

Superintendent Jaeger explained that each month during the school year, a certificated and a classified staff member are recognized with a Distinguished Service Award.

Superintendent Jaeger asked Jen Anderson, Executive Assistant to the Superintendent and Governing Board, to present the November classified award recipient, Joyce Abbe, an Administrative Assistant from the Office of Learning and Instruction at the Wetmore District offices. Ms. Anderson read the nomination.

A video presentation was shown honoring Ms. Abbe for the work she has done in the District.

Mr. Kopec asked Ms. Abbe if she would like to share anything. Ms. Abbe thanked her partner, Ginger, and her coworkers for attending.

Mr. Kopec presented Ms. Abbe with a certificate of recognition from the Governing Board, a Distinguished Service Award and a gift card donated by the Amphi Foundation.

Superintendent Jaeger invited Laurie Sheber, Principal of Prince Elementary School to come forward to introduce the November certificated employee, Distinguished Service Award winner, Jennifer Campbell, Reading Interventionist at Prince Elementary School. Ms. Sheber read the nomination.

A video presentation was shown honoring Ms. Campbell for the work she has done in the District.

Mr. Kopec asked Ms. Campbell if she would like to share anything. Ms. Campbell thanked her coworkers, Ms. Sheber, and Ms. Call for their support.

Mr. Kopec presented Ms. Campbell with a certificate of recognition from the Governing Board, a Distinguished Service Award and a gift card donated by the Amphi Foundation.

A picture was taken with Ms. Abbe, Ms. Campbell, Ms. Anderson, Ms. Sheber, Ms. Call, Superintendent Jaeger, and the Governing Board, to mark the occasion.

E. Recognition of the 2022 Arizona Science Association's Science Teacher of the Year Award

Superintendent Jaeger introduced Chris Gutierrez, Cross Middle School Principal to present the next recognition. Mr. Gutierrez introduced Ms. Alexandria Vaughn, Science Teacher at Cross Middle School. He spoke about her amazing leadership skills and her commitment to the students at Cross.

Dr. Baker asked Ms. Vaughn if she would like to speak. Ms. Vaughn thanked Mr. Gutierrez for his encouragement, and Ms. Yewell for nominating her for the award. Dr. Baker presented Ms. Vaughn with a certificate of recognition. A picture was taken with Ms. Vaughn, Mr. Gutierrez, the Governing Board, and Superintendent Jaeger to mark the occasion.

F. Recognition of 2023 Arizona Teacher of the Year Semifinalist

Superintendent Jaeger asked Stephanie Hayes, Principal at Harelson Elementary School to present the recognition. Ms. Hayes spoke about Ms. Yewell's gift and passion for teaching, and her dedication to providing an enriching educational experience for her 5th grade students. Ms. Hayes spoke about the rigorous application process for the Arizona Teacher of the Year for which Ms. Yewell was named a semi-finalist in the top ten.

Dr. Baker asked if Ms. Yewell would like to share anything. Ms. Yewell thanked her family and the Amphi Community. Dr. Baker presented Ms. Yewell with a certificate of recognition. A picture was taken with the Governing Board, Superintendent Jaeger, Ms. Yewell, and Ms. Hayes to mark the occasion.

President Cox Golder called for a seven-minute break at 7:12 p.m.

8. INFORMATION²

A. Superintendent's Report

For the Superintendent's Report PowerPoint presentation see Exhibit 1.

Superintendent Jaeger began his report by sharing some pictures of recent events in the District.

He said there are many events in the District that honor veterans on Veterans Day. At Donaldson Elementary School, veterans from the community were invited to the annual "Veterans Day Breakfast". The students thanked the guests for their service and performed patriotic songs to express their gratitude for the veterans and their families.

Superintendent Jaeger explained the District hosts an annual event called "This is High School". The purpose of the event is to give fifth graders a glimpse into their future in high school. Amphi High School, Canyon del Oro High School and Ironwood Ridge High School each hosted a preview of what to expect, with a specific focus on the wide variety of Career and Technical Education (CTE) programs offered. He said the students were very excited to participate, and thanked the teachers and staff for their efforts in organizing the event.

He also thanked the National Shoe Retailers Association and their Soles4Souls program for their continued support. This year, 280 Keeling Elementary School students received a new pair of shoes and socks. Teachers at the school also received a gift certificate. He said it was a wonderful event, and the District is grateful to the companies and organizations that made it possible.

Superintendent Jaeger said Amphi Middle School students got new bikes. He thanked Pantano Christian Church East and Tucson Bikes for Change for providing bikes and helmets for over 65 children. He also thanked volunteers from local churches for donating their time to assemble furniture for the school, as part of a community-wide service project called "Serve Our City".

Superintendent Jaeger thanked the Amphi Foundation for their continued support of District students with their many programs, including "Shoes for Smiles". Photos showed students from Prince Elementary School and La Cima Middle School with their new shoes and socks. He said the Foundation also recently supplied shoes for the Rillito Center.

Superintendent Jaeger talked about the National Assessment of Educational Progress (NAEP) report. He said it is also referred to as "The Nations' Report Card", and it provides a common measure of student achievement across the country. The test was not given in the spring of 2021, but was administered in the of spring 2022. He explained that approximately 110,000 students are tested from across the country including some 4th and 8th grade students from

the District. There are no results for individual students, classrooms, or schools, and the NAEP does report results for different demographic groups, including gender socioeconomic status, and race/ethnicity, and the results allow for comparisons from state to state.

He spoke about results that showed widespread academic declines, affecting low-income and wealthier students, boys and girls, and most racial or ethnic groups in both subjects and grades. Approximately one third of the nation's students in 4th and 8th grade cannot read at even the "basic" achievement level, which is the lowest level on the test. Additionally, 8th graders saw the steepest drops in reading and math, and math achievement fell across every percentile, even for the highest performers. Superintendent Jaeger noted graduation rates fell in at least 31 states for the class of 2021, and the latest graduating class of 2022 had historically low scores on ACT and SAT college placement tests. He shared data of reading and math scores for 4th and 8th graders in Arizona. The math results showed that the students were below the national average. The reading results also reflected a decline. Additionally, fewer than one in three of the nation's students can read proficiently in either 4th or 8th grade, and not one of the 50 states improved reading in either grade. Scores of the students at the lower-performing level dropped even faster (than before the pandemic), and students at the higher-performing levels, who were holding steady before the pandemic or even improving, also had lower scores.

Superintendent Jaeger summarized the report.

1. There was no improvement in math in 2022.

Students in 4th and 8th grades, low-income and wealthier students, boys and girls, students in every racial or ethnic group, and students with and without disabilities, in every region of the country, all stayed flat or regressed. Additionally, 8th graders lost ground in math, in every kind of school, private, charter, and traditional public schools, as did 4th graders in both kinds of public schools.

2. The results followed a previous trend.

Math scores have been falling for years, particularly for those in the lowest 10% to 25% of students, and the pandemic was just a tipping point.

3. There are more students now with severe needs in math.

The share of advanced-level students fell from 9% to 8% in 4th grade and from 10% to 7% in 8th grade. Only 37% of 4th graders and 27% of 8th graders are proficient in math.

Superintendent Jaeger then gave an overview of Amphitheater student achievement and growth based on the NWEA MAP and ACT scores. He said District students also experienced declines in achievement, as did students all across the nation. District students' achievement, on average, generally exceeded that of the Arizona state average. He reported that on average Amphitheater students at all grade levels, grew more in English Language Arts (ELA) and mathematics than the average across the state. The 11th grade ACT scores for ELA were 7% higher and the math scores were 11% higher than the Arizona state average. Additionally, the ACT scores outperformed the state average, and also outperformed those of our local peer districts in Pima County (Districts having similar socio-economic learning profiles).

Superintendent Jaeger shared information about the "School Grades" that were recently released by the State of Arizona. He explained that the results are based upon last year's statewide student achievement measures, and are not tied to the NAEP.

- 10 schools received "A" labels – more than ever before in the history of the label system
- 6 schools received "B" labels – some missing "A" labels by just a few points
- 5 schools received "C" labels – some missing "B" labels by just a few points

He said there will be a detailed analysis of student achievement presented to the Governing

Board in the future. There will also be a review of the course and direction of the work which continues to build upon these relative successes for the benefit of our students and community. Superintendent Jaeger thanked the educators for everything they have done and continue to do to propel the students forward. He also thanked the community for their continued faith and support as the District moves forward.

There were no questions.

B. Status of Construction Projects

For the Status of Construction Projects Report see Exhibit 2.

President Cox Golder asked Superintendent Jaeger to introduce this item.

Superintendent Jaeger invited Mr. LaNasa give an update on the current construction projects in the District. Mr. Lasa reported that since July 2022, approximately 3.5 million dollars in grant funding has been received from the School Facilities Oversight Board (SFOB), and additional funding is expected in the future. He then highlighted some current and completed projects.

Amphitheater High School (AHS) Bond projects include fire alarm conduit and device relocation, public address (PA) system and football field lighting upgrades, 100/200 wing classroom lighting, west campus and fine arts building security fence, and small gym electrical infrastructure improvements. Central plant (CP) # 1 pump replacement has been ordered. Classrooms G1 and 109 carpet replacement has been completed. Elementary and Secondary School Emergency Relief (ESSER) projects include HVAC improvements to the student center/bookstore, and classroom fan coil replacements in the 100 and 200 wing. Arizona School Facilities Oversight Board (SFOB) projects include the central plant (CP) #2 and 3 hot water line replacement, building DN evaporative cooler to air conditioning (AC) conversion, and phase I east campus, and phase II west campus roof assessments. The small gym evaporative cooler replacement has been completed. Upcoming projects include classrooms 415/416/417 floor repairs during winter break, and summer 2023 will include the 300 wing structural repairs construction project.

Canyon del Oro High School (CDO) Bond projects include building BN Heating, Ventilation, Air Conditioning (HVAC) controls improvements, installation of drinking fountain/bottle fillers and the main central plant renovation. Concrete sidewalk and seat wall replacement will be done over winter break. ESSER projects include building BN HVAC improvements. SFOB projects include phase I west campus and phase II east campus weatherization assessment, and the north gym evaporative cooler to air conditioning conversion.

Ironwood Ridge High School (IRHS) Bond projects include the irrigation well design, installation of drinking fountain/bottle fillers, building A access control and library lecture hall improvements. Building A walk off carpet restoration and replacement will be done over winter break. ESSER projects include the CP chiller replacement. SFOB projects include weatherization of the fine arts, gym and academic buildings.

Amphitheater Middle School (AMS) Bond projects include the installation of administration office access controls. ESSER projects include building 300 HVAC improvements and campus HVAC controls upgrades.

Copper Creek Elementary School Bond projects include the installation of administration office access controls, and drinking fountain/bottle fillers. HVAC fan coil, exterior lighting improvements, and exterior painting of the bus loop shade structure and building have been completed. SFOB projects include the MPR roof replacement.

Coronado K-8 School Bond projects include the new marquee electrical infrastructure, building F roof repairs, boys and girls locker room HVAC improvements, installation of administration office

access controls, and CP chilled water pump replacement. ESSER projects include HVAC improvements to the boys and girls locker rooms.

Cross Middle School Bond projects include the installation of administration office access controls, and drinking fountain/bottle fillers. ESSER projects include building 600 HVAC improvements. SFOB projects include and the roof replacement to the 100, 200, 300, 400, 500, MPR and administration buildings. The 600 and 700 buildings roof replacements, and administration HVAC repairs have been completed.

Donaldson Elementary School Bond projects include the installation of administration office access controls, and drinking fountain/bottle fillers.

Harelson Elementary School Bond projects include the installation of administration office and campus access controls. ESSER projects include building A HVAC improvements. SFOB projects include the completion of the Funhouse weatherization.

Holaway Elementary School Bond projects include the single point of entry at the front office.

Innovation Academy Bond projects include the installation of administration office access controls and campus HVAC evaluation.

Keeling Elementary School Bond projects include building A HVAC replacement, the installation of administration office access and campus HVAC controls. ESSER projects include buildings D, E and F HVAC improvements.

La Cima Middle School Bond projects include the installation of administration office and campus access controls, and the MPR kitchen HVAC replacement has been completed. ESSER projects include the central plant chiller replacement. The MPR kitchen HVAC replacement has been completed. SFOB projects include the campus weatherization assessment.

Mesa Verde Elementary School Bond projects include the installation of administration office access controls, and drinking fountain/bottle fillers. ESSER projects include buildings C and F HVAC improvements. SFOB projects include the campus roof replacement.

Nash Elementary School Bond projects include exterior painting and site improvements. The installation of administration office access controls has been completed. ESSER projects include building I HVAC improvements.

Painted Sky Elementary School Bond projects include the installation of drinking fountain/bottle fillers. The front office access control upgrades have been completed. ESSER projects include the HVAC replacement for classrooms 114, 115 and 116. SFOB projects include the fire alarm replacement.

Prince Elementary School Bond projects include the completion of building C ductwork, flooring and lighting design, and installation of administration office and building CW access controls. ESSER projects include building C HVAC improvements. SFOB projects include the HVAC replacement of the west wing and classroom 19.

Rillito Center Bond projects include the installation of administration office and campus access controls. SFOB projects include the completion of buildings A and D weatherization.

Rio Vista Elementary School Bond projects include the installation of administration office and campus access controls. Replacement of the activity gym HVAC has been completed. ESSER projects include building C multizone AC replacement.

Walker Elementary School Bond projects include the installation of drinking fountain/bottle fillers and chilled water pump replacement. The installation of administration office and campus access controls has been completed. ESSER projects include buildings B, C, D and E HVAC improvements.

Wilson K-8 School Bond projects include campus painting and central plant hot water pump improvements. ESSER projects include the CP cooling tower replacements, and upgrades to the campus HVAC controls. SFOB projects include the MPR stage HVAC replacement, and the MPR roof assessment. The central plant underground hot/chilled water line has been completed.

He offered to answer any questions. There were none.

President Cox Golder thanked him for his report.

C. Review of Enrollment Projections and Actual Enrollment for Current (2022-2023) School Year

For the Comparison of Projected vs. Actual ADM for FY 22-23 see Exhibit 3.

Vice President Cox Golder asked Superintendent Jaeger to introduce this item. He reported that this is the time of year the administration shares the projected student enrollment for our current fiscal year, and what the actual enrollment is now. He asked Ms. Tong to present the report.

Ms. Tong explained it is a challenge to plan financially for the school year, when the actual funding is not known until the end of the school year. She said for example, staff contracts are awarded in the spring for the next school year, and it is hard to determine the needs without knowing the amount of funding. Ms. Tong said there are many factors to consider in determining the projected enrollment numbers including the Average Daily Membership (ADM). The factors are looked at multiple times throughout the school year to see how the projected funding numbers compare.

Ms. Tong shared a chart titled the “Comparison of Projected vs. Actual ADM for FY 22-23”. It listed each school and last year’s projected and actual ADM. It also listed the enrollment projections and the projected 40th day ADM and the difference of the actual 40th day ADM for this school year. She noted that some schools showed a change in the actual ADM, and that is to be expected for various reasons.

Ms. Tong said the actual state funding amount is determined on the 100th day of school, and the administration will continue to update the Governing Board as more information is available.

9. PUBLIC COMMENT

President Cox Golder read the Call to Audience Procedures.

Mike Rogowski is a parent of a student from Canyon del Oro High School. He shared his son’s positive attributes and feels like the District is painting his son as a criminal because of his violation of the 24/7 Zero Tolerance policy. Mr. Rogowski said that the policy does not address post-season play and that the athletes are being unfairly suspended from playoff games. He went on to speak about attending the last regular season game and a local police officer commenting on the policy and how polite the suspended players were during the game.

10. CONSENT AGENDA

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 Cox Golder asked if any items needed to be removed for further discussion. There were none.

Vice President Day moved for Consent Agenda Items A.-O. be approved as presented. Mr. Kopec seconded the motion. Voice vote in favor – 5. President Cox Golder, Vice President Day, Dr. Baker, Mr. Kopec and Ms. Zibrat. Opposed – 0. Consent Agenda Items A.-O. passed.

A. Approval of Appointment of Non-Administrative Personnel

Non-administrative personnel appointments were approved as listed in Exhibit 4.

B. Approval of Personnel Changes

Certified and classified personnel changes were approved as listed in Exhibit 5.

C. Approval of Leave(s) of Absence

Leave(s) of absence were approved as listed in Exhibit 6.

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

Separations and terminations were approved as listed in Exhibit 7.

E. Approval of Stipend for Coaching Volunteers

Stipend for Coaching Volunteers were approved as listed in Exhibit 8.

F. Approval of Minutes of Previous Meeting(s)

The Governing Board approved minutes from the October 25, 2022 meeting as submitted in Exhibit 9.

G. Approval of Vouchers Totaling and Not Exceeding Approximately \$3,085,373.30

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 submitted in Exhibit 10.

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1128	\$252,622.95	1129	\$25,926.31	1130	\$37,137.06
1131	\$100,754.28	1132	\$3,608.68	1133	\$1,466,903.09
1134	\$139,789.05	1135	\$235,591.34	1136	\$22,349.93
1137	\$78,232.45	1138	\$18,388.50	1142	\$81,967.23
1143	\$53,953.16	1144	\$46,067.60	1145	\$151,413.59
1146	\$38,050.09	1147	\$82,636.86	1149	\$153,797.11
1150	\$63,936.46	1151	\$3,028.89	1152	\$29,038.67

H. Receipt of September 2022 Report on School Auxiliary and Club Balances

The Governing Board approved the September 2022 Report on School Auxiliary and Club Balances as submitted in Exhibit 11.

I. Approval of Parent Support Organization(s) - 2022-2023

The Governing Board approved Ironwood Ridge Project Graduation for the 2022-2023 school year as submitted in Exhibit 12.

J. Award of Contract for Employee Uniforms - Based Upon Responses to Request for Bids (RFB) 9192022

The Governing Board approved the award of contract for employee uniforms to AZ Desert Design, Creative Concepts International, and Geniuses Unleashed, LLC.

K. Award of Contract for Canyon Del Oro High School (CDO) N Gym HVAC Conversion - Based Upon Responses to Invitation for Bids (IFB) 1042022CDO

The Governing Board approved the award of contract for Canyon Del Oro High School (CDO) N Gym HVAC Conversion to Veregy.

L. Approval of School Facilities Oversight Board (SFOB) Grant for Amphitheater High School North Gym HVAC Conversion Construction

The Governing Board approved School Facilities Oversight Board (SFOB) Grant for Amphitheater High School North Gym HVAC Conversion Construction as submitted in Exhibit 13.

M. Approval of School Facilities Oversight Board (SFOB) Grant for Canyon del Oro High School North Gym HVAC Conversion Construction

The Governing Board approved School Facilities Oversight Board (SFOB) Grant for Canyon del Oro High School North Gym HVAC Conversion Construction as submitted in Exhibit 14.

N. Approval of Supplemental Texts and Materials

The Governing Board approved Supplemental Texts and Materials as submitted in Exhibit 15.

O. Approval of Out of State Travel

The Governing Board approved requests for Out of State Travel as submitted in Exhibit 16.

11. STUDY

A. Public Meeting Pursuant to A.R.S. §15-481(Y) to Provide an Update on Programs Financed through the 10% Maintenance and Operations Override and the 3.5% K-3 Special Programs Override

For detailed information of the Update on Programs Financed through the 10% Maintenance and Operations Override and the 3.5% K-3 Special Programs Override see Exhibit 17.

President Cox Golder asked Superintendent Jaeger to introduce this item. Superintendent Jaeger explained that school districts which receive override funding must annually hold a public meeting to share with the Governing Board and the public how the funds have been utilized. This information is also presented to meet the compliance requirement. He said Ms. Tong and Mr. Little will present the information, and asked Ms. Tong to begin the report.

Ms. Tong explained that Arizona law permits school districts to obtain local voter approval to override the state budget formulas for a school district's capital and or maintenance and operations (M and O) budgets, and the enrollment numbers determine the amount of funding.

Ms. Tong reviewed the Amphitheater Public Schools overrides that were approved by voters on November 5, 2019. The first override is a 10% general M and O budget override and the second is a 3.5% K-3 special programs budget override. The District will receive the full percentage for the first five years, until school year 2024-2025. At that point, unless the voters renew the overrides, they will phase down during years six and seven.

Ms. Tong talked about changes from the 10% M and O override amount. She said when the M and O override was first approved in 2005, the override amount was approximately \$8.1 million, and the amount fluctuates annually depending on the amount of funding the state provides for education that year and the District's student enrollment. For this year, the M and O override provides \$8,249,409 in additional funding to Amphitheater Public Schools. This amount increased from last year largely due to the increased funding that the state gave schools to account for inflation.

Ms. Tong stated that every school in the District receives money from the 10% M and O override funding. She then gave a detailed breakdown of how the override funding specifically helps in each school.

Ms. Tong reported that the 10% M and O override adds approximately 3% to the base salary for all employees. Additionally, the 10% M and O override adds facilities and technology positions to enable the District to remain current with growing technology demands and changes.

Ms. Tong spoke about the 3.5% K-3 special programs override. She said the override began with the 2019-2020 school year. The funds must be used in the K-3 program for the specific purpose approved by the voters; to provide for free all-day kindergarten, and to further reduce the size of classes in grades K-3. This year, the 3.5% K-3 special programs override provides \$2,474,823 in additional funding for the K-3 program. She said since the K-3 override funds

provide free full-day kindergarten in the elementary and K-8 schools, Title I funds previously used to fund full-day kindergarten in Title I schools, are now used for other purposes in the Title I schools. In addition, prior to the K-3 override, parents in schools that did not qualify to receive Title I funds, had to pay for full-day kindergarten. With the override funding, no parent pays for all-day kindergarten at any Amphitheater school.

Ms. Tong said the intention of the override is to also reduce class size for grades K-3. Since the election, regulation IIB-R (Class Size) has been revised to further reduce class size maximums for K-3 classes while the override is in place. Class sizes are:

Kindergarten - 25 students

First Grade - 25 students

Second Grade - 26 students

Third Grade - 27 students

She said the formulas used for staffing meet those specific averages throughout the District.

Ms. Tong concluded, saying that both overrides provide substantial benefits for all District students and their educational programs. The funding provides critical programs that are necessary for student success. She said that Amphitheater Public Schools are grateful to the voters of the school district who continue to support the students of the District with these overrides.

She offered to answer any questions, there were none.

B. Study of the 24/7 Rule for Interscholastic Athletes

For detailed information of the Study of the 24/7 Rule for Interscholastic Athletes see Exhibit 18.

Superintendent Jaeger stated that the Governing Board had requested a study of the 24/7 Zero Tolerance Rule for Interscholastic Athletes and Ms. Tong and Mr. Munger would be presenting an overview of the rule and a possible recommendation for revising the policy.

