

Final Posting: Monday, February 27, 2023 at 4:00 pm

SPECIAL PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD

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

Tuesday, February 28, 2023

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. Deanna M. Day, M. Ed., President
2. **PLEDGE OF ALLEGIANCE**
3. **ANNOUNCEMENT OF DATE AND PLACE OF NEXT SPECIAL GOVERNING BOARD MEETING**
Tuesday, March 7, 2023 at 5:30 p.m., Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705
in the Leadership & Professional Development Center, SE Entrance and Parking
4. **PUBLIC COMMENT**¹ (45 Minutes Maximum)
5. **CONSENT AGENDA**³

A. Approval of Appointment of Non-Administrative Personnel	3
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C. Approval of Leave(s) of Absence	12
D. Approval of Separation(s) and Termination(s)	14
E. Approval of Stipend for Coaching Volunteers	17
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G. Approval to Provide Post-Retirement Employment Opportunities during the 2023-2024 Fiscal Year	53
H. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,843,072.26	56
I. Acceptance of Gifts	57
J. Receipt of January 2023 Report on School Auxiliary and Club Balances	59
K. Approval of Parent Support Organization(s) - 2022-2023	68
L. Sale of Surplus Electronic Equipment- Based Upon Responses to Request for Quotes (RFQ) 2212023	70
M. Approval to Cancel Food Service Department Agreement with the ASPIN/Mohave Cooperative	71
N. Approval of Out of State Travel	72
6. **STUDY**⁴

A. Presentation on Food Service Operations in the Amphitheater School District	77
B. Study of Budget Neutral Leave Buy-Back Program for Classroom Teachers Piloted in FY 2021-2022	99
7. **PUBLIC COMMENT**¹ (45 Minutes Maximum)
8. **BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**
9. **ADJOURNMENT**

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.

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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.

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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: February 28, 2023

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 February 20, 2023.

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: February 20, 2023

Todd A. Jaeger, J.D., Superintendent

2/28/2023

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Grosse	Caitlin	Teacher - General Science	CT	Amphi Middle School	CTT-MA	0 years	Replacement	Ms. Wichers	*
Jenks	Sonja	Teacher - Grade 3	CT	Copper Creek Elementary	CTT-BA	0 years	New	Ms. Hillig	
Berkej	Tom	Security Officer	CL	Amphi High School			Correction		Start Date
Brown	Dakota	Custodian I	CL	Wilson K-8 School	2	0 years	Replacement	Ms. Sullivan	
Brown	Kelly	Food Service Attendant	CL	Copper Creek Elementary	1	5+ years	Replacement	Mr. Greeson	
Crishi	Roseann	Transportation Attendant	CL	Transportation	1	5+ years	Replacement	Ms. Frye-George	
Farlow	Sydney	Campus Monitor	CL	Rio Vista Elementary	1	0 years	Replacement	Ms. Spillane	
Johnson	Anani	Classroom Aide/Caregiver	CL	Holaway Elementary	2	0 years	Replacement	Mr. Frederiksen	
Martinez	Grace	Educational Assistant to the Elem	CL	Holaway Elementary	4	5+ years	Replacement	Mr. Frederiksen	
Massey	Christian	Custodian I	CL	CDO High School	2	3 years	Replacement	Ms. Bulleigh	
O'Connell	Amanda	Classroom Aide/Caregiver	CL	Keeling Elementary	2	0 years	Replacement	Ms. Orelup	
Ramirez	David	Bus Driver	CL	Transportation	11	5+ years	Replacement	Ms. Frye-George	
Smith	Lenardo	Custodian I	CL	Amphi Middle School	2	5 years	Replacement	Ms. Wichers	
Stevens	Paul	Special Events Worker	CL	Ironwood Ridge High			New		\$13.85 per hour
Teager	Lisa	GEAR UP Assistant	CL	Amphi High School	4	5+ years	Replacement	Mr. Malis	4
Bigham	Taylor	Student Worker	ASW	CDO High School			New	Ms. Bulleigh	\$12.80 per hour

<p>* 2023-2024 School Year</p> <p>Addendum Former employee or new hire receiving extra-curricular position</p> <p>New New hire filling a newly created position</p> <p>Rehire Former employee returning to a position in the district</p> <p>Replacement New hire filling a vacated position</p> <p>Rescind Declined position after appointment</p>	<p>HSP High School Principal</p> <p>MSP Middle School Principal</p> <p>ESP Elementary School Principal</p> <p>HSA High School Assistant Principal</p> <p>MSA Assistant Middle School Principal</p> <p>ESA Elementary Assistant Principal</p> <p>SAS Support Administrator</p>	<p>ADCT Addendum Certified</p> <p>ADCL Addendum Classified</p> <p>ADACS Addendum Amphi Community Schools</p> <p>ADDM Addendum Only</p> <p>CT-AD Certified Administrative</p> <p>CT Certified</p> <p>CL-AD Classified Administrative</p> <p>CL Classified</p> <p>PR Professional</p> <p>ASW Student Worker</p>
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02/28/2023
 GOVERNING BOARD MEETING
 APPOINTMENTS

SUBSTITUTES

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Courtney	Benjamin		CT		02/15/2023	
Hobson	Eric		CT		02/16/2023	
Jacobo	Ann Marie		CT		02/15/2023	
Milner	Sarah-Jean		CT		02/16/2023	
Sholl	Shane		CT		02/16/2023	
Wilson	Erin		CT		02/16/2023	
Wyble	Sommer		CT		02/16/2023	
Yrigoyen	Dominic		CL		02/15/2023	

AD Administrative
 PR Professional
 CT Certified
 CL Classified



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

DATE OF MEETING: February 28, 2023

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 February 27, 2023. The item also includes a proposed change to the placement level for the Security Officer job description.

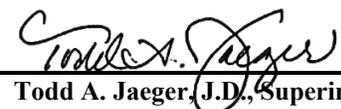
RECOMMENDATION:

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: February 27, 2023


Todd A. Jaeger, J.D., Superintendent

2/28/2023

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Dickinson	Kimberly	Teacher - Career Exploration & Trans	CT	Amphi Academy Online	Added Duty			\$1,090.93
Canupp	Pauline	Food Service Attendant	CL	Ironwood Ridge High	Transfer	1	N/A	
Canupp	Pauline	Food Service Attendant	CL	Cross Middle School	Transfer	1	N/A	
Gardoni	Beatrice	Classroom Aide/Caregiver	CL	Holaway Elementary	Transfer	2	+\$0.60	
Gardoni	Beatrice	Classroom Aide/Caregiver	CL	Holaway Elementary	Increase FTE			+0.1255
Johns	Jessica	Special Education Teaching Assistan	CL	Amphi High School	Decrease FTE			<0.3125>
Wright	Paula	Food Service Attendant	CL	Ironwood Ridge High	Transfer	1	N/A	
Ackerman	Janet	ADDN - R.I.S.E. (Teacher)	ADCT	Ironwood Ridge High	Addendum			\$42.00 per hour
Ackerman	Janet	ADDN - Certified Tutor	ADCT	Ironwood Ridge High	Addendum			\$42.00 per hour
Applet	Megan	ADDN - Certified Tutor	ADCT	Ironwood Ridge High	Addendum			\$42.00 per hour
Baker	Kevin	ADDN - Certified Tutor	ADCT	Ironwood Ridge High	Addendum			\$42.00 per hour
Basye	Jody	Coach - Track Assistant HS	ADCT	CDO High School	Addendum			\$2,400.00
Bomke Keating	Amy	ADDN - Certified Tutor	ADCT	CDO High School	Addendum			\$42.00 per hour
Bonar	Ann	ADDN - R.I.S.E. (Teacher)	ADCT	CDO High School	Addendum			\$42.00 per hour
Bonar	Ann	ADDN - Homebound	ADCT	CDO High School	Addendum			\$42.00 per hour
Brestel	Emily	Psychologist	ADCT	Prince Elementary	Added Duty			\$4,930.88
Bruce	Kathryn	Coach - Basketball Head MS	ADCT	Coronado K-8 School	Addendum			\$1,700.00
Bruce	Kathryn	Coach - Volleyball Head MS	ADCT	Coronado K-8 School	Addendum			\$1,700.00
Carter	Beth	ADDN - Section 504	ADCT	Cross Middle School	Addendum			\$800.00
Castle	Jordan	ADDN - Certified Tutor	ADCT	CDO High School	Addendum			\$42.00 per hour
Chen	Christopher	ADDN - Certified Tutor	ADCT	CDO High School	Addendum			\$42.00 per hour
Fulks	Neal	ADDN - Interscholastic Activities Mgr	ADCT	Ironwood Ridge High	Addendum			\$2,850.00

