Final Posting: Monday, December 9, 2024 at 3:30pm

REGULAR PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD

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

Tuesday, December 10, 2024

6:00 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**
   Dr. Scott Baker, President

2. **PLEDGE OF ALLEGIANCE**
   Holaway Elementary School Students

3. **RECOGNITION OF STUDENT ART**
   Holaway Elementary School Students

4. **ANNOUNCEMENT OF DATE AND TIME OF THE ORGANIZATIONAL GOVERNING BOARD MEETING**
   Tuesday, January 14, 2025 at 6:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Leadership and Professional Development Center, SE Entrance and Parking.

5. **RECOGNITIONS**

A. Recognition of the CDO 200-meter Freestyle Relay Team State Runner-up	4
B. Presentation of Distinguished Service Awards	5
C. Recognition of 2024 District Legendary Teacher Award Recipient	6
D. Recognition of Finalist for 2024 Arizona Athletics Amazing High School Teacher of the Year Award	7
E. Recognition of Raytheon Leaders in Education Winner	8
F. Recognition of National Association for Gifted Children Gifted Coordinator of the Year Recipient	9
G. Acknowledgment of Contributions Made by Governing Board President-Dr. Scott K. Baker	10

6. **INFORMATION**[2]

A. Superintendent's Report	11
B. Status of Construction Projects	20

7. **PUBLIC COMMENT**[1] (30 Minutes Maximum)

8. **CONSENT AGENDA**[3]

A. Approval of Appointment of Non-Administrative Personnel	34
B. Approval of Personnel Changes	38
C. Approval of Leave(s) of Absence	42
D. Approval of Separation(s) and Termination(s)	44
E. Approval of Stipend for Coaching Volunteers	47
F. Approval of Minutes of Previous Meeting(s)	49
G. Approval of Vouchers Totaling and Not Exceeding Approximately $3,693,233.53	61
H. Acceptance of Gifts	62
I. Receipt of October 2024 Report on School Auxiliary and Club Balances	64
J. Approval of Parent Support Organization(s) - 2024-2025	73
K. Approval of Disposal of Surplus Property via PublicSurplus.com	77
L. Award of Contract for Recycle/Disposal of Surplus Electronic Equipment-Based Upon Responses to Request for Quote (RFQ) 242500	78
M. Award of Contract for Recycle/Disposal of Surplus Phone System Equipment-Based Upon Responses to Request for Quote (RFQ) 2425001	79
N. Approval of the 2024-2025 District 301 Plan	80
O. Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants	95

* 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.

P. Approval of Intergovernmental Agreement with Pima County for Coronado K-8 Sports Field Lighting Utility Assistance 132
Q. Approval of Revised District Calendar for School Year 2025-2026 138
R. Approval of 2025-2026 Governing Board Meeting Schedule 140
S. Approval of Out of State Travel 142

9. **STUDY**
A. Study of Proposed Recommendations Developed through the Meet and Confer Process for: 157
1. Revisions to Governing Board Policy GCK-R (Professional Staff Assignments and Transfers)
2. Revisions to Governing Board Policy GCQA (Professional Staff Reduction in Force)
3. Revisions to Governing Board Policy GCQA-E (Professional Staff Reduction in Force Profile Form)
4. Revisions to Governing Board Policy GCQA-R (Professional Staff Reduction in Force)
B. Study of Proposed Recommendations Harelson Elementary 6th Grade 193

10. **STUDY/ACTION**
A. Study and Approval of REACH Scope and Sequence 2025 201

11. **ACTION**
A. Adoption of New Policy System: 246
Chapter 4-Employment and Human Resources

12. **PUBLIC COMMENT**[1] (30 Minutes Maximum)

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

14. **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.

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

[1] Persons interested in addressing the Governing Board must complete and submit a form available from the Governing Board secretary. Procedures for addressing the Board are outlined on the form.
[2] Information items are for discussion only; no action will be taken.
[3] Details are available in the offices of the Associate Superintendents and Chief Financial Officer.
[4] Study session items are for discussion only; no action will be taken.

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **December 10, 2024**

TITLE: **Recognition of Canyon del Oro 2024 Division II 200 Meter Freestyle Relay Team State Runner Up**

BACKGROUND:
The AIA State Championship Swim Meet was held on November 8th and 9th, at the Aquatics Center at Skyline High School. Canyon del Oro's 200-meter Freestyle Relay Team finished in second place.

Division II 200 Meter Freestyle Relay Team State Runner Up:

SENIOR:
Gavin Yewell

JUNIOR:
Cooper Dale

SOPHOMORE:
Jacob Callahan
Luke Weibel

Head Coaches: James Yewell and Jen Inboden
Asst. Coaches: Matthew Brauer and Don Enright

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

INITIATED BY:

Armando Soto

Armando Soto, Director of Interscholastic **Date: November 22, 2024**

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: December 10, 2024

TITLE: Presentation of Distinguished Service Awards

BACKGROUND:

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

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

- Patty Coronado, Attendance Clerk, La Cima Middle School
- Laurel Young, 2nd Grade Teacher, Keeling Elementary School

RECOMMENDATION:

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

INITIATED BY:

Jen Anderson

Jen Anderson, **Date: November 22, 2024**
Executive Assistant to the Superintendent and Governing Board

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: December 10, 2024

TITLE: Recognition of 2024 District Legendary Teacher Award Recipient

BACKGROUND:

On September 26, 2024, we celebrated Legendary Teacher Day, a day set aside to honor special teachers who make a difference in students' lives. Exceptional teachers in our District were nominated for this award, and we are pleased to share that the 2024 District Legendary Teacher Award Recipient for the Amphitheater School District is Ms. Margaret Hervert, who is currently a teacher at Rio Vista Elementary. Ms. Hervert was nominated by one of her fellow teachers, Dori-Plank Bowman. Here's what Ms. Bowman-Plank had to say:

Mrs. Hervert is one of my teammates. While I was not gifted with the opportunity to be one of her students, both of my children were! My children were driven and engaged with Mrs. Hervert's vast instructional knowledge and strategies. They succeeded both emotionally and academically. As a colleague of Mrs. Hervert, I look to her to influence my teaching style. She has impressed upon me to never give up on a student, to adapt my instruction to best meet the needs of my students, and overall to meet them from a place of love. All of Mrs. Hervert's students feel her love every day, and so do her colleagues.

Ms. Hervert has worked for Amphitheater since 1985 and has spent most of her career teaching 3rd grade. We are so proud and pleased to have her in the Amphi Family.

RECOMMENDATION:

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

INITIATED BY:

Jen Anderson

Jen Anderson **Date: November 22, 2024**
Executive Assistant to the Superintendent & Governing Board

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: December 10, 2024

TITLE: Recognition of Finalists for 2024 Arizona Athletics Amazing High School Teacher of the Year Award

BACKGROUND:

Mr. Josh Ronstadt, Architectural Drafting and Construction Tech teacher at Canyon del Oro High School, has been named a finalist for the prestigious Arizona Athletics Amazing High School Teacher of the Year Award.

The Arizona Athletics Amazing High School Teacher of the Year Award recipient is selected by a panel of representatives from districts throughout Southern Arizona. The decision is based on a variety of criteria including excellence in teaching preparation and experience, leadership ability, participation in co-curricular or extracurricular activities involving students, innovation or unique teaching practices, evidence of successful teaching, recognition by colleagues, and community involvement.

The finalists are recognized throughout the UArizona Men's Basketball season during a halftime presentation.

All of the finalists will be honored at a banquet held on February 28th, 2025 at the University of Arizona's Hall of Champions and a final winner will be named.

RECOMMENDATION:

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

INITIATED BY:

Jen Anderson

Jen Anderson, **Date: November 21, 2024**
Executive Assistant to the Superintendent and Governing Board

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: December 10, 2024

TITLE: Recognition of Raytheon Leaders in Education Winner

BACKGROUND:

Each year Tucson Values Teachers honors exceptional Pre-K through 12th grade teachers with the Raytheon Leaders in Education Awards. Twelve teachers across Pima County were named finalists and four teachers were named winners of the award.

Ethnee Taylor, is an 8th grade science teacher at Cross Middle School. She was named the recipient of the Raytheon Leaders in Education Award for Middle School. Ms. Taylor has worked in public education for 18 years and in addition to teaching science, she also runs the Cross Middle School W.E.B. Leadership Program and is the science department head.

The winners and finalists were celebrated at the Stand Up 4 Teacher's Event on November 7, 2024 at the Leo Rich Theater.

RECOMMENDATION:

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

INITIATED BY:

Jen Anderson

Jen Anderson, **Date: November 20, 2024**
Executive Assistant to the Superintendent and Governing Board

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: November 12, 2024

TITLE: Recognition of National Association for Gifted Children Gifted Coordinator Award

BACKGROUND:

The National Association for Gifted Children (NAGC) works to support gifted education through professional learning, research and advocacy. Each year they honor educators who support the growth and development of all gifted and talented children.

Amphitheater REACH Coordinator, **Vanessa Hill**, has been named a recipient of the Gifted Coordinator Award. She will be officially recognized at the Celebration of Excellence during the NAGC National Conference in Seattle, Washington November 22nd, 2024.

RECOMMENDATION:

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

INITIATED BY:

Jen Anderson

Jen Anderson **Date: November 19, 2024**
Executive Assistant to the Superintendent & Governing Board

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: December 10, 2024

TITLE: Acknowledgement of Contributions Made by Board President – Dr. Scott Baker

BACKGROUND:

Dr. Scott Baker has served on the Amphitheater Governing Board from January 2017 to the present, currently as the Board President. His term ends effective December 31, 2024.

The District is grateful for Dr. Baker's contributions to the Amphi community and wishes him well in the future. A reception will be held honoring Dr. Baker and celebrating his retirement from the Governing Board.

RECOMMENDATION:

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

INITIATED BY:

Jen Anderson

Jen Anderson **Date: November 22, 2024**
Executive Assistant to the Superintendent & Governing Board

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: December 10, 2024

TITLE: Superintendent's Report

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

RECOMMENDATION:
This item is presented for the Board's information.

INITIATED BY: **Date: November 21, 2024**

Todd A. Jaeger, J.D., Superintendent

December 10, 2024

Superintendent's Report

Around Our Schools

Coronado K-8 students had a lot of fun getting ready for Thanksgiving break by participating in their annual Turkey Trot! Elementary and middle schoolers cheered each other on, and everyone had a great time.

Around Our Schools

At Copper Creek Elementary, students prepped for Thanksgiving by doing their best turkey impressions at their Turkey Calling Contest.

Around Our Schools

The Innovation Academy's second-grade Balloons Over Broadway Parade was a great time. Students marched with floats inspired by various countries, and Santa stopped by to say hello.

Around Our Schools

Painted Sky Elementary staff and students celebrated their outstanding academic performance and “A” letter grade on Nov. 22 with a staff character race and field games. The event was hosted by “The Wise One,” shown on the right.

Around Our Schools

Canyon del Oro High School hosted fifth-graders from Mesa Verde, Harelson, Innovation Academy and Donaldson for their "This is High School" event, which showcases classes and programs the students will find when they get to high school.

Around Our Schools

Amphie the Elf is back! This year he decided to do what the kids do – take selfies, or should we call them S'Elfies?

Amphie will be visiting each school before winter break. Check Facebook and see if you can guess where he is each day.

Can you name the school where this S'Elfie was taken?

Mark Your Calendar

- Dec. 19: End of first semester
- Dec. 20: Teacher Planning Day
- Dec. 23-Jan. 3: Schools closed for Winter Break
- Jan. 6: Return from Winter Break
- Jan. 14: Governing Board Organizational Meeting
- Jan. 20: MLK Holiday
- Jan. 22: District Spelling Bee
- Jan. 28: Governing Board Meeting

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **December 10, 2024**

TITLE: **Status of Construction Projects**

BACKGROUND:

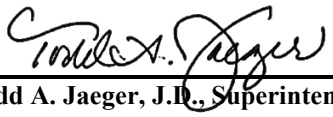
Administration will present the Governing Board with current information on the status of construction projects funded with State of Arizona School Facilities Division and Bond Funding.

RECOMMENDATION:

For information and discussion only.

INITIATED BY:

Richard C. La Nasa, Executive Manager, Operational Support **Date: November 25 , 2024**



Todd A. Jaeger, J.D., Superintendent

AHS:

Bond Projects

Back Up Generators for MDF Rooms $235,511
- Site work started

Computer Lab HVAC Controls & Panther Hall Boiler $55,821
- Complete

Water Heater Replacements – PO Issued $78,797

BRG Projects

CP # 3 Hot Water Line Replacement Construction $343,704
- Construction Started

Campus Roof Replacements
PH I, East Campus – Construction $4,446,750
PH II, West Campus – Construction $3,250,796
- Phase Grant Funding Requested

CP # 2 Hot Water Line Replacement Construction $414,781
- 25 % Complete

800 Building HVAC Conversion Construction $361,251
- 90% Complete

South Gym HVAC Conversion Construction – Procurement Phase

CP # 3 Chiller Replacement – Spring ’25 Project $567,251

Main Gym Elevator Modernization – Application Submitted

Fire Alarm Monitoring Cellular Conversion $2,073
- Phase Grant Funding Requested

CDO:

BRG Projects

Campus Weatherization Design
- PH I, W Campus – Phase Grant Funding Requested $8,130
- PH II, E Campus – Phase Grant Funding Requested $7,860

Fire Alarm Replacement $1,996,169
- Design 90% Complete

Main Electric Fee Conductor Replacement $37,935
- PO Issued

Fire Alarm Monitoring Cellular Conversion $2,073
- Phase Grant Funding Requested

Domestic Water Main Line Replacement Assessment $7,105
- Grant Request Submitted

Hydronic Valve Replacements – Grant Request Submitted $14,231

IRHS:

Bond Projects

Theater & Gym Bleacher Repairs/Replacement $35,2312
- Bleacher Repairs Complete
- Theater Seating February Project

Access Controls – Admin, Library & MPR $65,043
- 50% Complete

AMS:

BRG Projects

Library Roof Replacement Design $20,100
– Phase Grant Funding Requested

Fire Alarm System Replacement $1,095,437
- PO Issued

400 & 800 Buildings Roof Repairs - Complete $1,720

Copper Creek:

BRG Projects

Kitchen Water Heater Replacement – Complete $23,997

Cooling Tower Replacement – Spring ’25 Construction $539,257

MPR Exterior High Vents Weatherization $9,020
- Phase Grant Funding Requested

Cross:

Bond Projects

MPR Partition Wall Repair – Winter Break Project $6,945

BRG Projects

Campus Weatherization Design $41,900
- Phase Grant Funding Requested

Donaldson

BRG Projects

Fire Alarm Monitoring Cellular Conversion $2,073
- Grant Request Submitted

Harelson:

Bond Projects

East Parking Lot Improvements – PO Issued $23,663

Adjacent Ways Projects

East Fire Lane Reconstruction – PO Issued $47,440

BRG Projects

Campus Roof Design $52,520

- Phase Grant Funding Requested

Innovation:

BRG Projects

Central Plant Chiller Replacement Construction $1,099,133

- Chillers Ordered ($605k BRG Funds/$495k Bond Funds)

Keeling:

BRG Projects

MPR VCT Floor Replacement – Phase Grant Requested $42,452

La Cima:

BRG Projects

Campus Weatherization Design – Complete $33,920

Campus Roof Replacement Construction

- North Phase – Grant Funding Approved $674,718
- South Phase - Phase Grant Funding Requested $601,138
- MPR Phase – Phase Grant Funding Requested $1,653,475

Classroom Buildings Roof Leak Repair - Complete $99,556

MPR Floor Cracking Assessment $20,780

– Phase Grant Funding Requested

Land Lab:

BRG Projects

Fire Alarm Replacement – PO Issued	$134,103

Mesa Verde

Bond Projects

Security Fencing – PO Issued	$48,497

BRG Projects

Campus Weatherization Assessment	$9,695
Phase Grant Funding Requested	

Nash:

Bond Projects

Well Site Improvements – PO Issued	$13,925

BRG Projects

Campus Roof Design	$67,240
- Phase Grant Funding Requested	
Building H Roof Leak Repairs - Complete	$4,150
Fire Alarm Monitoring Cellular Conversion	$2,073
- Phase Grant Funding Requested	

Painted Sky:

BRG Projects

Boiler # 2 Replacement Design – Complete	$19,315
- Amendment (CO # 1) Approved	$3,950
Campus Weatherization Assessment – Complete	$9,405
- Design Phase Grant Funding Requested	
Campus Roof Replacement Assessment - Complete	$8,465

Campus Roof Repairs – Grant Application Approved $18,597
- Construction Phase Grant Funding Requested

Prince:

Bond Projects

Campus PA & Clock Replacement – PO Issued $64,226

BRG Projects

Campus Roof Replacement Design $47,760
- Phase Grant Funding Requested

Campus Weatherization Design $46,100
- Phase Grant Funding Requested

Rio Vista

BRG Projects

Roof Counter Flashing Repairs $3,350
– Phase Grant Funding Requested

Walker

BRG Projects

Roof Replacement Assessment $8,265
– Phase Grant Funding Requested

Roof Leak Repairs – Complete $2,555

Wilson:

Bond Projects

Security Fence Painting – PO Requested $41,563

BRG Projects

MPR Buildings Roof Replacement $1,949,989

- Phase Grant Funding Requested

Campus Weatherization Design $47,760
- Phase Grant Funding Requested

Fan Coil Replacements $73,747
- Phase Grant Funding Requested

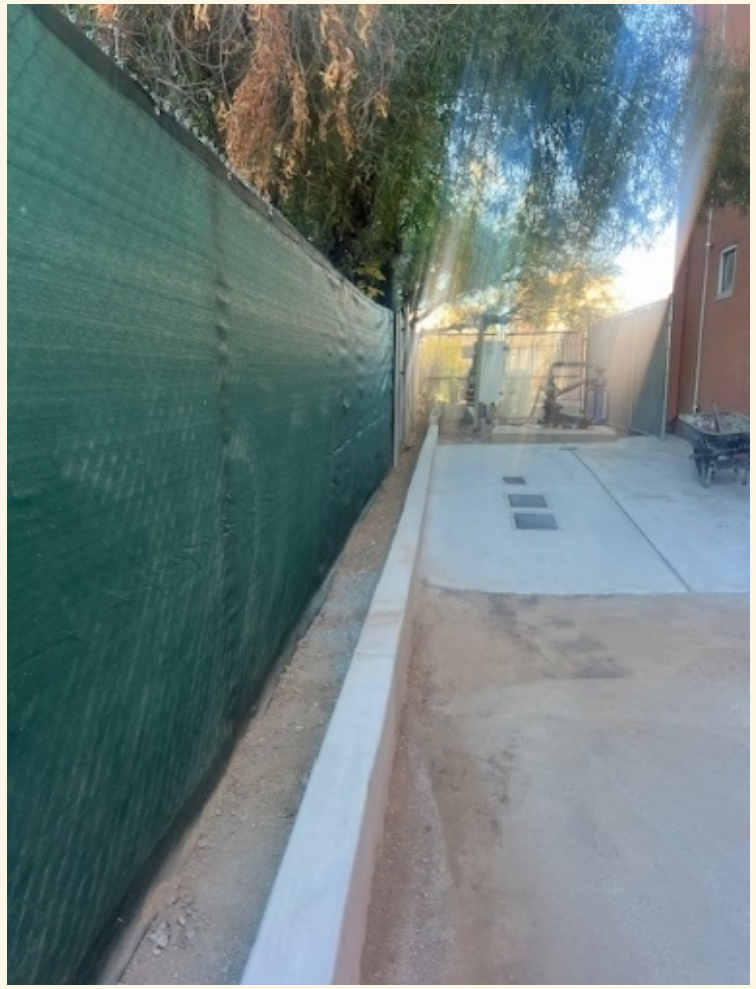
December 10, 2024

Status of Construction Projects Highlights

BRG & Bond Funds

- La Cima Middle School Roof Repairs – BRG Funds

- Nash Elementary School Well Site Improvements – Bond Funds



- Wilson K-8 School Hot Water Heater Replacement – BRG Funds

- Wilson K-8 School Stage HVAC Replacement – BRG Funds

November 2024 SFD BRG Phase Grant Funding Awards

CDO Main Electric Service Conductor Replacement	$	39,649
CDO Fire Alarm Monitoring Cellular Conversion	$	2,073
Nash Fire Alarm Monitoring Cellular Conversion	$	2,073
Cross Fire Alarm Monitoring Cellular Conversion	$	2,073
Wilson Fire Alarm Monitoring Cellular Conversion	$	2,073
Holaway Fire Alarm Monitoring Cellular Conversion	$	2,073
Harelson Fire Alarm Monitoring Cellular Conversion	$	2,073
Rio Vista Fire Alarm Monitoring Cellular Conversion	$	2,073
Donaldson Fire Alarm Monitoring Cellular Conversion	$	2,073
Copper Creek MPR Wall Vent Repairs	$	9,020

November ’24 Funding	$	65,257
SY ’24 – ’25 New Grant Funding	$6,156,748	
SY ‘24 – ’25 Grant Project Funding Requests Pending Award	$13.1M	

AMPHITHEATER
Public Schools

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **December 10, 2024**

TITLE: **Approval of Appointment of Non-Administrative Personnel**

BACKGROUND:
Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of December 9, 2024.

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

INITIATED BY:

John Hastings, Director of Human Resources **Date: December 9, 2024**

Todd A. Jaeger, J.D., Superintendent

12/10/2024

GOVERNING BOARD MEETING APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Jimmerson	Nancy	Teacher - Academic Intervention	CT-RET	Keeling Elementary			Rehire		$11,506.68
Duggan	Lucas	Teacher - English	CT	CDO High School	CTT-BA+	0 years	Replacement	Ms. Bulleigh	
Imperial	Marissa	Teacher - Special Education Reso	CT	Prince Elementary	CTT-MA	8 years	Replacement	Ms. Doyle	
LaPlante	Marc	Teacher - Orchestra	CT	Painted Sky Elementary	CTT-BA	10 yrs	Replacement	Ms. Papajohn	
LaPlante	Marc	Teacher - Music	CT	Painted Sky Elementary	CTT-BA	10 yrs	Replacement	Ms. Papajohn	
Cortese	Karen	School Nurse	CL-PR	Health Services Admin	NURS-BA	8 years	Replacement	Ms. Perkovac	
Leikem	Tammy	School Nurse	CL-PR	Amphi High School	NURS-BA	5 years	Replacement	Mr. Malis	
Belger	Stephen	Groundskeeper I	CL	Facilities Support	2	0 years	Replacement	Mr. Gill	
Cota	Steven	Refrigeration Mechanic III	CL	Facilities Support	15	5+ years	Replacement	Mr. Gill	
DiFonzo	Agostino	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Galindo	Erlinda	Attendance Clerk	CL	Wilson K-8 School	2	5 years	Replacement	Mr. Trimble	
Gonzales	Benjamin	Security Officer	CL	CDO High School			Rescind		
Guymon	Ella	Campus Monitor	CL	Donaldson Elementary	1	2 years	Replacement	Mr. Szczepaniak	
Howley	Michael	Bus Driver Trainee	CL	Transportation			Rescind		
Jamison	Roxie	Custodian I	CL	Harelson Elementary	2	5 years	Replacement	Ms. Hayes	
Lewis	Lula	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Monaghan	Jacquet	Custodian I	CL	Amphi High School	2	5+ years	Replacement	Mr. Malis	
Mosqueira Molina	Lorena	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Mosqueira Molina	Lorena	Bus Driver	CL	Transportation	13	2 years	Replacement	Ms. Frye-George	
Nieth	Martina	Security Officer	CL	Ironwood Ridge High	6	5 years	Replacement	Dr. Jenkins	
Nieth	Martina	Campus Monitor	CL	Ironwood Ridge High	1	5 years	Replacement	Dr. Jenkins	
Outram	Erin	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Outram	Erin	Bus Driver	CL	Transportation	13	5+ years	Replacement	Ms. Frye-George	

*	2023-2024 School Year
Addendum	Former employee or new hire receiving extra-curricular position
New	New hire filling a newly created position
Rehire	Former employee returning to a position in the district
Replacement	New hire filling a vacated position
Rescind	Declined position after appointment

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

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

GOVERNING BOARD MEETING
APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Pietsch	Cara	Reading Room Assistant	CL	Painted Sky Elementary	3	5 years	Replacement	Ms. Papajohn	
Safford	Steven	Bus Driver	CL	Transportation	13	4 years	Rehire	Ms. Frye-George	
Stafford	Ronald	Custodian I	CL	Amphi High School	2	3 years	Replacement	Mr. Malis	
Valenzuela	Ramiro	Custodian I	CL	Wilson K-8 School	2	0 years	Replacement	Mr. Trimble	
Vargas	Adam	Bus Driver Trainee	CL	Transportation			Rescind		
Villarroel	Dulce	Custodian I	CL	Amphi High School	2	0 years	Replacement	Mr. Malis	
Wegner	Mitchell	Security Officer	CL	Amphi High School	6	0 years	Replacement	Mr. Malis	
Whitehead	Rachel	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Zubia	Raven	Classroom Aide/Caregiver	CL	Copper Creek Elementary	2	0 years	Replacement	Ms. Hillig	

*	2023-2024 School Year
Addendum	Former employee or new hire receiving extra-curricular position
New	New hire filling a newly created position
Rehire	Former employee returning to a position in the district
Replacement	New hire filling a vacated position
Rescind	Declined position after appointment

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

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

12/10/2024
GOVERNING BOARD MEETING
APPOINTMENTS

SUBSTITUTES

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Beardsley	Susan		CT		11/14/2024	
Davis	Heather		CT		11/08/2024	
Henry	Greyson		CT		11/14/2024	
Lopez	Maria		CT		11/13/2024	
Mendoza	Alfredo		CT		11/13/2024	
Ozkan	Ahmet		CT		11/14/2024	
Peterson	Candelaria		CT		11/14/2024	
Pham-Swann	Inge		CT		11/25/2024	
Sareen	Shannon		CT		11/13/2024	
Watson	David, JE		CT		11/25/2024	
Yilmaz	Gunes		CT		11/14/2024	
Duarte	Arturo		CL		11/04/2024	
Rose	Heather		CL		11/05/2024	

AD	Administrative
PR	Professional
CT	Certified
CL	Classified

AMPHITHEATER
Public Schools

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **December 10, 2024**

TITLE: **Approval of Personnel Changes**

BACKGROUND:
Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of December 9, 2024.

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

INITIATED BY:

John Hastings, Director of Human Resources **Date: December 9, 2024**

Todd A. Jaeger, J.D., Superintendent

12/10/2024

GOVERNING BOARD MEETING
PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Blanchard	Nicole	Teacher - Special Education Resourc	CT	Ironwood Ridge High	Added Duty			$11,221.05
Hitchye	Jordan	Teacher - Special Education Resourc	CT	CDO High School	Added Duty			$9,612.77
Kruthaupt	Fabiola	Teacher - ELL/SEI	CT	Cross Middle School	Increase FTE			+0.1667 FTE
Olszewski	Cynthia	Teacher - Special Education Resourc	CT	CDO High School	Added Duty			$11,578.06
Maxwell	Annie	School Nurse	CL-PR	Rillito Center	Transfer	NURS-BA	N/A	
Abdulla	Sarok	Campus Monitor	CL	Ironwood Ridge High	Decrease FTE			<.50 FTE>
Abdulla	Sarok	Security Officer	CL	Ironwood Ridge High	Increase FTE			+.50 FTE
Alcantar Guadian	Olivia	Bus Driver Trainee	CL	Transportation	Transfer			
Crishi	Roseann	Transportation Attendant	CL	Transportation	Decrease FTE			<0.0938 FTE>
Gutierrez	Dina	Parent Educator Coordinator	CL	Federal/State Programs	Increase FTE			+0.1250 FTE
Ochoa	Christine	Transportation Attendant	CL	Transportation	Decrease FTE			<0.1313 FTE>
Ochoa	Kathleen	Budget Technician	CL	Federal/State Programs	Additional Position	10	+$2.50	0.5 FTE
Ochoa	Kathleen	Secretary II	CL	Federal/State Programs	Decrease FTE			<0.5 FTE>
Puente	Anna	Clerk	CL	Federal/State Programs	Transfer	1	<$0.45>	
Reinhardt	Camilla	Library Assistant	CL	Copper Creek Elementary	Promotion	4	+$0.73	
Shanklin	Anna	Bus Driver Trainee	CL	Transportation	Transfer	1	<$0.31>	
Shanklin	Anna	Transportation Attendant	CL	Transportation	Transfer	1	+$0.31	
Thompson	Korie	Transportation Attendant	CL	Transportation	Increase FTE			+0.1 FTE
Balkow	Nicholas	ADDN - Certified Tutor	ADCT	Keeling Elementary	Addendum			$30.00 per hour
Blockburger	Sheldon	Coach - Basketball Assistant MS	ADCT	Cross Middle School	Addendum			$1,511.48
Brungardt	Elizabeth	ADDN - Certified Staff Trainer	ADCT	Keeling Elementary	Addendum			$30.00 per hour
Brungardt	Elizabeth	ADDN - Certified Staff Trainer	ADCT	Keeling Elementary	Addendum			$30.00 per hour

*	2023-2024 School Year
Addendum	Employee receiving extra-curricular position or stipend
Added Duty	Employee working additional hours or days
Additional Position	Employee working an additional position
Correction	Correction to contract
Decrease FTE	Decrease in hours
Extension	End date being extended
Increase FTE	Increase in hours/contract
Promotion	Employee receiving a promotion to another position
Reassignment	Employee moving to another position at the direction of the administration
Status Change	Employee changing status (i.e. short term to career)
Temporary	Employee working for a limited period of time
Transfer	Employee moving from one position to another

ADCT	Addendum Certified
ADCL	Addendum Classified
ADACS	Addendum Amphi Community Schools
CT-AD	Certified Administrative
CT	Certified
CL-AD	Classified Administrative
CL	Classified
PR	Professional
EL	Elementary
MS	Middle School
HS	High School

GOVERNING BOARD MEETING
PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Burgin	Samantha	ADDN - Certified Staff Trainer	ADCT	Ironwood Ridge High	Addendum			$30.00 per hour
Carson	Cara	ADDN - Certified Staff Trainer	ADCT	La Cima Middle School	Addendum			$30.00 per hour
Chavez	Justin	Coach - Basketball Head MS	ADCT	La Cima Middle School	Addendum			$760.39
Cochran	James	ADDN - Performing Arts MS	ADCT	Coronado K-8 School	Addendum			$1,943.33
Cordell	Colin	ADDN - Odyssey of the Mind	ADCT	Innovation Academy	Addendum			$800.00
Dadeppo	Lisa	ADDN - Dyslexia Training Designee	ADCT	CDO High School	Addendum			$3,350.00
Edmondson	Heidi	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			$30.00 per hour
Engelhard	Erin	ADDN - Certified Staff Trainer	ADCT	Innovation Academy	Addendum			$30.00 per hour
Gallman	Riley	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum			$30.00 per hour
Golden	Brande	ADDN - Homebound	ADCT	Wetmore Center	Addendum			$30.00 per hour
Harding	Kevin	DH - CTE HS	ADCT	Amphi High School	Resign Addendum Only			
Hawk	Amy	ADDN - Student Council EL	ADCT	Donaldson Elementary	Addendum			$512.83
Hayes	Jeremy	Coach - Soccer Assistant MS	ADCT	Coronado K-8 School	Addendum			$1,511.48
Humphreys	Anita	ADDN - Student Council EL	ADCT	Donaldson Elementary	Addendum			$512.82
Huynh	Hoc	ADDN - Certified Tutor	ADCT	Keeling Elementary	Addendum			$30.00 per hour
Jenks	Sonja	ADDN - Extra Hours	ADCT	Copper Creek Elementary	Addendum			$29.17 per hour
Lang	William	Coach - Volleyball Head HS	ADCT	Ironwood Ridge High	Addendum			$3,238.88
Lipich	Brandi	ADDN - Certified Staff Trainer	ADCT	Rillito Center	Addendum			$30.00 per hour
McKee	Scott	Coach - Weight Training HS	ADCT	CDO High School	Addendum			$2,807.03
Nixon	Natalie	ADDN - Academic Assistant EL	ADCT	Keeling Elementary	Addendum			$800.00
Panneck	Jeffrey	ADDN - Interscholastic Supervisor	ADCT	La Cima Middle School	Rescind			
Panneck	Jeffrey	ADDN - Interscholastic Supervisor	ADCT	La Cima Middle School	Rescind			
Patchin	Patricia	ADDN - Odyssey of the Mind	ADCT	Innovation Academy	Addendum			$800.00
Penna	Kellie	ADDN - Dyslexia Training Designee	ADCT	Keeling Elementary	Addendum			$3,350.00

*	2023-2024 School Year
Addendum	Employee receiving extra-curricular position or stipend
Added Duty	Employee working additional hours or days
Additional Position	Employee working an additional position
Correction	Correction to contract
Decrease FTE	Decrease in hours
Extension	End date being extended
Increase FTE	Increase in hours/contract
Promotion	Employee receiving a promotion to another position
Reassignment	Employee moving to another position at the direction of the administration
Status Change	Employee changing status (i.e. short term to career)
Temporary	Employee working for a limited period of time
Transfer	Employee moving from one position to another

ADCT	Addendum Certified
ADCL	Addendum Classified
ADACS	Addendum Amphi Community Schools
CT-AD	Certified Administrative
CT	Certified
CL-AD	Classified Administrative
CL	Classified
PR	Professional
EL	Elementary
MS	Middle School
HS	High School

GOVERNING BOARD MEETING
PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Randall	Lesa	DH - CTE HS	ADCT	Amphi High School	Addendum			$2,335.09
Rawn	Melissa	ADDN - Certified Tutor	ADCT	Painted Sky Elementary	Addendum			$30.00 per hour
Rondeau	Hana	ADDN - Academic Assistant EL	ADCT	Keeling Elementary	Addendum			$800.00
Rondeau	Hana	ADDN - Academic Assistant EL	ADCT	Keeling Elementary	Addendum			$800.00
Smith	Michael	Coach - Track Head HS	ADCT	Ironwood Ridge High	Added Duty			$3,238.88
Walden	Sandra	ADDN - Certified Staff Trainer	ADCT	Copper Creek Elementary	Addendum			$30.00 per hour
Wheatley	Jessica	Coach - Track Head HS	ADCT	CDO High School	Addendum			$3,238.88
Calvin	Leann	ADDN - Academic Competitions	ADCL	CDO High School	Addendum			$1,600.00
Cardenas	Calvin	ECHO Afterschool Aide/Caregiver	ADCL	Nash Elementary	Added Duty			$15.30 per hour
Contreras	Freddie	ADDN - Extra Hours	ADCL	Wetmore Center	Added Duty			$31.85 per hour
Cuestas	Daniel	ADDN - Extra Hours	ADCL	Wetmore Center	Added Duty			$30.16 per hour
Jaeger	Todd	ADDN - Performance Stipend	ADCL	Wetmore Center	Stipend			100% FY25 Performance Pay
Neisius	Penelope	ADDN - eSports	ADCL	Ironwood Ridge High	Addendum			$1,800.00
Neisius	Penelope	Special Events Worker	ADCL	CDO High School	Addendum			$14.35 per hour
Neisius	Penelope	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Addendum			$21.47 per hour
O'Connell	Amanda	ADDN - Instructional Aide	ADCL	Keeling Elementary	Addendum			$15.30 per hour
Tapia	Diana	Special Events Worker	ADCL	Amphi High School	Addendum			$14.35 per hour
Wray	Eileen	ADDN - Classroom Aide/Caregiver	ADCL	Prince Elementary	Addendum			$15.30 per hour

*	2023-2024 School Year
Addendum	Employee receiving extra-curricular position or stipend
Added Duty	Employee working additional hours or days
Additional Position	Employee working an additional position
Correction	Correction to contract
Decrease FTE	Decrease in hours
Extension	End date being extended
Increase FTE	Increase in hours/contract
Promotion	Employee receiving a promotion to another position
Reassignment	Employee moving to another position at the direction of the administration
Status Change	Employee changing status (i.e. short term to career)
Temporary	Employee working for a limited period of time
Transfer	Employee moving from one position to another

ADCT	Addendum Certified
ADCL	Addendum Classified
ADACS	Addendum Amphi Community Schools
CT-AD	Certified Administrative
CT	Certified
CL-AD	Classified Administrative
CL	Classified
PR	Professional
EL	Elementary
MS	Middle School
HS	High School

AMPHITHEATER
Public Schools

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **December 10, 2024**

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

BACKGROUND:
Leave(s) of absence will be presented herein and are current as of November 25, 2024.

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

INITIATED BY:

John Hastings, Director of Human Resources **Date: November 25, 2024**

Todd A. Jaeger, J.D., Superintendent

12/10/2024

GOVERNING BOARD MEETING
LEAVES OF ABSENCE

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Daglio	Brett	Teacher - Academic Intervention	CT	Keeling Elementary	11/14/2024	Start
Larussa	Lori Ann	Teacher - Grade 2	CT	Innovation Academy	11/12/2024	End
Nystedt	Sarah	Teacher - Grade 6 (Self-Contained	CT	Harelson Elementary	11/15/2024	Start
Roberts	Coral	Imagine Preschool Director	CT	Nash Elementary	11/12/2024	End
Williams	Stephanie	Teacher - Art	CT	Rio Vista Elementary	11/15/2024	End
Williams	Stephanie	Teacher - Art	CT	Rio Vista Elementary	10/01/2024	Start
Carrillo	Cruz	Custodian I	CL	Copper Creek Elementary	11/04/2024	Extension
Dunn	Jeffrey	Special Education Teaching Assist	CL	Rillito Center	11/07/2024	End
Hayes	Karen	Campus Monitor	CL	Walker Elementary	11/12/2024	End
Henley	Jolee	Preschool Instructional Specialist	CL	Wilson K-8 School	10/31/2024	End
McWilliams	David	Bus Driver	CL	Transportation	11/15/2024	End
Medina	Jazmine	Special Education Teaching Assist	CL	Walker Elementary	11/18/2024	Extension
Parra	Veronica	15 Passenger Bus Driver	CL	Transportation	11/11/2024	End
Weigand	Kristen	School Health Aide	CL	La Cima Middle School	11/18/2024	Start

*	2023-2024 School Year
CT-AD	Certified Administrative
CT	Certified
CL-AD	Classified Administrative
CL	Classified
PR	Professional

AMPHITHEATER
Public Schools

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **December 10, 2024**

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

BACKGROUND:
Separation(s) and termination(s) will be presented herein. Separations are current as of December 9, 2024.

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

INITIATED BY:

John Hastings, Director of Human Resources **Date: December 9, 2024**

Todd A. Jaeger, J.D., Superintendent

12/10/2024

GOVERNING BOARD MEETING
SEPARATIONS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Millyard	John	Coach - Basketball Head HS	VOLCO	Ironwood Ridge High	11/04/2024	Dismissal	
Pereira	Ricardo	Coach - Basketball Head MS	VOLCO	La Cima Middle School	11/22/2024	Resign Addendum Only	
Stefano	Cara	Teacher - Special Education	CT	Prince Elementary	11/15/2024	Separation Agreement	
Yarter	Ronnell	Teacher - Special Education	CT	Nash Elementary	11/01/2024	Breach of Contract	
Sandoval	Gary	GEAR UP Coach	CL-PR	Amphi High School	11/01/2024	Breach of Contract	
Brambila Soto	Jesus	Security Officer	CL	CDO High School	09/26/2024	Abandonment	
Commander	Nixson	Bus Driver	CL	Transportation	11/08/2024	Dismissal	
Galley	Scott	15 Passenger Bus Driver	CL	Transportation	11/22/2024	Dismissal	
Heebsh	Alexander	JTED Computer Repair Tech	CL	Wetmore Center	11/08/2024	Resignation	
Lemay	Matthew	Security Officer	CL	Ironwood Ridge High	12/04/2024	Resignation	
Monahan	Michael	Bus Driver	CL	Transportation	11/18/2024	Resignation	
Nobles	Edward	Bus Driver Trainee	CL	Transportation	10/10/2024	Resignation	
Quihuis Fleming	Melinda	Food Service Attendant	CL	Painted Sky Elementary	11/13/2024	Resignation	
Rockey	Richard	Campus Monitor	CL	Nash Elementary	11/01/2024	Resignation	
Rockey	Richard	ECHO Afterschool Aide/Care	CL	Nash Elementary	11/01/2024	Resignation	
Rockey	Richard	Crossing Guard	CL	Nash Elementary	11/01/2024	Resignation	
Russell	Sonjna	Bus Driver Trainee	CL	Transportation	11/14/2024	Resignation	
Silva	Jose	Bus Driver Trainee	CL	Transportation	11/12/2024	Dismissal	
Spencer	Joanne	Campus Monitor	CL	Cross Middle School	11/21/2024	Resignation	
Spencer	Joanne	Crossing Guard	CL	Cross Middle School	11/21/2024	Resignation	
Vela	Marcia	Food Service Attendant	CL	Ironwood Ridge High	11/14/2024	Resignation	
Zanes	Raelene	Food Service Attendant	CL	Amphi High School	11/08/2024	Retirement	

*	2023-2024 School Year
Budget RIF	Reduction in force due to budget
Abandonment	Employee abandoned position
Breach of Contract	Employee did not fulfill contract
Dismissal	Employee terminated by the District
Resignation	Employee resigning from the District
Retirement	Employee retiring from the District

ADCT	Addendum Certified
ADCL	Addendum Classified
ADDM	Addendum Only
CT-AD	Certified Administrative
CT	Certified
CL-AD	Classified Administrative
CL	Classified
PR	Professional

12/10/2024 GOVERNING BOARD MEETING **Substitutes**
SEPARATIONS

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Beelen	Robin		CT		10/29/2024	
Panos	Maria		CT		11/01/2024	
Vice	Elsy		CT		11/25/2024	

AMPHITHEATER
Public Schools

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **December 10, 2024**

TITLE: **Approval of Stipend for Coaching Volunteers**

BACKGROUND:

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of November 25, 2024.

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:

John Hastings, Director of Human Resources **Date: November 25, 2024**

Todd A. Jaeger, J.D., Superintendent

12/10/2024

GOVERNING BOARD MEETING
COACHING VOLUNTEERS

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Basye	Andrew	Coach - Baseball Assistant HS	CDO High School	Stipend	$2,591.11
Browning	Arthur	Coach - Tennis Head HS	Ironwood Ridge High	Stipend	$2,807.03
Diaz Jr.	Johnny	Coach - Football Assistant HS	CDO High School	Stipend	$2,699.07
Espinoza	Maliyah	Coach - Basketball Assistant HS	Amphi High School	Stipend	$2,591.11
Fowler	Kelly	Coach - Softball Head HS	CDO High School	Stipend	$3,238.88
Hisey	Jason	Coach - Baseball Head HS	CDO High School	Stipend	$3,238.88
Kochanski	Michael	Coach - Baseball Assistant HS	CDO High School	Stipend	$2,591.11
Lucas	David	Coach - Tennis Head HS	CDO High School	Stipend	$2,807.03
Lucas	Linda	Coach - Tennis Head HS	CDO High School	Stipend	$2,807.03
Marchus	Matthew	Coach - Soccer Assistant HS	CDO High School	Stipend	$2,591.11
Martinez	David	Coach - Softball Head HS	Ironwood Ridge High	Stipend	$3,238.88
Pike	Vincent	Coach - Golf HS	CDO High School	Stipend	$2,807.03
Reavis	Pamela	Coach - Tennis Head HS	Ironwood Ridge High	Stipend	$2,807.03
Sherman	Stuart	Coach - Beach Volleyball - Head	CDO High School	Stipend	$3,288.88
Yost	Natalie	ADDN - Flags Coach HS	CDO High School	Stipend	$1,349.53

* 2023-2024 School Year

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: December 10, 2024

TITLE: Approval of Minutes of Previous Meeting(s)

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

November 12, 2024

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

INITIATED BY:

Jen Anderson

Jen Anderson **Date: December 2, 2024**
Executive Assistant to the Superintendent & Governing Board

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

A Regular public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, November 12, 2024 beginning at 5:15 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership and Professional Development Center.

Governing Board Members Present
Dr. Scott K. Baker, President
Ms. Susan Zibrat, Vice President
Ms. Vicki Cox Golder, Member
Ms. Deanna M. Day, M. Ed., Member

Governing Board Members Absent
Mr. Matthew A. Kopec, Member

Superintendent's Cabinet Members Present
Mr. Todd A. Jaeger, J.D., Superintendent
Ms. Tassi Call, Associate Superintendent for Elementary Education
Mr. Matthew Munger, Associate Superintendent for Secondary Education
Mr. Scott Little, Chief Financial Officer
Mr. John Hastings, Director of Human Resources
Ms. Elizabeth Jacome, Director of Curriculum and Assessment
Ms. Kristin McGraw, Director of Student Services
Mr. Richard C. La Nasa, Executive Manager of Operational Support
Ms. Julie Valenzuela, Director of 21st Century Education
Ms. Michelle Valenzuela, Director of Communications

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

President Baker called the meeting to order at 5:15 p.m. and invited members of the audience to sign the guest register.

2. EXECUTIVE SESSION

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

A. Consideration and Determination of Appeal of Long-term Suspension/Expulsion Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A), Regarding, Student #30076961

Vice President Zibrat moved that the Board go into an Executive Session to address the matters identified in Item 2. of the Board's agenda and pursuant to the legal authorities listed on the agenda under Item 2. Ms. Day seconded the motion. Voice vote in favor- 4. President Baker, Vice President Zibrat, Ms. Cox Golder, and Ms. Day. Opposed–0.

President Baker proclaimed they were in Executive Session at 5:15 p.m.

3. RECONVENE PUBLIC MEETING

President Baker reconvened the meeting at 6:10p.m.

4. **PLEDGE OF ALLEGIANCE**

Superintendent Jaeger asked Canyon del Oro High School Principal, Ms. Tara Bulleigh, to come forward and introduce the students. Ms. Bulleigh shared that the students leading the pledge are members of the Student Government (STUGO). She noted that the CDO STUGO is a leadership class and organization designed to promote student activities on campus such as assemblies, dances, outreach, and community service. Ms. Bulleigh introduced Julia, Chernice, Sofia, and Gavin and shared why each student became a part of STUGO as well as their other academic and extracurricular pursuits.

The students led the Pledge of Allegiance.

Ms. Cox Golder thanked the students and presented each with a certificate of recognition. A picture was taken with the Governing Board, Superintendent Jaeger, Ms. Bulleigh, and the students to mark the occasion.

5. **RECOGNITION OF STUDENT ART**

Superintendent Jaeger noted that the district is particularly proud of its Arts programs and asked Canyon del Oro High School Photography teacher, Lee Street to come forward. Mr. Street explained that the display in the boardroom consisted of art from Ms. Beca's 9th-12th grade art classes that consist of different concepts and media studied since the beginning of the school year. Mr. Street stated that the photos on display were from his students' gallery show entitled 'Kaleidoscope'.

Ms. Cox Golder presented Mr. Street with a certificate of recognition. A picture was taken with the Governing Board, Superintendent Jaeger, Ms. Bulleigh, and Mr. Street.

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

President Baker announced that the next Regular Governing Board meeting will be held on Tuesday, December 10, 2024 at 6:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Learning and Professional Development Center.

7. RECOGNITIONS

A. Recognition of 2024 Young Women of Impact Award

Superintendent Jaeger asked Amphitheater High School Principal A.J. Malis to come forward to introduce his student. Mr. Malis spoke about the Young Women of Impact award and introduced the recipient, Phoebe Brown. He spoke about Phoebe's uplifting attitude, high motivation, and inclusive nature. Mr. Malis shared that Phoebe is a member of the dance and cheer teams, Drama, Interact Club, and Book Club. She also maintains a strong academic record.

Ms. Day noted that as an Amphi High Alumnus she was very proud of what Phoebe has accomplished. Phoebe introduced her mother in the audience. Ms. Day presented Phoebe with a certificate of recognition. A picture was taken with the Governing Board, Superintendent Jaeger, Mr. Malis, and Phoebe.

B. Recognition of National Merit Scholarship Commended Students and Semifinalists

Superintendent Jaeger asked Mr. Munger to introduce the item. Mr. Munger noted that the National Merit scholarship is one of the most prestigious in the country and honors the best and brightest students. He went on to say it displays students' aptitude and dedication to their academic pursuits. Mr. Munger asked Ms. Bulleigh to first introduce her National Merit Commended students. Ms. Bulleigh noted that Gavin Phillips was not able to attend the meeting and introduced Scarlett Bakken who was present. She spoke about Scarlett's academic record, her extracurricular activities, and her future college plans.

Mr. Munger asked Dr. Jenkins to introduce his commended students Grace Chen and Lucy Waddell. Dr. Jenkins spoke about each of the students' numerous academic accomplishments, extracurricular activities, and plans after high school.

Dr. Baker noted it was impressive to hear how well-rounded the students were. Each of the students introduced their families in the audience. Dr. Baker presented the students with certificates of recognition. A picture was taken with the Governing Board, Superintendent Jaeger, Ms. Bulleigh, Dr. Jenkins, and the students to mark the occasion.

Mr. Munger stated that National Merit Scholarship finalists represent the top 1% of all high school seniors in the nation and these students are in the running for $31 million in scholarship money.

Ms. Bulleigh introduced Riley Goodwin and Adam Boney. She shared their academic accomplishments, extracurricular pursuits and plans for college.

Riley and Adam introduced their families in the audience and Dr. Baker presented them with certificates of recognition. A picture was taken with the Governing Board, Superintendent Jaeger, Ms. Bulleigh, and the students.

C. Recognition of Ironwood Ridge 2024 Girls Cross Country Team State Runners-Up

Superintendent Jaeger asked Mr. Armando Soto, Director of Interscholastic, to make introductions. Mr. Soto explained that on November 2, 2024, the Ironwood Ridge Girls Cross Country team traveled to Phoenix to compete in the Arizona Interscholastic Association (AIA) State Championship meet. He noted that 171 girls competed in the Division 2 meet. Mr. Soto asked Coach Mike Smith to come forward along with the team and Coach Bob Jones. Coach Smith spoke about the team's work ethic and their motto of "doing hard things together". He mentioned that both Sorella and Olivia medaled which means they placed within the top 21 finalists at the state competition.

Coach Smith introduced Sorella, Sophia S., Jessica, Kelsey, Olivia, and Sophia C. who were in attendance at the meeting. The students introduced their families in the audience and Dr. Baker presented each of the students and coaches with certificates of recognition. A picture was taken with the Governing Board, Superintendent Jaeger, Coaches Smith and Jones, and the students to mark the occasion.

D. Presentation of Distinguished Service Awards

President Baker asked Superintendent Jaeger to introduce the awards. Superintendent Jaeger explained that each month during the school year, a certificated and a support staff member are recognized with a Distinguished Service Award.

Superintendent Jaeger asked Glenda Arffa, Assistant Principal of Amphitheater High School to introduce the Support Staff Distinguished Service Award recipient, Thelma Serrano, Secretary. Ms. Arffa described Ms. Serrano as the "eyes and ears" of the school and well immersed in the community. She went on to speak about Ms. Serrano's loyalty, professionalism, positivity, and ability to diffuse difficult situations.

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

On behalf of the Governing Board Ms. Zibrat asked Ms. Serrano if she would like to share anything. Ms. Serrano thanked her administration and coworkers at Amphi High and introduced her daughter and grandchild in the audience.

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

Superintendent Jaeger then invited Leighann Reynolds, Principal of Walker Elementary School, and Brian Donahue, Physical Education Teacher and the Certificated Distinguished Service Award recipient, to come forward. Ms. Reynolds stated that during her short time at Walker, she has found Mr. Donahue to be selfless, creative, and a master teacher whose classes support our Promise of a Graduate initiatives. She spoke about Mr. Donahue's role as the P.E. lead for the district, organizer of the elementary track meet, and the work he does at La Cima Middle School.

A video presentation was shown honoring Mr. Donahue for the work he has done in the District.

Ms. Zibrat asked Mr. Donahue if he would like to share anything. Mr. Donahue thanked the District's support of Art, P.E., and Music in schools. He also thanked the Walker staff and introduced his family in the audience.

Ms. Zibrat presented Mr. Donahue with a certificate of recognition from the Governing Board, a

Distinguished Service Award and a gift card donated by the Amphi Foundation.

A picture was taken with Ms. Serrano, Mr. Donahue, Ms. Arffa, Ms. Reynolds, the Governing Board, and Superintendent Jaeger to mark the occasion.

E. Recognition of 2024 Northern Arizona University President's Alumni Award

Superintendent Jaeger asked CDO Principal, Ms. Bulleigh to introduce this recognition. Ms. Bulleigh asked Robyn Yewell, REACH Teacher, to come forward. Ms. Bulleigh spoke about first meeting Ms. Yewell when she was a teacher at Harelson Elementary where her son was enrolled. She shared that Ms. Yewell currently teaches gifted students at CDO, has three master's degrees from Northern Arizona University, is actively involved in several professional organizations, and she has received numerous prestigious awards over the years. Ms. Bulleigh concluded that she was proud to honor her this evening.

Ms. Day added that Ms. Yewell is also an amazing Odyssey of the Mind coach and how privileged Amphitheater is to have her. Ms. Day presented Ms. Yewell with a certificate of recognition. A picture was taken with the Governing Board, Superintendent Jaeger, Ms. Bulleigh, and Ms. Yewell.

F. Recognition of 2024-2025 Arizona Circle of Excellence Award Winner

Superintendent Jaeger extended his appreciation to Ms. Annette Orelup, Principal of Keeling Elementary School, for her leadership and noted how proud he was of the Keeling staff.

Ms. Call stated she was proud to introduce Annette Orelup who has worked in Amphitheater for thirty years and has spent the last eight years as the principal of Keeling Elementary. She went on to read excerpts from the letter of nomination for the Circle of Excellence Award that spoke about Ms. Orelup's accomplishments including tremendous learning growth at Keeling, equity for all students, her loyalty, dependability, love for the school community and her passion for STEM education. Ms. Call went on to comment on Ms. Orelup's ability to lead staff and develop their skills and the positive collaboration between Keeling and Innovation Academy.

Ms. Orelup stated she was honored to receive the award, but it is much more about the Keeling staff as a whole than just her efforts. She thanked Ms. Call and Mr. McConnell for nominating her.

Ms. Cox Golder presented Ms. Orelup with a certificate of recognition. A photo was taken with the Governing Board, Superintendent Jaeger, Ms. Call, Mr. McConnell, and Ms. Orelup to mark the occasion.

Dr. Baker called for a ten-minute break at 7:12p.m. He reconvened the meeting at 7:22p.m.

8. INFORMATION

A. Superintendent's Report

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

Superintendent Jaeger shared photos highlighting some recent District events.

- Veteran's Day ceremonies held at Wilson K-8 and Donaldson Elementary
- "This is High School" event at Amphitheater High School for feeder elementary 5th graders to explore their future high school opportunities
- Halloween celebration at Wetmore complete with trick-or-treaters from Donaldson, Holaway, Keeling, and Prince elementaries
- Wetmore staff visited Rillito for their annual Halloween parade
- Ironwood Ridge High School seniors celebrated their "Senior Sunrise" on October 30th
- Congratulations to Cross Middle School Science teacher, Ethnee Taylor for being named the Raytheon Leader in Education for Middle School
- Congratulations to Innovation Academy teacher Erin Englehard for being named a 2024

Arizona Bowl Extra Yard for Teachers Award recipient

- Ironwood Ridge High School Model United Nations hosted an event recently for teams throughout Southern Arizona
- The Canyon del Oro High School Chess team competed over the weekend to qualify for the state chess tournament
- Both the CDO and IRHS football teams have qualified for the first round of the playoffs and are competing this coming Friday
- IRHS Band took first place and CDO Band took 3rd place in the 3A Division at the University of Arizona Band Day
- Thank you to Amphitheater voters for passing the bond and override propositions on the ballot and to LEAP AHEAD co-chairs, Beth Lake and Patsy Harris.

B. Status of Construction Projects

For the Status of Construction Project attachments see Exhibit 2.

Superintendent Jaeger asked Mr. LaNasa to provide on update on District-wide construction projects. Mr. La Nasa stated that in addition to the annual report he gave last month, he also provides monthly reports to inform the public about how state funds are being used.

Mr. LaNasa showed photos which highlighted completed projects and some currently under construction:

- Amphitheater High School Panther Hall Boiler Replacement – Bond Funds
- Amphitheater Middle School Exterior Door Painting – Bond Funds
- Ironwood Ridge High School Small Gym Bleacher Seating Repairs – Bond Funds
- Walker Elementary School Walkway Ramada Repairs & Painting – Bond Funds

Mr. LaNasa reported that the District received $1,798,833 in grant funding in September and October 2024 bringing the 2024-2025 school year total to $6,091,491.