Ms. Tong began with an overview of the study session. She stated that the 24/7 Rule is part of the Student Code of Conduct which is reviewed every year. This particular rule has been in place without revision for over twenty years. She also stated that a copy of the Student Code of Conduct is distributed to families each year and is reviewed on several occasions with students and how parents are notified of the policies. Ms. Tong also noted that the 24/7 Rule is discussed three separate times in the Student Code of Conduct.

Ms. Tong then discussed the reasoning for the 24/7 Rule as it appears in the Student Code of Conduct, which characterizes student athletes as leaders in their schools and the concern for athletes' physical safety. She went on to site the consequences for violating the 24/7 Rule as it appears in the Student Code of Conduct. Violation entails removal from the sports team for the balance of the season and its application with other possible consequences depending on where and when the violation took place. Ms. Tong went on to explain misconceptions about the 24/7 Rule based on the definition of "possession" and the importance of reading the entire Student Code of Conduct. She concluded with statements about the overall purpose of the 24/7 Rule and the prominence of zero-tolerance policies at the time of its adoption and the general shift toward progressive discipline in recent years in some areas. Ms. Tong noted that every time changes have been recommended to the Student Code of Conduct, data and input from the community has been gathered. She asked Mr. Munger to continue with a possible recommendation for revision of the policy.

Mr. Munger shared an optional tiered approach to consider if looking to transition from a zero-tolerance policy to progressive discipline. The example includes disciplinary steps for a first,

second, and third violation. Mr. Munger also spoke about special considerations which included expanding the consequences to the next year's season if the violation occurred at the end of a current season, special circumstances which would elevate to the next tier, and a possible appeal process for a violation. He then went on to outline the proposed recommendation which includes gathering stakeholder input on a possible revision and using that information to present a recommendation to the Governing Board as the Student Code of Conduct is studied for the 2023-2024 school year in April 2023.

Mr. Munger offered to answer any questions.

Vice President Day stated her support for following through with the proposed action plan of obtaining feedback from stakeholders.

Mr. Kopec commented on athletes being held to a higher standard and the value placed on athletics in the community. He also spoke about the Governing Board being tasked with ensuring student safety. Mr. Kopec thanked Mr. Munger and expressed support for moving forward with the action plan.

Dr. Baker admitted that he has been conflicted about this issue and thanked Administration for bringing this item to the Governing Board for study.

President Cox Golder expressed her support for obtaining information from the community.

12. ACTION

A. Resolution Declaring the Wednesday Before Thanksgiving as "Kindness Day"

Vice President Day made a motion adopt the resolution. Ms. Zibrat seconded the motion. There was no discussion. Voice vote in favor - 5: President Cox Golder, Vice President Day, Dr. Baker, Mr. Kopec and Ms. Zibrat. Opposed - 0. The Governing Board approved the Resolution Declaring the Wednesday Before Thanksgiving as "Kindness Day" as submitted in Exhibit 19.

13. PUBLIC COMMENT

There was no public comment.

14. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

There were no requests.

15. ADJOURNMENT

President Cox Golder moved to adjourn. Mr. Kopec seconded the motion. There was no discussion. Voice vote in favor - 5. President Cox Golder, Vice President Day, Dr. Baker, Mr. Kopec and Ms. Zibrat. Opposed - 0. The meeting adjourned at 8:37 p.m.


Minutes respectfully submitted for Governing Board Approval

*Jennifer Anderson, Executive Assistant to the Superintendent & Governing Board
Gretchen Hahn, Secretary III, Governing Board Office*

December 5, 2022

Date

Vicki Cox Golder, Governing Board President

December 6, 2022

Date



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

DATE OF MEETING: December 6, 2022

TITLE: Approval of Vouchers Totaling and Not Exceeding Approximately \$3,774,222.96
(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: December 5, 2022

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: December 6, 2022

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: November 28, 2022

Todd A. Jaeger, J.D., Superintendent

Gift and Donation List		
Gifts and Donations	Exhibit	12-06-22
1 Wheelchair	Mike & Leveda Salmon	Ironwood Ridge High School
Ck in the amount \$56.00	Frontstream	Walker Elementary School
Ck in the amount \$300.00	Tucson Desert Harmony	Amphitheater High School
Ck in the amount \$1,235.43	Amphitheater Foundation	Amphitheater High School
Ck in the amount \$2,065.48	Amphitheater Foundation	Painted Sky Elementary
Ck in the amount \$8,916.84	Amphitheater Foundation	Rillito Center
Ck in the amount \$225.00	St. Mark's United Methodist Church	Nash Elementary School
Ck in the amount \$130.45	Shutterfly	Amphitheater High School



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

DATE OF MEETING: December 6, 2022

TITLE: Approval of Parent Support Organization(s) – 2022-2023

BACKGROUND:

Approval of the following Parent Support Organization(s) pursuant to District Policy KBE-R:

IRHS Cross Country & Track Field
IRHS Softball Booster

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve this (these) organization(s).

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: November 29, 2022

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

**AMPHITHEATER PUBLIC SCHOOLS PARENT SUPPORT ORGANIZATIONS
ANNUAL APPLICATION FOR GOVERNING BOARD APPROVAL**

School Year 2022-2023

Name of Organization IRHS Cross Country & Track Field

School Ironwood Ridge HS

Related Student Organization or Club _____

Taxpayer I.D. 84-4327658

OFFICERS:

Name: Jane Morrison

Name: Jennifer Purschner

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 08-07-22

Date taking office: 01-01-20

Name: Kenny Schied

Name: Jeff Brunet

Office Held: Vice President

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 08-07-22

Date taking office: 08-07-22

FOR ADDITIONAL OFFICERS, PLEASE ADD A SEPARATE, ATTACHED SHEET.

- Formal Non-Profit** Please Attach:
- 1) Articles of Incorporation (*first year only*)
 - 2) I.R.S. Determination Letter (*first year only*)
 - 3) Annual budget, goals and objectives
 - 4) Current operating by-laws
 - 5) Last fiscal year AZ Corporation Commission Annual Report
 - 6) Last fiscal year I.R.S. Form 990 Annual Report
 - 7) Most recent treasurers financial report
 - 8) Most recent bank statement

- Informal Non-Profit** Please Attach:
- 1) Annual budget, goals and objectives
 - 2) Current operating by-laws
 - 3) Most recent treasurers financial report
 - 4) Most recent bank statement

Are two signatures required on disbursements? Yes No By-laws reviewed annually? Yes No

Member meetings held how often? as needed / 2x seas Executive meetings held how often? monthly

As officers, we hereby agree to abide the By-Laws of our organization, attend annual district-provided Parent Support Group training, and follow the district's Guidelines For Operation And Financial Responsibility while we strive to improve our children's educational opportunities where support is needed.

Jane Morrison 8-7-22
Signature Date

[Signature] 8/7/22
Signature Date

Jeff Brunet 8/7/22
Signature Date

[Signature] signed electronically
Signature Date

Site Administrator's Approval: [Signature]
Signature

11/17/22
Date

For district use: Finance Department recommendation: approval
Governing Board Agenda date: 12/6/22

**AMPHITHEATER PUBLIC SCHOOLS PARENT SUPPORT ORGANIZATIONS
ANNUAL APPLICATION FOR GOVERNING BOARD APPROVAL**

School Year 2022-2023

Name of Organization IRHS Softball Booster

School Ironwood Ridge High Sch

Related Student Organization or Club _____

Taxpayer I.D. 47-4250602

OFFICERS:

Name: Marissa Aguirre

Name: Sylvia Barney

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 07-01-21

Date taking office: 07-01-21

Name: Lissa Medrano

Name: Lisa Barriga

Office Held: Secretary

Office Held: Vice President

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 07-01-21

Date taking office: 07-01-22

FOR ADDITIONAL OFFICERS, PLEASE ADD A SEPARATE, ATTACHED SHEET.

- Formal Non-Profit Please Attach:
- 1) Articles of Incorporation (*first year only*)
 - 2) I.R.S. Determination Letter (*first year only*)
 - 3) Annual budget, goals and objectives
 - 4) Current operating by-laws
 - 5) Last fiscal year AZ Corporation Commission Annual Report
 - 6) Last fiscal year I.R.S. Form 990 Annual Report
 - 7) Most recent treasurers financial report
 - 8) Most recent bank statement

- Informal Non-Profit Please Attach:
- 1) Annual budget, goals and objectives ✓
 - 2) Current operating by-laws ✓
 - 3) Most recent treasurers financial report
 - 4) Most recent bank statement ✓

Are two signatures required on disbursements? Yes No By-laws reviewed annually? Yes No

Member meetings held how often? Monthly beginning September Executive meetings held how often? 2x and as needed

As officers, we hereby agree to abide the By-Laws of our organization, attend annual district-provided Parent Support Group training, and follow the district's Guidelines For Operation And Financial Responsibility while we strive to improve our children's educational opportunities where support is needed.

Signature: [Signature] Date: 9/26/22
 Signature: [Signature] Date: 9/26/22

Signature: [Signature] Date: 9/26/22
 Signature: [Signature] Date: 9/26/22

Site Administrator's Approval: _____
 Signature: [Signature] Date: 11/22/22

For district use: Finance Department recommendation: approved
 Governing Board Agenda date: 12/16/22



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

DATE OF MEETING: December 6, 2022

TITLE: Approval of Disposal of Surplus Property via PublicSurplus.com

BACKGROUND:

With Governing Board approval, the Administration will sell via an Internet-Based Online-Sale the following surplus property:

<u>Description</u>	<u>Quantity</u>
Computer carts	3
Floor Scrubber	2
Projectors	50
Floor Buffer	1
Apple IPADS	6
Exercise Equipment (leg/arm curl)	2
Scanjet	1
Laserjet copier	1
HP Desktop PC	1

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve the disposal of surplus property at a competitive Internet-Based Online-Sale via PublicSurplus.com.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: November 29, 2022

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: December 6, 2022

TITLE: Authorization to Establish a Bank Account for Payroll Clearing

BACKGROUND:

Arizona Revised Statutes 15-1221 allows Governing Boards to establish a clearing bank account to deposit monies for the purpose of making payroll direct deposit payments. The account will be a clearing account maintaining a zero balance and shall not accumulate funds except for any account interest balances which will be transferred to the maintenance and operation fund at the end of the fiscal year.

The new account will replace the previous account that will be renamed "Electronic Payment Clearing~~ing~~ Account". These changes are being made at the suggestion of our auditors.

The district will have Clifford Wadhams (Senior Accountant) and Scott Little (CFO) as authorized users of the account.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve the establishment of this account for the purposes of electronic payments.

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: December 1, 2022

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

Todd A. Jaeger, J.D., Superintendent

AMPHITHEATER PUBLIC SCHOOLS
DISTRICT CHECKING ACCOUNTS
2022-2023

Revised 12/01/22

<u>OPERATING ACCOUNT</u>	<u>Well Fargo Bank ACCOUNT #</u>	<u>AUTHORIZED SIGNATURES</u>
Operating Sweep Account	052-9786493	Scott Little
Flexible (FSA) Transfers In & Out	052-9786485	Clifford Wadhams
Electronic Payment Clearing Acct (formerly Direct Deposit)	674-4101186	Casie Curtis
Clearing In & Out	408-4002182	Rebecca Hout
District Tax Credit Clearing	700-0388392	Vanessa Rivera
Payroll Clearing Account	TBD	Scott Little
		Clifford Wadhams
Food Service In & Out	052-9787038	Scott Little
Food Service Revolving Account	072-8892605	Clifford Wadhams
		Ernestina Wahlmeier
District Revolving Account	052-9786477	Scott Little
		Clifford Wadhams
		Casie Curtis
		Rebecca Hout
Amphi Schools FBO Individual EPARS Participants	2000045003743	Scott Little
TSA Consulting Group Inc		Clifford Wadhams
Benefits Account	453-9601887	Christopher McDoniel
Health Savings Account		
District Auxiliary Activities	409-4801180	Scott Little
District Student Activities	408-4101180	Clifford Wadhams
		Rebecca Hout
		Casie Curtis
Amphi High Auxiliary Activities	072-8501321	Scott Little
Amphi High Student Activities	072-8504242	A.J. Malis
		Glenda Arffa
		David Humphreys
		Vanessa Harding
CDO High Auxiliary Activities	052-9786469	Scott Little
CDO High Student Activities	052-9792012	Tara Bulleigh
		Brent Spencer
		Marco Dominguez
		Amanda Magelli
		Geneva Carry Robinson
Ironwood Ridge High Auxiliary Activities	612-2124529	Scott Little
Ironwood Ridge High Student Activities	052-9789935	Orante Jenkins
		Kristie Stevens
		Terri Amonson
		Patricia Harris
		Joan Ferell



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

DATE OF MEETING: December 6, 2022

TITLE: Approval of the 2022-2023 District 301 Plan

BACKGROUND:

The Arizona Department of Education requires that each district Governing Board approve a District Classroom Site Fund Pay for Performance Compensation Plan by December 31st of each year. ARS 15-977 requires that the plan comply with fourteen key elements to obtain approval. The plan for 2022-2023 has very minor changes from the previous year. These updates include; date and year changes, and updating language in some areas.

The updated District 301 Plan for 2022-2023 is attached for review and approval. Changes are indicated in red font.

RECOMMENDATION:

This information is provided for Governing Board's approval.

INITIATED BY:

Tassi Call

Tassi Call, Associate Superintendent for Elementary Education K-5

Date: November 28, 2022

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent



Katherine Hoffman
Superintendent of
Public Instruction

Submission Guidelines for Classroom Site Fund Pay for Performance Compensation Plan

School District: AMPHITHEATER UNIFIED SCHOOL DISTRICT #10

Fiscal Year: **2022-2023**

- 1. Briefly summarize the district performance and school performance(s). Include evidence of your findings. Suggested evidence might include: national performance assessments, district performance assessments, building performance assessments, classroom formative and summative assessments.**

The Amphitheater plan includes student performance results on a site selected method of summative assessment in the targeted academic area for that school (e.g., NWEA MAP testing in math or reading, Amira, etc.). The formative assessment for this plan is in the form of a site selected student engagement goal and assessment. Teachers and administrators at each site determine the academic focus areas and the focus area for student engagement based upon analysis of data from the previous year. The results of State testing in the area of reading or math is utilized for Goal II. The 2021 Arizona Academic Standards Assessment (AASA) results will be used for the payout for Goal II. The 301 Site Plan aligns with the school's improvement plan and the district continuous improvement plan. School improvement plans are submitted to the Arizona Department of Education through ALEAT.

Our District 301 Plan is made up of three components: Goal IA, addressing student engagement; Goal IB addressing a site selected method of assessing student academic performance; and Goal II addressing student results on State testing in either reading or mathematics. Further description of these goals are included below:

Goal IA: Each school will develop a student engagement goal and select an appropriate method of assessment. Student engagement goals may address, but not be limited to: attendance, tardiness, dropout rate, suspension rate, graduation rate, office referrals, number of students passing Advanced Placement exams, increase in the number of students involved in extracurricular activities, increased use of critical thinking instructional strategies, classroom engagement during instruction, etc.

Sample goals:

- Students will show evidence of observable student engagement behaviors during classroom activities as measured by the 'Effective Learning Environments Observation Tool' (ELEOT) from the Cognia (AdvancED) accreditation system.
- (SCHOOL NAME) students will maintain or exceed their participation in extra-curricular offerings or in-class participation in any of the following activities: 21st century clubs, tutoring, band, O.M., reading, math, science family/teacher nights, interactive field trips and /or by participating in a production or a computer simulation during the **2022-2023** school year. This will be measured by attendance records in extracurricular activities from fall to spring as well as participation surveys. The surveys will be given to each student attending (SCHOOL NAME) by their classroom teacher at the beginning and end of the **2022-2023** school year.

Goal IB: Each school will establish a student achievement goal and an appropriate approved assessment to measure student progress toward that goal. The goal must be met at ⁷⁵an 80% or higher level.

Sample Goal:

- Our goal is that 80% of continuously enrolled students at ___ School will exhibit Fall-to-Spring RIT growth on the MAP level tests that are within one and a half standard deviations from the national norm growth expectation in the Reading Strand of Comprehending Informational Text. For grades K-1 who do not take the MAP Level Testing, our goal is that 80% of our continuously enrolled students will exhibit gains on the district-approved Amira testing measured from fall to spring.

Goal II: Each school selects a core content area from the ASSA. The school must have at least 75% of the students maintaining or exceeding their level of performance from the previous year to receive the full pay out.

- 2. Provide evidence of measures of academic progress included in the plan that supports the Arizona Academic Standards. Suggested evidence might include: summative assessments, criterion-referenced tests, performance assessments, school-wide assessments, and formative and summative assessments.**

The ASSA results are utilized to determine teacher success with Goal II. The ASAA is closely aligned with the Arizona College and Career Readiness Standards. All of the site selected methods of assessment are also tied closely to the Arizona College and Career Readiness Standards. For Goal I, schools select a method of assessment to monitor growth. Most all elementary, middle schools and **high schools** choose the NWEA MAP test in the area of Reading or Math for this section. Amira is chosen by several schools for grades K and 1.

- 3. Are there any other measures of academic progress used within the Pay for Performance Plan? For example: report cards, progress reports, formative and summative assessments.**

Each school chooses a site selected method of assessing student achievement. The choices most often made at the schools include:

Student Engagement Assessment Examples	Student Achievement (Formative and Summative) Examples
<ul style="list-style-type: none"> • Student progress on report cards or progress reports • Increase in actual student engagement in classroom activities as measured by peer or administrative observation • Student engaged time on reading, writing or math activities • Increases in student engagement in extracurricular activities 	<ul style="list-style-type: none"> • NWEA Measures of Academic Progress (at some sites) • Amira (at some sites) • School-wide assessments at each high school (Reading, math or writing) • Everyday Math and/or HMH Into Reading assessments

- 4. Briefly discuss dropout and/or graduation rates if they are used in the district performance plan. If they are not used, provide a rationale as to why they are not.**

Each high school examines their drop out or graduation rate as a component of Goal IA and will document the methods and/or activities they employ to reduce dropout rates or increase graduation rates. This discussion and analysis takes place at the time that the school plan is developed.

- 5. Briefly discuss attendance rates within the district/school if they are used in the district performance plan. If they are not used, provide a rationale as to why they are not. The intent of this element is student attendance rates NOT teacher attendance rates.**

Each school will examine attendance rates and will document methods and/or activities they employ to increase attendance rates. Our attendance rates, in general, are quite good district-wide. Where attendance rates are below 95%, schools are addressing the issue with incentives and parent education. Some site plans directly address attendance rate if the rate is below 95%.

- 6. Does the district plan include rates of school quality by parents? Suggested evidence would be district or school-wide parent surveys and a plan for survey analysis. If they are not used, provide a rationale as to why they are not.**

A parent climate survey is given each year to gather parent perceptions of the quality of their child's school. The survey results are utilized in the formation of the school improvement plan. The 301 Site Plan is in alignment with the school improvement plan. The Amphitheater School District utilizes the parent version of the AdvancED survey annually. This is a component of our systems accreditation. The survey data is utilized, in part, to determine the performance of each school and each teacher in the "Group A" category for teacher evaluation. As the teacher evaluation "label" is now a part of the pay out, and we utilize parent surveys as a portion of the overall rating, we meet this criteria.

- 7. Does the district plan include rates of school quality by students? Suggested evidence would be district or school-wide student surveys and a plan for survey analysis. If they are not used, provide a rationale as to why they are not.**

Each school has the option of including ratings of school quality by students as a portion of the school engagement goal, Goal IA. The parent climate survey includes questions that directly address the student perceptions of the quality of their school. The AdvancED surveys, administered annually, include survey participation for students at all levels K-12.

- 8. In the development of the plan, were teachers and administrators included in the process? If so, provide a brief summary of their role.**

Teachers and administrators designed the Amphitheater 301 Performance Pay Plan in its entirety. Both teachers and administrators serve on the "301 Oversight Committee". Further, each school develops their own 301 Site Plan. The development of the plan at the school level is led by one or more teachers and involves a committee of teachers at each school. Every staff member has an opportunity to provide input to the plan and adjustments are made accordingly. Each school administrator oversees the 301 Site Plan process and provides input as needed. A 301 Contact person is appointed at each school. They are responsible for writing the site plan, coordinating participation and reporting results. After the plan is written, each participant signs an agreement form. This form serves as the required "vote". Each school sends one or more representatives to a plan writing training annually. These representatives share information with all teachers at their site.

- 9. Was the approval of the plan based on an affirmative vote of at least 70% of the teachers eligible to participate in the performance plan? If so, provide evidence of this. If not, provide a rationale as to why this was not included.**

The Amphitheater Governing Board held a Public Hearing on the Performance Pay Plan on April 11, 2006. At that time the Governing Board approved a waiver of this requirement. The rationale for the waiver was that teachers were, and continue to be, actively involved in the development and implementation of the 301 Site Plans. Plan approval occurs at each site every year. Each participant signs a participation agreement form. This serves as documentation of

the "vote" on the plan. District-wide, participation in 301 Site Plans is between 98%-100% annually. This has been consistent over time.

10. Summarize the appeals process for teachers who have been denied performance based compensation. If there is not an appeals process, provide a rationale as to why there is not one.

Each school shall have the opportunity to appeal from situations in which the school does not attain its Goal I and/or its Goal II. Appeals shall be based upon extenuating circumstances which substantially interfered with or precluded a school from attaining the goal(s). Appeals shall be in writing and must be demonstrated and supported by data and rationale. Appeals will be reviewed and determined through the following process.

a. The written appeal request will be submitted to the District's Performance Pay Office within ten (10) workdays of notification to the school of the level of attainment achieved by the school under Goal I and Goal II. The appeal request shall include, at a minimum:

- i. A general explanation of the basis for the appeal;
- ii. Data supporting the appeal and demonstrating extenuating circumstances that *substantially interfered with or precluded* a school's achievement of a goal(s) under the 301 Plan;
- iii. The school's requested solution; and
- iv. Rationale for the requested solution, related to the data.

b. The District 301 Oversight Committee shall meet and review the written appeal and shall make a recommendation to the Associate Superintendent for approval or denial based upon the data and rationale presented in the appeal. In addition to the criteria stated above, the committee shall also consider the following additional factors in making its recommendation:

- i. Evidence the school made significant progress toward the goal;
- ii. Validity of the stated reason for not completely meeting the goal(s);
- iii. The extent to which extenuating circumstances were unforeseeable and directly impacted the school's achievement of the goal(s);
- iv. The school's interventions or efforts in response to the extenuating circumstances; and
- v. Interests of consistency and fairness for all schools.

c. The 301 Oversight committee shall submit a written recommendation and rationale to the Associate Superintendent, who shall have the discretion to make the final determination of the appeal after considering the recommendations of the 301 Oversight Committee. The Associate Superintendent shall notify the principal of the decision on the appeal.

d. The decision of the Associate Superintendent shall be final and is not subject to further appeal or grievance.