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*	2023-2024 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
Fulks	Neal	ADDN - R.I.S.E. (Teacher)	ADCT	Ironwood Ridge High	Addendum		\$42.00 per hour	
Gipson	Lori	ADDN - Certified Tutor	ADCT	Ironwood Ridge High	Addendum		\$42.00 per hour	
Girard	Robert	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	
Godlewski	Fabienna	ADDN - Homebound	ADCT	CDO High School	Addendum		\$42.00 per hour	
Godlewski	Fabienna	ADDN - R.I.S.E. (Teacher)	ADCT	CDO High School	Addendum		\$42.00 per hour	
Goldberg	Gina	ADDN - Certified Staff Trainer	ADCT	Holaway Elementary	Addendum		\$30.00 per hour	
Goldstein	Heidi	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	
Greene	Hannah	ADDN - Certified Tutor	ADCT	Ironwood Ridge High	Addendum		\$42.00 per hour	
Grimes	Elizabeth	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	
Habinek	Daniel	ADDN - Certified Tutor	ADCT	Ironwood Ridge High	Addendum		\$42.00 per hour	
Johnson	Marian	ADDN - Certified Staff Trainer	ADCT	Amphi High School	Addendum		\$30.00 per hour	
Karnes	Emily	Coach - Basketball Assistant - 3rd Se	ADCT	Cross Middle School	Addendum		\$1,400.00	
Kevershan	Kimberly	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	
Lantz	Robert	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	
Leider	Sydney	ADDN - Certified Tutor	ADCT	Ironwood Ridge High	Addendum		\$42.00 per hour	
Marcisak	Adrianna	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	
Mayhew	Constance	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	
McCann-Smith	Sarina	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	8
McCarthy	Shannon	Psychologist	ADCT	Prince Elementary	Added Duty		\$4,269.35	
McQuade	Lavinia	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Nicley	Camille	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	
Obregon	Jose	Coach - Volleyball Assistant MS	ADCT	Wilson K-8 School	Addendum		\$1,400.00	
Pechuzal	Caroline	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	
Rogers	Alison	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	

*	2023-2024 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
Rouille	Doreen	ADDN - Certified Tutor	ADCT	Ironwood Ridge High	Addendum		\$42.00 per hour	
Schwingbeck	Michael	Coach - Baseball Assistant HS	ADCT	Amphi High School	Addendum		\$2,400.00	
Seo	John	ADDN - Certified Tutor	ADCT	Ironwood Ridge High	Addendum		\$42.00 per hour	
Silvas	Sharon	Coach - Track Head MS	ADCT	Wilson K-8 School	Addendum		\$1,700.00	
Slattery	Ruth	ADDN - Certified Tutor	ADCT	Ironwood Ridge High	Addendum		\$42.00 per hour	
Sutton	Kyle	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	
Thomure	Emery	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	
Vissichelli	Joseph	ADDN - Certified Tutor	ADCT	Ironwood Ridge High	Addendum		\$42.00 per hour	
Wentworth	Ann	ADDN - R.I.S.E. (Teacher)	ADCT	Ironwood Ridge High	Addendum		\$42.00 per hour	
Wentworth	Ann	ADDN - Certified Tutor	ADCT	Ironwood Ridge High	Addendum		\$42.00 per hour	
Wojdyla	Cheryl	Coach - Volleyball Head MS	ADCT	Wilson K-8 School	Addendum		\$1,700.00	
Yetman	Christopher	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	
Youngling	Roland	Associate Coach	ADCT	Amphi High School	Addendum		\$1,000.00	
Brown	Desiree	ADDN - Extra Hours	ADCL	Cross Middle School	Added Duty		\$14.43 per hour	
Hernandez	Mary	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$15.55 per hour	
Sennett	Daniel	ADDN - Classroom Aide/Caregiver	ADCL	Rio Vista Elementary	Addendum		\$15.11 per hour	
Sipchen	James	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$15.55 per hour	

*	2023-2024 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		



SECURITY OFFICER

QUALIFICATIONS

A. REQUIRED

- High school graduation or GED
- At least six months of work experience in the police or security field.

B. DESIRED

- A high degree of judgment and maturity.
- One year of experience in police or security work.

SUMMARY

Performs routine security work in protecting district personnel, students, visitors and volunteers from fire, traffic, and other personal safety hazards.

Reports to: Appropriate Administrator

ESSENTIAL FUNCTIONS

- Patrols campus grounds, watching for fires, prowlers, vandalism or other unusual occurrences.
- Makes periodic rounds of buildings to check locks, windows, and general security.
- Regulates traffic and parking.
- Maintains alertness in order to be available to students and others in emergencies of all types.
- Periodically reports to supervisor on matters concerning safety and security.
- Investigates various types of occurrences; submits written reports to school supervisor as well as local police officials, if necessary.
- Remains alert to surroundings, maintaining order and discipline, as necessary.
- Reports use of illegal substances on campus by students and reports any and all actions by students which are in violation of the Student Code of Conduct.
- May question identity of unknown individuals on campus, requesting those without district employee, student, visitor, substitute, or volunteer identification badges to report to the school administration office or leave the campus.
- Exhibits patience, courtesy and tact when dealing with others.
- Promotes and supports district-wide educational advancement in 21st Century Skills.
- Integrates knowledge and skills that are relevant to the 21st Century
- Performs related duties as required.

MENTAL AND PHYSICAL REQUIREMENTS

- Ability to communicate clearly, both verbally and in writing
- Ability to exercise judgement in accordance with established procedures
- Ability to work alone and as part of a team
- Ability to carry up to 20 pounds
- Ability to climb stairs and ladders



SECURITY OFFICER

- Ability to walk on uneven surfaces
- Ability to lift, climb, stoop, bend, twist, reach, walk and stand for long periods of time
- Ability to perform tasks requiring manual dexterity
- Ability to understand and carry out complicated written and oral instructions
- Ability to sustain extended work hours and problem situations



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

DATE OF MEETING: February 28, 2023

TITLE: Approval of Leave(s) of Absence

BACKGROUND:

Leave(s) of absence will be presented herein and are current as of February 20, 2023.

RECOMMENDATION:

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

INITIATED BY:

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

Date: February 20, 2023

Todd A. Jaeger, J.D., Superintendent

2/28/2023

**GOVERNING BOARD MEETING
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Emans	Kaylee	Teacher - Grade 5	CT	Prince Elementary	02/03/2023	End Date
Harding	Kevin	Teacher - Diesel Engine Repair	CT	Amphi High School	02/06/2023	Start Date
Jackson-Rawdin	Jillian	Teacher - Grade 4	CT	Prince Elementary	02/10/2023	End Date
Testa	Christine	Psychologist	CL-PR	Prince Elementary	01/06/2023	Start Date
Escarriga Castro	M. Frania	Cook	CL	Amphi High School	02/07/2023	End Date
Hossain	Ismat	Special Education Teaching Assist:CL		Copper Creek Elementary	03/02/2023	Start Date
Simmons	William	Instructional Technology Specialist CL		Walker Elementary	02/06/2023	Start Date

- * 2023-2024 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: February 28, 2023

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

BACKGROUND:

Separation(s) and termination(s) will be presented herein. Separations are current as of February 20, 2023.

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: February 20, 2023


Todd A. Jaeger, J.D., Superintendent

2/28/2023

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Ely	Stacia	Teacher - General Science	CT	Wilson K-8 School	05/19/2023	Resignation	
Greenway	Mike	Teacher - History	CT	Ironwood Ridge High	05/19/2023	Retirement	
Redford	Anita	School Nurse	CL-PR	Rillito Center	05/19/2023	Resignation	
Benner	Heidi	Classroom Aide/Caregiver	CL	Amphi Middle School	02/08/2023	Resignation	
Chacon	Charlene	Crossing Guard	CL	Copper Creek Elementary	01/25/2023	Resignation	
Deconcini	Nina	Special Education Teaching	ACL	Rillito Center	02/28/2023	Resignation	
Estrada	Ricardo	Custodian I	CL	Ironwood Ridge High	03/03/2023	Resignation	
Flake	Jeanette	Library Assistant	CL	Prince Elementary	01/25/2023	Resignation	
Reidhead	Morgan	Classroom Aide/Caregiver	CL	Donaldson Elementary	02/07/2023	Resignation	
Sheesley	Cindy	Parent Educator	CL	Federal/State Programs	04/07/2023	Retirement	
Spruce	Darcy	Library Assistant	CL	Innovation Academy	03/03/2023	Resignation	
Yazzie	Carla	Behavioral Intervention Monito	CL	CDO High School	02/17/2023	Resignation	

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*	2023-2024 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

02/28/2023
GOVERNING BOARD MEETING
SEPARATIONS

Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Farrell	Jeff		CT		02/08/2023	
Woods	Stephen		CT		02/09/2023	

AD Administrative
PR Professional
CT Certified
CL Classified



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

DATE OF MEETING: February 28, 2023

TITLE: Approval of Stipend for Coaching Volunteers

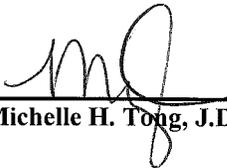
BACKGROUND:

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of February 20, 2023.

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: February 20, 2023

2/28/2023

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Azares	Jerry	Coach - Volleyball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Baez	Rodolfo	Coach - Softball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Catalano	Tami	Coach - Spiritleading Assistant W	Ironwood Ridge High	Stipend	\$2,250.00
Harvey	Zion	Coach - Track Assistant HS	Amphi High School	Stipend	\$2,400.00
Humbert	Anthony	Coach - Basketball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Lopez Jr	Luis	Coach - Soccer Assistant - 3rd Se	Cross Middle School	Stipend	\$1,400.00
McAdams	Makayla	Coach - Softball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
McClore	Nicholas	Coach - Baseball Assistant MS	Wilson K-8 School	Stipend	\$1,400.00
Pakkala	Jason	Coach - Baseball Head MS	Wilson K-8 School	Stipend	\$1,700.00
Rhonehouse	Andrew	Coach - Track Head HS	Ironwood Ridge High	Stipend	\$1,500.00
Stewart	Zachary	Coach - Track Assistant MS	Wilson K-8 School	Stipend	\$1,400.00
Winkel	Andrew	Coach - Volleyball Assistant HS	Ironwood Ridge High	Stipend	\$1,200.00

* 2023-2024 School Year



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

DATE OF MEETING: February 28, 2023

TITLE: Approval of Fiscal Year 2023-2024 Form of Contract for New-to-the-District Candidates

BACKGROUND:

On February 18, 2023, the District held a Career Fair for all classifications. At the Career Fair, administration offered a letter of intent to hire several candidates who interviewed for a certificated or professional Fiscal Year (FY) 2023-2024 vacancy. This agenda item is provided to permit the Governing Board to consider the forms of FY 2023-2024 contracts for new-to-the-District certificated and professional candidates to permit those candidates who received a letter of intent at the Career Fair to be offered a FY 2023-2024 contract as soon as possible.