He offered to answer any questions. There were none.

Ms. Day congratulated him on securing these grant funds. Mr. La Nasa said he accepted on behalf of his entire team.

9. <u>PUBLIC COMMENT</u>

Jenn Houser is a parent of a student attending Coronado K-8 who is a Type 1 diabetic. She noted it was her second time addressing the Governing Board, so they are already aware of her son's situation at Coronado. Ms. Houser stated that she understands that the District's insurance provider, The Trust, prohibits students from having access to district wi-fi, but she doesn't feel the District is advocating enough for her children as wi-fi access is on their 504 plans to ensure their safety and enable them to learn. She went on to say that Section 504 states that programs, policies, and services can be changed to ensure equal opportunities for people with disabilities. Ms. Houser asked for the District to work with The Trust to ask for an amendment in order to accommodate medical wi-fi access for students. Ms. Houser concluded with asking the District to be resourceful in working with the Trust in order to ensure an equitable learning environment for children with medical needs.

Stacey Andrade is a parent of a diabetic student at Coronado K-8 and stated she is present to advocate for her student and all diabetic students that she feels the District has ignored. She spoke about the length of time it took to receive a response from the District to her inquiry in September and went on to speak about a low sugar incident at school when her son was in kindergarten and another in September of this year when Verizon wireless had an outage causing his insulin pump to stop receiving data. Ms. Andrade stated she would like the District to respond to the parents of diabetics about the lack of wi-fi access despite all of the options she has provided, information from the ADA,

the nursing staff, the 504 plan, and endocrinologist.

Melanie Barrett is a parent of a Type 1 diabetic which she noted is a life altering and life-threatening disease. She went on to explain parents with diabetic children have to make hourly decisions about their children's health which required blood sugar data. Ms. Barrett stated that wi-fi access is crucial so there is not a lapse in this data when cellular service fails and suggested a dedicated medical wi-fi that does not have access to district-sensitive data as a solution. She expressed her appreciation for teachers and school nurses for the care they provide to students with special needs. Ms. Barrett relayed an incident that happened when her child's blood sugar became dangerously low while on the playground and because at that time, wi-fi access was available, her child was able to receive prompt medical attention. She implored the Governing Board to find out why Amphitheater can't provide this wi-fi access when other districts can.

Superintendent Jaeger reminded the Governing Board that they are prohibited from responding to public comment when the item is not published on the meeting agenda; but noted that the District can respond to misstatements or misleading information. He shared that he appreciated the parents' passion and concerns for the medical needs of their children as he also had a son with severe medical needs who ultimately passed away. Superintendent Jaeger stated that the District has offered a solution that is the same solution offered by a number of surrounding school districts contrary to the assertion that was made at the last meeting that Amphitheater was alone in refusing to do what was asked of them. He went on to say that the District has conferred with Tucson Unified School District, Marana, Vail, Sunnyside, Catalina Foothills, Tanque Verde and Sahuarita School Districts and all of them offer the same solution that has been offered to these parents and students. He noted that none of the school districts indicated that they can or do comply with one federal law by violating another federal law which is our requirement under Children's Internet Protection Act (CIPA). He concluded that the district stands ready to provide the solutions offered and urged the parent who was invited to attend a meeting, to do so in order to resolve the situation. Superintendent Jaeger again stated that the district will not violate federal law to comply with another and that the Federal Communications Commission (FCC) would not tell anyone that it was a reasonable accommodation to do so. He promised that they will resolve the matter if the parents meet with the District.

10. CONSENT AGENDA

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

Amphitheater Public Schools Public View - BoardBook Premier

President Baker asked if any items needed to be removed for further discussion or comment. There were none.

Ms. Cox Golder moved for Consent Agenda Items 10. A.-L. be approved as presented. Vice President Zibrat seconded the motion. Voice vote in favor – 4. President Baker, Vice President Zibrat, Ms. Cox Golder, and Ms. Day. Opposed – 0. Consent Agenda Items 10. A.-L passed.

A. Approval of Appointment of Non-Administrative Personnel

Non-administrative personnel appointments were approved as listed in Exhibit 3.

B. Approval of Personnel Changes

Certified and classified personnel changes were approved as listed in Exhibit 4.

C. Approval of Leave(s) of Absence

Leave(s) of Absences were approved as listed in Exhibit 5.

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

Separations and terminations were approved as listed in Exhibit 6.

E. Approval of Stipend for Coaching Volunteers

Stipend for Coaching Volunteers were approved as listed in Exhibit 7.

F. Approval of Minutes of Previous Meeting(s)

The Governing Board approved minutes from the October 1st, 2024, October 15th, 2024, and October 22nd, 2024 meetings as submitted in Exhibit 8.

G. Approval of Vouchers Totaling and Not Exceeding Approximately $1,445,197.57

A copy of vouchers for goods and services received by the Amphitheater Public Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized as submitted in Exhibit 9.

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1111	$151,995.51	1112	$199,831.57	1113	$42,187.11
1114	$320,672.87	1115	$127,579.83	1116	$4734.17
1117	$5,868.01	1118	$178,333.35	1119	$90,373.48
1120	$26,709.93	1121	$75,712.26	1122	$65,545.64
1123	$124,253.76	1124	$31,400.08		

H. Acceptance of Gifts

Gifts were accepted by the Governing Board as submitted in Exhibit 10.

I. Approval of Parent Support Organizations-2024-2025

The Governing Board approved CDO Girls Basketball Booster, CDO Cross Country Booster, CDO Softball Booster, IRHS Softball Boosters, CDO Project Graduation, and CDO Mens Soccer Booster for the 2024-2025 school year as submitted in Exhibit 11.

J. Receipt of September 2024 Report on School Auxiliary and Club Balances

The Governing Board approved Receipt of September 2024 Report on School Auxiliary and Club Balances as submitted in Exhibit 12.

K. Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants

The Governing Board approved Arizona Department of Administration School Facilities Division Building Renewal Grants as submitted in Exhibit 13.

L. Approval of Out of State Travel

The Governing Board approved requests for Out of State Travel as listed in Exhibit 14.

11. <u>STUDY</u>

A. Presentation on District Data as it Relates to the School A-F Letter Grades

For the Presentation of District Data as it Relates to the School A-F Letter Grades PowerPoint see Exhibit 15.

Superintendent introduced Jason Weaver, Program Evaluation and Data Analyst as he will be reviewing the District's A-F letter grades. Mr. Weaver stated the objective of his presentation was to provide an overview of what determines school letter grades, the actual 23-24 school year grades, and a review of the Spring state assessment data.

Mr. Weaver stated that the bulk of letter grades is determined by student performance on assessments in English Language Arts (ELA) and Mathematics assessments in grades 3-8 and

grade 11. He gave an overview of the levels of proficiency a student can receive. Mr. Weaver then reviewed the structure of what comprises letter grades for K-8 consisting of growth, proficiency, English Language (EL) proficiency and growth, and acceleration/readiness. High school letter grades utilize these criteria but also measure graduation rates and college and career indicators.

Mr. Weaver shared the A-F letter grade definitions and the 2023-2024 letter grades for each of the District's schools. He noted that since 2021, there has been an 83% increase in the number of Amphitheater schools receiving a grade of 'A' which results in 52% of District schools receiving an 'A' letter grade. Mr. Weaver spoke about the schools who saw a change in their letter grade from the year prior. He noted that factors contributing to strong A-F performances included gains in 3rd through 5th grade math and ELA scores along with increased performance on the AZELLA English Language proficiency test at several schools. He also spoke about the factors that contributed to the specific schools that saw a decrease in their letter grades but noted that work is already being done to address these issues and expand student success.

Mr. Weaver shared a graph with Amphitheater District's 2023-2024 ELA State Assessment results in comparison to the state of Arizona as a whole, versus neighboring districts, and each individual school's performance. He noted that Amphitheater performed better than the state of Arizona average and better than most neighboring school districts. Mr. Weaver went on to share data of ELA proficiency by grade level in comparison to the state of Arizona. Mr. Weaver shared the same data for Mathematics state assessments and rates of proficiency and noted that student performance in math was lower than language arts, but overall demonstrated similar data trends as in the ELA data.

Mr. Weaver concluded that letter grades are a snapshot of student performance on state tests and don't factor in the unique opportunities that exist at each of our District schools. He stated that there are many areas of success to capitalize and build upon, but other areas require a continued, collective, and focused effort to grow and improve.

Ms. Call thanked Mr. Weaver for his report and noted she was very proud of the work being done by the team in the Office of Learning and Instruction over the last three and a half years and applauded the hard work of principals and teachers to make academic achievement happen. She noted that they have focused on Tier 1 instruction through learning continuums and the use of guaranteed and viable curriculum that focuses on equity for all students. She went on to say the use of strategic instructional strategies such as AVID and Personalized Learning has increased rigor and access to deeper learning. Ms. Call spoke about how grading practices demonstrate students' proficiency in standards and there is still more work to be done. She explained the use of Communities of Practice (COP's) during District Professional Development time that allows teachers to improve their practice and use of district approved curriculum and the strategies in place to address schools with lower letter grades.

Mr. Munger spoke about the work of aligning learning continuums, also known as Scope and Sequence work. He went on to speak about the Scope and Sequence aligning with newly rolled out district benchmarks and working with the secondary curriculum collaborative and newly adopted materials to ensure the provision of guaranteed viable curriculum that aligns to the co-teaching inclusion model, proficiency and grading systems, and provides data for students and teachers.

Mr. Weaver offered to answer any questions. Ms. Day noted that the comparison graphs with other districts did not include data on charter schools and wondered if there was a big difference. Mr. Weaver responded that in preparing information such as this he is mindful of noting what is included and what isn't included and noted that it also depends on the data sources. Mr. Weaver stated that the way the data comes from the state and the way that it is

being presented, it made more sense to leave out the charter school data, but he would be happy to provide a comparison of Amphitheater's performance to charter schools.

Ms. Cox Golder noted she had seen a chart provided by the Superintendent that showed Amphitheater had outperformed Legacy and Lehman Charter schools. Mr. Weaver affirmed that and reiterated that for the purposes of how the data was presented this evening it wasn't the right set-up to provide that data in this presentation.

Superintendent Jaeger stated that additional information would be provided to Board members in comparison to performance versus charter schools in the area.

Ms. Day shared that having talking points, like they were provided during the bond and override election, were helpful to be able to share with the community.

Superintendent Jaeger noted that in 2017 there were two district schools with 'A' letter grades and the Governing Board at that time challenged him to make improvements. He noted how proud he was of the considerable gains made since that time with now half of the schools receiving 'A' letter grades and the growth of other schools. He went on to congratulate the work of the team of district administrators and the teachers they represent who do the work to achieve the gains and the work they continue to do to make the gains that are yet to come. He concluded with a big thank you to teachers, support staff, and other educators who made all of this happen.

12. STUDY/ACTION

A. Approval of District Addenda Format and Study of Evaluation Guidelines

For the Presentation of Information on District Addenda Schedule and Duties see Exhibit 16.

Superintendent Jaeger noted that this item is a continuation of a study presented several weeks ago and asked Mr. Munger to continue with presenting.

Mr. Munger reiterated that this was a continuation of a previous study, but administration is seeking approval of the formatting update to the District Addenda Schedule and specific feedback on the draft evaluation measures. He shared a slide noting the format of the new Addenda schedule and spoke about the changes to the 504 addenda from a flat rate of $500 to a per pupil rate of $50 resulting in a cost savings and equity for staff based on caseload. He went on to speak about the Library Department Chair and Counseling Department Chair addendum which have historically been omitted and previously approved but will be added to the schedule subsequent to this meeting.

Mr. Munger spoke about the process of developing an evaluation tool for employees receiving an addendum which included a document of job duties and responsibilities which sets expectations to then allow an administrator to evaluate later. He also shared a draft application for flex addenda that aren't explicitly noted in the addenda schedule. Mr. Munger explained the addenda committee's approach to developing an evaluation tool which looked at combining elements from the Coach Evaluation and Classified Evaluation instruments.

Mr. Munger stated that the next steps include gathering feedback from administrators and other stakeholders on the evaluation instrument and refining documents based on that feedback ultimately asking the Governing Board for their approval. He offered to answer any questions.

Ms. Day noted that this work exceeded all of her expectations and she was very impressed.

Ms. Day moved to approve district format changes to the addenda schedule and proposed rate change to the 504 addenda. Ms. Cox Golder seconded. There was no discussion. Voice vote in favor-4. President Baker, Vice-President Zibrat, Ms. Cox Golder, and Ms. Day. Opposed-0.

B. Study, Discussion, and Approval of Governing Board Vote on Recommended Revisions to the Arizona School Boards Association Bylaws

For a Summary of Bylaw Changes and Proposed ASBA Bylaw Revisions see Exhibits 17 & 18.

Superintendent Jaeger explained that this item was brought forward at the request of the Arizona School Board Association (ASBA) as they are presenting changes to their bylaws. He spoke about the changes being presented are "safe" and his recommendation is to support and vote in favor of these changes. Superintendent Jaeger noted that it is the function of this Governing Board as a body to decide one vote either in favor or opposition of the bylaw changes.

Ms. Day moved that the Governing Board vote in favor of the proposed changes to the ASBA bylaws. Ms. Cox Golder seconded. Voice vote in favor-4. President Baker, Vice-President Zibrat, Ms. Cox Golder, and Ms. Day. Opposed-0.

13. ACTION

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

For the Resolution declaring the Tuesday before Thanksgiving as "Kindness Day" see Exhibit 19.

Superintendent spoke about the yearly tradition of this resolution as an effort to promote kindness during Thanksgiving week and beyond.

Ms. Cox Golder moved to approve the Resolution Declaring the Tuesday before Thanksgiving as "Kindness Day" Vice President Zibrat seconded. Voice vote in favor-4. President Baker, Vice President Zibrat, Ms. Cox Golder, and Ms. Day. Opposed-0.

Dr. Baker read the resolution.

14. EXECUTIVE SESSION

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

A. Discussion or Consultation for Legal Advice with the Attorney or Attorneys of the District Regarding Federal Tax Compliance Issues, Pursuant to A.R.S. § 38-431.03(A)(3)

B. Discussion Pertaining to the Employment of the Superintendent, and in Accordance with His Terms of Employment May Include an Annual Evaluation of His Performance, Pursuant to A.R.S. § 38-431.03(A)(1)

Vice President Zibrat moved that the Board go into an Executive Session to address the matters identified in Item 2. of the Board's agenda and pursuant to the legal authorities listed on the agenda under Item 14. Ms. Day seconded the motion. Voice vote in favor- 4. President Baker, Vice President Zibrat, Ms. Cox Golder, and Ms. Day. Opposed–0.

President Baker proclaimed they were in Executive Session at 8:43 p.m.

15. RECONVENE PUBLIC MEETING

Dr. Baker reconvened the meeting at 9:18p.m.

16. PUBLIC COMMENT

There was no public comment.

17. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

Dr. Baker asked that the three speakers from Public Comment be contacted.

18. ADJOURNMENT

Ms. Day moved to adjourn. Vice President Zibrat seconded. There was no discussion. Voice vote in favor-4. President Baker, Vice President Zibrat, Ms. Cox Golder, and Ms. Day. Opposed – 0. The meeting adjourned at 9:20 p.m.

Jen Anderson

Minutes respectfully submitted for Governing Board Approval — December 2, 2024 Date

Jen Anderson, Executive Assistant to the Superintendent & Governing Board

Scott K. Baker, Ph. D., Governing Board President — December 10, 2024 Date

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **December 10, 2024**

TITLE: **Approval of Vouchers Totaling and Not Exceeding $3,693,233.53 (Final Total)**

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer **Date: December 09, 2024**

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **December 10, 2024**

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

Scott Little, Chief Financial Officer **Date: November 19, 2024**

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

Gifts and Donations		12/10/2024
Ck in the amount $311.00	Frontstream	Mesa Verde Elementary
Ck in the amount $69.39	Holaway PTO	Holaway Elementary
Ck in the amount $79.64	Kroger	Nash Elementary
Ck in the amount $570.00	Copper Creek PTO	Copper Creek Elementary
Ck in the amount $400.00	Caterpillar Foundation	Ironwood Ridge High School
Ck in the amount $4,870.00	IRHS Wrestling Booster	Ironwood Ridge High School
Ck in the amount $2,500.00	Tucson Values Teachers	Cross Middle School

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **December 10, 2024**

TITLE: **Receipt of October 2024 Report on School Auxiliary and Club Balances**

BACKGROUND:

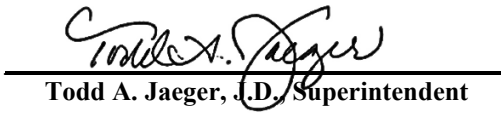
Arizona Revised Statutes §§15-1121 and 15-1125 provide for the operation of Student Activity and Auxiliary Operations funds respectively. The Uniform System of Financial Records for Arizona School Districts (USFR) outlines procedures to be followed by school districts in the disbursements of monies from 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: November 19, 2024**



Todd A. Jaeger, J.D., Superintendent

Amphitheater Public Schools
Summary of Activity for All Schools
Auxiliary Account
For the Month Ending October 31, 2024

Beginning Balance	$	3,165,033.75
Plus Deposits		292,500.64
Less Disbursements		(108,203.02)
Ending Book Balance For All Schools	$	3,349,331.37
Outstanding Deposits		(925,722.28)
Outstanding Checks		37,543.93
Ending Bank Balance For All Schools	$	2,461,153.02

Amphitheater Public Schools
Summary of Activity for All Schools
Student Activity Accounts
For Month Ending October 31, 2024

Beginning Balance	$	822,796.19
Plus Deposits		63,239.97
Less Disbursements		(91,263.74)
Ending Book Balance For All Schools	$	794,772.42
Outstanding Deposits		(96,559.53)
Outstanding Checks		27,237.17
Ending Bank Balance For All Schools	$	725,450.06

Amphitheater Public School District #10

Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending October 31, 2024

Amphi Middle School		
Student Gov't		4,579.24
AVID		-
Culture Exchange		-
MESA Club		148.06
NJHS		178.52
Odyssey of the Mind		625.80
Science Club		138.07
Sports Academy		-
Yearbook		-
Amphi Middle School Total	**$**	**5,669.69**
Copper Creek Elementary		
Student Council		4,451.84
Accelerated Reader Club		-
Turquoise Times		32.28
Copper Creek Total	**$**	**4,484.12**
Coronado K-8 Schools		
Elementary Student Council		4,858.12
Middle School Student Council		4,196.78
Astronomy/Space & Science		221.76
Band		3,951.05
C.H.O.I.C.E.S.		925.74
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		4,932.84
Odyssey of the Mind		1,577.35
Orchestra		930.57
Running Club		3,152.56
Wrestlers Club		871.70
Coronado Total	**$**	**29,235.06**
Cross Middle School		
Student Council		4,386.73
6th Grade Club		282.15
Band Club		1,558.20
Choir Club		2,116.40
Future Problem Solvers		145.00
Guitar Club		2,088.46
Life Skills Exploratory Club		142.96
Math Counts		242.87
Musical Theater Club		1,315.32
NJHS		1,940.53
Orchestra Club		2,624.19
PE Club		3,162.13
Star Club		2,178.57
Tri-M Club		335.31
Web Club		3,536.49
Cross Middle School Total	**$**	**26,055.31**

Amphitheater Public School District #10

Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending October 31, 2024

Donaldson Elementary		
Student Council		5,392.13
Donaldson Total	**$**	**5,392.13**
Harelson Elementary		
Student Council		1,180.87
5th Grade Activities		125.36
Track		307.65
Harelson Total	**$**	**1,613.88**
Holaway Elementary		
Student Council		856.28
Holaway Total	**$**	**856.28**
Innovation Academy		
Student Council		200.69
Algebra Club		116.52
Entrepreneur Club		17.44
Odyssey of the Mind		6,858.67
Innovation Academy Total	**$**	**7,193.32**
Keeling Elementary		
Student Council		1,006.71
Keeling Total	**$**	**1,006.71**
La Cima Middle School		
Student Council		1,096.09
NJHS		1,095.90
La Cima Total	**$**	**2,191.99**
Mesa Verde Elementary		
Student Council		5,346.31
Mesa Verde Total	**$**	**5,346.31**
Nash Elementary		
Student Council		1,634.36
Nash Total	**$**	**1,634.36**
Painted Sky Elementary		
Student Council		3,199.14
Nature Shop		929.20
Orchestra		269.55
Band		704.45
Chorus		653.42
Milers		2,274.75
OM		584.95
Bagel & Books		-
Sign Language		177.00
Algebra		-
Yoga		-
NEHS		388.43
Garden Club		-
Math Club		23.00
Sewing Club		-
Art Club		209.84
Sports Club		120.01
Painted Sky Total	**$**	**9,533.74**

Amphitheater Public School District #10

Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending October 31, 2024

Prince Elementary		
Student Council		1,174.63
Prince Total	**$**	**1,174.63**
Rio Vista Elementary		
Student Council		981.94
Rio Vista Total	**$**	**981.94**
Walker		
Student Council		2,108.03
Fitness Fanatics		1,257.90
Odyssey of the Mind		2,848.80
Walker Total	**$**	**6,214.73**
Wilson		
Student Council		9,760.13
Algebra Club		473.77
Archery Club		942.67
Art Club		2,906.76
Elementary Art		280.00
Elementary Choir		955.04
GameMakers		210.00
MS Choir		2,920.92
MS Theater Club		394.64
National Junior Honor Society		1,344.67
Odyssey of the Mind		566.83
Robotics Club		1,078.53
Science Club		60.00
Science Club K-2		1,392.61
STEM Club		1,864.46
Yearbook Club		2,088.80
Wilson Total	**$**	**27,239.83**
Total K-8 Club Balances	**$**	**135,824.03**
Plus: Outstanding Checks		4,010.43
Less: Outstanding Deposits (Inc CC's)		(4,105.00)
NSF Checks/Void/Stale/Account Adj		-
Deposit Error/Adjustments		166.00
Bank Balance	**$**	**135,895.46**
Sweep Account	$	135,895.46
		0.00

Amphi High School
Student Activity Account
Schedule of Club Balances
For the Month Ending October 31, 2024

1001	Student Council	$ 14,812.13
1035	Art Club	1,136.01
1050	AHS Unified Panters Club	-
1070	Band Club	161.51
1080	Baseball	2,559.14
1085	Golf -Boys	-
1110	Basketball -Girls	1,265.79
1111	Book Club	250.00
1113	Drama Club	1,524.31
1115	Choir Club	5,868.43
1120	AVID Club	1,925.56
1135	Reading Club	-
1145	AHS Chess Club-GOT	-
1172	Dance Club	82.46
1180	Basketball -Boys	10,514.57
1200	Panther Partners Club	2,724.13
1223	Creative Writing Club	-
1226	Early Childhood Club	1,056.66
1227	Yearbook Club	1,209.52
1234	FFA Club	2,673.87
1235	FFA - Loan Funds	7,024.96
1245	French Club	2,069.04
1250	FBLA Club	2,171.61
1255	A/V Panthers Club	4,108.41
1261	The Game Club	51.00
1265	Equality Club	564.00
1275	Girls Golf Club	-
1280	Greenhouse Club	62.70
1290	Wrestling	484.45
1300	Football Club	$1,790.05
1310	Inter Act Club	1,403.56
1350	Volleyball -Boys	109.35
1450	Debate Club	586.14
1470	Soccer -Girls	116.76
1480	Link Crew	-
1520	Media Club	$ 1,223.37
1560	National Honor Society	372.73
1600	Orchestra Club	1,006.17
1606	Archery Club	2,100.00
1620	Mariachi Club	19.00
1631	Panther Popcorn	5,434.59
1740	ASL Club	2,378.55
1742	PEP Club	-
1744	Auto Skills USA Amphi Chapter	3,106.84
1745	Soccer -Boys	112.82
1770	Softball Club	866.37
1780	Spanish Club	1,582.05
1785	AHS Spiritlines	4,522.42
1790	Cross Country Club -Girls	807.87
1803	HOSA Club	3,357.75
1830	Swim Club	912.89
1835	Tennis -Girls	11.72
1840	Tennis -Boys	12.47
1850	Tech Theater Club	380.68
1860	Trackers - Track & Field Club	13.38
1900	Volleyball -Girls	5,071.23
1905	Beach Volleyball	3,521.86
1923	Panther POD	-
1950	**Bookstore Over/Short**	0.52
1965	Astronomy Club	
1981	Girls Powerlifting	
1982	Ukulele Club	
1983	Amphi Welding Club	
1984	Scholarship Club	
1985	National Technical Honor Society Club	
1990	Blood Drive Club	
1990	Blood Drive Club	

Amphi HS Total Clubs	**$ 105,121.40**
Plus: Outstanding Checks	5,517.96
Less: Outstanding Deposits (Inc CC's)	(4,024.52)
NSF Checks/Void/Stale/Account Adj	
Deposit Error/Adjustments	-
Bank Balance	**$ 106,614.84**

Sweep Account $ 106,614.84
0.00

Canyon Del Oro High School
Student Activity Account
Schedule of Club Balances
For the Month Ending October 31, 2024

1001	Student Government	$ 20,829.68	
1020	Academic Decathlon	9,193.14	
1031	Black Excellence Student Union	231.50	
1033	Awareness	15.00	
1034	AM Art Club	203.00	
1050	Special Olympics	472.84	
1070	Band Club	6,555.00	
1081	Be Kind /Ben's Bell Club	465.64	
1083	Biology Club	120.09	
1084	Bowling Club	29.44	
1085	Golf -Boys	20,110.95	
1110	Basketball -Girls	3,635.88	
1111	Book Club	20.62	
1113	Drama Club	4,555.73	
1115	Choir	1,985.88	
1118	Engineering Club	558.66	
1128	Mountain Bike	-	
1140	Chemistry Club	372.57	
1145	Chess	2,017.38	
1150	Culinary Arts/FCCLA	4,291.32	
1155	Catering	12,898.27	
1172	Dance	6,137.89	
1180	Basketball -Boys	-	
1200	DoradoTeam	1,135.26	
1220	Girls Who Code Club	-	
1224	Entrepreneurship Club	719.43	
1225	Environmentalist Club	211.22	
1226	Early Childhood	5369.65	
1227	Yearbook	7999.55	
1230	FCA Club	81.61	
1245	French Club	126.76	
1250	FBLA	1213.52	
1254	Fashion Photography	33.00	
1255	Photography Club	959.72	
1267	LGBTQ+	266.62	
1270	German Club	394.98	
1275	Golf -Girls	6624.58	
1290	Wrestling	9531.41	
1300	Football Club	15730.51	
1310	Interact	-	
1345	Take-A-Hike Club	-	
1350	Volleyball -Boys	277.87	
1420	IB Club		259.47
1425	Anime Club		-
1470	Soccer -Girls		-
1480	Link Crew		10,726.99
1530	Model United Nations		208.84
1560	National Honor Society		2,630.53
1580	Youth and Government		-
1590	Odyssey of the Mind		4,115.41
1600	Orchestra Club		9.55
1650	Psychology Club		28.00
1740	Sign Language Club		186.02
1742	Senior Spirit Squad		632.82
1743	Skills USA Construction		10,457.09
1744	Skills USA Autos		21,659.40
1745	Soccer -Boys		27.60
1770	Softball Club		2,245.35
1780	Spanish Club		616.92
1785	Spiritline/ Pomline		10,175.82
1786	Stunt & Cheer		14,483.19
1790	Cross Country		8,289.56
1800	HOSA-Future Health Professionals		1,592.66
1801	Athletic Training After Teaching (ATAT)		-
1830	Swim Club		-
1835	Tennis -Girls		4,585.11
1840	Tennis -Boys		1,986.76
1860	Track & Field Club		13,050.66
1865	TRI-M Club		216.70
1900	Volleyball -Girls Club		-
1905	Beach Volleyball		1,706.13
1911	Poetry Club		-
1915	CDO Pickleball Club		211.22
1916	Podcast Club		-
1917	Clay Club		322.65
1918	CDO Newspaper Club		-
1919	Literature Club		-
1921	CDO Aeronautics		-
1922	Mud Club		-
1923	Skate Club		-
1940	Decision Point Club		-
1950	**Bookstore Over/Short**		-
1989	Taylor Nation (Dorado version)		-

CDO HS Total Clubs	**$**	**255,800.62**
Plus: Outstanding Checks		6,868.15
Less: Outstanding Deposits (Inc CC's)		(10,329.51)
NSF Checks/Void/Stale/Account Adj		-
Deposit Error/Adjustments		-
Bank Balance	**$**	**252,339.26**

Sweep Account	$	252,339.26
		0.00

Ironwood Ridge High School
Student Activity Account
Schedule of Club Balances
For the Month Ending October 31, 2024

1001	Student Government	$ 25,957.43	1430	Key Club	$ 447.82
1035	Art Club	1,706.53	1450	Speech & Debate	-
1040	Photography/Skills USA	22,640.77	1470	Soccer -Girls	4,530.83
1050	REP-Relationship, Excellence, Pride	4,035.30	1530	Model United Nations	542.88
1070	Band Club	240.51	1560	National Honor Society	1,321.30
1080	Baseball	1,284.47	1595	Japanese	53.74
1085	Golf -Boys	3,378.93	1600	Orchestra Club	3.75
1095	Ridge Audio	1,567.85	1630	Journalism	7,468.88
1110	Basketball -Girls	336.66	1700	Club Green	1,223.36
1113	Drama	663.14	1740	Sign Language	399.00
1115	Choir	6.80	1745	Soccer -Boys	7,523.43
1125	Silver Singers	-	1750	Robotics Club	2,029.68
1128	Cycling Club	-	1760	Rock & Metal	-
1150	Culinary Arts	2,112.31	1770	Softball Club	831.31
1173	Pomline	2,455.29	1785	Spiritline/Cheer Club	13,606.32
1180	Basketball -Boys	1,448.86	1790	Cross Country	906.13
1203	Pop till you Drop	1,030.49	1800	Sports Medicine	1,026.19
1226	Early Childhood	714.98	1803	Healthcare - HOSA	740.00
1227	Yearbook	76,819.25	1830	Swim Club	7,196.90
1250	FBLA-Future Business Leaders	-	1835	Tennis -Girls	2,521.83
1256	Film/On the Ridge Design	754.85	1840	Tennis -Boys	8,051.24
1260	Gaming	114.95	1850	Technical Theater Club	78.53
1266	Q Club	399.57	1860	Track & Field Club	-
1275	Golf -Girls	1,051.33	1900	Volleyball -Girls	36,751.39
1290	Wrestling	2,153.12	1905	Beach Volleyball	10,093.36
1300	Football	28,374.25	1910	S. AZ Veterans Heritage Club	1,229.35
1345	Climbing Club	-			
1350	Volleyball -Boys	10,035.51	**1950**	**Bookstore Over/Short**	-

Ironwood Ridge HS Total Clubs	**$ 297,860.37**
Plus: Outstanding Checks	10,840.63
Less: Outstanding Deposits (Inc CC's)	(78,070.50)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	(30.00)
Bank Balance	**$ 230,600.50**

Sweep Account	$ 230,600.50
	0.00

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **December 10, 2024**

TITLE: **Approval of Parent Support Organization(s) – 2024-2025**

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

Amphitheater Middle School PTO
JOM Indian Education Committee
CDO Swimming Booster

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

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer **Date: December 3, 2024**

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

Print Form

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

School Year 2024-2025

Name of Organization Amphitheater Middle School PTO School Amphitheater Middle Sch

Related Student Organization or Club _____ Taxpayer I.D. 20-3440698

OFFICERS:

Name: Rene Reyes	Name: Janet Reyes
Office Held: President	Office Held: Treasurer
Address:	Address:
E-mail:	E-mail:
Phone(s):	Phone(s):
Date taking office: 10/17/24	Date taking office: 10/17/24
Name:	Name:
Office Held:	Office Held:
Address:	Address:
Phone(s):	Phone(s):
Date taking office:	Date taking office:

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? TWICE A MONTH Executive meetings held how often? EVERY OTHER WEEK

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

Signature 10/17/2024 Date Signature 10/17/2024 Date

Signature Date Signature Date

Site Administrator's Approval: Signature 11/19/24 Date

For district use: *Finance Department recommendation:* approved

Governing Board Agenda date: 12/17/24

Revised 5-3-06

Print Form

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

School Year 2024-2025

Name of Organization JOM Indian Education Committee School Native American Ed

Related Student Organization or Club _____ Taxpayer I.D. 46-4147442

OFFICERS:

Name:	Christine Nelson	Name:	
Office Held:	President	Office Held:	Treasurer
Address:		Address:	
E-mail:		E-mail:	
Phone(s):		Phone(s):	
Date taking office:	08/01/24	Date taking office:	
Name:	Christina Mena	Name:	
Office Held:	Alternate	Office Held:	
Address:		Address:	
Phone(s):		Phone(s):	
Date taking office:	08/01/24	Date taking office:	

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? As needed

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

Signature [signature] Date 11/7/24

Signature Date

Signature Date

Signature Date

Site Administrator's Approval: Marlene Manzanares 11/8/2024
Signature Date

For district use: *Finance Department recommendation:* approved

Governing Board Agenda date: 12/17/24

NOV 12 '24 AM 7:09

Revised 5-3-06

Print Form

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

School Year 2024-2025

Name of Organization CDO. Swimming Booster School Canyon del Oro High Sch

Related Student Organization or Club _____ Taxpayer I.D. 87-2285808

OFFICERS:

Name: Anthony Ferrara	Name: Kurt Weibel
Office Held: President	Office Held: Treasurer
Address:	Address:
E-mail:	E-mail:
Phone(s):	Phone(s):
Date taking office: 09/01/21	Date taking office: 11/05/24
Name: Julie Crawford	Name: Brenda Pearson
Office Held: Vice President	Office Held: Secretary
Address:	Address:
Phone(s):	Phone(s):
Date taking office: 11/05/24	Date taking office: 08/17/23

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? Twice Monthly Executive meetings held how often? Twice Monthly

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

Signature	Date 11/4/24	Signature	Date 11/5/24
Signature	Date 11/5/24	Signature	Date 11/5/24
Site Administrator's Approval: Signature		Date 11/14/24	

For district use: *Finance Department recommendation:* approval

Governing Board Agenda date: 12/10/24

NOV 21 '24 PM 1:55

Revised 5-3-06

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **December 10, 2024**

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

BACKGROUND:

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

Description	***Quantity***
Laptop charging carts – mobile	16
Data/Media Rack (from AV room)	1

RECOMMENDATION:

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

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer **Date: December 3, 2024**

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: December 10, 2024

TITLE: Award of Contract for Recycle/Disposal of Surplus Electronic Equipment- Based Upon Responses to Request for Quote (RFQ) 2425000

BACKGROUND:

Request for Quote 2425000 (RFQ) for Recycle/Disposal of Surplus Electronic Equipment was posted for 21 days on the Arizona Purchasing site on www.AZPurchasing.org. This solicitation requested pricing (revenue) for the Recycle/Disposal of Surplus Electronic Equipment. Sixteen vendors downloaded the document and three vendors submitted a response.:

Vendor	Quote
4Tempus	$ 23,000.96
Asset Worx	$ 8,250.00
Global (GerTeam)	$ 1,030.00

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board award the sale of surplus electronic equipment to **4Tempus** as determined by their responsive proposal to RFQ 2425000.

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer **Date: November 25, 2024**

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: December 10, 2024

TITLE: Award of Contract for Recycle/Disposal of Surplus Phone System Equipment- Based Upon Responses to Request for Quote (RFQ) 2425001

BACKGROUND:

Request for Quote 2425001 (RFQ) for Recycle/Disposal of Surplus Phone System Equipment was posted for 19 days on the Arizona Purchasing site on www.AZPurchasing.org. This solicitation requested pricing (revenue) for Recycle/Disposal of Surplus Phone System Equipment. Fifteen vendors downloaded the request and only one vendor submitted a response. The results were:

Global $30.00

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board award contracts to **Global** as determined by their responsive proposal to RFQ 2425001 for the Recycle/Disposal of Surplus Phone System Equipment.

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer **Date: November 25, 2024**

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: December 10, 2024

TITLE: Approval of the 2024-2025 District 301 Plan

BACKGROUND:

The Arizona Department of Education requires that each district Governing Board approve a District Classroom Site Fund Pay for Performance Compensation Plan by December 31st of each year. ARS 15-977 requires that the plan comply with fourteen key elements to obtain approval. The plan for 2024-2025 has minor changes from the previous year. These updates include date and year changes and updating language in some areas.

The updated District 301 Plan for 2024-2025 is attached for review and approval. Changes are indicated in red font and additional wording is in blue font.

RECOMMENDATION:

This information is provided for the Governing Board's approval.

INITIATED BY:

Tassi Call

Tassi Call, Associate Superintendent for Elementary Education K-5 **Date: December 1, 2024**

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

Submission Guidelines for
Classroom Site Fund Pay for Performance Compensation Plan

School District: AMPHITHEATER UNIFIED SCHOOL DISTRICT #10

Fiscal Year: 2024-2025

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

The Amphitheater plan includes student performance results on a site selected method of summative assessment in the targeted academic area for that school (e.g., NWEA, MAP testing in math or reading, Amira, etc.). The formative assessment for this plan is in the form of a site selected student engagement goal and assessment. Teachers and administrators at each site determine the academic focus areas and the focus area for student engagement based upon analysis of data from the previous year. The results of State testing in the area of reading or math is utilized for Goal II. The 2025 Arizona Academic Standards Assessment (AASA) results will be used for the payout for Goal II. The 301 Site Plan aligns with the school's improvement plan and the district continuous improvement plan. School improvement plans are submitted to the Arizona Department of Education through ALEAT.

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

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

Sample goals:

- Students will show evidence of observable student engagement behaviors during classroom activities as measured by the 'Effective Learning Environments Observation Tool' (ELEOT) from the Cognia (AdvancED) accreditation system.

- (SCHOOL NAME) students will maintain or exceed their participation in extra-curricular offerings or in-class participation in any of the following activities: 21st century clubs, tutoring, band, O.M., reading, math, science family/teacher nights, interactive field trips and /or by participating in a production or a computer simulation during the 2024-2025 school year. This will be measured by attendance records in extracurricular activities from fall to spring as well as participation surveys. The surveys will be given to each student attending (SCHOOL NAME) by their classroom teacher at the beginning and end of the 2024-2025 school year.

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

Sample Goal:

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

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

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

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

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

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

Student Engagement Assessment Examples	**Student Achievement (Formative and Summative) Examples**
• Student progress on report cards or progress reports • Increase in actual student engagement in classroom activities as measured by peer or administrative observation • Student engaged time on reading, writing or math activities • Increases in student engagement in extracurricular activities	• NWEA Measures of Academic Progress (at some sites) • Amira (at some sites) • School-wide assessments at each high school (Reading, math or writing) • Everyday Math and/or HMH Into Reading assessments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Classroom Site Fund: 011-Base Salary (20%)
This portion of the fund is used to increase the base salaries of teachers.
Classroom Site Fund: 012-Performance Pay (40%)
This fund pays the performance pay to teachers each year based on the school site plan. Schools develop a plan which includes an engagement goal and a goal with a site-based assessment measure. In addition, a goal is written to address one of the areas of the AASA.
Classroom Site Fund: 013-Other (40%)
This category gives the district some discretion on how to utilize the funds in the best interest of the needs of students. The option that Amphitheater has chosen this year is:

- **Teacher Salaries**

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

Distribution: Fund 011 and 013 are currently built in to the teacher's regular contracted salary amounts. Fund 012, the performance pay element, is distributed to participating teachers in a lump sum payment in late June of every year. It is based on the school-based 301 plan results from the current school year. The amount of the payout varies each year based on the accumulation of the fund. The entire fund is distributed according to the degree of accomplishment of the school plan. The 301 Oversight Committee reviews all results of the plans in May, making recommendations to the Governing Board for pay out approval. The distribution of the performance pay for 2023-2024 occurred in the last pay period in June 2024. Employees received their compensation on July 5, 2024, in a special paycheck.

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

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

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

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

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

Example:
Total Amount Available Per Participant: $2500

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

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

Amphitheater Unified School District
301 Performance Pay Plan 2024-2025

Overview

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

Rationale

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

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

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

Eligibility

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

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

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

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

Compensation

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

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

~~Teachers who are involved for the first time will receive their sign on compensation of up to $600 in October of that year. Approved classified staff will receive compensation of up to $500 at the 301 pay out. Actual compensation amounts are determined by revenue received from the state, number of participants, and the number that are successful.~~

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

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

Structure of the 301 Site Plan

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

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

2. Rationale of the Site Plan:
(Explain the specific needs of your student population and address the benefits of the site plan)

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

3. Planning Committee has reviewed attendance rate (ALL SCHOOLS) and drop out or graduation rate (HS) as a consideration in the creation of this plan. YES
Attendance Rate from previous year _____
Graduation Rate _____OR
Drop Out Rate _____

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

5. Goal I, Part A: School Engagement/Culture of Involvement
*(Goal statement, site chosen measure(s), including **all** students, document growth)*

6. Goal I, Part B: Site Method of Student Achievement Assessment
*(Goal statement, address **one** core content area, district-approved assessment(s), continuously enrolled students, 80% achievement)*

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

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

Reporting Results

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

Amphitheater 301 Performance Pay Plan Results
School:

1. Goal I, Part A: School Engagement

- Restate Goal
- Pre-assessment Data Results

- Post-assessment Data Results

- Goal Met _____YES _____NO _____Partially

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

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

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

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

1. Inclusion of district and school performances

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

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

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

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

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

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

2. Inclusion of other measures of academic progress

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

Student Engagement Assessment Examples	Student Achievement (Formative and Summative) Examples
• Student progress on report cards or progress reports • Increase in actual student engagement in classroom activities as measured by peer or administrative observation • Student engaged time on reading, writing or math activities • Increases in student engagement in extracurricular activities	• NWEA Measures of Academic Progress (at some sites) • Amira (at some sites) • Developmental Reading Assessment • School-wide assessments at each high school (Reading, math or writing) • Curriculum series benchmark assessments (e.g., Everyday Math, HMH, Into Reading, etc.)

3. Inclusion of dropout or graduation rates

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

4. Inclusion of attendance rates

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

5. Inclusion of rates of school quality by parents

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

6. Plan includes rates of school quality by students

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

7. Input from teachers and administrators

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

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

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

9. Appeals process

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

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

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

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

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

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

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

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

10. Regular evaluation of effectiveness/committee membership structure

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

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

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

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

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

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

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

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

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

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

Classroom Site Fund: 013-Other (40%)

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

- **Teacher Salaries**

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

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

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

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

For the 2024-2024 District Plan, 33% of the available dollars for performance pay for a teacher will be based on the performance classification determined by the Amphitheater Teacher Performance Evaluation System (ATPES) as required by ARS 15-977. Since the full amount of the pay varies by year due to fluctuations in sales tax revenue, the actual dollar amount of this portion of the pay will vary from year to year. The classifications are and the percentage of the overall available dollars attainable that will make up the 33% are as follows:

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

Example:
Assuming a Total Amount Available Per Participant: $2500

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

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

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **December 10, 2024**

TITLE: **Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants**

BACKGROUND:

The District submitted Building Renewal Grant (BRG) Applications to the Arizona Department of Administration School Facilities Division (SFD) to correct Minimum Adequacy Guideline deficiencies at District locations.

The SFD approved the following BRG Applications with Phase Grant funding to be awarded for each BRG:

- BRG-006611 – AMS – Fire Alarm System Monitoring POTS to Cellular Conversion – SF166245
- BRG-006830 – AHS – Failing Elevator Modernizations Needed – SF281246
- BRG-006853 – WAL – Failing Water Heater Replacement Needed – SF112244
- BRG-006623 – KEL – Fire Alarm System Monitoring POTS to Cellular Conversion- SF109242

The Governing Board is required to approve SFD Terms and Conditions for each BRG Application to accept the awards.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFD Building Renewal Grants and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:

Richard C. La Nasa, Executive Manager, Operational Support **Date: December 9, 2024**

Todd A. Jaeger, J.D., Superintendent

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008
Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022, April 5, 2023, November 6, 2024

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

School District: Amphitheater Unified District

School: Amphitheater Middle School

BRG Project Number BRG-006611

Project Title: AMS - Fire Alarm System Monitoring POTS to Cellular Conversion - SF1662

01. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §41-5731, §41-5701, and §41-5702.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §41-5731, A.A.C. Title 7 section R7-1-101 through R7-6-276, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

02. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5731.

2.1 ABANDONMENT OF THE PROJECT

A Project or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund.

03. FINANCIAL CONDITIONS

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;

b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, and the USFR purchasing guidelines;

c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;

d. Compliance with any applicable federal, state and local health or safety requirements;

e. Compliance with any applicable School Facilities Division Performance Specifications;

f. The SFD will require Design Scope Development meetings with the selected designer before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;

g. Professional services deliverables will be submitted to the SFD via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.

h. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S.§ 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection 8. of these Terms and Conditions.

i. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the SFD as necessary to perform its duties. The District will cooperate with the SFD or the Auditor General or any of their authorized representatives when audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the SFD if any unforeseen conditions arise during project implementation. The SFD will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from the Division to proceed. The Change Order is not considered executed until signed by the SFD. The Change Order will also indicate any changes to the contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. §41-5701.02.I.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the SFD approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

If the District intends to supplement the Project or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT

To the extent allowed by law, if the District has contributed local funds to pay for an upgrade of the Project beyond that required by the minimum school facilities guidelines; any increase in the cost of a future repair or replacement shall be paid for proportionally according to the original cost

sharing.

04. REPORTING REQUIREMENTS

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the SFD and/or the District to audit the contract.

4.1 PUBLIC RECORD

Any application, report or plan, including school designs or architectural drawings relating to the funded Project in the possession of the District or its agents or designees is deemed a public record as defined by Arizona law.

4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District shall maintain records for five years following the completion of the project, which show:

a. The amounts received from the Fund;

b. How the District spent the monies received from the Fund;

c. The total cost of the project and each phase grant;

d. The share of the total cost provided from other sources;

e. A list of all change orders that were approved and denied for each phase grant.

05. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds. Projects as a result of weather-related or other insurable incidences shall be initiated by an insurance claim and partnerships reported.

06. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of

these Terms and Conditions.

07. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project or phase grant, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

08. APPEALABLE AGENCY ACTION

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

8.1 RESOLUTION OF DISPUTES

The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

09. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2023-01. However, Tribal Nations are exempt from the definition of employer for both Federal and State Civil Rights Act.

10. TERMINATION

Each party shall have the right to terminate this Agreement by notifying the other party in writing of the termination at least thirty (30) days prior to the effective date of said termination. If the Agreement is terminated by the – SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

11. ASSIGNMENT AND DELEGATION

Neither party may assign any rights hereunder without the express, prior written consent of both parties.

12. CANCELLATION FOR CONFLICT OF INTEREST

The parties acknowledge that these Terms and Conditions are subject to the cancellation provisions set forth in A.R.S. §38-511.

13. ENTIRE AGREEMENT

These Terms and Conditions contain the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. Any amendment or modification of these Terms and Conditions shall be consistent with Section 1 of these Terms and Conditions.

14. APPLICABLE LAW

These Terms and Conditions shall be governed and interpreted by the laws of the State of Arizona.

15. THIRD-PARTY ANTITRUST VIOLATIONS

The District assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of these Terms and Conditions.

16. PROGRAM REVIEW AND SITE VISITS

The SFD has the right to make site visits at reasonable intervals for purposes of review of Project accomplishments and management control systems and to provide technical assistance, if required. The District will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the SFD in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

17. RIGHTS IN DATA, RIGHT TO USE, DUPLICATE AND DISCLOSE

The SFD may duplicate, use, and disclose in any manner and for any purpose whatsoever, within

the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

The District agrees that any negotiations, agreements, and/or contracts between the District and Architect(s) for the design of the Project shall provide that the SFD retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

a) To acknowledge Architects and their school designs successfully funded by the Board;

b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential or proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Contract, the District warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The District shall obtain statements from its contractors and its subcontractors certifying compliance and shall furnish the statements to the Board upon request. These warranties shall remain in effect through the term of the Terms and Conditions. The District and its contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any of the District's contractors or subcontractors performing work under these Terms and Conditions. Should the State suspect or find that the District or its contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Terms and Conditions for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401

19.1 WARRANT COMPLIANCE

The District's contractors must warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214(A). (That subsection reads: After December 31, 2007, each employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program.)

19.2 BREACH OF WARRANTY

A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.3 FAILURE TO COMPLY

Failure to comply with a SFD audit process to randomly verify the employment of contractors and subcontractors shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.4 INSPECTION

The SFD retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.

The SFD may enter into additional agreements with the District that authorize the District to utilize SFD-funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the SFD an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

The District warrants that its contractors are not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

22. FLOW-DOWN REQUIREMENTS

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

23. CERTIFICATION / AUTHORIZATION

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent and the CFO/Business Manager of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized

to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

BRG Project Number: BRG-006611

Governing Board President (signature)	Date
Scott K. Baker PH.D.	Amphitheater Unified District
Name (printed/typed)	School District
Superintendent (signature)	Date
Todd A. Jaeger, J.D.	
Name (printed/typed)	
CFO/Business Manager (signature)	Date
Scott Little	
Name (printed/typed)	

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008
Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022, April 5, 2023, November 6, 2024

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

School District: Amphitheater Unified District

School: Amphitheater High School

BRG Project Number BRG-006830

Project Title: AHS - Failing Elevator Modernizations Needed - SF281246

01. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §41-5731, §41-5701, and §41-5702.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §41-5731, A.A.C. Title 7 section R7-1-101 through R7-6-276, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

02. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5731.

2.1 ABANDONMENT OF THE PROJECT

A Project or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund.

03. FINANCIAL CONDITIONS

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;

b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, and the USFR purchasing guidelines;

c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;

d. Compliance with any applicable federal, state and local health or safety requirements;

e. Compliance with any applicable School Facilities Division Performance Specifications;

f. The SFD will require Design Scope Development meetings with the selected designer before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;

g. Professional services deliverables will be submitted to the SFD via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.

h. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S.§ 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection 8. of these Terms and Conditions.

i. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the SFD as necessary to perform its duties. The District will cooperate with the SFD or the Auditor General or any of their authorized representatives when audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the SFD if any unforeseen conditions arise during project implementation. The SFD will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from the Division to proceed. The Change Order is not considered executed until signed by the SFD. The Change Order will also indicate any changes to the contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. §41-5701.02.I.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the SFD approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

If the District intends to supplement the Project or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT

To the extent allowed by law, if the District has contributed local funds to pay for an upgrade of the Project beyond that required by the minimum school facilities guidelines; any increase in the cost of a future repair or replacement shall be paid for proportionally according to the original cost

sharing.

04. REPORTING REQUIREMENTS

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the SFD and/or the District to audit the contract.

4.1 PUBLIC RECORD

Any application, report or plan, including school designs or architectural drawings relating to the funded Project in the possession of the District or its agents or designees is deemed a public record as defined by Arizona law.

4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District shall maintain records for five years following the completion of the project, which show:

a. The amounts received from the Fund;

b. How the District spent the monies received from the Fund;

c. The total cost of the project and each phase grant;

d. The share of the total cost provided from other sources;

e. A list of all change orders that were approved and denied for each phase grant.

05. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds. Projects as a result of weather-related or other insurable incidences shall be initiated by an insurance claim and partnerships reported.

06. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of

these Terms and Conditions.

07. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project or phase grant, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

08. APPEALABLE AGENCY ACTION

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

8.1 RESOLUTION OF DISPUTES

The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

09. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2023-01. However, Tribal Nations are exempt from the definition of employer for both Federal and State Civil Rights Act.

10. TERMINATION

Each party shall have the right to terminate this Agreement by notifying the other party in writing of the termination at least thirty (30) days prior to the effective date of said termination. If the Agreement is terminated by the – SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

11. ASSIGNMENT AND DELEGATION

Neither party may assign any rights hereunder without the express, prior written consent of both parties.

12. CANCELLATION FOR CONFLICT OF INTEREST

The parties acknowledge that these Terms and Conditions are subject to the cancellation provisions set forth in A.R.S. §38-511.

13. ENTIRE AGREEMENT

These Terms and Conditions contain the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. Any amendment or modification of these Terms and Conditions shall be consistent with Section 1 of these Terms and Conditions.

14. APPLICABLE LAW

These Terms and Conditions shall be governed and interpreted by the laws of the State of Arizona.

15. THIRD-PARTY ANTITRUST VIOLATIONS

The District assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of these Terms and Conditions.

16. PROGRAM REVIEW AND SITE VISITS

The SFD has the right to make site visits at reasonable intervals for purposes of review of Project accomplishments and management control systems and to provide technical assistance, if required. The District will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the SFD in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

17. RIGHTS IN DATA, RIGHT TO USE, DUPLICATE AND DISCLOSE

The SFD may duplicate, use, and disclose in any manner and for any purpose whatsoever, within

the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

The District agrees that any negotiations, agreements, and/or contracts between the District and Architect(s) for the design of the Project shall provide that the SFD retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

a) To acknowledge Architects and their school designs successfully funded by the Board;

b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential or proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Contract, the District warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The District shall obtain statements from its contractors and its subcontractors certifying compliance and shall furnish the statements to the Board upon request. These warranties shall remain in effect through the term of the Terms and Conditions. The District and its contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any of the District's contractors or subcontractors performing work under these Terms and Conditions. Should the State suspect or find that the District or its contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Terms and Conditions for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401

19.1 WARRANT COMPLIANCE

The District's contractors must warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214(A). (That subsection reads: After December 31, 2007, each employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program.)

19.2 BREACH OF WARRANTY

A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.3 FAILURE TO COMPLY

Failure to comply with a SFD audit process to randomly verify the employment of contractors and subcontractors shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.4 INSPECTION

The SFD retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.

The SFD may enter into additional agreements with the District that authorize the District to utilize SFD-funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the SFD an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

The District warrants that its contractors are not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

22. FLOW-DOWN REQUIREMENTS

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

23. CERTIFICATION / AUTHORIZATION

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent and the CFO/Business Manager of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized

to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

BRG Project Number: BRG-006830

Governing Board President (signature)	Date
Scott K. Baker PH.D.	Amphitheater Unified District
Name (printed/typed)	School District
Superintendent (signature)	Date
Todd A. Jaeger, J.D.	
Name (printed/typed)	
CFO/Business Manager (signature)	Date
Scott Little	
Name (printed/typed)	

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008
Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022, April 5, 2023, November 6, 2024

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

School District: Amphitheater Unified District

School: Lulu Walker School

BRG Project Number BRG-006853

Project Title: WAL - Failing Water Heater Replacement Needed - SF112244

01. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §41-5731, §41-5701, and §41-5702.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §41-5731, A.A.C. Title 7 section R7-1-101 through R7-6-276, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

02. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5731.

2.1 ABANDONMENT OF THE PROJECT

A Project or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund.

03. FINANCIAL CONDITIONS

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;

b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, and the USFR purchasing guidelines;

c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;

d. Compliance with any applicable federal, state and local health or safety requirements;

e. Compliance with any applicable School Facilities Division Performance Specifications;

f. The SFD will require Design Scope Development meetings with the selected designer before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;

g. Professional services deliverables will be submitted to the SFD via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.

h. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S.§ 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection 8. of these Terms and Conditions.

i. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the SFD as necessary to perform its duties. The District will cooperate with the SFD or the Auditor General or any of their authorized representatives when audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the SFD if any unforeseen conditions arise during project implementation. The SFD will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from the Division to proceed. The Change Order is not considered executed until signed by the SFD. The Change Order will also indicate any changes to the contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. §41-5701.02.I.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the SFD approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

If the District intends to supplement the Project or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT

To the extent allowed by law, if the District has contributed local funds to pay for an upgrade of the Project beyond that required by the minimum school facilities guidelines; any increase in the cost of a future repair or replacement shall be paid for proportionally according to the original cost

sharing.

04. REPORTING REQUIREMENTS

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the SFD and/or the District to audit the contract.

4.1 PUBLIC RECORD

Any application, report or plan, including school designs or architectural drawings relating to the funded Project in the possession of the District or its agents or designees is deemed a public record as defined by Arizona law.

4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District shall maintain records for five years following the completion of the project, which show:

a. The amounts received from the Fund;

b. How the District spent the monies received from the Fund;

c. The total cost of the project and each phase grant;

d. The share of the total cost provided from other sources;

e. A list of all change orders that were approved and denied for each phase grant.

05. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds. Projects as a result of weather-related or other insurable incidences shall be initiated by an insurance claim and partnerships reported.

06. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of

these Terms and Conditions.

07. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project or phase grant, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

08. APPEALABLE AGENCY ACTION

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

8.1 RESOLUTION OF DISPUTES

The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

09. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2023-01. However, Tribal Nations are exempt from the definition of employer for both Federal and State Civil Rights Act.

10. TERMINATION

Each party shall have the right to terminate this Agreement by notifying the other party in writing of the termination at least thirty (30) days prior to the effective date of said termination. If the Agreement is terminated by the – SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

11. ASSIGNMENT AND DELEGATION

Neither party may assign any rights hereunder without the express, prior written consent of both parties.

12. CANCELLATION FOR CONFLICT OF INTEREST

The parties acknowledge that these Terms and Conditions are subject to the cancellation provisions set forth in A.R.S. §38-511.

13. ENTIRE AGREEMENT

These Terms and Conditions contain the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. Any amendment or modification of these Terms and Conditions shall be consistent with Section 1 of these Terms and Conditions.

14. APPLICABLE LAW

These Terms and Conditions shall be governed and interpreted by the laws of the State of Arizona.

15. THIRD-PARTY ANTITRUST VIOLATIONS

The District assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of these Terms and Conditions.

16. PROGRAM REVIEW AND SITE VISITS

The SFD has the right to make site visits at reasonable intervals for purposes of review of Project accomplishments and management control systems and to provide technical assistance, if required. The District will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the SFD in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

17. RIGHTS IN DATA, RIGHT TO USE, DUPLICATE AND DISCLOSE

The SFD may duplicate, use, and disclose in any manner and for any purpose whatsoever, within

the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

The District agrees that any negotiations, agreements, and/or contracts between the District and Architect(s) for the design of the Project shall provide that the SFD retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

a) To acknowledge Architects and their school designs successfully funded by the Board;

b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential or proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Contract, the District warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The District shall obtain statements from its contractors and its subcontractors certifying compliance and shall furnish the statements to the Board upon request. These warranties shall remain in effect through the term of the Terms and Conditions. The District and its contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any of the District's contractors or subcontractors performing work under these Terms and Conditions. Should the State suspect or find that the District or its contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Terms and Conditions for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401

19.1 WARRANT COMPLIANCE

The District's contractors must warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214(A). (That subsection reads: After December 31, 2007, each employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program.)

19.2 BREACH OF WARRANTY

A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.3 FAILURE TO COMPLY

Failure to comply with a SFD audit process to randomly verify the employment of contractors and subcontractors shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.4 INSPECTION

The SFD retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.

The SFD may enter into additional agreements with the District that authorize the District to utilize SFD-funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the SFD an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

The District warrants that its contractors are not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

22. FLOW-DOWN REQUIREMENTS

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

23. CERTIFICATION / AUTHORIZATION

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent and the CFO/Business Manager of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized

to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

BRG Project Number: BRG-006853

Governing Board President (signature)	Date
Scott K. Baker PH.D.	Amphitheater Unified District
Name (printed/typed)	School District
Superintendent (signature)	Date
Todd A. Jaeger, J.D.	
Name (printed/typed)	
CFO/Business Manager (signature)	Date
Scott Little	
Name (printed/typed)	

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008
Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022, April 5, 2023, November 6, 2024

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

School District: Amphitheater Unified District

School: Helen Keeling Elementary School

BRG Project Number: BRG-006623

Project Title: KEL - Fire Alarm System Monitoring POTS to Cellular Conversion - SF1092

01. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §41-5731, §41-5701, and §41-5702.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §41-5731, A.A.C. Title 7 section R7-1-101 through R7-6-276, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

02. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5731.

2.1 ABANDONMENT OF THE PROJECT

A Project or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund.

03. FINANCIAL CONDITIONS

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;

b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, and the USFR purchasing guidelines;

c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;

d. Compliance with any applicable federal, state and local health or safety requirements;

e. Compliance with any applicable School Facilities Division Performance Specifications;

f. The SFD will require Design Scope Development meetings with the selected designer before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;

g. Professional services deliverables will be submitted to the SFD via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.

h. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S.§ 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection 8. of these Terms and Conditions.

i. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the SFD as necessary to perform its duties. The District will cooperate with the SFD or the Auditor General or any of their authorized representatives when audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the SFD if any unforeseen conditions arise during project implementation. The SFD will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from the Division to proceed. The Change Order is not considered executed until signed by the SFD. The Change Order will also indicate any changes to the contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. §41-5701.02.I.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the SFD approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

If the District intends to supplement the Project or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT

To the extent allowed by law, if the District has contributed local funds to pay for an upgrade of the Project beyond that required by the minimum school facilities guidelines; any increase in the cost of a future repair or replacement shall be paid for proportionally according to the original cost

sharing.

04. REPORTING REQUIREMENTS

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the SFD and/or the District to audit the contract.

4.1 PUBLIC RECORD

Any application, report or plan, including school designs or architectural drawings relating to the funded Project in the possession of the District or its agents or designees is deemed a public record as defined by Arizona law.

4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District shall maintain records for five years following the completion of the project, which show:

a. The amounts received from the Fund;

b. How the District spent the monies received from the Fund;

c. The total cost of the project and each phase grant;

d. The share of the total cost provided from other sources;

e. A list of all change orders that were approved and denied for each phase grant.

05. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds. Projects as a result of weather-related or other insurable incidences shall be initiated by an insurance claim and partnerships reported.

06. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of

these Terms and Conditions.

07. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project or phase grant, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

08. APPEALABLE AGENCY ACTION

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

8.1 RESOLUTION OF DISPUTES

The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

09. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2023-01. However, Tribal Nations are exempt from the definition of employer for both Federal and State Civil Rights Act.

10. TERMINATION

Each party shall have the right to terminate this Agreement by notifying the other party in writing of the termination at least thirty (30) days prior to the effective date of said termination. If the Agreement is terminated by the – SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

11. ASSIGNMENT AND DELEGATION

Neither party may assign any rights hereunder without the express, prior written consent of both parties.

12. CANCELLATION FOR CONFLICT OF INTEREST

The parties acknowledge that these Terms and Conditions are subject to the cancellation provisions set forth in A.R.S. §38-511.

13. ENTIRE AGREEMENT

These Terms and Conditions contain the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. Any amendment or modification of these Terms and Conditions shall be consistent with Section 1 of these Terms and Conditions.

14. APPLICABLE LAW

These Terms and Conditions shall be governed and interpreted by the laws of the State of Arizona.

15. THIRD-PARTY ANTITRUST VIOLATIONS

The District assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of these Terms and Conditions.

16. PROGRAM REVIEW AND SITE VISITS

The SFD has the right to make site visits at reasonable intervals for purposes of review of Project accomplishments and management control systems and to provide technical assistance, if required. The District will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the SFD in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

17. RIGHTS IN DATA, RIGHT TO USE, DUPLICATE AND DISCLOSE

The SFD may duplicate, use, and disclose in any manner and for any purpose whatsoever, within

the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

The District agrees that any negotiations, agreements, and/or contracts between the District and Architect(s) for the design of the Project shall provide that the SFD retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

a) To acknowledge Architects and their school designs successfully funded by the Board;

b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential or proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Contract, the District warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The District shall obtain statements from its contractors and its subcontractors certifying compliance and shall furnish the statements to the Board upon request. These warranties shall remain in effect through the term of the Terms and Conditions. The District and its contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any of the District's contractors or subcontractors performing work under these Terms and Conditions. Should the State suspect or find that the District or its contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Terms and Conditions for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401

19.1 WARRANT COMPLIANCE

The District's contractors must warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214(A). (That subsection reads: After December 31, 2007, each employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program.)

19.2 BREACH OF WARRANTY

A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.3 FAILURE TO COMPLY

Failure to comply with a SFD audit process to randomly verify the employment of contractors and subcontractors shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.4 INSPECTION

The SFD retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.

The SFD may enter into additional agreements with the District that authorize the District to utilize SFD-funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the SFD an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

The District warrants that its contractors are not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

22. FLOW-DOWN REQUIREMENTS

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

23. CERTIFICATION / AUTHORIZATION

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent and the CFO/Business Manager of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized

to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

BRG Project Number: BRG-006623

Governing Board President (signature)	Date
Scott K. Baker PH.D.	Amphitheater Unified District
Name (printed/typed)	School District
Superintendent (signature)	Date
Todd A. Jaeger, J.D.	
Name (printed/typed)	
CFO/Business Manager (signature)	Date
Scott Little	
Name (printed/typed)	

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **December 10, 2024**

TITLE: **Approval of Intergovernmental Agreement with Pima County for Coronado K-8 Sports Field Lighting Utility Assistance**

BACKGROUND:

In 1998, the District and Pima County entered into an Intergovernmental Agreement (1998 IGA) for the design and construction of athletic field lighting at Coronado K-8 School with Pima County being responsible for the electric utility and maintenance expenses for the operation of the athletic field lighting. The 1998 IGA expires on February 13, 2025, when the District will assume the responsibility of electric utility and maintenance expenses for the operation of the athletic field lighting.

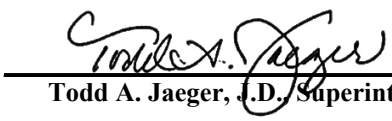
Pima County is interested in continuing to assist the District with electric utility expenses for the operation of athletic field lighting at Coronado K-8 School. Pima County will provide the District a not to exceed amount of $15,000 per year to offset the electric utility expense for a ten-year period with a maximum payment of not to exceed $150,000 as detailed in the attached Intergovernmental Agreement for Coronado K-8 School Utility Assistance.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve the Intergovernmental Agreement for Coronado K-8 School Utility Assistance with Pima County and authorize the Superintendent to sign the Agreement.

INITIATED BY:

Richard C. La Nasa, Executive Manager, Operational Support **Date: December 3, 2024**



Todd A. Jaeger, J.D., Superintendent

Intergovernmental Agreement
between
Pima County and Amphitheater Unified School District No. 10
for
Coronado K-8 School Utility Assistance

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

1. **Background**.

1.1. County and District may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq.*

1.2. District is authorized by A.R.S. § 15-342(13) to enter into intergovernmental agreements and contracts with other governing bodies as provided in A.R.S. § 11-952.

1.3. County is authorized by A.R.S. § 15-364(B) to expend public monies and enter into agreements with District for the construction, development, cooperative maintenance, operation, and use of parks and other recreational facilities on properties used for school purposes.

1.4. District is authorized by A.R.S. § 15-364(A) to enter into agreements with County providing for the construction, development, cooperative maintenance, operation, and use of parks and other recreational facilities on properties used for school purposes and under the control of District. District may expend public monies for the construction and development of such parks or recreational facilities in cooperation with County.

1.5. In December 1998, County and District entered into an intergovernmental agreement (**"1998 IGA"**) for the design and construction of athletic field lighting at Coronado Middle School. The County expended the bond funds in accordance with the May 20, 1997 Special Bond Election on construction of previously specified recreational facilities at Coronado K-8 School. The construction was completed on February 14, 2000, County has conveyed ownership of those facilities to District, and the 25-year County maintenance period of the 1998 IGA expires on February 13, 2025.

1.6. County is interested in continuing to assist District solely with expenses associated with the sports lighting system utility expense for existing athletic fields located at Coronado K-8 School ("Sports Lighting System") consistent with A.R.S. § 15-364(B).

2. **Purpose**. The purpose of this IGA is to set forth the responsibilities of the parties for the Sports Lighting System.

2.1. **County Responsibilities**.

2.1.1. County will provide District a not to exceed (NTE) amount of $15,000 per year to offset ballfield lighting utility expenses for the Sports Lighting System.

2.1.2. District will invoice County on a monthly basis. County must receive invoices no more than 30 days after the end of the billing period in which District delivered the invoiced services to County. County may refuse to pay for any service for which District does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any service invoiced more than 6-months late.

2.2. **District Responsibilities**.

2.2.1. District will maintain and operate the Sports Lighting System.

2.2.2. District will invoice County monthly for utility expenses incurred in District's operation of the Sports Lighting System.

2.2.3. District will include a reconciliation that shows current invoice amount and a year-to-date utility expense total for purposes of adhering to the NTE amount of $15,000 per year.

2.2.4. District will include copies of all paid electric utility invoices as supporting documentation.

2.2.5. District shall repair and maintain all lights and power poles.

3. **Payment.** County will pay a not to exceed amount of $15,000 per year to offset utility expenses associated with ballfield lighting. County's maximum payment for the duration of the IGA will not exceed $150,000.

4. **Term**. This IGA will commence on February 14, 2025 and will continue for a period of ten (10) years unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.

5. **Disposal of Property**. Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.

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

7. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

7.1. Commercial General Liability in the amount of $2,000,000.00 combined single limit Bodily Injury and Property Damage.

7.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of $2,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage.

7.3. If required by law, workers' compensation coverage including employees' liability coverage.

7.4. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.

7.5. The above requirement may be alternatively met through a self-insurance program under to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11-952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this Section.

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

9. **Non-Discrimination**. The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

10. **ADA**. The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

11. **Conflict of Interest**. This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

12. **Non-Appropriation.** Not withstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Amphitheater Unified School District No. 10 Governing Board does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.

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

14. **No Joint Venture**. It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other

liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

15. **No Third-Party Beneficiaries**. Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

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

County:	**District:**
Victor Pereira Parks and Recreation Director 3500 W. River Road Tucson, AZ 85741	Todd A. Jaeger, J.D. Amphitheater Unified School District 701 W. Wetmore Road Tucson, AZ 85704

17. **Amendment**. This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.

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

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

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

21. **Effective Date**. This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY	AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10
Adelita S. Grijalva, Chair Board of Supervisors	Todd A. Jaeger, Superintendent Amphitheater Unified School District
Date	Date
ATTEST	ATTEST
Melissa Manriquez Clerk of the Board	Jennifer Anderson Executive Assistant to the Superintendent & Governing Board

Approval

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

VICTOR M. PEREIRA

Digitally signed by VICTOR M. PEREIRA
DN: cn=VICTOR M. PEREIRA, o=PIMA COUNTY, ou=PARKS AND RECREATION, email=VICTOR.PEREIRA2@PIMA.GOV, c=US
Date: 2024.12.02 13:52:31 -07'00'

Victor Pereira, Parks and Recreation Director

Intergovernmental Agreement Determination

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

PIMA COUNTY:	District
Bobby Yu, Deputy County Attorney	Lisa Anne Smith, Attorney for District

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **December 10, 2024**

TITLE: **Approval of Revised District Calendar for School Year 2025-2026**

BACKGROUND:

Amphitheater Unified School District reviews and approves calendars two school years in advance for the benefit of its parents, students, and staff. Consistent with this, the District reviewed and approved its calendar for School Year 2025-2026 during the 2023-2024 school year. The published calendar was incorrect. Administration has since learned that the 2026 Rodeo parade is being held one week later on February 26, 2024. Therefore, the revised school year calendar for School Year 2025-2026 is being presented to the Governing Board to adjust the Rodeo Break.

RECOMMENDATION:

This item is presented for the Board's approval, which the Administration recommends.

INITIATED BY: **Date: December 2, 2024**

Todd A. Jaeger, J.D., Superintendent

AMPHITHEATER PUBLIC SCHOOLS CALENDAR
2025-2026 SCHOOL YEAR

July '25

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August '25

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September '25

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October '25

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November '25

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December '25

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January '26

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February '26

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	~~19~~	~~20~~	21
22	23	24	25	26	27	28

March '26

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April '26

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May '26

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June '26

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

School Holidays	
September 1	Labor Day
October 6 - 10	Fall Break
November 11	Veterans Day
November 26 - 28	Thanksgiving
Dec 22 - Jan 2	Winter Break
January 19	Martin Luther King Day
February 26 - 27	Rodeo Break
March 16 - 20	Spring Break

- School Days
- School Holidays (District offices open)
- District Holidays
- Teacher Planning Day
- All/Returning Teachers Planning Days
- New Teacher Planning Days

Grading Periods			
1st	Aug 6 - Oct 3	42	days
2nd	Oct 13 - Dec 18	45	days
3rd	Jan 5 - Mar 13	47	days
4th	Mar 23 - May 20	43	days
	Total	177	days

Important Dates for Staff	
July 4	Independence Day
July 28	New Teachers First Day
July 31	Returning Teachers First Day
Dec 24-26, Jan 1-2	Winter Holidays
March 18 - 20	Spring Break
May 25	Memorial Day

REVISION Board Approval

*Instructional time equivalent to 180 days

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: December 10, 2024

TITLE: Approval of 2025-2026 Governing Board Meeting Schedule

BACKGROUND:

Meeting dates of the Amphitheater Governing Board are typically held the second and fourth Tuesday of each month during the regular school year, except when a holiday precludes the District from doing so. These meetings include regular and special meetings as noted on the attachment. The 2025-2026 Governing Board meeting schedule for the Amphitheater School District is presented to the Board for approval.

RECOMMENDATION:

The Administration recommends that the 2025-2026 meeting schedule for the Amphitheater Governing Board be approved as presented.

INITIATED BY:

Jen Anderson

Jen Anderson, **Date: November 26, 2024**
Executive Assistant to the Superintendent and Governing Board

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

Amphitheater Governing Board
2025-2026 Meeting Schedule

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

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

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

2025-2026	TYPE OF MEETING
Tuesday, July 8, 2025	**Regular Public Meeting**
Tuesday, July 22, 2025	Special Public Meeting
Tuesday, August 12, 2025	**Regular Public Meeting**
Tuesday, August 26, 2025	Special Public Meeting
Tuesday, September 9, 2025	**Regular Public Meeting**
Tuesday, September 23, 2025	Special Public Meeting
Tuesday, October 14, 2025	**Regular Public Meeting**
Tuesday, October 28, 2025	Special Public Meeting
Tuesday, November 18, 2025 *	**Regular Public Meeting**
Tuesday, December 9, 2025 *	**Regular Public Meeting**
Tuesday, January 13, 2026	**Organizational Public Meeting**
Tuesday, January 27, 2026	Special Public Meeting
Tuesday, February 10, 2026	**Regular Public Meeting**
Tuesday, February 17, 2026	Special Public Meeting
Tuesday, March 10, 2026	**Regular Public Meeting**
Tuesday, March 24, 2026	Special Public Meeting
Tuesday, April 14, 2026	**Regular Public Meeting**
Tuesday, April 28, 2026	Special Public Meeting
Tuesday, May 12, 2026	**Regular Public Meeting**
Tuesday, May 26, 2026	Special Public Meeting
Tuesday, June 9, 2026	**Regular Public Meeting**
Tuesday, June 23, 2026	Special Public Meeting

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

For Governing Board approval 12-10-2024

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: December 10, 2024

TITLE: Approval of Out of State Travel

BACKGROUND:

STAFF

Yemen Bernal requests permission to attend School Social Work Association of America Conference on April 9-12, 2025 in Atlanta, Georgia. Approximate cost of travel is $1,517.89 and will be paid using Title IV funds. Three school days will be missed, and no substitute is required.

Todd Jaeger requests permission to attend AASA National Conference on Education on March 5-9, 2025 in New Orleans, Louisianna. Approximate cost of travel is $3,783.00 and will be paid using Maintenance and Operations funds. Three school days will be missed.

Tassi Call, Matt Munger, Elizabeth Jacome, and Julie Valenzuela request permission to attend AVID Summer Institute on June 15-18, 2025 in San Diego, California. Approximate cost of travel is $9,624.00 and will be paid using Title II funds. No school days will be missed.

Tassi Call, Stephanie Hayes, Stephanie Hillig, Samantha Doyle, Matthew Munger, Tara Bulleigh, David Humphreys, and Chris Gutierrez request permission to attend National Association of Elementary/Secondary School Principal Conference on July 10-13, 2025 in Seattle, Washington. Approximate cost of travel is $23,079.30 and will be paid using Title II funds. No school days will be missed, and no substitutes are required.

STUDENTS

Stephanie Hayes, Lindsay Wong, Ashley Dallman, Sarah Nystedt, Susie Herman, Casey Alexander, Angela Sieminski, Beth Shelton, James Blankenship, Lisa a Silva, Gail Roth, Elyssa Edwards, Kayla Moyle, Yvette Allen, Kelli Parks, Laurence Ruhf, Amanda de Bruin, Briana Rodriguez, and Melissa Crawley request permission to take 76 5th and 6th grade Harelson students to San Diego, California on April 23-25, 2025 for an Oceanography Science Trip. Approximate cost of travel is $43,320.00 and will be paid using Auxiliary and Tax Credit funds. Three school days will be missed, and no substitutes are required.

Ammie Cooper, Clair Peterson, and Lizette Portillo request permission to take 15 Ironwood Ridge Pomline students to Dance Team Union National Dance Competition on February 12-18, 2025 in Orlando, Florida. Approximate cost of travel is $26,403.00 and will be paid using Student Activities and Tax Credit funds. Five school days will be missed, and no substitutes are required.

Veronica Soto and Keara McCombs request permission to take 18 Canyon del Oro Stunt and Cheer students to USA Nationals Competition on February 13-17 2025 in Garden Grove, California. Approximate cost of travel is $12,410.00 and will be paid using Student Activities funds. Three school days will be missed, and no substitutes are required.

Nikki Sevinsky and Sheila Sevinsky request permission to take 15 Canyon del Oro Varsity Pomline students to National Dance Team Championship on January 30-February 3, 2025 in Orlando, Florida. Approximate cost of travel is $30,449.90 and will be paid using Student Activities, and Tax Credit funds. Three school days will be missed, and no substitutes are required.

BUDGET CODE KEY		
160.25.162.2210.6582.510.0000	Title IV	Improvement of Instruction, Employee Travel, Office of Learning and Instruction
001.00.100.2320.6360.501.0000	M & O	Employee Training, Superintendent
001.00.100.2320.6582.501.0000	M & O	Non-Instructional Training, Employee Travel, Superintendent
001.00.100.2310.6582.501.0000	M & O	Governing Board, Employee Travel, Superintendent
140.25.100.2579.6360.510.0000	Title II	Non-Instructional Training, Employee Training, Office of Learning and Instruction
140.25.100.2579.6582.510.0000	Title II	Non-Instructional Training, Employee Travel, Office of Learning and Instruction
140.25.100.2410.6360.510.0000	Title II	Office of Principal, Employee Training, Office of Learning and Instruction
140.25.100.2410.6582.510.0000	Title II	Office of Principal, Employee Travel, Office of Learning and Instruction
525.00.100.1001.6892.107.0000	Auxiliary	Classroom Instruction, Student Expenses, Harelson
526.00.100.1001.6892.107.0000	Tax Credit	Classroom Instruction, Student Expenses, Harelson
525.00.410.2710.6519.107.0000	Auxiliary	Student Transportation, Student Travel, Harelson
526.00.410.2710.6519.107.0000	Tax Credit	Student Transportation, Student Travel, Harelson
525.00.100.2190.6892.107.0000	Auxiliary	Other Student Support Services, Student Expenses, Harelson
526.00.100.2190.6892.107.0000	Tax Credit	Other Student Support Services, Student Expenses, Harelson
850.00.410.2710.6519.280.0000	Student Activities	Student Transportation, Student Travel, IRHS
526.00.410.2710.6519.280.0000	Tax Credit	Student Transportation, Student Travel, IRHS
850.00.610.2190.6892.280.0000	Student Activities	Other Student Support Services, Student Expenses, IRHS
526.00.610.2190.6892.280.0000	Tax Credit	Other Student Support Services, Student Expenses, IRHS
850.00.610.1001.6892.282.0000	Student Activities	Classroom Instruction, Student Expenses, CDO
850.00.610.2190.6892.282.0000	Student Activities	Other Student Support Services, Student Expenses, CDO
526.00.610.2710.6519.282.0000	Tax Credit	Student Transportation, Student Travel, CDO

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

INITIATED BY:

Matthew Munger **Date: December 9, 2024**
Associate Superintendent for Secondary Education

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): **Yemen Bernal** _____ SCHOOL: **District Offices**

_____ _____ Department (opt.): **Student Services**

_____ _____ DATE(S): **April 9-12, 2025**

ACTIVITY/EVENT: **School Social Work Association of America (SSWAA)**

LOCATION: **Atlanta, GA**

ABSENCE: # Days **4** Sub Required: ☒Yes ☐No # of School Days Missed **3**

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROXIMATE COST		BUDGET CODE/DESCRIPTION (Note: Tax credit contributions are District funds and require a budget code.)
Registration	**$0**		**Paid for by the State**
Transportation	**$620.00**	Mode **Air**	**160-25-162-2210-6582-510-0000**
Rental Car	_____		_____
Meals	**$185.00**		**160-25-162-2210-6582-510-0000**
Lodging	**$712.89**		**160-25-162-2210-6582-510-0000**
Substitutes	_____		_____
TOTAL	**$1,517.89**		

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

Purpose of travel: **To attend the School Social Work Association of America Conference (SSWAA)**

Outcomes and academic benefits to students and staff: **Attendance at this conference will greatly benefit my professional growth and development, thus positively impacting the services provided to our students and families.**

Submitted by: _____ _____
Signature Date

_____ _____
Principal/Supervisor Date

_____ 11-20-24
Associate Superintendent/Superintendent Date

rev. 9/21/05

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): **Tassi Call** **Matt Munger** SCHOOL: **District Offices**
Elizabeth Jacome **Julie Valenzuela** Department (opt.): **Office of Learning & Instruction**
DATE(S): **June 15-18, 2025**

ACTIVITY/EVENT: **AVID 2025 Summer Institute**

LOCATION: **San Diego, California**

ABSENCE: # Days **4** Sub Required: ☐Yes ☒No # of School Days Missed **0**

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROXIMATE COST		BUDGET CODE/DESCRIPTION (Note: Tax credit contributions are District funds and require a budget code.)
Registration	**$4,200.00**		**140.25.100.2579.6360.510.0000**
Transportation	**$1,768.00**	Mode **air**	**140.25.100.2579.6582.510.0000**
Rental Car	____		____
Meals	**$ 896.00**		**140.25.100.2579.6582.510.0000**
Lodging	**$2,760.00**		**140.25.100.2579.6582.510.0000**
Substitutes	____		____
TOTAL	**$9,624.00**		

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 participate in AVID Summer Institute professional development.**
Outcomes and academic benefits to students and staff: **Participants will strengthen their understanding of AVID implementation and learn valuable best practice strategies to ensure rigourous implementation toward AVID district-wide.**

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

☒ Academic Content	☐ Caring	☐ Citizenship
☒ Collaboration	☐ Communication	☒ Creative Thinking
☒ Critical Thinking	☒ Problem-Solving	

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

Submitted by: Mary Thatcher 11/26/24
Signature Date

Principal/Supervisor Date

Tassi Call 11/26/24
Associate Superintendent/Superintendent Date

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): **Tassi Call Stephanie Hayes Stephanie Hillig** SCHOOL: **District Offices**

Sam Doyle Matt Munger Department (opt.): **Office Of Learning & Instruction**

Tara Bulleigh David Humphreys DATE(S): **July 10-13, 2025**

Chris Gutierrez

ACTIVITY/EVENT: **NAESP - National Association of Elementary School Principals and NASSP – National Association of Secondary School Principals**

LOCATION: **Seattle, WA**

ABSENCE: # Days **4** Sub Required: ☐Yes ☒No # of School Days Missed **0**

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROXIMATE COST		BUDGET CODE/DESCRIPTION (Note: Tax credit contributions are District funds and require a budget code.)
Registration	**$6,786.00**		**140-25-100-2410-6360-510-0000**
	$2,262.00		**140-25-100-2579-6360-510-0000**
Transportation	**$5,106.00**	Mode **air**	**140-25-100-2410-6582-510-0000**
	$1,701.00		**140-25-100-2570-6582-510-0000**
Rental Car	____		____
Meals	**$1,449.00**		**140-25-100-2410-6582-510-0000**
	$483.00		**140-25-100-2570-6582-510-0000**
Lodging	**$3,175.38**		**140-25-100-2410-6582-510-0000**
	$2,116.92		**140-25-100-2570-6582-510-0000**
Substitutes	____		
TOTAL	**$23,079.30**		

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

Purpose of travel: **To attend the NAESP - National Association of Elementary School Principals and NASSP – National Association of Secondary School Principals.**

Outcomes and academic benefits to students and staff: **Elementary and secondary principals will hear nationally known speakers. They will attend sessions on improving elementary and secondary schools and establishing programs to increase student learning.**

Submitted by: Tassi Call 12/6/24
Signature Date

Principal/Supervisor ____
Date

Associate Superintendent/Superintendent 12/6/2024
Date

AMPHITHEATER PUBLIC SCHOOLS
STAFF/STUDENT TRAVEL REQUEST
Attach Supporting Documentation as Needed
Original Submission

SCHOOL: **Winifred Harelson Elementary**

ESTIMATED NUMBER OF STUDENTS: **76**

NAME OF SCHOOL GROUP/CLUB/ENTITY: **5th and 6th Grades**

STAFF ADVISOR(S)/CHAPERONES: **Stephanie Hayes, Lindsay Wong, Ashley Dallman, Sarah Nystedt, Susie Herman, Casey Alexander, Angela Sieminski, Beth Shelton, James Blankenship, Lisa Da Silva, Gail Roth, Elyssa Edwards, Kayla Moyle, Yvette Allen, Kelli Parks, Laurence Ruhf, Amanda de Bruin, Briana Ridriguez, Melissa Crawley**

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

ACTIVITY / PURPOSE OF TRAVEL: **5th & 6th Grade San Diego Oceanography Science Trip**

DESTINATION OF TRAVEL: **San Diego, CA**

DATES OF TRAVEL: **Wednesday, April 23, 2025 - Friday, April 25, 2025**

ACADEMIC BENEFITS TO STUDENTS: **The students will gain hands-on knowledge about oceanography including the following: the composition, properties, and structures of the ocean's layers and zones, the effects that bodies of water have on the climate of a region, the ways scientists explore the Earth's atmosphere and bodies of water. Students will also learn about the ocean biome and participate in the scientific classification of sea life, as well as participate in the dissection of fish. Students will participate in competitions and complete Student Field Guides throughout.**

Arizona State Standards Addressed:

- **5.L3U1.10 Construct an explanation based on evidence that the changes in an environment can affect the development of the traits in a population of organisms.**
- **5.L4U3.11 Obtain, evaluate, and communicate evidence about how natural and human-caused changes to habitats or climate can impact populations.**
- **5.L4U3.12 Construct an argument based on evidence that inherited characteristics can be affected by behavior and/or environmental conditions.**
- **5.E2U1.7 Develop, revise, and use models based on evidence to construct explanations about the movement of the Earth and Moon within our solar system.**

Learning Objectives:

- **Students will classify and describe the different ocean zones (e.g., Sunlight, Twilight, Midnight, Abyssal) and the types of marine life adapted to live in each zone, explaining how environmental changes affect traits in these populations (5.L3U1.10).**
- **Students will learn how gravitational forces from the Moon and Sun influence ocean tides and explain the interconnectedness of Earth's movements with marine ecosystems (5.E2U1.7).**

- **Students will investigate the physical and behavioral adaptations of marine animals, examining how predator-prey relationships, competition, light availability, water temperature, and pressure shape these adaptations (5.L3U1.10, 5.L4U3.11).**
- **Students will evaluate how natural and human-caused changes, such as climate change and pollution, impact marine habitats and populations. They will propose strategies to reduce human impacts and conserve marine ecosystems (5.L4U3.11).**
- **Students will compare the ecosystems of kelp forests, tide pools, and the open ocean, identifying traits and adaptations that organisms develop to survive in these diverse habitats (5.L3U1.10).**
- **Students will understand how inherited traits and environmental factors, such as habitat changes, influence the survival and behavior of marine species (5.L4U3.12).**

IDENTIFY WHICH CHARACTERISTICS OF THE PORTRAIT OF GRADUATE ARE SPECIFICALLY RELATED TO THIS EVENT.

X Academic Content
X Caring
X Citizenship
X Collaboration
X Communication
X Creative Thinking
X Critical Thinking
X Problem-Solving

PROPOSED METHOD OF TRANSPORTATION:

Transportation approval:
Other **Chartered buses through Project Exploration**

Are expenses paid from any of the following accounts? Auxiliary ✓ Tax Credits ✓
Club Funds_Parent Organization __

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES

APPROX. COST BUDGET CODE

Based on an estimated 76 passengers

Registration **$16,720**	**525/526-00-100-1001-6892-107-0000**
Transportation **$12,160**	**525/526-00-410-2790-6519-107-0000**
Meals **$2,584**	**525/526-00-100-2190-6892-107-0000**
Lodging **$11,856**	**525/526-00-100-2190-6892-107-0000**
Substitutes **$0**	
TOTAL $43,320	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? **No**
IF SO, SOURCE & AMOUNTS:
* PO must be submitted and approved ***prior*** to travel to qualify for reimbursement.

HOW ARE CHAPERONE EXPENSES PAID? **Chaperones are responsible for their own fees and pay the same price as students.**

COST TO EACH STUDENT **$570**

HOW IS TRAVEL MADE AVAILABLE TO ALL STUDENTS (LOW FAMILY INCOME PROVISIONS)? **Parent fee waivers can be made available through tax credit designations to this trip. This field trip is optional and ungraded.**

FUNDING SOURCE(S): **Parent payments and tax credits**

FUNDRAISING ACTIVITIES PLANNED (If applicable):
None

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

SUBMITTED BY: Lindsay T. Wong
Signature Date

APPROVED BY: Stephanie Hayes
Principal/Supervisor Date

Associate Superintendent/Superintendent Date

rev. 6.1.2022

AMPHITHEATER PUBLIC SCHOOLS
STAFF/STUDENT TRAVEL REQUEST
Attach supporting documentation as needed
ORIGINAL SUBMISSION
THIS FORM SHOULD BE USED FOR ALL TRAVEL EXCEPT THAT TRAVEL WITHIN PIMA COUNTY OR A.I.A. SANCTIONED EVENT TRAVEL

SCHOOL: Ironwood Ridge High School

ESTIMATED NUMBER OF STUDENTS: 15

NAME OF SCHOOL GROUP/CLUB/ENTITY: **IRHS Pomline**

STAFF ADVISOR(S)/CHAPERONES: **3 Ammie Cooper, Claire Peterson and Lizette Portillo**

ABSENCE: # Days 7 Sub Required: ☐ Yes X No # of School Days Missed 5

ACTIVITY / EVENT / PURPOSE OF TRAVEL: **Dance Team Union Nationals Dance Competition**

DESTINATION OF TRAVEL: **Orlando, FL**

DATES OF TRAVEL: **February 12-18, 2025**

ACADEMIC BENEFITS TO STUDENTS: **College Recruitment, Exposure and Scholarship**

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

☐	Caring	☐	Citizenship	X	Collaboration
X	Communication	X	Creative Thinking	X	Critical Thinking
☐	Problem-Solving	X	Scholarship		

PROPOSED METHOD OF TRANSPORTATION:
☐ District-owned vehicles
Transportation approval: _____
X Other **Southwest Airlines**

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration	$7,805	Paid by Booters and self-pay
Transportation	$9,300	850/526.00.410.2710.6519.280.0000
Meals	$3,500	Paid by Boosters and self-pay
Lodging	$5,795	850/526.00.610.2190.6892.280.0000
Substitutes	0	———
TOTAL	**$26,403.00**	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? **0**
IF SO, SOURCE & AMOUNTS: **0**
* PO must be submitted and approved ***prior*** to travel to qualify for reimbursement.

HOW ARE CHAPERONE EXPENSES PAID? **Chaperones are the three Pomline Coaches: Head Coach, Assistant Coach and Volunteer Coach- all approved by Amphi. Boosters/ Out of pocket Coaches Pocket**

COST TO EACH STUDENT $1,561.00

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? **Boosters Fundraisers, Tax Dollars**

FUNDING SOURCE(S): **Boosters Fundraisers, Tax Dollars**

FUNDRAISING ACTIVITIES PLANNED (If applicable):
Banner Sponsorship, Victory, Future Pommie Clinic, Gift Card Raffle, Restaurant Dinners, Apparel/Swag Fundraiser

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

SUBMITTED BY: _____ **10/23/24**
Signature Date

APPROVED BY: _____ 10-28-24
Principal/Supervisor Date

_____ 12/5/2024
Associate Superintendent/Superintendent Date

rev. 6.1.2022

AMPHITHEATER PUBLIC SCHOOLS
STAFF/STUDENT TRAVEL REQUEST
Attach supporting documentation as needed
ORIGINAL SUBMISSION
THIS FORM SHOULD BE USED FOR ALL TRAVEL EXCEPT THAT TRAVEL WITHIN PIMA COUNTY OR A.I.A. SANCTIONED EVENT TRAVEL

SCHOOL: **CDO High School**

ESTIMATED NUMBER OF STUDENTS: 18

NAME OF SCHOOL GROUP/CLUB/ENTITY: **CDO Stunt and Cheer**

STAFF ADVISOR(S)/CHAPERONES: **Veronica Soto and Keara McCombs**

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

ACTIVITY / EVENT / PURPOSE OF TRAVEL: **USA Nationals Competition**

DESTINATION OF TRAVEL: **Hampton Inn by Hilton, 11747 Harbor Blvd, Garden Grove, CA 92840**

DATES OF TRAVEL: **February 13-17, 2025**

ACADEMIC BENEFITS TO STUDENTS: **Students will have the opportunity to showcase their competition routine on a nationally recognized stage. Providing them opportunities to interact with their teammates, other teams and the experience of a lifetime.**

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

☒ Caring	☒ Citizenship	☒ Collaboration
☒ Communication	☒ Creative Thinking	☒ Critical Thinking
☒ Problem-Solving	☒ Scholarship	

PROPOSED METHOD OF TRANSPORTATION:
☐ District-owned vehicles
Transportation approval: _____
☒ Other **Individual Parent Transportation**

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration	(Disney Tickets) $5500.00 $3210.00	850.00.610.1001.6892.282.0000
Transportation	____	individual parent transportation
Meals	$150-$200.00	850.00.610.2190.6892.282.0000
Lodging	$3500.00	850.00.610.2190.6892.282.0000
Substitutes	____	____
TOTAL	**$12410.00**	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? **NO**
IF SO, SOURCE & AMOUNTS: ____
* PO must be submitted and approved ***prior*** to travel to qualify for reimbursement.

HOW ARE CHAPERONE EXPENSES PAID? **N/A**

COST TO EACH STUDENT $ **est $689.00**

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? **Year round club fundraising since July 2024**

FUNDING SOURCE(S): **Victory Cookie Sale / Victory Textathon / Spirit Clinic / Showcase**

FUNDRAISING ACTIVITIES PLANNED (If applicable):

____

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

SUBMITTED BY: _____ 11/20/24
Signature Date

APPROVED BY: Tara Burch 11/20/24
Principal/Supervisor Date

_____ 12/6/2024
Associate Superintendent/Superintendent Date

rev. 6.1.2022

AMPHITHEATER PUBLIC SCHOOLS
STAFF/STUDENT TRAVEL REQUEST
Attach supporting documentation as needed
ORIGINAL SUBMISSION
THIS FORM SHOULD BE USED FOR ALL TRAVEL EXCEPT THAT TRAVEL WITHIN PIMA COUNTY OR A.I.A. SANCTIONED EVENT TRAVEL

SCHOOL: **CDO**

ESTIMATED NUMBER OF STUDENTS: 15

NAME OF SCHOOL GROUP/CLUB/ENTITY: **CDO Varsity Pomline**

STAFF ADVISOR(S)/CHAPERONES: **Nikki Sevinsky and Sheila Sevinsky**

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

ACTIVITY / EVENT / PURPOSE OF TRAVEL: **National Dance Team Championship**

DESTINATION OF TRAVEL: **Orlando, Florida**

DATES OF TRAVEL: **January 30th, 2025 – February 3rd, 2025**

ACADEMIC BENEFITS TO STUDENTS: **Students will set two individual goals and one team goal prior to competiting. After competiting, students will reflect on their progress towards those goals through a written reflection submitted to the coach. This supports student's written expression, practicing self-evaluation, communication skills, citizenship, and collaboration.**

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

☒ Academic Content	☒ Caring	☒ Citizenship
☒ Collaboration	☒ Communication	☒ Creative Thinking
☒ Critical Thinking	☒ Problem-Solving	

PROPOSED METHOD OF TRANSPORTATION:
☐ District-owned vehicles
Transportation approval: _____
☒ Other **American Airlines / UDA Provided Transportation**

Are expenses paid from any of the following accounts? Auxiliary NO Tax Credits YES Club Funds YES
Parent Organization NO

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration	$4,500	850.00.610.1001.6892.282.0000
Transportation	$10,200	526.00.610.2710.6519.282.0000
Meals	____	____
Lodging	$15,749.90	850.00.610.2190.6892.282.0000
Substitutes	____	____
TOTAL	**$30,449.90**	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? **NO**
IF SO, SOURCE & AMOUNTS: ____
* PO must be submitted and approved ***prior*** to travel to qualify for reimbursement.

HOW ARE CHAPERONE EXPENSES PAID? **Students voted to use Club Account funds to pay for chaperones.**

COST TO EACH STUDENT $ **$1,000**

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? **The CDO Pomline is holding numerous "big ticket" fundraisers throughout the year to raise funds. Our goal is to only have each athlete pay $400 out of pocket. The coach has also requested assistance from the CDO Site Council for airfare. Each athlete is being asked to bring in $600 in Tax Credit donations that will be used for airfare ONLY.**

FUNDING SOURCE(S): **Club Account for Lodging and Registration / Tax Credit for Airfare**

FUNDRAISING ACTIVITIES PLANNED (If applicable):
CDO Football Spirit Clinic, Victory Fundraising Text-a-Thon, Southern Arizona Spiritline Showcase, CDO Basketball Pom Clinic, Tax Credit donations, restaurant nights.

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

SUBMITTED BY: _____ 12/4/24
Signature Date

APPROVED BY: _____ 12/4/24
Principal/Supervisor Date

_____ 12/9/2024
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): **Todd Jaeger** _____ SCHOOL: **District Office**

_____ _____ Department (opt.): **Superintendent's Office**

_____ _____ DATE(S): **3/5/25-3/9/25**

ACTIVITY/EVENT: **AASA National Conference on Education**

LOCATION: **New Orleans, LA**

ABSENCE: # Days **5** Sub Required: ☐Yes ☒No # of School Days Missed **3**

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROXIMATE COST		BUDGET CODE/DESCRIPTION (Note: Tax credit contributions are District funds and require a budget code.)
Registration	**$1345.00**		**001.00.100.2320.6360.501.0000**
Transportation	**$900.00**	Mode: **Air**	**001.00.100.2320.6582.501.0000**
Rental Car	**$350.00**		**001.00.100.2320.6582.501.0000**
Meals	**$288.00**		**001.00.100.2320.6582.501.0000**
Lodging	**$900.00**		**001.00.100.2320.6582.501.0000**
TOTAL	**$3783.00**		

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: **Attend the National Conference on Education**

Outcomes and academic benefits to students and staff: **Attending one of the largest education conferences in the country will enable learning of the latest issues, best practices in public education, and collaboration with superintendents from Pima County and the rest of the country.**

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

☒ Academic Content	☐ Caring	☐ Citizenship
☒ Collaboration	☒ Communication	☐ Creative Thinking
☒ Critical Thinking	☐ Problem-Solving	

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

Submitted by: _____ _____
Signature Date

_____ _____
Principal/Supervisor Date

Todd A. Jaeger 11-26-24
Associate Superintendent/Superintendent Date

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: December 10, 2024

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

1. **Revisions to Governing Board Policy GCK-R (Professional Staff Assignments and Transfers)**
2. **Revisions to Governing Board Policy GCQA (Professional Staff Reduction in Force)**
3. **Revisions to Governing Board Policy GCQA-E (Professional Staff Reduction in Force Profile Form)**
4. **Revisions to Governing Board Policy GCQA-R (Professional Staff Reduction in Force)**

BACKGROUND:

The Meet and Confer committee teams met and conferred regarding policies and employee working conditions in accordance with Policy HD. The teams began with a joint survey of employees to gather input on matters to be discussed during the policy portion of meet and confer. The data was used to identify the specific employment policies and working conditions discussed by the Meet and Confer committee.

The Professional/Certificated Committee recommendations are as follows:

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

1. Revisions to Governing Board Policy GCK-R (Professional Staff Assignments and Transfers)
2. Revisions to Governing Board Policy GCQA (Professional Staff Reduction in Force)
3. Revisions to Governing Board Policy GCQA-E (Professional Staff Reduction in Force Profile Form)
4. Revisions to Governing Board Policy GCQ-R (Professional Staff Reduction in Force)

Their recommendations include:

- Revising Policy GCK-R to remove one of the types of teachers that is considered ineligible for involuntary transfer. The following teacher group has been removed and now is considered eligible for involuntary transfer. "A teacher has been employed by the District for less than two (2) years prior to the effective date of the involuntary transfer" statement was removed.
- Revising Policy GCQA under Guidelines for Implementation that removes the following items that determine a teacher's body of work, "Professional Development and Leadership". All teachers in Amphitheater participate in Professional Development and are considered teacher leaders.
- Revising the Professional Staff Reduction in Force Profile Form for clarity. Updates were made to the previous form dated (2017-2018) due to changes in our Teacher Evaluation Tool and Student Achievement metrics.
- Revising Policy GCQA-R under Personnel Study Based upon Staff Profiles that removes the following items that determine a teacher's criteria, "Professional Development and Leadership". These changes were made for consistency with GCQA.

Copies of these recommendations are attached to this agenda item.

Employee Input on Recommendations
Consistent with Regulation HD-R (Meet and Confer Procedures), the Meet and Confer Committee presented its recommendation to District personnel for approval and comment on Thursday, November 21, 2024. The survey results will be shared during the Board meeting.

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

Finally, appreciation is expressed to Meet and Confer Committee members for their continued work to complete the policy recommendation through the meet and confer process. Those team members are:

Amphi Education Association Professional Staff Team

Colin Cordell
Rebecca Green
Brie Ronnie

District Professional Staff Team

Matt Munger
Chris Trimble
Angela Wichers

Amphi Education Association Staff Team

Linda Lewis
Vanessa Harding
Robert Wacker

District Support Staff Team Support

John Hastings
Richard La Nasa
J.J. Letts

Facilitators
Tassi Call
A.J. Benevidez
Chris Gutierrez

INITIATED BY:

Tassi Call

Tassi Call, Associate Superintendent for Elementary Education K-5 **Date: December 4, 2024**

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

REGULATION

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

Intra-Site Reassignment

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

Voluntary Transfers

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

A. A request for transfer will include authorization of the selection committee to have access to correspondence, evaluations, and any other information contained in the employee's personnel file that may be pertinent to the hiring process.
B. Internal employees applying for a temporary position within the district may do so with a letter of intent. Employees are encouraged to update their resume and/or application.
C. Internal applicants for an open vacancy will submit an updated application when applying for a promotion.
D. Instructional personnel will be eligible for voluntary transfer only once during the school year.
E. A teacher desiring a voluntary transfer to another position(s) for the ensuing school year may submit an internal application, via the district's on-line applicant tracking system, when the specific position(s) of interest has been posted on the district's employment website. Voluntary transfer requests must be submitted by May 15 unless another later deadline is set by Human Resources.
F. The two (2) certificated staff members with the highest District seniority who apply for a voluntary transfer shall be given an opportunity to interview for that position within the timelines established for the interview. Hiring administrators are encouraged to interview additional transfer applicants.

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

G. Each school may have interviewing committees. The composition of these committees will be determined by the principal or the principal's designee. The number of members and composition of the committee shall remain the same for voluntary transfers and outside applicants. To the extent possible, the membership of the committee should remain the same for each specific position.
H. The interview process must be the same for voluntary transfers and outside applicants.
I. After July 1 and prior to the first day of school, positions may be filled either on a short-term or regular contract basis, at the prerogative of the District. After the commencement of the academic year, all positions will be filled on a short-term contract basis, in accordance with District regulation.
J. The school principal will make the recommendation to fill the position to the Superintendent or the Superintendent's designee.
K. A teacher who has requested a voluntary transfer and has not been selected by July 1 may not reapply until the following school year. Between May 15 and June 30, a voluntary transfer can be approved, providing the relinquishing principal agrees to the transfer following a conversation between the relinquishing principal, accepting principal and the teacher.
L. A minimum of the staffing of a new school will be accomplished by teachers who request voluntary transfer.

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

Involuntary Transfers

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

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

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

A. The principal shall call a meeting within one (1) week during the school year or send written notice during the summer to all eligible certificated personnel in the department/school to seek a volunteer who will declare availability for transfer. If an eligible volunteer is found, the transfer will be made.
B. Teachers eligible for involuntary transfer:
    a. To a primary class will be those currently teaching in grades kindergarten (K) through three (3).
    b. To an intermediate class will be those currently teaching in grades four (4) through six (6).
    c. To a subject or department at the middle school level will be those currently teaching in grades six (6) through eight (8) with appropriate certification.

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

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

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

~~2~~1. The teacher is on a remediation plan or disciplinary probation.

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

~~4~~3. The teacher is to be transferred from a position that will be filled by a new hire.

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

a. District
b. School
c. Departments/primary/intermediate.

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

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

designate one (1) individual who will not be considered for involuntary transfer.

G. When the list of eligible teachers is completed, a commission shall be formed consisting of one (1) administrator appointed by the Superintendent or the Superintendent's designee and one (1) teacher selected by the teachers' association. These two (2) individuals will in turn select a third commission member mutually acceptable to them within five (5) working days. Within ten (10) working days after the commission members are determined, they shall meet and render a final determination and shall, during this period, receive information from the teachers, principal, department chairperson (if applicable), and others as they deem appropriate and determine by majority vote if the recommendation shall be carried out.
H. Written notice of involuntary transfer shall be given to the person or persons affected within two (2) weeks of the principal's notification by the director of human resources.
I. The person being transferred shall have the opportunity to meet and discuss the reasons for transfer with the Superintendent or the Superintendent's designee before final action is taken.
J. Whenever a transfer occurs during the school year, the teacher shall be allowed at least ~~two~~ three (~~2~~3) working days relieved of regular duties to complete the transfer.

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

Transfers Directed by the Superintendent

The Superintendent or the Superintendent's designee will consider requests for transfers directed by the Superintendent, compatible with the qualifications criteria less the length-of-service factor, on the

assumption that often a different environment will promote professional growth and increase efficiency.

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

A. Within a ten (10) working day period following the Superintendent's receipt of the request, the Superintendent will gather information from the teacher, principal, department chairpersons (if applicable), the employee's personnel file, and other pertinent sources of information and consider available placement options for the directed transfer. Provided placement options exist, such transfers shall be effected in accordance with District policy.
B. If the recommendation is affirmed, a transfer directed by the Superintendent may be made as recommended. If the recommendation is denied, the information relative to the recommended transfer shall be purged from the employee's personnel file.

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

Intra-District Exchange Teaching

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

A. The exchange of teaching positions shall be for a full school year, one (1) semester, or part of a semester, with one (1) year being the maximum allowed.
B. At the end of the time period agreed upon, teachers will return to their former teaching positions.
C. Each teacher wishing to exchange positions must write proposals stating their rationale for such exchange and give the proposals to affected principals at the appropriate time.
D. Teachers shall ensure that they have appropriate certification and accreditation for the position(s) selected for exchange.
E. If a teacher has identified an exchange partner, this information should be included in the exchange proposal.
F. After the teachers have agreed to an exchange of positions, said teachers shall contact the principals involved for interviews.
G. Principals will approve or disapprove, at their discretion, any exchange after verifying appropriate certification and accreditation of each teacher involved.
H. Upon approval of a teacher for participation in an intra-District exchange, principals will immediately notify the director of human resources of any such change(s) so that appropriate staffing and payroll functions may occur.
I. Denials of exchange-teaching requests must also be reported by the principal to the director of human resources.
J. Approval/denial and processing of the exchange-teaching request shall be made in writing to the staff members as soon as possible by the director of human resources.
K. Any teacher whose request for intra-District exchange teaching is denied will, upon request, be granted a conference with the school principal and/or the director of human resources.

L. A teacher who has not identified someone with whom to exchange, will need to submit requested exchange possibilities and a written proposal to the human resources office.
M. All exchange requests/proposals must be received in the human resources office no later than February 1. This date will be strictly adhered to.
N. A list of teachers seeking to exchange their positions will be prepared by the office of human resources and posted in each school and the human resources office.
O. Teachers shall then seek exchange with other teacher(s) on the list.
P. All intra-District exchanges will be finalized by April 15.

Revised: ~~January 4, 2023~~

GCQA

PROFESSIONAL STAFF
REDUCTION IN FORCE
(Meet and Confer Recommendation)

When a reduction in force of certificated staff is necessary, the Superintendent shall equitably administer procedures to determine those staff members who will be affected. Those procedures shall be clear, transparent, and based on objective criteria that honor a staff member's body of work and due process rights.

Reduction in Force Defined

A Reduction in Force is defined as a decrease in the number of certificated staff due to declining District enrollment, changes in course registration, state or federal budget reductions or for other reasons as determined by the Governing Board.

Guidelines for Implementation

It shall be the policy of the District to first attempt to make such reductions through normal factors of attrition such as resignation, retirement, and termination of short-term contracts. The Superintendent shall first consider site and District programmatic needs, and then, the following order shall be used in determining the certificated personnel to be affected by the reduction in force:

A. Certificated staff under contract to the district through third party organizations;
B. Certificated staff who have previously retired and have returned to the district under a retiree contract;
C. Staff who are not appropriately certificated, or, when applicable, highly qualified for the needed content area(s).

In the event the above actions do not reach the required reduction of positions, further reduction will be made using the following criteria (after taking into account District programmatic needs) to evaluate a teacher's body of work and determine those staff members with the lowest composite scores:

A. Disciplinary action (Letters of Reprimand and Suspensions without Pay Only).
B. Performance as determined by formal evaluation (teacher evaluations shall include student achievement as required by Arizona state statute).
C. Certifications.
D. Experience.

~~E. Professional development.~~

~~F. Leadership.~~

Adopted: ~~February 23, 2021~~

LEGAL REF.:

A.R.S.

15-502

15-503

15-544

A.G.O.

I78-286

CROSS REF.:

GCB - Professional Staff Contracts and Compensation

REDUCTION IN FORCE STAFF PROFILE FORM

Name: _____ Site: _____ Fiscal Year: _____
(Please print)

Principal Verification | HR Verification

1. Disciplinary Action (refers ONLY to written reprimands and suspensions without pay received by you)
Begin with 25 total possible points for this section: 25
Subtract the number of reprimands in last three years x 8 points: _____ x 8 = -_____
Subtract the number of suspensions in last three years x 25 points: _____ x 25 = -_____

Calculated Points _____
(No less than 0)

_____ _____
(Princ.) **(HR)**

2. Teacher Evaluation Place a check mark to indicate your rating under each Domain from your final evaluation for each of the last two years. If you have not had two final, year-end evaluations, include ratings from the last two evaluations. If you have only had one evaluation to date, provide the data from that single evaluation. List the date of each evaluation.

	Date of Eval.: _____ (Most Recent Final Eval.) **(15 points possible)**			
	1	2	3	4
Domain 1:				
Domain 2				
Domain 3				
Domain 4				
~~Domain 5~~	-		-	-

Date of Eval.: _____ (Next Most Recent Final Eval.) **(10 points possible)**			
1	2	3	4
-		-	-

For each evaluation listed, apply the following:
a. If three or more Domains were rated "2", do not count any points for that evaluation.
b. If any Domain was rated "1", do not count any points for that evaluation.
c. If neither a or b applies to your evaluation, count all the points possible for that evaluation.

Calculated Points: _____

_____ _____
(Princ.) **(HR)**

3. Student Achievement Using the same evaluation(s) used earlier in Section 2, check the box of the rating level you received in Domain 5 ~~each~~ Student ~~Achievement Domain 2~~Progress Data (using CGI Model) ~~indicator, then multiply the number of check marks in each column by the weighting factor.~~. Five (5) total points maximum is possible for each evaluation.