The plan also includes a provision that teachers who have been recommended for non-renewal for inadequate classroom performance are not eligible for monies from the performance-based plan. Non-renewal would be recommended based on administrative evaluation of classroom performance. District policy states that the results of any evaluation which would result in a loss of income may be appealed. The appeal procedures are available in the district policy manual.

11. Does the district plan include a method to evaluate its effectiveness? If so, provide details of it. If not, provide a rationale as to why there is not an evaluation of the district plan.

A 301 Oversight Committee made up of a) four (4) district administrators, b) a representative from the Amphitheater Education Association, and c) three (3) certified staff members, one from each corresponding feeder pattern who serve as the main evaluators of the 301 Plan effectiveness. While the design, implementation, and evaluation of each plan will occur at the site level, the Oversight Committee reviews plans and make recommendations to the superintendent for approval and reviews results presented by the schools to determine whether or not schools have met their goals. The purpose of the Oversight Committee will be to monitor adherence to statutory requirements of the Performance-Based Compensation portion of Proposition 301, to monitor accountability and consistency between plans, to disseminate information, and make recommendations to modify the performance-based plan.

All sites submit their plan for Oversight Committee review by mid-October each year. The committee provides feedback to the school representatives for plan improvements as needed. The committee meets again to review all site plan results and evaluates the effectiveness of the site activities and efforts. Quantitative evaluation criteria are in place to ensure consistency. The pay for performance coordinator oversees the implementation of the district 301 plan and makes recommendations to senior staff with regard to plan effectiveness.

12. Provide a summary of the professional development programs that are aligned with the elements of the district performance-based compensation system.

A 301 Site Plan Writing Workshop is held for school coordinators each year. The training includes information on how to write measurable goals and how to develop site plans which are relevant, meaningful and meet the requirements of Arizona State Law.

As a part of the 301 Site Plan, schools are required to submit a site specific professional development plan which aligns with their plan goals. Time is set aside at each school every year for development activities which prepare teachers with strategies and methods that will be necessary to meet the goals set forth by the plan. Each school site has designated "early out" days with scheduled professional development. Since 301 Plans and School Improvement Plans are aligned, the professional development is designed with both plans in mind. Each school site provides a detailed professional development plan and calendar to the School Operations office each year.

13. Provide documentation to show how classroom site fund dollars are allocated.

Classroom Site Fund: 011-Base Salary (20%)

This portion of the fund is used to increase the base salaries of teachers.

Classroom Site Fund: 012-Performance Pay (40%)

This fund pays the performance pay to teachers each year based on the school site plan. Schools develop a plan which includes an engagement goal and a goal with a site-based assessment measure. In addition, a goal is written to address one of the areas of the AASA.

Classroom Site Fund: 013-Other (40%)

This category gives the district some discretion on how to utilize the funds in the best interest of the needs of students. The option that Amphitheater has chosen this year is:

- **Teacher Salaries**

Overall: 100% of the revenues received for 301 by Amphitheater have gone directly to teachers in the form of performance pay and base salary.

Distribution: Fund 011 and 013 are currently built in to the teacher’s regular contracted salary amounts. Fund 012, the performance pay element, is distributed to participating teachers in a lump sum payment in late October or early November of every year. It is based on the school-based 301 plan results from the previous school year. All participants in the plan from the previous school year are paid regardless of their status with the district in October or November (e.g., retired, resigned, etc.). The amount of the payout varies each year based on the accumulation of the fund. The entire fund is distributed according to the degree of accomplishment of the school plan. The 301 Oversight Committee reviews all results of the plans in September of each year prior to making recommendations to the Governing Board for pay out approval. The distribution of the performance pay for 2021-2022 occurred on **September 30, 2022**.

14. Explain how the performance plan is tied directly to the classroom performance of individual teachers.

Individual teachers play a key role in the success of students on site based methods of assessment and on the final results of all standardized testing. Our current Amphitheater Teacher Performance Evaluation System requires each teacher to examine student data, utilize appropriate assessment techniques and complete long-term plans as a regular expectation for their job. Assessments utilized in the plan (i.e., NWEA MAP testing, Amira) are disaggregated to the individual teacher level and examined. Goal IA, the School Engagement Goal, requires every teacher to gather data to document progress toward the site specific goal. This data is analyzed at the end of the year and stored at each school site. Individual teachers must all contribute to their 301 Site Plan in order to participate and receive performance compensation. Although the 301 payout is linked to the results of the whole school, each teacher is fully engaged in the process. Specialist teachers submit statements detailing their contribution to the site 301 Plan.

The performance classifications of teachers are utilized to determine 33% of the performance pay. Since the full amount of the pay varies by year due to fluctuations in sales tax revenue, the actual dollar amount of this portion of the pay will vary from year to year.

The performance classifications and the percentage of the overall available dollars attainable that will make up the 33% is as follows:

- Highly Effective Performance Classification: 100% of the available funds
- Effective Performance Classification: 95% of the available funds
- Developing Performance Classification: 85% of the available funds
- Ineffective Performance Classification: \$0

Example:

Total Amount Available Per Participant: \$2500

33% of the total amount: \$825

Highest amount available to a teacher designated as Highly Effective: \$2500

Highest amount available to a teacher designated as Effective: \$2458.75

Highest amount available to a teacher designated as Developing: \$2376.25

Highest amount available to at teacher designated as Ineffective: \$0

67% of the total performance pay available would be paid out based on the results of the school plan.

Amphitheater Unified School District
301 Performance Pay Plan 2022-2023

Overview

This document describes the implementation of Performance-Based Compensation as a result of Proposition 301 for Amphitheater Public Schools. Amphitheater will implement site-based plans designed to target student achievement and student engagement and to provide teachers with professional development in support of the goals of each plan. Participation will be optional and made available to all employees who meet the statutory requirements. Although the plan will focus at the site level, compensation, consistency, accountability, and conformity with statutory requirements will occur at the district level.

Rationale

It is the goal of the Amphitheater School District that the implementation of this program and any revenues received be focused directly on student achievement, student engagement, professional development, and established district/site continuous improvement plans.

The Amphitheater Performance-Based Plan (301) requires individual sites to develop and implement plans that meet the specific needs of the students attending that school. The development and implementation of each site plan will result from collaboration of all participating employees. Each eligible participant will agree to the plan each year by signing a participation agreement. Participants can withdraw at any time. This agreement will serve as the required "vote". Participants at the site will establish a means for documenting individual participation. However, the site plan will be designed in such a manner that the results are documented on a school-wide basis.

While the design, implementation, and evaluation of each plan will occur at the site level, an Oversight Committee will review plans and make recommendations to the superintendent for approval. The purpose of the Oversight Committee will be to monitor adherence to statutory requirements of the Performance-Based Compensation portion of Proposition 301, to monitor accountability and consistency between its plans, to disseminate information and make recommendations to modify the performance-based plan.

Eligibility

Participation will be open to all certified and classified employees who meet the statutory requirements. Participation is optional, with only those participating being eligible for additional compensation from the State funding for this plan. Itinerant employees shall identify one site for their participation in the Performance-Based Compensation Plan.

Employees will acknowledge their choice of participation in the Performance-based Compensation Plan by written affidavit by the Friday before Fall Break when site plans are due. A signature agreeing to participate in the plan will serve as a "vote" in favor of the plan. Employees will not be permitted to join the performance-based compensation plan during the course of the year unless newly hired or special circumstances occur as approved by the coordinator of the Pay for Performance Plan. Employees joining the plan late will receive prorated compensation based on their start date. Employees after the start of the spring semester, however, will not be eligible for the plan until the next fiscal year.

An employee's annual evaluation should not be affected by their decision regarding participation in the performance pay plan.

Employees who have been recommended for non-renewal for inadequate classroom performance, unprofessional conduct or **break their contract** during the current year are not eligible for monies from the performance-based plan.

Compensation

With the intent of equalizing the performance-based compensation for each participating employee, the total funds allocated to the district will be adjusted at the district level at the end of the academic (fiscal) year to assure that participating employees with equal achievement receive equal compensation.

Attainment of Goal IA and Goal IB will result in qualifying teachers receiving 60% of the allocated performance dollars. Attainment of Goal II will result in teachers receiving 40% of the allocated performance dollars. In cases where achievement is less than the goal, compensation will be on a prorated basis. Compensation will be computed on a percent mastery rate achieved towards the goal. Attainment of both Goal I A&B and Goal II will result in qualifying teachers to receive 67% of the allocated performance dollars. Pursuant to ARS 15-977, the Amphitheater District 301 Plan will include the requirement that 33% of the available funds for performance pay be based on the Amphitheater Teacher Performance Evaluation System (ATPES) performance classification of the teacher (e.g., Highly Effective, Effective, Developing, Ineffective).

Teachers who are involved for the first time will receive their sign on compensation of up to \$600 at the same time as returning teachers receive their pay for performance monies. **Approved classified staff will receive compensation of up to \$500 at the 301 pay out.** Actual compensation amounts are determined by revenue received from the state, number of participants, and the number that are successful.

Pay for performance will be based on the percentage of the employee's FTE. For example, a 2/5 employee is eligible to receive 40% of the allocated dollars for performance.

Upon successful completion of the program, qualifying employees of Amphitheater Public Schools will receive Goal I, Goal II and performance classification compensation after the District has received and analyzed applicable test data from the preceding year. The time required for analysis and processing of program results is varies dependent upon the receipt of assessment data. Goal I and/or Goal II compensation will also be made to former employees who have retired from the District prior to receipt of test data. Notwithstanding their retirement status, retirees shall receive their compensation at the same time as payment to current employees. Participants who have left the District are eligible to receive 301 monies. It is the employee's responsibility to provide an accurate address. Checks returned to the district will be held for one year in the finance office.

Structure of the 301 Site Plan

Every school submits a 301 Site Plan each year consisting of the following components:

1. Purpose of the Site Plan: *(identify targeted student achievement in **one** core content area)*

2. Rationale of the Site Plan:

(Explain the specific needs of your student population and address the benefits of the site plan)

- **School Engagement/Culture of Involvement** *(one or two areas)*

3. Planning Committee has reviewed attendance rate (ALL SCHOOLS) and drop out or graduation rate (HS) as a consideration in the creation of this plan. YES

Attendance Rate from previous year _____

Graduation Rate _____ OR

Drop Out Rate _____

4. Planning Committee has reviewed Parent Climate Surveys as a consideration in the creation of this plan. YES Focus Area (if applicable) _____

5. Goal I, Part A: School Engagement/Culture of Involvement

*(Goal statement, site chosen measure(s), include **all** students, document growth)*

6. Goal I, Part B: Site Method of Student Achievement Assessment

*(Goal statement, address **one** core content area, district-approved assessment(s), continuously enrolled students, 80% achievement)*

7. Goal II: Arizona Academic Standards Assessment (AASA) or ACT

*Goal Statement: In grades 3-8, 75% of all continuously enrolled students will maintain or exceed the AASA scale score from the prior year in core content area of **English Language Arts or Math**. In grades 10-11 all continuously enrolled students will maintain or exceed the ACT from the prior year in core content area of **English Language Arts or Math**.*

Reporting Results

Each school must submit a report at the end of the school year. The Oversight Committee reviews the reports and the data analysis for Goal II and makes recommendations for the payout. The contents of the report are as follows:

Amphitheater 301 Performance Pay Plan Results
School:

1. Goal I, Part A: School Engagement

- Restate Goal

- Pre-assessment Data Results
- Post-assessment Data Results
- Goal Met _____YES _____NO _____Partially

2. Goal I, Part B: **NWEA Map Data**
Reading _____ Math _____

3. Goal II: Arizona Academic Standards Assessment (AASA) **or ACT**
Reading _____ Math _____

*This analysis is completed by the district data department and presented to each school.

The following section addresses each plan element addressed by the Arizona Performance Based Compensation Task Force Rubric:

1. Inclusion of district and school performances

The Amphitheater plan includes student performance results on a site selected method of summative assessment in the targeted academic area for that school (i.e., NWEA MAP testing in math or reading, developmental reading assessments, writing assessments, etc.). Each site also selects a student engagement goal and assessment. The formative assessment for this plan is in the form of a site selected student engagement goal and assessment. Teachers and administrators at each site determine the academic focus area and the focus area for student engagement. Their selection is based upon analysis of data from the previous year. The results of AASA and ACT testing are utilized for Goal II. The school chooses ELA or Mathematics. The 301 Site Plan aligns with the school's improvement plan.

Goal IA: Each school will develop a student engagement goal and select an appropriate method of assessment. Student engagement goals may address, but not be limited to: attendance, tardiness, dropout rate, suspension rate, graduation rate, office referrals, number of students passing Advanced Placement exams, increase in the number of students involved in extracurricular activities, etc.

Goal IB: Each school will establish a student achievement goal and an appropriate approved assessment to measure student progress toward that goal. The goal must be met at an 80% or higher level.

Goal II: AASA and ACT results will be used to determine the compensation for Goal II.

Inclusion of academic progress toward academic standards adopted by the state board of education

Previously, AIMS test results were utilized to determine the payout for "Goal II" of the Amphitheater plan. We are transitioning to using the results from the AASA and ACT. All of the site selected methods of assessment for Goal I are tied closely to the Arizona Career and College Readiness Standards.

2. Inclusion of other measures of academic progress

Schools have the option of including report cards and progress reports as a part of their Student Engagement Goal. Each school chooses a site selected method of assessing student achievement. The choices most often made at the schools include:

Student Engagement Assessment Examples	Student Achievement (Formative and Summative) Examples
<ul style="list-style-type: none"> • Student progress on report cards or progress reports • Increase in actual student engagement in classroom activities as measured by peer or administrative observation • Student engaged time on reading, writing or math activities • Increases in student engagement in extracurricular activities 	<ul style="list-style-type: none"> • NWEA Measures of Academic Progress (at some sites) • Amira (at some sites) • Developmental Reading Assessment • School-wide assessments at each high school (Reading, math or writing) • Curriculum series benchmark assessments (e.g., Everyday Math, HMH, Into Reading, etc.)

3. Inclusion of dropout or graduation rates

Each high school will analyze their drop out or graduation rate as a component of Goal IA and will document the methods and/or activities they employ to reduce dropout rates or increase graduation rates.

4. Inclusion of attendance rates

Each school will examine attendance rates and will document methods and/or activities they employ to increase attendance rates.

5. Inclusion of rates of school quality by parents

The parent survey is given each year to gather parent perceptions of the quality of their child's school. The survey results are utilized in the formation of the school improvement plan as needed. The 301 Site Plan is in alignment with the school improvement plan. Amphitheater School District completed the AdvancED accreditation process during the 2018-2019 school year and received system accreditation. We have utilized the AdvancED surveys annually. Parent surveys are included in this process.

6. Plan includes rates of school quality by students

Each school has the option of including indicators of school quality by students as a portion of the school engagement goal, Goal IA. The student survey includes questions that directly address the student perceptions of the quality of their school. Amphitheater School District completed the Cognia (formally AdvancED) accreditation process during the 2018-2019 school year and received system accreditation. We are utilizing the Cognia surveys annually. Student surveys were included in this process.

7. Input from teachers and administrators

Teachers and administrators designed the Amphitheater 301 Performance Pay Plan in its entirety. Both teachers and administrators serve on the 301 Oversight Committee. Further, each school develops their own 301 Site Plan. The development of the plan is led by one or more teachers and involves a committee at each site. Every staff member has an opportunity to provide input to the plan and adjustments are made accordingly. Each school administrator oversees the 301 Site Plan process and provides input as needed. Upon completion of the plan, each participant signs an agreement form. This form serves as the required "vote".

8. Approval of the plans based on an affirmative vote of 70% of eligible teachers

The Amphitheater Governing Board held a Public Hearing on the Performance Pay Plan on April 11, 2006. At that time the Governing Board approved a waiver of this requirement. The rationale for the waiver was that teachers were, and continue to be, actively involved in the development and implementation of the 301 Site Plans. Plan approval occurs at each site every year. Each participant signs a participation agreement form. This serves as documentation of the "vote" on the plan. District-wide, participation in 301 Site Plans is consistently between 97% and 100%.

9. Appeals process

Each school shall have the opportunity to appeal from situations in which the school does not attain its Goal I and/or its Goal II. Appeals shall be based upon extenuating circumstances which substantially interfered with or precluded a school from attaining the goal(s). Appeals shall be in writing and must be demonstrated and supported by data and rationale. Appeals will be reviewed and determined through the following process.

a.. The written appeal request will be submitted to School Operations within ten (10) workdays of notification to the school of the level of attainment achieved by the school under Goal I and Goal II. The appeal request shall include, at a minimum:

- v. A general explanation of the basis for the appeal;
- vi. Data supporting the appeal and demonstrating extenuating circumstances that *substantially interfered with or precluded* a school's achievement of a goal(s) under the 301 Plan;
- vii. The school's requested solution; and
- viii. Rationale for the requested solution, related to the data.

b. The District 301 Oversight Committee shall meet and review the written appeal and shall make a recommendation to the Associate Superintendent for approval or denial based upon the data and rationale presented in the appeal. In addition to the criteria stated above, the committee shall also consider the following additional factors in making its recommendation:

- vi. Evidence the school made significant progress toward the goal;
- vii. Validity of the stated reason for not completely meeting the goal(s);
- viii. The extent to which extenuating circumstances were unforeseeable and directly impacted the school's achievement of the goal(s);
- ix. The school's interventions or efforts in response to the extenuating circumstances; and
- x. Interests of consistency and fairness for all schools.

c. The 301 Oversight committee shall submit a written recommendation and rationale to the Associate Superintendent, who shall have the discretion to make the final determination of the appeal after considering the recommendations of the 301 Oversight Committee. The Associate Superintendent shall notify the principal of the decision on the appeal.

d. The decision of the Associate Superintendent shall be final and is not subject to further appeal or grievance.

Teachers who have been recommended for non-renewal for inadequate classroom performance are not eligible for monies from the performance-based plan. Non-renewal would be recommended based on administrative evaluation of classroom performance. District policy states that the results of any evaluation which would result in a loss of income may be appealed. The appeal procedures for individual teachers in this situation are available in the district policy manual.

10. Regular evaluation of effectiveness/committee membership structure

A 301 Oversight Committee made up of a) four (4) district administrators, b) a representative from the Amphitheater Education Association, and c) three (3) certified staff members, one from each corresponding feeder pattern will serve as the main evaluators of the 301 Plan effectiveness. While the design, implementation, and evaluation of each plan will occur at the site level, the Oversight Committee will review plans and make recommendations to the superintendent for approval and review results presented by the schools to determine whether or not schools have met their goals. The purpose of the Oversight Committee will be to monitor adherence to statutory requirements of the Performance-Based Compensation portion of Proposition 301, to monitor accountability and consistency between plans, to disseminate information, and make recommendations to modify the performance-based plan.

All sites submit their plan for Oversight Committee review by mid-October each year. The committee provides feedback to the school representatives for plan improvements as needed. The committee meets again to review all site plan results and evaluates the effectiveness of the site activities and efforts. Quantitative evaluation criteria are in place to ensure consistency. The pay for performance coordinator oversees the implementation of the district 301 plan and makes recommendations to senior staff with regard to plan effectiveness.

11. Inclusion of professional development programs that are aligned with the elements of the performance based compensation system

A 301 Site Plan Writing Workshop is held for school coordinators each year. The training includes information on how to write measurable goals and how to develop site plans which are relevant, meaningful and meet the requirements of Arizona State Law.

As a part of the 301 Site Plan, schools are required to submit a site specific professional development plan which aligns with their goals. Time is set aside at each school every year for development activities which prepare teachers with strategies and methods that will be necessary to meet the goals set forth by the plan. Each school site has designated "early out" days with scheduled professional development. Since 301 Plans and School Improvement Plans are aligned, the professional development is designed with both plans in mind. Each school site provides a detailed professional development plan and calendar to the School Operations office each year.

12. Allocation of funding according to the requirements A.R.S. 15-977

Classroom Site Fund: 011-Base Salary (20%)

This portion of the fund is used to increase the base salaries of teachers.

Classroom Site Fund: 012-Performance Pay (40%)

This fund pays the performance pay to teachers each year based on the school site plan. Schools develop a plan which includes an engagement goal and a goal with a site-based assessment measure. In addition, a goal is written to address one of the areas of the AASA.

Classroom Site Fund: 013-Other (40%)

This category gives the district some discretion on how to utilize the funds in the best interest of the needs of students. The option that Amphitheater has chosen this year is as follows:

- **Teacher Salaries**

Overall: 100% of the revenues received for 301 by Amphitheater have gone directly to teachers in the form of performance pay or base salary.

13. Requirements of the plan are based on the classroom performances of an individual teacher

Individual teachers play a key role in the success of students on site based methods of assessment and on the final results of all standardized testing. Our current Amphitheater Teacher Performance Evaluation System requires each teacher to examine student data, utilize appropriate assessment techniques and complete curriculum maps as a regular expectation for their job. Formative assessments utilized in the plan (i.e., NWEA MAP testing) are disaggregated to the individual teacher level and examined. Goal IA, the School Engagement Goal, requires every teacher to gather data to document progress toward the site specific goal. This data is analyzed at the end of the year and stored at each school site. Individual teachers must all contribute to their 301 Site Plan in order to participate and receive performance compensation. Although the 301 payout is linked to the results of the whole school, each teacher is fully engaged in the process. Specialist teachers submit statements detailing their contribution to the site 301 Plan.

Teachers Receiving Ratings of “1” on the Amphitheater Teacher Performance Evaluation System

Teachers who receive a rating of “1” on any indicator or whole domain of the ATPES will not receive performance pay for the period in which they were on a plan for improvement for the rating of “1”. Pay will be based on the percentage of days during the previous school year that the participant WAS NOT on a plan for improvement based on a "1" rating. If the participant was on a plan for improvement due to a rating of “1” for the entire previous school year, the participant will not be eligible for performance pay.

For the **2022-2023** District Plan, 33% of the available dollars for performance pay for a teacher will be based on the performance classification determined by the Amphitheater Teacher Performance Evaluation System (ATPES) as required by ARS 15-977. Since the full amount of the pay varies by year due to fluctuations in sales tax revenue, the actual dollar amount of this portion of the pay will vary from year to year. The classifications are and the percentage of the overall available dollars attainable that will make up the 33% are as follows:

Highly Effective Performance Classification: 100% of the available funds
Effective Performance Classification: 95% of the available funds
Developing Performance Classification: 85% of the available funds
Ineffective Performance Classification: \$0

Example:

Assuming a Total Amount Available Per Participant: \$2500

33% of the total amount: \$825
Highest amount available to a teacher designated as Highly Effective: \$2500
Highest amount available to a teacher designated as Effective: \$2458.75
Highest amount available to a teacher designated as Developing: \$2376.25
Highest amount available to at teacher designated as Ineffective: \$0

The results of each school plan will vary the amount of the remaining 67% of the total performance pay.