A separate agenda item will be presented in April 2023 to permit the Governing Board to consider forms of FY 2023-2024 contract for the employees who are currently employed by the District. The goal is to issue their FY 2023-2024 contracts after the April 11, 2023 Board meeting.

RECOMMENDATION:

Administration recommends that the Governing Board approve the forms of contract as presented for use with new to the District candidates being hired for FY 2023-2024 into a certificated for professional position.

INITIATED BY:

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

Date: February 22, 2023

Todd A. Jaeger, J.D., Superintendent

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

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

1. District agrees to employ Administrator for fiscal year 2023-2024 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2023-2024 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2023-2024 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2023-2024 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2023-2024 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2023-2024 fiscal year is less or becomes less than that authorized at the beginning of the 2023-2024 fiscal year; b) the District fails to receive, during the 2023-2024 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2023, the District anticipates receiving for use in the 2023-2024 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

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

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

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

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

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

Administrator

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

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

1. District agrees to employ Professional for fiscal year 2023-2024 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of _____ together with any salary increase approved for Professional as part of the 2023-2024 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2023-2024 school year. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2023-2024 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2023-2024 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2023-2024 fiscal year is less or becomes less than that authorized at the beginning of the 2023-2024 fiscal year; b) the District fails to receive, during the 2023-2024 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2023, the District anticipates receiving for use in the 2023-2024 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively,

Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

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

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

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

Professional

AMPHITHEATER UNIFIED SCHOOL DISTRICT
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(Twelve Month)

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

Administrator

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

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

Professional

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

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

1. District agrees to employ Administrator for fiscal year 2023-2024 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2023-2024 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2023-2024 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2023-2024 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2023-2024 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back ten (10) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2023-2024 fiscal year is less or becomes less than that authorized at the beginning of the 2023-2024 fiscal year; b) the District fails to receive, during the 2023-2024 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2023, the District anticipates receiving for use in the 2023-2024 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

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

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

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

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

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

Administrator

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

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

1. District agrees to employ Administrator for fiscal year 2023-2024 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2023-2024 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2023-2024 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2023-2024 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2023-2024 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include six (6) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back twenty (20) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2023-2024 fiscal year is less or becomes less than that authorized at the beginning of the 2023-2024 fiscal year; b) the District fails to receive, during the 2023-2024 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2023, the District anticipates receiving for use in the 2023-2024 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

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

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

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

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

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

Administrator

The Governing Board:

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

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

1. District agrees to employ Teacher for fiscal year 2023-2024 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of _____ together with any salary increase approved for Teacher as part of the 2023-2024 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2023-2024 school year. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2023-2024 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2023-2024 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section seven (7). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

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

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

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

6. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2023-2024 fiscal year is less or becomes less than that authorized at the beginning of the 2023-2024 fiscal year; b) the District fails to receive, during the 2023-2024 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2023, the District anticipates receiving for use in the 2023-2024 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

7. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may

not receive funds to support supplements to Teacher's Base Salary. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

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

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

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

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

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

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

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

Teacher

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

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

1. District agrees to employ Administrator for fiscal year 2023-2024 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2023-2024 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2023-2024 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2023-2024 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2023-2024 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2023-2024 fiscal year is less or becomes less than that authorized at the beginning of the 2023-2024 fiscal year; b) the District fails to receive, during the 2023-2024 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2023, the District anticipates receiving for use in the 2023-2024 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

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

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2023-2024 school year only. Administrator is hereby notified that Administrator's employment is for the 2023-2024 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2023-2024 school year without any further notice or action on either party's part.

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

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

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

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

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

Administrator

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

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

1. District agrees to employ Professional for fiscal year 2023-2024 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of _____ together with any salary increase approved for Professional as part of the 2023-2024 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2023-2024 school year. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2023-2024 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2023-2024 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2023-2024 fiscal year is less or becomes less than that authorized at the beginning of the 2023-2024 fiscal year; b) the District fails to receive, during the 2023-2024 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2023, the District anticipates receiving for use in the 2023-2024 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial

interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Professional hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Professional acknowledges and represents that Professional has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Professional also acknowledges, desires and intends that District and Professional will not make the contributions to ASRS for the salary paid to Professional pursuant to this Contract or pursuant to any other aspect of Professional's employment with District, but will comply with A.R.S. § 38-766.02. Professional also acknowledges, desires and intends that Professional will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Professional therefore expressly agree that Professional's employment under this Contract is for 2023-2024 school year only. Professional is hereby notified that Professional's employment is for the 2023-2024 school year only and Professional's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2023-2024 school year without any further notice or action on either party's part.

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

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

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

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

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

Professional

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

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

1. District agrees to employ Administrator for fiscal year 2023-2024 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2023-2024 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2023-2024 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2023-2024 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2023-2024 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2023-2024 fiscal year is less or becomes less than that authorized at the beginning of the 2023-2024 fiscal year; b) the District fails to receive, during the 2023-2024 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2023, the District anticipates receiving for use in the 2023-2024 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

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

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2023-2024 school year only. Administrator is hereby notified that Administrator's employment is for the 2023-2024 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2023-2024 school year without any further notice or action on either party's part.

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

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

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

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

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

Administrator

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

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

1. District agrees to employ Professional for fiscal year 2023-2024 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of _____ together with any salary increase approved for Professional as part of the 2023-2024 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2023-2024 school year. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2023-2024 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2023-2024 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Professional's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Professional may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2023-2024 fiscal year is less or becomes less than that authorized at the beginning of the 2023-2024 fiscal year; b) the District fails to receive, during the 2023-2024 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2023, the District anticipates receiving for use in the 2023-2024 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

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

9. Professional hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Professional acknowledges and represents that Professional has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Professional also acknowledges, desires and intends that District and Professional will not make the contributions to ASRS for the salary paid to Professional pursuant to this Contract or pursuant to any other aspect of Professional's employment with District, but will comply with A.R.S. § 38-766.02. Professional also acknowledges, desires and intends that Professional will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Professional therefore expressly agree that Professional's employment under this Contract is for 2023-2024 school year only. Professional is hereby notified that Professional's employment is for the 2023-2024 school year only and Professional's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2023-2024 school year without any further notice or action on either party's part.

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

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

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

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

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

Professional

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

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

1. District agrees to employ Administrator for fiscal year 2023-2024 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2023-2024 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2023-2024 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2023-2024 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2023-2024 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back ten (10) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2023-2024 fiscal year is less or becomes less than that authorized at the beginning of the 2023-2024 fiscal year; b) the District fails to receive, during the 2023-2024 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2023, the District anticipates receiving for use in the 2023-2024 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

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

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2023-2024 school year only. Administrator is hereby notified that Administrator's employment is for the 2023-2024 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2023-2024 school year without any further notice or action on either party's part.

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

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

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

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

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

Administrator

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

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

1. District agrees to employ Teacher for fiscal year 2023-2024 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of _____ together with any salary increase approved for Teacher as part of the 2023-2024 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2023-2024 school year. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2023-2024 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2023-2024 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2023-2024 fiscal year is less or becomes less than that authorized at the beginning of the 2023-2024 fiscal year; b) the District fails to receive, during the 2023-2024 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2023, the District anticipates receiving for use in the 2023-2024 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

account is sufficient to support the payment.

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

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

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

10. Teacher hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Teacher acknowledges and represents that Teacher has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Teacher also acknowledges, desires and intends that District and Teacher will not make the contributions to ASRS for the salary paid to Teacher pursuant to this Contract or pursuant to any other aspect of Teacher's employment with District, but will comply with A.R.S. § 38-766.02. Teacher also acknowledges, desires and intends that Teacher will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. Finally, Teacher expressly acknowledges that Teacher is not subject to the requirements and conditions prescribed in Arizona Revised Statutes §§ 15-538, 15-538.01 and 15-539 through 15-543, including but not limited to, accrual of continuing status, preliminary notice of inadequacy of performance, or contract renewal. District and Teacher therefore expressly agree that Teacher's employment under this Contract is for 2023-2024 school year only. Teacher is hereby notified that Teacher's employment is for the 2023-2024 school year only and Teacher's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2023-2024 school year without any further notice or action on either party's part.

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

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

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

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

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

Teacher

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

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

1. District agrees to employ Administrator for fiscal year 2023-2024 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2023-2024 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2023-2024 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2023-2024 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2023-2024 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include six (6) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back twenty (20) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2023-2024 fiscal year is less or becomes less than that authorized at the beginning of the 2023-2024 fiscal year; b) the District fails to receive, during the 2023-2024 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2023, the District anticipates receiving for use in the 2023-2024 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

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

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

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2023-2024 school year only. Administrator is hereby notified that Administrator's employment is for the 2023-2024 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2023-2024 school year without any further notice or action on either party's part.

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

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

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

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

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

Administrator

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

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

1. District agrees to employ Teacher for fiscal year 2023-2024 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher. Board hereby notifies Teacher, and Teacher hereby acknowledges, that his/her employment is for the fiscal year only and that Teacher's contract will not be renewed for the following year. This contract will automatically terminate upon the conclusion of the fiscal year without need for any further notice or action on either party's part.