~~Most Recent Evaluation from Section 2~~				~~Next Most Recent Evaluation from Section 2~~			
~~Domain Indicator~~	~~4 or 3~~	~~2~~	~~1~~	~~Domain Indicator~~	~~4 or 3~~	~~2~~	~~1~~
~~2.1~~				~~2.1~~			
~~2.2~~				~~2.2~~			
~~2.3~~				~~2.3~~			
~~2.4~~				~~2.4~~			
~~2.5~~				~~2.5~~			
~~Multiply points by specified weights:~~	~~x 1.25 =____~~	~~x 0.50 =____~~	~~x 0=0~~	~~Multiply points by specified weights:~~	~~x 1.25 =____~~	~~x 0.50 =____~~	~~x 0=0~~
~~Total Weighted Points:~~				~~Total Weighted Points:~~			

Calculated Points: _____

_____ _____
(Princ.) **(HR)**

GCI Score Date of Eval.: _____ (Most Recent Final Eval.) (15 points possible)	GCI Score Date of Eval.: _____ (Next Most Recent Final Eval.) (10 points possible)

3.5-4.0= 15 points **3.5-4.0= 10 points** **Calculated Points: _____**
3.0-3.4= 10 points **3.0-3.4= 10 points**
2.0-2.9= 5 points **2.0-2.9= 5 points**

(Princ.) (HR)

4. Certification Please indicate (check) the *certifications you possess* in which you would be willing to accept a teaching assignment.

_____ Elementary (5 points)(If you are not including a middle school content area endorsement below).
_____ Secondary (3 points)

Please list approved areas and endorsements you hold *in which you would be willing to accept a teaching assignment (include content areas and professional endorsements)*. Add 2 points for each listing.

_____ (2 points)
_____ (2 points)
_____ (2 points)
_____ (2 points)
_____ (2 points)
_____ (2 points)
(attach additional page if needed)

Do you have National Board Certification? _____ (if yes, add 2 points)
Do you have a Masters Degree in education or your teaching content area? _____ (if yes, add 2 points)
Do you have a Masters Degree +15? _____ (if yes, add 1 point)
Do you have an Educational Specialist Degree? _____ (if yes, add 1 point)
Do you have a Doctoral Degree in education or your teaching content area? _____ (if yes, add 2 points)

Calculated Points: _____

(Princ.) (HR)

5. Teaching Experience Circle the appropriate points corresponding to your years of experience in each category below:

Experience in your current content area	***Points***	**Experience Teaching in Ariz.**	***Points***	**Experience Teaching Out of State**	***Points***
1-3 years	1 pt	1-3 years	1 pt	1-3 years	1 pt
4-6 years	2 pts	4-6 years	2 pts	4-6 years	2 pts
7-9 years	3 pts	7-9 years	3 pts	7-9 years	3 pts
10-12 years	4 pts	10-12 years	4 pts	10-12 years	4 pts
13-15 years	5 pts	13-15 years	5 pts	13-15 years	5 pts
16-18 years	6 pts	16-18 years	6 pts	16-18 years	6 pts
>18 years	7 pts	>18 years	7 pts	>18 years	7 pts
Multiply points by specified weights:	**x2=____**		**x1.5=____**		**x .75=____**
Total Points (Sum of weighted points from all three columns):					

Note: If you taught in another content area at your current school site in the last three school years, you may complete an additional form for that content area for consideration of retention/placement in that content area.

Calculated Points: _____

(Princ.) (HR)

6. Attendance Circle the total number of sick leave days which you personally took (don't count days you donated to someone else or any days you sold back in the Sick Leave Buyback Program) during last fiscal year ~~2017-2018~~2024-2025). If you were not employed by Amphitheater last year, circle the days taken this current year to date. (Do not include absence during board-approved leaves of absence (FMLA) including intermittent FMLA leaves of absence). Count the points associated with the number of days selected:

Less than 8 days: 5 pts
8-9 days: 4 pts
10-11 days 3 pts

Sick days used in ~~2017-2018~~2024-2025 _____

12-13 days	2 pts
14-15 days	1 pt
More than 15 days	0 pts

Calculated Points: _____ _____
(HR)

Final Total of Points from All Sections Above: _____

I attest that the information I have provided above is accurate and complete.

_____ _____
Signature of Teacher Completing this form Date

REDUCTION IN FORCE **STAFF PROFILE FORM**

Name: _____ Site: _____ Fiscal Year: _____
(Please print)

1. **Disciplinary Action -** (refers ONLY to written reprimands and suspensions without pay received by you) Begin with 25 total possible points for this section:

Subtract the number of reprimands in last three years x 8 points: _____ x 8 = -0

Subtract the number of suspensions in last three years x 25 points: _____ x 25 = -0

Total calculated points Section 1: **25** - 0 = 25
(Total points from above) (Not less than 0 points)

_____ _____
Principal Verification HR Verification

2. **Teacher Evaluation –** Write in the average Domain score from your final evaluation for each of the last two years for each Domain and then write in the correlating point score. If you have not had two final, year-end evaluations, include ratings from the last two evaluations. If you have only had one evaluation to date, provide the data from that single evaluation. List the date of each evaluation.

	Date of Eval.: _____ (Most Recent Final Eval.) **(15 points possible)**	
	Evaluation Score	Points
Domain 1		0
Domain 2		0
Domain 3		0
Domain 4		0

3.5 - 4.0 = 15 points
3.0 - 3.4 = 10 points
2.0 - 2.9 = 5 points
1.5 - 1.9 = 3 points
1.0 - 1.4 = 0 points

Date of Eval.: _____ (Next Most Recent Final Eval.) **(10 points possible)**	
Evaluation Score	Points
	0
	0
	0
	0

3.5 - 4.0 = 10 points
3.0 - 3.4 = 8 points
2.0 - 2.9 = 5 points
1.5 - 1.9 = 3 points
1.0 - 1.4 = 0 points

Total Calculated Points Section 2: 0

_____ _____
Principal Verification HR Verification

3. **Student Achievement** - Using the same evaluation(s) used earlier in Section 2, place your student achievement data. For A teachers, enter your **Classroom Academic Growth** value from Domain 5. For B teachers, enter your **School Academic Growth** value from Domain 5.

Student Achievement Value Date of Eval.: _____ (Most Recent Final Eval.) 15 points Possible		Student Achievement Value Date of Eval.: _____ (Next Most Recent Final Eval.) 10 Points Possible	
Student Achievement Value	Points	Student Achievement Value	Points
	0		0

3.5-4.0= 15 points
3.0-3.4= 10 points
2.0-2.9= 5 points

3.5-4.0 = 10 points
3.0-3.4 = 8 points
2.0-2.9 = 5 points

Total Calculated Points Section 3: 0

Principal Verification _____ HR Verification _____

4. **Certification -** Please indicate (check) the *certifications you possess* in which you would be willing to accept a teaching assignment.

0 Elementary (5 points) (If you are not including a middle school content area endorsement below).

0 Secondary (3 points)

Please list approved areas and endorsements you hold *in which you would be willing to accept a teaching assignment (include content areas and professional endorsements)*. Add two points for each listing.

_____ (2 points) 0

_____ (2 points) 0

_____ (2 points) 0

_____ (2 points) 0

_____ (2 points) 0

_____ (2 points) 0

Additional Endorsement points (attach additional page if needed, 2 points each) 0

Do you have National Board Certification? 0 (if yes, add 2 points)

Do you have a Masters Degree in Education or your teaching content area? 0 (if yes, add 2 points)

Do you have a Masters Degree +15 credits? 0 (if yes, add 1 point)

Do you have an Educational Specialist Degree? 0 (if yes, add 1 point)

Do you have a Doctoral Degree in education or your teaching content area? 0 (if yes, add 2 points)

Total Calculated Points Section 4: 0

Principal Verification _____ HR Verification _____

5. **Teaching Experience -** Circle the appropriate points corresponding to your years of experience in each category below:

Experience in your current content area	*Points*	Experience Teaching in Ariz.	*Points*	Experience Teaching Out of State	*Points*
1-3 years	1 pt	1-3 years	1 pt	1-3 years	1 pt
4-6 years	2 pts	4-6 years	2 pts	4-6 years	2 pts
7-9 years	3 pts	7-9 years	3 pts	7-9 years	3 pts
10-12 years	4 pts	10-12 years	4 pts	10-12 years	4 pts
13-15 years	5 pts	13-15 years	5 pts	13-15 years	5 pts
16-18 years	6 pts	16-18 years	6 pts	16-18 years	6 pts
>18 years	7 pts	>18 years	7 pts	>18 years	7 pts
Multiply points by specified weights:	0 **x2** = 0		0 **x1.5** = 0		0 **x .75** = 0
Total Points (Sum of weighted points from all three columns):					0

Note: If you taught in another content area at your current school site in the last three school years, you may complete an additional form for that content area for consideration of retention/placement in that content area.

Total Calculated Points Section 5: 0

Principal Verification _____ HR Verification _____

6. **Attendance** - Circle the total number of sick leave days which you personally took (do not count days you donated to someone else or any days you sold back in the Sick Leave Buyback Program) during last fiscal year 2024-2025). If you were not employed by Amphitheater last year, circle the days taken this current year to date. (Do not include absence during board-approved leaves of absence (FMLA) including intermittent FMLA leaves of absence). Count the points associated with the number of days selected:

Less than 8 days:	5 pts
8-9 days:	4 pts
10-11 days	3 pts
12-13 days	2 pts
14-15 days	1 pt
More than 15 days	0 pts

Sick days used in 2024-2025 _____

Total Calculated Points Section 6: 0

Principal Verification _____ HR Verification _____

Final Total Points Calculation

Total Calculated Points Section 1	25
Total Calculated Points Section 2	0
Total Calculated Points Section 3	0
Total Calculated Points Section 4	0
Total Calculated Points Section 5	0
Total Calculated Points Section 6	0
Final Total Calculated Points from All Sections Above	25

I attest that the information I have provided above is accurate and complete.

_____ Signature of Teacher Completing this form

_____ Date

REGULATION

PROFESSIONAL STAFF
REDUCTION IN FORCE

(Meet and Confer Recommendation)

This regulation establishes the process and procedures for implementation of a reduction in force ("RIF") for certificated and other professional staff in order to effectuate economies in the operation of the District or to improve the efficient conduct and administration of District schools and programs.

Definition of Reduction in Force

For purposes of this regulation, a *RIF* is defined as a decrease in the number of certificated and/or professional staff positions. A *RIF* may occur in situations which include, but are not limited to, the following:

A. Decreases in student enrollment or reduced student demand for or participation in programs or activities;

B. Decreases in revenue due to:

1. decreased student enrollment;

2. loss or reduction of tax revenues;

3. reduction of state, local, or federal financial support; or

4. reduction in the value of revenues received or significant increasing costs of operation due to inflation;

C. Changes in the educational program of the District;

D. Consolidation or de-consolidation involving the District;

E. Court orders;

F. Legislative mandates; or

G. Unanticipated financial or programmatic exigencies identified by the Superintendent which warrant initiation of a RIF process.

Initiation of Reduction in Force Plan

Where the Superintendent determines that the fiscal and other considerations described above necessitate a reduction in force, the Associate to the Superintendent will prepare a Reduction in Force Plan ("the Plan") for presentation to the Board. The Plan shall focus upon the total educational program of the district and how it may be modified to reduce costs, programs and personnel while still providing the educational program required of school districts and meeting the particular educational needs of the students of the District. Where circumstances warrant, the Plan may focus on particular programs, departments, school sites, content areas or activities if the cause(s) for the RIF predominately impact(s) limited aspects of the educational program.

The Plan shall include, but need not be limited to, the following:

A. A detailed description of the cause(s) necessitating a RIF;

B. A description of other measures, if any, already implemented to avoid or minimize a RIF (e.g., reduction by attrition, district initiated transfers, etc.);

C. A designation of the part(s) of the total educational program or particular program or activity in which the RIF is unnecessary and the number of positions to be reduced in each program or activity; and

D. A timetable for the implementation of the RIF.

Following Governing Board approval of the Plan, it shall be made available to all staff and the public through posting on the District's website.

Personnel Study Based upon Staff Profiles

If a RIF plan is adopted by the Board, the Human Resources Department shall perform a study of the District's personnel to determine those staff members who must be wholly or partially discharged in order to implement the plan. In performing the study, the Human Resources Department shall utilize a Staff Profile Form ("the Profile form") which will include a point scale using the following criteria:

A. The employee's disciplinary history (letters of reprimand and

suspensions without pay) within the three (3) calendar years preceding the date of the Governing Board's approval of the Plan;

B. the employee's evaluations for the two (2) preceding school years (as applicable) with the understanding that A.R.S. §15-537 requires teacher evaluations to include quantitative data on the academic progress for all students that accounts for between twenty percent and thirty-three percent of the evaluation outcomes;

C. the employee's certification(s) ADE-approved area(s)/endorsement(s) for grade levels and/or content areas in which the employee is willing to be employed;

D. the employee's previous (prior to the fiscal year in which the Plan is implemented) professional experience both within and outside of Arizona;

~~E. the professional growth activities;~~

~~F. the employee's acceptance of and service in leadership roles and service hours that benefit the school and/or District.~~

The Profile Form will only be completed by personnel in those schools, departments, or programs where a RIF is necessary. The Human Resources Department will ensure that staff members have opportunity for input into the data contained on their Profile Form and that staff members receive a copy of their finalized Profile Form.

Requests for Review and Revision of Staff Profiles

An employee may request review and revision of the employee's Finalized Profile Form by delivering a written request to the Associate to the Superintendent on or before 5:00 p.m. of the third (3rd) business day following the employee's receipt of the Finalized Profile Form from Human Resources. The request for review must specifically explain the element or elements of the Profile believed to be erroneous.

A request for revision of Staff Profiles will be reviewed and determined by the Associate to the Superintendent or designee within two (2) business days of receiving the request. The Associate to the Superintendent or designee may conduct a meeting with the staff member before rendering a decision or may make a determination on the basis of the written materials. The decision will be in writing.

Application of RIF Using Staff Profile Data

If reduction of staff within a site, department or program is still required after first taking into account all factors of attrition, staff members from the affected site, department or program will be selected for the RIF based upon Staff Profile data. The selection shall be based upon the total point values on the staff profile form, lowest to highest, unless the consequence of such action would have a serious and detrimental effect on the total educational program. In such event, a staff member with a higher point total on the staff profile form may be selected for RIF, provided the principal or other supervisor submits written justification that such action is in the best interests of the District, school or program. The written justification and Staff Profile forms for the personnel involved shall be available for review by the person identified for RIF.

Staff selected for RIF shall be notified of their RIF status within five (5) working days and shall be provided notice of the effective date of the RIF.

Transfer or Reassignment

Following a staff member's selection for a RIF, but prior to the effective date of the RIF, the staff member will be eligible for placement in positions which become available in other schools, departments or programs for which the staff member is highly qualified. Staff members will be placed in positions for which they are highly qualified based upon their total point values as shown on the staff profile form which led to their selection for RIF.

Where more than one (1) staff member who has been selected for RIF is appropriately certified for the same position, the staff member with the highest point value shall be offered the position first. Where multiple staff members are appropriately certified for a position and share common total point values under the staff profile form, placement into the vacant position shall be determined through an interview and selection process.

A staff member who has been selected is responsible for keeping the Human Resources Department informed of his or her current contact information. If the District offers a position to a staff member and the staff member declines or fails to accept the position offer within three (3) working days, the District will have no further obligation to offer the staff member placement in any other positions, but the staff member may apply for and will be considered for additional positions.

Recall of Staff Affected by RIF

For a period of three (3) years after the effective date of the RIF of any staff member pursuant to this regulation, the District shall offer to such person any

position(s) which becomes available for which such person is licensed and qualified, provided that such person has complied with the requirements specified below.

A. very person affected by RIF under Policy GCQA and this regulation who wishes to be considered for recall must file with the Superintendent, within thirty (30) days after the effective date of the RIF, a written statement indicating a desire to be considered for recall and providing an address at which the person may be contacted. Such person must notify the Superintendent of any change in address within ten (10) days after changing residences in order to insure proper notification in the event of a recall.

B. In the event that more than one (1) interested person who was subject to a previous RIF is highly qualified for a position(s), the persons shall be recalled based upon their relative total point values as determined by the Staff Profile Form completed at the time of their RIF, in order of highest to lowest points.

C. Any person selected for recall hereunder shall receive written notification of the recall, by certified mail, at the address they last provided to the District. The recalled person must accept the position offered through recall in writing. Such acceptance must be received in the Superintendent's office within seven (7) calendar days after mailing of the recall notice to the person. Rejection of the offer, or failure to timely respond, shall result in forfeiture by the recalled person of any further recall rights. Thereafter, an offer of recall will be made to the next person qualified to be recalled, or if there is none, the position will be filled by another qualified applicant.

D. Any person recalled pursuant to this policy shall have all accrued but unpaid sick leave restored and be given credit for all years of previously credited service for salary purposes.

E. After the three (3)-year recall period has expired, any person discharged or terminated under Policy GCQA and this regulation shall no longer have any right to be recalled. Such persons who wish to be re- employed thereafter shall file applications for employment and will be treated as would any other applicant for a vacant position.

Requirement of Recent Experience for Transfer/Reassignment or Recall

For purposes of this regulation, if the staff member affected by a RIF has not actually had experience in the other position which is vacant during any part of the preceding five (5) school years, the staff member shall not be considered qualified for transfer or reassignment to the other position.

Recommendations of the Meet and Confer Committee

Tassi Call, Associate Superintendent for Elementary Education

Committee

Amphi Education Association Professional Staff Team

Collin Cordell
Rebecca Green
Brie Ronnie

District Professional Staff Team

Matt Munger
Chris Trimble
Angela Wichers

Amphi Education Association Support Staff Team

Linda Lewis
Vanessa Harding
Robert Wacker

District Support Staff Team

John Hastings
Richard La Nasa
J.J. Letts

Facilitators
Tassi Call
A.J. Benevidez
Chris Gutierrez

Committee Process

- Survey went out to all employees regarding workplace and policy issues
- October 29- team leaders met with facilitators to review the staff survey and developed committee work
- November 14- trained on IBB process and began policy work
- November 18- Professional/Certified Committee concluded policy work

Committee Recommendation

Proposed revisions to Policy GCK-R

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

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

~~2~~1. The teacher is on a remediation plan or disciplinary probation.

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

~~4~~3. The teacher is to be transferred from a position that will be filled by a new hire.

Committee Recommendation

Proposed revisions to Policy GCQA

In the event the above actions do not reach the required reduction of positions, further reductions will be made using the following criteria (after taking into account District programmatic needs) to evaluate a teacher's body of work and determine those staff members with the lowest composite scores:

A. Disciplinary action (Letters of Reprimand and Suspensions without Pay Only).
B. Performance as determined by formal evaluation (teacher evaluations shall include student achievement as required by Arizona state statute).
C. Certifications.
D. Experience.

~~E. Professional development.~~

~~F. Leadership.~~

Committee Recommendation

Proposed revisions to Policy GCQA, Reduction in Force Profile Form

2. ~~Teacher Evaluation~~ ~~Place a check mark to indicate your rating under each Domain from your final evaluation for each of the last two years. If you have not had two final, year-end evaluations, include ratings from the last two evaluations. If you have only had one evaluation to date, provide the data from that single evaluation. List the date of each evaluation.~~

	~~Date of Eval.: _____ (Most Recent Final Eval.) (15 points possible)~~					~~Date of Eval.: _____ (Next Most Recent Final Eval.) (10 points possible)~~			
	~~1~~	~~2~~	~~3~~	~~4~~		~~1~~	~~2~~	~~3~~	~~4~~
~~Domain 1:~~	-		-	-	-	-		-	-
~~Domain 2~~	-		-	-	-	-		-	-
~~Domain 3~~	-		-	-	-	-		-	-
~~Domain 4~~	-		-	-	-	-		-	-
~~Domain 5~~	-		-	-	-	-		-	-

~~For each evaluation listed, apply the following:~~
~~a. If three or more Domains were rated "2", do not count any points for that evaluation.~~
~~b. If any Domain was rated "1", do not count any points for that evaluation.~~
~~c. If neither a or b applies to your evaluation, count all evaluation.~~

185

2. **Teacher Evaluation** – Write in the average Domain score from your final evaluation for each of the last two years for each Domain and then write in the correlating point score. If you have not had two final, year-end evaluations, include ratings from the last two evaluations. If you have only had one evaluation to date, provide the data from that single evaluation. List the date of each evaluation.

	Date of Eval.: _____ (Most Recent Final Eval.) (15 points possible)		Date of Eval.: _____ (Next Most Recent Final Eval.) (10 points possible)	
	Evaluation Score	Points	Evaluation Score	Points
Domain 1:				
Domain 2				
Domain 3				
Domain 4				

3.5 - 4.0 = 15 points
3.0 - 3.4 = 10 points
2.0 - 2.9 = 5 points
1.5 - 2.9 = 3 points
1.0 - 1.4 = 0 points

3.5 - 4.0 = 10 points
3.0 - 3.4 = 8 points
2.0 - 2.9 = 5 points
1.5 - 2.9 = 3 points
1.0 - 1.4 = 0 points

_____ (Princ.) _____ (HR)

_____ Calculated Points: _____

Committee Recommendation

Proposed revisions to Policy GCQA, Reduction in Force Profile Form

3. Student Achievement Using the same evaluation(s) used earlier in Section 2, check the box of the rating level you received in Domain 5 ~~each~~ Student ~~Achievement Domain 2~~Progress Data (using CGI Model) ~~indicator, then multiply the number of check marks in each column by the weighting factor.~~. Five (5) total points maximum is possible for each evaluation.

~~Most Recent Evaluation from Section 2~~				~~Next Most Recent Evaluation from Section 2~~			
~~Domain Indicator~~	~~4 or 3~~	~~2~~	~~1~~	~~Domain Indicator~~	~~4 or 3~~	~~2~~	~~1~~
~~2.1~~				~~2.1~~			
~~2.2~~				~~2.2~~			
~~2.3~~				~~2.3~~			
~~2.4~~				~~2.4~~			
~~2.5~~				~~2.5~~			
~~Multiply points by specified weights:~~	~~x 1.25 =____~~	~~x 0.50 =____~~	~~x 0=0~~	~~Multiply points by specified weights:~~	~~x 1.25 =____~~	~~x 0.50 =____~~	~~x 0=0~~
~~Total Weighted Points:~~				~~Total Weighted Points:~~			

Calculated Points: _____

_____ _____
(Princ.) (HR)

186

GCI Score Date of Eval.: (Most Recent Final Eval.) (15 points possible)	GCI Score Date of Eval.: (Next Most Recent Final Eval.) (10 points possible)

3.5-4.0= 15 points
3.0-3.4= 10 points
2.0-2.9= 5 points

3.5-4.0= 10 points
3.0-3.4= 10 points
2.0-2.9= 5 points

Calculated Points: _____

(Princ.) ___ (HR)

Committee Recommendation

Proposed revisions to Policy GCQA, Reduction in Force Profile Form

4. Certification Please indicate (check) the *certifications you possess* in which you would be willing to accept a teaching assignment.

_____ Elementary (5 points)(If you are not including a middle school content area endorsement below).
_____ Secondary (3 points)

Please list approved areas and endorsements you hold *in which you would be willing to accept a teaching assignment (include content areas and professional endorsements)*. Add 2 points for each listing.

_____ (2 points)
_____ (2 points)
_____ (2 points)
_____ (2 points)
_____ (2 points)
_____ (2 points)
(attach additional page if needed)

Do you have National Board Certification? _____ (if yes, add 2 points)
Do you have a Masters Degree in education or your teaching content area? _____ (if yes, add 2 points)
Do you have a Masters Degree +15? (if yes, add 1 point)
Do you have an Educational Specialist Degree? (if yes, add 1 point)
Do you have a Doctoral Degree in education or your teaching content area? _____ (if yes, add 2 points)

Calculated Points: _____

_____ _____
(Princ.) (HR)

6. Attendance Circle the total number of sick leave days which you personally took (don't count days you donated to someone else or any days you sold back in the Sick Leave Buyback Program) during last fiscal year ~~2017-2018~~2024-2025). If you were not employed by Amphitheater last year, circle the days taken this current year to date. (Do not include absence during board-approved leaves of absence (FMLA) including intermittent FMLA leaves of absence). Count the points associated with the number of days selected:

Less than 8 days:	5 pts
8-9 days:	4 pts
10-11 days	3 pts
12-13 days	2 pts
14-15 days	1 pt
More than 15 days	0 pts

Sick days used in ~~2017-2018~~2024-2025 _____

Calculated Points: _____

_____
(HR)

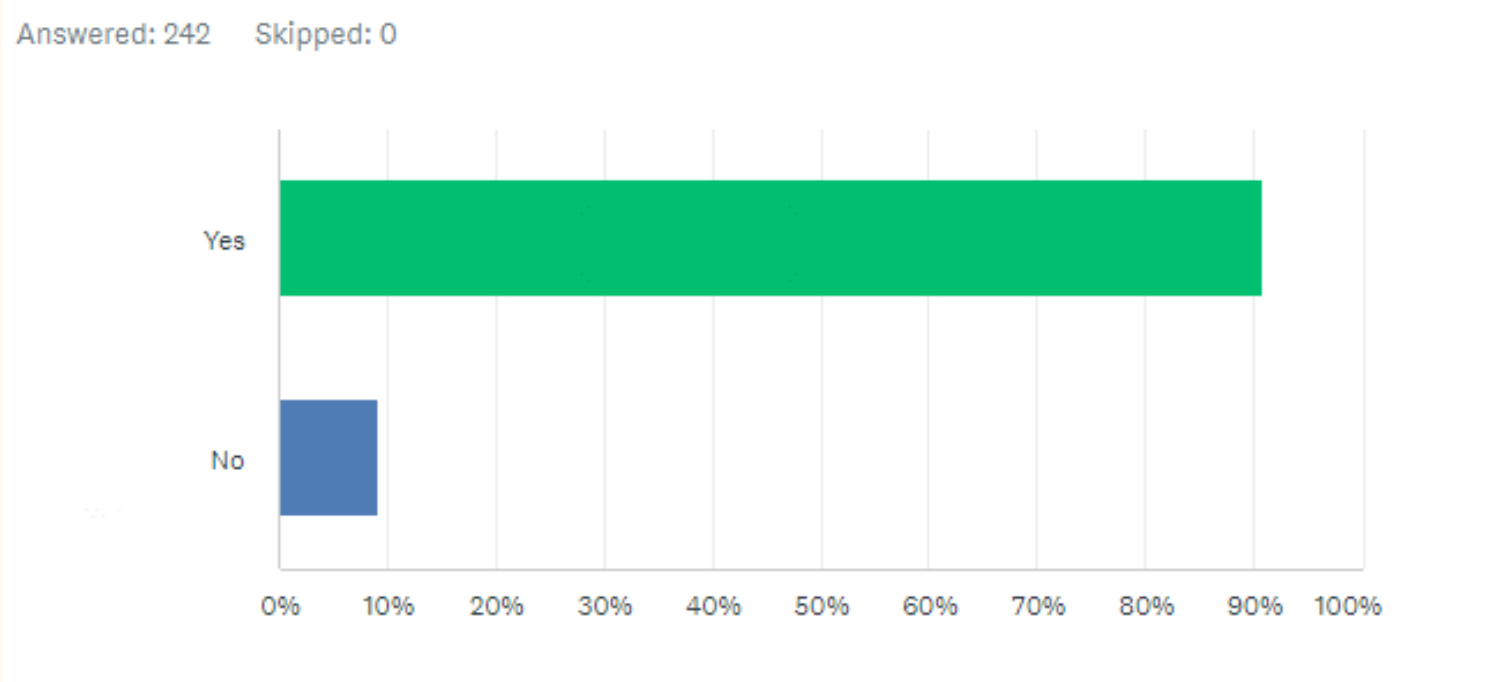
Committee Recommendation

Proposed revisions to Policy GCQA-R

~~E. the professional growth activities;~~

~~F. the employee's acceptance of and service in leadership roles and service hours that benefit the school and/or District.~~

Joint Survey of Employees



Survey Results

242 employees answered questions about the recommendation

The results were as follows:

190

- 220 (90.91%) agree with the recommendation
- 22 (9.09%) disagree with the recommendations

Employee Comments

31 employees commented about the recommendation

The comments were all related to RIF Profile Form:

1. Teachers appreciate that the leadership and professional development was removed, since the availability is different at each school
2. Reduction in staff should not start with our most experienced teachers, performance and disciplinary action should be first
3. Educate employees on FMLA

Questions?

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: December 10, 2024

TITLE: Study of Proposed Recommendations Harelson Elementary 6th grade

BACKGROUND:
Harelson Elementary 6th grade has been a long-standing part of the Harelson community. But in recent years, 6th grade has steadily declined in enrollment. Due to the low-class size, we currently have only one 6th grade teacher at Harelson Elementary.

Cross Middle School continues to grow in numbers and offers extensive programing for students in grades 6-8. Families continue to transition their children from 5th grade at Harelson Elementary into the 6th grade at Cross Middle School. Cross Middle School offers mentoring and support for all students transitioning from 5th grade to 6th grade.

The administration recommends that this school year, 2024-2025, be the last year we offer 6th grade at Harelson Elementary.

RECOMMENDATION:
This recommendation is presented for the Board's initial study. The final recommendation will be presented at a later meeting for approval.

INITIATED BY:

Tassi Call, Associate Superintendent for Elementary Education K-5 **Date: December 3, 2024**

Todd A. Jaeger, J.D., Superintendent

Study of Recommendations Harelson Elementary 6th grade

Tassi Call, Associate Superintendent for Elementary Education

History

- Harelson Elementary opened its doors in 1960
- Last 6th grade in an Elementary School in Amphi
- Enrollment

195

HARELSON ELEMENTARY
Bobcats

6th grade Numbers

Year	Total 100th day
2014	51
2015	59
2016	61
2017	57
2018	60
2019	48
2020	46
2021	39
2022	47
2023	37
2024	31
2025	2

Cross Middle School

Mentoring and Support

- Spring Orientation for new families
- WEB Support-Program
- RAMS 101 Class

Cross Middle School

Opportunities

- 6th Grade Sports
- Extra-Curricular Activities
  - Dances
  - Dodgeball Tournament
  - 6th Grade Ice Cream Social
- Fine Arts Electives daily
- PE classes daily
- REACH classes daily

Recommendation

It is the recommendation of the administration that 2024-2025 be the last year we offer 6th grade at Harelson Elementary School.

Questions?

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: December 10, 2024

TITLE: Study and Approval of REACH Scope and Sequence 2025

BACKGROUND:

ARS 15-779 requires each school district in the State of Arizona to update their gifted education Scope and Sequence every five years. The REACH Program Scope and Sequence was last approved by the Governing Board in April of 2020. Since that date, many changes and improvements have been made to our services for gifted students in the Amphitheater School District. It is time to review the updated Scope and Sequence and prepare to submit the new document to the Arizona Department of Education by July 1, 2025.

ARS 15-779 defines gifted education and a gifted pupil as follows: "Gifted education" means appropriate academic course offerings and services that are required to provide an educational program that is an integral part of the regular school day and that is commensurate with the academic abilities and potential of a gifted pupil.

"Gifted pupil" means a child who is of lawful school age, who due to superior intellect or advanced learning ability, or both, is not afforded an opportunity for otherwise attainable progress and development in regular classroom instruction and who needs appropriate gifted education services, to achieve at levels commensurate with the child's intellect and ability.

Further the statute states, "The governing board of each school district shall develop a scope and sequence for the identification process of and curriculum modifications for gifted pupils to ensure that gifted pupils receive gifted education commensurate with their academic abilities and potentials. Programs and services for gifted pupils shall be provided as an integrated, differentiated learning experience during the regular school day."

The REACH Gifted Education Coordinator, Vanessa Hill, will make a brief presentation providing an overview of the REACH Scope and Sequence highlighting changes from the previous version.

RECOMMENDATION:

This item is presented for Governing Board's study and approval.

INITIATED BY:

Tassi Call

Tassi Call, Associate Superintendent for Elementary Education K-5 **Date: November 22, 2024**

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

Amphitheater School District #10
Gifted Scope and Sequence 2025

Our

Program Design		
QUESTION	**Indicators**	**District description**
What is your district's definition of a gifted student and gifted education?	• Multiple criteria, non-verbal, verbal and quantitative • 97th percentile on state approved tests or services for students with borderline scores • Read the state definition and incorporate it into your local district	Gifted students are those with high intellectual ability as identified by scoring at the 97th percentile or above on one or more state-approved tests in one or more areas (verbal, quantitative, nonverbal). Students who score at the 94th to 96th percentile are placed provisionally for one year and evaluated at the end of that year to determine appropriate placement. English Language Learners and at-risk students who do not meet the aforementioned criteria are evaluated using a Multiple Criteria Checklist (see Identification). Gifted education means appropriate academic course offerings and services that are required to provide an educational program that is commensurate with the academic abilities and potential of a gifted pupil.
Describe the Philosophy and Goals for your gifted program.	• Incorporates a K-8 or K-12 continuity of services • Modify instruction/curriculum to meet student needs • Describes differentiation in process, content and product • "Gifted students are gifted all day, not just for a small segment of that day" • Goal: start with where the student is academically and accelerate the pace of instruction • Goal: train as many teachers as possible about the unique needs of gifted students • Goal: develop a program that represents the diversity of the school and district	**District goals for all gifted students K-12:** Amphitheater will provide the least restrictive environment for each gifted student through: • Opportunities to work with peers and mentors in areas of passion • Avenues to differentiated instruction that encourage advanced learning experiences (complex content, processes, and products) • Environments that nurture gifted self-actualization including understanding the nature of giftedness both affectively and intellectually **District program goals:** Gifted students will demonstrate academic and intellectual growth of at least one year every school year through a combination of acceleration and extensions to the standard curriculum. Gifted students will consistently show growth in their social/emotional development through targeted instruction and curriculum addressing the affective needs of gifted learners.

202

Amphitheater School District #10
Gifted Scope and Sequence 2025

		Gifted students will develop creative and critical thinking skills commensurate with their cognitive developmental level. Gifted students will become effective in the use of problem-solving models to address complex problems. Gifted specialists will provide support and collaborative planning for any classroom teacher. Gifted specialists will provide individualized support to parents and students. The gifted education department will facilitate professional learning experiences once per semester at each site on the unique needs of gifted students for all staff members (administrators, all teachers, counselors, and support staff). The gifted education department offers a self-paced online pathway for gifted endorsement through Schoology for district teachers that includes classes on defining and identifying giftedness, gifted characteristics including asynchronous development, the unique social and emotional needs of gifted learners, different areas of giftedness (verbal, quantitative, nonverbal), instructional strategies to support each area of giftedness (verbal, quantitative, nonverbal), differentiation, brain based learning strategies, creative problem solving, equity in gifted education, passion projects/genius hour, Depth and Complexity prompts, perfectionism, and twice exceptionality (18 hour workshop). Participation in the gifted program will reflect district diversity.
How do you group and deliver services to your K-2 students?	• Self-contained, cluster, pull out or differentiated instruction within the regular classroom • Specific instructional strategies tailored to the needs of the gifted learner, open ended questioning, projects, activities that focus on higher order thinking skills	Kindergarten and first grade students are referred by their teacher for a weekly kindergarten/first grade enrichment program. "Open Minds, Open Doors" curriculum is used to introduce kindergarten and first grade students to foundational intellectual, visual spatial, and critical and creative thinking. "Think Law" is used to introduce kindergarten and first grade students to analysis through the study of fairy tales and nursery rhymes. "Think Law" utilizes open ended questioning, asks students to consider multiple perspectives, and think about cause and effect.

Amphitheater School District #10
Gifted Scope and Sequence 2025

		Gifted students in grades 1-2 receive services in cluster classrooms and a weekly pull-out program. The pull-out program focuses on improving higher order thinking skills, creative problem solving, problem/project-based learning, and social-emotional development. Cluster classroom teachers meet with the gifted specialist at their site to collaborate on how to differentiate specific classroom content, processes, and products in content areas based on Arizona State Standards.
How do you group and deliver services to your 3-5* students? ***6th-graders are served in middle school**	• Self-contained, cluster, pull out or differentiated instruction within the regular classroom • Specific instructional strategies tailored to the needs of the gifted learner, open ended questioning, projects, activities that focus on higher order thinking skills	Gifted students in grades 3-5 receive services in cluster classrooms and a weekly pull-out program. Pull-out program services focus on developing higher order thinking skills, creative problem solving, problem/project-based learning, and social-emotional development. Cluster classroom teachers meet with the gifted specialist to collaborate on how to differentiate specific classroom content, processes, and products in content areas based on Arizona State Standards.
How do you group and deliver services to your 6-8 students?	• Specific instructional strategies tailored to the needs of the gifted learner, open ended questioning, projects, activities that focus on higher order thinking skills • Content driven, accelerated learning, honors classes, flexible grouping	Gifted students are enrolled in a Humanities class in place of standard level social studies class. Humanities provides a differentiated curriculum using gifted education instructional strategies aligned with NAGC standards. Instruction is provided by a gifted specialist. Gifted students in grades 6-8 are offered advanced classes (specific classes may vary from site to site), are placed in math classes according to their math achievement, ability, and teacher recommendation and have opportunities for academic challenges/competitions.
How do you group and deliver services to your 9-12 students?	• Specific instructional strategies tailored to the needs of the gifted learner, open ended questioning, projects, activities that focus on higher order thinking skills • Content driven, accelerated learning, honors classes, AP/IB classes, flexible grouping and/or scheduling	Gifted students in grades 9-11 are offered REACH Honors English, an honors level English class that provided a differentiated curriculum using gifted education instructional strategies. REACH Honors English implements two quarters of film as literature, problem/project-based learning, higher order thinking skills, and a writing coach model. Gifted students in grades 9-12 are offered accelerated math, honors, pre-AP, and AP classes in all content areas. One high school also offers an IB Diploma and Certificate program. Another high school offers the Cambridge University Diploma program. A gifted specialist at each high school provides:

Amphitheater School District #10
Gifted Scope and Sequence 2025

		• REACH Honors English 9, 10, or 11 instruction. • Gifted workshops and seminars through a push-in to 9th and 10th grade Pre-AP English classrooms at one high school. • An 11th/12th grade REACH (gifted)/Honors Seminar and Honors Capstone classes developed especially for gifted learners with academic/career planning, internship and entrepreneur opportunities, self-awareness, portfolio development, and community involvement components. • Advocacy on an individualized basis to address the specific needs and challenges of gifted high school students including asynchronous development, study skills, high school/college planning, and time management.
Describe how you integrate your program standards with the Arizona State Standards at each grade level.	• Use a curriculum mapping approach • Testing for competency before teaching content • Use Vertical alignment strategies	The program addresses the Arizona State Standards through alignment and acceleration of content, process, and product. • In elementary school, teachers extend content beyond the standards through pull-out enrichment and collaboration with cluster classroom teachers. Students can progress in skills development through self-paced learning options in reading and math as well as acceleration opportunities. • In middle school, the social studies standards are extended and enriched through a Humanities course that allows for greater depth of understanding to the interconnectedness of all human endeavor. • In middle school, students have options for advanced content based upon Arizona State Standards. • In high school, the English standards are extended and enriched through REACH Honors English courses that allow for greater depth of understanding of literature in all its forms including visual representations. • In high school, students have options for advanced content based upon Arizona State Standards and the national and international standards established by AP, IB, and Cambridge University programs. Instruction for gifted students, whether by gifted specialists or classroom teachers, focuses on Arizona State Academic Standards and is measured by our district-wide assessment and state-mandated tests.

205

Amphitheater School District #10
Gifted Scope and Sequence 2025

		Our district uses the Danielson Framework for Teaching as the teacher evaluation System. The framework specifies the following teacher expectations which lead to appropriate instruction of gifted students: • Domain1: Planning and Preparation 1b. Student's special needs 1c. Suitability for diverse students 1f. Criteria and standards • Domain2: Classroom Environment 2b. Establishing a culture for learning. • Domain3: Instruction 3b. quality of questions/prompts • Domain4: Professional Responsibilities 4b. Student progress in learning
How do you involve parents in your program?	• Periodic orientation/communication meetings • Provide information about summer programs like Johns Hopkins, ASU and U of A. • Newsletters, parent support groups	The REACH Program for gifted students: • offers a free REACH Parent Teacher Institute annually that includes a national speaker on gifted topics. • participates in and advertises the Southern Arizona Gifted Network Regional Parent Teacher Institutes that occur once each fall and spring. • maintains a website that links parents to information on gifted children. Gifted specialists at each site: • send emails and targeted gifted education newsletters to parents of identified gifted students; as well as post information in school newsletters about events such as the AAGT Parent Institute. • encourage parents to become involved as coaches and supporters for programs that benefit gifted students such as Odyssey of the Mind, Science Fair, and Academic Pentathlon and Decathlon. The Gifted Education Coordinator: • sends emails to families of identified gifted students with resources, offerings within the community, and pertinent information on gifted education. • facilitates a REACH Information Night during third and fourth quarters to welcome new families to the program providing information about

		giftedness and gifted programming in our district. The REACH Information Night is open to all families of identified gifted students in our district. • facilitates a High School REACH Information Night during third quarter to provide information about high school gifted programming in our district to families of identified gifted learners in grades 8-11. • facilitates a parent group book study for parents of twice-exceptional students using the book, "Raising Twice-Exceptional Children", by Emily Kircher-Morris. The group meets monthly via Zoom.

Amphitheater School District #10
Gifted Scope and Sequence 2025

Curriculum and Instruction		
Question	**Indicators**	**District description**
How do you differentiate instruction (pace and pedagogy) to K-2 students? Please list several sample activities to illustrate your description.	• Training for teachers in flexible instructional groups • Provide for acceleration through extended literature, novels, math word problems, graph interpretation etc. • Establish a rubric for the pedagogy to be appropriately applied for this level	Amphitheater Public Schools supports data-driven instruction and differentiation for all students. Our gifted education department offers a self-paced online pathway for gifted endorsement through Schoology for district teachers which includes two classes on differentiation based on the most current research on differentiation best practices. Our department also sponsors attendance at local training available through the Pima County Schools Superintendent's Office regarding meeting the needs of gifted students in the regular classroom through differentiation, as well as professional development on differentiation offered through the Arizona Association for Gifted and Talented. Gifted specialists provide training and support at their schools on differentiation including creative and critical thinking strategies, questioning and higher order thinking. Specific examples of differentiated instruction for K-2 gifted students include math exemplars, literature circles, and facilitating project/problem-based learning. This also includes supporting teachers and supplying materials for flexible grouping. All children in kindergarten and first grade engage in a blended learning approach using Waterford Early Learning software daily. For gifted students, this software allows them to accelerate and enrich their learning using a personalized approach. Principals in our district are provided with the "Administrator Observation Form: For Classrooms with a Gifted Cluster" and "Administrator Observation Form: For All Classrooms" from the "The Cluster Grouping Handbook: How to Challenge Gifted Students and Improve Achievement for All" by Susan Winebrenner and Dina Brulles. This tool helps principals understand how to determine if differentiation is happening in classrooms.

Amphitheater School District #10
Gifted Scope and Sequence 2025

How do you differentiate instruction (pace and pedagogy) to 3-5* students? Please list several sample activities to illustrate your description.	• Training for teachers in flexible instructional groups • Provide for acceleration through extended literature, novels, math word problems, graph interpretation etc. • Establish a rubric for the pedagogy to be appropriately applied for this level	Amphitheater Public Schools supports data-driven instruction and differentiation for all students. Our gifted education department offers a self-paced online pathway for gifted endorsement through Schoology for district teachers which includes two classes on differentiation based on the most current research on differentiation best practices. Our department also sponsors attendance at local training available through the Pima County Schools Superintendent's Office regarding meeting the needs of gifted students in the regular classroom through differentiation, as well as professional development on differentiation offered through the Arizona Association for Gifted and Talented. Gifted specialists provide training and support at their schools on differentiation including questioning and higher order thinking. Specific examples of differentiated instruction for grades 3-5 gifted students include math exemplars, literature circles, and facilitating project/problem-based learning. This also includes supporting teachers and supplying materials for flexible grouping. Gifted specialists provide opportunities for single subject acceleration in both reading and math. The gifted specialist also facilitates whole grade acceleration using the Iowa Acceleration Scale. All elementary schools have clubs that include academic and creative challenges such as: Math Madness, Odyssey of the Mind, and competitive chess. Principals in our district are provided with the "Administrator Observation Form: For Classrooms with a Gifted Cluster" and "Administrator Observation Form: For All Classrooms" from the "The Cluster Grouping Handbook: How to Challenge Gifted Students and Improve Achievement for All" by Susan Winebrenner and Dina Brulles. This tool helps principals understand how to determine if differentiation is happening in classrooms.

209

Amphitheater School District #10
Gifted Scope and Sequence 2025

How do you differentiate instruction (pace and pedagogy) to 6-8 students? Please list several sample activities to illustrate your description.	• Training for teachers in flexible instructional groups • Provide for acceleration through extended literature, novels, math word problems, graph interpretation etc. • Develop an honors curriculum for gifted students Establish a rubric for the pedagogy to be appropriately applied for this level • Use real world connections, simulations, Mock Trial, etc.	Amphitheater Public Schools supports data-driven instruction and differentiation for all students. Our gifted education department offers a self-paced online pathway for gifted endorsement through Schoology for district teachers which includes two classes on differentiation based on the most current research on differentiation best practices. Our department also sponsors attendance at local training available through the Pima County Schools Superintendent's Office regarding meeting the needs of gifted students in the regular classroom through differentiation, as well as professional development on differentiation offered through the Arizona Association for Gifted and Talented. Gifted specialists provide training and support at their schools on differentiation including questioning and higher order thinking. Specific examples of differentiated instruction for grades 6-8 gifted students include: <u>Provided by the gifted specialist:</u> Humanities for Gifted uses advanced high school and college level text, higher order thinking and discussions, historically gifted mentor exemplars and complex tasks, and products to support deeper understanding of societal motivation, the arts and sciences within historical contexts. <u>Provided by the middle school and supported by the gifted specialist:</u> Acceleration in math offering Algebra I and Geometry for high school credit, advanced language arts, advanced science and STEM classes, and academic challenges such as Odyssey of the Mind, Math Counts and Academic Pentathlon. Middle schools offer leadership and service-learning opportunities such as the National Junior Honor Society. Principals in our district are provided with the "Administrator Observation Form: For Classrooms with a Gifted Cluster" and "Administrator Observation Form: For All Classrooms" from the "The Cluster Grouping Handbook: How to Challenge Gifted Students and Improve Achievement for All" by Susan

		Winebrenner and Dina Brulles. This tool helps principals understand how to determine if differentiation is happening in classrooms.
How do you differentiate instruction (pace and pedagogy) for 9-12 students? Please list several sample activities to illustrate your description.	• Training for teachers in flexible instructional groups • Provide for acceleration through extended literature, novels, math word problems, graph interpretation etc. • Provide AP/IB coursework for student Establish a rubric for the pedagogy to be appropriately applied for this level s	As stated above, our district supports data-driven instruction and differentiation for all students. Amphitheater Public Schools supports data-driven instruction and differentiation for all students. Our gifted education department offers a self-paced online pathway for gifted endorsement through Schoology for district teachers which includes two classes on differentiation based on the most current research on differentiation best practices. Our department also sponsors attendance at local training available through the Pima County Schools Superintendent's Office regarding meeting the needs of gifted students in the regular classroom through differentiation, as well as professional development on differentiation offered through the Arizona Association for Gifted and Talented. Specific examples of differentiated instruction for high school gifted students include: Provided directly by the gifted specialist at each high school: • Differentiated instruction in REACH Honors English 9, 10, and 11. The course differentiates content, process, and product based on students' ability levels, areas of interest, and achievement levels. • Seminars and workshops delivered through Pre-AP English classes in 9th and 10th grades at one high school. The topics of these push-in presentations address stress management, perfectionism, planning for academic and career goals, test taking strategies, and resume development. • Honors Seminar course (grades 11 or 12) College and career research, advanced internship, community leadership and entrepreneurial opportunities, resume and interview skills development. Ethics in careers. • Honors Capstone course (grade 12) Continued internship, community leadership and entrepreneurial options. College applications and essays, scholarships, career connections and mentorships, planning for college, creating a capstone project of personal significance.

211

Amphitheater School District #10
Gifted Scope and Sequence 2025

		• Individualized interventions and extensions to the standard program. Provided by the high school and supported by the gifted specialist: • Honors, pre-AP, and AP coursework at all our high schools. One high school offers Cambridge University Diploma Program. A second high school offers an International Baccalaureate Diploma and Certificate Program. Another high school offers dual enrollment courses. All high schools also have online learning options that allow gifted students to have more flexible learning options and schedules. Principals in our district are provided with the "Administrator Observation Form: For Classrooms with a Gifted Cluster" and "Administrator Observation Form: For All Classrooms" from the "The Cluster Grouping Handbook: How to Challenge Gifted Students and Improve Achievement for All" by Susan Winebrenner and Dina Brulles. This tool helps principals understand how to determine if differentiation is happening in classrooms.
What curricular materials do you use for grades K-2? Be specific.		• Open Minds, Open Doors • Junior Great Books • Math Exemplars • Odyssey of the Mind • InterAct Simulations • William and Mary Units • Engineer Throughout the Year • Engineering is Elementary • Fairytale STEM • Hand to Mind STEM kits • Picture Perfect STEM • Think Law • Thrively
What curricular materials do you use for grades 3-5? Be specific.		• Junior Great Books • Math Exemplars • Odyssey of the Mind • InterAct Simulations

		• William and Mary Units • Engineer Throughout the Year • Engineering is Elementary • How to be a Durable Person • Hand to Mind kits • Ozobots • Makey Makey kits • Think Law • Thrively • Byrdseed TV • "Hands On Literacy Grades 4 and 5" by Mark Hess • "Social Emotional Learning Grades 3, 4, 5" by Mark Hess • "Real World Math Projects Grades 4-5" by Mark Hess
What curricular materials do you use for grades 6-8? Be specific.		• Teaching Tolerance Units • We the People Curriculum • iCivics Curriculum • CNN10 (student news) • Perfection Learning Anthology of Primary Sources • Math Counts • Odyssey of the Mind • Common Lit Leveled Readings • Dr. Shelagh A. Gallagher Problem Based Learning Units • Historical Documentaries • Academic Pentathlon • Think Law • Thrively • "Hands On Literacy Grade 6" by Mark Hess
What curricular materials do you use for grades 9-12? Be specific.		• Advanced Placement Content • International Baccalaureate Content • Cambridge University Content • Academic Decathlon • Odyssey of the Mind Materials • Gregorc Inventory of Learning Style

213

		• Success for Teens Materials • Ikigiai Books • Various novels, graphic novels, films, short stories, poems, and visual representations of text specifically chosen by each site to meet the needs of their gifted population. • Think Law • Thrively

Amphitheater School District #10
Gifted Scope and Sequence 2025

Identification

Question	Indicators	District description
Describe how your referral process for identification involves parents and staff.	• Recommendations from parents/staff • Review of records and answers on transfer forms • Announcements/newsletters to parents • Referrals from counselors, administrators or support staff • In-service training for all staff and parents • Program description provided to all stakeholders	Gifted specialists provide information on gifted identification at school open house nights, faculty meetings, school newsletters, and district- and school-based websites. Referrals for gifted identification are solicited by parents, all staff members, peers, and students themselves. Gifted specialists also review achievement data including NWEA MAP scores (2nd-10th), ACT Aspire and ACT scores, PSAT and SAT scores (9th ,10th, and 11th) and AASA (3rd-8th) results to identify possible candidates for testing. 215 Gifted Education Coordinator updates the district student information system so that all gifted students are identified and coded on the district database, whether those students are newly identified in our district, moving within our district, or transferring from another district. In addition, our department implements screening using the Cognitive Abilities Test in every second-grade classroom across the district. Gifted Education Coordinator makes sure that all stakeholders are aware of our district's program description located on the district REACH/Gifted website.
Describe your process for the identification of K-12 gifted students, including how your process addresses the variety of student environmental backgrounds.	• Use a matrix for underrepresented students including at risk, ELL and equity compared to school population • AzM2 Scores • Use of nonverbal tests • Multiple measures • Personal interviews • Performance in honors/AP/IB classes	All students referred and eligible for testing are tested using the Cognitive Abilities Test, a state approved test, for verbal, quantitative, and nonverbal reasoning ability. Students who are English Language Learners or at-risk are evaluated on a Multiple Criteria Checklist. District-wide second grade screening occurs in the 1st semester. Gifted specialists review Waterford Assessment of Core Skills (WACS) scores to identify early readers in K-1 and refer them for testing.

Amphitheater School District #10
Gifted Scope and Sequence 2025

	• Service 97%, but what about 96,95, 94 and others	Gifted specialists review NWEA MAP scores, ACT Aspire and ACT scores, PSAT and SAT scores (9th, 10th, and 11th grade), and AASA (3rd-8th) results of students in grades 2-11. The K-1 enrichment program is designed to identify possible candidates for testing. Students who have participated in gifted programs and are new to our district are: • Placed immediately and permanently if they meet state gifted identification criteria (97th percentile and above). • Placed immediately and provisionally on a one-year basis in our program and that placement goes through a review process that may include additional testing. Twice-exceptional students who are identified by the school or private practice psychologist or special education resource teacher using a state approved test are placed in our program if their scores indicate a need for gifted services.

Please list all the testing instruments and data points you use for gifted student identification and explain why you chose these instruments.	• CogAT, Raven, Naglieri
	• Students' grades
	• Gifted Characteristics Checklists
	• Student, teacher, parent input
	• State approved testing list
	• Standardized Testing results
		Identification instruments include:
		• K-11: Cognitive Abilities Test as it aligns with the state's Universal Screening program at grade 2, and any other state approved test proctored by a psychologist.
		• Multiple Criteria Checklist in an effort to cast a wider net:
		  ○ For English Language Learners, at-risk and students with CogAT scores in the 87th – 93rd percentile
		  ○ May include the Ravens Progressive Matrices, rapid language acquisition, ability test and achievement data (WACS, DRA, NWEA MAP, ACT Aspire, ACT, PSAT, SAT, and AASA), and recognition of student status as English Language Learner (ELL) or having an at-risk condition.
		• Use of local norms at the building level at five of our district's most marginalized sites.

How do you inform parents and staff of your referral and identification process?	• Formal letters to parents • Parent informational meetings, conferences • School newsletters/website	Formal letters are sent to parents requesting permission to test. Testing dates are published in school newsletters, email bulletins, district and school websites, and in school offices. Gifted specialists publicize testing at site-based parent meetings and at parent/teacher conferences as appropriate.

Amphitheater School District #10
Gifted Scope and Sequence 2025

Once eligibility is determined, how do you inform parents of the decision and then handle an appeal of that decision?	• Formal letters • Focus on data • Parent meetings • Meeting with teacher. Principal and Gifted Director	Parents are sent a formal placement letter within four weeks of testing. Student Narrative Profiles provided by Riverside Insights are included with the formal placement letter. Gifted specialists are available for parent conferences as requested. If a parent appeals, the Gifted Education Coordinator will conference with the parent/s. Possible outcomes are sharing additional information on giftedness and identification, further testing, and a suggestion of outside testing.