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

DATE OF MEETING: December 6, 2022

TITLE: Approval of New Courses for the 2023-2024 School Year

BACKGROUND:

Each year we bring requests for new courses to the Governing Board for approval. The proposal of new courses is in response to the needs and interests of students and represents an opportunity to diverse course offerings to further expand the options available to students.

Below is a list of the of the courses and the corresponding description that are recommended for approval.

Cross Middle School:

Introduction to American Sign Language: This course will expose students to the basic vocabulary and grammar for novice-level communication. Students will be able to introduce themselves, share personal information, and talk about their surroundings. Students will also learn about the culture, history, literature and art associated with the hearing impaired.

Ram's Choir: This course is specifically designed for students in Special Education. Students will learn proper vocal techniques that are involved in choral performances and have the opportunity to perform in front of audiences. Additionally, students enrolled in this course will focus on hearing musical differences and patterns, while learning to identify the different instruments by sound and sight.

Introduction to Theater: This class will cover basic theater skills needed to be a successful theater performer, tech, or viewer. We will learn and work on performance skills such as improv, script analysis, and acting as well as technical theater skills like prop, set, and costume creation and designing. We will also cover the basics of musical theater. Quarter 1 will focus on improv, basic acting technique and monologues and will end with auditions for a play. Quarter 2 will focus on learning the play as well as performing it. Quarter 3 will focus on set, costume, and prop design for the school's musical. Quarter 4 will focus on creating and collecting props, collecting costumes, and building and painting sets, as well as working as backstage help for the musical.

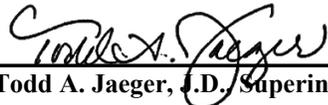
RECOMMENDATION:

This list is presented for the Governing Board's approval.

INITIATED BY:


Matthew Munger
Associate Superintendent for Secondary Education

Date: November 30, 2022


Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: December 6, 2022

TITLE: Approval of 2023-2024 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, however the first meeting of October and May are scheduled for the first Tuesday of the month to accommodate Fall Break and Graduation. These meetings include regular and special meetings as noted on the attachment. The 2023-2024 Governing Board meeting schedule for the Amphitheater School District is presented to the Board for approval.

RECOMMENDATION:

The Administration recommends that the 2023-2024 meeting schedule for the Amphitheater Governing Board be approved as presented.

INITIATED BY:

Jen Anderson, Executive Assistant to the Superintendent & Governing Board

Date: December 1, 2022

Todd A. Jaeger, *E.D.*, Superintendent

Amphitheater Governing Board 2023-2024 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>2023-2024</u>	<u>TYPE OF MEETING</u>
Tuesday, July 11, 2023 Tuesday, July 25, 2023	Regular Public Meeting Special Public Meeting
Tuesday, August 8, 2023 Tuesday, August 22, 2023	Regular Public Meeting Special Public Meeting
Tuesday, September 12, 2023 Tuesday, September 26, 2023	Regular Public Meeting Special Public Meeting
Tuesday, October 3, 2023 Tuesday, October 24, 2023	Regular Public Meeting Special Public Meeting
Tuesday, November 14, 2023 *	Regular Public Meeting
Tuesday, December 5, 2023 *	Regular Public Meeting
Tuesday, January 9, 2024 Tuesday, January 23, 2024	Organizational Public Meeting Special Public Meeting
Tuesday, February 13, 2024 Tuesday, February 27, 2024	Regular Public Meeting Special Public Meeting
Tuesday, March 12, 2024 Tuesday, March 26, 2024	Regular Public Meeting Special Public Meeting
Tuesday, April 9, 2024 Tuesday, April 23, 2024	Regular Public Meeting Special Public Meeting
Tuesday, May 7, 2024 Tuesday, May 28, 2024	Regular Public Meeting Special Public Meeting
Tuesday, June 11, 2024 Tuesday, June 25, 2024	Regular Public Meeting Special Public Meeting

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

For Governing Board approval 12-6-2022



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

DATE OF MEETING: December 6, 2022

TITLE: Approval of School Facilities Oversight Board (SFOB) Grant for La Cima Middle School Roof Assessment

BACKGROUND:

On November 1, 2022, the District submitted a School Facilities Oversight Board (SFOB) Grant request for a roof assessment at La Cima Middle School. The SFOB has approved this grant request on November 29, 2022, in the amount of \$6,854.00.

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

Grant Number: BRG-ASMNT-00876

Grant Amount: \$6,845.00

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFOB grant number BRG-ASMNT-00876 in the amount of \$6,845.00 for the roof assessment at La Cima Middle School and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:

Richard C. La Nasa, Executive Manager, Operational Support

Date: November 30, 2022

Todd A. Jaeger J.D., Superintendent

DIVISION OF SCHOOL FACILITIES

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, May 4, 2022

**TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM
BUILDING RENEWAL GRANT FUND**

School District:

School:

eCivis Award/Contract ID Number:

Project Title:

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Division of School Facilities (DSF) from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §41-5732, §41-5701, and §41-5702.

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. §41-5732 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 initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project may be considered to be abandoned if a purchase order has not been issued within four months of approval of funding. In such an instance, the project may be subject to administrative closeout and any monies awarded by the Division of School Facilities to the District may be returned to the fund.

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;
- 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. Compliance with any applicable Division of School Facilities Performance Specifications;
- f. Any award based on an estimate is subject to the Division of School Facilities approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- g. The Division of School Facilities 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 the performance period of the project may result in the delay of payments until the issue is corrected;
- h. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.

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 Division of School Facilities, the District shall return the unspent monies to the Division of School Facilities.

3.3 UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The Division of School Facilities 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 the Division to proceed. The Change Order is not considered executed until signed by the Division of School Facilities. 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. §41-5701.02.1.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the Division of School Facilities ('The Division' for the purposes of this Change Order is interchangeable with 'Division 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 Division of School Facilities 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.

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are limited to district funds, notwithstanding campus-wide required fire, life, safety systems.

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 the Division of School Facilities to proceed. The Change Order is not considered executed until signed by the Division of School Facilities. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without the Division of School Facilities approval, the Division of School Facilities 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 Division of School Facilities, and reimburse the Fund for

monies spent without proper authorization from the Division of School Facilities within thirty (30) days of being notified by the Division of School Facilities

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 Division of School Facilities as requested, and will cooperate with any evaluation of the grant and/or project as required by the Division of School Facilities. 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 Division of School Facilities 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 FINAL FINANCIAL REPORT AND PROJECT CLOSEOUT

The District shall complete a final financial report and project closeout for each project phase awarded before initiating an application for subsequent project phases. The District 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. Projects as a result of weather-related or other insurable incidences shall be

initiated by an insurance claim and partnerships reported.

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, Tribal Nations 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 - Division of School Facilities, the District shall be paid for all the allowable costs incurred prior to the date of termination, and only cost determined appropriate by the Division of School Facilities to de-mobilize the contractor from the work site, if applicable.

The payment of costs may be subject to audit verification by the Division of School Facilities 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 Division of School Facilities 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 Division of School Facilities 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 Division of School Facilities 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 Division of School Facilities 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 Division of School Facilities 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 Division of School Facilities 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 Division of School Facilities may enter into additional agreements with the District that authorize the District to utilize Division of School Facilities 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.

eCivis Award/Contract ID Number:

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)



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

DATE OF MEETING: December 6, 2022

TITLE: Approval of School Facilities Oversight Board (SFOB) Grant for Rillito Center Swimming Pool HVAC Repair

BACKGROUND:

On November 11, 2022, the District submitted a School Facilities Oversight Board (SFOB) Grant request to repair the swimming pool HVAC at the Rillito Center. The SFOB has approved this grant request on November 16, 2022, in the amount of \$6,999.59.

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

Grant Number: SFB-ERR-03437

Grant Amount: \$6,999.59

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFOB grant number SFB-ERR-03437 in the amount of \$6,999.59 for the swimming pool HVAC repairs at Rillito Center and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:

Richard C. La Nasa, Executive Manager, Operational Support

Date: November 28, 2022

Todd A. Jaeger, J.D., Superintendent

DIVISION OF SCHOOL FACILITIES

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, May 4, 2022

**TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM
BUILDING RENEWAL GRANT FUND**

School District:

School:

eCivis Award/Contract ID Number:

Project Title:

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Division of School Facilities (DSF) from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §41-5732, §41-5701, and §41-5702.

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. §41-5732 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 initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project may be considered to be abandoned if a purchase order has not been issued within four months of approval of funding. In such an instance, the project may be subject to administrative closeout and any monies awarded by the Division of School Facilities to the District may be returned to the fund.

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;
- 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. Compliance with any applicable Division of School Facilities Performance Specifications;
- f. Any award based on an estimate is subject to the Division of School Facilities approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- g. The Division of School Facilities 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 the performance period of the project may result in the delay of payments until the issue is corrected;
- h. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.

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 Division of School Facilities, the District shall return the unspent monies to the Division of School Facilities.

3.3 UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The Division of School Facilities 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 the Division to proceed. The Change Order is not considered executed until signed by the Division of School Facilities. 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. §41-5701.02.1.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the Division of School Facilities ('The Division' for the purposes of this Change Order is interchangeable with 'Division 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 Division of School Facilities 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.

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are limited to district funds, notwithstanding campus-wide required fire, life, safety systems.

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 the Division of School Facilities to proceed. The Change Order is not considered executed until signed by the Division of School Facilities. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without the Division of School Facilities approval, the Division of School Facilities 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 Division of School Facilities, and reimburse the Fund for

monies spent without proper authorization from the Division of School Facilities within thirty (30) days of being notified by the Division of School Facilities

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 Division of School Facilities as requested, and will cooperate with any evaluation of the grant and/or project as required by the Division of School Facilities. 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 Division of School Facilities 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 FINAL FINANCIAL REPORT AND PROJECT CLOSEOUT

The District shall complete a final financial report and project closeout for each project phase awarded before initiating an application for subsequent project phases. The District 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. Projects as a result of weather-related or other insurable incidences shall be

initiated by an insurance claim and partnerships reported.

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, Tribal Nations 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 - Division of School Facilities, the District shall be paid for all the allowable costs incurred prior to the date of termination, and only cost determined appropriate by the Division of School Facilities to de-mobilize the contractor from the work site, if applicable.

The payment of costs may be subject to audit verification by the Division of School Facilities 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 Division of School Facilities 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 Division of School Facilities 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 Division of School Facilities 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 Division of School Facilities 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 Division of School Facilities 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 Division of School Facilities 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 Division of School Facilities may enter into additional agreements with the District that authorize the District to utilize Division of School Facilities 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.

eCivis Award/Contract ID Number:

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)



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

DATE OF MEETING: December 6, 2022

TITLE: Approval of Out of State Travel

BACKGROUND:

STUDENTS

Christian Hill, Stacie Devaney, Alia Luing, Carlee Good, Matthew Lederhos, Jessica Caliva, Matt Hicks, Timothy Rosario, Karen Jones, Scott Little, and Matt Abney request permission to take 88 Wilson Middle School band, orchestra and choir students to Music in the Parks Festival Competition in Anaheim, California on April 27-30, 2023. Approximate cost of travel is \$46,670 and will be paid using tax credit and auxiliary funds.

BUDGET CODE KEY		
526.00.100.1001.6892.168.0000	Tax Credit	Classroom Instruction, Student Travel, Wilson
525.00.100.1001.6892.168.0000	Auxiliary	Classroom Instruction, Student Travel, Wilson
526.00.100.1001.6113.168.0000	Tax Credit	Classroom Instruction, Substitutes, Wilson

RECOMMENDATION:

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

INITIATED BY:

Matthew Munger
Associate Superintendent for Secondary Education

Date: December 1, 2022

Todd A. Jaeger, J.D., Superintendent

AMPHITHEATER PUBLIC SCHOOLS
STAFF/STUDENT TRAVEL REQUEST

Attach supporting documentation as needed

ORIGINAL SUBMISSION

THIS FORM SHOULD BE USED FOR ALL TRAVEL EXCEPT THAT TRAVEL WITHIN PIMA COUNTY OR A.I.A. SANCTIONED EVENT TRAVEL

SCHOOL: Wilson K-8

ESTIMATED NUMBER OF STUDENTS: 88

NAME OF SCHOOL GROUP/CLUB/ENTITY: Middle school band, orchestra and choir

STAFF ADVISOR(S)/CHAPERONES: Christian Hill, Stacie Devaney, Alia Luing, Carlee Good, Matthew Lederhos, Jessica Caliva, Matt Hicks, Timothy Rosario, Karen Jones, Scott Little, Matt Abney

ABSENCE: # Days 2 Sub Required: Yes No # of School Days Missed 2

ACTIVITY / EVENT / PURPOSE OF TRAVEL: Music in the Parks Festival Competition

DESTINATION OF TRAVEL: Anaheim, CA

DATES OF TRAVEL: April 27-April 30, 2023.

ACADEMIC BENEFITS TO STUDENTS: Wilson students will compete for a festival competition and receive ratings, awards and comments on how to improve their performance skills

Identify which characteristics of the Portrait of Graduate are specifically related to this event.

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Academic Content | <input checked="" type="checkbox"/> Caring | <input checked="" type="checkbox"/> Citizenship |
| <input checked="" type="checkbox"/> Collaboration | <input checked="" type="checkbox"/> Communication | <input checked="" type="checkbox"/> Creative Thinking |
| <input checked="" type="checkbox"/> Critical Thinking | <input checked="" type="checkbox"/> Problem-Solving | |

PROPOSED METHOD OF TRANSPORTATION:

District-owned vehicles

Transportation approval: _____

Charter Busses

Are expenses paid from any of the following accounts? Auxiliary Yes Tax Credits Yes Club Funds _____
Parent Organization _____

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration Disneyland for Music in Parks award ceremony.	<u>\$ 37,749</u> (all inclusive: hotel (day 2), transportation, admission to)	<u>526.00.100.1001.6892.168.0000</u>
Knotts Berry Farm Theme Park	<u>\$3,856</u>	<u>525.00.100.1001.6892.168.0000</u>
Transportation		
Meals	<u>Breakfast Complimentary at hotel. Students to pay on their own for lunch and dinner</u>	
Lodging	<u>\$4,505 (day 1)</u>	<u>525.00.100.1001.6892.168.0000</u>
Substitutes	<u>\$ 560.00</u>	<u>526.00.100.1001.6113.168.0000</u>
TOTAL	\$ 46,670.00	

WILL THE DISTRICT RECEIVE REIMBURSEMENT?

IF SO, SOURCE & AMOUNTS:

* PO must be submitted and approved *prior* to travel to qualify for reimbursement.

HOW ARE CHAPERONE EXPENSES PAID? Tax Credit Donations, Self Pay

COST TO EACH STUDENT \$ \$515 plus Students must pay for (2) lunches and dinners

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? Tax Credit Donations

FUNDING SOURCE(S): Tax Credit Donations, Parent Donations, Fundraising

FUNDRAISING ACTIVITIES PLANNED (If applicable):

MOD pizza fundraisers

The travel is necessary for the implementation of the project funding the travel.

SUBMITTED BY: Christian E. Hill 11/28/22
Signature Date

APPROVED BY: *Christine Sullivan* 11-30-22
Principal/Supervisor Date

[Signature] 11/24/2022
Associate Superintendent/Superintendent Date



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

DATE OF MEETING: **December 6, 2022**

TITLE: **Study of Proposed Recommendations Developed through the Meet and Confer Process for:**

- 1. Revisions to Governing Board Policy GDL (Support Staff Workload)**
- 2. Adding Regulation GDL-R and Annual Training of Supervisors to Address Working Condition Concerns Raised by Support Staff Employees**
- 3. Revisions to Governing Board Policy GCCA (Professional Staff Sick Leave)**
- 4. Revisions to the Budget-Neutral Leave Buy-Back Program for Classroom Teachers and Recommendation to Continue It as a Pilot Program in FY 22-23**
- 5. Revisions to Regulation GCK-R (Professional Staff Assignments and Transfers)**
- 6. Revisions to Governing Board Policy GCCH (Professional/Support Staff Bereavement Leave)**
- 7. Adding District Regulation GCCH-R**

BACKGROUND:

Representatives of the Amphitheater Education Association and the District Administration have met and conferred regarding policies and employee working conditions in accordance with the timelines set forth in Policy HD. The teams began with a joint survey of employees to gather input on matters to be discussed during the policy portion of meet and confer. They used this data to identify the specific employment policies and working conditions discussed by the meet and confer committee.

Support Staff Committee Recommendations

The support staff committee met on policies specific to support staff employees. This committee developed the following recommendations:

1. Revisions to Governing Board Policy GDL (Support Staff Workload)
2. Adding District Regulation GDL-R
3. Recommending the Associate Superintendents and Human Resources Manager coordinate to train supervisors on procedures for addressing pay for employees asked to work outside of their regular pay classification.

Their recommendations include changes designed to improve communication between departments to avoid employee burnout and facilitate discussions about other options for filling vacant positions by:

- Establishing processes that facilitate discussions about assigned job responsibilities between employees and their immediate supervisor,

- Clarifying procedures for support staff given additional responsibilities normally performed by a staff member whose position is currently vacant to qualify for overtime pay when needed, and
- Ensuring that the Human Resources Department is made aware of employees tasked to cover duties normally performed by a vacant position and/or an absent employee so that discussions can occur that may help avoid employee burnout to retain current employees.

A copy of this recommendation is attached to this agenda item as Exhibit A.

Professional/Certificated Committee Recommendations

The Professional/Certificated Committee met on policies specific to professional and certificated employees. This committee developed the following recommendations:

1. Revisions to Governing Board Policy GCCA (Professional Staff Sick Leave)
2. Revisions to the Budget-Neutral Leave Buy-Back Program for Classroom Teachers and continuing it as a Pilot Program in FY 22-23
3. Revisions to Regulation GCK-R (Professional Staff Assignments and Transfers)

Their recommendations include:

- Clarify the number of sick leave days accrued annually for academic year professional and certificated staff to be 7 days because the current policy language relied on formula that, while it set a maximum accrual of 7 sick leave days per year for academic-year professionals and certificated staff, the number could not be easily identified simply by reading the policy.
- Revising the Pilot Program to make it consistent with Policy GCCH and to simplify the process for classroom teachers to request to sell back unused leave days at the end of each school year.
- Revising Regulation GCK-R to simplify the process for professional and certificated staff to apply for positions at different District sites after they accept a contract for the ensuing year.

Copies of these recommendations are attached to this agenda item as Exhibit B.

Joint Meet and Confer Recommendations

In addition, the Professional/Certificated Committee and the Support Staff Committee met jointly to discuss improving the process for bereavement leave requests. The joint meet and confer committee prepared the “Joint Recommendation of the Meet and Confer Team for Personnel Policy Matters” attached as Exhibit C. The recommendation includes:

1. Revisions to Governing Board Policy GCCH (Professional/Support Staff Bereavement Leave)
2. Adding District Regulation GCCH-R

The recommendations include:

- Clarifying the definition of a “dependent person”,
- Confirming permissions to be excused from duties without deduction from bereavement leave when the decedent is both a family member and a co-worker, and

- Adding a regulation to explain the process for requesting bereavement leave.

Employee Input on Recommendations

Following the conclusion of the meet and confer policy process, the joint teams presented both recommendations to District personnel for approval and comment using Survey Monkey. The survey was sent to all District employees in the week after Thanksgiving. Employees may provide input up to the Monday preceding the Board meeting, and the survey results will be shared during the Board meeting.

RECOMMENDATION:

These recommendations are presented for the Board’s initial study. The policy revisions will be presented at a later meeting for adoption.

Finally, appreciation is expressed to the meet and confer facilitators and the members of the meet and confer teams who spent many hours together pursuing the resolution of issues of concern through a positive, interest-based approach. They committee members are:

**Amphitheater Education Association
Professional Staff Team**

Rebecca Green
Patricia Hebert
Robert Young

District Professional Staff Team

Matt Munger
Chris Trimble
Michelle Tong

**Amphitheater Education Association
Support Staff Team**

Chad Guymon
Vanessa Harding
Robert Wacker

District Support Staff Team

Richard LaNasa
J.J. Letts
Angela Wichers

Facilitators

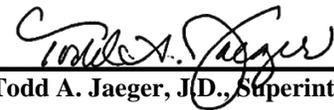
Tassi Call
Chris Gutierrez

INITIATED BY:



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

Date: November 29, 2022



Todd A. Jaeger, J.D., Superintendent

EXHIBIT A

**RECOMMENDATION OF THE MEET AND CONFER
CLASSIFIED/SUPPORT STAFF COMMITTEE FOR
PERSONNEL POLICY MATTERS**

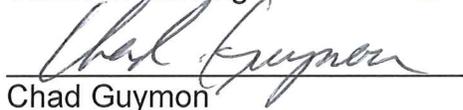
We, the undersigned members of the Classified/Support Staff Policy Meet and Confer Committee have met and conferred and now jointly recommend the attached revisions to Policy GDL and propose adding a regulation GDL-R. In addition, we recommend that the Associate Superintendents and Human Resources Manager coordinate at the beginning of the fiscal year to train supervisors on procedures for addressing pay for employees who are asked to work out of their regular pay classification.

DATED this 21st day of November, 2022

**For the Amphitheater Education
Association: Support Staff Team**



Vanessa Harding



Chad Guymon

Robert Wacker

**For the Amphitheater School
District: Support Staff Team**



Richard LaNasa



Angela Wichers



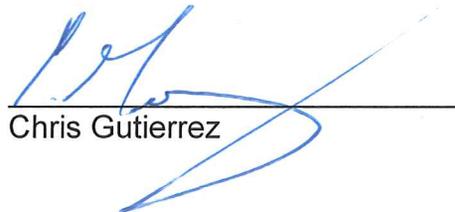
JJ Letts

120

Certification of Accuracy by Classified/Support Staff Facilitator



Tassi Call



Chris Gutierrez

GDL SUPPORT STAFF WORKLOAD

Load/Scheduling

The District's academic functions, student services, and physical plant operation do not permit a single work schedule for all departments. Supervisors are responsible for establishing work schedules appropriate to their respective areas, in accordance with the following:

The workday:

The normal full-time workday for staff employees is eight (8) hours per day¹²¹ and a one (1) hour unpaid lunch period. Any exception to this schedule must be submitted to the human resources division in writing, listing the group or individuals affected by the Fair Labor Standards Act.

The workweek:

A. The standard workweek for full-time staff members is forty (40) hours in any one (1) calendar week.

B. The federal Fair Labor Standards Act specifies that once the beginning time of an employee's workweek is established, it remains fixed regardless of the schedule of hours worked by the employee. Any exception to the established schedule outlined in the above paragraph is to be submitted to the human resources department to assure compliance with the federal statutes.