2. District agrees to pay Teacher a salary of _____ together with any salary increase approved for Teacher as part of the 2023-2024 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2023-2024 school year. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2023-2024 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2023-2024 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2023-2024 fiscal year is less or becomes less than that authorized at the beginning of the 2023-2024 fiscal year; b) the District fails to receive, during the 2023-2024 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2023, the District anticipates receiving for use in the 2023-2024 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

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

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

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

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

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

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

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

Teacher

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

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

1. District agrees to employ Teacher for fiscal year 2023-2024 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of _____ together with any salary increase approved for Teacher as part of the 2023-2024 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2023-2024 school year. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2023-2024 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2023-2024 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2023-2024 fiscal year is less or becomes less than that authorized at the beginning of the 2023-2024 fiscal year; b) the District fails to receive, during the 2023-2024 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2023, the District anticipates receiving for use in the 2023-2024 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

8. Pursuant to A.R.S. § 15550, if Teacher is arrested for or charged with any non--appealable- offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in Teacher's immediate dismissal in accordance with Arizona law.

9. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product

or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

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

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

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

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

Teacher



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

DATE OF MEETING: February 28, 2023

TITLE: Approval to Provide Post-Retirement Employment Opportunities during the 2023-2024 Fiscal Year

BACKGROUND:

Arizona’s school funding formulas create challenges for public school districts to remain competitive in hiring of essential school personnel. Currently, the national shortage of workers continues to exist after the “Great Resignation” of 2021. Employers throughout the nation continue to struggle to hire and retain employees, and the same is true for public school districts as employee turnover has increased significantly as market conditions drive up wages to attract employees.

Notwithstanding this, public schools continue to struggle to remain competitive with private industry because the state never changed its school funding formula to address the annual state-mandated minimum wage increases after the Fair Wages and Healthy Families Act went into effect in January 2017. Without the benefit of increased state funding, public employers, and especially school districts, have not had funds needed to address critical wage compression created with each annual minimum wage increase. School districts simply cannot compete with private employers who have the option to increase consumer pricing to hire employees. The Arizona state retirement contribution rates for employees have also continued to increase leading many to retire after a cost/benefit analysis.

Moreover, the national teacher shortage that has been in place for the past decade is the worst that it has ever been. Arizona universities report that the number of students entering their programs are insufficient to meet state teacher needs. Teacher retirements, combined with competition from private sector and other schools to hire teachers, particularly in hard to fill disciplines (e.g., math, science, and various professional disciplines that serve students who qualify for special education services), make it even more difficult for public school districts right now. Following the turmoil caused by the COVID-19 pandemic, the high attrition rate of educators across the nation continues to be an issue for schools nationwide.

There are specific limitations on the financial relief available from the federal government that prohibit it from being used for teacher salaries. The federal funds provided through the Elementary and Secondary School Emergency Relief Act (ESSER) do not relieve school districts from their obligations to meet high qualification requirements necessary to work at a public school district as a teacher or instructional staff member. Federal and Arizona state laws, such as the Every Student Succeeds Act and the Individuals with Disabilities Education Act, continue to demand high levels of qualifications for teachers and paraprofessionals providing instruction to students despite the national worker shortages and known attrition from the teaching profession. In addition, the student achievement goals and the school labels established under Arizona state law depend upon placement and retention of skilled educators.

Amphitheater Public Schools, like many school districts in the State, offers salary enhancements for personnel teaching in “hard-to-fill” positions. The District also currently hires retirees through a post-retirement, third-party “employee-leasing” arrangement with Educational Services, Inc. (“ESI”), which has enabled the District to lease personnel with valuable and much needed skills that might otherwise have been lost. Last year, the ESI contract was procured through the Mohave Cooperative, a procurement cooperative approved by the State of Arizona.

Lease-Back Employee Option

Arizona state law permits school districts to lease-back retired personnel from a third-party vendor, like ESI, without violating state retirement rules. The legality of retaining retired teachers and other employees through a third party “lease-back” arrangement is expressly established in A.R.S. § 15-502. It reads in relevant part:

“The governing board may obtain the services of any employee, including teachers, substitute teachers and administrators, by contracting with a private entity that employs personnel required by the school district.”

Recognizing that the District has a goal of hiring employees directly when possible, the District has offered a program to lease-back ASRS retirees through a third-party vendor (“TPV”), like ESI, for several years, and participants have been very positive about the opportunity. The program’s approval by the Board expires at the end of this fiscal year.

Benefits of Hiring Retired Employees

Permission to hire ASRS retirees in FY 2023-2024, whether by direct-hire or by lease through a TPV, is more important than ever. The District needs to be able to retain the loyal and dedicated employees who have helped it continue services to students and the community during the pandemic. An employee eligible to retire risks losing retirement payments to which they are entitled if they wait to retire to be able to continue working at the District.

By granting permission to hire ASRS retirees, the District employees who are eligible to retire will benefit because they will not have to wait to retire to continue doing their current job. Instead, they will be able to keep earning an income from the District while also receiving the retirement income that they are eligible to receive. It will also benefit the District by enabling it to retain loyal and trained employees, and by expanding the number of eligible candidates who the District can hire to fill its vacancies. There is also a slight savings when the District hires an ASRS retiree, particularly when the employee is a direct hire, since the alternative contribution owed to ASRS for an ASRS Retiree Return to Work is slightly less than for an employee who participates in the ASRS system.

Proposed Terms and Conditions for Retired Employees

It is proposed that the Board permit the hiring of retirees through a TPV to fill a District position under the following terms and conditions:

1. The post-retirement employment option will be offered for the 2023-2024 fiscal year and allow the retiree’s retention through a TPV, such as ESI, as may be selected by the District from the available options through the Mohave procurement cooperative, or its equivalent, beginning on July 1, 2023.
2. This option will be available for all employment classifications in the District who retired with an ASRS-provider less than twelve months (365 calendar days) before July 1, 2023. However, it is recommended that qualified retired individuals who have been separated from direct employment with an ASRS-provider for more than twelve months by July 1, 2023 be hired directly by the District, which will avoid TPV fees for that individual, and, if the retiree is in a position for which a District contract is issued, that the appropriate ASRS Retiree Return to Work contract version be issued for the retired staff member.
3. In the event of an emergency, the Superintendent or designee may appoint a retiree to fill a position on a temporary basis. This temporary appointment may be in effect for only one school year or until the position is otherwise filled, whichever comes first. The temporary appointee may apply for the position and go through the competitive process as stated above.

4. The terms of the retiree's employment with the approved TPV will be determined by the provider in consultation with the District, and the retiree must acknowledge those terms prior to placement with the District.
5. It is further recommended that an ASRS retired employee who is currently working for the District, whether hired through a TPV or by direct hire with the District (once qualified), continue to be compensated at the same rate (prorated by FTE) as this year and receive the benefit of any Board-approved compensation increase that may be approved for FY 2023-2024 if they remain in the same classification. The compensation of any ASRS Retiree Return to Work who is hired as a new hire or who is hired into a different classification from that worked in FY 2022-2023 shall be paid at 100% of the wage for which a non-ASRS retiree would qualify in the same circumstances.
6. Employment transitions between direct hire by the District and employment with the TPV must occur at the start of a pay period.
7. The approved TPV will make and/or pay all appropriate payroll deductions and taxes. The District will pay a service fee to the provider as determined by the District's contract with the vendor. The District will also make the requisite contribution to the ASRS, which does not modify the retiree's retirement benefits.
8. Personnel placed with the District through this program must meet all District, Arizona state and federal qualification standards, including but not limited to, fingerprint/background clearance, certification, endorsement, education level, and licensure.
9. Regardless of their status as employees of a third party rather than the District, all personnel placed with the District must comply with district, state and federal laws, policies, regulations, directives as well as school improvement plans of Amphitheater Public Schools.

RECOMMENDATION:

This item is presented for the Board's discussion, consideration and, if desired, approval and direction to the Administration.

INITIATED BY:



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

Date: February 22, 2023



Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: February 28, 2023

TITLE: Approval of Vouchers Totaling and Not Exceeding Approximately \$2,843,072.26

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:

A handwritten signature in cursive script that reads "Scott Little".