Amphitheater School District #10
Gifted Scope and Sequence 2025

Social and Emotional Development		
Question	**Indicators**	**District description**
How do you provide for the unique affective needs of your gifted students K-5?	• Grade level seminars to train teachers • Coordination of affective activities • Experiential learning approach • Provide common learning seminars for gifted students by grade level using pull out, cluster or self-contained configurations • Use peer tutoring, cooperative leaning strategies • Establish a parent support group	A strand of the instruction provided throughout the K-12 gifted education curriculum is "Learn More About Myself and Others as Gifted Learners". At each level, developmentally appropriate lessons are provided by the gifted specialist based on site needs. In elementary school, these lessons are also provided through Thrively playlists accessible to identified gifted students anywhere, anytime. Topics include: • Habits of Mind • Gifted Intensities • Exploration of Strengths and Weaknesses • Emotional Intelligence • Emotional Life Skills • Managing Impulsivity • The Power of Self Control • Howard Gardner's Multiple Intelligences • Perfectionism • Well-Being Check-Ins Specific strategies to facilitate social-emotional growth of K-5 gifted students are delivered through REACH Pull-Out classes taught by gifted specialists. Gifted specialists provide information, training, and materials to cluster classroom teachers that focus on gifted students' affective needs during their regular meeting with cluster classroom teachers.
How do you provide for the unique affective needs of your gifted students 6-8?	• Incorporate specific activities into an honors program • Experiential learning approach • Provide common learning seminars for gifted students by grade level such as a humanities class • Establish a parent support group	A strand of the instruction provided throughout the K-12 gifted education curriculum is "Learn More About Myself and Others as Gifted Learners". At each level, developmentally appropriate lessons are provided by the gifted specialist based on site needs. In middle school, these lessons are also provided through Thrively playlists accessible to identified gifted students anywhere, anytime. Topics include:

Amphitheater School District #10
Gifted Scope and Sequence 2025

		• Habits of Mind • Gifted Intensities • Exploration of Strengths and Weaknesses • Emotional Intelligence • Emotional Life Skills • Managing Impulsivity • The Power of Self Control • Howard Gardner's Multiple Intelligences • Perfectionism • Well-Being Check-Ins • Strengthening Hope Pathways Specific strategies to facilitate social-emotional growth of 6-8 gifted students are delivered through the REACH (gifted) Humanities classes taught by gifted specialists during Self Awareness Wednesdays. Gifted specialists work with school counselors and follow student achievement data and provide intervention strategies as appropriate. Alternative education possibilities are presented to students as needed.
How do you provide for the unique affective needs of your gifted students 9-12?	• Develop gifted student learning groups to share experiences • Assign a counselor to work with gifted students • Seminars to train teachers, counselors and administrators • Concurrent/dual enrollment possibilities tied to AP and IB • Establish a parent support group	A strand of the instruction provided throughout the K-12 gifted education curriculum is "Learn More About Myself and Others as Gifted Learners". At each level, developmentally appropriate lessons are provided by the gifted specialist based on site needs. In high school, these lessons are also provided through Thrively playlists accessible to identified gifted students anywhere, anytime. Topics include: • Habits of Mind • Gifted Intensities • Exploration of Strengths and Weaknesses • Emotional Intelligence • Emotional Life Skills • Managing Impulsivity • The Power of Self Control • Howard Gardner's Multiple Intelligences

		• Perfectionism • Well-Being Check-Ins • Hope Strengthening Pathways Specific strategies to facilitate social-emotional growth of high school gifted students are delivered through REACH (gifted) Honors English 9, 10, and 11, REACH (gifted) Seminars for 9th/10th graders at one high school. Honors Seminar and Capstone classes for 11th/12th graders. Topics include gifted brain function, gifted intensity, stress management, perfectionism, procrastination, understanding personal characteristics as they relate to career pathways and choices. Dual enrollment is offered at one high school, IB is offered at another high school, and Cambridge University is offered at another high school. Gifted specialists work with school counselors to provide intervention strategies as appropriate. Alternative education possibilities are presented to students as needed. Gifted specialists at this level work individually with students and parents to provide support and understanding of giftedness and related issues.
What specific orientation activities do you provide for parents and teachers regarding gifted students affective needs?	• Grade level seminars to train teachers • Provide literature about the unique needs of gifted students to teachers/parents • Conduct locally developed gifted parent nights	Gifted Education Coordinator facilitates a REACH Information Night for all families of identified gifted learners during the third quarter. Information and resources regarding gifted students' affective needs are shared. The gifted education department offers a self-paced online pathway for gifted endorsement through Schoology for district teachers that includes classes on gifted characteristics including asynchronous development, the unique social and emotional needs of gifted learners, and perfectionism. Parents and teachers are encouraged to attend the REACH Parent Teacher Institute, the Southern Arizona Gifted Network Parent Teacher Institutes, and the AAGT Parent Institute, all of which include presentations on gifted affective needs.

220

Amphitheater School District #10
Gifted Scope and Sequence 2025

		Each gifted specialist has a lending library for parents and teachers to access with books on gifted children and their needs.
How do you monitor, identify and provide assistance to "at risk" gifted students?	• Create an open-ended referral process for parents, students and teachers • Provide counseling services on an as needed basis • Develop alternate approaches for students in high school to earn credit • Competency testing in core subjects to allow students to "move-on"	Gifted specialists at each site work with the principal, special education teacher, school psychologist, social worker, school counselor, and family advocate in order to meet the varying needs of at-risk gifted students. These needs may include family/individual/group counseling, food/utilities/rent assistance, and referral to the Arizona Department of Child Safety. Gifted specialists are aware of the site-based at-risk teams (also called student study teams) and serve on those teams. Academic counseling is available in high school to help students enroll in community college classes, various district alternatives, and flexible programming options. Underserved populations are provided with one-on-one college application and scholarship support. Our district is implementing a Personalized Competency Based Learning model, which supports pre-assessment and curriculum compacting.

221

Amphitheater School District #10
Gifted Scope and Sequence 2025

Professional Development		
Question	**Indicators**	**District description**
How do you regularly provide opportunities for regular classroom teachers and gifted teachers to receive specialized training about working with gifted students?	• In-service training, staff development, professional learning communities • Fund attendance at conferences, workshops and training in gifted education • Provide instructional materials for gifted learners • Join the Arizona Association for Gifted and Talented (AAGT) • Teachers develop personal professional growth plans	Gifted specialists and regular classroom teachers are given opportunities to attend the NAGC Convention, the AAGT Conference, the REACH Parent Teacher Institute, regional gifted conferences, and specialized training about working with gifted students. Our gifted education department offers a self-paced online pathway for gifted endorsement through Schoology for district teachers that includes classes on defining and identifying giftedness, gifted characteristics including asynchronous development, the unique social and emotional needs of gifted learners, different areas of giftedness (verbal, quantitative, nonverbal), instructional strategies to support each area of giftedness (verbal, quantitative, nonverbal), differentiation, brain based learning strategies, creative problem solving, equity in gifted education, passion projects/genius hour, Depth and Complexity prompts, perfectionism, and twice exceptionality (18 hour workshop). Our department also sponsors attendance at local training available through the Pima County Schools Superintendent's Office regarding meeting the needs of gifted students in the regular classroom, as well as professional development offered through the Arizona Association for Gifted and Talented. Gifted specialists and regular classroom teachers are provided with tuition support (by request) to work toward gifted endorsement by participating in the gifted endorsement courses offered through Pima County Schools Superintendent's Office GiftED program. The Effective Teaching Conference for new hires to the district includes a Gifted Services overview and a "Meeting the Needs of Twice Exceptional Learners" class. Gifted specialists provide training for the entire staff at their sites on gifted education topics including differentiation, twice exceptionality, and other topics once per semester each year.

Amphitheater School District #10
Gifted Scope and Sequence 2025

		Elementary gifted specialists meet with cluster classroom teachers regularly to share instructional strategies to meet the needs of gifted learners in the regular classroom.
Please list the titles of the training you conducted last year and those planned for the current year.	• Characteristics of the gifted learner • Instructional needs of the gifted learner • How to differentiate instruction to meet gifted learners needs • Identifying the gifted learner • The meaning of gifted testing results	**SY 2023-2024:** • Effective Teaching conference for new hires "Strengths Based Approach to Learning to Meet the Needs of Twice Exceptional Learners." • REACH Department meeting for all gifted specialists. Principals and governing board members attended Jason McIntosh's Depth and Complexity/Kaplan Model presentation during the meeting. • REACH Parent and Teacher Institute "Asynchronous Development and Gifted Topics" presented by Dr. Paul Beljan. • Gifted endorsement classes offered in-person and online that include classes on defining and identifying giftedness, gifted characteristics including asynchronous development, the unique social and emotional needs of gifted learners, different areas of giftedness (verbal, quantitative, nonverbal), instructional strategies to support each area of giftedness (verbal, quantitative, nonverbal), differentiation, brain based learning strategies, creative problem solving, equity in gifted education, passion projects/genius hour, Depth and Complexity prompts, perfectionism. • Strategies to Support Twice Exceptional Learners workshop by Emily Kircher-Morris offered in-person. • Odyssey of the Mind Coaches' and Judges' Training • First semester Gifted Education professional development workshop "Strengths Based Approach to Learning to Meet the Needs of Twice Exceptional Learners" presented by gifted specialists at each site. • Second semester Gifted Education professional development workshop "Differentiation in the Regular Classroom" presented by gifted specialists at each site. • "Creating a Neurodiversity Affirming Classroom" presentation by Gifted Education Coordinator for Special Education Facilitators, 504 Coordinators, School Counselors, Social Workers, and School Psychologists.

223

		• REACH Information Night for all families of identified gifted learners in our district (teachers invited) that included information on giftedness, neurodivergence, twice exceptionality, the meaning of gifted testing results, characteristics of gifted learners, district gifted program description, and instructional and affective needs of gifted learners. All of the information came from the district REACH/Gifted website. Participants learned how to navigate the site to access all of the information shared. • High School REACH Information Night for all families of identified gifted students in grades 8-11 that included district gifted programs offered at the high school level including advocacy by gifted specialists for gifted students. • Inquiry training facilitated by Gifted Education Coordinator and presented to Middle School and High School Social Studies Department Chairs and All Team (principals, coordinators, cabinet members, and district department leaders. **SY 2024-2025:** • Effective Teaching Conference for new hires to the district "Meeting the Needs of Twice Exceptional Learners." • REACH Department meeting for all gifted specialists. Principals and governing board members are invited to attend the Think Law and Thrively Onboarding presentations during the meeting. Instructional strategies for gifted learners will be shared during the meeting. • REACH Parent and Teacher Institute "Letters to Young Gifted Learners," "Winning the Executive Function Game," and "Building Effective Self Esteem" presented by Lisa Van Gemert, the Gifted Guru • Gifted endorsement classes offered online that include classes on defining and identifying giftedness, gifted characteristics including asynchronous development, the unique social and emotional needs of gifted learners, different areas of giftedness (verbal, quantitative, nonverbal), instructional strategies to support each area of giftedness (verbal, quantitative, nonverbal), differentiation, brain based learning

		strategies, creative problem solving, equity in gifted education, passion projects/genius hour, Depth and Complexity prompts, perfectionism. • Strategies to Support Twice Exceptional Learners workshop by Emily Kircher-Morris offered online. • Odyssey of the Mind Coaches' and Judges' Training • First semester Gifted Education professional development workshop "Visual Thinking Skills/Nonverbal Brilliance" presented by gifted specialists at each site. • Second semester Gifted Education professional development workshop (based on site needs) presented by gifted specialists at each site. • REACH Information Night for all families of identified gifted learners in our district (teachers invited) that included information on giftedness, neurodivergence, twice exceptionality, the meaning of gifted testing results, characteristics of gifted learners, district gifted program description, and instructional and affective needs of gifted learners. All of the information came from the district REACH/Gifted website. Participants learned how to navigate the site to access all of the information shared. • High School REACH Information Night for all families of identified gifted students in grades 8-11 that included district gifted programs offered at the high school level including advocacy by gifted specialists for gifted students.
How have your training events targeted the needs of administrators, counselors, psychologists and support staff?	• Specific training events that illustrated for administrators how to support gifted education in their schools • Training for counselors in the social and emotional needs of the gifted learner • ADE sponsored training on school improvement	Jason McIntosh's Depth and Complexity Kaplan Model presentation illustrated for administrators how to use the Depth and Complexity prompts to support gifted education in their schools by implementing higher order question stems for each content area. Inquiry presentation by Gifted Education Coordinator illustrated for administrators how to use Inquiry to support gifted education in their schools by implementing inquiry-based practices that increase rigor. "Creating a Neurodiversity Affirming Classroom" presentation for Special Education facilitators, 504 Coordinators, School Counselors, Social Workers,

225

		and School Psychologists included training on the social and emotional needs of the gifted learner.
Describe the feedback received from post training evaluations. What did the participants say about the effectiveness?		Participant feedback for the REACH Parent Teacher Institute is consistently positive. Participants approach me after each Institute often in tears thanking me for providing information that helped them better understand their gifted child and themselves. The feedback indicates ongoing support for this type of service for parents and teachers. REACH Information Night and High School REACH Information Night feedback is consistently positive. Participants comment on how helpful the information is. The feedback indicates ongoing support for this type of service for parents and teachers. Many parents and families participate in Odyssey of the Mind trainings and consistently return year after year. Consistent participation indicates ongoing support for this type of service for parents and teachers. The feedback for the Gifted Education professional development workshops at each site once a semester has been consistently positive. Teachers and principals have commented on how helpful the information is. The feedback indicates ongoing support for this type of service for teachers. The feedback for the "Strategies to Support Twice Exceptional Learners" is consistently positive. Participants include resource teachers, classroom teachers, gifted specialists, school psychologists and counselors, instructional support coaches, and social workers. Participants commented on how the workshop helped them to better understand all of the learners in their classroom/school setting. The feedback indicates ongoing support for this type of service for teachers.

Amphitheater School District #10
Gifted Scope and Sequence 2025

Parent and Community Involvement

Question	Indicators	District description
How do you make your program philosophy, goals and recruitment procedures available to all parents?	• Provide parents with a gifted handbook for working with the district • Open house for gifted parents • Web site for gifted students and parents • Parent – teacher conferences	Information about our gifted program is provided at each school, on gifted specialists' websites, and on the district website. Our department has provided three district-wide community-based meetings for parents on gifted identification, traits on gifted students, and district services for gifted-identified students. Gifted specialists participate in Open Houses at their sites, as well as hosting a meeting for parents of identified gifted students. Gifted specialists at elementary schools participate in school-wide parent-teacher conferences as available and schedule separate conferences as needed.
How do you provide access to your scope and sequence for all parents?	• Gifted scope and sequence distributed to all gifted parents, available in all school offices and website	Our scope and sequence is available at each site through the gifted specialist and the principal at every school. It is also posted on our district website.
Describe how you incorporate parents into a support or advisory group.	• Write letters of invitation to all gifted parents to join our group • Develop a regular schedule of meetings, posted on website or in newsletter • Provide opportunities to hear and converse with gifted guest speakers	The gifted department recently engaged parents, students, teachers, and community members in a "redesign process" that included surveys and analysis for program improvement. We are investigating the development of a district-wide parent group. We provide district wide parent information events based on specific parent needs. Parents are encouraged to participate in the local REACH Parent Teacher Institute, the Southern Arizona Gifted Network Regional Parent Teacher Institutes, and the AAGT Parent Institute featuring nationally recognized gifted guest speakers. The Gifted Education Coordinator facilitates a parent group book study for parents of twice-exceptional students using the book, "Raising Twice-Exceptional Children", by Emily Kircher-Morris. The group meets monthly via Zoom.
How do you involve parents and the gifted community in	• Surveys, personal interviews, town hall type meetings	Gifted specialists conduct student and parent surveys at the end of each year to determine the effectiveness of the gifted education program.

227

the evaluation of your program?	• Site council agenda item • End of year presentations	Gifted Education Coordinator presents at Governing Board meetings at the end of each school year to showcase our district's gifted education program.

Amphitheater School District #10
Gifted Scope and Sequence 2025

Program Assessment

Question	Indicators	District description
What data sources do you use to assess your programs effectiveness?	• Surveys from parents, students and teachers • Standardized test scores • AIMS performance scores • Terra Nova performance scores • Arizona Learns "Z" scores • AP/IB scores	Data sources used to assess our program's effectiveness include: • AZSCI and AASA scores • WACS – Waterford Assessment of Core Skills • Measurement of Academic Progress (NWEA MAP) • AP participation numbers and scores • Specific site-based scholar recognition • End of year surveys from students and parents
Describe how you use test data, both norm referenced and criterion referenced in your evaluation process.	• Track progress of gifted students year to year individually • Compare scores of gifted students with the rest of the population to assess differences • Students class grades compared to identification scores	Gifted specialists analyze achievement data from a variety of sources depending on the grade level of the students on their caseload including: • WACS data in grades K, gathered continually to follow student progress in reading. • AZSCI and AASA data in grades 3-8 to determine if students are "highly proficient" in their area of giftedness. • NWEA MAP data in grades 2-10, gathered three times a year to follow student progress ensuring that mid-year and end-of-year growth goals are obtained. Our district has compared (and will continue to compare) scores of gifted students with the rest of the population to assess differences. • IB/AP/Honors participation and scores, as well as scholar status at the high school level. • Proficiency level in subject area that directly relates to students area/s of giftedness ensuring that students' abilities match their achievement levels.
How do you use informal measures like surveys, open forums and teacher interviews to gather data?	• Look for trends, common strengths, weaknesses, areas for improvement in parent surveys • Direct observation of the program in action	Gifted specialists conduct student and parent surveys at the end of each year to determine the effectiveness of the gifted education program by looking for trends, common strengths, weaknesses, and areas for improvement. The Gifted Education Coordinator will visit each site once per semester to directly observe the gifted education program in action.

229

Amphitheater School District #10
Gifted Scope and Sequence 2025

What are your key indicators that your program is positively affecting students?	• Student interest, excitement with the program • Parental positive feedback • Students test score analysis • Stays with the program, no dropouts • Regular attendance in class	Key indicators that our program is positively affecting students include: <u>Quantitative Data:</u> • Percentage of identified gifted students actively participating in gifted education program options. • Attendance rate on Elementary REACH Pull-Out days. • Percentage of gifted students participating in one or more differentiated/acceleration options. • Percentage of gifted students demonstrating success through AP, Cambridge University, and IB results, and college and scholarship acceptance. • Percentage of gifted students scoring at, or above grade level as measured by achievement data based on state and district instruments. <u>Qualitative Data:</u> • Positive comments from parents to classroom teachers, building administrators, and district personnel. • Student and parent survey results. • Student comments. • Site staff comments.
Describe the performance standards you have for all gifted students.	• Meets or exceeds on annual AIMS assessment • Meets the individual learning goals established for the students • The gifted population demographics must reflect the same picture as the total school population	Gifted students will: • be “highly proficient” in their area/s of giftedness and at least be “proficient” in other areas on AASA in grades 3-8. • meet or exceed the annual growth target on NWEA MAP testing in grades 2-10. • meet or exceed the annual target growth as set by IEPs for twice-exceptional students. • participate in advanced course work in their area/s of giftedness. • demonstrate achievement performance on AP, IB and CLEP tests. • demonstrate growth in problem solving, critical and creative thinking and social emotional understanding as measured by program developed rubrics and continuums. • reflect the demographics of their school’s total population.

230

REACH Scope and Sequence 2025 Revisions

Tassi Call, Associate Superintendent for Elementary Education

Vanessa Hill, Gifted Education Coordinator

REACH Vision, Mission and Values

REACH Vision: We envision schools in which giftedness and high potential are recognized, valued, and nurtured to support children from all backgrounds in achieving their personal best and contributing to their local and global communities.

REACH Mission: To support intellectual, academic, creative, social and emotional development of our gifted students and our advanced learners, ensuring they receive an appropriate and engaging gifted education, all day and every day, according to their abilities and potential.

REACH Values: We value diversity, creativity, curiosity, diligence, honesty, caring, fairness, respectfulness, achievement, responsibility and service to the community.

REACH Gifted Services

Scope and Sequence Components (ARS 15-779)

- Program Design
- Identification
- Curriculum and Instruction
- Social and Emotional Development
- Professional Development
- Parent and Community Involvement
- Program Assessment

AMPHITHEATER
Public Schools

Changes to our programing

Program Design

- Addition of REACH Honors English 9, 10, and 11.
- Humanities focus shift to a "Gifted experience through the lens of Social Studies" with the incorporation of Self-Awareness Wednesdays.

Identification

- Grade 2 Universal Screening using the Cognitive Abilities Test. Paid for by the Arizona Department of Education.
- Online Cognitive Abilities Test grades K-11 to eliminate human error.
- Use of local norms at the building level at five schools.

Curriculum and Instruction

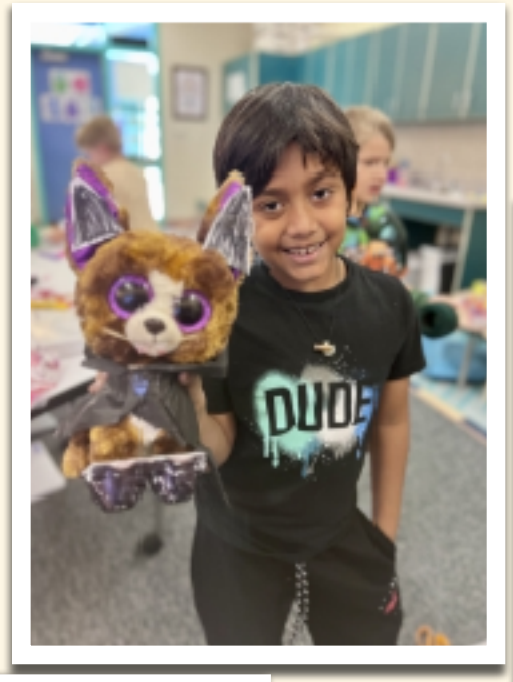
- Implementation of Think Law curriculum grades K-12.
- Implementation of Thrively Strengths Based Learning online curriculum grades K-12.
- Implementation of Honors English curriculum to meet the needs of our nonverbally gifted and twice-exceptional learners.
- Implementation of Depth and Complexity Prompts K-12.

Social and Emotional Development

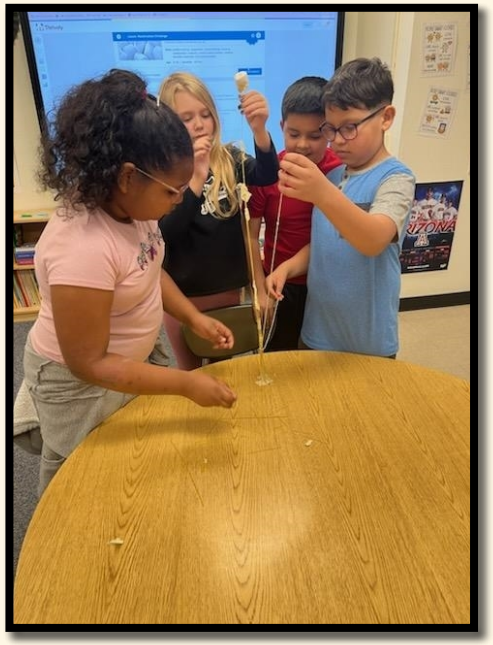
- Implementation of Thrively Strengths Based Learning online curriculum grades K-12 (Hope Index quarterly or each semester and Well-Being check-in weekly).

AMPHITHEATER Public Schools

Think Law



Thrively



Professional Development

- "Strategies to Support Twice-Exceptional Learners" Emily Kircher-Morris three-day facilitator-led workshop
- Jason McIntosh Ph.D. Kaplan Model presentation 08/23
- Think Law and Thrively onboarding presentations 08/24
- REACH Parent Teacher Institute Emily Kircher-Morris 09/22, Dr. Paul Beljan 09/23, Lisa Van Gemert 09/24
- Arizona Association for Gifted and Talented Conference 2020-2024
- National Association for Gifted Children Convention 2022-2024
- Arizona Association for Gifted and Talented Summer Seminar Series 2022-2023
- Gifted Endorsement In-Person Classes 2023-2024
- Gifted Endorsement Schoology Course established 2024

AMPHITHEATER Public Schools

Professional Development Continued

- Southern Arizona Regional Gifted Parent Teacher Institute 2022-2024
- "Strategies to Support Twice-Exceptional Learners" In-Person Classes 2022-2024
- "Strategies to Support Twice-Exceptional Learners" Schoology Course established 2024
- Inquiry presentation by Gifted Education Coordinator 2024 (All Team, Secondary Social Studies Textbook Adoption Committee, Elementary and Secondary CoP Meetings)
- "Creating a Neurodiversity Affirming Classroom" presentation by Gifted Education Coordinator 2023 (Special Education facilitators, 504 Coordinators, School Counselors, Social Workers, and Psychologists)

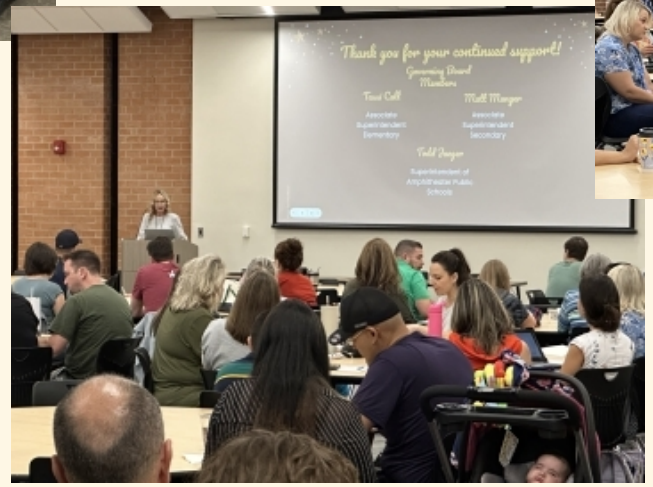
Parent and Community Involvement

- REACH High School Information Night 2023-present
- REACH Information Night 2024-present
- REACH Parent Teacher Institute 2022-2024
- Southern Arizona Regional Gifted Parent Teacher Institute 2022-2024
- Arizona Association for Gifted and Talented Parent Institute Virtual Learning Opportunities 2024
- Book Study for Parents "Raising Twice-Exceptional Children" by Emily Kircher-Morris 2024

Program Assessment

- End-of-year Exit Surveys for Parents and Students 2025

REACH Institutes



REACH High School Information Night

AAGT Conference
NAGC Convention

Depth and Complexity Workshop

SAGN Institute

Questions?

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: December 10, 2024

TITLE: Adoption of New Policy System: Chapter 4

BACKGROUND: Amphitheater Public Schools, like most school districts across the state has subscribed to a policy system for the development, maintenance and recording of Governing Board policies and administrative regulations. For the past three decades, the District subscribed to the service provided by the Arizona School Boards Association (ASBA) and the National School Boards Association.

In the early spring of this year, the Governing Board provided direction that the District move to a new policy system provided by the Arizona School Risk Retention Trust (the Trust), which is the entity providing liability and other insurance coverages to school districts throughout the state, including Amphitheater. The new policy system is developed by attorneys with expertise in Arizona school law and offers many significant benefits, including a much lower cost to the District and a more timely receipt of newly required policies and procedures.

The administration has been pursuing the conversion process, whereby existing policies under the ASBA system are correlated with those available under the new Trust system. Because many of the ASBA policies are copyrighted, the conversion cannot be as simple as a "cut and paste" of all content from one system into the other. Instead, the transfer process has been painstaking, given the sheer number of policies and regulations, let alone the detailed language contained in most policies.

The Governing Board has previously adopted Chapters 1, 2 and 3 of the new policy system following the conversion work. And a few weeks ago, the entirety of Chapter 4, in draft form, was sent to the Board for advance review. Chapter 4 was arguably the most time consuming of the conversion policy bodies, because much of the former personnel related policies (of which Chapter 4 is mostly composed) were customized policies, often derived from the Meet and Confer policy process.

Chapter 4 is attached and presented for adoption as one body of policy related documents. These attached documents contain both policy and regulation documents. Only the former require Governing Board approval, but the entire system (to include regulation and exhibit documents) is presented so that the Board has a complete picture of the system.

Following the Governing Board's adoption, the District Administration will work with the Trust's policy services personnel to conduct further reconciliation of the combined Trust system documents with the incorporated and original Amphitheater policy documents. Following that process, further action by the Board to finalize policy language may be necessary. Board action is required for the final adoption of Chapter 5 – in January.

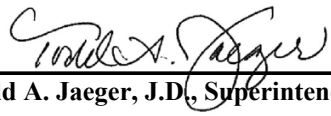
The timeline necessitated by wholesale replacement of the District's policy system does not lend itself to a more exacting, policy-by-policy review and adoption process. The termination of the

contractual policy relationship with ASBA creates an urgency for conversion due to copyright issues, as well as our current inability to publish our policies online for easy access by the public and staff.

Therefore, the Administration is proposing adoption of Chapter 4 in one meeting so that the policies can be published as soon as possible and because the vast majority of this chapter is the very same language as before.

RECOMMENDATION: The Superintendent recommends adoption of the presented Chapter 4 of the Trust's policy system, as customized, modified and refined by the Administration and The Trust for Amphitheater purposes.

INITIATED BY: **Date: December 4, 2024**



Todd A. Jaeger, J.D., Superintendent

4-100 Personnel Policies

The personnel policies of the District are an essential part of the program of public education in the community. The philosophy of the District and the community is generally reflected in these policies.

Through its personnel policies, the Governing Board wishes to establish conditions that will attract and hold the highest qualified personnel for all positions who will devote themselves to the education and welfare of the students.

Policy development must be approached with attitudes of mutual faith and goodwill. Cooperation and participation of the administration and the Governing Board are essentials in the formulation of personnel policies. If the predominant values and standards are based upon a democratic philosophy, the personnel policies and regulations will add to the dignity of each individual.

Provisions for the implementation of adopted personnel policies should include channels of communication and procedures for the handling of professional and ethical problems, through which all persons or groups affected may voice their opinions.

To keep the District's personnel policies and the corresponding administrative regulations in the highest state of effectiveness to achieve the above purposes, the Superintendent is directed to establish the procedures needed.

All rights and privileges of employment set forth in District policy and in any regulations promulgated pursuant thereto are subject to change by the Governing Board and shall not for any purpose be construed as granting future vested rights to employees except as to those rights already vested. The Governing Board maintains and reserves the right to modify any of the policies and regulations of the District.

In the event of any ambiguity contained in any District policies or in any regulations promulgated pursuant thereto, the interpretation and the construction or interpretation of the Governing Board or its designee shall control the applications thereof.

Appointment and Conditions of Employment

General employment policies regarding vacations, leaves of absence, resignation, reemployment, duties, hours, and other matters related to the nature of each position and specifically noted herein are determined by the Board upon recommendation by the Superintendent.

The Superintendent or the Superintendent's designee shall inform all employees of the locally assigned and legal constraints related to their positions, monitor each employee's adherence to those constraints, and establish work schedules, provisions

for absences, and other conditions of employment in keeping with the Governing Board's policies and current agreements with employee associations. Working conditions shall be designed to promote excellent physical and mental health of all employees as a basis for full productivity.

Adopted:

Legal Authority:

A.R.S. § 15-341

© 4-101 Board Authority to Employ

Only the Governing Board, by official action taken in a properly noticed open meeting, may hire and terminate employees and determine salaries, wages, and benefits.

The Board may non-renew the employment contracts of certificated administrators or certificated psychologists for the ensuing school year prior to April 15.

The Board shall not issue contracts of employment to certificated teachers prior to March 15.

The Board may non-renew the employment contracts of probationary teachers for a stated reason. If the stated reason is inadequate classroom performance, the District must have provided the teacher an opportunity for improvement as required by law.

The District shall conduct background checks prior to employment of personnel and shall require individuals to maintain fingerprint clearance cards as designated in state law.

Adopted:

Legal Authority:

A.R.S. § 15-502

A.R.S. § 15-503

A.R.S. § 15-538 *et seq.*

© 2024 The Arizona School Risk Retention Trust

© 4-101.A Procedure - Board Authority to Employ—Background Check

All applicants for District employment must submit to a background check as required by A.R.S. § 15-512 and A.R.S. § 15-1330.

A. Fingerprint Clearance

The District shall fingerprint all personnel as a condition of employment as required by A.R.S. § 15-512. If required by A.R.S. § 15-106, an employee shall obtain and maintain an Identity Verified Print fingerprint clearance card.

B. Pre-employment Inquiries

Before employment, the schools shall make documented, good faith efforts to contact previous employers of applicants to obtain information relevant to the individual's fitness for employment and ability to perform the essential elements of the job based upon the applicant's skills, experience, training, and education.

C. Criminal Background Disclosure

All individuals who apply for employment with the District must disclose whether the applicant has pled guilty, pled no contest, has been convicted of or is awaiting trial for any of the specific crimes listed in A.R.S. § 15-509. Applicants must disclose any proceeding in another state subject to the disclosure requirements of A.R.S. § 15-509.

Personnel required to be fingerprinted or to obtain a fingerprint clearance card shall certify and notarize on forms that are provided by the District whether the individual is awaiting trial for any of the specific crimes listed in A.R.S. § 41-1758.03, subsections B and C or 15-512 (D).

D. Arizona Department of Education Educator Information System

The District shall review the Arizona Department of Education's educator information system before employing a certificated staff member or a noncertificated person who works with students. The District shall not employ a certificated person with a suspended, surrendered, or revoked certificate or a non-certificated person who has been prohibited from employment by the State Board of Education.

Pursuant to A.R.S. § 15-534, an applicant for certification who has been disciplined in another jurisdiction shall complete the disciplinary process before that person applies for certification in Arizona. Pursuant to A.R.S. § 15-534.04, a noncertificated person who had been disciplined in another jurisdiction for immoral or unprofessional conduct must successfully complete the disciplinary process before employment by the District.

E. Record Keeping

The District shall document its pre-employment inquiries. The District's pre-employment inquiries shall remain confidential to the extent permitted by law.

© 2024 The Arizona School Risk Retention Trust

4-101.B Procedure - Board Authority to Employ—Fingerprinting Requirements

New Hires

All certificated personnel to be hired by the District shall be fingerprinted as a condition of employment, except for personnel who, as a condition of certification, are required to have a valid fingerprint clearance card.

The candidate's fingerprints shall be submitted, along with the form presented as an exhibit to this policy, immediately upon being notified of possible employment. The form shall be considered a part of the application for employment.

An expired fingerprint clearance card may be used to satisfy the fingerprint requirements of section A.R.S. §§ 5-183, 5-503, 5-512, 5-534, 15-782.02, 15-1330 or 15-1881 if the person signs an affidavit stating both of the following:

A. The person submitted a completed application to the Finger Printing Division of the Department of Public Safety for a new fingerprint clearance card within ninety (90) days before the expiration date on the person's current fingerprint clearance card.
B. The person is not awaiting trial and has not been convicted of a criminal offense that would make the person ineligible for a fingerprint clearance card.

This does not apply to a fingerprint clearance card that has been denied, suspended or revoked or to a person who has requested a good cause exception hearing.

Candidates shall certify on the prescribed notarized forms whether they are awaiting trial on or have ever been convicted of or admitted in open court or pursuant to a plea agreement committing any of the following criminal offenses in Arizona or similar offenses in any other jurisdiction:

A. Sexual abuse of a minor.
B. Incest.
C. First- or second-degree murder.
D. Kidnapping.
E. Arson.
F. Sexual assault.
G. Sexual exploitation of a minor.
H. Felony offenses involving contributing to the delinquency of a minor.
I. Commercial sexual exploitation of a minor.
J. Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.
K. Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.

L. Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
M. Burglary in the first degree.
N. Burglary in the second or third degree.
O. Aggravated or armed robbery.
P. Robbery.
Q. A dangerous crime against children as defined in A.R.S. § 13-705.
R. Child abuse.
S. Sexual conduct with a minor.
T. Molestation of a child.
U. Manslaughter.
V. Aggravated assault.
W. Assault.
X. Exploitation of minors involving drug offenses.

A person who makes a false statement, representation, or certification in any application for employment with the District is guilty of a class 3 misdemeanor.

The District may refuse to hire or may review or terminate personnel who have been convicted of or admitted committing any of the criminal offenses above or a similar offense in another jurisdiction. In conducting a review, the Governing Board shall utilize the guidelines, including the list of offenses that are not subject to review, as prescribed by the State Board of Education pursuant to A.R.S. § 15-534. In considering whether to hire or terminate the employment of a person, the Governing Board shall take into account the factors listed in A.R.S. § 15-512.

When considering termination of an employee pursuant to A.R.S. § 15-512, a hearing shall be held to determine whether a person already employed shall be terminated.

The Superintendent shall develop and implement procedures that include the following in the employment process:

A. Provide for fingerprinting of employees covered under this policy and A.R.S. § 15-512.
B. Provide for fingerprint checks pursuant to A.R.S. § 41-1750.

If an employee's fingerprint card is revoked, the employee may be placed on an unpaid leave of absence.

4-101.C Procedure - Board Authority to Employ—Professional Staff Hiring

It shall be the policy of the District to employ and retain the best qualified personnel. This will be accomplished by considering qualifications and by providing competitive salary schedules within the financial capability of the District, adequate facilities, and good working conditions.

Before employing a certificated or noncertificated person, school districts and charter schools shall conduct a search of the prospective employee on the educator information system that is maintained by the Arizona Department of Education.

The District may not employ either of the following in a position that requires a valid fingerprint clearance card:

A. A certificated person whose certificate has been suspended, surrendered or revoked, unless the State Board of Education has subsequently reinstated the person's certificate.
B. A noncertificated person who has been prohibited from employment at a school district or charter school by the State Board of Education pursuant A.R.S. § 15-505.

The District shall annually submit to the Arizona Department of Education a list of certificated and noncertificated persons who are employed at the District.

The Board has the legal responsibility of approving the employment of all employees. While this responsibility cannot be waived, the Board assigns to the Superintendent the process of recruiting staff members. In carrying out this responsibility, the Superintendent may involve other staff members as needed. All personnel selected for employment must be recommended by the Superintendent and approved by the Board. The Board adopts the following general criteria, which shall be utilized in the selection process for initial employment:

A. There will be no discrimination in the hiring process due to race, color, religion/religious beliefs, gender, age, national origin, sexual orientation, creed, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background of an otherwise qualified individual.
B. Candidates for professional positions shall be qualified for and have the training necessary to perform the instructional duties or functions for which they have applied.
C. Each candidate shall provide evidence of meeting state requirements for certification.
D. Each candidate shall be requested to complete a consent-and-release form regarding conduct of a background investigation.

E. A "background investigation" - consisting of communication with the applicant's (or employee's) former employer that concerns education, training, experience, qualifications, and job performance for the purpose of evaluation for employment - shall be conducted on each individual to be considered for a recommendation of employment. Forms developed for this purpose are to be used.

Information obtained about an employee or applicant for employment by the District in the performance of a background investigation, including any records indicating that a current or former employee of a school or school district was disciplined for violating policies of the school district governing board pursuant to A.R.S. § 15-153, may be retained by that district and may be provided to any school district or other public school that is performing a background investigation.

Any employee's misstatement of fact that is material to qualifications for employment or the determination of salary shall be considered by the Board to constitute grounds for dismissal.

Before employment, schools or school districts shall verify the certification and fingerprint status of applicants who apply for school or school district positions that require certification.

Should the need arise to employ a teacher who meets the requirements for a conditional certificate before an applicant has obtained the appropriate valid fingerprint clearance card, the District may assist in obtaining the conditional certificate, and employ the teacher, by meeting all of the following conditions:

A. The District verifies in writing on a form provided by the Arizona Department of Education (ADE) the necessity for hiring and placing the applicant into service before a fingerprinting check is completed.
B. The District obtains from the Department of Public Safety state-wide criminal records check on the applicant. Subsequent criminal records checks must be completed every one hundred twenty (120) days until a permanent certificate is received.
C. The District searches the criminal records of all local jurisdictions outside Arizona where the applicant has lived in the previous five (5) years.
D. The District obtains references from the applicant's current employer and two (2) most recent previous employers, except that for applicants who have been employed for at least five (5) years by the most recent employer, only references from that employer are required.
E. The District provides general supervision of the applicant until permanent certification is issued by ADE.

Upon recommendation for employment the District shall confirm employment authorization and employment eligibility verification by participating in the E-Verify program of the Department of Homeland Security's (DHS) U.S. Citizenship and Immigration Services Bureau (USCIS) and the Social Security Administration (SSA).

The District will then complete the Form I-9 as required and maintain the form with copies of the necessary documents and documentation of the authorization and verification pending any inquiry.

The Superintendent of Public Instruction may also impose any additional conditions or restrictions deemed necessary.

Any person who permits unauthorized access to criminal history record information, releases criminal history record information, or procures the release or uses criminal history record information other than in accord with A.R.S. § 41-1750 is guilty of a class 6 felony.

A professional candidate's acceptance of a contract offer must be indicated within fifteen (15) business days from the date of the written contract, or the offer is revoked. Written notice of the deadline date for acceptance shall be included in the contract offer or an attachment to the contract offer. The candidate accepts the contract by signing the contract and returning it to the Board or by making a written instrument which accepts the terms of the contract and delivering it to the Board. If the written instrument includes terms in addition to the terms of the contract offered by the Board, the candidate fails to accept the contract.

4-101.D Procedure - Board Authority to Employ- Recruiting

As a means of ensuring effective recruitment activities and consideration of all available talent for staff positions, the human resources division is designated as the District's official agent for the recruitment of qualified applicants for staff positions. The placement of all staff employment advertising in news media and journals, and the listing of all staff positions with public and private employment agencies, will be performed by the human resources division.

Certificated Staff Recruitment

Applicants qualified for position vacancies will be referred by the employment office of the human resources division to department heads for their consideration. Referrals will be based only on applicants' qualifications to perform the duties and responsibilities of vacant positions. Applicants will be given the opportunity of referral to all vacancies for which they qualify. By the same token, the number of referrals to department heads will not be limited.

The selection of staff members is the responsibility of the director of human resources or designee. Staff selections will be based upon the suitability of applicants to perform the duties and responsibilities of positions, without prejudice due to gender, sexual orientation, race, color, creed, religion/religious beliefs, age, disability, political beliefs/affiliation, marital status, national origin, home language, citizenship status, family, social or cultural background of any applicant.

Principals, department heads, supervisors and staff members are encouraged to invite the application of potential applicants for specific vacancies; however, the District's policy of equal employment opportunity requires that applications be submitted to the human resources division prior to the extending of employment offers by supervisors.

All prospective and renewing employees must comply with the Military Selective Service Act and complete the Statement of Compliance with the Military Selective Service Act form.

The District's policy regarding compliance with immigration laws requires each newly hired employee to submit documents to the human resources division regarding the employee's identity and authorization to work in the United States. Such documents must be submitted immediately upon the hiring of the employee; it is therefore important that the human resources division retain exclusive authority to direct the hiring of employees to ensure compliance with immigration-related documentation requirements.

Support Staff Recruitment

As a means of ensuring effective recruitment activities and consideration of all available talent for staff positions, the human resources division is designated as the District's official agent for the recruitment of qualified applicants for staff positions. The placement of all staff employment advertising in news media and journals, and the listing of all staff positions with public and private employment agencies, will be performed by the human resources division.

Applicants qualified for position vacancies will be referred by the employment office of the human resources division to department heads for their consideration. Referrals will be based only on applicants' qualifications to perform the duties and responsibilities of vacant positions. Applicants will be given the opportunity of referral to all vacancies for which they qualify. By the same token, the number of referrals to department heads will not be limited.

The selection of staff members is the responsibility of the director of human resources or designee. Staff selections will be based upon the suitability of applicants to perform the duties and responsibilities of positions, without prejudice due to gender, sexual orientation, race, color, creed, religion/religious beliefs, age, disability, political beliefs/affiliation, marital status, national origin, home language, citizenship status, family, social or cultural background of any applicant.

Principals, department heads, supervisors and staff members are encouraged to invite the application of potential applicants for specific vacancies; however, the District's policy of equal employment opportunity requires that applications be submitted to the human resources division prior to the extending of employment offers by supervisors.

All prospective and renewing employees must comply with the Military Selective Service Act and complete the Statement of Compliance with the Military Selective Service Act form.

The District's policy regarding compliance with immigration laws requires each newly hired employee to submit documents to the human resources division regarding the employee's identity and authorization to work in the United States. Such documents must be submitted immediately upon the hiring of the employee; it is therefore important that the human resources division retain exclusive authority to direct the hiring of employees to ensure compliance with immigration-related documentation requirements.

<u>Employment Applications</u>

The Governing Board has set minimum standards that must be met prior to the acceptance of support staff employment applications, which are:

A. An applicant must meet all of the required qualifications described in the job description(s) for which application has been made, and
B. The applicant must sign two request forms authorizing verification of past employment and performance; or

C. The applicant shall provide personal references if no prior work experience can be documented.

Testing

Some support staff positions may require testing, and the applicant must be willing to demonstrate skill requirements demanded of the position for which application is being made. For example:

> A clerical applicant may be given tests relating to a position that requires specified typing and shorthand speed levels.

Recruitment

Supervisors desiring to fill established positions will initiate the referral of applicants to them for consideration by providing the employment office of the human resources division with pertinent details concerning the position(s) to be filled. This information may be submitted informally, by telephone or memorandum, and must consist of:

A. Official title of the position and job code.
B. Summary of the duties and the qualifications desired.
C. *Position status:* full time or part time; career, short term, or temporary; new or replacement.
D. Date the position will be open.
E. Work location and hours.
F. Pay rate and any pay differentials.
G. Interview arrangements and interviewer's name.

The employment office of the staff relations human resources division will assist the supervisors by taking appropriate steps to provide them with a number of qualified applicants.

Applicants will be made aware of the titles, salary ranges, names of the supervisors, and the general nature of positions to which they are referred. They will be referred by prior appointment only and will be introduced to the supervisors or designees by use of the Screening History and File Activity Form.

Selection

Supervisors, upon receiving applications of qualified personnel from the human resources division, shall then accept responsibility for selection, subject to approval by the director of human resources.

Following are the general procedures that each supervisor should follow in making the selection:

A. Set up and conduct interviews of qualified applicants.
B. Make applicants aware of the title, salary range, and nature of the position for which they are being interviewed.
C. Select the most qualified applicant for the position.
D. Notify the human resources division, in writing, of the selection. This notification shall include:

    1. Name of the selected applicant.
    2. Effective date of hire.
    3. Position to be filled.
    4. Starting rate of pay.
    5. Who the selected applicant is replacing.
    6. Any shift differential the employee is entitled to, where applicable.

E. Return all applications, screening history and file activity forms to the human resources division
F. After receiving approval by the human resources division, notify the selected applicant and request that said applicant report to the human resources division for finalizing employment.

4-101.E Procedure - Board Authority to Employ – Professional Staff Positions

Administrative and Supervisory Personnel

All administrative and supervisory positions in the school system are established initially by the Governing Board and/or state law.

It is the intent of the Board to activate a sufficient number of such positions to promote the attainment of the District's goals.

In each case, the Board will approve the broad purpose and function of the position in harmony with state laws and regulations, approve a statement of job qualifications as recommended by the Superintendent, and delegate to the Superintendent the task of writing, or causing to be written, a job description for the position.

The Board requires the Superintendent to maintain continuously a comprehensive, coordinated set of job descriptions for all such positions so as to promote efficiency and economy in the staff's operations.

Certificated Personnel

The primary goal of certificated personnel is to instruct, counsel, and motivate students in the educational process and to achieve the Board's adopted purposes and goals of the schools.

All personnel policies and regulations pertaining to such personnel must be written in harmony with the above primary goals.

The certificated and other teaching personnel of the District shall include classroom teachers, counselors, psychologists, librarians, speech/language pathologists, audiologists, coaches, athletic trainers, and teachers of special education and other special subjects.

The Board shall, upon recommendation by the Superintendent or the Superintendent's designee, vote upon the employment of each such staff member through its regular or special Governing Board meetings.

Classifications. The classifications of certificated and other teaching personnel of the District are as follows:

A. Certificated teachers who have been employed by this District for more than the major portion of three (3) consecutive school years. These certificated teachers shall be entitled to all of the benefits and protections granted to such teachers by District policies and regulations, by the Arizona Revised Statutes, and by law. These certificated teachers may, for convenience in District policies and

regulations, be referred to as continuing teachers, and wherever that designation is used it shall be deemed to refer only to such certificated teachers.

B. Certificated teachers who have not been employed by this District for more than the major portion of three (3) consecutive school years. These certificated teachers shall be entitled only to the benefits and protections specifically granted such teachers by District policies and regulations, the Arizona Revised Statutes, and law. These certificated teachers may, for convenience in District policies and regulations, be referred to as noncontinuing teachers, and wherever that designation is used it shall be deemed to refer only to such certificated teachers.

Staff categories:

A. *Full-time staff members:*

1. All full-time personnel shall be employed on a full-time basis as hereinafter defined.
2. Full-time staff members shall receive written contracts and shall be compensated in accordance with the District salary schedule applicable to such members' employment functions.
3. Full-time staff members are eligible for all District benefits of employment and are subject to certificated policies and regulations.

B. *Part-time staff members:*

1. Part-time staff members are persons employed on less than a full-time basis.
2. Part-time staff members shall receive written contracts and shall be compensated in accordance with the District salary schedule applicable to such members' employment functions, said contracts being prorated in accordance with the time to be worked.
3. Part-time staff members are eligible for all District benefits of employment and are subject to certificated policies and regulations.
4. A certificated teacher who has been employed by the District for more than the major portion of three (3) consecutive years does not lose the entitlement to the procedures prescribed in A.R.S. §§ 15-38.01, 15-539 through 15-544, and 15-547 if the teacher is employed under contract on a part-time basis for at least forty percent (40%) time.

C. *Short-term staff members:*

1. A short-term staff member is a certificated teacher or an associate teacher who is employed (a) to replace a full-time or part-time classroom teacher in instances other than as substitute teachers, or (b) to fill such other employment positions as may from time to time be determined by the Superintendent or the Superintendent's designee to be appropriate.
2. Short-term staff members shall receive written contracts and shall be compensated in accordance with the District salary schedule applicable to

such members' employment functions, said contracts being prorated in accordance with the to be time worked.
3. Short-term staff members are eligible for all District benefits of employment and are subject to certificated policies and regulations.

D. *Addendum-contract staff members:*

1. An addendum-contract teacher is a person who is already working as a certificated or associate teacher in the District and accepts additional duties for the purpose of filling an addendum-contract position.
2. Addendum-contract personnel shall be employed only by written contract, in addition to their existing contracts, and shall be compensated in accordance with the addendum-contract salary schedule.
3. Addendum-contract personnel are not eligible for additional District benefits except workers' compensation and are subject to District policies and regulations.

E. *Substitute staff members:*

1. A substitute teacher is a certificated teacher who is fully qualified to instruct in District schools and is employed for short periods of time in the absence of the regular classroom teacher, who is expected to return to the assignment during the school year.
2. Substitute staff members shall not receive written contracts, and rates of compensation will be set by the Board.
3. Substitute staff members are not eligible for any District benefits except workers' compensation but are subject to certificated policies and regulations.

F. *Wage-rate staff members.* Certificated employees whose compensation is on the basis of hourly or daily rates or wages for any given work scheduled are classified as staff members on wages, such as substitutes.
G. *Salaried staff members.* Staff employees who are compensated at an annual contract rate are considered salaried staff members. The compensation of staff members by salary, as opposed to wages, does not constitute an exemption to the timekeeping provisions of the Fair Labor Standards Act.
H. *Exempt staff members.* Contracted staff employees who are not subject to the timekeeping provisions of the Fair Labor Standards Act are exempt staff members. In general, this includes staff members whose duties are of a professional or executive nature.
I. *Nonexempt staff members.* Employees who are subject to timekeeping provisions of the Fair Labor Standards Act and, therefore, required to record the hours they work are nonexempt staff members, i.e., substitutes.
J. *Continuous service.* Staff employees can earn continuous employment service from their first day of employment. Staff employees who have been rehired earn continuous service from the first day of the current period of employment. An adjusted continuous service date is established resulting from a personal leave of

absence without pay, excluding extended personal illness leave, extended military service leave, or a leave as a result of an injury incurred during the performance of official duties.

K. *Certificated personnel.* The certificated personnel are employees who are set forth under the Arizona Revised Statutes as requiring state certification in the performance of their instructional, professional noninstructional, or administrative duties. The District policies and regulations for certificated personnel do not apply to support staff personnel or to any other employees of the District not set forth under the certificated employee requirements of the state.

Staff definitions. For the purpose of these policies and regulations:

A. *Certificated teacher* means a person who holds a certificate from the State Board of Education to work in the schools of this state and who is employed under contract in a school district in a position that requires certification, except an administrator devoting less than fifty percent (50%) of working time to classroom teaching.
B. *Full time* means employed for a full school day, or its equivalent, or for a full class load, or its equivalent, as determined by the Governing Board.
C. *Governing Board* means the governing board of the District.
D. *Major portion of a school year* means full-time employment for fifty-one percent (51%) of the school days during which school is in session, except that a certificated teacher is not deemed to have completed the major portion of the third school year of three (3) consecutive years of employment until the end of the third school year.
E. *Employed forty percent (40%)* time means employed for at least forty percent (40%) of the school day required of full-time teachers of the same grade level or for at least forty percent (40%) of the class load assigned to full-time teachers of the same grade level, as determined by the Board.

<u>Responsibility for Interpretation of Board Policy and Administrative Rules</u>

As the designee of the Board, all initial interpretations regarding the application and the intent of or the responsibility for administration of the staff personnel policies are to be made only by the associate to the Superintendent or assigned designee.

In the event of any ambiguity contained in any Board policy or procedure promulgated pursuant thereto, the interpretation and the construction of the Board shall control the applications thereof.

These procedures are necessary to assure that uniformity of application of policies and regulations is maintained.

<u>Personnel Practice</u>

The Board hereby indicates its intention to proceed, insofar as possible, in the following manner in its relationships with all certificated and other teacher personnel of the District:

A. Every certificated and other teaching employee of the District shall be entitled to instructions in writing as to the general duties, responsibilities and limitations of the assigned position.
B. Every employee of the District, where practical, shall be responsible to and shall take orders from only one (1) person.
C. In case of unsatisfactory performance on the part of any certificated or other teaching employee, to the extent practicable, the employee shall be entitled to a written notice specifying the areas in which work performed is unsatisfactory and sufficient time to overcome the unsatisfactory areas of performance.

Temporary and Part-Time Personnel

The Board has the responsibility to employ such persons as may be needed to conduct the business of the District. The establishment of employment positions requires the official action of the Board; the function of recruiting for employment positions is delegated to the director of human resources, provided that no dependent of a member of the Board, as defined in A.R.S. § 43-1001, may, be employed by the District except with the express consent of the Board.

4-101.F Procedure - Board Authority to Employ—Addendum Contracts

All openings for addendum-contract positions will be publicized in each school building by the Director of Human Resources, as the need arises. Teachers who have applied for such positions will be notified of the action taken regarding their application as early as practicable, and in any event, prior to appointment to the position.

The following stipulations will apply to addendum-contract positions:

A. Whenever possible, addendum-contract positions will be filled by regularly appointed teachers in the school, consistent with the educational needs of the system.
B. In filling such positions, consideration will be given, but not limited to, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the school system.
C. Pay for addendum contracts will be received during the period of time the addendum functions are actually being performed, in conjunction with standard pay periods.
D. Teachers resigning addendum-contract positions are expected to provide adequate notice to secure satisfactory replacements without undue interruption of the positions.
E. Addendum-contract teachers who do not receive notice to the contrary prior to April 15 may assume that their assignments will be continued for the coming year.
F. Department head positions shall be limited to a period of five (5) years. Principals may request an exemption from the five (5)-year limitation but must be able to justify their requests in writing to the Superintendent. Principals should encourage their staff members to actively seek department head positions when available to ensure departmental and individual growth.
G. An addendum contract may be terminated at the discretion of the administration upon thirty (30) days’ notice, if practicable.
H. The District permits certificated employees who are exempt from the Fair Labor Standards Act (FLSA) permit the award of addendum contracts to such employees to fill positions in addition to their regular full-time employment with the District.
I. District written policies have never authorized the award of addendum contracts to nonexempt employees to fill positions in addition to their regular employment. Notwithstanding the absence of such a policy permitting the award of addendum contracts to nonexempt employees, beginning in approximately 1989 it became the District's practice to occasionally award addendum contracts to such employees. As a consequence, at this time, certain employees who are nonexempt under FLSA have addendum contracts to fill positions in addition to their regular employment.
J. Unless it is established that there is no other qualified applicant for the position and the employment has been approved by the Governing Board, no nonexempt employees of this District shall be employed to fill any position of employment

appearing on the District's addendum salary schedule adopted by the Governing Board or any position of employment with the District as a special-event worker.

4-101.G Procedure - Board Authority to Employ—Part Time and Substitute Staff Employment

Temporary and Part-Time Personnel

The Governing Board has the responsibility to employ such persons as may be needed to conduct the business of the District. The establishment of employment positions requires official action by the Board; the function of recruiting for employment positions is delegated to the director of human resources, provided that no dependent of a member of the Board, as defined in A.R.S. § 43-1001, may be employed by the District except with the express consent of the Board.

Substitute Teachers

A. A substitute teacher may be employed in the following instances:
B. Absences while the teacher is receiving contracted compensation from the District.
C. Absences while the teacher is on short-term leave of less than four (4) months.
D. Absences while the teacher is on suspension of less than ten (10) days.
E. When a suitable qualified teacher replacement is being sought.
F. Such other occasions as may be approved by the Director of Human Resources.

Substitute Program

Suitable programs for training, assigning, orienting, and evaluating the work of substitute teachers may be provided by the professional staff under the direction of the Superintendent.

Retired Teachers

Retired teachers may be employed as substitute teachers without jeopardizing their state retirement compensation.

Early Retirees

Teachers who are on the District's early retirement plan may substitute upon completion of their annual obligation days without jeopardizing their District early retirement salary or their state retirement compensation, if applicable.

Job Sharing

Job sharing shall be a voluntary arrangement between two (2) teachers to share one (1) position.

It shall be the responsibility of the principal to approve any request to job share.