C. For purposes of this policy, the workweek for full-time staff members and for part-time staff members is considered to be seven (7) consecutive calendar days between 12:01 a.m. each Sunday and 12:00 midnight the following Saturday.

D. The schedules of part-time staff members (hours and days) shall be submitted to and be subject to approval by the director of human resources. No changes shall occur in the schedules of part-time staff members without approval by the director of human resources, except that short-term changes in scheduling may be approved by the employee's supervisor, provided that written notification of the change shall be provided to the director of human resources within three (3) days of such change. For the purposes of this policy, the phrase short-term changes means any change for not more than one (1) month within any three (3)-month period.

E. For the purposes of determining vacation days for part-time staff members, the schedule approved by the Director of Human Resources shall be the schedule utilized, and short-term changes shall not be considered.

Wage and Hour Law

Applicability:

The District is subject to the federal Fair Labor Standards Act (FLSA), including the regulations relating thereto, and state law regulating the payment of wages. The District is committed to meeting all of its obligations arising from these wage and hour laws and requests the cooperation of its employees in achieving this objective.

District obligations:

The District shall compensate all employees who are not exempt from the wage and hour provisions of the FLSA (hereinafter "nonexempt" employees)¹²² (1) at an hourly rate at least equal to federal minimum wage for each hour worked in a workweek up to and including forty (40) hours and (2) at an hourly rate equal to at least one and one-half (1 1/2) times their regular hourly rates for all hours worked in excess of forty (40) hours in a workweek (subject to the "occasional or sporadic" exception set forth herein). In addition, the District shall make, keep, and preserve accurate records regarding its employees' wages, hours, and conditions of employment.

Employee categorization:

An "exempt" employee is one who is not subject to the minimum wage and overtime provisions of the FLSA. A "nonexempt" employee is one who is subject to the minimum wage and overtime provisions of the FLSA. The classification of an employee as "exempt" or "nonexempt" is based upon the duties and responsibilities actually performed by an employee and shall be made by the District in accordance with the guidelines set forth in the federal statutes and regulations concerning the two (2) categories of employees. Although the categorization shall be made on an individual basis with regard to each employee, in general, employees whose primary duties are of a professional, executive, or administrative nature will be "exempt" employees, while most other employees will be "nonexempt" employees. Questions of employees regarding their categorization as "exempt" or "nonexempt" should be directed to their immediate supervisors. If a supervisor is unable to address an employee's questions, the supervisor shall consult with the District's human resources office to obtain the requested information.

"Workweek" defined:

The workweek of a District employee is considered to be the seven (7) consecutive calendar days between 12:00 a.m. each Sunday and 12:00 midnight, the following Saturday.

Overtime:

The District recognizes that there are occasions on which District employees may be expected to work overtime; however, these occasions should be determined in advance by a supervisor, based upon the supervisor's assessment of the circumstances, rather than upon an individual employee's belief that overtime work is required. In this regard, an employee may not work more hours than the employee is scheduled to work in a workweek without explicit prior consent by the employee's supervisor. The District also recognizes the fact that an emergency situation may arise that may result in the employee working overtime. In such case, the employee should make an attempt to obtain authorization. If the employee is unable to get prior authorization, the employee must inform the supervisor as soon as possible of the emergency situation. [Non-exempt employees who are assigned additional responsibilities normally performed by a staff member whose position is currently vacant can communicate with their supervisor about the option to work overtime if needed. It is the supervisor's responsibility to communicate with the human resources department on overtime requests.](#)¹²³ An employee who works in excess of the number of hours that the employee is scheduled to work without the explicit prior consent by the employee's supervisor, except as noted above, is subject to disciplinary action, including dismissal, pursuant to District Policy GDQD and Regulation GDQD-R.

Time records:

Nonexempt District employees are expected to keep time records of the hours worked for the District. Hours worked for the District and work hours include 1) all scheduled hours when the employee is actually present for work or actually performing services for the District, whether on District premises or elsewhere; and 2) all unscheduled hours when the employee is performing services for the District. All District employees who are required to record their work hours must do so accurately and honestly. An employee should not record hours that the employee has not actually worked, nor should an employee refrain from recording hours that the employee has actually worked. The failure on the part of employees to accurately report their hours worked on their time records may constitute the falsification of a public document, punishable by criminal prosecution. An employee who does not accurately and honestly record the time worked on the employee's time records is subject to disciplinary action, including dismissal, pursuant to District Policy GDQD and Regulation GDQD-R.

On-call time:

An employee who is required to remain on call on the District's premises or so close thereto that the employee cannot effectively use that time for the employee's own purposes shall be considered to be working while on call. As a result, a nonexempt employee will be compensated for such time,

and it will be included in the calculation of the hours worked by the employee in a workweek for purposes of determining overtime compensation that may be due. An employee who is not required to remain on the District's premises but is merely required to leave work where the employee may be reached shall not be considered to be working while on call. Such employee is not entitled to compensation for such time, and it will not be included in the calculation of the hours worked by the employee in a workweek for purposes of determining overtime compensation that may be due.

"Occasional or sporadic" exception:

If a District employee undertakes, on an occasional or sporadic basis, and solely at the employee's option, part-time employment for the District that is in a capacity different from any capacity in which the employee is regularly¹²⁴ employed with the District, the hours such employee is employed in performing the different part-time employment shall be compensated at the regular hourly rate for such services and shall be excluded from the calculation of the hours worked by the employee in a workweek for purposes of calculating overtime compensation that may be due.

Volunteers:

A District employee may volunteer to perform services for the District for which the employee will receive no compensation, provided that such volunteer services are not the same type of services that the employee is employed to perform for the District. A volunteer may, under certain circumstances, be paid expenses, reasonable benefits, or a nominal fee without jeopardizing volunteer status. A District employee who also performs volunteer services for the District is not an employee with regard to the volunteer services performed; therefore, the employee will not be compensated for the calculation of the hours worked by an employee in a workweek for the purposes of calculating overtime compensation that may be due.

Questions:

Questions of employees concerning [assigned job responsibilities or wage-and-hour obligations](#) and procedures should be directed to the employees' immediate supervisors. Supervisors who need additional information in order to adequately answer employees' questions should direct their inquiries to the District's human resources office.

Interpretation:

This policy is not intended to provide, nor should it be interpreted as providing, any rights, benefits, or interests to District employees in excess of those provided in accordance with federal and state law.

Employee Pay

Overtime pay:

- A. The standard workday normally will consist of eight (8) hours, and the standard workweek normally will consist of forty (40) hours. Employees normally are not expected to work more than eight (8) hours per day or forty (40) hours per week. However, if the need arises, employees will be expected to work overtime. If, on occasion, extenuating circumstances prohibit an employee from working overtime, said employee may be excused with approval by the supervisor.
- B. In accordance with state and federal labor laws, it shall be the policy of the District that each employee who does work in excess of forty (40) hours¹²⁵ per workweek shall be compensated at one and one-half (1 1/2) times the normal rate of pay.
- C. If an employee is on paid leave of any type during the workweek, with the exception of Board-approved paid holidays and professional leave, said leave time will not be computed as "hours worked" as it pertains to overtime.
- D. *Approval.* Prior approval must be obtained from the human resources division before overtime is authorized. Emergency situations requiring overtime will be considered on an individual basis.

Premium pay:

- A. Employees whose regularly scheduled workweek is Monday through Friday who work on a Saturday or Sunday will receive premium pay at the rate of one and one-half (1 1/2) times their normal rate of pay regardless of the total hours worked during the workweek, except employees being compensated for extracurricular activities.
- B. *Varying workweeks.* A regularly scheduled workweek may differ from that described above. For example, if an employee is normally scheduled to work Wednesday through Sunday, said employee's normal "weekend" would be Monday and Tuesday, and work performed on either day would be paid at the premium pay rate of one and one-half (1 1/2) times the normal rate of pay, regardless of the total hours worked during the regularly scheduled workweek, except employees being compensated for extracurricular activities.
- C. *Paid holiday.* Eligible employees who cannot be excused from their duties on a holiday are entitled to receive holiday pay in addition to their regular straight-time rate of pay for all hours worked within their standard shifts at two (2) times their normal hourly rate of pay.

GDL-R
SUPPORT STAFF WORKLOAD

REGULATION

An immediate supervisor must contact the Human Resources Manager to discuss alternatives for filling positions when either of the following occurs:

1. an employee is tasked to cover duties normally performed by a vacant position in a different work classification for more than ten (10) consecutive work days, or
2. an employee is tasked to cover duties normally performed by an employee in a different work classification for more than thirty (30) nonconsecutive work days in a fiscal year.

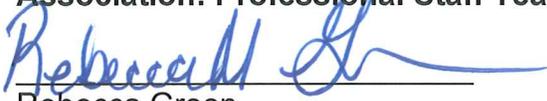
EXHIBIT B

**RECOMMENDATION OF THE MEET AND CONFER
PROFESIONAL/CERTIFICATED COMMITTEE FOR
PERSONNEL POLICY MATTERS**

We, the undersigned members of the Certificated/Professional Policy Meet and Confer Teams have met and conferred and now jointly recommend the attached revisions to Policy GCCA (Professional Staff Sick Leave) and the Budget Neural Leave Buy-Back Program for Classroom Teachers (For Pilot in Current Fiscal Year)

DATED this 14th day of November, 2022

**For the Amphitheater Education
Association: Professional Staff Team**



Rebecca Green



Patricia Hebert



Robert Young

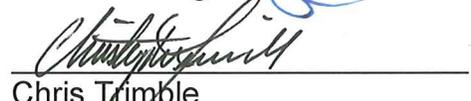
**For the Amphitheater School
District: Professional Staff Team**



Matt Munger



Michelle Tong



Chris Trimble

128

Certification of Accuracy by Professional/Certificated Facilitator



Tassi Call

GCCA PROFESSIONAL STAFF SICK LEAVE

Note: Per Governing Board Policy GCCAA (Professional/Support Staff Earned Paid Sick Time), the first forty (40) hours of accrued sick leave each fiscal year will also be deemed "Earned Paid Sick Time" in accordance with the "Fair Wages and Healthy Families Act." Please see Policy GCCAA (Professional/Support Staff Earned Paid Sick Time) for its application.

Definition

The term personal illness includes pregnancy, childbirth, pregnancy-related issues, and other related medical conditions, and all conditions described as "Family Illness; Quarantine," set forth below.

129

Eligibility

Professional staff personnel employed twenty (20) hours per week or more are eligible for accumulated sick leave. All instructional and other certificated personnel may use any or all accrued sick leave in approved cases, or in substitution for family and medical leave when such leave is taken because of an eligible employee's own serious health condition that renders the employee unable to perform the functions of the assigned position or the serious health condition of the employee's spouse, child or parent in accordance with Policy GCCC (Family and Medical Leave Act [FMLA]). If an employee elects to substitute paid sick leave for family and medical leave in accordance with Policy GCCC restrictions on the use of paid sick leave set forth in this policy that are contrary to those set forth in Policy GCCC shall not apply. An employee electing such substitution need only comply with any notice requirements applicable to the use of paid sick leave, and not with the more stringent notice and certification requirements set forth in Policy GCCC, unless the employee's paid leave period is followed by a period of unpaid family and medical leave. The limitations on the use of sick leave applicable to employees who have abortions shall remain applicable to the substitution of paid sick leave for family and medical leave taken in accordance with Policy GCCC.

Earned Sick Leave

Any new employee or an employee who has accrued less than five (5) days of sick leave from previous years shall, for the purposes of any personal illness during the first five (5) months of any contract year, be deemed to have already earned those first five (5) days of sick leave. If an employee uses those five (5) days of sick leave but does not subsequently earn them, and if employment with the District is terminated for any reason, the District shall not be entitled to recover for those used sick days. In an instance when an employee in this category shall begin the term of service with the District after the beginning of the school year, the length

of sick leave for that year shall be prorated according to the months remaining in the school year.

Sick leave may be taken in increments of one (1) hour.

Deductions upon Exhaustion of Sick Leave

A nonexempt staff employee will not be paid for hours that such employee is absent from work due to personal illness, once the employee has exhausted the employee's total earned sick leave and allotted personal leave.

When an exempt staff employee has exhausted the employee's total earned sick leave and allotted personal leave, the District may deduct pay from such employee's salary for the time of the employee's absence in excess of the 130 employee's earned sick leave and allotted personal leave.

Unpaid Extended Leave

An employee who has used the total allowed paid sick leave may be placed on an unpaid extended leave of absence status by applying for such leave in accordance with Policy GCCC, Professional Staff Leaves of Absence without Pay.

Sick Leave Accrual

Full-time employees accrue sick leave at the rate of four (4) hours per pay period until the employee reaches their maximum annual sick leave accrual for the contract year. Sick leave accrual is prorated by start date and full-time equivalency (FTE). It will not be based on addendum pay, stipends, bonuses, overtime or shift differentials.

Eligible Academic Year employees may accrue a maximum of ~~eight~~ seven (87) days per contract year ~~(0.03847 hours of sick leave for each hour worked)~~. Eligible Fiscal Year employees may accrue a maximum of ten (10) days per contract year ~~(0.03847 hours of sick leave for each hour scheduled to be worked)~~. ~~Eligible employees working on the any other work schedule will be credited sick leave that shall be computed at the same ratio that the number of employed hours bears to full-time employment.~~

There is no limit to the amount of sick leave that may rollover to the next fiscal year to hold as be accrued sick leave for future use. Accrued sick leave may be accumulated from year to year.

Upon retirement, resignation or termination for inadequacy of classroom performance or other cause, the District will pay for all unused sick leave at the rate established by the Governing Board for such purpose.

The procedure for payment of unused sick leave will be as set forth in the fringe benefit schedule for certificated employees. Due to the nature of this program,

employees who seek voluntary resignation, after accepting their contracts and prior to working during the contract year, will not be eligible for this option.

Approved Sick Leave

Eligible employees may be granted sick leave when they are unable to perform their duties because of personal illness, injury or because they must be absent from work for the purpose of obtaining health-related services not available before or after regular working hours.

Approved Absence without Pay

With approval by the supervisor, employees not eligible for sick leave benefits may be absent without pay because of personal illness, injury or for the purpose of obtaining health-related services available only during regular working hours. 131

Procedures and Controls

Sick leave should be approved in advance whenever possible. Sudden illness that results in absence must be reported to the employee's supervisor as early as possible. Family and medical leave taken pursuant to Policy GCCC is subject to the requirements and procedures set forth therein.

Should there be reason to believe that sick leave is being abused, the employee's supervisor may require verification of illness by means of a physician's statement or through other appropriate methods. If it is determined by the District that sick leave is being abused, such sick leave benefits shall be reduced or terminated with respect to that occurrence immediately.

The Human Resources Department shall periodically review sick leave usage and submit reports to supervisors.

Illness during Authorized Holiday

If an authorized holiday falls within a period of absence caused by illness, sick leave for the holiday period will not be charged to an employee. It is the responsibility of the employee to report such illness to the immediate supervisor.

Addendum

Federal policy, when in conflict with this policy, shall apply to staff members who are employed under federal regulations.

Family Illness; Quarantine

Family Illness:

With approval by the principal or the supervisor, an employee may be absent because of illness in the family (family to be defined by the employee) provided that such absence shall be deducted from the employee's sick leave.

At an employee's option, paid sick leave for family illness may be substituted for all or a portion of otherwise unpaid family and medical leave taken by an eligible employee to care for a spouse, child or parent with a serious health condition pursuant to Policy GCCC. Such substitution is not subject to principal or supervisor approval.

Should there be reason to believe that absence due to family illness is being abused, the employee's supervisor may require verification of illness by means of a physician's statement or through other appropriate methods. If it is determined that the absence due to family illness is being abused, such sick leave benefits¹³² shall be reduced or terminated with respect to that occurrence immediately.

Quarantine:

In case of absence due to quarantine, the employee may receive full pay to the extent of all earned sick leave. Once all accumulated leave is exhausted, an employee who remains under quarantine will be granted leave of absence without pay for the duration of the quarantine.

Substitute

The Human Resources Department is called to make provision for a substitute as may be needed.

Pilot Program

1. The program is only available to certificated teachers who are [classroom teachers and require a substitute when they are absent from work in order to keep the leave buy-back program budget neutral. assigned a class roster.](#)
2. Certificated teachers must meet the following prerequisites to participate in the teacher leave buy-back program:
 - a. Teacher must fulfill their teacher contract and work until the final day of school that year, and
 - b. Teacher must satisfy one of the following criteria:
 - i. Teacher will have accumulated more than ~~thirteen~~ [twelve](#)¹ (~~13~~12) days of unused leave by the end of the school year and is seeking reimbursement for unused leave *in excess* of those ~~thirteen~~ [twelve](#) (~~13~~12) days, or
 - ii. Teacher has given notice that teacher will separate from the District at the end of the school year (*i.e.*, resignation, retirement, or teacher is on a short-term teacher contract and is not being renewed), and will not work for the District during the next fiscal year.
3. [Qualified teachers may not cash out any paid leave that drops their leave balance below twelve \(12\) days.](#)
- 3.4. Qualified teachers may be reimbursed annually for all but three (3) days of unused paid leave ~~accumulated~~ [earned](#) during the current academic year. Three (3) leave days must be rolled into their leave balance. The reimbursement rate shall be equal to the lowest approved daily rate of pay for a District certificated substitute teacher.
- 4.5. The reimbursement rate is based on an eight (8) hour day and may be reimbursed at a prorated hourly rate where unused leave does not equate to a full day.
- 5.6. Each year that a teachers chooses to participate in the leave buy-back program, they must submit a reimbursement request form to the Payroll Department before the last ~~contract~~ [day of school by attaching the form to an email from the employee's District email to the Chief Financial Officer or delivering the form to the Payroll Department in person or through intraoffice mail.](#) Reimbursement will not occur automatically, and a new form is required each year that the teacher participates in the leave buy-back program. If reimbursement is not requested, unused personal leave will automatically convert to sick leave in accordance with Regulation GCCB-R and carry-forward to the next fiscal year.
- 6.7. Teachers who apply to participate in the leave buy-back program waive all rights to [receive sick leave donations through](#) ~~participate in~~ the District's sick leave donation program.
- 7.8. The leave buy-back program does not apply to unused bereavement leave, leave acquired by donation, leave carried forward from a prior fiscal year, or to leave accumulated for supplementary assignments, summer work, or otherwise accumulated outside of the

¹ A full-time teacher qualifies to accumulate paid leave hours that are the equivalent of ~~eight~~ [seven](#) (87) sick leave days and five (5) personal leave days each year. See Policy GCCA, Policy GCCAA, and Regulation GCCB-R. This means that a teacher will need to have completed one year of continuous employment for compliance with option (b)(i).

employee's teacher work contract.

~~8.9.~~ Days for which such payment is received shall be deducted from the accumulated sick leave balance.

~~9.10.~~ Payment as provided herein will be issued by the end of the fiscal year.

**RECOMMENDATION OF THE MEET AND CONFER
PROFESIONAL/CERTIFICATED COMMITTEE FOR
PERSONNEL POLICY MATTERS**

We, the undersigned members of the Certificated/Professional Policy Meet and Confer Teams have met and conferred and now jointly recommend the attached revisions to Regulation GCK-R (Professional Staff Assignments and Transfers).

DATED this 14th day of November, 2022

**For the Amphitheater Education
Association: Professional Staff Team**



Rebecca Green



Patricia Hebert



Robert Young

**For the Amphitheater School
District: Professional Staff Team**



Matt Munger



Michelle Tong



Chris Trimble

135

Certification of Accuracy by Professional/Certificated Facilitator



Tassi Call

GCK-R

REGULATION

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

Intra-Site Reassignment

When a vacancy opens within the academic year at a school the principal shall have the option to fill the position with a current staff member. The principal will notify all certificated staff of the vacancy no later than its official posting date. 136

Voluntary Transfers

Requested transfer by teachers from one (1) school of the District to another is encouraged and is an acceptable practice in accordance with the prescribed factors and conditions set forth herein.

~~A. Voluntary transfer forms will be made available to all instructional personnel at the school site and upon request from the human resources office.~~ A request for transfer will include authorization of the selection committee to have access to correspondence, evaluations, and any other information contained in the employee's personnel file that may be pertinent to the hiring process.

B. Internal employees applying for a temporary position within the district may do so with a letter of intent. Employees are encouraged to update their resume and/or application.

~~C. Internal applicants for an open vacancy will submit an updated resume when seeking a permanent transfer.~~

CD. Internal applicants for an open vacancy will submit an updated application when applying for a promotion.

DE. Instructional personnel will be eligible for voluntary transfer only once during the school year.

EF. A teacher desiring a voluntary transfer to another position(s) for the ensuing school year may submit an internal application, via the district's on-line applicant tracking system, when the specific position(s) of interest has been posted on the district's employment website. Voluntary transfer requests must be submitted by May 15 unless another later deadline is set by Human Resources. ~~A teacher desiring a voluntary transfer either to a general location or locations or to a specific position for the following school~~

~~year shall submit a request in writing, including a rationale for the transfer, to the human resources division not later than February 1 of each year unless another deadline for such applications has been set. Requests for voluntary transfer will not be accepted after the February 1 deadline.~~

~~G. Should a specific position become available after February 1, a teacher may submit a transfer request for that one (1) specific position not later than May 15 of the year in which such position is open unless another later deadline is set by the Director of Human Resources. Each teacher is limited to only one (1) request of this nature each year. The request for transfer to a specific position must be submitted by May 15 unless otherwise provided.~~

~~H. Written information and instructions about how to obtain a list of openings from the District web page or by calling the job line, will be posted in a conspicuous location at each school site.~~ 137

F. The two (2) certificated staff members with the highest District seniority who apply for a voluntary transfer shall be given an opportunity to interview for that position within the time lines established for the interview. Hiring administrators are encouraged to interview additional transfer applicants.

1. It is the responsibility of all applicants to make current contact information available to Human Resources.
2. Transfer applicants unavailable during the time lines established for the interview will be notified in writing of the intent to interview them and of the efforts made to contact them.
3. Interviews for teachers currently under contract shall be scheduled outside of the employee's normal teaching hours or the teacher will be provided release time.

GJ. Each school may have interviewing committees. The composition of these committees will be determined by the principal or the principal's designee. The number of members and composition of the committee shall remain the same for voluntary transfers and outside applicants. To the extent possible, the membership of the committee should remain the same for each specific position.

HK. The interview process must be the same for voluntary transfers and outside applicants.

L. After July 1 and prior to the first day of school, positions may be filled either on a short-term or regular contract basis, at the prerogative of the District. After the commencement of the academic year, all positions will be filled on a short-term contract basis, in accordance with District regulation.

JM. The school principal will make the recommendation to fill the position to the Superintendent or the Superintendent's designee.