Scott Little, Chief Financial Officer

Date: February 27, 2023

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

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: February 28, 2023

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: February 20, 2023

Todd A. Jaeger, I.D., Superintendent

Gifts and Donations List		
Gifts and Donations		2/28/2023
1 Smart Charging Cart	Two Trees Technologies	Other
Ck in the amount \$3,584.00	Amphitheater Foundation	Rio Vista Elementary School
Ck in the amount \$200.00	Mary Graham	Rio Vista Elementary School
Ck in the amount \$826.00	Daniel & Melissa Moreno	Amphitheater High School
Printed Screen Shirts	SunSet Embroidery Screen Print	Rillito Center
Ck in the amount \$744.00	American Onling Giving Foundation	Ironwood Ridge High School



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

DATE OF MEETING: February 28, 2023

TITLE: Receipt of January 2023 Report on School Auxiliary and Club Balances

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little, Chief Financial Officer

Date: February 20, 2023

Todd A. Jaeger, J.D. Superintendent

**Amphitheater Public Schools
Summary of Activity for All Schools
Auxiliary Account
For the Month Ending January 31, 2023**

Beginning Balance	\$ 3,554,384.30
Plus Deposits	169,565.12
Less Disbursements	<u>(271,302.07)</u>
Ending Book Balance For All Schools	<u><u>\$3,452,647.35</u></u>
Outstanding Deposits	(259,644.20)
Outstanding Checks	<u>31,548.98</u>
Ending Bank Balance For All Schools	<u><u>\$3,224,552.13</u></u>

**Amphitheater Public Schools
Summary of Activity for All Schools
Student Activity Accounts
For Month Ending January 31, 2023**

Beginning Balance	\$715,695.99
Plus Deposits	48,500.47
Less Disbursements	<u>(25,485.28)</u>
Ending Book Balance For All Schools	<u><u>\$738,711.18</u></u>
Outstanding Deposits	\$ (22,215.40)
Outstanding Checks	<u>11,682.07</u>
Ending Bank Balance For All Schools	<u><u>\$728,177.85</u></u>

Amphitheater Public School District #10

Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending January 31, 2023

Amphi Middle School

Student Gov't	4,473.92
AVID	154.58
Culture Exchange	146.07
MESA Club	148.06
NJHS	178.52
Odyssey of the Mind	752.17
Science Club	1,511.52
Sports Academy	30.00
Yearbook	2,402.16
Amphi Middle School Total	\$ 9,797.00

Copper Creek Elementary

Student Council	2,159.11
Accelerated Reader Club	845.33
Turquoise Times	32.28
Copper Creek Total	\$ 3,036.72

Coronado K-8 Schools

Elementary Student Council	4,858.12
Middle School Student Council	2,418.95
Astronomy/Space & Science	221.76
Band	3,951.05
C.H.O.I.C.E.S.	1,191.56
Chorus	1,319.41
Coronado FCA	42.00
Coronado Musicians Club	1,120.05
Indoor Percussion Club	755.00
Kids Helping Kids	339.13
NEHS	41.00
National Junior Honor Society	3,174.82
Odyssey of the Mind	1,577.35
Orchestra	930.57
Running Club	3,152.56
Wrestlers Club	871.70
Coronado Total	\$ 25,965.03

Cross Middle School

Student Council	6,708.51
6th Grade Club	282.15
Band Club	2,060.92
Choir Club	2,216.40
Future Problem Solvers	145.00
Guitar Club	2,088.46
Life Skills Exploratory Club	142.96
Math Counts	242.87
Musical Theater Club	1,315.32
NJHS	1,944.15
Orchestra Club	4,017.72
PE Club	3,162.13
Star Club	2,313.57
Tri-M Club	335.31
Web Club	1,783.38
Cross Middle School Total	\$ 28,758.85

Amphitheater Public School District #10

**Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending January 31, 2023**

<u>Donaldson Elementary</u>	
Student Council	942.66
Donaldson Total	\$ 942.66
<u>Harelson Elementary</u>	
Student Council	613.60
5th Grade Activities	125.36
Track	307.65
Harelson Total	\$ 1,046.61
<u>Holaway Elementary</u>	
Student Council	856.24
Holaway Total	\$ 856.24
<u>Innovation Academy</u>	
Student Council	894.41
Algebra Club	936.09
Entrepreneur Club	43.90
Odyssey of the Mind	9,002.25
Innovation Academy Total	\$ 10,876.65
<u>Keeling Elementary</u>	
Student Council	930.71
Keeling Total	\$ 930.71
<u>La Cima Middle School</u>	
Student Council	8,079.75
NJHS	1,042.40
La Cima Total	\$ 9,122.15
<u>Mesa Verde Elementary</u>	
Student Council	4,616.31
Mesa Verde Total	\$ 4,616.31
<u>Nash Elementary</u>	
Student Council	1,634.36
Nash Total	\$ 1,634.36
<u>Painted Sky Elementary</u>	
Student Council	2,851.11
Nature Shop	929.20
Orchestra	304.74
Band	344.45
Chorus	653.42
Milers	1,001.75
OM	951.79
Bagel & Books	-
Sign Language	126.00
Algebra	-
Yoga	-
NEHS	473.92
Garden Club	-
Math Club	23.00
Sewing Club	-
Art Club	209.84
Sports Club	120.01
Painted Sky Total	\$ 7,989.23

Amphitheater Public School District #10

**Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending January 31, 2023**

Prince Elementary

Student Council	760.97
Prince Total	\$ 760.97

Rio Vista Elementary

Student Council	461.67
Rio Vista Total	\$ 461.67

Walker

Student Council	1,958.38
Fitness Fanatics	257.90
Odyssey of the Mind	223.72
Walker Total	\$ 2,440.00

Wilson

Student Council	8,858.70
Algebra Club	473.77
Archery Club	1,626.67
Art Club	2,906.76
Elementary Art	280.00
Elementary Choir	867.22
GameMakers	210.00
MS Choir	2,920.92
MS Theater Club	394.64
National Junior Honor Society (NJHS)	1,839.26
Odyssey of the Mind	566.83
Robotics Club	1,078.53
Science Club	60.00
Science Club K-2	1,392.61
STEM Club	1,865.06
Yearbook Club	2,319.03
Wilson Total	\$ 27,660.00

Total K-8 Club Balances **\$ 136,895.16**

Plus: Outstanding Checks	1,079.88
Less: Outstanding Deposits (Inc CC's)	(337.34)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-

Bank Balance **\$ 137,637.70**

Sweep Account \$ 137,637.70
0.00

**Amphi High School
Student Activity Account
Schedule of Club Balances
For the Month Ending January 31, 2023**

1001 Student Council	\$ 16,008.94	1470 Soccer -Girls	\$ 116.76
1035 Art Club	920.01	1480 Link Crew	-
1070 Band Club	179.46	1520 Media Club	1,223.37
1080 Baseball	5,098.59	1560 National Honor Society	247.61
1085 Golf -Boys	-	1590 Odyssey of the Mind	876.16
1110 Basketball -Girls	1,106.41	1600 Orchestra Club	1,006.17
1113 Drama Club	1,659.11	1630 Panther Popcorn	2,390.92
1115 Choir Club	2,589.43	1730 ASL Club	3,017.37
1120 AVID Club	677.49	1744 Auto Skills USA Amphi Chapter	2,303.71
1128 Mt. Bike Club	533.26	1745 Soccer -Boys	112.82
1145 AHS Chess Club-GOT	20.00	1770 Softball Club	1,355.08
1172 Dance Club	77.43	1780 Spanish Club	1,462.67
1180 Basketball -Boys	993.25	1785 AHS Spiritlines	493.18
1200 Panther Partners Club	2,547.93	1790 Cross Country Club -Girls	1,663.53
1227 Yearbook Club	1,228.03	1795 Cross Country Club -Boys	-
1234 FFA Club	2,797.87	1803 HOSA Club	733.28
1235 FFA - Fair Checks	16,134.23	1830 Swim Club	1,220.19
1240 Fut Comp Scientists of AHS	374.06	1835 Tennis -Girls	11.72
1245 French Club	2,557.71	1840 Tennis -Boys	5.58
1255 Photo Club	4,108.41	1850 Tech Theater Club	380.68
1241 The Game Club	51.00	1860 Trackers - Track & Field Club	13.38
1265 Equality Club	564.00	1900 Volleyball -Girls	4,289.32
1280 Greenhouse Club	62.70	1905 Beach Volleyball	4,141.10
1290 Wrestling	448.45	1950 Bookstore Over/Short	0.50
1300 Football Club	4,198.79		
1310 Inter Act Club	1,419.25		
1350 Volleyball -Boys	109.35		

Amphi High School Total Clubs **\$ 93,530.26**

Plus: Outstanding Checks	2,323.67
Less: Outstanding Deposits (Inc CC's)	(662.40)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	\$ 95,191.53

Sweep Account \$ 95,191.53
0.00

**Canyon Del Oro High School
Student Activity Account
Schedule of Club Balances
For the Month Ending January 31, 2023**

1001 Student Council	\$ 61,152.86	1300 Football Club	\$ 2,349.52
1020 Academic Decathlon	10,783.12	1345 Take-A-Hike Club	133.18
1031 Black Excellence Student Union	45.50	1350 Volleyball -Boys	337.46
1033 Awareness	55.00	1400 HOSA-Bio Science	408.58
1034 AM Art Club	203.00	1420 IB Club	259.47
1050 Amphi All-Stars Club/Special Olympics	472.84	1470 Soccer -Girls	-
1060 Asian American Cultural Society	-	1472 Latino Student Union	-
1070 Band Club	1,375.00	1480 Link Crew	2,468.14
1081 Be Kind /Ben's Bell Club	465.64	1530 Model United Nations	208.84
1083 Biology Club	1,101.28	1560 National Honor Society	1,527.87
1084 Bowling Club	1,188.34	1575 United Native Nations	-
1085 Golf -Boys	18,477.35	1590 Odyssey of the Mind	8,030.23
1110 Basketball -Girls	17,018.09	1600 Orchestra Club	9.55
1111 Book Club	20.62	1640 Ping Pong	-
1113 Drama Club	6,662.83	1650 Psychology Club	28.00
1115 Choir	4,235.00	1710 Math Club	205.72
1118 Engineering Club	397.59	1740 Sign Language Club	1.47
1128 Mountain Bike	-	1742 Senior Spirit Squad	333.69
1140 Chemistry Club	398.13	1743 Skills USA Architecture	3,841.60
1145 Chess	966.00	1744 Skills USA Autos	6,123.30
1150 Culinary Arts/FCCLA	4,092.91	1745 Soccer -Boys	27.60
1155 Catering	11,787.16	1755 Society	-
1172 Dance	7,994.86	1770 Softball Club	11,515.35
1180 Basketball -Boys	2.66	1780 Spanish Club	754.58
1200 Dream Team	5,448.32	1785 Spiritline/ Cheer	13,958.44
1220 Girls Who Code Club	-	1790 Cross Country	2,151.88
1224 Entrepreneurship Club	1,171.00	1800 Sports Medicine- HOSA	2,951.96
1225 Environmentalist Club	913.86	1830 Swim Club	-
1226 Early Childhood	4,931.62	1835 Tennis -Girls	546.66
1227 Yearbook	7,888.18	1840 Tennis -Boys	5,630.58
1230 FCA Club	-	1860 Track & Field Club	11,850.29
1245 French Club	126.76	1865 TRI-M Club	831.48
1250 FBLA	174.00	1880 Unicycle	-
1254 Fashion Photography	26.00	1905 Volleyball -Beach	7,156.42
1255 Photography Club	4,118.17	1950 Bookstore Over/Short	-
1267 LGBTQ+	266.62		
1270 German Club	756.36		
1280 Golf -Girls	-		
1290 Wrestling	9,991.99		