When a job-shared position is approved, the following stipulations will be effective:

A. The position will be evaluated annually. The principal will decide whether the job-sharing arrangement will continue or be dissolved.
B. If it is necessary to fill a position vacated by a person who is accepting a job-sharing assignment, that position will be filled on a short-term basis.
C. If the job-sharing participants do not return to full-time status at the end of two (2) years, the vacated position will be filled on a full-time basis and the participants shall forfeit their rights to that position.
D. Job sharing means that the employee will be employed for at least fifty percent (50%) of the school day required of the full-time teacher.
E. A continuing-status teacher who elects to take a job-sharing position will not forfeit continuing status.
F. Job-sharing teachers who have not achieved continuing status may not receive continuing contracts on the basis of part-time assignments.

Due Process

For the purpose of preserving due process, a teacher who has been employed by the District for more than the major portion of three (3) consecutive school years, who changes from a full-time contract to a less than forty percent (40%) part-time contract shall be advised by the human resources division of the School District that:

A. The less than forty percent (40%) part-time employment will deprive the teacher of certain entitlements, which can be restored only by employment for at least forty percent (40%) time.
B. The change will deprive the teacher of the rights of contract renewal and the protections against dismissal.
C. In any case involving acceptance of less than forty percent (40%) part-time status, the teacher must provide the District with a signed statement of understanding relating to the loss of these rights.

Part-Time Teachers

The relationship between the District and part-time teachers employed by the District, and the legal rights of each, shall be determined by the written contracts of employment, which shall, for all purposes, be deemed to include and be subject to all applicable state and federal laws.

Standard of performance. The duties of a part-time teacher are the same as those of a certificated teacher who has been employed by the District for more than the major portion of three (3) consecutive school years. The part-time teacher is expected to achieve and maintain a level and standard of performance established and/or required by the Board. Continued inability to satisfy the Board's described standard of performance will result in termination of the teacher's employment.

Evaluation. Each part-time teacher will be evaluated in the classroom and by other means at least once each school semester.

Right to contract. Part-time teachers shall not have an automatic right to contract for the following year except as provided by law for such teachers who are certificated teachers who have been employed by the District for more than the major portion of three (3) consecutive school years and who are employed under contract for at least forty percent (40%) time.

Employment on a per-diem or voucher basis. In accordance with District policy, when extraordinary conditions demand, and without prior approval by the Board, temporary or substitute personnel may be employed on a per- diem or voucher basis subject to the following conditions:

A. Continued employment of any person so employed shall be subject to the confirmation and approval of the Board at its next official meeting. In no case shall such temporary employment exceed ten (10) working days without approval by the Board.
B. The employee should be hired on a per-diem basis and shall be compensated in accordance with the requirements and limitations of existing contracts that cover similar positions or employees.
C. In the case of job classifications for which there are lists of Board-approved persons who are eligible to serve temporarily in these classifications, a temporary or substitute employee shall be named from such a list. However, where no such lists exist, or when efforts to secure an available person from such a list have been exhausted, another qualified person may be employed.
D. In addition to the conditions set forth in above, the temporary assignment of a person to a supervisory or administrative position shall be preceded by the Superintendent's notification to the Board detailing the circumstances that created the need and the rationale for said decision.
E. The employment of any temporary person, irrespective of position, shall be subject to and restricted by the financial limitations of the annual school budget under which the District is operating.

Summer School Teachers

All openings for summer school positions will be publicized in each school building by the Superintendent as early as practicable. Teachers who have applied for such positions will be notified of the actions taken regarding their applications as early as practicable, and in any case, prior to official Board appointment to such positions. Summer school openings ordinarily will be publicized not later than the preceding March 1 and ordinarily teachers will be notified of the actions taken not later than May 15.

A teacher who has authored a special course (not listed in the school course description booklet) will be given preference to teach that course. These special courses must receive approval from the Board and be subject to student enrollment for funding.

For courses listed in the school course description booklet, teaching positions in the summer school will be filled first by certificated teachers in the District school system insofar as such preferences are practical and consistent with the educational needs of the District.

In filling such positions, selection will be based upon the following criteria:

A. Major and/or minor field of study.
B. Consecutive years of competent teaching experience in the building's summer school program.
C. Length of service in the school building.
D. Length of service in the school system.

Substitute Teachers

Each substitute teacher must be a certificated teacher under current Arizona school law or must be an "associate teacher" as permitted by Arizona school law. All such teachers must adhere to policies established by the State Board of Education and by the Governing Board of the School District.

Substitute teachers are paid one hundred dollars ($100) per day, which becomes one hundred twenty-five dollars ($125) per day after twenty (20) non-consecutive days of completed substitute assignments. Regular deductions for state and federal income taxes and for Social Security withholding are made.

A. The substitute will have an unscheduled observation by the principal or qualified designee during the first twenty (20) days or the substitute shall automatically continue in the position. Written reasons need to be shown by the principal to the Superintendent for terminating the substitute at the end of the first twenty (20) day period.
B. The substitute will have a formal evaluation by the principal or qualified designee during the second twenty (20) days or the substitute will automatically continue in the position. Written reasons must be shown by the principal to the Superintendent for terminating the substitute at the end of the second twenty (20) day period.
C. The substitute teacher shall not have an automatic right to a contract for the following year.

Substitutes are contacted and assigned from the central substitute office of the human resources division.

The duty period is the regular duty hours of the absent teacher.

Substitutes will take any regular or special duties that have been assigned to the regular teacher for the time the teacher is being relieved.

Deviations from the substitute's duty schedule are made only with approval by the principal's office.

Arrangements for Substitute Teachers

The Superintendent will establish procedures for reporting the need for and arranging for professional staff substitutes.

Substitutes are contacted and assigned from the central substitute office of the human resources division.

The duty period is the regular duty hours of the absent teacher.

Substitutes will take any regular or special duties that have been assigned to the regular teacher for the time the teacher is being relieved.

Deviations from the substitute's duty schedule are made only with approval by the principal's office.

When utilizing the leave policies of the District, it shall be the responsibility of the teacher to notify the supervising principal, as soon as possible, of the need for a substitute teacher. In the event the principal is not available, the building designee may be notified.

If the teacher knows in advance that a return to duty will be assured on a certain day, the principal should be so notified in order that the substitute may be informed.

Compensation for Coverage

When a teacher absence has not been filled by a District substitute and must be filled by a contract teacher, the contract teacher shall be compensated in accordance with District policy.

On occasions where a contract teacher is not available to fill a teacher absence during planning time, the school may combine the absent teacher's class with the class of another teacher. The District recognizes that this will also impact a teacher's planning time, requiring additional planning to teach the combined class load. Consequently, teachers who are required to combine another class with their own are also eligible for compensation in accordance with District policy.

Teachers as Substitutes

When a substitute cannot fill the role of a teacher, it is necessary to place a person in this position who would normally be performing other teaching or nonteaching duties. The site's top priority is to place a certificated adult in the classroom. All attempts shall

be made to implement a solution which minimizes disruption and is in the interest of the greatest number of students.

Each principal shall develop a plan annually for coverage of classes in the event that a substitute is not available. Such plan must be developed through collaboration of the administration and representatives of the certificated staff. Each member of the staff will be invited to participate in the development of the plan. A copy of the plan shall be given to all certificated staff and any affected support staff members. A copy shall also be sent to the Amphitheater Education Association president. The plan shall include:

A. A description of the efforts to invite staff to participate in the development of the plan and a list of participants, if any;
B. Voluntary participation by certificated staff members. Staff may volunteer for substitute coverage only during scheduled planning time or during nonstudent contact time;
C. Mandatory assignment of certificated personnel which includes all certificated employees assigned to that school;
D. Assignment of adult instructional aides only in the event that no certificated employee is available to serve as a substitute. Adult instructional aides so assigned must be under the direct supervision of a certificated staff member;
E. Method of assigning substitute duty on a rotating basis, whether the assignment is voluntary or mandatory; and
F. Provisions to ensure that federally funded or other mandated programs, e.g. special education, Title I, ESL, are impacted to no greater extent than any regular education program.

Compensation

When a situation occurs in which a teacher absence has not been filled by a District substitute, a site administrator or designee will assign a certificated adult to cover classes. Certificated employees will be compensated for such assignments. Certificated employees shall be compensated at the rate of one-fifth (1/5) of the certificated substitute pay rate per hour of lost planning time.

Emergency Coverage

Situations sometimes occur that cause a teacher to leave class, creating the need for immediate coverage of the class. The teacher shall notify the administrator of the need for immediate coverage. Coverage of the class shall be arranged before the teacher leaves the class unattended.

Support Staff Substitutes

Substitutes for support staff employees are paid at Step I of the position category. Substitute support staff are considered temporary employees and shall receive all fringe

benefits to which all other temporary employees are entitled. Regular deductions for state and federal income taxes and for Social Security withholding are made.

The substitute will be evaluated by the supervisor prior to the fortieth (40th) day of consecutive substitution in a specific assignment.

The substitute shall not have an automatic right of hire for the position if it is filled on a permanent basis.

When a substitute cannot fill a support staff position vacancy or absence, it may be necessary to place an existing staff member in the position on a temporary basis. All attempts shall be made to implement a solution which minimizes disruption and is in the interest of the greatest number of students. In an ongoing vacancy situation, the site's top priority shall always be to fill the vacancy.

Each principal or other supervisor shall annually develop a plan for coverage in the event that a substitute is not available. Such plan must be developed through collaboration of the administration and representatives of the support staff. Each member of the support staff will be invited to participate in the development of the plan. A copy of the plan shall be given to all support staff and any affected certificated staff members. A copy shall also be sent to the Amphitheater Education Association president. The plan shall include:

- A description of the efforts to invite staff to participate in the development of the plan and a list of participants, if any;
- Voluntary participation by support staff members;
- Mandatory assignment, where necessary, of support personnel;
- Method of assigning substitute duty on a rotating basis, whether the assignment is voluntary or mandatory; and
- Provisions to ensure that federally funded or other mandated programs, e.g., special education, Title I, English Language Learners (ELL), are impacted to no greater extent than any regular education program.

4-101.H Procedure - Board Authority to Employ—Support Staff Probation and Seniority

The first four (4) months of service by support staff members are considered an extension of their employment applications, during which time they have the opportunity and responsibility to demonstrate ability, suitability, and probability of sustained successful performance.

The probation period is served only once during continuous employment, except when imposed as a direct result of disciplinary action. It may not be reapplied upon promotion, transfer, or reassignment of career support staff members who have previously completed their probationary periods.

A career support staff member who has completed the probationary period and is rehired in an equivalent job specialization within twenty-four (24) months of a voluntary prior separation from employment shall not be required to serve another probation period.

At any time during the employee's probation period, the employee may be dismissed by the supervisor, with legal review and approval by the associate to the Superintendent, with or without cause or reason, and no reasons for dismissal need be stated.

A new employee serving the initial probation period, and a rehired employee serving a new probation period because of a break in service exceeding twenty- four (24) months are not entitled to appeal rights in the event of probationary dismissal.

The supervisor will evaluate the performance and suitability of a career support staff member prior to the completion of two (2) months of employment and again at least two (2) weeks prior to the expiration of the probationary period and will indicate whether the employee is to be retained or dismissed.

This determination will be indicated in writing on the Performance Evaluation Form.

The probationary support staff member and the human resources division will be advised of the decision by a copy of the evaluation form.

4-101.I Procedure - Board Authority to Employ—Conditions of Employment

Appointment and Conditions of Employment

General employment policies regarding vacations, leaves of absence, resignation, reemployment, duties, hours and other matters related to the nature of the position and specifically noted herein are determined by the Governing Board upon recommendation by the Superintendent.

The Superintendent or the Superintendent's designee shall inform all employees of the locally assigned and legal constraints related to their positions, monitor each employee's adherence to those constraints, and establish work schedules, provisions for absences, and other conditions of employment in keeping with the Governing Board's policies and current agreements with employee associations. Working conditions shall be designed to promote excellent physical and mental health of all employees as a basis for full productivity.

Years of Employment

In accordance with state law, the major portion of a school year shall be the equivalent of a year of employment, except that a certificated teacher is not deemed to have completed the major portion of the third (3rd) school year of three (3) consecutive years of employment until the end of the third (3rd) school year.

A. The school year should be measured by the number of duty days a full-time teacher is expected to serve within a July 1 to June 30 period.
B. Such period may not be less than one hundred seventy-eight (178) days.
C. The "major portion" of that school year would be fifty-one percent (51%) or more of the duty days.

4-102 Staff Assignments

Assignment of Duties

The Superintendent shall have the authority to assign or reassign any certificated or other teaching employee to any certificated position in the District for which the employee is qualified, provided that:

A. Consideration will be given to placing the employee in a position the employee most desires.
B. The employee shall, to the extent practicable, be consulted prior to the making of the decision to assign.
C. All employees shall be notified of positions that may be open and shall be given an opportunity to request any such position.
D. No person shall be transferred from the current position except as part of a budgetary reduction in force or for just cause, which need not constitute cause for disciplinary action.

In instances where there are changes in organization of the school system, additions or eliminations of educational services, and where an individual's potential for contributing to the program needs of the school or department, and when the instructional program of the relinquishing school is not hindered, the Superintendent may reassign individuals on a case-by-case basis without taking into consideration the factors described in the four (4) subparagraphs above.

Transfer between School Sites

The best interests of a school's instructional program are paramount in considering teacher transfers. The desire of the Governing Board and administration is to accommodate teacher requests for transfer, but in accordance with the aforementioned reservation.

Three (3) types of transfers to be considered are:

A. Voluntary transfers.
B. Involuntary transfers.
C. Transfers directed by the Superintendent.

The Governing Board delegates to the administration the right to transfer personnel to other positions for the betterment of the school system. The following factors and/or conditions are among those to be considered in the transfer of personnel. These factors are not listed in any order of priority.

A. Increase or decrease of enrollment in various grades and classes.
B. Opening of new buildings or closing of old ones.
C. Changes in organization of the school system.

D. Addition or elimination of an educational service.
E. An individual's potential for contributing to the program needs of the school or department and when the instructional program of the relinquishing school is not hindered.
F. An individual's potential for contributing to the cocurricular activities of a school.
G. An individual's prior experience.
H. An individual's certification for the position.
I. An individual's ability to perform the functions of the assigned position based upon the individual's performance evaluation.
J. An individual's desire for professional growth and/or new opportunities.

Support Staff Assignment of Duties

The Superintendent shall have the authority to assign any support staff employee to any support staff position in the District for which the employee is qualified, provided that:

A. Consideration will be given to placing the employee in a position the employee most desires.
B. The employee shall, to the extent practicable, be consulted prior to the making of the decision to assign.
C. All employees shall be notified of positions that may be open and shall be given an opportunity to request any such position.
D. An employee may request a transfer from the Superintendent due to special circumstances, after other remedies have been exhausted. An example of special circumstances may include, but is not limited to, proximity to an ill family member.
E. No person shall be transferred from the present position except as part of a budgetary reduction in force or for just cause, which need not constitute cause for disciplinary action.

In instances where there are changes in organization of the school system or additions or eliminations of educational services, and when an individual's potential for contributing to the program needs of the school or department and the instructional program of the relinquishing school is not hindered, the Superintendent may reassign individuals on a case-by-case basis without taking into consideration the factors described above.

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

A. An employee is tasked to cover duties normally performed by a vacant position in a different work classification for more than ten (10) consecutive workdays, or
B. An employee is tasked to cover duties normally performed by an employee in a different work classification for more than sixty (60) nonconsecutive workdays in a fiscal year.

4-102.A Procedure – Staff Assignments- Transfer Protocol

Intra-Site Reassignment

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

Voluntary Transfers

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

A. A request for transfer will include authorization of the selection committee to have access to correspondence, evaluations, and any other information contained in the employee's personnel file that may be pertinent to the hiring process.
B. Internal employees applying for a temporary position within the district may do so with a letter of intent. Employees are encouraged to update their resume and/or application.
C. Internal applicants for an open vacancy will submit an updated application when applying for a promotion.
D. Instructional personnel will be eligible for voluntary transfer only once during the school year.
E. A teacher desiring a voluntary transfer to another position(s) for the ensuing school year may submit an internal application, via the district's on-line applicant tracking system, when the specific position(s) of interest has been posted on the district's employment website. Voluntary transfer requests must be submitted by May 15 unless another later deadline is set by Human Resources.
F. The two (2) certificated staff members with the highest District seniority who apply for a voluntary transfer shall be given an opportunity to interview for that position within the timelines established for the interview. Hiring administrators are encouraged to interview additional transfer applicants.

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

G. Each school may have interviewing committees. The composition of these committees will be determined by the principal or the principal's designee. The number of members and composition of the committee shall remain the same for

voluntary transfers and outside applicants. To the extent possible, the membership of the committee should remain the same for each specific position.

H. The interview process must be the same for voluntary transfers and outside applicants.
I. After July 1 and prior to the first day of school, positions may be filled either on a short-term or regular contract basis, at the prerogative of the District. After the commencement of the academic year, all positions will be filled on a short-term contract basis, in accordance with District regulation.
J. The school principal will make the recommendation to fill the position to the Superintendent or the Superintendent's designee.
K. A teacher who has requested a voluntary transfer and has not been selected by July 1 may not reapply until the following school year. Between May 15 and June 30, a voluntary transfer can be approved, providing the relinquishing principal agrees to the transfer following a conversation between the relinquishing principal, accepting principal and the teacher.
L. A minimum of the staffing of a new school will be accomplished by teachers who request voluntary transfer.
M. Recommendation/nonrecommendation and processing of the voluntary transfer request shall be made in writing by the site administrator to the staff member as soon as possible, but not later than ten (10) calendar days following completion of the site selection process.

Involuntary Transfers

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

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

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

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

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

3. To a subject or department at the middle school level will be those currently teaching in grades six (6) through eight (8) with appropriate certification.
4. To a subject or department at the high school level will be those currently teaching in grades nine (9) through twelve (12) with appropriate certification.

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

1. The teacher has been employed by the District for less than two (2) years prior to the effective date of the involuntary transfer.
2. The teacher is on a remediation plan or disciplinary probation.
3. The teacher was involuntarily transferred within the past two (2) years.
4. The teacher is to be transferred from a position that will be filled by a new hire.

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

1. District
2. School
3. Departments/primary/intermediate.

E. Involuntary transfers will be determined beginning with the teachers with the least seniority (all teachers employed for a given academic year will be considered equal in seniority). If only one (1) teacher is eligible by this means of determination, the teacher or teachers at the next level of seniority will be considered eligible.
F. In any elementary school, the principal of the school will have the right to designate two (2) individuals who will not be considered for involuntary transfer. In any high school or middle school department, the principal of the school will have the right to designate one (1) individual who will not be considered for involuntary transfer.
G. When the list of eligible teachers is completed, a commission shall be formed consisting of one (1) administrator appointed by the Superintendent or the Superintendent's designee and one (1) teacher selected by the teachers' association. These two (2) individuals will in turn select a third commission member mutually acceptable to them within five (5) working days. Within ten (10) working days after the commission members are determined, they shall meet and render a final determination and shall, during this period, receive information from the teachers, principal, department chairperson (if applicable), and others as they deem appropriate and determine by majority vote if the recommendation shall be carried out.

H. Written notice of involuntary transfer shall be given to the person or persons affected within two (2) weeks of the principal's notification by the director of human resources.
I. The person being transferred shall have the opportunity to meet and discuss the reasons for transfer with the Superintendent or the Superintendent's designee before final action is taken.
J. Whenever a transfer occurs during the school year, the teacher shall be allowed at least two (2) working days relieved of regular duties to complete the transfer.

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

Transfers Directed by the Superintendent

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

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

A. Within a ten (10) working day period following the Superintendent's receipt of the request, the Superintendent will gather information from the teacher, principal, department chairpersons (if applicable), the employee's personnel file, and other pertinent sources of information and consider available placement options for the directed transfer. Provided placement options exist, such transfers shall be effected in accordance with District policy.
B. If the recommendation is affirmed, a transfer directed by the Superintendent may be made as recommended. If the recommendation is denied, the information relative to the recommended transfer shall be purged from the employee's personnel file.

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

Intra-District Exchange Teaching

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

A. The exchange of teaching positions shall be for a full school year, one (1) semester, or part of a semester, with one (1) year being the maximum allowed.
B. At the end of the time period agreed upon, teachers will return to their former teaching positions.
C. Each teacher wishing to exchange positions must write proposals stating their rationale for such exchange and give the proposals to affected principals at the appropriate time.
D. Teachers shall ensure that they have appropriate certification and accreditation for the position(s) selected for exchange.
E. If a teacher has identified an exchange partner, this information should be included in the exchange proposal.
F. After the teachers have agreed to an exchange of positions, said teachers shall contact the principals involved for interviews.
G. Principals will approve or disapprove, at their discretion, any exchange after verifying appropriate certification and accreditation of each teacher involved.
H. Upon approval of a teacher for participation in an intra-District exchange, principals will immediately notify the director of human resources of any such change(s) so that appropriate staffing and payroll functions may occur.
I. Denials of exchange-teaching requests must also be reported by the principal to the director of human resources.
J. Approval/denial and processing of the exchange-teaching request shall be made in writing to the staff members as soon as possible by the director of human resources.
K. Any teacher whose request for intra-District exchange teaching is denied will, upon request, be granted a conference with the school principal and/or the director of human resources.
L. A teacher who has not identified someone with whom to exchange, will need to submit requested exchange possibilities and a written proposal to the human resources office.
M. All exchange requests/proposals must be received in the human resources office no later than February 1. This date will be strictly adhered to.
N. A list of teachers seeking to exchange their positions will be prepared by the office of human resources and posted in each school and the human resources office.
O. Teachers shall then seek exchange with other teacher(s) on the list.
P. All intra-District exchanges will be finalized by April 15.

4-102.B Procedure – Staff Assignments- Designated Open School

In order to accomplish the District's goals for school operations, the Governing Board, at its discretion, may declare any school within the District as an "open" school for staffing purposes.

If a school is designated "open" by action of the Board, all current career administrative, certificated, and support staff positions within said school will be declared "open" for staffing purposes. This means that all career employees currently working at the "open" school must reapply for position vacancies if they wish to remain at the "open" school. Applicants for employment in the "open" school shall go through the interview and selection process.

In accordance with policy, any career employee who is not selected for the "open" school will be reassigned by the Superintendent to a vacancy for which the employee is qualified. The employee's position, i.e., teacher, clerk, food service worker, custodian, etc., and pay rate will remain unchanged, if possible.

The declaration that a school is an "open" school for staffing purposes shall constitute just cause to transfer employees.

4-102.C Procedure – Staff Assignments- Limited Duration Assignment

he District values the expertise of its instructional and other certificated staff members. This expertise, when shared between staff members, facilitates professional growth and improves the educational opportunities available to students. The Governing Board encourages assignments of a temporary nature which ensure both the opportunity for professional growth and the opportunity to positively impact student instruction after such growth.

Reservation of Original Assignments

Certificated personnel may be offered positions of limited duration that are of a non-classroom nature. These temporary positions include instructional support assistant, instructional support leaders, career ladder facilitators, and the Amphitheater Education Association president.

Personnel accepting these temporary positions shall, for two (2) academic years following the start of the temporary assignment, be reinstated to their former position at the same compensation rate they would have received had they remained in the former position for the term of the temporary assignment. If the former position is eliminated or the employee is no longer legally qualified for the former position, then the employee shall be reinstated to a substantially equivalent position at the same site. If no substantially equivalent position is available at the same site, the employee shall be reinstated to a position in the District.

Personnel who accept temporary positions but who do not intend to return to their original assignment shall notify the human resources department so that their original position may be filled without reservation of their right to return.

Accrual of Service Credit and Other Benefits

All rights provided by Arizona Revised Statutes and by the policies and regulations of the District for certificated employees shall be reserved and available to the employee upon completion of the temporary assignment. Specifically, and without limitation, credit for continuous service at the district level (District seniority) shall continue to accrue during the temporary assignment; site level seniority, while not accruing during the temporary assignment, shall be preserved and available.

Extension of Temporary Assignments

An employee who chooses to accept an extension of the temporary assignment beyond two (2) academic years shall notify their original site administrator by March 15 of the year preceding the academic year in which the employee was to return to the original assignment. In that event, the employee will no longer have the right to be reinstated to their former position after conclusion of the temporary assignment but shall still have the right to be reinstated to a position in the District in accordance with District policies

and regulation. Nothing in this paragraph shall be construed to prohibit an employee from returning to their original position following an extension of the temporary assignment.

4-102.D Procedure – Staff Assignments- Promotions

It is the desire and policy of the Governing Board to promote from within the ranks wherever it is practicable, educationally desirable, and consistent with the educational needs of the community. All openings for promotional and/or new positions and positions paying salary differentials shall be publicized in every school, and all qualified teachers shall be given the opportunity to make application for such positions.

Vacancies

All vacancies in promotional positions shall be posted on the District website, setting forth descriptions of and the qualifications for the positions, including the duties and salary ranges, and the final dates for applications.

When school is in session, each such notice shall be posted as far in advance as practicable, ordinarily at least seven (7) school days before the final date for applications, and in no event less than three (3) days before such date.

Staff members who desire to apply for such vacancies shall submit their applications.

Vacancies will occur throughout the summer. Interested employees should frequently check the District's website for job postings.

Position Definitions

Promotional positions are defined as follows: Positions not on the basic salary schedule for teachers and those that receive differential payments above the basic teachers' salary schedule (but not including positions for which supplementary pay for extracurricular and coaching duties is afforded), including but not limited to positions such as supervisor, director, associate superintendent, principal, associate principal, assistant principal, department chairperson, and counselor.

Appointments

All appointments to the aforesaid vacancies and openings shall be based on qualifications, ability, and experience, within the reasonable judgment of the Superintendent.

Nonselection

An applicant for such a position who is not selected may, upon request, have a conference to discuss the matter with the Superintendent or the Superintendent's designee.

Support Staff Promotions

Promotion

Promotion means the reassignment of an employee from a position in one (1) classification to a position in another classification that has a higher salary range.

Staff members promoted to job positions with higher ranges are eligible for increases. Promoted staff members shall be placed on the appropriate step of the hiring range for the new position. Should placement on the appropriate step of the hiring range result in less than a four percent (4%) increase, the employee shall be placed on the step of the new pay range which will result in a four percent (4%) or more increase.

A promoted staff member is not subject to a new probation period and, by the same token, is not eligible for a probationary increase. If within ten (10) working days after promotion the promoted staff member desires to return to his/her former position or is not performing satisfactorily in the opinion of the supervisor/administrator, then the employee may elect to return to the staff position from which the employee was promoted. In this case, the employee must submit a letter to the supervisor/administrator stating the intent to return to the former position. Four (4) months after any promotion, a brief written evaluation of the promoted staff member shall be prepared.

Support Staff Transfer

For the purposes of this procedure, a promotion is defined as a move to a higher range position; a transfer is defined as a lateral movement (within the same pay range) or a move to a lower range position. Transfers made for disciplinary reasons are not addressed by this policy.

Eligibility:

A. The probationary requirement and/or the four (4)-month requirement in the present position may be waived by the head of the site/department in which a staff member is employed. If granted, a waiver must be in writing and approved by the site/department head and accompany the staff member's application for promotion or transfer.
B. Staff members who are selected for interdepartmental promotion or transfer will not be retained in their positions for more than ten (10) workdays by current site/department heads without the concurrence of new site/department heads.

Promotions

When a vacancy occurs in a site or department, the hiring supervisor shall have the option to fill the vacancy with a current staff member. The supervisor will notify all staff in that site or department of the vacancy no later than the official posting date. Otherwise, all openings shall be publicized in every site/department.

The two (2) qualified support staff employees with the highest District seniority, who have completed their probationary periods, shall be granted interviews for promotion or transfer. Hiring supervisors are encouraged to interview additional transfer applicants.

A. An employee desiring promotional, or transfer opportunities shall apply at the human resources office. The following procedure will apply:

    1. The internal applicant for a vacancy will submit an updated application.
    2. The applicant must have completed his/her probationary period (four (4) months). This requirement may be waived by the employee's site/department head.
    3. The applicant must have been in his/her present position for at least four (4) months. This requirement may be waived by the employee's site/department head if it is in the best interest of the site/department.
    4. The applicant must have at least a satisfactory rating in his/her present position.

B. The human resources office will screen applications in accordance with the standard criteria for the job classification.

    Applications of qualified applicants will be released to the requesting site/department head.

C. Applicants who do not meet the minimum qualifications for the job classification will be advised by the human resources office and will not be referred to the recruiting site/department.
D. Interviews of qualified applicants who are currently employed by the District shall be scheduled outside of the employee's normal working hours or the staff member will be provided released time.
E. The site/department accepting the promoted employee assumes all financial liability for fringe benefits earned by the employee, such as vacation or sick leave liability as of the day the employee starts work in the new site/department.
F. Upon promotion or transfer, the rate of earnings of the staff member will not be changed unless:
    1. The duties and responsibilities of the new position clearly indicate promotion, in which case the staff promotion policy will be the guide.
    2. The transfer calls for a reduction in salary.
    3. The transfer is made at the beginning of a new fiscal year when a step and/or cost-of-living increase may be in order.

Notification of unsuccessful candidates:

Applicants who meet the minimum requirements and were granted interviews by the site/department representative, but who were not selected, will be so advised verbally by the site/department head. Human resources will follow up with written notification.

4-102.01 Compensation

Salary Guides

It is the policy of the District to compensate its staff equitably on the basis of local prevailing rates, individual performance, and applicable state and federal laws.

Compensation equity within these guidelines will be administered through the District's classification and compensation plan, which shall apply the principle of equal pay for equal work by placing positions with comparable duties, responsibilities, and difficulties in the same pay ranges.

Since it is the intent of this policy to establish and maintain compensation equity, pay ranges shall be related to the classification of positions, while actual pay within pay ranges will be related to the job performance of the incumbent of a particular position.

Once position classification and pay ranges have been established, it is the responsibility of supervisors to recommend specific compensation of staff members within ranges established for the positions they hold.

The classification and compensation plan shall include all non-exempt, full-time and part-time positions.

The responsibility for formulating and recommending to the Governing Board the staff compensation plan is delegated to the Executive Director of Human Resources, who shall administer the plan and shall:

A. Initially classify and assign pay ranges to support staff positions.
B. Classify all proposed positions prior to actual request for establishment.
C. Approve reclassification of positions.
D. Periodically review all positions in the plan to ensure their current status. Conduct a major study of prevailing compensation for benchmark (commonly designated) classes at least each twenty-four (24) months and conduct a study of selected classes at least each twelve (12) months.
E. Recommend adjustments in compensation ranges to the administration when conditions indicate the need.

The final approval of the staff compensation plan shall rest with the Governing Board.

Compliance with the Fair Labor Standards Act

The Fair Labor Standards Act sets forth requirements for minimum wages; recording of time worked by employees who are not defined as executive, administrative, or professional; and overtime compensation for employees not included in these exempt categories. The human resources department has been assigned the responsibility for

determining the status of positions and staff members under the Fair Labor Standards Act.

Garnishments

Garnishments against earnings issued by Arizona courts will be honored in accordance with their terms.

Fringe Benefits

The Governing Board will review professional and support staff fringe benefits each year during the budget process.

Insurance/Health Care Benefits

The District will, to the extent approved by the Board, provide life insurance for employees to become effective on the first day of the month following employment. The District will also provide, to the extent approved by the Board, the opportunity for certificated employees to participate in a health and dental insurance program or selected health care maintenance organizations, said coverage to become available on the first day of the month following employment.

All of the rights contained in this policy shall be subject to modification or elimination by the Board, and no rights set forth in this policy shall be construed as creating vested rights in any employee.

Employee Obligations

It shall be the obligation of the employees to contact the fringe benefit office of the District regarding any changes desired in their insurance or participation in a health care maintenance organization, i.e., change of beneficiary, addition or deletion of dependent coverage, cancellation of coverage, name change, etc.

It shall be the further obligation of an employee on approved leave of absence with pay or without pay to contact the District insurance office by July 1 of each year and make arrangements to continue, discontinue, or change the employee's insurance or health care coverage that was applicable at the time of the approved leave of absence

Adopted:

Legal Authority

A.R.S. § 15-502

4-102.01.A Procedure – Compensation – Rates of Compensation

Hiring Rates

Hiring rates for persons employed in occupations subject to this schedule will be within the hiring range and normally will be determined by supervisors, with approval by the Associate to the Superintendent for Budget and Finance. Both previous experience and skills will be taken into consideration when determining a prospective employee's qualifications.

Shift Differential

Premium pay for work schedules regularly beginning on or after 12:00 noon may be recommended by the supervisor for concurrence by the Associate to the Superintendent for Budget and Finance. This recommendation may be made only if the basic compensation rates of the classifications involved do not already include consideration for periodic nighttime schedules.

The rate of shift differential will be recommended by the supervisor, for concurrence by the Associate to the Superintendent for Budget and Finance on the basis of prevailing practice in the local area for each occupational group.

Computation of pay for approved sick leave or vacation will include shift differential rates if employees are eligible for such rates on the last workday preceding and the first day following their absence.

Criteria for Pay Changes

Completion of probation period:

> Staff members employed in occupations covered by the general staff compensation plan will become eligible for consideration for merit increases upon the successful completion of their respective probation periods. A probationary merit increase may not be such that the total salary exceeds the upper limits of the hiring range of the position.

Merit increase criteria:

Supervisors are responsible for recommending compensation increases for staff members under their supervision. These are subject to approval by the Associate to the Superintendent for Budget and Finance.

1. Merit increase recommendations must be in concurrence with the established compensation classification guide.

2. As a means of compensating staff members in proportion to their performance, recommendations by the supervisor shall be the primary criterion. Supervisors may make specific recommendations on the basis of available funds.
3. Merit increases shall not be awarded by reason of the completion of a probationary period, the passage of time, or other similar conditions.
4. Merit increases shall be awarded only for meritorious service that, in the opinion of the supervisor, and with concurrence by the Associate to the Superintendent for Budget and Finance, warrants such increase.

Demotion:

A. Demotion means the reassignment of an employee from a position in one classification to a position in another classification that is assigned a lower salary range.
B. A staff member who is demoted for reasons not attributed to personal conduct, performance, or employee request may, if funds are available, retain the original pay rate for a period not to exceed twelve (12) months, during which time both the employee and the supervisor shall seek appropriate reassignment or promotion to a position in the original grade.
C. If demotion is due to conduct or substandard performance of the employee, or to honor the employee's request for reassignment, the employee's rate may be reduced to any point in the lower grade or, at the discretion of the supervisor, be retained if the lower grade includes the original rate.

Reemployment:

A. A former staff member who has satisfactorily completed a period of probation with the District and who is reemployed within a period of two (2) years in the same job grade may be rehired in the same step and range held previously. This does not apply to persons who are rehired by the District in new job grades.
B. *Example:* A staff member is reemployed in a position covered by the same job grade as held at time of resignation eighteen (18) months ago. If this person has been compensated at the midpoint of the range, the staff member may be reemployed at the same point, even though adjustments to the grade have increased the actual rate.

4-102.02 Duties and Hours

Load/Scheduling

The Governing Board believes that a teacher's primary responsibility is to teach, and that the teacher's energies should, to the extent possible, be utilized to that end. Therefore, the Governing Board agrees, within reasonable limits (to be specified in administrative regulations), to provide the necessary services so that teachers will be relieved of nonteaching duties that can be better performed by clerical or custodial personnel.

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

Wage and Hour Law

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

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

Employee categorization. An "exempt" employee is one who is not subject to the minimum wage and overtime provisions of the FLSA. A "nonexempt" employee is one who is subject to the minimum wage and overtime provisions of the FLSA. The classification of an employee as "exempt" or "nonexempt" is based upon the duties and responsibilities actually performed by the employee and shall be made by the District in accordance with the guidelines set forth in the federal statutes and regulations concerning the two (2) categories of employees. Although the categorization shall be made on an individual basis with regard to each employee, in general, employees whose primary duties are of a professional, executive, or administrative nature will be "exempt" employees, while most other employees will be "nonexempt" employees. In almost all circumstances, the District's certificated personnel will be categorized as "exempt" employees and are not, in such capacity, subject to the minimum wage and overtime compensation provisions of the FLSA.

The District recognizes, however, that there are circumstances in which a certificated employee may be employed in another capacity for the District and may, in such capacity, be categorized as a "nonexempt" employee. A certificated District employee acting in a nonexempt capacity shall be subject to the provisions regarding overtime, time records, and on-call time set forth herein.

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

Overtime. The District recognizes that there are occasions on which a certificated District employee, acting in a nonexempt capacity, may be expected to work overtime; however, these occasions should be determined in advance by a supervisor, based upon the supervisor's assessment of the circumstances, rather than upon an individual employee's belief that overtime work is required. In this regard, a certificated employee, working in a nonexempt capacity, may not work more hours than the employee is scheduled to work in a workweek without explicit prior consent by the employee's supervisor. The District also recognizes the fact that an emergency situation may arise that may result in the certificated employee working overtime. In such case, the certificated employee should make an attempt to obtain authorization. If the certificated employee is unable to get prior authorization, the certificated employee must inform the supervisor as soon as possible of the emergency situation. A certificated employee, working in a nonexempt capacity, who works in excess of the number of hours that the employee is scheduled to work in that capacity without explicit prior consent by the employee's supervisor, except as noted above, is subject to disciplinary action, in accordance with District policies and regulations.

Time records. A certificated District employee, working in a nonexempt capacity, is expected to keep time records of the hours worked for the District in such capacity. "Hours worked" for the District and "work hours" include 1) all scheduled hours when the employee is actually present for work or actually performing services for the District, whether on District premises or elsewhere; and 2) all unscheduled hours when the employee is performing services for the District. All District employees who are required to record their work hours must do so accurately and honestly. An employee should not record hours that the employee has not actually worked, nor should an employee refrain from recording hours that the employee has actually worked. The failure on the part of employees to accurately report the number of hours worked on the time records may constitute the falsification of a public document, punishable by criminal prosecution. An employee who does not accurately and honestly record the time worked on the employee's time records is subject to disciplinary action, in accordance with District policies and regulations.

On-call time. An employee who is required to remain on call on the District's premises, or so close thereto that the employee cannot effectively use this time for personal purposes, shall be considered to be working while on call. As a result, a District employee, working in a nonexempt capacity, will be compensated for this time, and it

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

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

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

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

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

Workday

A workday is generally construed to be a full eight (8) hours duration for certificated teachers and others who are employed under full-time written contracts and receive payment therefore.

Certificated teachers and others who are employed under part-time contracts, defined as a fraction of full-time employment, shall work the number of hours each day or week equal to the fraction of an eight (8)-hour day or a forty (40) hour week. For example, a teacher employed on a three-fifths (3/5) time contract should work three-fifths (3/5) (or

sixty percent [60%]) of the eight (8) hour day (four and eight tenths [4.8] hours per day) or of the forty (40) hour week (twenty-four [24] hours per week).

Certificated teachers who are employed under a full-time contract and give up a planning period to teach an additional class, for which a pro-rata addendum contract is issued, shall receive a .20 FTE addendum contract.

Exact reporting and ending times will be in accordance with the rules and schedules of the individual schools as determined by the appropriate administrative officials.

The Governing Board recognizes the need for balance in the personal and professional lives of its employees. A flexible approach to defining the workday will allow this balance to occur.

School functions and events often extend the workday beyond eight (8) consecutive hours. Specific activities will vary from school to school and outside of the regular duties and responsibilities of the certificated staff member.

In order to recognize the participation of certificated staff in uncompensated, nonvoluntary activities, the professional day may vary provided it does not impact instructional duties or the supervision of students.

Each principal shall develop a plan for such activities and events. Such a plan must be developed through collaboration of the administration and representatives of the certificated staff. Each member of the staff will be invited to participate in development of the plan. The plan shall include:

A. Events which require the attendance of all certificated staff members.
B. Events which require the attendance of some certificated staff members.
C. Events at which attendance of certificated staff members is voluntary.
D. The rotation of assignments for such activities and events.
E. A description of the process used to develop the plan.
F. Names of the participants involved in developing the plan.

The plan will be distributed to all certificated staff members at each school and be submitted to the Superintendent or the Superintendent's designee within one (1) month of the beginning of the school year.

Duty-Free Lunch Period

Each teacher receives a duty-free lunch period each day. In no case shall it be less than thirty (30) minutes, unless circumstances beyond the control of school officials make such a move necessary in order to care for and properly supervise students. If such circumstances become persistent in nature, scheduling problems should be immediately brought to the attention of the Superintendent or appropriate designee for assistance in resolving such problems.

Support Staff Employee Pay

Overtime pay:

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

Premium pay:

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

4-102.02.A Procedures - Duties and Hours – Planning Time

Planning time is defined as any time not spent in contact with students or during duty-free half-hour lunch. The term planning time includes individual planning time, group planning time (small group, grade level, department), faculty meetings, staff development, parent conferences, phone calls, multidisciplinary conferences (MDC), and individual education programs (IEP).

Uninterrupted planning time is defined as individual planning time or group planning time (grade level, department, or small group meeting). It is the intent of this policy to provide a minimum of two and one-half (2 1/2) hours' worth of uninterrupted planning time per forty (40) hour work week.

Due to administrative assignment, a teacher who finds that two and one-half (2 1/2) hours of planning time per week are routinely unavailable shall meet with the principal/designee to analyze the teacher's schedule and discuss potential options for remedying the situation.

© 4-103 Employee Evaluations

Certificated Administrator Evaluations

The Governing Board shall adopt an instrument and establish a system to evaluate the performance of certificated administrators that shall result in at least one evaluation of each administrator by the administrator's supervisor or designee each school year. The Board shall provide an opportunity for public discussion regarding the evaluation system for certificated administrators. The Board shall evaluate the Superintendent as per Policy 2-201.

Principal Evaluations

The Governing Board shall adopt an instrument and establish a system to evaluate the performance of principals that shall result in at least one evaluation of each principal by the principal's supervisor or designee each school year. The Board shall provide an opportunity for public discussion regarding the evaluation system for principals.

The adopted evaluation instrument shall be designed to improve principal performance and improve student achievement and shall include the use of quantitative data on the academic progress for all students. The quantitative data shall account for between twenty percent (20%) and thirty-three percent (33%) of the evaluation outcomes. The system shall describe the methods used to evaluate principal performance and job effectiveness, including a description of the data to be used and shall describe the evaluation outcomes.

The District shall designate principals in one of four performance classifications, designated as highly effective, effective, developing and ineffective.

Certificated Psychologist Evaluations

The Governing Board shall adopt an instrument and establish a system to evaluate the performance of certificated psychologists that shall result in at least one evaluation of each psychologist by the psychologist's supervisor or designee each school year

Each evaluator shall include recommendations as to areas of improvement in the performance of the certificated school psychologist if the performance of the certificated school psychologist warrants improvement. After transmittal of an observation or evaluation, the evaluator shall confer with the certificated psychologist to make specific recommendations as to areas of improvement in the certificated psychologist's performance.

The evaluator shall provide assistance and opportunities for the certificated psychologist to improve performance and shall follow up with the certificated psychologist after a

reasonable period of time for the purpose of ascertaining whether the certificated psychologist is demonstrating adequate performance.

Certificated Teacher Evaluations

The Board shall adopt an instrument and a system to evaluate the performance of certificated teachers that results in at least one evaluation of each certificated teacher by a qualified evaluator each school year. The term "qualified evaluator" is as defined in A.R.S. § 15-501. The Board shall involve certificated teachers in the development and periodic evaluation of the teacher performance evaluation system as required by A.R.S. § 15-538.

The adopted evaluation instrument shall be designed to improve teacher performance and improve student achievement and shall include the use of quantitative data on the academic progress for all students. The quantitative data shall account for between twenty percent (20%) and thirty-three percent (33%) of the evaluation outcomes.

Performance Classifications

The District shall designate certificated teachers in one of four performance classifications as follows: highly effective, effective, developing and ineffective. The District shall report the performance classifications to the Arizona Department of Education as required by law.

Valid and reliable student academic progress data is not available in all content areas. As a result, and in accordance with the evaluation framework established by the Arizona State Board of Education, the District's evaluation system shall distinguish between two (2) groups of teachers in the determination of student academic progress data used for purposes of performance evaluation:

A. *"Group A" Teachers:* Teachers who have three (3) years of valid and reliable student progress data for their student population and content area.
B. *"Group B" Teachers:* Teachers who do not yet have three (3) years of valid and reliable student progress data for their student population and content area.

For Group A teachers, fifty percent (50%) of the evaluation shall be based upon indicators of classroom and professional performance, thirty-three percent (33%) of the evaluation will be based upon student progress data for students who were assigned to the teacher over a three (3)-year time period, and seventeen percent (17%) of the evaluation will be based upon measures of school-wide student progress data.

For Group B teachers, fifty percent (50%) of the evaluation will be based upon indicators of classroom and professional performance and fifty percent (50%) will be based on measures of school-wide student progress data.

The evaluation system shall include four (4) performance classifications, designated as highly effective, effective, developing, and ineffective. These classifications shall be defined as follows:

Highly Effective:

A. Group "A" Teachers' final evaluation score will be greater than or equal to one hundred thirteen (113).
B. Group "B" Teachers' final evaluation score will be greater than or equal to one hundred ten (110).

Effective:

A. Group "A" Teachers' final evaluation score will be between ninety-nine (99) and one hundred twelve (112).
B. Group "B" Teachers' final evaluation score will be between ninety-four (94) and one hundred nine (109).

Developing:

A. Group "A" Teachers' final evaluation score will be between eighty (80) and ninety-eight (98).
B. Group "B" Teachers' final evaluation score will be between seventy-six (76) and ninety-three (93).

Ineffective:

A. Group "A" Teachers' final evaluation score will be below eighty (80).
B. Group "B" Teachers' final evaluation score will be below seventy-six (76).

These performance classifications shall be utilized and applied through the evaluation system in a manner designed to improve principal and teacher performance.

Incentives/Protections

The Board shall offer the following incentives or protections for certificated teachers:

(a) The District may offer multiyear contracts not to exceed three (3) years to certificated teachers in the highest performance classification. The offer and acceptance of a multiyear contract does not exclude that certificated teacher from the application of Arizona statutes as follows: A.R.S. § 15-538.01, A.R.S. § 15-540, A.R.S. § 15-541 or A.R.S. § 15-549.

(b) The certificated teacher may accept a multiyear contract offer or decline and accept a one (1) year contract.

(c) A certificated teacher in one of the two highest performance classifications who agrees to work at a school that is assigned a letter grade of D or F may receive incentives as adopted by the Board.

(d) The Board may adopt protections for teachers who are assigned to schools that are assigned a letter grade of D or F, which may include allowing a second qualified evaluator to perform an observation or the evaluation of the certificated teacher's classroom performance.

(e) The Board may adopt protections for teachers whose supervising principal has received a classification of ineffective, which may include allowing a second qualified evaluator to perform an observation or the evaluation of the certificated teacher's classroom performance.

Definition of Inadequate Classroom Performance

The Board's definition of inadequate classroom performance for a certificated teacher is as follows:

A teacher’s failure to overcome deficiency(ies) in classroom performance which are addressed in an Improvement Plan, including as follows:

(a) A certificated teacher receives a rating of ineffective on any of the rating scales or domains on the observation form in the Board adopted evaluation instrument; or

(b) A certificated teacher receives three (3) or more ratings of developing on any of the rating scales or domains on the observation form in the Board adopted evaluation instrument; or

(c) A certificated teacher receives a rating of ineffective on the annual summative evaluation; or

(d) A certificated teacher receives a performance classification of ineffective on the annual summative evaluation; or

(e) During each year of two (2) consecutive school years, a certificated teacher receives a performance classification of ineffective or developing on the annual summative evaluation.

Evaluation Procedures for Certificated Teacher

The District's performance evaluation system for certificated teachers shall include as follows:

(a) The District shall require qualified evaluators to complete training.

(b) A qualified evaluator shall conduct at least two actual classroom observations of the certificated teacher demonstrating teaching skills in a complete and uninterrupted lesson.

(c) There shall be at least sixty (60) calendar days between the first and last observations.

(d) The District may issue a preliminary notice of inadequate classroom performance based upon the first observation in a school year. The last observation may follow the issuance of a preliminary notice of inadequacy of classroom performance and be used to determine whether the teacher has corrected inadequacies and has demonstrated adequate classroom performance.

(e) An observation shall not be conducted within two (2) instructional days of any scheduled period in which school is not in session for one week or more.

(f) Within ten (10) business days after each observation, the qualified evaluator shall provide written feedback to the certificated teacher.

(g) Summative annual evaluations shall be in writing or provided in an electronic format to the certificated teacher with a copy or access provided within five (5) calendar days after completion of the evaluation.

(h) The certificated teacher may initiate a written reaction or response to the evaluation, which shall be kept with the evaluation.

(i) The District shall include a plan for the use of quantitative data of student academic progress in evaluations of all certificated teachers. The plan may make distinctions between certificated teachers who provide direct instruction to students and certificated teachers who do not provide direct instruction to students. The plan may include data for multiple school years and may limit the use of data for certificated teachers who have taught for less than two (2) complete school years.

(j) Each evaluation shall include recommendations as to areas of improvement in the performance of the certificated teacher if the performance of the teacher warrants improvement.

(k) After transmittal of an evaluation, the qualified evaluator or designee shall confer with the certificated teacher to make specific recommendations as to areas of improvement in the teacher's performance.

(l) The qualified evaluator or designee shall provide professional development opportunities for the certificated teacher to improve performance and follow up with the teacher after a reasonable period of time for the purpose of ascertaining that the teacher is demonstrating adequate performance.

(m) The Board waives the requirement of a second classroom observation for a continuing teacher whose teaching performance based on the first classroom observation places the teacher in one of the two highest performance classifications for the current school year, unless the teacher requests a second observation.

Preliminary Notice of Inadequate Classroom Performance and Performance Improvement Plan

The District may issue a preliminary notice of inadequate classroom performance and a corresponding performance improvement plan to any certificated teacher who has demonstrated inadequate classroom performance. The Board delegates responsibility to the Superintendent to issue any preliminary notice of inadequate classroom performance. The Superintendent shall provide notice to the Board of the issuance of a preliminary notice of inadequate classroom performance within ten (10) school days.

Under state law, the District must issue preliminary notices of inadequate classroom performance as follows:

(a) To any certificated teacher who receives a performance classification of ineffective on an annual summative evaluation.

(b) To any certificated teacher who is in the second consecutive year of receiving a performance classification of developing or ineffective, unless that certificated teacher is in the first or second year of employment with the District or has been reassigned to teach a new subject or grade level for the preceding or current school year.

The certificated teacher shall have forty-five (45) instructional days to improve the teacher's inadequate classroom performance. The improvement plan may provide recommendations regarding needed improvements, opportunities to confer with the qualified evaluator, and suggestions regarding professional development.

Professionalism Concerns

If there is reliable and substantial evidence that a certificated teacher's failure to meet the standards of the components of the evaluation instrument is deliberate (the result of the employee's choice), the employee's failure to meet components of the evaluation instrument that pertain to classroom performance may be deemed unprofessional conduct rather than inadequacy of classroom performance.

The District is not required to provide certificated teachers with the opportunity to overcome or remediate unprofessional conduct prior to initiating discipline or dismissal action, nor is the District required to provide any employee with remediation opportunities for conduct that otherwise constitutes unprofessional conduct and/or

conduct in violation of the law or the District's policies, administrative regulations, or procedures.

Confidentiality

Copies of the observations, summative evaluations and performance classification of a certificated teacher are confidential, do not constitute a public record and shall not be released or shown to any person except as permitted by statute as follows:

(a) To the certificated teacher.

(b) To authorized District officers and employees for all personnel matters regarding employment and contracts and for any hearing that relates to personnel matters.

(c) To school districts and charter schools that inquire about the performance of the teacher for prospective employment purposes. When the District receives evaluation information about a certificated teacher, the District's human resources department shall use this information solely for employment purposes and shall not release this information to or allow access to this information by any other person, entity, school district or charter school.

(d) For introduction in evidence or discovery in any court action between the Board and the certificated teacher in which either: (a) the competency of the teacher is at issue or (b) the evaluation and performance classification were an exhibit at a hearing, the result of which is challenged.

Alternative Performance Evaluation Cycle

The Board authorizes an expedited evaluation cycle for certificated teachers who are designated as highly effective for three (3) consecutive years. Under the expedited evaluation cycle, a participating, highly effective teacher shall be evaluated [insert expedited schedule]. If an expedited performance review determines that the teacher is not in the highest performance classification, the teacher shall be removed from the alternative performance evaluation cycle and be reviewed under the District's standard evaluation system.

Appeal

If the evaluation of a certificated administrator, certificated psychologist or certificated teacher will be used as a criteria for establishing compensation, the employee may appeal an evaluation with which the employee disagrees by filing a notice of appeal with the qualified evaluator performing the evaluation within five (5) calendar days after receipt of the evaluation. The notice shall state why the employee disagrees with the evaluation. The appeal shall be reviewed by the supervisor of the qualified evaluator or designee. The reviewing supervisor may, but is not required, to meet with the employee.

The reviewing supervisor shall issue a written decision on appeal within ten (10) calendar days after receipt of the notice of appeal. The decision of the reviewing supervisor shall be final.

Non-Certificated Administrators

The Board may establish a system to evaluate the performance of non-certificated administrators in the District that may result in at least one evaluation of each administrator by the administrator's supervisor or designee each school year.

Support Staff Evaluations

The Board may adopt or establish a system to evaluate the performance of support staff in the District that may result in at least one evaluation of each support staff employee by the employee's supervisor or designee each school year. Employees in the first year of employment shall be evaluated ninety (90) days after the first day of work.

Adopted:

Legal Authority:

A.R.S. § 15-241

A.R.S. § 15-341

A.R.S. § 15-501

A.R.S. § 15-503

A.R.S. § 15-536

A.R.S. § 15-537

A.R.S. § 15-538

© 2024 The Arizona School Risk Retention Trust

4-103.A Procedures - Employee Evaluations – Fundamental Concepts

A.R.S. § 15-536 *et seq*., sets forth the School District's powers and responsibilities in evaluating, disciplining, and improving the performance of its employees. Pursuant to those statutes, a formal process of evaluating all certificated personnel will be implemented. The purpose of evaluation shall be the improvement of the quality of instruction provided to students. Such a process, to achieve the greater measure of success shall be predicated on the philosophy that evaluation is a cooperative process, with the evaluator and the evaluated having full knowledge of the criteria, procedures and results.

The fundamental elements and implementation of an effective and ethical evaluation process must include the following concepts:

A. Evaluations are cooperative endeavor between the evaluator and the person being evaluated.
B. Evaluations provide a basis for motivation and for self-improvement, encouraging personnel to be aware of their strengths and weaknesses in order to improve.
C. Evaluations provide a basis for planning in-service training and supervisory activities.
D. Evaluations may guide administrative decisions concerning the employment of personnel, their assignment, the granting of continuing status, promotion, demotion, or termination.
E. Evaluations aid in determining the adequacy or inadequacy of classroom performance.
F. Open communication throughout the evaluation process is essential to its success.
G. Evaluations determine how well the educational objectives of the District are being carried out. The purpose of evaluation should be to work toward common goals for the improvement of education and for the success of both students and staff members.
H. Evaluation must be continuous, flexible, and easily revised in order to accommodate changing needs.
I. The person being evaluated must be given the opportunity to demonstrate improvement when deficiencies are noted.
J. The improvement of classroom instruction is set in motion by specific recommendations for improvement developed through collaboration between the evaluator and the person being evaluated and, if appropriate, by the design of the Governing Board.
K. Evaluators must confer with the teacher being evaluated and must provide assistance and opportunities for the improvement of that person's performance and should follow up with the person being evaluated after a reasonable period of time for the purpose of ascertaining that the teacher is demonstrating adequate classroom performance.
L. Effective evaluation depends on accurate information and should therefore include consideration of input from all reliable and appropriate sources.

To accomplish the foregoing concepts, the District will continue to maintain a uniform system of evaluation through periodic review and revision of the Amphitheater Teacher Performance Evaluation System (ATPES), which is hereby adopted. Revisions to ATPES shall be developed and proposed to the Board through consultations between the administration and certificated employees, and through such committees as the Superintendent may compose, to include representatives of the Amphitheater Education Association.