KN. A teacher who has requested a voluntary transfer and has not been selected by July 1 may not reapply until the following school year. Between May 15 and ~~June~~May 30, a voluntary transfer can be approved, providing the relinquishing principal agrees to the transfer following a conversation between the relinquishing principal, accepting principal and the teacher.

LO. A minimum of the staffing of a new school will be accomplished by teachers who request voluntary transfer.

MP. Recommendation/nonrecommendation and processing of the voluntary transfer request shall be made in writing by the site administrator to the staff¹³⁸ member as soon as possible, but not later than ten (10) calendar days following completion of the site selection process.

Involuntary Transfers

An Involuntary transfer will be defined as movement from one (1) school site to another school site, and an involuntary transfer may be required based on the following factors:

- A. Increase or decrease of enrollment in various grades and classes.
- B. Opening of new buildings or closing of old ones.
- C. Changes in organization of the school system.
- D. Addition or elimination of an educational service.

After determining that one (1) or more of the factors listed above exists and that an involuntary transfer is necessary, the following procedure shall be followed:

A. The principal shall call a meeting within one (1) week during the school year or send written notice during the summer to all eligible certificated personnel in the department/school to seek a volunteer who will declare availability for transfer. If an eligible volunteer is found, the transfer will be made.

B. Teachers eligible for involuntary transfer:

1. To a primary class will be those currently teaching in grades kindergarten (K) through three (3).
2. To an intermediate class will be those currently teaching in grades four (4) through six (6).

3. To a subject or department at the middle school level will be those currently teaching in grades six (6) through eight (8) with appropriate certification.

4. To a subject or department at the high school level will be those currently teaching in grades nine (9) through twelve (12) with appropriate certification.

C. A teacher will be considered ineligible for an involuntary transfer if:

1. The teacher has been employed by the District for less than two (2) years prior to the effective date of the involuntary transfer.

2. The teacher is on a remediation plan or disciplinary probation. 139

3. The teacher was involuntary transferred within the past two (2) years.

4. The teacher is to be transferred from a position that will be filled by a new hire.

D. The teachers identified as available for involuntary transfer to a new assignment shall be identified as follows: A list shall be made up ranking the possible eligible teachers by District, schools, departments/primary/intermediate, based on seniority. Priority of the list shall be:

1. District

2. School

3. Departments/primary/intermediate.

E. Involuntary transfers will be determined beginning with the teachers with the least seniority (all teachers employed for a given academic year will be considered equal in seniority). If only one (1) teacher is eligible by this means of determination, the teacher or teachers at the next level of seniority will be considered eligible.

F. In any elementary school, the principal of the school will have the right to designate two (2) individuals who will not be considered for involuntary transfer. In any high school or middle school department, the principal of the school will have the right to designate one (1) individual who will not be considered for involuntary transfer.

G. When the list of eligible teachers is completed, a commission shall be formed consisting of one (1) administrator appointed by the Superintendent or the Superintendent's designee and one (1) teacher selected by the

teachers' association. These two (2) individuals will in turn select a third commission member mutually acceptable to them within five (5) working days. Within ten (10) working days after the commission members are determined, they shall meet and render a final determination and shall, during this period, receive information from the teachers, principal, department chairperson (if applicable), and others as they deem appropriate and determine by majority vote if the recommendation shall be carried out.

H. Written notice of involuntary transfer shall be given to the person or persons affected within two (2) weeks of the principal's notification by the director of human resources.

I. The person being transferred shall have the opportunity to meet and discuss the reasons for transfer with the Superintendent or the 140 Superintendent's designee before final action is taken.

J. Whenever a transfer occurs during the school year, the teacher shall be allowed at least two (2) working days relieved of regular duties to complete the transfer.

Decisions of the Superintendent or the Superintendent's designee on transfers and the necessity thereof are final; however, if a violation of transfer policy is realized, this occurrence may then be subject to the District grievance procedure.

Transfers Directed by the Superintendent

The Superintendent or the Superintendent's designee will consider requests for transfers directed by the Superintendent, compatible with the qualifications criteria less the length-of-service factor, on the assumption that often a different environment will promote professional growth and increase efficiency.

A recommendation may be made by a school principal to the Superintendent for a (directed) transfer to promote professional growth and increase the efficiency of a teacher. A teacher who has previously been unsuccessful in obtaining a voluntary transfer and is not on any form of evaluative or disciplinary probation may request that the teacher's principal recommend a transfer directed by the Superintendent on the teacher's behalf if the factors listed in Policy GCK are present. If the principal declines to support a request in lieu of having the teacher reapply for a voluntary transfer, the teacher may appeal that decision to the appropriate associate superintendent for school operations. The decision of the associate superintendent is final. A transfer directed by the Superintendent may be given as follows:

A. Within a ten (10) working day period following the Superintendent's receipt of the request, the Superintendent will gather information from the teacher, principal, department chairpersons (if applicable), the employee's personnel file, and other pertinent sources of information and consider available placement options for the directed transfer. Provided placement

options exist, such transfers shall be effected in accordance with District policy.

B. If the recommendation is affirmed, a transfer directed by the Superintendent may be made as recommended. If the recommendation is denied, the information relative to the recommended transfer shall be purged from the employee's personnel file.

The teacher will be notified of the Superintendent's decision within ten (10) calendar days.

Intra-District Exchange Teaching

A pilot program was established for the purpose of offering intra-District exchange¹⁴¹ teaching to all continuing teachers in grades kindergarten (K) through twelve (12). Applicable stipulations and procedures are as follows:

A. The exchange of teaching positions shall be for a full school year, one (1) semester, or part of a semester, with one (1) year being the maximum allowed.

B. At the end of the time period agreed upon, teachers will return to their former teaching positions.

C. Each teacher wishing to exchange positions must write proposals stating their rationale for such exchange and give the proposals to affected principals at the appropriate time.

D. Teachers shall ensure that they have appropriate certification and accreditation for the position(s) selected for exchange.

E. If a teacher has identified an exchange partner, this information should be included in the exchange proposal.

F. After the teachers have agreed to an exchange of positions, said teachers shall contact the principals involved for interviews.

G. Principals will approve or disapprove, at their discretion, any exchange after verifying appropriate certification and accreditation of each teacher involved.

H. Upon approval of a teacher for participation in an intra-District exchange, principals will immediately notify the director of human resources of any such change(s) so that appropriate staffing and payroll functions may occur.

I. Denials of exchange-teaching requests must also be reported by the principal to the director of human resources.

J. Approval/denial and processing of the exchange-teaching request shall be made in writing to the staff members as soon as possible by the director of human resources.

K. Any teacher whose request for intra-District exchange teaching is denied will, upon request, be granted a conference with the school principal and/or the director of human resources.

L. A teacher who has not identified someone with whom to exchange, will need to submit requested exchange possibilities and a written proposal to the human resources office.

M. All exchange requests/proposals must be received in the human resources office no later than February 1. This date will be strictly adhered to.

N. A list of teachers seeking to exchange their positions will be prepared by the office of human resources and posted in each school and the human resources office.

O. Teachers shall then seek exchange with other teacher(s) on the list.

P. All intra-District exchanges will be finalized by April 15.

EXHIBIT C

**JOINT RECOMMENDATION OF THE
MEET AND CONFER TEAM FOR
PERSONNEL POLICY MATTERS**

We, the undersigned members of the Certificated/Professional and Support Staff Policy Meet and Confer Teams, have met and conferred and now jointly recommend the attached revisions to Policy GCCH (Professional/Support Staff Bereavement Leave) and recommend the implementation of the attached proposed Regulation GCCH-R.

DATED this 14th day of November, 2022

**For the Amphitheater Education
Association: Professional Staff Team**



Rebecca Green



Patricia Hebert



Robert Young

**For the Amphitheater School
District: Professional Staff Team**



Matt Munger



Michelle Tong



Chris Trimble

144

**For the Amphitheater Education
Association: Support Staff Team**



Vanessa Harding



Chad Guymon



Robert Wacker

**For the Amphitheater School
District: Support Staff Team**



Richard LaNasa



Angela Wichers

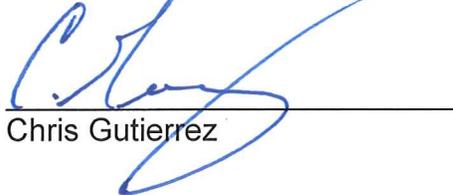


JJ Letts

Certification of Accuracy by Facilitators for the Joint Meet and Confer Teams



Tassi Call



Chris Gutierrez

**GCCH
PROFESSIONAL / SUPPORT STAFF
BEREAVEMENT LEAVE**

In case of death in an employee's immediate family, and with approval by the supervisor, the employee may be absent for a period not to exceed five (5) working days without loss of salary.

Additional Leave Days

An employee may be absent for an additional period not to exceed five (5) working days at no loss of salary provided that such days shall be deducted from the employee's sick leave. ¹⁴⁵

If an employee does not have sufficient accrued sick leave to cover the additional period, leave will be authorized without pay.

Immediate Family: Definition

Members of the immediate family are defined as the employee's spouse or domestic partner, mother, father, child, grandparents, grandchildren, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, guardian, or dependent person ("[dependent](#)" as defined by the Internal Revenue Code).

Demise of Co-workers

In the event of the death of any staff member, or a member of that person's immediate family, other staff members, on request, will be excused from duties without loss of pay or deduction from accrued leave time, [or approved bereavement leave](#) to attend the funeral services, provided that said services are held within the confines of Pima County.

Adopted: August 13, 2019

LEGAL REF.:

A.R.S.

[15-502](#)

GCCH-R

REGULATION

PROFESSIONAL / SUPPORT STAFF BEREAVEMENT LEAVE

The District understands the significant impact that a death can have on an individual or family. Bereavement leave is provided to support the employee during this time of grief and bereavement.

Employees qualify for up to five (5) days, consecutive or non-consecutive, of paid bereavement leave per fiscal year following the death of an immediate family member (defined in Policy GCCH) to grieve, make funeral arrangements, attend the funeral and burial, pay respects to the family at a wake or visitation, and probate the estate or execute the will. An employee who wishes to take bereavement leave should notify their supervisor as soon as possible.

Questions about whether an individual employee's relationship with the deceased qualifies as immediate family should be discussed with the employee's supervisor who is responsible to obtain approval from the Associate to the Superintendent and General Counsel.

The site will need to submit a personnel action request and the supervisor approve it for bereavement leave to be paid for the employee's absence from work. Employees are not required to provide documentation to support their request for bereavement leave unless requested by their supervisor. Fraudulent use of bereavement leave may result in discipline.

Bereavement leave is calculated based on the base pay rate at the time of absence. It will not include addendum pay, stipends, bonuses, overtime or shift differentials. Bereavement leave is prorated for a part-time employee.



Recommendations of the Meet and Confer Committee



Meet and Confer Committee

Professional/Certificated Team

Tassi Call, Facilitator

Amphitheater Education Association

Rebecca Green
Patricia Hebert
Robert Young

Amphitheater School District

Matt Munger
Chris Trimble
Michelle Tong

148

Support Staff Team

Chris Gutierrez, Facilitator

Amphitheater Education Association

Chad Guymon
Vanessa Harding
Robert Wacker

Amphitheater School District

Richard LaNasa
JJ Letts
Angela Wichers



Committee Process



- | | | |
|--|-------------|---|
|  | October 6 | Pre-policy survey of employees to gather input on areas of concern |
|  | October 18 | Reminder email to employees that survey closes on October 19 |
|  | October 26 | Meet and confer team leaders met with the facilitators to study survey feedback as a group and identify committee work and future meeting dates |
|  | November 7 | Joint meet and confer committee completed IBB training and developed the policy book of business |
|  | November 14 | Each committee met separately on matters specific to their respective groups and then together to approve a joint recommendation on bereavement leave |
|  | November 21 | The support staff committee met on its own to finalize its recommendation |
|  | November 30 | The meet and confer committee notified employees about its recommendations and sent a survey to gather employee feedback |

Committee Recommendations

Support Staff Committee

- Proposes revisions to Policy GDL
- Proposes a new Regulation GDL-R
- Recommends training supervisors on procedures for addressing pay for employees asked to work outside of their classification

Professional/Certificated Committee

- Proposes revisions to Policy GCCH
- Proposes revisions to the pilot leave buy-back program for classroom teachers
- Proposes revisions to Regulation GCK-R

Joint Committee

- Proposes revisions Policy GCCH
- Proposes a new Regulation GCCH-R



Support Staff Committee Recommendation

1. Employee burnout and having to cover responsibilities of vacant positions was a primary concern raised in the pre-policy survey
2. The committee reviewed information and data presented by Human Resources and discussed options to address this concern
3. They recommend revisions to Policy GDL and implementing a Regulation GDL-R to improve communication between departments and facilitate discussions about other options for filling vacant positions
4. They also recommend the Associate Superintendents coordinate with the Human Resources Manager to train supervisors on procedures for addressing pay for employees asked to work outside of their regular classification



Proposed Revisions to Policy GDL

- Support staff may be approved for overtime pay as appropriate

Overtime:

The District recognizes that there are occasions on which District employees may be expected to work overtime; however, these occasions should be determined in advance by a supervisor, based upon the supervisor's assessment of the circumstances, rather than upon an individual employee's belief that overtime work is required. In this regard, an employee may not work more hours than the employee is scheduled to work in a workweek without explicit prior consent by the employee's supervisor. The District also recognizes the fact that an emergency situation may arise that may result in the employee working overtime. In such case, the employee should make an attempt to obtain authorization. If the employee is unable to get prior authorization, the employee must inform the supervisor as soon as possible of the emergency situation. Non-exempt employees who are assigned additional responsibilities normally performed by a staff member whose position is currently vacant can communicate with their supervisor about the option to work overtime if needed. It is the supervisor's responsibility to communicate with the human resources department on overtime requests. An employee who works in excess of the number of hours that the employee is scheduled to work without the explicit prior consent by the employee's supervisor, except as noted above, is subject to disciplinary action, including dismissal, pursuant to District Policy GDQD and Regulation GDQD-R.

152

- Employees may ask supervisors questions concerning their assigned job responsibilities

Questions:

Questions of employees concerning assigned job responsibilities or wage-and-hour obligations and procedures should be directed to the employees' immediate supervisors. Supervisors who need additional information in order to adequately answer employees' questions should direct their inquiries to the District's human resources office.



Proposed New Regulation GDL-R

- Adds an obligation that the supervisor notify HR when an employee covers other duties for a set time
- Goal is that alternatives be discussed to avoid employee burnout and retain employees

GDL-R SUPPORT STAFF WORKLOAD

REGULATION

An immediate supervisor must contact the Human Resources Manager to discuss alternatives for filling positions when either of the following occurs:

1. an employee is tasked to cover duties normally performed by a vacant position in a different work classification for more than ten (10) consecutive work days, or
2. an employee is tasked to cover duties normally performed by an employee in a different work classification for more than thirty (30) nonconsecutive work days in a fiscal year.



Professional/Certificated Committee Recommendations to Clarify Sick Leave



1. Teachers alerted the committee to a discrepancy between the number of sick leave days permitted to be sold back through the pilot program and Policy GCCH



2. The committee researched the history of the sick leave policy to clarify the concern



3. The 2017 changes to Policy GCCH used a formula that permits a maximum of 7 sick leave days for teachers, but that number cannot not be determined by reading the policy

154



4. Recommend revisions to Policy GCCH and the pilot program to clarify the number of sick leave days that teachers accrue per year and the accrual rate for those days



5. Recommend changes to pilot program to make processing leave buy-back easier at the end of the year and extending it for another year to confirm it is budget neutral



Policy GCCH Recommendations

Sick Leave Accrual

Full-time employees accrue sick leave at the rate of four (4) hours per pay period until the employee reaches their maximum annual sick leave accrual for the contract year. Sick leave accrual is prorated by start date and full-time equivalency (FTE). It will not be based on addendum pay, stipends, bonuses, overtime or shift differentials.

Eligible Academic Year employees may accrue a maximum of ~~eight~~ seven (87) days per contract year (~~0.03847 hours of sick leave for each hour worked~~). Eligible Fiscal Year employees may accrue a maximum of ten (10) days per contract year (~~0.03847 hours of sick leave for each hour scheduled to be worked~~). ~~Eligible employees working on the any other work schedule will be credited sick leave that shall be computed at the same ratio that the number of employed hours bears to full-time employment.~~

There is no limit to the amount of sick leave that may rollover to the next fiscal year to hold as ~~be~~ accrued sick leave for future use. Accrued sick leave may be accumulated from year to year.

Pilot Program

1. The program is only available to certificated teachers who are classroom teachers and require a substitute when they are absent from work in order to keep the leave buy-back program budget neutral. ~~assigned-a-class-roster.~~
2. Certificated teachers must meet the following prerequisites to participate in the teacher leave buy-back program:
 - a. Teacher must fulfill their teacher contract and work until the final day of school that year, and
 - b. Teacher must satisfy one of the following criteria:
 - i. Teacher will have accumulated more than ~~thirteen~~ ~~twelve~~¹ (~~13~~12) days of unused leave by the end of the school year and is seeking reimbursement for unused leave *in excess* of those ~~thirteen-twelve~~ (~~13~~12) days, or
 - ii. Teacher has given notice that teacher will separate from the District at the end of the school year (*i.e.*, resignation, retirement, or teacher is on a short-term teacher contract and is not being renewed), and will not work for the District during the next fiscal year.
3. Qualified teachers may not cash out any paid leave that drops their leave balance below twelve (12) days.
- ~~3.4.~~ Qualified teachers may be reimbursed annually for all but three (3) days of unused paid leave ~~accumulated~~ earned during the current academic year. Three (3) leave days must be rolled into their leave balance. The reimbursement rate shall be equal to the lowest approved daily rate of pay for a District certificated substitute teacher.
- ~~4.5.~~ The reimbursement rate is based on an eight (8) hour day and may be reimbursed at a prorated hourly rate where unused leave does not equate to a full day.



5.6. Each year that a teachers chooses to participate in the leave buy-back program, they must submit a reimbursement request form to the Payroll Department before the last contract day of school by attaching the form to an email from the employee's District email to the Chief Financial Officer or delivering the form to the Payroll Department in person or through intraoffice mail. Reimbursement will not occur automatically, and a new form is required each year that the teacher participates in the leave buy-back program. If reimbursement is not requested, unused personal leave will automatically convert to sick leave in accordance with Regulation GCCB-R and carry-forward to the next fiscal year.

6.7. Teachers who apply to participate in the leave buy-back program waive all rights to receive sick leave donations through ~~participate in~~ the District's sick leave donation program.

7.8. The leave buy-back program does not apply to unused bereavement leave, leave acquired by donation, leave carried forward from a prior fiscal year, or to leave accumulated for supplementary assignments, summer work, or otherwise accumulated outside of the

¹ A full-time teacher qualifies to accumulate paid leave hours that are the equivalent of ~~eightseven~~ (87) sick leave days and five (5) personal leave days each year. See Policy GCCA, Policy GCCAA, and Regulation GCCB-R. This means that a teacher will need to have completed one year of continuous employment for compliance with option (b)(i).

employee's teacher work contract.

8.9. Days for which such payment is received shall be deducted from the accumulated sick leave balance.

9.10. Payment as provided herein will be issued by the end of the fiscal year.



Professional/Certificated Committee Recommendations for Voluntary Transfers



1. Teachers expressed concern about the ability to transfer between District sites after accepting a contract



2. The committee reviewed the transfer process and agreed it is antiquated



3. The committee recommends teachers be permitted to apply for a voluntary transfer using the District's online applicant tracking system until May 15

158



4. They also recommend voluntary transfers be allowed to occur between May 15 and June 30 if both principals agree after a conversation occurs between the principals and the teacher



REGULATION

**PROFESSIONAL STAFF ASSIGNMENTS
AND TRANSFERS**

Intra-Site Reassignment

When a vacancy opens within the academic year at a school the principal shall have the option to fill the position with a current staff member. The principal will notify all certificated staff of the vacancy no later than its official posting date.

Voluntary Transfers

Requested transfer by teachers from one (1) school of the District to another is encouraged and is an acceptable practice in accordance with the prescribed factors and conditions set forth herein.

~~A. Voluntary transfer forms will be made available to all instructional personnel at the school site and upon request from the human resources office.~~ A request for transfer will include authorization of the selection committee to have access to correspondence, evaluations, and any other information contained in the employee's personnel file that may be pertinent to the hiring process.

B. Internal employees applying for a temporary position within the district may do so with a letter of intent. Employees are encouraged to update their resume and/or application.

~~C. Internal applicants for an open vacancy will submit an updated resume when seeking a permanent transfer.~~

CD. Internal applicants for an open vacancy will submit an updated application when applying for a promotion.

DE. Instructional personnel will be eligible for voluntary transfer only once during the school year.

EF. ~~A teacher desiring a voluntary transfer to another position(s) for the ensuing school year may submit an internal application, via the district's on-line applicant tracking system, when the specific position(s) of interest has been posted on the district's employment website. Voluntary transfer requests must be submitted by May 15 unless another later deadline is set by Human Resources.~~ ~~A teacher desiring a voluntary transfer either to a general location or locations or to a specific position for the following school~~



~~year shall submit a request in writing, including a rationale for the transfer, to the human resources division not later than February 1 of each year unless another deadline for such applications has been set. Requests for voluntary transfer will not be accepted after the February 1 deadline.~~

~~G. Should a specific position become available after February 1, a teacher may submit a transfer request for that one (1) specific position not later than May 15 of the year in which such position is open unless another later deadline is set by the Director of Human Resources. Each teacher is limited to only one (1) request of this nature each year. The request for transfer to a specific position must be submitted by May 15 unless otherwise provided.~~

~~H. Written information and instructions about how to obtain a list of openings from the District web page or by calling the job line, will be posted in a conspicuous location at each school site.~~

F.I. The two (2) certificated staff members with the highest District seniority who apply for a voluntary transfer shall be given an opportunity to interview for that position within the time lines established for the interview. Hiring administrators are encouraged to interview additional transfer applicants.

1. It is the responsibility of all applicants to make current contact information available to Human Resources.
2. Transfer applicants unavailable during the time lines established for the interview will be notified in writing of the intent to interview them and of the efforts made to contact them.
3. Interviews for teachers currently under contract shall be scheduled outside of the employee's normal teaching hours or the teacher will be provided release time.

G.J. Each school may have interviewing committees. The composition of these committees will be determined by the principal or the principal's designee. The number of members and composition of the committee shall remain the same for voluntary transfers and outside applicants. To the extent possible, the membership of the committee should remain the same for each specific position.

H.K. The interview process must be the same for voluntary transfers and outside applicants.

I.L. After July 1 and prior to the first day of school, positions may be filled either on a short-term or regular contract basis, at the prerogative of the District. After the commencement of the academic year, all positions will be filled on a short-term contract basis, in accordance with District regulation.