CDO High School Total Clubs **\$ 268,350.52**

Plus: Outstanding Checks	5,136.47
Less: Outstanding Deposits (Inc CC's)	(2,769.67)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	\$ 270,717.32

Sweep Account \$ 270,717.32
0.00

**Ironwood Ridge High School
Student Activity Account
Schedule of Club Balances
For the Month Ending January 31, 2023**

1001 Student Council	\$ 47,902.80	1530 Model United Nations	8,642.24
1035 Art Club	2,054.43	1560 National Honor Society	2,470.10
1040 Photography/Skills USA	-	1590 Odyssey of the Mind	-
1070 Band Club	915.51	1595 Japanese	311.87
1075 Cares for Kids	212.37	1600 Orchestra Club	3.75
1080 Baseball	1,807.71	1630 Journalism	7,876.17
1085 Golf -Boys	3,011.16	1700 Club Green	1,694.49
1095 Ridge Audio	428.44	1720 Athletic Club	11.14
1110 Basketball -Girls	417.78	1740 Sign Language	399.00
1113 Drama	120.96	1745 Soccer -Boys	15,104.52
1115 Choir	3,628.31	1750 Robotics Club	2,289.45
1150 Culinary Arts	2,877.17	1770 Softball Club	230.01
1172 Pomline	13,536.44	1780 Spanish Club	-
1180 Basketball -Boys	1,448.86	1785 Spirit-Cheer Club	4,632.72
1203 Pop till you Drop	379.39	1790 Cross Country	906.13
1215 Animal Club	-	1800 Sports Medicine	1,424.16
1227 Yearbook	27,178.43	1830 Swim Club	7,005.32
1230 FCA-Fellowship Christian Ath	-	1835 Tennis -Girls	1,164.25
1245 French	1,325.40	1840 Tennis -Boys	5,475.79
1255 Film	1,301.93	1850 Tech Theater Club	1,209.94
1260 Gaming	114.95	1860 Track & Field Club	-
1265 Q Club	399.57	1900 Volleyball -Girls	20,210.38
1275 Golf -Girls	51.33	1905 Volleyball -Beach	9,458.07
1285 History/Travel	1,235.69	1910 So. AZ Veterans Heritage Club	2,937.91
1290 Wrestling	1,153.12	1940 Young Life	15.00
1300 Football	800.35	1950 Bookstore Over/Short	-
1350 Volleyball -Boys	10,621.84		
1400 HOSA-Bio Science Club	3,409.15		
1430 Key Club	770.47		
1470 Soccer -Girls	19,359.27		

IRHS School Total Clubs	\$ 239,935.24
Plus: Outstanding Checks	3,142.05
Less: Outstanding Deposits (Inc CC's)	(18,445.99)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	\$ 224,631.30

Sweep Account \$ 224,631.30
0.00



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

DATE OF MEETING: February 28, 2023

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

BACKGROUND:

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

CDO Boys Basketball Booster Club

RECOMMENDATION:

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

INITIATED BY:

Scott Little, Chief Financial Officer

Date: February 21, 2023

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 CDO Boys Basketball Booster Club School Canyon del Oro High Sch

Related Student Organization or Club _____ Taxpayer I.D. 81-1087242

OFFICERS:

Name: Dani Knauper

Name: Michelle Figueroa

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 05/01/18

Date taking office: 10/05/02

Name: _____

Name: Angela Sauber

Office Held: _____

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: _____

Date taking office: 10/05/22

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 Executive meetings held how often? Yearly

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.

M Figueroa 10/5/22 Dani Knauper
Signature Date Signature Date

Anna K Renteria Tara Balluff Angela Sauber
Signature Date Signature Date

Site Administrator's Approval: _____ Date 11/3/22

FEB 8 '23 AM 10:53

For district use: Finance Department recommendation: approved
Governing Board Agenda date: 69 2/28/2023

my copy sent 11/4



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

DATE OF MEETING: February 28, 2023

TITLE: Sale of Surplus Electronic Equipment- Based Upon Responses to Request for Quotes (RFQ) 2212023

BACKGROUND:

Request for Quote 2212023 (RFQ) for the Recycle/Disposal of Surplus Electronic Equipment was posted for 15 days on the Arizona Purchasing site on www.AZPurchasing.org. This solicitation requested bids for the Recycle/Disposal of Surplus Electronic Equipment. The sale of this surplus is revenue to the District.

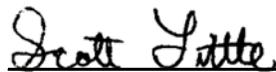
There were twenty-two vendors who downloaded the solicitation from www.AZPurchasing.org. There were ten no quotes. The four responsive vendors:

Cornerstone Technologies USA	\$13,430.00
Hakuna Services dba Get Dimension	\$10,000.00
Rocket Drop	\$ 5,000.00
Desk Top	\$ 750.00

RECOMMENDATION:

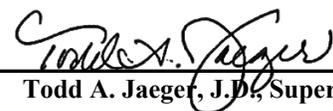
It is the recommendation of the Administration that the Governing Board award a contract to **Cornerstone Technologies USA** as determined by their responsive quotes to RFQ 2212023 for the Recycle/Disposal of Surplus Electronic Equipment.

INITIATED BY:



Scott Little, Chief Financial Officer

Date: February 21, 2023



Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: February 28, 2023

TITLE: Approval to Cancel Food Service Department Agreement with the ASPIN/Mohave Cooperative

BACKGROUND:

The District's Food Service Department has previously entered into an agreement with the ASPIN/Mohave Cooperative (Co-op) to purchase food supplies and deposited \$100,000 with the Co-op. The District's hiring of a Food Serviced Management Company eliminates the Food Service Department's need for direct purchase of food supplies from the Co-op.

The District's Career & Technical Education Department has an independent agreement with the Co-op to purchase food supplies for use in educational programs and has deposited funds with the Co-op.

The ASPIN/Mohave Cooperative requires approval from the Governing Board to cancel the Food Service Department Agreement and return deposited funds.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approves the cancellation of the Food Service Department's agreement with the ASPIN/Mohave Cooperative and authorizes the Administration to cancel the agreement and request return of deposited funds.

INITIATED BY:

Richard C. La Nasa, Executive Manager, Operational Support

Date: February 20, 2023

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: February 28, 2023

TITLE: Approval of Out of State Travel

BACKGROUND:

STAFF

Lucas Smith, Carla Garcia, and Katherine Engel of Amphitheater High School request permission to attend SEL in Action Convening in Lost Pines, Texas on March 29-31, 2023. Approximate cost of travel is \$840.00 and will be paid using Gifts and Donations funds. Conference expenses are being paid by NoVo Foundation. Three school days will be missed, and substitutes are required.

Kyle Pruitt of Facilities requests permission to attend CONEXPO in Las Vegas, Nevada on March 14-18, 2023. Approximate cost of travel is \$2,825.50 and will be paid using Maintenance and Operating funds. One school day will be missed, and no substitutes are required.

Travel was previously approved at the February 14, 2023 Board meeting for Judy Becker-Rohrer, Katie Claus, Gary Sandoval, Shawn Smith, Kevin Harding, Morgan Berrigan, Matt Scrivner, Michele Theisz, Jeanne Velasquez, Michael Vo, David Watson, Albert Malis, Leighann Reynolds, and Glenda Arffa of Amphitheater High School to attend AVID 2023 Summer Institute in San Diego, California on June 18-21, 2023. Attendees now include Marley Murrell and Lucas Smith. Approximate cost of travel is \$42,647.00 and will be paid using Title I funds.

BUDGET CODE KEY		
530.00.511.1062.6113.281.0000	Gifts & Donations	ESL Instruction, Substitutes, AHS
001.00.100.2579.6360.527.0000	M & O	Non-Instructional Training, Staff Training, Facilities
001.00.100.2579.6582.527.0000	M & O	Non-Instructional Training, Staff Travel, Facilities

RECOMMENDATION:

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

INITIATED BY:

Matthew Munger
Associate Superintendent for Secondary Education

Date: February 21, 2023

Todd A. Jaeger, J.D., Superintendent

**AMPHITHEATER PUBLIC SCHOOLS
STAFF TRAVEL/CONFERENCE REQUEST**

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

EMPLOYEE(S): _____ Lucas Smith SCHOOL: AHS
 Carla Garcia Katherine Engel Department (opt.): _____
 _____ DATE(S): 3/29/23-3/31/23

ACTIVITY/EVENT: SEL in Action Convening

LOCATION: Hyatt Regency Lost Pines Resort, 575 Hyatt Lost Pines Road, Lost Pines, TX, 78612

ABSENCE: # Days 3 Sub Required: Yes No # of School Days Missed 3

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>	<u>BUDGET CODE/DESCRIPTION</u> (Note: Tax credit contributions are District funds and require a budget code.)
Registration	<u>0</u>	<u>Paid for in full by NoVo Foundation</u>
Transportation	<u>0 Mode air</u>	<u>Paid for in full by NoVo Foundation</u>
Rental Car	<u>0 NA</u>	
Meals	<u>0</u>	<u>Paid for in full by NoVo Foundation</u>
Lodging	<u>0</u>	<u>Paid for in full by NoVo Foundation</u>
Substitutes	<u>(6 days) \$840</u>	530.00.511.1062.6113.281.0000
TOTAL	<u>\$840.00</u>	

The District will (or) will not receive reimbursement from outside sources.