Definition of Terms

The following terms shall have the specified meanings:

A. *Instructional Day.* A day in which students are scheduled to attend school for instruction.
B. *Evaluation.* An assessment of the teacher's classroom performance as required by Arizona law.
C. *Informal Observation.* Evaluator observation, of no less than twenty (20) minutes, of the teacher's classroom performance which is not prearranged or scheduled with the teacher. Informal observation of a teacher may also utilize reliable and pertinent information obtained from appropriate sources, such as the teacher, previous evaluators and supervisors, third parties, and information contained in the teacher's personnel file. Teachers will be made aware of the sources of information utilized in their evaluation.
D. *Formal classroom observation.* Evaluator observation, of no less than thirty (30) minutes, of various aspects of the teacher's classroom performance which is prearranged and scheduled with the teacher. Formal observations will be documented and the opportunity for a follow-up conference will be provided.
E. *Professional Development Plan*. A plan devised for the purpose of refining skills and/or the establishment of goals for professional growth and development.
F. *Improvement Plan.* A required formal plan designed to improve deficiencies in classroom performance.
G. *Deficiency in classroom performance.* An evaluator rating of "Developing" or "Unsatisfactory" in one (1) or more of the indicators or a domain of the Amphitheater Teacher Performance Evaluation System.
H. *Inadequacy of classroom performance.* A teacher's failure to overcome the deficiency(ies) identified in an improvement plan.
I. *Preliminary notice of intent to dismiss or not to re-employ.* A formal notice issued by the Board or its designee which describes a charge of inadequacy of classroom performance and provides specified time for the teacher to improve performance and overcome the charge of inadequacy. Such a preliminary notice precedes a notice of intent to dismiss or not to re-employ.
J. *Notice of intent to dismiss or not to re-employ.* A formal notice issued by the Board or its designee to inform a teacher of the District's intent to dismiss or not to re-employ the teacher.

Teacher Evaluation

Teacher evaluation shall include all classroom teachers and other certificated non administrative staff members. Such evaluation shall be based on Board policy, this procedure and the procedures outlined in the Amphitheater Teacher Performance Evaluation System (ATPES).

A copy of the ATPES shall be made available to each certificated employee of the District.

Confidentiality

The assessment of the evaluation reports of a certificated teacher retained by the Governing Board are confidential, are not public records, and shall not be released, shown or the contents disclosed to any person except:

A. To the certificated teacher about whom the report is written who may make any use of it.
B. To authorized District officers and employees for all personnel matters regarding employment and contracts and for any hearing that relates to personnel matters.
C. For introduction in evidence or discovery in any litigation between the Governing Board and the teacher in which either:

    1. The competency of the teacher is at issue; or
    2. The assessment and evaluation were an exhibit at a hearing, the result of which is challenged.

Evaluators

The Governing Board shall designate persons who are qualified to evaluate teachers to serve as evaluators for the ATPES. The Superintendent will submit lists of recommended and qualified evaluators to the Governing Board for approval.

The evaluator shall be responsible for the final official statement of evaluation, which shall be in writing, and a copy shall be transmitted to the certificated teacher within five (5) days after completion of the evaluation. [A.R.S. § 15-537]

Evaluator Qualifications

The following criteria have been established for Board-designated evaluators. In order to be considered qualified, an evaluator will:

A. Demonstrate knowledge of District and state policies, laws and rules relating to instruction, professionalism and evaluation;
B. Demonstrate planning and implementation strategies relating to evaluation system timelines, content and expectations;
C. Demonstrate data recording and analysis skills through simulations and/or on-site practice/feedback sessions; and

D. Demonstrate conferencing and improvement planning skills through simulations and/or on-site practice/feedback sessions.

Evaluator training. Evaluators may receive training in a variety of ways. Evaluators may participate in the Instructional Support Leader Program, District administrative in-service sessions, or District-approved evaluator training workshops. All such training should include information related to the legal aspects of teacher evaluation and the development of skills for data collection and analysis, conferencing, and improvement planning. Regardless of the specific training received, evaluators are responsible for meeting the qualification criteria specified above.

Classroom visitations by evaluator. Formal observation shall be spaced and of sufficient duration (minimum of thirty [30] uninterrupted minutes) so as to ensure that the evaluators have an opportunity to grasp an overall concept of a person's performance over a full schedule.

Formal observations shall be prearranged and may be initiated by either the observer or the teacher. Informal observations may be made at the discretion of the administrator.

Procedural steps in the process of evaluation:

A. At the beginning of the school year, the principal or other evaluator shall meet with the school's faculty for the purpose of orienting the teachers to the evaluation system.
B. Observation(s) in the classroom shall be completed.
C. An opportunity for a conference shall follow each formal observation.
D. A written record shall be made of each formal observation with a copy to the observed.
E. The official evaluation shall be reduced to writing and signed by both the teacher and the evaluator. The teacher's signature shall not mean concurrence.
F. A copy of the written evaluation shall be transmitted to the teacher within five (5) days after completion of the evaluation, and a copy shall be retained for the principal's file. A third copy shall be placed in the teacher's personnel file and made available to authorized District officers and employees.
G. The teacher shall be allowed ten (10) days upon receipt of the evaluation to write and submit any comments, which shall be attached to the evaluation.

Frequency of written evaluations. Evaluations shall be made at least two (2) times per year for non-continuing teachers, and at least once per year for continuing teachers.

<u>Evaluation Schedules</u>

All Teachers:

A. During the first week of each contract year, the ATPES evaluation procedures shall be reviewed at each school. Any teacher who is hired after the first week shall be individually oriented by the evaluator.
B. Evaluations and observations shall not be conducted within two (2) instructional days of any school break of one (1) week or more.
C. Evaluations shall be conducted in accord with District policy, regulation, and the ATPES.
D. Evaluations must be completed in time to be included in the notice of inadequacy of classroom performance, which may be issued by the Governing Board or its authorized representative or designee employee.
E. In all cases in which a designee of the Governing Board issues a notice of inadequacy of classroom performance, the designee shall report such issuance to the Governing Board within five (5) school days.

Non-continuing Teachers:

A. The Fall semester informal classroom observation for each non-continuing teacher should occur by October 30.
B. The Fall semester formal classroom observation for each non-continuing teacher should occur by November 5.
C. No later than January 10, the first evaluation, including observations, written instrument and narrative, and conference shall be completed.
D. The Spring semester informal classroom observation for each non-continuing teachers should occur by March 15.
E. The Spring semester formal classroom observation for each non-continuing teacher should occur by April 10.
F. The Spring semester evaluation shall be completed by April 15.
G. The teacher and evaluator shall hold the post-evaluation conference within five (5) working days of each formal observation.
H. Evaluators may conduct additional observations or evaluation cycles beyond the required minimum. Teachers may also request additional observations or evaluation cycles.

<u>Continuing Teachers:</u>

A. Continuing teachers shall be evaluated at least once per year.
B. At least one (1) informal observation for each continuing teacher shall occur prior to March 15.
C. One (1) formal observation for each continuing teacher shall occur prior to April 10 and shall be scheduled in accordance with the procedures described in the ATPES.
D. The continuing teacher's evaluation shall be completed by April 15.
E. The teacher and evaluator shall hold the post-evaluation conference within five (5) working days of each formal observation.

F. Evaluators may conduct additional observations or evaluation cycles beyond the required minimum. Teachers may also request additional observations or evaluation cycles.

Appointment of evaluators. The appointment of all evaluators shall be by the Board in a public meeting.

Challenges to Evaluations

Evaluations that are used as a criterion for establishing compensation:

A. *Request for hearing.* A teacher who disagrees with an evaluation of his or her performance that may be used as a criterion for establishing compensation may, within five (5) days of having received the evaluation, request a hearing by submitting a written request to the Superintendent.
B. *Conduct of hearing.* The hearing shall be conducted by an associate superintendent or a person to be designated by the Superintendent but shall not be the person(s) who performed the evaluation.

    1. The hearing shall be conducted not less than ten (10) nor more than twenty-five (25) days after receipt of the teacher's request for hearing but may be continued from time to time for good cause by the person conducting the hearing.
    2. The person conducting the hearing shall, within five (5) days of the termination of the hearing, prepare written findings and render a decision with respect to the appeal; the findings and decision shall be filed in the teacher's personnel file and be made part of the evaluation. Copies of the findings and decision shall be delivered to the Superintendent and to the teacher, or served upon the teacher by certified mail, with a return receipt requested.
    3. The decision of the person conducting the hearing shall be final unless, within five (5) days after the service upon the teacher of the decision, the teacher files a written request for review by the Superintendent.
    4. The review shall be conducted by the Superintendent or the Superintendent's designee (who shall not be the person who conducted the first level hearing or the person who performed the evaluation). The second level shall be limited to review of the written findings and decision of the first level hearing officer. The parties may present additional written material to the Superintendent as well as present oral argument. However, the Superintendent will not take new evidence.
    5. The decision of the Superintendent or the Superintendent's designee shall be final and not subject to grievance and shall be entered in the teacher's personnel file and made a part of the evaluation and delivered to or served upon the teacher as set forth above.
    6. Any teacher who remains dissatisfied following the hearing process may submit a brief, concise written statement rebutting or objecting to said

decision, which statement shall become a part of said evaluation for all purposes.

Evaluations that may not be used as a criterion for establishing compensation:

Request for second evaluator:

1. Any teacher who is dissatisfied with a performance evaluation that is not used as a criterion for establishing compensation may submit a brief, concise written statement requesting an additional evaluation by a different evaluator. The written request must be submitted to the principal and an administrator from School Operations within five (5) working days after receipt of the evaluation. An administrator from School Operations will appoint the second observer. The observer will view the teacher actively teaching a lesson. If the rating being disputed by the teacher is in an area which cannot be observed in the classroom, the observer will gather and evaluate available data and determine the rating based upon that information. The opinion of the observer will be included as additional information in the teacher's personnel file. It will not replace or supersede the disputed evaluation.
2. Any teacher whose evaluation is used as a criterion for establishing compensation shall follow the appeal procedure set forth above.

Written Preliminary Notice to Non-Continuing Teacher of Inadequacy of Classroom Performance

If the District intends to dismiss or not re-employ a non-continuing certificated teacher based on charges of inadequacy of classroom performance, the Board or its designee shall give the teacher written notice of such intention to dismiss or not to re-employ. Additionally, the Board or its designee shall, at least ninety (90) days prior to such notice, and no later than January 15, give the teacher written preliminary notice of such inadequacy, specifying the nature of the inadequacy(ies) with sufficient particularity as to furnish the teacher with an opportunity to correct the inadequacy(ies) and overcome the grounds for the charge of inadequacy. The written notice of intention to dismiss or not to re-employ shall include a copy of any evaluation(s) pertinent to the charges made and filed with the Board. The notice shall be delivered personally or sent by registered or certified mail, bearing a postmark no later than April 15, to the teacher's place of residence, as recorded in the District's records.

Written Preliminary Notice to Continuing Teacher of Inadequacy of Classroom Performance

If the District intends to dismiss or not re-employ a continuing teacher based on charges of inadequacy of classroom performance, the Board, or its designee shall give the teacher a written preliminary notice of such intention and provide the teacher with no less than sixty (60) instructional days to correct the inadequacy and overcome the

grounds for the charge(s) of inadequacy. The written preliminary notice shall be issued at least ten (10) instructional days prior to the start of the minimum sixty (60) instructional day period.

The written preliminary notice shall specify the nature of the inadequacy of classroom performance with such particularity as to furnish the teacher an opportunity to correct any inadequacy(ies) and overcome the grounds for the charge of inadequacy and shall include a copy of any evaluation(s) pertinent to the charges made and filed with the Board.

If the teacher does not correct the inadequacies and overcome the grounds specified in the preliminary notice by the end of the period specified in the written preliminary notice issued by the Board or its designee, the Board shall not renew the teacher's contract and shall dismiss the teacher and give notice of the same.

If, within the period of time specified in the written preliminary notice, the teacher does correct the inadequacies and overcome the grounds for the charge of inadequacy specified in the written preliminary notice, then the Board shall offer the teacher a contract for the subsequent school year subject to nonrenewal or dismissal for other reasons, as provided by law.

Content, Service, etc., of Written Preliminary Notice of Inadequacy of Classroom Performance

A written preliminary notice of inadequacy of classroom performance shall be approved by the Board in public meeting (unless issued by a designee of the Board) and shall specify the nature of the inadequacies of classroom performance with sufficient particularity to permit the teacher to correct the inadequacies and overcome the grounds for the charge in time to meet the schedules contained in the Arizona Revised Statutes and in District policy.

The written preliminary notice shall include (but not be limited to) the following:

A. A statement of the specific events and conduct of the teacher that constitute the charge.
B. A statement of the statutes, rules, or written policies or objectives that the teacher has violated, if applicable.
C. A statement of the relevant facts surrounding each instance of inadequate classroom performance.
D. Copies of the following statutes: A.R.S. §§ 5-501, 15-538.01, 15-539 through and including 5-542, 15-544 through and including 5-547, and 5-549.
E. Copies of evaluation(s) relevant to the charge.
F. If the teacher is a certificated teacher who has been employed for the major portion of three (3) consecutive school years, a statement that the teacher must exhibit adequate classroom performance (by correcting the inadequacies and overcoming the grounds for the charges) by the end of the period specified in the

written preliminary notice issued by the Board or its representative or the Board will initiate dismissal proceedings, but that if adequate classroom performance is demonstrated by the end of the specified period, the Board will thereafter offer a new contract subject to nonrenewal or dismissal for other reasons, as provided by law.

G. If the teacher is a certificated teacher who has not been employed for the major portion of three (3) consecutive school years, a statement that the teacher must exhibit adequate classroom performance (by correcting the inadequacies and overcoming the grounds for such charge) within ninety (90) days of the delivery of the preliminary notice or the Board will initiate dismissal proceedings or will not reemploy the teacher, but that if within the ninety (90)-day period following receipt of the preliminary notice the teacher exhibits adequate classroom performance the teacher shall be offered a contract subject to nonrenewal or dismissal for other reasons, as provided by law.
H. A statement that the decision to issue a notice of intent not to reemploy or to dismiss because of inadequacy of classroom performance may be made only by the Board in public meeting.
I. A statement that the notice of intent to dismiss shall be delivered personally to the teacher or sent by registered or certified mail, return receipt requested, to the teacher's last known address.

If personally served by an employee of the District, the teacher shall sign a document acknowledging receipt of the notice and materials. If the teacher refuses to sign an acknowledgment, a responsible employee of the District must sign it and make note of such refusal and the circumstances thereof.

If certified or registered mail is used, a copy must also be sent by first class mail at or near the same time the copies are sent by certified or registered mail. A written record shall be made as to when this was completed.

Contract of Continuing Teacher after Written Preliminary Notice of Inadequacy of Classroom Performance

Unless a new contract has already been offered to a certificated teacher who has been employed for the major portion of three (3) consecutive school years, every contract

offered to a teacher who has been given a written preliminary notice of inadequacy of classroom performance during the current school year shall contain a reference to the preliminary notice and shall provide that the execution of the contract shall not be construed as a waiver or abandonment of the rights of the District to dismiss the teacher at the end of the period specified in the preliminary notice pursuant to applicable law if the teacher has not demonstrated adequate classroom performance by the end of that period.

Administrators and Psychologists

Continuous evaluation of all aspects of the total educational program, including student progress, personnel, curriculum, and facilities, will include a formal process of evaluating all certificated administrators and psychologists. The purpose of this evaluation shall be the improvement of the quality of the educational program in the District. The evaluation will be a cooperative procedure, with the evaluator and the evaluate having full knowledge of the criteria, process, and results.

The following statements give more specific purposes for evaluation:

A. Evaluations determine how well the objectives held by the school and District are being carried out. The success of the educational program is dependent upon many factors, which include the quality of classroom instruction, student evaluation, supervision, and administration.
B. Evaluations provide the basis for motivation and for self-improvement, permitting administrative personnel to be aware of strengths and weaknesses in order to improve the operation of the District's programs.

4-103.B Procedures - Employee Evaluations – Support Staff Evaluations

Performance evaluation is intended to be a constructive tool for encouraging and supporting the performance, effectiveness and morale of staff members. The value of evaluation lies in the opportunities for supervisors to conduct reliable measurements of performance which will recognize achievements, permit constructive feedback, and support personal growth of staff members.

Used properly, performance evaluations also provide supervisors with information and data which can inform individual or departmental training needs, and recommendations for promotion or advancement. They are also useful for assisting employees with problems or for justifying disciplinary action or dismissal when corrective efforts have failed.

The responsibility for the evaluation of employee performance on immediate supervisors, who will advise their staff members of their ratings through discussion which affords the employee the opportunity for meaningful input. The human resources division will provide the site/department supervisor with a list of employees that require an annual performance evaluation. Receipt of the notification constitutes notice that the employee indicated is due for evaluation, so that the responsibility may be assigned to the immediate supervisor.

Evaluation Process

Prior to initiating the evaluation process, the supervisor shall provide the employee with a copy of the evaluation instrument(s) to be used.

The immediate supervisor will rate the performance of the employee by completing the reports of performance evaluation as fairly and equitably as possible, considering the criteria for the specific position.

The supervisor or department head shall review the performance evaluation with the staff member and indicate areas both of strength and/or weakness. The employee shall sign the final evaluation document(s) to indicate their receipt of a copy of the same and their opportunity to discuss their evaluation with the supervisor. Their signature shall not be construed to indicate their agreement with the content of the evaluation document(s).

After rating the employee's performance, the supervisor shall submit the evaluation document(s) to the next higher administrative head, if any, for endorsement. Apart from their endorsement of the next higher administrative head, no other change to the evaluation document(s) shall be made following the employee's signature unless change is made through mutual agreement between the evaluator and the employee.

Upon completion of the interview, the original copy of the performance evaluation document(s) shall be forwarded directly to the records department. The supervisor will retain one (1) copy for departmental records.

Applying Employee Rating Factors

Because the specific application and weight of each evaluation criteria may vary considerably between and among occupational classes and individual positions, the evaluator should apply the criteria in a manner that reflects the specific nature, duties, and conditions of each particular job classification.

Universal District-wide standards of performance for each occupational class are undesirable, as they cannot fairly consider the many unique situations found in any particular academic or other work environment. For this reason, evaluators should discuss and review their application of the performance standards with employees at the start of each evaluation period to ensure continuity and equity, as well as employee understanding.

General considerations for evaluating employee performance in each factor are quality of work, quantity of work, work habits and attitudes, personal characteristics, relationships with others, supervisory ability, and an overall rating.

The Rating Scale

The rating scale consists of four (4) choices of rating values, which are to be applied to each factor and to the overall evaluation. These are:

A. *Excellent.* Consistent performance in excess of the standard level.
B. *Satisfactory.* Consistent performance at the standard level.
C. *Needs Improvement*. Performance below the standard level, but with a potential for improvement.
D. *Unsatisfactory.* Consistent performance below the standard level. A rating of unsatisfactory indicates that improvement is required within ninety (90) days.

Determining Ratings

The evaluator will complete the review form without the employee being present by entering a check mark and/or appropriate comments in the column that reflects the intended rating.

Each factor will be considered separately, taking into account only the particular factor that is being rated. A general opinion of the employee's overall performance or any factor that does not relate to the one being rated should not influence the evaluator.

The evaluator is to be fair, impartial, and objective in evaluating the employee so that the rating of Excellent, Satisfactory, Needs Improvement, or Unsatisfactory accurately describes the employee's performance for the factor.

Evaluations should be considered in terms of the employee's present duties, not in terms of the duties of a different, higher, or lower class. By the same token, evaluators will rate performance for only periods during which they supervised the employee.

Potential value or personal abilities of the employee, except as they are actually applied on present work assignments, should not be considered. Ratings should reveal what the employee actually does in the present position; however, potential or special aptitude should be noted in the "Comments" section of the form.

Employees should not be expected to meet standards of performance unless they have been instructed in job requirements. Employees cannot be responsible for work accomplishments if they have not received understandable assignments and instructions. If an employee has an area of difficulty, the supervisor should consider what has been done to help solve the problem that handicaps the employee's performance.

It is normal for ratings to differ between factors, since an employee's performance in some areas usually will be better than in other areas. The overall rating should be a true measure of the employee's whole performance of duty in relation to the requirements of the position. However, an overall rating of Satisfactory will not prohibit the possibility of dismissal if one (1) or more ratings of Needs Improvement and/or Unsatisfactory exist.

Ratings should not be influenced in a "halo effect," i.e., allowing one aspect of performance to influence the overall evaluation.

Evaluators should also guard against the common fault of "central tendency," the easy method of rating all employees Satisfactory.

Frequency of Evaluations

At the start of each evaluation cycle, the supervisor shall provide the employee with a copy of the evaluation instrument(s) which will be used by the supervisor to document the appraisal of the employee's performance.

Probationary evaluation. The performance of every new staff employee shall be reviewed and rated by the immediate supervisor prior to the completion of two months employment and again at least two (2) weeks prior to the expiration of the probationary period.

Annual evaluation. The performance of every staff member will be reviewed by the immediate supervisor at least annually, to occur no later than May 15.

Special evaluation. The performance of staff members may be reviewed and rated at any time following a previous evaluation where their overall performance rating is other than satisfactory. This may include:

A. Special recognition(s) of superior performance during a single assignment or period, but, due to the performance not being continuous, the overall rating is not changed. Special recognition is usually provided in narrative form as a letter to the employee, with a copy to the personnel file.
B. Revised ratings on the basis of a performance level that has changed significantly since the last review, following a supervisor's recommendations for improvement. Ratings may be revised after a reasonable period of sustained performance or after ninety (90) days.
C. Where performance deficiencies are noted by a supervisor in an evaluation, the supervisor shall provide recommendations for improvement with input from the employee.

Recommendation for Improvement

Where the performance deficiencies are noted by a supervisor in an evaluation, the supervisor shall provide recommendations for improvement. Such recommendations may be informal in nature but shall be documented in some form. Where an individual's performance rating is "Unsatisfactory" in any area, however, the supervisor shall provide formal written recommendations for improvement to the employee. In developing recommendations for improvement, a supervisor shall provide the employee with an opportunity for input.

Recommendations for improvement shall include reasonable and specified timelines within which the employee must improve performance. Such timelines may vary based upon the nature of the performance element(s) involved, but a follow-up review and reevaluation are automatically required within ninety (90) days following the provision of recommendations for improvement to ensure timely resolution of concerns that may affect district efficacy and services to the public. If the employee is employed for the academic year, the timeline provided for improvement shall not include the summer.

If performance and/or action(s) are not raised to the Satisfactory (or better) level during that period, the supervisor, with the approval by the Associate to the Superintendent, may initiate corrective action, which may include dismissal from employment.

Separation Ratings

An assessment of the overall performance of a staff member upon their separation from the District for any reason is a means of providing historical information for consideration in the event of application for reinstatement or rehire.

A separation rating is considered a component of final personnel action papers and need not be completed on the usual rating form. Instead, a summary of overall performance during the entire period of employment will be entered on the Separation Form.

External (Public) Complaints

Complaints against staff members for reasons not associated with their employment will not be considered unless there is clear evidence there is a nexus between the issue and their duties or position within the District, especially where that nexus results in adverse effect upon the employee's performance or their ability to function effectively with the District.

4-104 Employee Discipline

In an effort to provide and maintain a quality educational system, it is important to ensure that professional employees are of the highest standard. It is the intention of the Governing Board to provide administrators with guidance in the discipline of teachers and other professional employees who fail to adhere to proper standards of professionalism. Teachers and other professional employees may be disciplined for violation of the rules, regulations, and policies of the Governing Board, for violation of state and federal laws, and for other just cause. The Board reserves the right not to discipline an employee for a violation of the rules, regulations, and policies of the Board.

It is the expectation of the Board that, in any investigation of allegations of misconduct or any situation involving the possibility of disciplinary action, all parties conduct themselves professionally. Threats, profanity, or demeaning language or actions are not considered professional behaviors.

Definition of Disciplinary Action

For purposes of this policy, disciplinary action is defined as any action in which all three (3) of the following are present:

A. Specifies a failure to comply with the rules, regulations, and policies of the District or pertinent laws;
B. Requires corrective action or other consequence; and
C. Will involve a written disciplinary record that becomes part of the employee's personnel record.

Oral counseling and oral reprimands are not considered to be disciplinary action. Letters of counseling or written direction shall not be considered to be disciplinary action.

Investigation and/or fact-finding is not considered disciplinary action.

Fact-Finding Investigations

Prior to imposing discipline, the administrator shall conduct an investigation to determine whether misconduct has occurred. The employee shall be notified when an investigation is occurring, unless this disclosure may jeopardize the security of the investigation as determined in good faith by the administrator in consultation with legal counsel.

Notwithstanding the foregoing, if the administrator believes discipline may result at the conclusion of the investigation, the administrator shall inform the employee of this upon establishing this intent prior to interviewing the employee.

If the employee believes that an investigation has moved beyond the fact-finding stage, the employee may ask if disciplinary action is intended. If the supervisor indicates that

disciplinary action against the employee is possible, the employee may elect to end the meeting until representation or tape recording of the meeting can be arranged.

Due Process

Employees will be afforded appropriate procedures of due process in all matters of discipline. Due process requires the following:

A. Notice to the employee of the allegations against the employee; and
B. An opportunity to be heard regarding the allegations; e.g., an opportunity to explain that the conduct did not occur as alleged, or to explain how circumstances justified the conduct.

Letters of Counseling or Direction

Letters of counseling or direction are not disciplinary actions but may be used to direct corrective action in an employee's conduct or behavior. A letter of counseling is not an appropriate means to address conduct toward students that is deemed highly inappropriate by a reasonable person's standard, or which may be criminal in nature. For such conduct, some form of discipline, as defined in this policy, is warranted.

A letter of counseling shall not be placed in an employee's personnel file but may be maintained in a separate desk or site file by the administrator. If the administrator intends to maintain a copy of the letter of direction at the site level, the letter shall reference that fact. If an employee transfers to a different site, a letter of counseling may be transferred to the new supervisor of the employee.

Forms of Disciplinary Action

Although administrators shall make every effort to utilize progressive disciplinary standards and actions, more severe disciplinary measures may be imposed based upon the specific violation and circumstances. Any single violation or any combination of violations may be found to constitute cause for dismissal, suspension without pay, or other disciplinary action.

Every employee is required to fulfill all of the duties as set forth in the District's policies and regulations. The failure of an employee to fulfill these duties may result in disciplinary action being taken against the employee. Disciplinary action includes, but is not limited to, the following actions:

A. Written reprimand.
B. Suspension with or without pay for any period in excess of ten (10) working days, determined by the Governing Board.
C. Dismissal, including non-renewal or termination of contract.

Representation

Employees shall be allowed to conference with and be represented by a representative of the Amphitheater Education Association or other individual of their choice in matters of disciplinary action. Employees shall also be permitted to tape record disciplinary meetings. If an employee intends to tape record or bring representation other than legal counsel to a meeting, the employee shall notify the administrator at least one (1) workday in advance of the scheduled meeting. If the employee intends to bring legal counsel to a meeting, the employee shall notify the administrator at least three (3) workdays in advance of the scheduled meeting.

Privacy

Any discipline of an employee shall be conducted in private, and not in the presence of students, parents, other employees, or the public.

Disagreement with Disciplinary Action

An employee who disagrees with disciplinary action may submit a written rebuttal to such disciplinary action, which (a) presents the employee's assertion that the conduct did not occur as reported, (b) an explanation of how circumstances justified the conduct, and/or (c) why the teacher feels the disciplinary action imposed is too severe. A copy of the employee's rebuttal will be placed in the employee's personnel file and will be provided to the individual who prepared the disciplinary action report. This rebuttal may be submitted in addition to and/or in lieu of a grievance filed by the employee.

Adopted:

Legal Authority:

A.R.S. § 13-2911

A.R.S. § 15-153

A.R.S. § 15-203

A.R.S. § 15-341

A.R.S. § 15-342

A.R.S. § 15-350

A.R.S. § 15-503

A.R.S. § 15-507

A.R.S. § 15-508

A.R.S. § 15-514

A.R.S. § 15-536

A.R.S. § 15-538

A.R.S. § 15-538.01

A.R.S. § 15-538.02

A.R.S. § 15-539

A.R.S. § 15-540

A.R.S. § 15-541

A.R.S. § 15-542

A.R.S. § 15-543

A.R.S. § 15-549

A.R.S. § 15-551

A.R.S. § 41-770

4-104.A Procedure - Staff Discipline - Cause

Causes for Disciplinary Action

The Governing Board may dismiss, suspend without pay, or otherwise discipline employees found to have engaged in unprofessional conduct or to have violated any laws, rules, regulations, policies, or procedures of the District, or to be inadequate in classroom performance, provided, however, that if written preliminary notice of inadequacy of classroom performance is required, no such disciplinary action may occur until the requisite written preliminary notice has been given.

Unprofessional conduct. Unprofessional conduct by a teacher or other employee includes, but is not limited to, the following:

A. Failure to be properly certificated.
B. Failure to take and subscribe to the oath or affirmation prescribed for public officers.
C. Failure to resign or secure a leave of absence when afflicted with pulmonary tuberculosis.
D. Knowingly insulting or abusing an employee on school grounds or while the employee is engaged in the performance of assigned duties.
E. Failure to timely observe the requirement of passing a satisfactory examination upon the provisions and principles of the constitutions of the United States and Arizona.
F. Failure to comply with the employee's duties and/or conduct in violation of any rules, regulations, and policies of the Governing Board.
G. Failure to comply with the appropriate statutes or regulations as passed or adopted by the legislature or State Board of Education concerning the employee's duties and conduct.
H. Failure to hold students to strict account for disorderly conduct.
I. Failure to keep a school register, which the Board shall carefully preserve as one of the records of the school.
J. Failure to make the decision to promote or retain a student in grade in a common school or to pass or fail a student in a course in high school, subject to the provisions of A.R.S. § 15-342(12).
K. Fraud in securing appointment.
L. Incompetency.
M. Inefficiency.
N. Improper attitude.
O. Lack of cooperation.
P. Neglect of duty.
Q. Tardiness.
R. Insubordination.
S. Dishonesty.
T. Drunkenness on duty.
U. Addiction to the use of narcotics or habit-forming drugs.

V. Absence without leave.
W. Commission and/or final conviction of a felony or a misdemeanor that:

1. Involves moral turpitude; and/or
2. Adversely affects the ability of the teacher to function in the capacity as an educator.

X. Discourteous treatment of the public, students, or other employees of the District.
Y. Threatening the safety or security of a school or threatening any person on school grounds.
Z. Improper political activity.
AA. Willful disobedience.
BB. Misuse or unauthorized use of District property.
CC. Excessive absenteeism.
DD. Falsification of student test scores or any other student records.
EE. Failure to report suspected child abuse and/or neglect.
FF. Aiding and abetting and/or contributing to the delinquency of a minor.
GG. Any other conduct or failure to act constituting just cause for said discipline or that adversely affects the ability of the teacher to function in the capacity as a teacher.

Counseling

It is the policy of the District to provide opportunities to employees who have been judged to be unsatisfactory to improve their performance. Therefore, such employees will, if practical, receive counseling prior to any disciplinary action.

Oral counseling and/or oral reprimand shall not be considered to be disciplinary action. Letters of counseling or other forms of written counseling shall not be considered to be disciplinary action but shall become part of the employee's personnel record.

Prior to Disciplinary Action or Dismissal

In the interest of District-wide equity in applying disciplinary action, and because of the increasing complexity of employee-rights legislation at both state and federal levels, the Associate to the Superintendent for District Operations shall be consulted prior to the initiation of any disciplinary action.

Representation

Employees shall be allowed to conference with and be represented by a representative of the Amphitheater Education Association or other individual of their choice in matters of disciplinary action. Employees shall also be permitted to tape record disciplinary meetings. If an employee intends to tape record or bring representation other than legal counsel to a meeting, the employee shall notify the administrator at least one (1)

workday in advance of the scheduled meeting. If the employee intends to bring legal counsel to a meeting, the employee shall notify the administrator at least three (3) workdays in advance of the scheduled meetings.

Disciplinary Actions

It is the intention of the Board to provide administrators/supervisors an avenue for the discipline of employees who fail to maintain proper standards. In an effort to provide and maintain a high-quality educational system, it is important to be assured that employees uphold high standards.

Employees may be disciplined for the violation of the rules, regulations, and policies of the Governing Board and for other good and just cause.

Appropriate methods of discipline are available to supervisors to be utilized when an employee fails to comply with the rules, regulations, and policies as set forth by the Governing Board and the state legislature. Any single violation or any combination of violations may be found to constitute cause for dismissal, suspension without pay, or other disciplinary action.

Every employee is required to fulfill all duties as set forth in the job description. Failure of an employee to fulfill duties will result in disciplinary action being taken against the employee. Disciplinary action may include, but not be limited to, the following actions:

A. Warning letters.
B. Suspension with pay or suspension without pay.
C. Establishment of disciplinary probation periods not to exceed four (4) months, subject to the guidelines of this policy.
D. Dismissal.

Timeline

Written reprimands, warning letters, and suspensions shall be initiated within twenty (20) working days of the date the supervisor becomes aware of the incident(s) except where the investigation of the incident involves non-District personnel or organization, in which case, this time period shall be reasonably extended to allow for adequate investigation.

Disciplinary action may not include suspension with pay or suspension without pay for any single period of time in excess of ten (10) working days.

Staff members shall be informed of the specific reasons for any disciplinary actions and shall be advised of their right of appeal). Such information must be provided in writing, with a copy to the Associate to the Superintendent.

Maintenance of Records

No written or recorded material may be placed in an employee's file without the employee's knowledge.

Disciplinary Action other than Dismissal:

A. Whenever disciplinary action is required, the corrective nature is to be in the form of a memorandum to the staff member and must indicate the specific deficiencies and corrective action required for satisfactory performance. If the disciplinary action specifies time limits within which deficiencies must be corrected, this period will constitute a "disciplinary probation period.
B. At the employee's request, disciplinary letters, letters of reprimand, and letters of counseling shall be removed from the employee's file after two (2) years, if there are no additional reprimands, or the reprimands do not involve inappropriate treatment of students.

Dismissal of Support Staff

Staff members may be dismissed for any reason during initial probationary periods and after initial probation because of the frequency or nature of offenses or conduct for continued substandard performance. Dismissal of staff members shall be authorized in accordance with the procedures.

Types of Disciplinary Action

Reprimand: Official reprimands are the least severe disciplinary action and may be either oral or in writing. Written reprimands should be used for more serious offenses or deficiencies and when there is a possibility of dismissal. Reprimands must indicate to the employee the specific nature of the deficiencies and what action is required for improvement. A record of dates of prior discussions of deficiencies and specific points discussed is to be included in written reprimands.

An employee who has received a Letter of Reprimand may, within ten (10) working days of receipt, make a written appeal to the Human Resources Manager to challenge the imposition of the reprimand. The employee's written appeal shall set forth the reasons for the appeal, e.g., that the reprimand is not justified under the circumstances, was based on inaccurate information, or was unfair. The employee shall provide a copy of the written appeal to the supervisor who issued the letter of reprimand.

The employee may submit final written comments to the Human Resources Manager within five (5) working days of receiving the supervisor's response to the appeal.

The Human Resources Manager may convene a meeting to hear brief presentations from both the employee and the supervisor concerning the letter of reprimand and the employee's appeal. If the Human Resources Manager elects to convene such a

meeting, notice of the meeting shall be provided to the employee and supervisor in writing no less than three (3) days in advance of the meeting.

If the Human Resources Manager determines to hold a meeting, it shall be held not less than ten (10) nor more than twenty-five (25) calendar days after receipt of the employee's final written comments or from the date on which the final written comments were due but were not filed. The meeting may be postponed or continued for good cause by the Human Resources Manager.

The employee shall have the right to be represented and assisted by a representative of the Amphitheater Education Association or any other person of the employee's choosing, including legal counsel, during the appeal and any meeting convened by the Human Resources Manager. The employee shall notify the Human Resources Manager if the employee will be represented by legal counsel not less than three (3) days in advance of any meeting at which counsel will appear.

Any meeting held by the Human Resources Manager shall be informal.

The Human Resources Manager shall issue a written decision on the employee's appeal within ten (10) working days of the Human Resources Manager's receipt of the employee's final written comments or the date of the meeting held by the Human Resources Manager, whichever is later.

The decision of the Human Resources Manager may be appealed to the Superintendent.

If the Superintendent appoints a designee to decide the appeal, the Superintendent shall consider the extent to which, if any, the designee was involved in the disciplinary process that resulted in the letter of reprimand.

The timelines and procedures for the consideration and determination of this second level of appeal shall be the same as those set forth above for the first level of appeal before the Human Resources Manager, except that the decision of the Superintendent on the second level of appeal shall be final.

Decisions on appeal under this regulation are not subject to grievance. Decisions on appeal shall be entered in the employee's District personnel file and delivered to the employee in person or by certified mail.

If dissatisfied with either appeal decision, the employee may submit a brief, concise, written statement rebutting or objecting to the decision(s), which shall be placed in the employee's District personnel record.

An employee may request removal from the employee's file after two (2) years if the conduct that resulted in the reprimand has not recurred, or the reprimands do not

involve inappropriate treatment of students. The employee shall file such a request with the Associate to the Superintendent in writing.

Suspension. Suspension - the temporary release of a staff member from duty without pay - is a more severe action and may be used only once for each kind of offense. Should an employee's conduct or performance warrant more than two (2) such suspensions, dismissal should be considered.

A. Suspensions should be imposed in direct proportion to the significance of offenses or deficiencies. The procedure in notifying the Associate to the Superintendent prior to disciplinary action is to be followed.
B. Notice of a preaction hearing must be given to the employee in writing, and a preaction hearing must be held, as outlined below. If, after the preaction hearing the Executive Director for Human Resources or designee finds that the employee's conduct or performance warrants suspension, the Associate to the Superintendent for Human Resources and Finance or designee shall give written notice of the employee's suspension to the employee, indicating the following:

    1. The reason for the action.
    2. Inclusive dates of suspension.
    3. The employee's right to appeal.

C. If a supervisor views a situation as being so severe as to deem it necessary to immediately remove the employee from the premises, the supervisor may order such removal verbally as an administrative reassignment. A written confirming notice from the Associate to the Superintendent will be delivered in person or sent by certified mail to the employee within twenty-four (24) hours. Such removal must be accompanied by, or followed within twenty-four (24) hours by, a notice of preaction hearing as outlined below. The employee shall be paid the regular salary until the decision of the Executive Director for Human Resources or designee regarding the employee's dismissal or suspension is rendered.

Disciplinary probation. A disciplinary probation period, not to exceed four (4) months, may be imposed because of conduct or substandard performance. Reprimand and/or corrective counseling will precede such action whenever practicable.

A. The same requirement of a written notice applies as set forth above under "Reprimand." The performance evaluation form may be used to impose a period of probation. A letter to the employee that contains the information outlined above under "Suspension" will also serve to impose a disciplinary probation period.
B. The imposition of a disciplinary probation period does not create an obligation on the part of the supervisor to refrain from other disciplinary action during the disciplinary probation period, including, but not limited to, demotion or dismissal. A staff member may be otherwise disciplined during or after the disciplinary probation period if there is insufficient improvement in the areas that caused the

imposition of such disciplinary probation or if other cause exists for such other disciplinary action.

Demotion. Demotion is appropriate in cases of sustained substandard performance because of lack of qualifications or lack of interest if the employee is qualified for and proficient in less demanding work. The effects of demotion on compensation are covered in Policy 4-102 and the accompanying procedures. The requirement of written notice is the same as in the case of suspension.

Dismissal. Except for probationary employees who have not completed four (4) months with the District, who are not subject to the dismissal conditions of this regulation, if the supervisor of a staff member deems that dismissal may be necessary, then the Associate to the Superintendent will be consulted in advance.

A. A notice of preaction hearing must be given to the employee in writing, and a preaction hearing must be held, as outlined below. If after the preaction hearing the Executive Director for Human Resources or designee finds that the employee's conduct or performance warrants dismissal, written notice of dismissal shall be issued to the employee, setting forth the following information:

    1. The effective date of the dismissal.
    2. Reason(s) for the action.
    3. A recap of previous unsatisfactory service, to the extent the dismissal is based upon previous conduct or performance.
    4. A recap of any effort to correct the cause of dismissal.
    5. A summary of the employee's appeal rights.

B. The supervisor will prepare the Separation Report.
C. Delivery of notices of dismissal will be directly from the supervisor or the Executive Director for Human Resources to the staff member being dismissed. If this is not possible, delivery will be made by certified U.S. mail, "return receipt requested."

    1. If certified or registered mail is used, a copy must also be sent by first class mail near or at the time the copies are sent by certified or registered mail. A note must be made as to when this was completed.
    2. A copy of the notice will be provided to the Associate to the Superintendent within one (1) working day.

Appeal rights. Appeal rights under suspension, demotion, disciplinary probation, and dismissal shall be as set forth in District policy.

Preaction Hearing Procedure

If a supervisor determines that dismissal or suspension of an employee may be warranted, the supervisor shall, after consulting with the Associate to the

Superintendent, inform the Executive Director for Human Resources and request such a hearing. At this time, a copy of the request will be given to the employee. If the Executive Director for Human Resources or designee determines that discipline may be warranted, a notice of preaction hearing shall be issued to the employee by the Executive Director for Human Resources or designee. The notice shall contain the following information:

A. The date, time, and place of the preaction hearing to be conducted by the Executive Director for Human Resources or designee.
B. The reason(s) for the contemplated dismissal or suspension.
C. In the case of a suspension, the contemplated length of the suspension.
D. A general explanation of the allegations supporting the supervisor's recommendation of discipline.
E. A statement regarding the employee's right to a further explanation, to be provided at the preaction hearing, of the evidence causing the District to contemplate suspension or dismissal.
F. A statement regarding the employee's right to respond to the allegations and evidence against him or her.
G. Notification of the employee's right to representation of his or her own choice at his or her own expense.
H. In the case of possible dismissal, notification that both the supervisor and employee may present the testimony of no more than three (3) witnesses at the preaction hearing.
I. A statement of the employee's right to appeal if the Executive Director for Human Resources or designee issues a notice of suspension or dismissal after the preaction hearing.

The preaction hearing shall be conducted informally. If the employee is present, the Executive Director for Human Resources or designee shall inform the employee of the evidence indicating that suspension or dismissal of the employee may be warranted. The employee shall be permitted a reasonable opportunity to respond at the preaction hearing regarding such evidence and the appropriateness of any discipline. When dismissal is being contemplated, the supervisor and the employee shall have the right to present oral or written testimony of no more than three (3) witnesses.

Upon the conclusion of the preaction hearing, the Executive Director for Human Resources or designee shall, within a reasonable period of time, issue findings of fact and a recommendation to the Superintendent as to whether suspension or dismissal of the employee is warranted. To the extent practicable, within ten (10) working days of the receipt of the findings and recommendations, the Superintendent shall determine whether the employee shall be suspended or dismissed, by either concurring with or revising the recommendation. If it is determined that suspension or dismissal is warranted, a notice of dismissal or a notice of suspension shall be issued to the employee in writing in accordance with these regulations.

4-104.B Procedure - Staff Discipline - Reporting

Reporting of Immoral or Unprofessional Conduct

Any certificated person or Governing Board member who has reasonable grounds to believe that a certificated employee has engaged in conduct of an unprofessional or immoral nature involving a minor or minors shall report or cause reports to be made to the Department of Education, in writing, within seventy-two (72) hours of the initial report to authorities, pursuant to A.R.S. § 13-3620.

If the Superintendent has presented a statement of charges against a certificated employee to the Board, in which the alleged cause for dismissal constitutes immoral conduct, a report of the charges, or resignations involving the charges will be made to the Department of Education.

A certificated person or Board member who reports, or provides information regarding, the immoral or unprofessional conduct of a certificated person to the Department of Education in good faith is not subject to an action for civil damages as a result.

Failure of a certificated person to report information as required by state law and District policy constitutes grounds for disciplinary action by the State Board of Education.

4-104.C Procedure - Staff Discipline - Disciplinary Procedures for Letter of Reprimand

Procedures for Issuance of Letters of Reprimand

When an administrator determines that there is good cause to impose a Letter of Reprimand, the administrator shall notify the teacher or other professional employee of the administrator's intent to impose discipline. The Notice of Intent to Impose Discipline shall be in writing and shall be delivered to the employee in person or by First Class Mail. This notice shall be retained in the employee's personnel file and shall include the following information:

A. A description of the conduct or omission by the employee which is the reason for discipline.
B. A citation or reference to any laws, rules, regulations, policies, duties or directives, if any, violated by the employee's conduct or omission.
C. The date, place and time of the disciplinary meeting during which the administrator will issue the Letter of Reprimand.

At the time of the disciplinary meeting, the administrator shall verbally review the written Notice of Intent to Impose Discipline with the employee. The employee shall then be given an opportunity to respond to the Notice of Intent, e.g., to explain that the employee's conduct did not occur as alleged or to explain how circumstances justified the employee's conduct. If the administrator determines that a letter of reprimand is still warranted after the employee's response, the administrator shall present the Letter of Reprimand to the employee.

Retention and Removal of Letters of Reprimand

At the written request of an employee submitted to the associate to the Superintendent, a Letter of Reprimand, and the preceding and corresponding Notice of Intent to Impose Discipline shall be removed from an employee's personnel file provided all of the following conditions are met:

A. The letter does not concern conduct toward students that is deemed highly inappropriate by a reasonable person's standard, or which may be criminal in nature;
B. The conduct or omission resulting in the reprimand, or any related action, has not recurred in the two (2) calendar year period following the reprimand; and
C. No other Letter of Reprimand has been placed in the employee's personnel file in the two (2) calendar year period following the reprimand.

Appeals of Letters of Reprimand

Letters of reprimand are not subject to the grievance procedures set forth in Governing Board policy. Rather, the procedures for appeal from a letter of reprimand shall be as follows:

An employee who has received a letter of reprimand may, within ten (10) working days of receiving the letter of reprimand, file an appeal with the Superintendent. The Superintendent shall develop procedures for the review of such appeals. The procedures shall provide for two (2) levels of appeal. Decisions on appeals shall be issued within a reasonable period of time. The Superintendent's decision on the appeal shall be final and is not subject to grievance procedures contained in Governing Board policy

4-104.D Procedure - Staff Discipline - Appeal of Reprimand

An employee who has received a Letter of Reprimand may, within ten (10) working days of receipt, make a written appeal to the Human Resources Manager to challenge the imposition of the reprimand. The employee's written appeal shall set forth the reasons for the appeal, e.g., that the reprimand is not justified under the circumstances, was based on inaccurate information, or was unfair. The employee shall provide a copy of the written appeal to the supervisor who issued the letter of reprimand.

The supervisor may respond to the appeal by delivering a written response to the Human Resources Manager within ten (10) working days of receiving a copy of the letter of appeal. The supervisor shall deliver a copy of the response to the appeal to the employee.

The employee may submit final written comments to the Human Resources Manager within five (5) working days of receiving the supervisor's response to the appeal.

The Human Resources Manager may convene a meeting to hear brief presentations from both the employee and the supervisor concerning the letter of reprimand and the employee's appeal. If the Human Resources Manager elects to convene such a meeting, notice of the meeting shall be provided to the employee and supervisor in writing no less than three (3) days in advance of the meeting.

If the Human Resources Manager determines to hold a meeting, it shall be held not less than ten (10) nor more than twenty-five (25) calendar days after receipt of the employee's final written comments or from the date on which the final written comments were due but were not filed. The meeting may be postponed or continued for good cause by the Human Resources Manager.

The employee shall have the right to be represented and assisted by a representative of the Amphitheater Education Association or any other person of the employee's choosing, including legal counsel, during the appeal and any meeting convened by the Human Resources Manager. The employee shall notify the Human Resources Manager if the employee will be represented by legal counsel not less than three (3) days in advance of any meeting at which counsel will appear.

Any meeting held by the Human Resources Manager shall be informal.

The Human Resources Manager shall issue a written decision on the employee's appeal within ten (10) working days of the Human Resources Manager's receipt of the employee's final written comments or the date of the meeting held by the Superintendent, whichever is later.

The decision of the Human Resources Manager may be appealed to the Superintendent.

If the Superintendent appoints a designee to decide the appeal, the Superintendent shall consider the extent to which, if any, the designee was involved in the disciplinary process that resulted in the letter of reprimand.

The timelines and procedures for the consideration and determination of this second level of appeal before the Superintendent shall be the same as those set forth above for the first level of appeal before the Human Resources Manager, except that the decision of the on the second level of appeal shall be final.

Decisions on appeal under this regulation are not subject to grievance. Decisions on appeal shall be entered in the employee's District personnel file and delivered to the employee in person or by certified mail.

If dissatisfied with either appeal decision, the employee may submit a brief, concise, written statement rebutting or objecting to the decision(s), which shall be placed in the employee's District personnel record.

4-104.E Procedure - Staff Discipline - Disciplinary Procedures for Suspensions without Pay of Ten Days or Less

Procedures for Administrative Imposition of Suspensions without Pay

After an appropriate investigation, an administrator may determine that there is just cause to impose a suspension without pay for ten (10) days or less. If the administrator so determines, the administrator shall notify the teacher or other professional employee of the administrator's intent to impose discipline. The Notice of Intent to Impose Discipline shall be in writing and shall be delivered to the employee in person or by First Class Mail. This notice shall include the following information:

A. A description of the conduct or omission by the employee which is the reason for discipline.
B. A citation or reference to any laws, rules, regulations, policies, duties or directives, if any, violated by the employee's conduct or omission.
C. The date, place and time of the disciplinary meeting during which the administrator will issue the disciplinary action.
D. The specific discipline the supervisor intends to impose, i.e., the number of days of unpaid suspension proposed.

At the time of the disciplinary meeting, the administrator shall verbally review the written Notice of Intent to Impose Discipline with the employee. The employee shall then be given an opportunity to respond to the Notice of Intent, e.g., to explain that the employee's conduct did not occur as alleged or to explain how circumstances justified the employee's conduct.

If the administrator determines that a suspension without pay is still warranted after the employee's response, the administrator shall present the employee with a letter informing the employee that a suspension will be imposed at the conclusion of a thirty (30) calendar day period, unless the employee requests a Pre-Action hearing within that period to challenge the imposition of the suspension without pay.

If the employee chooses to request a Pre-Action hearing, the employee shall deliver a written request for a hearing to the Superintendent within the thirty (30) day period.

The timely filing of a request for a Pre-Action hearing shall delay the imposition of the suspension pending completion of the hearing.

If the employee does not make a timely request for a Pre-Action hearing, or following the Pre-Action hearing which results in a suspension without pay, the Notice of Intent to Impose Discipline and document(s) imposing the suspension without pay shall be placed in the employee's personnel file.

4-104.F Procedure - Staff Discipline - Pre-Action Hearing Procedures for Suspensions without Pay of Ten days or Less

Any certificated teacher or other professional employee who receives notice that cause exists for Suspension without Pay shall have the right to a preaction hearing upon the filing of a written request with the Superintendent within thirty (30) calendar days of receiving notice from the employee's supervisor that a suspension without pay will be imposed. The filing of a timely request for a hearing with the Superintendent shall suspend the imposition of any disciplinary action pending completion of the preaction hearing.

A preaction hearing shall be conducted by a person designated by the Superintendent who shall not be the employee's supervisor. The preaction hearing shall be conducted by the hearing officer according to the following procedures:

A. The hearing officer shall provide notice of the date of the hearing no less than ten (10) working days prior to the hearing. The hearing shall be held not less than fifteen (15) days nor more than twenty-five (25) calendar days after receipt of the employee's request for the hearing but may be postponed or continued from time to time for good cause by the hearing officer.
B. The employee and the supervisor shall disclose to the hearing officer and to one another their list of witnesses and copies of their exhibits not less than five (5) working days prior to the hearing.
C. The employee and the supervisor may seek to compel the attendance of witnesses by subpoena in accordance with Arizona law.
D. The hearing shall be informal, except that witnesses shall give testimony under oath or affirmation.
E. The parties may be represented by legal counsel or another representative of their choosing but shall provide notice of their intent to be represented by legal counsel no less than five (5) days in advance of the hearing date.
F. The hearing officer shall, not more than ten (10) working days after the conclusion of the hearing, prepare written findings and a decision with respect to the suspension without pay. If the hearing officer concludes that discipline should be imposed, the hearing officer's findings and decision shall be filed in the employee's personnel file, and copies shall be delivered to the Superintendent and to the employee in person or by certified mail, with a return receipt requested.

The decision of the person conducting the hearing shall be final unless, within five (5) working days after receipt of the decision, the teacher or other professional employee delivers a written grievance to the Superintendent, pursuant to Governing Board policy and related procedures. Such grievance shall be addressed in Level Two of the grievance process, but in no event shall the person hearing the grievance be the person who conducted the preaction hearing or the supervisor who imposed the discipline.

4-104.G Procedure - Staff Discipline - Procedures for Dismissal or Suspension without Pay of More than Ten Days

Suspension without Pay or Dismissal - Process

An employee may be dismissed for misconduct, including conduct that is in violation of the law or policies, rules, and/or regulations (including written directives) of the Governing Board or administration, or for other just cause.

An employee may be suspended without pay for a period of time exceeding ten (10) working days for misconduct, including conduct that is in violation of the policies, rules, and/or regulations (including written directives) of the Governing Board or administration, or for other just cause, where such performance, conduct, or cause is not sufficient to warrant dismissal.

The initiation of dismissal or suspension without pay of more than ten (10) working days shall be accomplished by the adoption of a written statement of charges by the Board, charging that cause exists for suspension without pay or dismissal. The Board shall give notice to the employee of its intention to dismiss or suspend the employee without pay at the expiration of thirty (30) days from the date of the service of the notice.

Service of Notice of Intention to Suspend without Pay for More than Ten Days or to Dismiss

The notice shall be in writing and shall be served upon the employee personally or by United States registered or certified mail addressed to the employee's last known address of record in the Human Resources Department.

The employee shall be asked to sign a document acknowledging receipt of the notice and materials hand-delivered to the employee. If the employee refuses to sign an acknowledgment, the person delivering the notice and related materials must sign the acknowledgment and make note of the employee's refusal to sign and the circumstances surrounding it.

If certified or registered mail is used, a copy must also be sent by first class mail near or at the same time the copies are sent by certified or registered mail. A record shall be made as to when and how this was completed.

If the notice is issued to a certificated teacher, it shall include copies of the following statutes: A.R.S. §§ 15-501,15-538.01,15-539 through and including 15-542, 15-544 through and including 15-547, and 15-549.

Content of Statement of Charges

Any written statement of charges alleging misconduct in violation of the rules, regulations, or policies of the Board, or inadequacy of classroom performance shall

specify instances of behavior and the acts and omissions constituting the charge so that the employee will be able to prepare a defense. If applicable, the written statement shall include reference to the statutes, rules, or written objectives of the Board that the employee is alleged to have violated and shall set forth the facts relevant to each occasion of alleged unprofessional conduct or inadequacy of classroom performance.

In matters involving the discipline of certificated teachers for misconduct other than inadequacy of classroom performance, the action of the Board shall, to the extent practicable, comply with the guidelines for dismissal of a continuing teacher for misconduct or for other just cause, or the guidelines for dismissal of a noncontinuing teacher for unprofessional misconduct or for other just cause, as applicable.

If the Board's action is taken as a result of a teacher's inadequate classroom performance, the action of the Board shall, to the extent practicable, comply with the guidelines for dismissal or nonrenewal of a noncontinuing teacher for inadequacy of classroom performance, or the guidelines for dismissal of a continuing teacher for inadequacy of classroom performance, as applicable.

Request or Lack of Request for Hearing

If, after the Board gives notice to the employee of its intention to dismiss or suspend the employee, the employee has not requested a hearing within thirty (30) calendar days from service of the Board's notice, the Board shall vote in a public meeting to dismiss or suspend the employee, at which time the dismissal or suspension without pay shall become effective.

If, after the Board gives notice to the employee of its intention to dismiss or suspend the employee without pay, the employee does make a timely request for a hearing, the Board shall convene a hearing in accordance with applicable procedures.

4-104.G Procedure - Staff Discipline - Administrative Leave

Administrative Leave of Absence

The Superintendent or Governing Board may place an employee on administrative leave of absence and give the employee notice of the administrative leave of absence.

A. The notice of administrative leave of absence shall be in writing and shall be served upon the teacher personally or by United States registered or certified mail addressed to the teacher at the last known address, with a return receipt requested.
B. Any teacher who is placed on administrative leave of absence shall continue to be paid regular salary during the period of administrative leave of absence.
C. If the teacher has been placed on administrative leave of absence pending a hearing on allegations charging cause for suspension without pay or dismissal, the teacher shall be reinstated within five (5) days after a decision not to suspend without pay or not to dismiss the teacher, unless the teacher is a certificated teacher who has not been employed by the School District for more than the major portion of three (3) consecutive school years whose contract was not renewed.

Compulsory Leave of Absence

If an employee is charged by criminal complaint, information, or indictment with any criminal offense that would be deemed cause for dismissal, the Board or Superintendent may place the employee on an administrative leave of absence with pay for not more than ten (10) working days after the date of entry of the judgment in the proceedings.

An employee placed upon compulsory leave of absence pursuant to this section shall continue to be paid regular salary during the period of compulsory leave of absence.