JM. The school principal will make the recommendation to fill the position to the Superintendent or the Superintendent's designee.

KN. A teacher who has requested a voluntary transfer and has not been selected by July 1 may not reapply until the following school year. Between May 15 and ~~June~~May 30, a voluntary transfer can be approved, providing the relinquishing principal agrees to the transfer following a conversation between the relinquishing principal, accepting principal and the teacher.

LO. A minimum of the staffing of a new school will be accomplished by teachers who request voluntary transfer.

MP. Recommendation/nonrecommendation and processing of the voluntary transfer request shall be made in writing by the site administrator to the staff member as soon as possible, but not later than ten (10) calendar days following completion of the site selection process.



Joint Committee Recommendations for Bereavement Leave

1. Administrative Assistants recommended using the District's electronic personnel action request to address bereavement leave
2. The committee reviewed the policy and recommended some changes to clarify terms in Policy GCCH

Immediate Family: Definition

Members of the immediate family are defined as the employee's spouse or domestic partner, mother, father, child, grandparents, grandchildren, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, guardian, or dependent person ("**dependent**" as defined by the Internal Revenue Code).

Demise of Co-workers

In the event of the death of any staff member, or a member of that person's immediate family, other staff members, on request, will be excused from duties without loss of pay or deduction from accrued leave time, **or approved bereavement leave** to attend the funeral services, provided that said services are held within the confines of Pima County.

3. They also propose a new regulation to address the personnel action request recommendation and to clarify the procedure for employees to request bereavement leave

REGULATION

PROFESSIONAL / SUPPORT STAFF BEREAVEMENT LEAVE

The District understands the significant impact that a death can have on an individual or family. Bereavement leave is provided to support the employee during this time of grief and bereavement.

Employees qualify for up to five (5) days, consecutive or non-consecutive, of paid bereavement leave per fiscal year following the death of an immediate family member (defined in Policy GCCH) to grieve, make funeral arrangements, attend the funeral and burial, pay respects to the family at a wake or visitation, and probate the estate or execute the will. An employee who wishes to take bereavement leave should notify their supervisor as soon as possible.

Questions about whether an individual employee's relationship with the deceased qualifies as immediate family should be discussed with the employee's supervisor who is responsible to obtain approval from the Associate to the Superintendent and General Counsel.

The site will need to submit a personnel action request and the supervisor approve it for bereavement leave to be paid for the employee's absence from work. Employees are not required to provide documentation to support their request for bereavement leave unless requested by their supervisor. Fraudulent use of bereavement leave may result in discipline.

Bereavement leave is calculated based on the base pay rate at the time of absence. It will not include addendum pay, stipends, bonuses, overtime or shift differentials. Bereavement leave is prorated for a part-time employee.

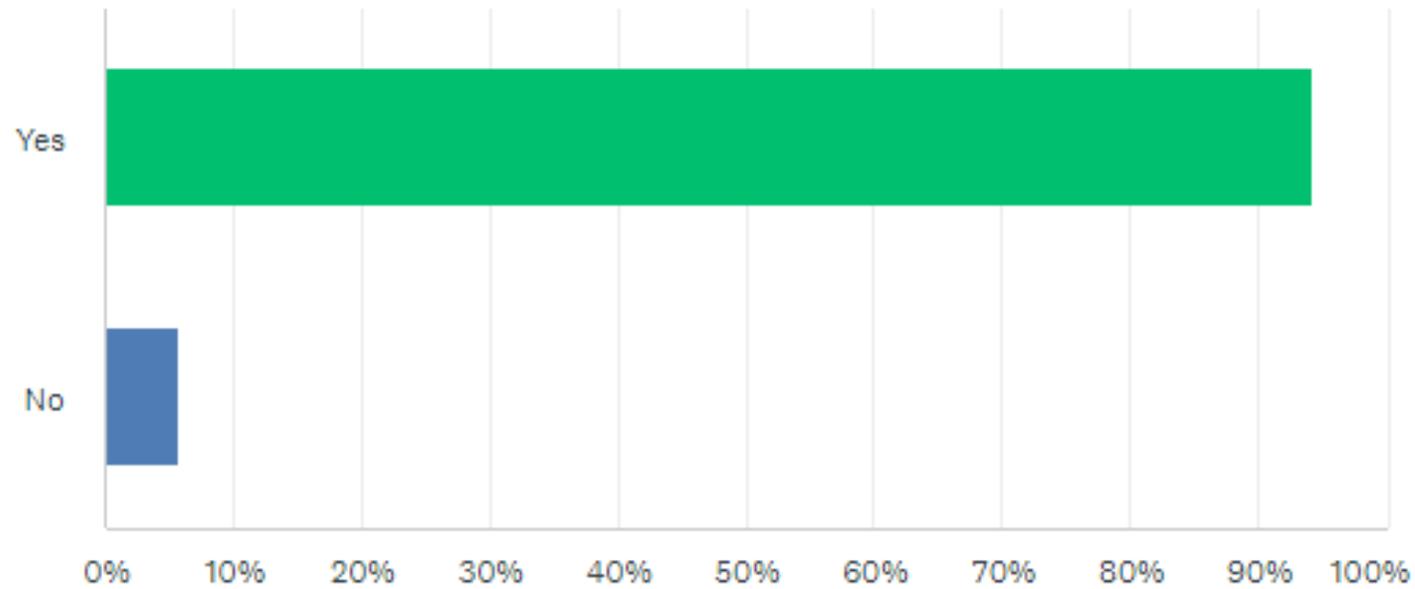
Joint Survey of Employees

- Wednesday, November 30 Survey Monkey survey to all employees
- Monday, December 5 Survey closed



Do you agree to the recommendation?

Answered: 228 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	94.30%	215
No	5.70%	13
TOTAL		228



165

Survey Results



228 employees answered questions about the policy recommendations

The results were as follows:

- 215 (94.3%) agree with the recommendations, and
- 13 (5.7%) disagree with the recommendations



Employee Comments in Survey



36 employees commented about the Policy recommendations – all comments provided to Board

The common themes in these comments were:

1. Concern that the classroom teacher leave buy-back program was hard to understand last year,
and
2. Concern that there are limits on when additional paid days are permitted for bereavement

167





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

DATE OF MEETING: December 6, 2022

TITLE: Approval to Increase Pay Rates for Classified Employees Effective January 1, 2023 for Compliance with Arizona’s Minimum Wage Laws

BACKGROUND:

Arizona’s Minimum Wage Law

In 2016, Arizona voters approved Proposition 206, which created Arizona’s Fair Wages and Healthy Families Act (codified at A.R.S. § 23-362 *et seq.*) and raised Arizona’s minimum wage to \$10.00 per hour effective January 1, 2017. Section 23-363 of the Act requires subsequent annual increases to Arizona’s minimum wage pursuant to the below schedule:

- \$10.50 per hour on January 1, 2018
- \$11.00 per hour on January 1, 2019
- \$12.00 per hour on January 1, 2020
- Inflationary increases on January 1, 2021 and annually thereafter.

Minimum Wage Increase Effective January 1, 2023

Arizona’s minimum wage law currently requires minimum wage increases annually that align with inflationary changes measured each August. With inflation having peaked in August 2022, Arizona’s mandatory minimum wage will increase on January 1, 2023 to \$13.85 per hour.

Amphitheater’s Response to Arizona’s Minimum Wage Law

From 2017 to 2021, Amphitheater Public Schools annually increased its minimum wage to meet the mandatory minimum wage adjustments without addressing the wages of other employees in the same classifications. This occurred because the State of Arizona has not given school districts additional funding to cover the mandatory wage increases. Consequently, the District was only able to implement wage increases those years in a manner that ultimately caused “compression” among existing classified pay level differentials during those years. The limitations of the District’s state funding did not allow wage increases at lower levels to “trickle up” to higher wage levels, bringing both ends of the support salary schedules closer together, *i.e.*, “compressing” them.

On December 7, 2021, the Governing Board approved using one-time savings from Fiscal Year (FY) 2020-2021 in the maintenance and operations fund to re-establish wage differentials between the support staff pay levels effective January 1, 2022. While this was a step toward addressing minimum wage compression, it did not reinstate the differentials between classifications that were in place before Arizona’s mandatory minimum wage law went into place.

The one-time savings was depleted by the Board’s approval on December 7, 2021. The funding increases that the State of Arizona provided school districts this year to address inflation were passed through to employees as a 7.42% wage increase this year, and the state has not given school districts any additional funds to address the \$1.05 minimum wage increase mandated on January 1, 2023.



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

Recommended Wage Increase and Placement Schedule Change

For compliance with the Arizona mandatory minimum wage change, starting pay for pay levels 1-5 on the support staff placement schedule, as well as the hourly pay wage of all classified employees currently earning below the state’s mandatory minimum wage, must be increased to that minimum wage no later than January 1, 2023. Yet, doing this alone, without accounting for differentials between the different pay levels and/or employee experience in the affected classifications, will put the District back into the same “wage compression” situation that it experienced between 2017 and 2021. It will also wipe out the work that the Governing Board did on December 7, 2021 to re-establish wage differentials.

While current funding does not permit a wage adjustment for all employees on the support staff placement schedule like last year, the minimal savings from the multiple vacancies does permit a minor wage adjustment for some classifications in order to maintain a nominal wage differential between the pay levels on the support staff placement schedule. This will keep a pay differential “trickling up” the support staff placement schedule by current budget capacity. It also permits establishing a \$14 minimum wage in the Amphitheater School District to help remain competitive to recruit and hire support staff. This is critical since we already know that the mean starting pay for Pima County school districts will exceed \$14.00 per hour next year.

For this reason, Administration recommends approving the following revisions to the support staff placement schedule and applying wage raises in similar amounts for employees in classifications placed at those levels to become effective January 1, 2023:

Level	Current Min	Increase	New Min
1	\$ 12.80	\$ 1.20	\$ 14.00
2	\$ 12.90	\$ 1.25	\$ 14.15
3	\$ 13.00	\$ 1.30	\$ 14.30
4	\$ 13.10	\$ 1.35	\$ 14.45
5	\$ 13.64	\$ 1.06	\$ 14.70
6	\$ 14.28	\$ 0.72	\$ 15.00
7	\$ 14.83	\$ 0.72	\$ 15.55
8	\$ 15.17	\$ 0.68	\$ 15.85
9	\$ 15.65	\$ 0.60	\$ 16.25
10	\$ 16.46	\$ 0.49	\$ 16.95
11	\$ 17.25	-	\$ 17.25
12	\$ 18.41	-	\$ 18.41
13	\$ 20.03	-	\$ 20.03
14	\$ 21.96	-	\$ 21.96

Moreover, since the new year starts in the middle of pay period 14 (December 25, 2022 to January 7, 2023), Administration recommends that the Governing Board approve these wage increases to begin at the start of pay period 14, rather than waiting until January 1, 2023. Pay adjustment in the middle of a pay period are already tedious for the Payroll Department, but adjustments over the winter break will be even more difficult.

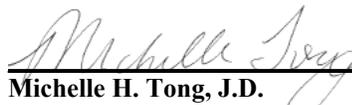
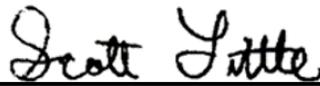


**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

RECOMMENDATION:

Administration recommends that the Governing Board approve the proposed increase to base wages for eligible classified (hourly) employees to become effective at the beginning of pay period 14, which starts December 25, 2022.

INITIATED BY:

Michelle H. Tong, J.D.
Associate to the Superintendent and General Counsel
and
Scott Little
Chief Financial Officer

Date: November 30, 2022


Todd A. Jaeger, J.D., Superintendent



Minimum Wage Increase, Compression and Corresponding Support Staff Wages

171



Minimum Wage

- The Industrial Commission of Arizona (ICA) approved **\$13.85** as the new minimum wage **effective January 1, 2023** - an increase of \$1.05 per hour
 - *Based on the increase in inflation between August 2021 and August 2022, as published by the U.S. Bureau of Labor Statistics' Consumer Price Index*
- Proposition 206 raised Arizona's minimum wage to \$10.00 per hour effective January 1, 2017 and also called for subsequent increases to the minimum wage:
 - \$10.50 per hour on January 1, 2018
 - \$11.00 per hour on January 1, 2019
 - \$12.00 per hour on January 1, 2020
 - Inflationary increases on January 1, 2021 and annually thereafter
- Minimum wage increase mandates increasing the minimum pay for levels 1-5 on the support staff pay schedule
- Currently 77% of our support staff are in classifications in levels 1-5



Effect of Only Increasing to Minimum Wage

Classified - Support Staff Placement Schedule 22-23

Pay Level	Current Minimum	Mandatory Increase	New Minimum w/ Compression	Personnel at the Pay Level
1	\$12.80	\$1.05	\$13.85	248
2	\$12.90	\$0.95	\$13.85	203
3	\$13.00	\$0.85	\$13.85	182
4	\$13.10	\$0.75	\$13.85	55
5	\$13.64	\$0.21	\$13.85	49
6	\$14.28	-	\$14.28	48 <small>173</small>
7	\$14.83	-	\$14.83	5
8	\$15.17	-	\$15.17	54
9	\$15.65	-	\$15.65	12
10	\$16.46	-	\$16.46	16
11	\$17.25	-	\$17.25	62
12	\$18.41	-	\$18.41	8
13	\$20.03	-	\$20.03	8
14	\$21.96	-	\$21.96	8





Effects of Keeping District Minimum Wage = with the State

- Most of the neighboring school districts have already approved district minimum wages that exceed the state minimum
- The mean minimum wage in Pima County school districts currently exceeds \$14.00 per hour
- It is difficult for Amphitheater Public Schools to remain competitive and keep positions filled when the District's minimum wage equals the state's mandatory minimum

What is Compression?

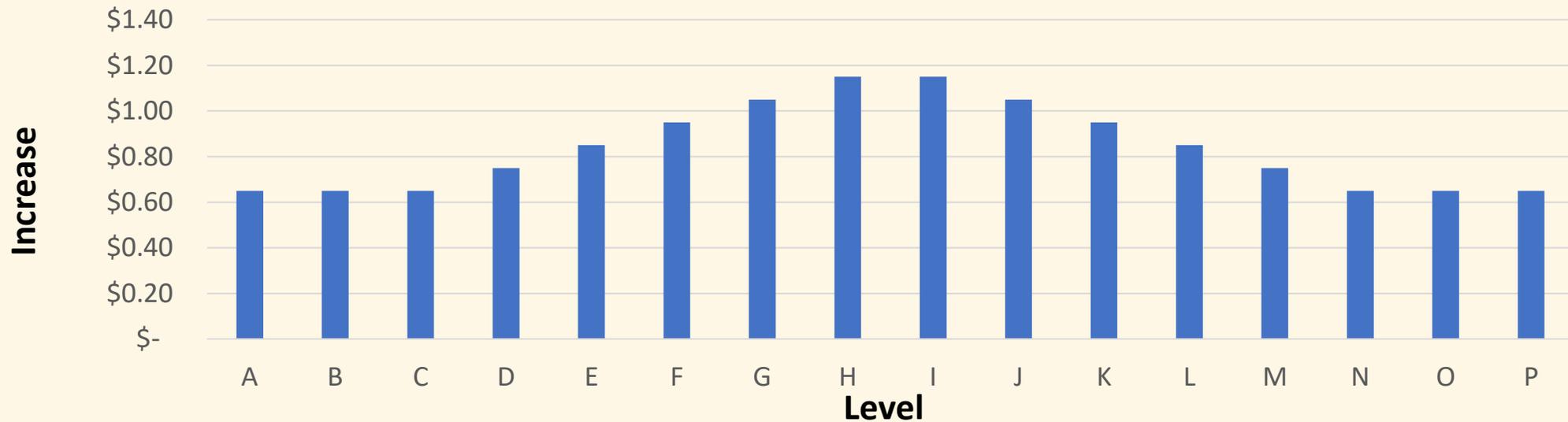
- Compression occurs when:
 - Pay differential between classifications are too small to be considered equitable
 - Lower level positions push up against higher pay levels
 - New employees are compensated at the same or nearly the same rate of pay as currently employed staff





Earlier Effort to Address Minimum Wage Compression

- On December 7, 2021, the Governing Board approved using one-time savings from FY 20-21 to re-establish wage differentials between support staff pay levels
- Employees in classifications on the support staff placement schedule received wage increases in the form of the bell curve displayed below



Option to Maintain Wage Differentials on Support Staff Placement Schedule

Pay Level	Current Minimum	Increase	New Minimum
1	\$12.80	\$1.20	\$14.00
2	\$12.90	\$1.25	\$14.15
3	\$13.00	\$1.30	\$14.30
4	\$13.10	\$1.35	\$14.45
5	\$ 13.64	\$1.06	\$ 14.70
6	\$14.28	\$0.72	\$15.00
7	\$14.83	\$0.72	\$15.55
8	\$15.17	\$0.68	\$15.85
9	\$15.65	\$0.60	\$16.25
10	\$16.46	\$0.49	\$16.95
11	\$17.25	-	\$17.25
12	\$18.41	-	\$18.41
13	\$20.03	-	\$20.03
14	\$21.96	-	\$21.96



Pros vs. Cons

Pros

- More attractive starting wages to help with competitive recruitment
- Help with retention
- Ensure differentiation between salary/wage levels
- Addresses pay levels most affected by compression

Cons

- Cost
- Uses one-time savings from current vacancies to maintain differentials
- These differentials cannot be maintained indefinitely
- Keeping current pay levels requires differentials to be maintained w/each new increase to minimum wage
- Does not necessarily address market comparability

Summary



- The recommended adjustments are necessary to address the state minimum wage law, maintain differentials between pay levels, and keep positions filled
- Most other districts have already established minimums greater than the upcoming minimum wage of \$13.85
- The cost of maintaining differentials on the support staff pay schedule can be done this year through the one-time savings from vacant positions, but cannot be maintained indefinitely
- Continued adjustments to one placement schedule negatively compresses positions on other placement schedules

179





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

DATE OF MEETING: December 6, 2022

TITLE: Study and Approval of the Revised Expenditure Budget #1 for Fiscal Year 2022-2023

BACKGROUND:

The State of Arizona requires governing boards to revise the operating budget for the school year to reflect actual carry forwards and interest earnings.

Page 1 of 8

Overall, the Maintenance and Operations budget has increased by \$1,947,089 from the 2022-2023 Adopted Budget. This increase in the total budget is the result of increased enrollment and finalization of carry forward and override amounts.

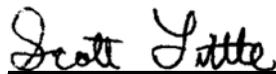
Page 4 of 8

The Unrestricted Capital budget has been lowered by \$360,502 to reflect the final carry forward amounts.

RECOMMENDATION:

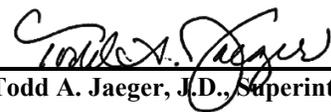
It is the recommendation of the Administration that the Governing Board approves this revised budget.

INITIATED BY:



Scott Little, Chief Financial Officer

Date: November 30, 2022



Todd A. Jaeger, J.D., Superintendent



FY 2023
STATE OF ARIZONA
SCHOOL DISTRICT ANNUAL EXPENDITURE BUDGET
DISTRICTWIDE BUDGET

Revised #1

Version

BY THE GOVERNING BOARD

We hereby certify that the Budget for the Fiscal Year 2023 was

Proposed	<u>June 28, 2022</u>
Adopted	<u>July 12, 2022</u>
Revised	<u>December 6, 2022</u>
	Date

SIGNED

SIGNED

The FY 2023 budget file for the version described above will be uploaded via
the Common Logon on ADE's website by December 7, 2022.