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

Purpose of travel: To learn new ideas and SEL practices

Outcomes and academic benefits to students and staff: To apply new SEL ideas and practices in Amphi schools and community.

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

- | | | |
|---|---|---|
| <input 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 | |

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

Submitted by:  73 1-28-2023
 Signature Date

M. S. Orff 1/30/23
Principal/Supervisor Date

[Signature] 2/10/23
Associate Superintendent/Superintendent Date

rev. 6/1/2022

**AMPHITHEATER PUBLIC SCHOOLS
STAFF TRAVEL/CONFERENCE REQUEST**

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

EMPLOYEE(S): Kyle Pruitt _____

SCHOOL: Wetmore
 Department (opt.): Facilities
 DATE(S): March 14-18, 2023

ACTIVITY/EVENT: CONEXPO

LOCATION: Las Vegas Convention Center, 3150 Paradise Road, Las Vegas, NV 89109

ABSENCE: # Days 4 Sub Required: Yes No # of School Days Missed 1

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
		(Note: Tax credit contributions are District funds and require a budget code.)
Registration	<u>\$ 679.00</u>	<u>001.00.100.2579.6360.527.0000</u>
Transportation	<u>\$ 590.00</u> Mode <u>air</u>	<u>001.00.100.2579.6582.527.0000</u>
Rental Car	_____	_____
Meals	<u>\$ 206.50</u>	<u>001.00.100.2579.6582.527.0000</u>
Lodging	<u>\$1,350.00</u>	<u>001.00.100.2579.6582.527.0000</u>
Substitutes	_____	_____
TOTAL	<u>\$2,825.50</u>	

The District will (or) will not receive reimbursement from outside sources.
 * PO must be submitted and approved *prior* to travel to qualify for reimbursement.

Purpose of travel: The Construction expo is a 3-day event that offers a variety of classes and workshops that are relevant to our work at Facilities and in the Grounds Department. Each day, I would attend classes covering a wide range of topics that are directly relevant to my work. From new landscaping techniques to the latest tools and equipment, the expo offers a comprehensive learning experience that will undoubtedly benefit our team and the company as a whole.

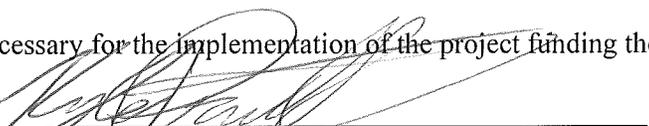
Outcomes and academic benefits to students and staff: Attending the construction expo will not only enhance my skills and knowledge, but it will also enable us to keep up-to-date with the latest trends and innovations in the industry. As a result, it would be a valuable investment for our team and the company as a whole.

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

- | | | |
|---|---|---|
| <input type="checkbox"/> Academic Content | <input type="checkbox"/> Caring | <input 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 | |

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

Submitted by:



Signature

2/20/2023
Date



Principal/Supervisor

2/20/23  2/20/23
Date



Associate Superintendent/Superintendent

2/20/2023
Date

rev. 6/1/2022



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

DATE OF MEETING: February 28, 2023

TITLE: Presentation on Food Service Operations in the Amphitheater School District

BACKGROUND:

In May of 2022, the District awarded a contract to Southwest Foodservice Excellence for management services of the District's Food Service operations.

This presentation is to inform the Governing Board of the current operations of the Food Service Department.

RECOMMENDATION:

This is presented for the Governing Board's information.

INITIATED BY:

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

Richard C. La Nasa, Executive Manager, Operational Support

Date: February 20, 2023

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

Todd A. Jaeger, J.D., Superintendent



SFE in Partnership with Amphitheater

Food Service Department

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Our Transition

- Staff training
- New Concepts & Décor
- Full salad bar
- Thanksgiving
- Roving Chef
- School Events





Staff Training

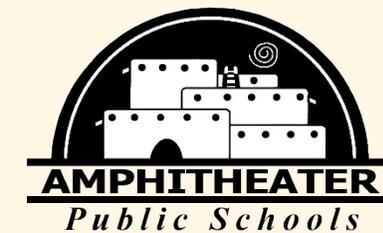


“I was happy to be asked to speak on behalf of all the SFE crew. I love to cook & feed kids good food. David & his crew came to each school to train & they lead by example, they always jump in to help with any work needed. Thank you SFE! THE KIDS LOVE TO EAT IN OUR CAFETERIA.”
 ~ Estella Garcia ~





New Concepts & Decor





“SFE has been excellent. David, Betsy, and Reyna have been kind and helpful. The new menus have been a hit, all the students enjoy the meals. I’m looking forward in continuing to work for them.” ~ Edith Torres-Torija ~





Schools







Full Salad Bar

A variety of Fruits & Vegetables daily with an option to return for refills







Thanksgiving



Special Thanksgiving Menu

- Oven Roasted Sliced Turkey
- Mashed Potatoes & Gravy
 - Cornbread Stuffing
 - Buttered Green Beans
 - Cranberry
 - Warm Wheat Rolls
- For Dessert: Homemade Pumpkin Bar
- Beverage Option: Milk

Nov 3rd
 Amphi High
 Canyon Del Oro
 Ironwood Ridge

Nov 10th
 Coronado
 Wilson
 Cross/Harelson

Nov 17th
 Donaldson
 Walker
 Mesa Verde

Nov 8th
 Mid/Prince/Rillito
 La Cima Mid

Nov 15th
 Nash
 Rio Vista
 Holaway
 Keeling

Nov 22nd
 Copper Creek
 Innovation
 Painted Sky

TURKEY DAY 2022



This institution is an equal opportunity provider





Roving Chef Program



- Provides students with a safe environment to learn basic food safety, cooking skills, & nutrition education.

Nash Elementary – Homemade Pizza





Holaway – Boo Pigs in a Blanket





Harelson Elementary – Homemade Pizza



School Events







Catering Events

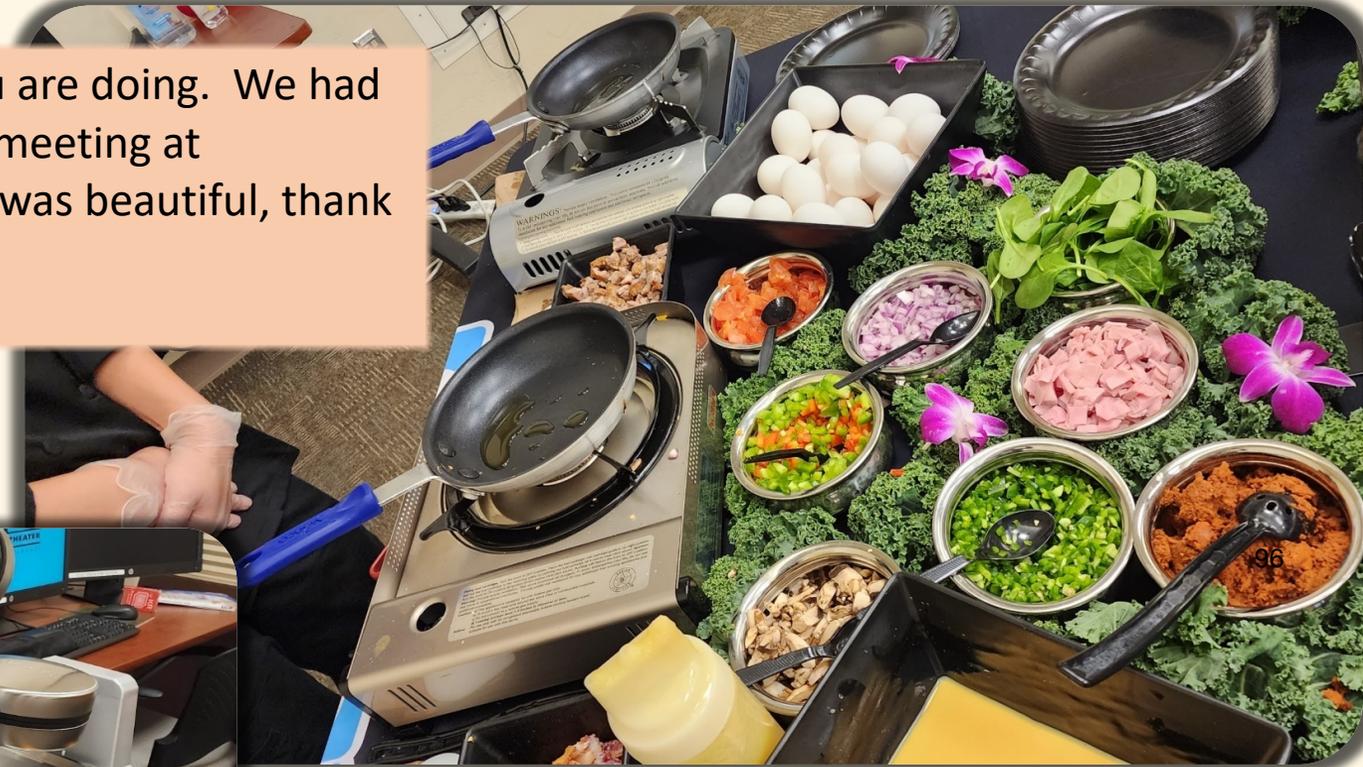
“The food service support from SFE has been great. We have been able to partner with SFE for two events for our families and they provided tremendous service and were easy to work with. Our students enjoy the options that are provided each day and we continue to see consistent quality. Holaway students enjoyed their opportunity to take part in the “Roving Chef” program and asked to do it again.” ~ Rowdy Frederiksen ~





“I just wanted to let you know what a great job you are doing. We had lunch served for our interview committee and our meeting at Donaldson and it was AMAZING! The presentation was beautiful, thank you for all you do!”