Type the Date as MM/DD/YYYY

Superintendent Signature

Business Manager Signature

Todd Jaeger

Scott Little

Superintendent Name (Typed Name)

Business Manager Name (Typed Name)

District Contact Employee: Scott Little

Telephone: 520.696.5128 Email: slittle@amphi.com

REVENUES AND PROPERTY TAXATION

1. Total Budgeted Revenues for Fiscal Year 2022	\$ <u>110,000,000</u>
2. Estimated Revenues by Source for Fiscal Year 2023 (excluding property taxes)	
Local	1000 \$ _____
Intermediate	2000 \$ _____
State	3000 \$ <u>28,800,000</u>
Federal	4000 \$ <u>1,800,000</u>
TOTAL	\$ <u>30,600,000</u>

3. District Tax Rates for Prior and Budget Fiscal Years (A.R.S. §15-903.D.4)

	Prior FY 2022	Est. Budget FY 2023
Primary Tax Rate:	3.6038	3.5830
Secondary Tax Rates:		
M&O Override	0.3582	0.4573
Special Program Override	0.1254	0.1372
Capital Override		
Class A Bonds		
Class B Bonds	0.7861	0.7621
CTED	0.0500	0.0500
Desegregation	0.2299	0.2231
Total Secondary Tax Rate	1.5496	1.6297

TOTAL BUDGETED EXPENDITURES AND AGGREGATE SCHOOL DISTRICT BUDGET LIMIT (A.R.S. §15-905.H)

	Budgeted Expenditures	Budget Limit
1. Maintenance and Operation Fund (from pages 1, line 30 and 7, line 11)	\$ <u>107,797,302</u>	\$ <u>107,797,302</u>
2. Unrestricted Capital Fund (from pages 4, line 10 and 8, line 12)	\$ <u>11,969,374</u>	\$ <u>11,969,374</u>
3. Federal Projects Other Than Impact Aid (from Budget, page 6, Federal Projects, line 18 minus line 16)		\$ <u>54,523,432</u>
4. Total Aggregate School District Budget Limit (sum of lines 1 through 3)		\$ <u>174,290,108</u>

AVERAGE TEACHER SALARIES (A.R.S. §15-903.E)

1. Average salary of all teachers employed in FY 2023 (budget year)	\$ <u>50,981</u>
2. Average salary of all teachers employed in FY 2022 (prior year)	\$ <u>47,461</u>
3. Increase in average teacher salary from the prior year	\$ <u>3,520</u>
4. Percentage increase	7%

Comments on average salary calculation (Optional):

FUND 001 (M&O)

MAINTENANCE AND OPERATION (M&O) FUND

Expenditures	FTE		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Other 6800	Totals		% Increase/ Decrease	
	Prior FY	Budget FY						Prior FY 2022	Budget FY 2023		
	100 Regular Education										
1000 Instruction	1.	528.83	528.83	28,823,551	7,577,376	853,297	80,010	32,676	33,556,207	37,366,910	11.4%
2000 Support Services											
2100 Students	2.	71.07	71.07	2,469,352	737,257	87,052	8,998	0	3,301,295	3,302,659	0.0%
2200 Instructional Staff	3.	49.71	49.71	1,702,577	545,550	159,448	26,109	3,297	2,007,749	2,436,981	21.4%
2300 General Administration	4.	11.25	11.25	1,209,517	323,082	123,384	27,534	23,838	1,512,002	1,707,355	12.9%
2400 School Administration	5.	89.10	89.10	4,953,290	1,398,064	82,272	10,891	657	5,710,954	6,445,174	12.9%
2500 Central Services	6.	52.30	52.30	2,349,670	769,021	959,296	192,698	40,458	3,764,805	4,311,143	14.5%
2600 Operation & Maintenance of Plant	7.	227.81	227.81	6,344,315	2,214,516	3,810,642	4,577,963	6,843	17,572,988	16,954,279	-3.5%
2900 Other	8.	0.00	0.00	0	0	0	0	0	0	0	0.0%
3000 Operation of Noninstructional Services	9.	7.50	7.50	243,541	73,464	14,991	275,000	0	512,417	606,996	18.5%
610 School-Sponsored Cocurricular Activities	10.	25.00	25.00	144,727	43,210	2,469	0	39,592	201,540	229,998	14.1%
620 School-Sponsored Athletics	11.	6.00	6.00	1,060,994	316,772	223,000	130,555	30,376	1,535,690	1,761,697	14.7%
630 Other Instructional Programs	12.	0.00	0.00	0	0	0	0	0	0	0	0.0%
700, 800, 900 Other Programs	13.	0.00	0.00	0	0	0	0	0	0	0	0.0%
Regular Education Subsection Subtotal (lines 1-13)	14.	1,068.57	1,068.57	49,301,534	13,998,312	6,315,851	5,329,758	177,737	69,675,647	75,123,192	7.8%
200 and 300 Special Education											
1000 Instruction	15.	337.49	337.49	10,259,371	2,690,323	267,246	4,270	2,419	12,220,136	13,223,629	8.2%
2000 Support Services											
2100 Students	16.	55.60	55.60	3,263,963	787,493	1,713,999	64,550	1,450	5,322,604	5,831,455	9.6%
2200 Instructional Staff	17.	21.85		759,958	177,727	51,313	761	834	917,350	990,593	8.0%
2300 General Administration	18.	2.00	21.85	159,472	37,466	500	0	0	180,407	197,438	9.4%
2400 School Administration	19.	0.15	2.00	16,143	2,111	0	0	0	13,487	18,254	35.3%
2500 Central Services	20.	0.00	0.15	0	0	2,359	0	0	5,878	2,359	-59.9%
2600 Operation & Maintenance of Plant	21.	2.00	0.00	27,792	8,651	4,017	275	637	54,514	41,372	-24.1%
2900 Other	22.	0.00	2.00	0	0	0	0	0	0	0	0.0%
3000 Operation of Noninstructional Services	23.	0.00	0.00	0	0	0	0	0	0	0	0.0%
Subtotal (lines 15-23)	24.	419.09	419.09	14,486,699	3,703,771	2,039,434	69,856	5,340	18,714,376	20,305,100	8.5%
400 Pupil Transportation	25.	115.75	115.75	3,120,864	779,280	2,985,187	814,627	0	6,877,869	7,699,958	12.0%
510 Desegregation (from Districtwide Desegregation Budget, page 2, line 44)	26.	75.68	78.81	3,083,206	700,183	239,364	2,247	0	40,250,000	4,025,000	0.0%
530 Dropout Prevention Programs	27.	1.75	1.75	103,000	20,600	5,812			212,018	129,412	-39.0%
540 Joint Career and Technical Education and Vocational Education Center	28.	0.00	0.00	0	0	0	0	0	0	0	0.0%
550 K-3 Reading Program	29.	7.00	7.00	396,273	118,367				414,264	514,640	24.2%
Total Expenditures (lines 14, and 24-29) (Cannot exceed page 7, line 11)	30.	1,687.84	1,690.97	70,491,576	19,320,513	11,585,648	6,216,488	183,077	99,919,174	107,797,302	7.9%

The district has budgeted an amount in the M&O Fund equal to the General Budget Limit as calculated on page 7 of 8.

SPECIAL EDUCATION PROGRAMS BY TYPE (M&O Fund Programs 200 and 300)

(A.R.S. §§ 15-761 and 15-903)

	Prior FY	Budget FY	
1. Total All Disability Classifications	16,516,276	18,107,000	1.
2. Gifted Education	1,198,100	1,198,100	2.
3. Remedial Education	0		3.
4. ELL Incremental Costs	0		4.
5. ELL Compensatory Instruction	0		5.
6. Vocational and Technical Education (non-CTED)	0		6.
7. Career Education (non-CTED)	0		7.
8. Career Technical Education (CTED)	1,000,000	1,000,000	8.
9. Total (lines 1 through 8. Must equal total of line 24, page 1)	18,714,376	20,305,100	9.
10. IEP required pupil transportation costs coded within Program 400	775,000	775,000	10.

Proposed Ratios for Special Education

(A.R.S. §§15-903.E.1 and 15-764.A.5)

Teacher-Pupil 1 to 18
 Staff-Pupil 1 to 27

Estimated FTE Certified Employees

(A.R.S. §15-903.E.2)

	Prior FY	Budget FY
Number of FTE - Certified Employees	908.28	908.28
Number of FTE - Certified Purchased Services Personnel		9.90

Expenditures Budgeted for Audit Services

M&O Fund - Nonfederal	6350	51,250
All Funds - Federal	6330	<u>4,000</u>

FY 2023 Performance Pay (A.R.S. §15-920)

Amount Budgeted in M&O Fund for a Performance Pay Component \$ -

Do not report budgeted amounts for the Performance Pay Component of the Classroom Site Fund on this line.

Expenditures Budgeted in the M&O Fund for Food Service

Amount budgeted in M&O for Food Service (Fund 001, Function 3100) \$ 225,000
 (This amount will be used to determine district compliance with state matching requirements pursuant to Code of Federal Regulations (CFR) Title 7, §210.17(a)]

FUND 010 (CSF)

CLASSROOM SITE FUND (CSF) AND CSF BUDGET LIMIT (A.R.S. §§ 15-977 and 15-978)

Expenditures		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Property 6700	Debt Service and Miscellaneous 6800	Totals		% Increase/ Decrease
								Prior FY 2022	Budget FY 2023	
1000 Instruction	1.	11,298,225	2,824,556					13,277,589	14,122,781	6.4%
2100 Support Services - Students	2.	305,357	76,339					358,854	381,696	6.4%
2200 Support Services - Instructional Staff	3.	140,934	35,234					165,625	176,168	6.4%
2300 Support Services - General Administration	4.							0	0	0.0%
2500 Central Services	5.							0	0	0.0%
3300 Community Services Operations	6.							0	0	0.0%
4000 Facilities Acquisition and Constructor	7.							0	0	
5000 Debt Service	8.							0	0	
Total Expenditures (lines 1-8)	9.	11,744,516	2,936,129	0	0	0	0	13,802,068	14,680,645	6.4%

The district has budgeted an amount in Fund 010 equal to the Classroom Site Fund Budget Limit as calculated below.

Classroom Site Fund Budget Limit Calculation

FY 2022 Classroom Site Fund Budget Limit (from FY 2022 latest revised Budget, page 3, line 16)	10.	13,802,068
FY 2022 Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through fiscal year-end.)	11.	8,832,820
Unexpended Budget Balance (line 10 minus 11)	12.	4,969,248
Interest Earned in the Classroom Site Fund in FY 2022	13.	13,469
FY 2023 Classroom Site Fund Allocation (provided by ADE, based on \$708)	14.	9,697,928
Adjustments to FY 2023 Classroom Site Fund Budget Limit (1)	15.	
FY 2023 Classroom Site Fund Budget Limit (Sum of lines 10 through 15) (2)	16.	14,680,645

(1) This line may be used to recapture lost CSF budget capacity that resulted from underbudgeting in prior fiscal years.

(2) The amounts budgeted on line 7 cannot exceed the respective amounts on this line.

FUND 610 (UCO)

UNRESTRICTED CAPITAL OUTLAY (UCO) FUND

Expenditures		Library Books, Textbooks, & Instructional Aids (2)	Property (2)	Redemption of Principal (3)	Interest (4) 6841, 6842, 6843, 6850	All Other Object Codes (excluding 6900)	Totals		% Increase/ Decrease	
							Prior FY 2022	Budget FY 2023		
Unrestricted Capital Outlay Override (1)	1.						0	0	0.0%	
Unrestricted Capital Outlay Fund 610 (6)										
1000 Instruction	2.	4,000,000	300,000			1,500	4,301,500	4,301,500	0.0%	
2000 Support Services										
2100, 2200 Students and Instructional Staff	3.	400,000	575,000				550,000	975,000	77.3%	
2300, 2400, 2500, 2900 Administration	4.		5,611,874				4,205,754	5,611,874	33.4%	
2600 Operation & Maintenance of Plant	5.		35,000				28,000	35,000	25.0%	
2700 Student Transportation	6.		25,000				20,000	25,000	25.0%	
3000 Operation of Noninstructional Services (5)	7.						0	0	0.0%	
4000 Facilities Acquisition and Construction	8.		1,000,000			21,000	26,500	1,021,000	3752.8%	
5000 Debt Service	9.						0	0	0.0%	
Total Unrestricted Capital Outlay Fund (lines 2-9)	10.	0	4,400,000	7,546,874	0	0	22,500	9,131,754	11,969,374	31.1%

The district has budgeted an amount in the UCO Fund equal to the Unrestricted Capital Budget Limit as calculated on Page 8 of 8.

(1) Amounts in the Unrestricted Capital Outlay Override line 1 above must be included in the appropriate individual line items for Fund 610 and in the Budget Year Total Column.

(5) Expenditures Budgeted in Unrestricted Capital Outlay (UCO) Fund for Food Service

Enter the amount budgeted in UCO for Food Service [Amount will be used to determine district compliance with state matching requirements pursuant to CFR Title 7, §210.17(a)] \$ -

(2) Detail by object code:

	Unrestricted Capital Outlay
6641 Library Books	\$ 400,000
6642 Textbooks	3,500,000
6643 Instructional Aids	500,000
673X Furniture and Equipment	510,000
673X Vehicles	3,000,000
673X Tech Hardware & Software	4,419,867

(6) Expenditures, if any, budgeted in the Unrestricted Capital Outlay Fund on lines 2-9 for the K-3 Reading Program as described in A.R.S. §15-211.

\$ -

(3) Includes principal on Capital Equity Fund loans of \$ - , principal on capital leases of \$ - , and principal on bonds of \$ - .

(4) Includes interest on Capital Equity Fund loans of \$ - , interest on capital leases of \$ - , and interest on bonds of \$ - .

OTHER FUNDS—REQUIRED CAPITAL EXPENDITURE DETAIL [(A.R.S. §15-904.(B))]

Expenditures		UNRESTRICTED CAPITAL OUTLAY		BOND BUILDING		NEW SCHOOL FACILITIES		ADJACENT WAYS		
		Fund 610		Fund 630		Fund 695		Fund 620 (2)		
		Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY	
Total Fund Expenditures	1.	9,131,754	11,969,374	15,672,000	9,942,925	0	0	489,416	793,980	1.
Select Object Codes Detail (1)										
6150 Classified Salaries	2.	0	0	0	0	0	0	0	0	2.
6200 Employee Benefits	3.	0	0	0	0	0	0	0	0	3.
6450 Construction Services	4.	0	0	0	0	0	0	0	0	4.
6710 Land and Improvements	5.	0	0	0	0	0	0	489,416	793,980	5.
6720 Buildings and Improvements	6.	0	0	15,672,000	9,942,925	0	0	0	0	6.
673X Furniture and Equipment	7.	250,000	510,000	0	0	0	0	0	0	7.
673X Vehicles	8.	200,000	3,000,000	0	0	0	0	0	0	8.
673X Technology Hardware & Software	9.	3,759,254	4,419,867	0	0	0	0	0	0	9.
6831, 6832, 6833 Redemption of Principal	10.	0		0	0	0	0	0	0	10.
6841, 6842, 6843, 6850, 6860 Interest and Debt-Issuance Costs	11.	0		0	0	0	0	0	0	11.
Total (lines 2-11)	12.	4,209,254	7,929,867	15,672,000	9,942,925	0	0	489,416	793,980	12.
Total amounts reported on lines 2-11 above for:										
Renovation	13.	50,000	50,000	15,672,000	9,942,925			0	0	13.
New Construction	14.	0	0	0	0	0		489,416	793,980	14.
Other	15.	4,159,254	7,879,867	0	0	0		0	0	15.
Total (lines 13-15, must equal line 12)	16.	4,209,254	7,929,867	15,672,000	9,942,925	0	0	489,416	793,980	16.

(1) Lines 2-11 may not include all budgeted expenditures of the fund. Total budgeted expenditures for each fund should be included on Line 1.

(2) Amount budgeted on line 1 for the Adjacent Ways Fund that will result in a tax levy in FY 2023 \$ 350,000

Districts that are levying any amount for adjacent ways must fill in the Truth in Taxation Worksheet and follow the requirements of A.R.S. §15-905.01. The amount reported in footnote 2 above pulls to the Truth in Taxation Worksheet, Lin

SPECIAL PROJECTS

FEDERAL PROJECTS FTE & EXPENDITURES

1.	100-130 ESEA Title I - Helping Disadvantaged Children
2.	140-150 ESEA Title II - Prof. Dev. and Technology
3.	160 ESEA Title IV - 21st Century Schools
4.	170-180 ESEA Title V - Promote Informed Parent Choice
5.	190 ESEA Title III - Limited Eng. & Immigrant Students
6.	200 ESEA Title VII - Indian Education
7.	210 ESEA Title VI - Flexibility and Accountability
8.	220 IDEA Part B
9.	230 Johnson-O'Malley
10.	240 Workforce Investment Act
11.	250 AEA - Adult Education
12.	260-270 Vocational Education - Basic Grants
13.	280 ESEA Title X - Homeless Education
14.	290 Medicaid Reimbursement
15.	374 E-Rate
16.	378 Impact Aid
17.	300-399 Other Federal Projects (Besides E-Rate & Impact Aid)
18.	Total Federal Project Funds (lines 1-17)

STATE PROJECTS FTE & EXPENDITURES

19.	400 Vocational Education
20.	410 Early Childhood Block Grant
21.	420 Ext. School Yr. - Pupils with Disabilities
22.	425 Adult Basic Education
23.	430 Chemical Abuse Prevention Programs
24.	435 Academic Contests
25.	450 Gifted Education
26.	456 College Credit Exam Incentives
27.	457 Results-based Funding
28.	460 Environmental Special Plate
29.	465-499 Other State Projects
30.	Total State Project Funds (lines 19-29)
31.	Total Special Projects (lines 18 and 30)

INSTRUCTIONAL IMPROVEMENT FUND EXPENDITURES (020)

1.	Teacher Compensation Increases
2.	Class Size Reduction
3.	Dropout Prevention Programs (M&O purposes)
4.	Instructional Improvement Programs (M&O purposes)
5.	Total Instructional Improvement Fund (lines 1-4)

FTE		TOTAL ALL FUNCTIONS	
Prior FY	Budget FY	Prior FY	Budget FY
40.35	40.35	5,220,982	4,518,348
4.74	4.74	1,001,767	696,956
0.15	0.15	527,734	503,220
0.00	0.00	0	0
1.60	1.60	207,659	122,955
1.33	1.33	16,242	15,663
0.00	0.00	0	0
52.90	52.90	2,905,561	2,037,195
0.45	0.45	48,885	48,885
0.00	0.00	0	0
0.00	0.00	0	0
1.00	1.00	340,010	340,010
0.00	0.00	0	0
0.00	0.00	1,800,000	2,127,511
0.00	0.00	500,000	500,000
0.00	0.00	0	0
56.83	56.83	47,276,421	43,612,689
159.35	159.35	59,845,261	54,523,432
2.00		107,598	107,598
0.00		0	0
0.00		0	0
0.00		0	0
0.00		0	0
0.00		0	0
0.00		350,000	350,000
0.00		700,000	700,000
0.00		0	0
12.33		754,952	679,142
14.33	0.00	1,912,550	1,836,740
173.68	159.35	61,757,811	56,360,172

Prior FY	Budget FY
125,000	125,000
175,000	175,000
298,000	298,000
57,710	57,710
655,710	655,710

OTHER FUNDS EXPENDITURES

1.	050 County, City, and Town Grants
2.	071 English Language Learner (1)
3.	072 Compensatory Instruction (1)
4.	500 School Plant (2)
5.	510 Food Service
6.	515 Civic Center
7.	520 Community School
8.	525 Auxiliary Operations
9.	526 Extracurricular Activities Fees Tax Credit
10.	530 Gifts and Donations
11.	535 Career & Technical Education Projects
12.	540 Fingerprint
13.	545 School Opening
14.	550 Insurance Proceeds
15.	555 Textbooks
16.	565 Litigation Recovery
17.	570 Indirect Costs
18.	575 Unemployment Insurance
19.	580 Teacherage
20.	585 Insurance Refund
21.	590 Grants and Gifts to Teachers
22.	595 Advertisement
23.	596 Career Technical Education
24.	597 Arizona Industry Credentials Incentive
25.	639 Impact Aid Revenue Bond Building
26.	650 Gifts and Donations-Capital
27.	660 Condemnation
28.	665 Energy and Water Savings
29.	686 Emergency Deficiencies Correction
30.	691 Building Renewal Grant
31.	700 Debt Service
32.	720 Impact Aid Revenue Bond Debt Service
33.	850 Student Activities
34.	855 Employee Insurance

INTERNAL SERVICE FUNDS 950-989

1.	9__ Self-Insurance
2.	955 Intergovernmental Agreements
3.	950 Warehouse
4.	951 Print Shop

Prior FY	Budget FY
0	0
0	0
0	0
2,294,190	2,505,511
6,000,000	6,000,000
537,170	611,000
187,072	136,043
2,100,000	2,100,000
2,000,000	2,000,000
1,898,944	1,990,047
50,000	50,000
25,000	15,000
0	0
183,642	257,631
62,731	67,984
129,061	135,467
541,381	917,804
17,000	20,000
0	0
24,072	24,152
0	0
0	0
1,281,273	1,385,973
100,000	65,000
0	0
425,907	425,110
4,278	4,292
0	0
0	0
7,000,000	7,000,000
16,000,000	16,000,000
0	0
1,000,000	1,000,000
8,500,000	8,500,000

(1) From Supplement, line 10 and line 20, respectively.

(2) Indicate amount budgeted in Fund 500 for M&O purposes

\$ -

CALCULATION OF FY 2023 GENERAL BUDGET LIMIT (A.R.S. §15-947.C)

Table with 4 columns: Description, Amount, Column A (Maintenance and Operation), and Column B (Unrestricted Capital Outlay). Rows include items like FY 2023 Revenue Control Limit, District Additional Assistance, Tuition Revenue, and Budget Increase for various programs.

* Subject to adjustment prior to May 15 as allowed by A.R.S. Revisions are described in the instructions for these lines, as needed.

**CALCULATION OF FY 2023 UNRESTRICTED CAPITAL BUDGET LIMIT
(A.R.S. §15-947.D)**

UNRESTRICTED CAPITAL BUDGET LIMIT

1. FY 2022 Unrestricted Capital Budget Limit (UCBL) (from FY 2022 latest revised Budget, page 8, line 12)	\$ 9,131,754
2. Total UCBL Adjustment for prior years as notified by ADE on BUDG75 report (For budget adoption, use zero.)	\$
3. Adjusted Amount Available for FY 2022 Capital Expenditures (line 1 + 2)	\$ 9,131,754
4. Amount Budgeted in Fund 610 in FY 2022 (from FY 2022 latest revised Budget, page 4, line 10)	\$ 9,131,754
5. Lesser of line 3 or the sum of line 4 and any positive adjustment on line 2	\$ 9,131,754
6. FY 2022 Fund 610 Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through fiscal year-end.)	\$ 4,032,612
7. Unexpended Budget Balance in Fund 610 (line 5 minus 6) If negative, use zero in calculation, but show negative amount here in parentheses.	\$ 5,099,142
8. Interest Earned in Fund 610 in FY 2022	\$ 6,290
9. Monies deposited in Fund 610 from Division of School Facilities for donated land (A.R.S. §41-5741.F)	\$
10. Adjustment to UCBL for FY 2023 (A.R.S. §15-905.M) Include year(s) and descriptions, as applicable.	
(a) Prior Year Over Expenditures/Resolutions:	\$
_____	\$
(b) ADM/Transportation Audit Adjustment	\$
(c) Other: _____	\$
11. Amount to be Used for Capital Expenditures (from page 7, line 12)	\$ 6,863,942
12. FY 2023 Unrestricted Capital Budget Limit (lines 7 through 11) (1)	\$ 11,969,374

(1) The amount budgeted on page 4, line 10 cannot exceed this amount.

SUPPLEMENT TO SCHOOL DISTRICT ANNUAL EXPENDITURE BUDGET FOR DISTRICTS THAT BUDGET FOR ENGLISH LANGUAGE LEARNERS (A.R.S. §§15-756.04 and 15-756.11)

English Language Learners Supplement	FTE		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Property 6700	Other 6800	Totals		% Increase/ Decrease
	Prior FY	Budget FY							Prior FY 2022	Budget FY 2023	
Expenditures											
English Language Learner Fund 071 (A.R.S. §15-756.04)											
1000 Instruction	1.	0.00							0	0	0.0%
2000 Support Services											
2100 Students	2.	0.00							0	0	0.0%
2200 Instructional Staff	3.	0.00							0	0	0.0%
2300 General Administration	4.	0.00							0	0	0.0%
2400 School Administration	5.	0.00							0	0	0.0%
2500 Central Services	6.	0.00							0	0	0.0%
2600 Operation & Maintenance of Plant	7.	0.00							0	0	0.0%
2700 Student Transportation	8.	0.00							0	0	0.0%
2900 Other	9.	0.00							0	0	0.0%
Total (lines 1-9) (to Budget, page 6, Other Funds, line 2)	10.	0.00	0.00	0	0	0	0	0	0	0	0.0%
Compensatory Instruction Fund 072 (A.R.S. §15-756.11)											
1000 Instruction	11.	0.00							0	0	0.0%
2000 Support Services											
2100 Students	12.	0.00							0	0	0.0%
2200 Instructional Staff	13.	0.00							0	0	0.0%
2300 General Administration	14.	0.00							0	0	0.0%
2400 School Administration	15.	0.00							0	0	0.0%
2500 Central Services	16.	0.00							0	0	0.0%
2600 Operation & Maintenance of Plant	17.	0.00							0	0	0.0%
2700 Student Transportation	18.	0.00							0	0	0.0%
2900 Other	19.	0.00							0	0	0.0%
Total (lines 11-19) (to Budget, page 6, Other Funds, line 3)	20.	0.00	0.00	0	0	0	0	0	0	0	0.0%