~ Becky Lopez ~

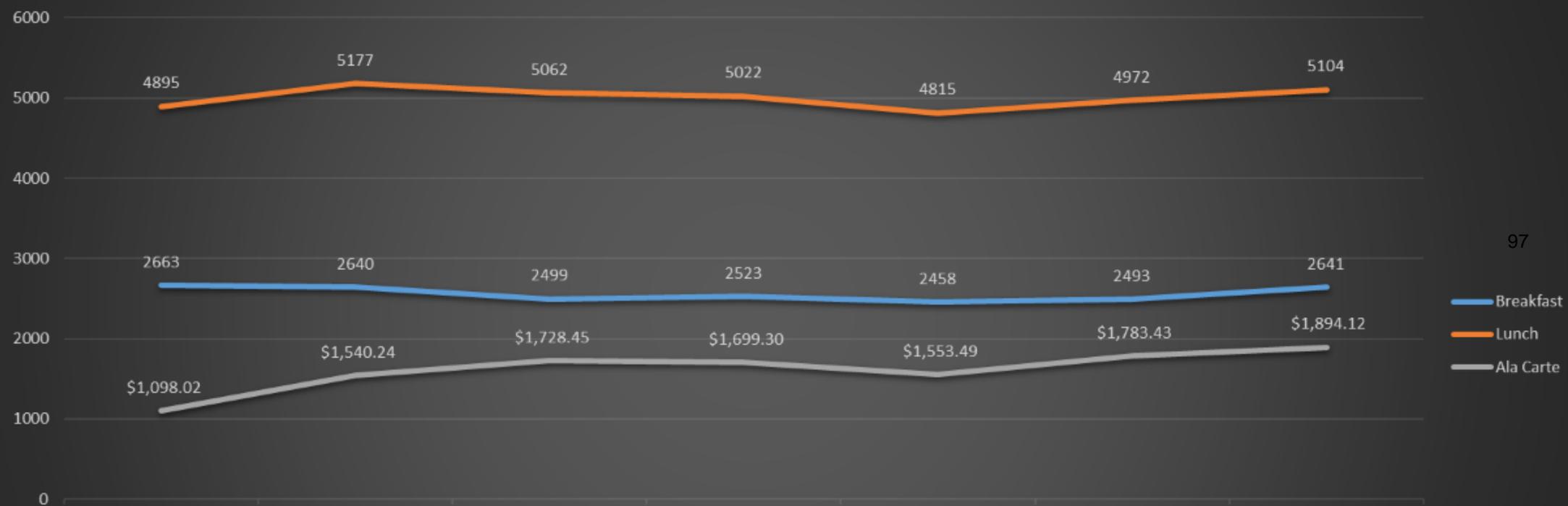




The lunch count has grown since August.
 The daily lunch average has increased from 4895 to 5104.
 The daily breakfast average for February is 2641.
 As of February, we have served 996,926 for snacks, breakfast, & lunch.



Amphi SY22/23



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	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23
Breakfast	2663	2640	2499	2523	2458	2493	2641
Lunch	4895	5177	5062	5022	4815	4972	5104
Ala Carte	\$1,098.02	\$1,540.24	\$1,728.45	\$1,699.30	\$1,553.49	\$1,783.43	\$1,894.12

Questions?





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

DATE OF MEETING: February 28, 2023

TITLE: Study of Budget Neutral Leave Buy-Back Program for Classroom Teachers Piloted in FY 2021-2022

BACKGROUND:

On January 25, 2022, the Governing Board approved a pilot program for a Budget Neutral Leave Buy-Back Program for Classroom Teachers. This is the first time that a program of this kind has been implemented in the Amphitheater District. Initially, the program was approved for pilot in Fiscal Year (FY) 2021-2022 only. However, in January 2023, the Governing Board approved extending the program to FY 2022-2023 as another pilot program with some amendments having been recommended after meet and confer. This agenda item is provided to permit the Governing Board to study the results of the pilot program in FY 2021-2022, as well as to study how information about pilot program for FY 2022-2023 will be disseminated to teachers this spring.

RECOMMENDATION:

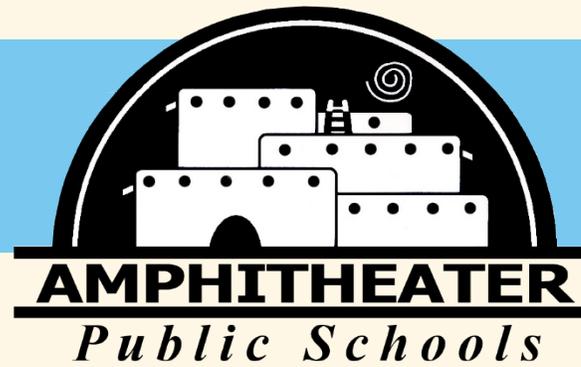
No action is needed at this time. The item is presented only for study.

INITIATED BY:

Michelle H. Tong, J.D.,
Associate to the Superintendent and General Counsel
and
Scott Little
Chief Financial Officer

Date: February 22, 2023

Todd A. Jaeger, J.D., Superintendent



Study of the Budget-Neutral Leave Buy-Back Program for Classroom Teachers¹⁰⁰ Piloted in Fiscal Year 2021-2022



Background of the FY 21-22 Pilot Program



April 14, 2020

Governing Board approved a Joint Recommendation of the Meet and Confer Teams for Compensation Matters for FY 20-21 that included a recommendation that said:

5. *Develop and offer a cost neutral sick-leave buy-back program to allow teachers with a minimum of six (6) years of continuous service with the Amphitheater District and other qualifying criteria to sell back unused sick leave.*



December 7, 2021*

Governing Board studied a proposed “Budget-Neutral Leave Buy Back Program for Classroom Teachers (For Pilot in FY 21-22)” *a.k.a.* the “Pilot Program”

* The agenda item provided information about the reason for the delayed implementation of the Pilot Program, which pertained to needing to encourage sick people to remain home during the COVID-19 pandemic



January 25, 2022

Governing Board approved the Pilot Program for pilot in FY 21-22





Approved Terms of the FY 21-22 Pilot Program



1. The program is only available to certificated teachers who are 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 (13) days of unused leave by the end of the school year and is seeking reimbursement for unused leave *in excess* of those thirteen (13) 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 be reimbursed annually for all but three (3) days of unused paid leave accumulated 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. 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. 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 day of school. 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. Teachers who apply to participate in the leave buy-back program waive all rights to participate in the District's sick leave donation program.
7. The leave buy-back program does not apply to unused bereavement leave, leave acquired by donation,¹⁰⁴ leave carried forward from a prior fiscal year, or to leave accumulated for supplementary assignments, summer work, or otherwise accumulated outside of the employee's teacher work contract.
8. Days for which such payment is received shall be deducted from the accumulated sick leave balance.
9. Payment as provided herein will be issued by the end of the fiscal year.



Financial Information about the FY 21-22 Pilot Program



61 people participated last fiscal year

The Program avoided 240 teacher substitute days

The average number of hours paid out was 31.5

The highest number of hours was 68. The lowest number of hours was 3. 20 people had 40 hours or more



Current Status of the Pilot Program



November 14, 2022

Certificated meet and confer committee developed a recommendation to amend the terms and extend the Pilot Program to FY 22-23



December 6, 2022

Governing Board studied the meet and confer recommendations for the Pilot Program



January 10, 2023

Governing Board approved amendments to Pilot Program and approved continuing it as a pilot program in FY 22-23



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 (1312) days of unused leave by the end of the school year and is seeking reimbursement for unused leave *in excess* of those ~~thirteen-twelve~~ (1312) 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.



Current Terms of the Pilot Program (for pilot in FY 22-23)



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.
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 twelve (12) days* of unused leave by the end of the school year and is seeking reimbursement for unused leave *in excess* of those twelve (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.
4. Qualified teachers may be reimbursed annually for all but three (3) days of unused paid leave 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.

* A full-time teacher qualifies to accumulate paid leave hours that are the equivalent of seven (7) 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).



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.



6. Each year that a teacher 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 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.



7. Teachers who apply to participate in the leave buy-back program waive all rights to receive sick leave¹¹¹ donations through the District's sick leave donation program.



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 employee's teacher work contract.



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



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





What to Expect for This Year



Payroll will email eligible teachers a form containing the eligible amounts after the processing of the summer payrolls – (around the first week of June.)

Teachers must complete the form and return to the District by the middle of June.

Payments will be made in early July

Takeaways

- The purpose is incentivizing classroom teachers to be at work for consistency and continued learning for students
- The program is likely budget-neutral because it gives teachers the exact amount paid to a substitute to cover during the teacher's absence
- The program is safe because it discourages sick employees from coming to work,¹¹⁴ by limiting the number of days that can be sold back at the end of the year