4-104.H Procedure - Staff Discipline - Teacher's Appeal and Hearing Rights

Appeal from Notice of Dismissal or Suspension without Pay

Any certificated teacher who receives notice that cause exists for dismissal or suspension without pay shall have the right to a hearing upon filing of a written request with the Governing Board within thirty (30) days of the service of the notice. In the case of dismissal, said hearing shall be before the Board; in the case of suspension without pay, the hearing shall be before the Board or, at the option of the Board, a person or persons designated by the Board to act on its behalf.

Appeal from Disciplinary Action Other than Suspension without Pay or Dismissal

Any teacher who receives notice of disciplinary action other than suspension without pay or dismissal shall have the right to a hearing as set forth in Policy 4-104.

4-104.I Procedure - Staff Discipline - Hearing Procedures for Dismissals or Suspensions without Pay Exceeding Ten Days

Pre-Hearing Procedures

Prior to the commencement of any hearing for dismissal or suspension without pay of more than ten (10) days, a written statement of the charges shall be adopted against the teacher or other professional employee by the Governing Board. Written notice shall be provided to the employee of any Executive Session at which such discipline is to be considered or discussed by the Board. Notice shall be provided as is appropriate but shall not be given less than twenty-four (24) hours for the employee to determine whether the discussion or consideration should occur at a public meeting. Notice shall be delivered to the employee, as provided in District policy.

Hearing Procedures

If, after the Board gives notice to the employee of its intention to dismiss or suspend the teacher without pay, the teacher has requested a hearing within thirty (30) calendar days from the date of the service of the notice, as provided by law, the Board, in the case of a dismissal, or a person designated by the Board to act on its behalf in the case of a suspension without pay of more than ten (10) days, shall hold a hearing (if timely requested by the teacher) not less than ten (10) nor more than twenty-five (25) days after the request is filed. The employee shall be given notice of the time and place of the hearing not less than three (3) days before the date of the hearing.

Public or private hearing. The employee may request that the hearing be public or private. If the employee declines to make a request for a public hearing, the hearing will be private.

The Board or its designee(s) may, prior to and during the hearing, through the President or any designated member of the Board or the chairperson of the designee(s) or any of its designated members:

A. Issue subpoenas.
B. Compel attendance of witnesses and production of documentary evidence.
C. Administer oaths to witnesses.
D. Cause depositions to be taken.

Failure of witness to appear. If a witness fails to appear at the time and place designated in the subpoena or to answer questions or produce a document as ordered, the Board may apply to the Pima County Superior Court for an order from the court imposing sanctions and for other appropriate relief.

Continuance of hearing. The Governing Board and/or its designee(s) may grant a continuance of a hearing from time to time for good cause, upon motion of either side or upon its own motion. In granting a continuance, consideration shall be given to:

A. The length of the requested delay.
B. The possible prejudice to the moving party if the delay is denied.
C. The importance of the testimony that may be presented if the delay is granted.

Conduct of Hearings

Hearings shall be conducted in the following manner:

A. The administration shall present its case first in a hearing. Both sides may present opening statements, if desired. The person(s) conducting the hearing may ask questions during or after the questioning of witnesses. Both sides may cross-examine witnesses. A party who objects to a question asked may make an objection to avoid a waiver of the objectionable evidence; however, technical rules of evidence do not apply, and all evidence may be offered that is not irrelevant, provided, further, that the person(s) conducting the hearing may limit cumulative testimony. The parties may offer rebuttal evidence. Each party may present closing arguments.
B. At the hearing, the employee may appear in person and by legal counsel or another representative of the employee's choosing, if desired, and may present any testimony, evidence, or statements, either oral or in writing, in the employee's behalf. The burden for proving the existence of just cause for the disciplinary action shall be upon the Superintendent or designee.
C. If the suspension hearing is being conducted by a person or persons other than a quorum of the Board, then said person(s) shall, at the termination of the hearing, submit a summary of the evidence, written findings of fact, and a recommendation to the Board.
D. Within ten (10) working days following the close of the hearing, the Board shall determine whether just cause existed for the dismissal or suspension and shall render its decision accordingly, either affirming or withdrawing the disciplinary action. The failure of the Board to approve the disciplinary action by a majority vote shall be deemed a withdrawal of the disciplinary action.
E. No witness shall be permitted to testify at the hearing except upon oath or affirmation. No testimony shall be given or evidence introduced relating to teaching adequacy that occurred more than four (4) years prior to the date of the service of the notice. Evidence or records regularly kept by the Board concerning the teacher may be introduced, but no decision relating to the suspension without pay or dismissal of any teacher shall be based on charges or evidence relating to teacher adequacy occurring more than four (4) years prior to service of the notice. The four (4)-year time limit shall not apply to the introduction of evidence in any area except that relating to adequacy of classroom performance.
F. The Board shall prepare or cause to be prepared an official record of the hearing, including all testimony recorded manually or by mechanical device, and exhibits, but the Board shall not be required to transcribe or cause to be transcribed the record unless requested by the teacher, who shall be furnished with a complete transcript upon the payment of the actual cost. The Board may require a deposit from the teacher in an amount equal to the estimated cost of transcription prior to

the commencement of said transcription. Within ten (10) working days following the hearing the Board shall determine whether there existed just cause for the notice of dismissal or suspension and shall render its written decision accordingly, either affirming or withdrawing the notice of dismissal or suspension. Just cause does not include religious or political beliefs or affiliations unless they are in violation of the oath or affirmation of the teacher.

G. The Board shall pay all expenses of the hearing. The teacher and the Board shall pay their own attorney and witness fees, except if the Board does not suspend the teacher without pay or dismiss the teacher, the Board shall pay all reasonable attorney and witness fees incurred by the teacher.
H. A certificated teacher who has been placed on administrative leave of absence pending the hearing shall be reinstated within five (5) days after the Board renders a written decision not to dismiss or suspend the teacher without pay unless the teacher is a certificated teacher who has not been employed by the District for more than the major portion of three (3) consecutive school years, and whose contract has expired without renewal.
I. There shall be no rehearing.

Appeal from Governing Board Decision Regarding Suspension without Pay or Dismissal

The decision of the Board or its designee regarding a dismissal or suspension is final unless, within thirty (30) days after the date of the Board's final decision the teacher files an appeal with the Pima County Superior Court.

Appeal from Decision Relating to Disciplinary Action Other than Suspension or Dismissal

There shall be no right of appeal from a final decision of the Superintendent or the Superintendent's designee with respect to a decision on disciplinary action other than suspension without pay or dismissal.

Stigmatizing Hearing

Any teacher whose personnel file contains charges, allegations, or assertions that would be detrimental to the teacher in further employment efforts, whether or not the teacher's contract has been renewed, if the teacher is not entitled to any other hearing pursuant to the policies and regulations, shall be entitled to a hearing and appeal similar to that provided to teachers who have been subjected to disciplinary action other than suspension or dismissal, provided, however, that the only relief that may be granted pursuant to said hearing and appeal shall be the right to have the records amended to modify or delete the stigmatizing information. The hearing shall be conducted by a person appointed by the Superintendent.

4-104.J Procedure - Staff Discipline - General Guidelines

It is the policy of the District to provide general guidelines relating in order to facilitate a clear understanding by all interested persons. The guidelines set forth in items listed below should, however, be regarded merely as guidelines. Any action taken against any employee of the District that complies with requirements of the Arizona Revised Statutes shall be deemed to comply with these guidelines and will be legally sufficient.

GUIDELINES FOR NONRENEWAL OR DISMISSAL OF A NONCONTINUING TEACHER

Nonrenewal of Noncontinuing Teacher Due to Inadequacy of Classroom Performance

Assessment and evaluation of noncontinuing teachers:

A. Prior to November 15, each such teacher shall be observed in the classroom, evaluated, and assessed in the manner set forth in the District's teacher performance evaluation system.
B. A copy of the written evaluation and assessment shall be delivered to the teacher within five (5) days of the completion of the evaluation conference.
C. A Governing Board designee, who may be the evaluator, shall confer with the teacher after transmission of the evaluation and shall make specific recommendations as to desired or necessary improvements, if the performance of the teacher warrants improvement. At this conference the Board designee discusses with the teacher any assistance the teacher may need, and the opportunities that will be provided to overcome any inadequacies.
D. If the teacher's classroom performance is evaluated as inadequate during the first semester, the Superintendent recommends to the Board that the Board authorize the Superintendent to notify the teacher of its initial intention not to reemploy if the teacher does not demonstrate adequate classroom performance within ninety (90) days after receiving the notice.

Notice of potential inadequacy. It is recommended but not required that any principal who believes, based upon an evaluation, that the classroom performance of such teacher is inadequate, should notify both the teacher and the Superintendent of the potential inadequacy at the earliest opportunity. More than one (1) notice may be given. The principal may use a communication similar in form to Recommended Forms. Failure to give any such notice shall not preclude the giving of a written preliminary notice of inadequacy of classroom performance.

Notice of inadequacy. Any principal who believes that such a teacher's contract should not be renewed, due to inadequacy of classroom performance, shall, by November 30, so notify the Superintendent. It is recommended that the principal use a communication similar in form to Recommended Form 2A.

The Superintendent, may, upon receipt of such a notice from a principal, issue a written preliminary notice of intent not to renew the contract of the noncontinuing teacher for the following school year.

Not later than January 15 - preferably between December 1 and January 10:

A. As soon as practicable following receipt of the principal's notice, but in no event later than January 15, the teacher shall be issued written preliminary notice of inadequate classroom performance from the Governing Board or the Superintendent. This notice shall be delivered personally or by registered or certified mail with return receipt requested.
B. This preliminary notice includes:
    1. Specific nature of inadequacy.
        a) Specific instances of behavior and the acts or omissions constituting the classroom inadequacy.
        b) The statutes, rules, or written objectives of the Governing Board with which the teacher has not complied, and the facts of each instance of noncompliance.
    2. Copies of any evaluations pertinent to the charge.
    3. A statement that the teacher must demonstrate adequate classroom performance within ninety (90) days after receipt of this notice or the teacher will not receive a new contract.

From the service upon the teacher of written preliminary notice to 90 days thereafter:

A. The Governing Board designee:
    1. Continues to confer with the teacher evaluated as being inadequate.
    2. Continues to provide assistance and appropriate opportunities for improvement.
    3. Ascertains and reports to the Governing Board whether the teacher is performing adequately.
B. The classroom performance of a teacher who has received a preliminary notice of inadequate classroom performance is reevaluated within ninety (90) days by the evaluator. This evaluation may be the same as or different from the normal second-semester evaluation.

Not later than April 15 - preferably between April 1 and April 10:

A. If the teacher continues to perform inadequately in the classroom, based upon the Superintendent's recommendation, the Board may vote to give the teacher notice of intention not to renew the teacher's contract, based on charges of inadequacy of classroom performance.
B. The Board provides the teacher with written notice of the charge of inadequacy, which notice shall include:
    1. Specific instances of behavior and the acts or omissions constituting the charge.

2. A statement of all applicable statutes, rules, or written objectives that the teacher has violated.
3. The facts relevant to each occasion of inadequate classroom performance.
4. A copy of the following statutes:

A.R.S. § 15-501	A.R.S. § 15-541	A.R.S. § 15-546
A.R.S. § 15-538.01	A.R.S. § 15-542	A.R.S. § 15-547
A.R.S. § 15-539	A.R.S. § 15-544	A.R.S. § 15-549
A.R.S. § 15-540	A.R.S. § 15-545	

5. A copy of any evaluation(s) pertinent to the charge, including evaluations previously provided to the teacher in the preliminary notice.

C. This notice is delivered personally to the teacher or sent by registered or certified mail, return receipt requested, to the teacher's last known address.
D. If the evaluation that takes place after the written preliminary notice disclosed that the teacher has overcome the specified inadequacies, the Board will issue a contract during the period March 15 to May 15 unless, on or before April 15, the Board, a member of the Board acting on its behalf, or the Superintendent gives notice to the teacher of the Board's intention not to offer a teaching contract, unless the teacher has been dismissed pursuant to A.R.S. §§ 15-538, 15-539, 15-541 or 15-544.

Nonrenewal of Noncontinuing Teacher for Reasons Other than Inadequacy of Classroom Performance

Prior to March 15:

A. It is recommended, but not required, that the principal notify the Superintendent and the teacher at the earliest opportunity (before the date set forth below) when a teacher is having any difficulty.
B. For nonrenewal of a teacher's contract for causes other than inadequacy of classroom performance, the principal must notify the Superintendent of said need, in writing, on or before March 15.

Prior to April 1:

The Superintendent recommends to the Board that the Board notify the teacher or authorize the Superintendent to notify the teacher of the Board's intention not to reemploy the teacher for the following school year for the reasons presented. The recommendation must be made in time to permit the Board to take action at a public meeting.

Prior to April 15:

A. The Board or the Superintendent or a member of the Board acting on its behalf provides the teacher with written notice of intention not to reemploy. The notice shall include:
   1. The reason(s) for the Board's decision.
   2. A copy of any evaluation(s) pertinent to the reason(s).
   3. If the reason(s) results from charges of unprofessional conduct or conduct in violation of the rules, regulations, or policies of the Board the notice shall include:
      a) Specific instances of behavior and the acts or omissions constituting the charge.
      b) A statement of all applicable statutes, rules, or written objectives that the teacher has violated.
      c) The facts relevant to each occasion of alleged unprofessional conduct.
      d) A copy of the following statutes:

A.R.S. § 15-501	A.R.S. § 15-541	A.R.S. § 15-546
A.R.S. § 15-538.01	A.R.S. § 15-542	A.R.S. § 15-547
A.R.S. § 15-539	A.R.S. § 15-544	A.R.S. § 15-549
A.R.S. § 15-540	A.R.S. § 15-545	

B. This notice is delivered personally to the teacher or sent by registered or certified mail, return receipt requested, to the teacher's last known address. Delivery or postmark must be on or before April 15.

GUIDELINES FOR DISMISSAL OF A CONTINUING TEACHER

<u>Dismissal of Continuing Teacher for Inadequacy of Classroom Performance</u>

Evaluation:

A. A certificated teacher who has been employed by the District for the major portion of three (3) consecutive school years shall be evaluated in writing at least once each school year by a qualified evaluator designated by the Board.
B. A copy of the evaluation is transmitted to the teacher within five (5) days of completion of the evaluation conference.
C. A Board designee shall confer with the teacher after transmission of the evaluation and make specific recommendations as to desired or necessary improvements, if the performance of the teacher warrants improvements. At this conference the Board designee discusses with the teacher any assistance the

teacher may need, and the opportunities that will be provided to overcome any inadequacies.

D. It is recommended, but not required, that the principal give notice to the Superintendent and to the teacher at the earliest opportunity (before the dates set forth below) when a teacher is having difficulty.

During the first school year in which inadequate classroom performance is observed:

A. If the teacher's classroom performance is evaluated as inadequate, the principal notifies the Superintendent of such inadequacy by November 15 or by April 15, explaining the inadequacy and providing a copy of any evaluation that sets forth the inadequacy.
B. The Superintendent may, upon receipt of the principal's notice, issue a written preliminary notice of inadequacy of classroom performance to the teacher and notice of the Superintendent's intention to recommend dismissal of the teacher to the Board if the teacher does not demonstrate adequate classroom performance within the time specified in the written preliminary notice, as specified by law.
C. This preliminary notice issued by the Superintendent shall be delivered personally or by registered or certified mail, return receipt requested. Service or delivery shall occur by December 1 or May 1, as applicable. This preliminary notice shall include:
    1. Specific nature of inadequacy:

        a. Specific instances of behavior and the acts or omissions constituting the classroom inadequacy.
        b. The statutes, rules, or written objectives of the Governing Board with which the teacher has not complied, and the facts of each instance of noncompliance.

    2. Copies of any evaluations pertinent to the charge.
    3. A statement that the teacher is permitted no less than forty-five (45) instructional days within which to correct the inadequacy and overcome the grounds for the charge, and that if adequate performance is not demonstrated within the time permitted, then the teacher will be dismissed either within thirty (30) days of the service of a subsequent notice of intention to dismiss or by the end of the contract year in which the subsequent notice of intention to dismiss is served, unless the teacher has requested a hearing as provided by law.
    4. A statement that if the teacher demonstrates adequate classroom performance during the period allowed to correct such deficiencies as specified in the written preliminary notice, the Board will not dismiss the teacher for the reasons specified in the written preliminary notice.

After service of the written preliminary notice and prior to action to dismiss:

A. The Board designee shall:

1. Continues to confer with the teacher.
2. Continues to provide assistance and appropriate opportunities for improvement.
3. Ascertains and reports to the Board whether the teacher is performing adequately.

B. The classroom performance of the teacher shall be reevaluated near the end of the first semester of the eighty-five (85) instructional day improvement period.
C. If, by the end of the eighty-five (85) instructional day improvement period, the teacher has not corrected the inadequacy and overcome the grounds for the charge, the principal shall give notice to the Superintendent no later than five (5) days following the conclusion of the improvement period.
D. Upon receipt of the principal's notice that the teacher has not corrected the inadequacy and overcome the grounds for the charge, the Superintendent shall give notice to the Board of the Superintendent's recommendation to dismiss the teacher for inadequacy of classroom performance.
E. Based upon the Superintendent's recommendations, the Board votes to dismiss the teacher based upon inadequacy of classroom performance, either within thirty (30) days of the service of the Board's subsequent notice of intention to dismiss or by the end of the contract year in which the subsequent notice of intention to dismiss is served, unless the teacher requests a hearing by filing a written request with the Board within thirty (30) days of service of the notice of intent to dismiss. The Board must meet and give the notice of intent to dismiss to the teacher on or before May 15.
F. The written notice of intention to dismiss provided by the Board to the teacher, shall include:

1. Specific instances of behavior and the acts or omissions constituting the charges of inadequacy.
2. A statement of all applicable statutes, rules, or written objectives which the teacher has violated.
3. The facts relevant to each occasion of inadequate classroom performance.

A copy of the following statutes:

A.R.S. § 15-501	A.R.S. § 15-541	A.R.S. § 15-546
A.R.S. § 15-538.01	A.R.S. § 15-542	A.R.S. § 15-547
A.R.S. § 15-539	A.R.S. § 15-544	A.R.S. § 15-549
A.R.S. § 15-540	A.R.S. § 15-545	

4. A copy of any evaluation(s) pertinent to the charge, including evaluations previously provided to the teacher in the written preliminary notice.

G. This subsequent written notice is delivered personally to the teacher or sent by registered or certified mail, return receipt requested, to the teacher's last known address.
H. If a teacher has overcome the specified inadequacies, the Board may not dismiss the teacher for the reasons specified in the written preliminary notice.

Dismissal of Continuing Teacher for Misconduct or for Other Just Cause

Before April 15:

A. It is recommended, but not required, that the principal give notice to the Superintendent and the teacher at the earliest opportunity (before the dates set forth below) when a teacher is having any difficulty.
B. To dismiss a teacher for cause other than inadequacy of classroom performance, the Superintendent must be notified in writing by the principal on or before April 15.

Before May 1:

The Superintendent recommends to the Board that the Board give notice to the teacher or authorize the Superintendent to notify the teacher of the Board's intention to dismiss for unprofessional conduct or for other good cause at the expiration of thirty (30) days from the date of service of the notice. The recommendation must be made in time to permit the Board to decide the matter in public meeting and give notice to the teacher on or before May 15, provided, however, that if dismissal proceedings in reference to such teacher cannot be completed by May 15 through no fault of the Board or the Superintendent, or if the incidents relied on in whole or in part occurred after May 15, dismissal proceedings may continue or be initiated.

Before May 15:

A. The Board must meet and vote to give notice of intention to dismiss, and the Board, the Superintendent, or a member of the Board acting on its behalf provides the teacher with written notice of its intention to dismiss for unprofessional conduct or other reason constituting good cause at the expiration of thirty (30) days. Notice must be given to the teacher on or before May 15. It is recommended that the notice be by a form similar to Recommended Form 3A. The notice shall include:

    1. Specific instances of behavior and the acts or omissions constituting the charge.
    2. A statement of any applicable statutes, rules, or written objectives that the teacher has violated.
    3. The facts relevant to each occasion of unprofessional conduct or other reason constituting good cause.

A copy of the following statutes:

A.R.S. 15-501	A.R.S. 15-541	A.R.S. 15-546
A.R.S. 15-538.01	A.R.S. 15-542	A.R.S. 15-547
A.R.S. 15-539	A.R.S. 15-544	A.R.S. 15-549
A.R.S. 15-540	A.R.S. 15-545	

B. This notice is delivered personally to the teacher or sent by registered or certified mail, return receipt requested, to the teacher's last known address.

4-105 Employee Termination/Separation

Separation

Separation is the cessation of employment with the District for any reason. The effective date of separation is the last day of earnings or benefits paid to an employee under contract. Because all persons who separate for any reason are potential claimants for Unemployment Compensation, separation data is required.

Voluntary separation/resignation. Staff members who desire to end their employment with the District are expected to provide appropriate notice. It is essential that all resignations be submitted in writing and that Governing Board approval be obtained prior to any cessation of employment.

For support staff members who desire to end their employment with the District are expected to provide a minimum of two (2) weeks' notice whenever possible. It is essential that all resignations be submitted in writing. The Personnel Action Form (PAF) shall include the reason for resignation and shall, when possible, be signed by the resigning employee.

Involuntary separation/layoff. An employee who is laid off for reasons of reduction in force, job completion, fund expiration, etc., will be given adequate notification, with pay, prior to layoff. A support staff employee who is laid off for reasons of reduction in force, job completion, fund expiration, etc., will be given a two (2) week notification, with pay, prior to layoff.

Involuntary separation/dismissal. Dismissal of employees shall be done only in accordance with the laws pertaining thereto. Employees who are dismissed for any reason will be expected to follow the separation process. The Personnel Action Form (PAF) will be completed by the supervisor, and it will be the employee's option to sign this form and receive a copy of it.

Separation process. As part of the separation process, employees leaving the District for any reason are required to return District equipment or materials issued to them during their period of employment. This includes, but is not limited to, identification (ID) cards, keys, safety devices, etc. An appointment will be arranged through the human resources division for the purposes of completing the separation process.

Services to Beneficiaries

Spouses, relatives, heirs, beneficiaries, or personal representatives of the estates of deceased staff members of the District, active or retired, are entitled to assistance from the District in the settlement of deceased members' retirement and insurance benefits.

Employees desiring to resign from their positions shall provide written notice of the same to both their immediate supervisor and the human resources department.

Certificated Resignations

A.R.S. § 15-545 provides that:

A certificated teacher shall not resign after signing and returning his contract unless the resignation is first approved by the governing board. A teacher who resigns contrary to this section shall be deemed to commit an unprofessional act and, upon request of the governing board, shall be subject to such disciplinary action, including suspension or revocation of certificate, as the state board of education deems appropriate.

Accordingly, all resignations or requests to be released from contract shall be presented in writing to the Board for approval. A release from an uncompleted contract may be granted contingent upon the availability of a well-qualified, certificated teacher as a replacement.

A teacher who resigns contrary to this policy shall be deemed to have committed an unprofessional act and shall be subject to the penalty as provided under Arizona statutes and State Board of Education regulations.

4-105.A Procedure - Employee Termination/Separation– Procedures upon Separation for Certificated Employees

Separation

Immediately following the decision to resign, a contracted individual shall prepare a letter of resignation in order to facilitate securing a capable replacement. The resigning employee's letter shall be sent to:

A. The Superintendent; with
B. A copy to the school principal; and
C. A copy to the director of human resources.

The employee shall then be notified of the Governing Board's approval or disapproval by the human resources division.

Salary Computation upon Contract Termination

If the contract of an employee is terminated prior to the termination date as specified in the contract, or if a person is employed to work for a portion of a contract period, the total accumulated pay for the time worked shall be determined in the following manner:

> Add the number of contract nonwork days to which the employee is entitled to the number of contract work days completed (or to be completed) by the employee and multiply the sum by the daily rate of pay to determine the cumulative amount of pay to which the employee is entitled.

The above terms are defined as follows:

A. *Contract days* are the total number of days included by the contract dates, including days schools are not in session except Saturdays and Sundays.
B. *Contract workdays* are the contract days on which the employee is required to report for specific assignments. (A workday is generally construed to be of a full eight [8] hours duration with exact times determined by the respective principals.)
C. *Contract nonwork days* are contract days on which the employee is not required to report for specified assignments.
D. *Daily rate of pay* is the contract salary amount divided by the number of contract days.

Services to Beneficiaries

Upon the death of a staff member, the human resources division should be notified as soon as possible; additionally, if the death or injury occurs on District property, or in the line of duty, the Superintendent shall be notified immediately.

Supervisors are responsible for notifying the human resources division, giving the name of the deceased, date of demise, and other pertinent data.

The human resources division will promptly notify the Superintendent's office and appropriate District offices.

If appropriate, the human resources division will contact the supervisor to ensure that "Employee's Report of Industrial Injury" is completed and distributed.

The benefits office of the human resources division will:

A. Request that the payroll office calculate compensation due.
B. Contact the State Retirement Board to ascertain the amount of survivors' benefits due beneficiaries.

4-105.B Procedure - Employee Termination/Separation– Procedures upon Separation for Support Staff

Separation

In the case of voluntary separation/resignation, the separation process shall be initiated by the employee in the form of written notification.

For any type of separation, completion of the Separation Report by the supervisor is mandatory. This report shall be forwarded through appropriate levels of supervision. One copy shall be retained by the supervisor, one copy shall be given to the employee, and the original copy shall be filed at the human resources division.

For any type of separation, out-processing shall be initiated by the human resources division. This shall include the completion of applicable forms and a confidential exit interview form.

Services to Beneficiaries

In the event of death of a staff member, the human resources division should be notified as soon as possible; additionally, if the death or injury occurs on District property, or in the line of duty, the Superintendent shall be notified immediately.

Supervisors are responsible for notifying the human resources division, giving the name of the deceased, date of demise, and other pertinent data.

The human resources division will promptly notify the Superintendent's office and appropriate District offices.

If appropriate, the human resources division will contact the supervisor to ensure that an "Employee's Report of Industrial Injury" is completed and distributed.

The benefits office of the human resources division will:

A. Request that the payroll office calculate compensation due,
B. Contact the State Retirement Board to ascertain the amount of survivors' benefits due beneficiaries.

4-105.C Procedure - Employee Termination/Separation– Retirement

Retirement/Long-Term Disability

Personnel shall participate in the State Employee's Retirement System to the extent provided by law.

> Exception: An employee placed in a position of twenty (20) or more hours per week but for not more than five (5) months may have the option of signing a waiver of membership and no contributions shall be deducted from or paid on behalf of the employee for the period of employment.

Mandatory Retirement

Under federal law, retirement is no longer mandatory at any age.

Contributions Required for Employees Age Seventy and Older

Retirement contributions will be mandatory under the following circumstances:

A. There will be no interruption of contributions for employees who continue working beyond age seventy (70) without having retired.
B. If a retired member of the Arizona State Retirement System enters employment with the School District, retirement contributions will be required on all earnings if the employee is engaged to work twenty (20) hours per week for twenty (20) weeks in any fiscal year, and state retirement benefits must be suspended. Upon subsequent termination of employment, the member will be eligible for a recomputed benefit, to include credit for the additional period of employment.

Long-Term Disability Benefit Program

The Arizona State Retirement System will provide a long-term disability program, which will provide monthly disability benefits not to exceed two-thirds (2/3) of the employee's monthly compensation at the time disability commences. Said monthly compensation will be reduced by Social Security retirement or disability benefits, Workers' Compensation benefits, and any other benefits by reason of employment that are financed wholly or partly by the District.

Additionally, monthly disability payments are not available until the eligible participant has been totally disabled for six (6) consecutive months.

Recognition upon Retirement

At the time of retirement, the employee will be presented with recognition in the form of a scroll, plaque, or other memento expressing appreciation by the Governing Board for past services to the District.

Retirement/Compensation

Each employee who has fulfilled all District obligations and reaches normal retirement age shall receive compensation from the Arizona State Retirement System as provided by law.

4-106 Reduction in Force

The Governing Board may eliminate the position of any staff member to effectuate economies in the operation of the District or to improve the efficient administration of the schools or operations of the District. The Board may consider a reduction in force ("RIF") due to budget constraints, funding reductions, and/or reorganization due to program or function changes, modification, elimination, or redirection. The Board shall not use tenure or seniority in determining which certificated teachers are retained.

Procedures

The Superintendent shall submit recommendations to the Board for the elimination of District positions and the corresponding termination of District employees filling the relevant positions.

In determining which employees will be affected by a RIF, the District has discretion to use one or more of the following guidelines:

1. Potential to reduce cost through attrition.
2. District educational program needs.
3. Possession of qualifications, certifications and endorsements required for positions necessary to meet District educational program needs.
4. Overall general experience.
5. Completion of job related trainings.
6. Past contributions to District educational program needs.
7. Employee performance.
8. Employee adherence to workplace expectations.
9. Other factors relevant to continuity of District operations.

Guidelines for Implementation

When a reduction in force of certificated staff is necessary, the Superintendent shall equitably administer procedures to determine those staff members who will be affected. Those procedures shall be clear, transparent, and based on objective criteria that honor a staff member’s body of work and due process rights.

It shall be the policy of the District to first attempt to make such reductions through normal factors of attrition such as resignation, retirement, and termination of short-term contracts. The Superintendent shall first consider site and District programmatic needs, and then, the following order shall be used in determining the certificated personnel to be affected by the reduction in force:

A. Staff under contract to the district through third party organizations;

B. Staff who have previously retired and have returned to the district under a retiree contract;
C. Staff who are not appropriately certificated, or, when applicable, highly qualified for the needed content area(s).

In the event the above actions do not reach the required reduction of positions, further reduction will be made using the following criteria (after taking into account District programmatic needs) to evaluate a employee's body of work and determine those staff members with the lowest composite scores:

A. Disciplinary action (Letters of Reprimand and Suspensions without Pay Only)
B. Performance as determined by formal evaluation
C. Certifications.
D. Experience.
E. Professional development.
F. Leadership.

Initiation of Reduction in Force Plan

Where the Superintendent determines that the fiscal and other considerations described above necessitate a reduction in force, the Associate to the Superintendent will prepare a Reduction in Force Plan ("the Plan") for presentation to the Board. The Plan shall focus upon the total educational program of the district and how it may be modified to reduce costs, programs and personnel while still providing the educational program required of school districts and meeting the particular educational needs of the students of the District. Where circumstances warrant, the Plan may focus on particular programs, departments, school sites, content areas or activities if the cause(s) for the RIF predominately impact(s) limited aspects of the educational program.

The Plan shall include, but need not be limited to, the following:

A. A detailed description of the cause(s) necessitating a RIF;
B. A description of other measures, if any, already implemented to avoid or minimize a RIF (e.g., reduction by attrition, district initiated transfers, etc.);
C. A designation of the part(s) of the total educational program or particular program or activity in which the RIF is unnecessary and the number of positions to be reduced in each program or activity; and
D. A timetable for the implementation of the RIF.

Following Board approval of the Plan, it shall be made available to all staff and the public through posting on the District's website.

Action/Notification

The Superintendent shall recommend that the Board separate employment with specific individuals due to a proposed RIF by recommending the employee's termination or non-

renewal of employment. The employee is not entitled to any right to appeal the employee's selection for the RIF. Upon Board action, the District shall promptly notify the employee in writing.

Adopted:

Legal Authority:

A.R.S. § 15-502

A.R.S. § 15-544

© 2024 The Arizona School Risk Retention Trust

4-106.A Reduction in Force – Meet and Confer Recommendation for Certificated Staff RIF

This procedure establishes the process and procedures for implementation of a reduction in force ("RIF") for certificated and other professional staff in order to effectuate economies in the operation of the District or to improve the efficient conduct and administration of District schools and programs.

Personnel Study Based upon Staff Profiles

If a RIF plan is adopted by the Board, the Human Resources Department shall perform a study of the District's personnel to determine those staff members who must be wholly or partially discharged in order to implement the plan. In performing the study, the Human Resources Department shall utilize a Staff Profile Form ("the Profile form") which will include a point scale using the following criteria:

A. The employee's disciplinary history (letters of reprimand and suspensions without pay) within the three (3) calendar years preceding the date of the Governing Board's approval of the Plan;
B. the employee's evaluations for the two (2) preceding school years (as applicable) with the understanding that A.R.S. § 15-537 requires teacher evaluations to include quantitative data on the academic progress for all students that accounts for between twenty percent and thirty-three percent of the evaluation outcomes;
C. the employee's certification(s) ADE-approved area(s)/endorsement(s) for grade levels and/or content areas in which the employee is willing to be employed;
D. the employee's previous (prior to the fiscal year in which the Plan is implemented) professional experience both within and outside of Arizona;
E. the professional growth activities;
F. the employee's acceptance of and service in leadership roles and service hours that benefit the school and/or District.

The Profile Form will only be completed by personnel in those schools, departments, or programs where a RIF is necessary. The Human Resources Department will ensure that staff members have opportunity for input into the data contained on their Profile Form and that staff members receive a copy of their finalized Profile Form.

Requests for Review and Revision of Staff Profiles

An employee may request review and revision of the employee's Finalized Profile Form by delivering a written request to the Associate to the Superintendent on or before 5:00 p.m. of the third (3rd) business day following the employee's receipt of the Finalized Profile Form from Human Resources. The request for review must specifically explain the element or elements of the Profile believed to be erroneous.

A request for revision of Staff Profiles will be reviewed and determined by the Associate to the Superintendent or designee within two (2) business days of receiving the request.

The Associate to the Superintendent or designee may conduct a meeting with the staff member before rendering a decision or may make a determination on the basis of the written materials. The decision will be in writing.

Application of RIF Using Staff Profile Data

If reduction of staff within a site, department or program is still required after first taking into account all factors of attrition, staff members from the affected site, department or program will be selected for the RIF based upon Staff Profile data. The selection shall be based upon the total point values on the staff profile form, lowest to highest, unless the consequence of such action would have a serious and detrimental effect on the total educational program. In such event, a staff member with a higher point total on the staff profile form may be selected for RIF, provided the principal or other supervisor submits written justification that such action is in the best interests of the District, school or program. The written justification and Staff Profile forms for the personnel involved shall be available for review by the person identified for RIF.

Staff selected for RIF shall be notified of their RIF status within five (5) working days and shall be provided notice of the effective date of the RIF.

Transfer or Reassignment

Following a staff member's selection for a RIF, but prior to the effective date of the RIF, the staff member will be eligible for placement in positions which become available in other schools, departments or programs for which the staff member is highly qualified. Staff members will be placed in positions for which they are highly qualified based upon their total point values as shown on the staff profile form which led to their selection for RIF.

Where more than one (1) staff member who has been selected for RIF is appropriately certified for the same position, the staff member with the highest point value shall be offered the position first. Where multiple staff members are appropriately certified for a position and share common total point values under the staff profile form, placement into the vacant position shall be determined through an interview and selection process.

A staff member who has been selected is responsible for keeping the Human Resources Department informed of his or her current contact information. If the District offers a position to a staff member and the staff member declines or fails to accept the position offer within three (3) working days, the District will have no further obligation to offer the staff member placement in any other positions, but the staff member may apply for and will be considered for additional positions.

Recall of Staff Affected by RIF

For a period of three (3) years after the effective date of the RIF of any staff member pursuant to this regulation, the District shall offer to such person any position(s) which

becomes available for which such person is licensed and qualified, provided that such person has complied with the requirements specified below.

A. Every person affected by RIF who wishes to be considered for recall must file with the Superintendent, within thirty (30) days after the effective date of the RIF, a written statement indicating a desire to be considered for recall and providing an address at which the person may be contacted. Such person must notify the Superintendent of any change in address within ten (10) days after changing residences in order to insure proper notification in the event of a recall.
B. In the event that more than one (1) interested person who was subject to a previous RIF is highly qualified for a position(s), the persons shall be recalled based upon their relative total point values as determined by the Staff Profile Form completed at the time of their RIF, in order of highest to lowest points.
C. Any person selected for recall hereunder shall receive written notification of the recall, by certified mail, at the address they last provided to the District. The recalled person must accept the position offered through recall in writing. Such acceptance must be received in the Superintendent's office within seven (7) calendar days after mailing of the recall notice to the person. Rejection of the offer, or failure to timely respond, shall result in forfeiture by the recalled person of any further recall rights. Thereafter, an offer of recall will be made to the next person qualified to be recalled, or if there is none, the position will be filled by another qualified applicant.
D. Any person recalled pursuant to this policy shall have all accrued but unpaid sick leave restored and be given credit for all years of previously credited service for salary purposes.
E. After the three (3)-year recall period has expired, any person discharged or terminated shall no longer have any right to be recalled. Such persons who wish to be re- employed thereafter shall file applications for employment and will be treated as would any other applicant for a vacant position.

<u>Requirement of Recent Experience for Transfer/Reassignment or Recall</u>

For purposes of this regulation, if the staff member affected by a RIF has not actually had experience in the other position which is vacant during any part of the preceding five (5) school years, the staff member shall not be considered qualified for transfer or reassignment to the other position.

© 4-106.B Procedure - Reduction in Force – Meet and Confer Recommendation for Support Staff RIF

If it is necessary to reduce the support staff of the District because of a reduction in District enrollment, a decline in course registration or for other reasons, as determined by the Governing Board, it shall be the policy of the District to first consider attrition and call for volunteers to leave their positions before a reduction in force (RIF) is implemented. Then, further reductions will be based first upon longevity within the District. If longevity is equal, then the reduction would be based next on the District's performance evaluation system. If these factors are deemed equal, reduction will occur by lottery. A reduction in force may be District-wide or limited to particular departments, as determined by the Governing Board.

If it is necessary to hold a lottery for the purposes of staffing reductions or reappointments, the lottery will be jointly conducted by the administration and representatives of the support staff.

Prior notification to employees affected by a reduction in force will be made at the earliest practicable time.

In the event of an increase in required services or the reestablishment of services within a three (3) year period, reappointment of persons qualified for open positions will occur in inverse order to the layoffs accomplished pursuant to the factors set forth above.

Should a laid-off support employee be assigned to such a position for which the employee is qualified and refuse it, or fail to timely accept it, the Governing Board is not required to offer any other position and the employee shall be deemed to have resigned.

4-107 Personnel Records

The District's Human Resources department is responsible for establishment and maintenance of official personnel records for all District employees.

Content

Employees shall complete an oath of office as required by state law. The District shall maintain a copy of the completed oath.

The Superintendent may establish procedures or protocols regarding what information shall be maintained with respect to applicants and initial hires, but shall maintain documentation consistent with federal and state laws.

The District shall maintain a copy of all employment contracts or notices of appointment, reclassification or salary changes, performance related documentation, and any resignation or termination documentation.

Any formal discipline issued shall be maintained in the personnel file. No employee shall have authority to purge discipline records from a personnel file without written approval from the Superintendent.

Prohibited Content

Under no circumstances should personnel files contain non-job-related documents, such as garnishments or immigration records, which shall be kept separately.

Information related to employee grievances, appeals or employee complaints of discrimination or harassment shall be retained separately from the personnel records.

The District shall maintain all confidential benefits records separately from the official personnel records, including but not limited to confidential leave, disability, and medical records.

Access

The District shall limit access to personnel files to authorized users for authorized purposes. The District shall provide access to law enforcement, regulatory agencies or outside individuals as required by law.

District employees shall follow security controls to protect an employee's social security number as required by law. The District shall also limit access to confidential medical files.

The District shall permit an employee or a former employee to inspect the employee's personnel file by appointment during regular business hours. The employee may also authorize the release of the employee's personnel file by written designation.

Each employee shall have the right, upon written request, to review the contents of the employee's own personnel file in the presence of a witness, except that all confidential material supplied by outside agencies may be removed from the file and shall not be subject to review by the employee.

The employee shall acknowledge having examined and read any existing evaluative material and shall indicate this by signing, with the date, on the actual filed material with the understanding that such signature merely signifies that having read the material therein and does not necessarily indicate agreement with its content. The employee may enter a rejoinder, if desired, to any evaluative statement. Each such rejoinder shall be reviewed and initialed by the appropriate administrator and attached to the evaluative statement in the files.

The human resources division will arrange for the requesting employee to review the contents of the personnel file within three (3) working days of receipt of a written request.

Contact Information

It is the responsibility of each staff member to keep the human resources division advised at all times of current address, telephone number, and, if appropriate, any change of name. In addition, employees should keep their immediate supervisors advised of any such changes.

Said information shall be held confidential unless a written release is given by the employee or so ordered by due process of law.

Emergency Information

It is also the responsibility of each staff member to keep the human resources division informed of the name of the person(s) to be notified in the event of an emergency.

It is the responsibility of the employee to complete an Emergency Information Card, and that card (or a duplicate) shall be maintained at each school or facility in which the employee is working. The Emergency Information Card shall be updated by the employee as necessary.

Adopted:

Legal Authority:

A.R.S. § 15-502

A.R.S. § 15-537

A.R.S. § 23-926

A.R.S. § 38-233

A.R.S. § 44-1373

© 2024 The Arizona School Risk Retention Trust

4-108 Staff Development

Professional Growth

All instructional personnel shall be encouraged to develop professionally through enrollment in college or university summer sessions or extension courses and District in-service training programs. Membership and active participation in professional organizations are urged. Each certificated employee shall receive recertification credit for workshops, courses or trainings that qualify under Arizona Certification guidelines.

In-Service Training Activities

The fundamental goal of all in-service training activities encouraged and sponsored by the District shall be the continuing improvement of instructional and allied services of District personnel. Attendance at in-service training programs may be required by the school principal or by the Superintendent or the Superintendent's designee.

District-sponsored study is to be addressed specifically to local District needs and, as a rule, shall be presented in the District. Level of content, academic standards, and time and work requirements may be similar to those usually associated with course offerings in accredited college and university graduate school programs.

Educational Research

Research offered by a teacher toward the satisfaction of the in-service study and training requirement shall be in subjects or professional fields for which the teacher's certificate was issued. Such research shall be conducted under the auspices of a recognized graduate school, foundation, teachers' association, or board.

In order to be approved by the District, the report shall satisfy the requirements prescribed by recognized graduate schools for approval of educational research toward the satisfaction of degree requirements.

Professional Library

In recognition of the importance of the availability and use of adequate teaching reference material in maintaining a high level of professional performance, the Governing Board shall provide a collection of professional books and other materials for use by staff members in a centrally located professional library room.

Travel: Professional Activities

The District encourages the participation by employees in job-related professional activities whose purposes support the improvement of the educational program of the school. While membership in such organizations and participation in their regular activities are the responsibilities of those who elect to engage in them, the Governing

Board supports employees' participation under circumstances described in this Policy and within the limitations of budget provisions.

All requests involving professional leave or expenses require approval by the Superintendent in advance. Approval will be made within the framework of the policy, except that the Superintendent reserves the right to make such exceptions as is deems to be appropriate when special events may occur. The Superintendent has discretion to direct specified personnel to represent the District in a variety of activities not specifically outlined in this policy.

The District limits its support - in the form of leave, expenses, or transportation for professional participation - to activities that relate directly to the educational program of the school and to personnel representing the District, and limits employee participation to area(s) of assignment unless it is to the District's advantage to modify such limitation.

Conferences

With approval by the Superintendent, staff members may be granted release time with pay to attend in-service education programs concerning various subjects pertinent to their employment with the District, such as safety, compensation/classification, etc., and/or any type of training program required by the Superintendent.

Professional leave may be granted to employees attending conferences that relate specifically to their area(s) of expertise. In some instances, expenses for registration, transportation, meals, and lodging may be assumed by the District.

Request for any leave to attend must be approved by the employee's immediate supervisor and by the Superintendent or the Superintendent's designee and will be approved only if District funds are available.

Support Staff Development

All support staff personnel shall be encouraged to develop professionally. To this end, the District shall take all possible steps to provide adequate in-service training and other services leading to professional growth. Enrollment in college or university summer sessions or extension courses is urged. Active participation in District in-service training programs is urged. Attendance at in-service training programs may be required by the supervisor or by the Superintendent or the Superintendent's designee.

Adopted:

Legal Authority:

A.R.S. § 15-342

4-108.A Procedure - Staff Development – Orientation

The Superintendent will establish a program to provide orientation for all new District employees. At a minimum, this program will cover the following items:

A. Goals, objectives, and programs of the District.
B. Personnel policies.
C. Sexual harassment.
D. Terms of employment.
E. General disciplinary rules and procedures.
F. Salary and fringe-benefit plans.
G. Self-improvement opportunities.
H. The evaluation program and name(s) of evaluator(s).
I. Handling of body fluids.
J. Child abuse reporting responsibilities.

The District shall set up and conduct appropriate orientation sessions for all new employees and transferred employees. Any needed costs of orientation will be favorably considered by the Governing Board for inclusion in each annual budget.

System-Wide Basis

The human resources division, in cooperation with the Amphitheater Education Association (A.E.A.), recommends procedures for new-teacher orientation prior to opening of school in the fall. These procedures should consider, but not be limited to, the following:

A. New-teacher basic orientation plan.
B. Supervision of new teachers during the first year.
C. Released time for observing.
D. What to expect in professional assistance.
E. Educational staff associates.

School-Building Basis

The principal or the principal's designee is responsible for the orientation of new teachers assigned to the school and should provide information and general directions in regard to the following:

A. The names of fellow teachers, the office staff, cafeteria personnel, custodians and other special staff personnel who will come to the building.
B. Location and use of physical facilities of the building: classrooms, cafeteria, library, teachers' lounge, and lavatories.
C. Teaching materials: course of study, guidebooks, textbooks, and supplementary materials for grade or subject.

D. School forms: attendance reports, pupil and school records, transfers, purchase orders, plan books, etc.
E. Method of ordering books and supplies, securing audiovisual equipment, methods of getting material duplicated, disposing of lost and found articles.
F. Schedule and meaning of all bell signals.
G. Regulations for pupils in the building and on school grounds; uses of entrances, exits, lavatories, playground areas, equipment, and activities; regulations for pupils during, before, and after school hours.
H. Directions regarding building meetings, in-service training meetings, other meetings, assignments to school committees, fire drill regulations, policies concerning teachers' absences, attendance dismissal, excuse of pupils from school, etc.
I. The goals and aspirations of the schools.
J. School system policies and regulations, with special emphasis on the following:

    1. Grading procedures.
    2. Accident reports.
    3. Extracurricular activities.
    4. Pupil personnel services.
    5. Parent-teacher conferences.
    6. Discipline.
    7. Library and audiovisual services.

K. Supervision and improvement of instruction:

    1. Classroom visitation.
    2. Evaluation.

It is recommended that these topics be dealt with in ongoing orientation sessions during the early part of the school year.

Educational materials concerning bloodborne pathogens including but not limited to the Human Immunodeficiency Virus (HIV), Hepatitis B Virus (HBV), Hepatitis C Virus (HCV) and other pathogens in the workplace will be distributed to new employees at the orientation session. The materials will include information regarding the employee's potential exposure to bloodborne pathogens, the transmission of disease, and related information about health and safety in the workplace.

<u>New Employee Orientation Program</u>

The primary goal of the Amphitheater New Employee Orientation Program (ANEOP) is to impact student success by increasing new teacher effectiveness. The program is designed to support and assist the new employee in becoming

familiar with philosophies and programs which comprise the District's and schools' vision of student learning and success.

The ANEOP will include but not be limited to discussion of curriculum implementation, instructional skills, assessment strategies, classroom management skills, professional expectations, orientation to District and school policies and procedures, and time for new staff to prepare their lessons and classrooms. The specific training curriculum will be coordinated among Career Ladder, School Operations, and building principals. All certificated employees new to the District are required to attend four (4) days of training prior to the return of continuing teachers. The ANEOP will be structured to provide a balance of time among these activities. A minimum of the equivalent of one (1) full workday will be provided to new employees for planning and classroom preparation. Additionally, each principal shall formulate a staff development plan for teachers new to the District which totals sixteen (16) hours over the course of the school year. These expectations will be built into the new employees' contract.

Specific topics will be determined at the District and site levels following completion of an annual survey of certificated employees who were new to the District the prior year. All program offerings will be open to returning employees. The District will approve all hours spent in ANEOP training activities for recertification credit.

Returning Employee Orientation

Returning certificated staff will report to school two (2) days prior to the return of students. The purpose of these two (2) days is to help all staff meet District and school goals as well as to provide time for preparation of classrooms. A minimum of the equivalent of one (1) full workday shall be provided to returning employees for preparation and planning.

4-108.B Procedure - Staff Development – In-service Programs

Basic Program

The basic in-service education program will be planned on individual, school, and District-wide levels with employee input.

A. *Individual.* Each staff member is expected to engage individually in various professional activities that will enable the staff member to grow professionally and will contribute to local, state, and national educational progress. These activities may include:

    1. Serving on school, departmental, grade-level, District, state, and national committees.
    2. Reading professional literature.
    3. Reviewing instructional materials.
    4. Experimenting with various aids and techniques.
    5. Attending professional conferences.
    6. Observing in the classrooms of other teachers.
    7. Other similar projects.

B. *School.* All school principals and supervisors will plan faculty, departmental, or grade level meetings with their respective staff each year as a part of the total in-service education program.
C. *District-wide.* Some time will be set aside in the school calendar for staff in service training courses for all professional personnel. These staff in-service training courses, under the direction of the Superintendent, will be planned by the Superintendent or the Superintendent's designee.

4-108.C Procedure - Staff Development – Travel Reimbursement

Travel Regulations

Realizing that travel is an important function, especially to in-service education growth, the following regulations are designed to ensure the most equitable distribution of the District's available resources:

Travel Allotments

Special projects. When engaged in a study for special purposes, such as construction or studying new programs, the allotment will be on an as-needed basis, as approved by the Superintendent or the Superintendent's designee.

Conventions/conferences. National conventions and national academies may be attended on the following basis, subject to budget availability:

A. *Superintendent.* One (1) national and two (2) regional conventions per year. Example: AASA, CADRE regional conference.
B. *Central office.* Regional every year; national every two (2) years.
C. *Principals.* Seven hundred fifty dollars ($750) every other year for conference attendance.
D. *Certificated employees.* No more than seven hundred fifty dollars ($750) per teacher every other year unless a national office is held. Generally, assignments will be made according to potential contribution to the program and number of years since the last convention.
E. *Support staff employees.* Criteria for certificated employees will be observed, except that participation in national offices will be considered.

Specific Items Involving Reimbursement

Travel reimbursement. If travel is reimbursed, the mode of travel must be approved ahead of time by the Associate to the Superintendent for Finance and Accounting and will be at the following rate:

A. Thirty-two and one-half cents ($0.325) per mile for car travel.
B. Lowest air fare for best accommodations available.
C. If more than one (1) employee of the District attends the same conference and auto travel is approved, it would be expected that the employees would travel together unless contrary approval is made ahead of time.
D. A general rule is that auto travel should be used within a radius of two hundred (200) miles from Tucson (four hundred [400] miles round-trip).
E. A satisfactory report shall be made on such forms as the administration shall provide.

Lodging reimbursement:

A. If lodging reimbursement is approved, the room accommodations should fall within the medium price bracket. The Arizona Department of Administration (DOA) lodging cost index should be considered as maximum dollar amounts, with suitable accommodations usually available at lesser costs. However, if the employee can demonstrate that suitable accommodations cannot be obtained at the maximum dollar allowance, then the employee may request in advance of the trip that the Superintendent approve an amount above the maximum.
B. The employee is responsible for making the lodging reservations, and these should be coordinated with conference dates.
C. Lodging costs are paid by the employee and reimbursed upon presentation of a claim after conference attendance.
D. Receipts should be attached to the claim.
E. If accompanied by the employee's spouse, the rate for a single room must be ascertained and reimbursement must be requested for that amount only.

Meal reimbursement:

A. If meal reimbursement is involved, approval should be requested in advance.
B. The employee pays for meals and is reimbursed upon presentation of a claim after convention attendance.
C. Meals are reimbursed at a maximum of the DOA schedule pertaining to per diem and incidental expenses.

Other reimbursements:

A. Reimbursement for other expenses must be approved ahead of the conference.
B. The employee pays miscellaneous costs and is reimbursed upon presentation of a claim after conference attendance.
C. Receipts should be attached to the claim.
D. Organizational membership dues normally will not be reimbursed.

4-108.D Procedure - Staff Development – Staff Meetings

Purposeful staff meetings develop cohesiveness by promoting professional growth through group communication. Division/departmental/school meetings will be held before school starts each year. All certificated employees will attend the meetings in their respective schools/departments/divisions. The meetings will be held not only to welcome personnel to the District, but also to discuss goals of certificated personnel for the year and District goals as they pertain to certificated personnel.

Thereafter, staff meetings will be held regularly in all schools, in addition to various department and division meetings. Through such meetings the staff members are given an opportunity to receive and understand administrative procedures, to have a forum to discuss new educational ideas and to exchange educational findings, and to become familiar with the aims and purposes of the philosophy of the schools/departments/divisions for the continuing improvement of the education of all students.

The site administrator will meet with part-time, certificated employees to discuss options for participation in professional staff meetings.

At least one (1) regular staff meeting per year shall include the distribution of educational information regarding bloodborne pathogens including but not limited to the Human Immunodeficiency Virus (HIV), Hepatitis B Virus (HBV), Hepatitis C Virus (HCV) and other pathogens and provide telephone numbers for staff members to have an opportunity for questions and discussion of pathogen-related issues.

4-108.E Procedure - Staff Development – Support Staff Education

In accordance with the policy established by the Governing Board, all college course work or in-service education programs must be approved by the administration if payment for same is to be received. Each support staff employee shall receive an annual payment of thirty-one dollars twenty-six vents ($31.26) per year for each college credit or other approved credit earned by said employee. Insofar as possible, approval should be received prior to enrollment in the course or workshop. Professional growth payment shall be considered a benefit, and all applicable policies concerning benefits shall apply. In every case, a transcript or official statement indicating successful completion of the course must be presented to the human resources division no later than October 1.

No credit for paid employment. Paid summer employment ordinarily will not be approved for in-service education credit for salary purposes.

Paid in-service training activities. Paid in-service training activities will not merit in-service education credits unless carried out under the auspices of the National Science Foundation, the National Defense Education Act, or similar organization or legislation.

Formal credits. Formal credits will be approved for stipend payment only if they meet the following criteria:

A. Taken in a recognized institution of higher education and documented by an official transcript or statement. This transcript shall indicate successful completion of the course and shall be filed with the human resources division.
B. In the general field of the employee's work or an aspiring assignment.
C. Supervisor shall indicate that course work meets the above criteria.
D. Associate to the Superintendent will approve the request form.

In-service training course credit. In-service education credits will be approved for payment upon the following terms only if they meet all of the following criteria:

A. Credit for in-service training courses or workshops shall be granted only when approved by the supervisor and the Superintendent or the Superintendent's designee.
B. Documented by an official transcript or certificate of completion to be filed with the human resources department.
C. One (1) unit of credit will be granted for each fifteen (15) hours of attendance at in-service training activities.
D. Hours may be accumulated from multiple in-service training courses/ workshops/seminars. Content of such in-service training activities does not need to be related.

    Hours may be submitted only in blocks of fifteen (15) hours. Accumulated hours should be submitted using the Request for Approval of In-Service

Education Hours form. It is the responsibility of the employee to monitor the accumulation of hours and maintain related documentation until submitted for salary credit.

E. Staff members should submit applications for credit in advance to the designated representative of the Superintendent.

Appeal process for denial of credit. When a course is denied for salary credit, a course description and rationale statement may be submitted to the Support Staff Development Committee. The committee, comprised of representatives of the human resources department, support staff, administration, and the Association may recommend course approval and forward their action to human resources. If the committee also denies the credit, no further action will be taken.

Limitation on credits for payment. Payment for approved extra credits shall be limited to sixty (60) units. At the rate of thirty-one dollars twenty-six vents ($31.26) per unit, the maximum monies allowed shall be one thousand eight hundred seventy-five dollars sixty cents ($1,875.60).

Request for payment. Requests for payment for extra credits for approved college course work or approved in-service training must be received by the payroll office no later than October 1 of each year. Approval forms and transcripts received after this date will not be paid until the following fiscal/academic year.

Lump-sum payment. Lump-sum payments will be made to support staff employees. Every effort will be made to complete payroll computations so that said payments may be made no later than the last pay period in November. A lump-sum payment for extra credit will be made only once during any fiscal/academic year. Tax adjustments shall automatically be made by the payroll office if the lump-sum increase exceeds one hundred dollars ($100.00).

4-109 Student Teaching and Internships

The District, its students, and the teaching profession receive great benefit from the participation of student teachers in District classrooms. The contributions of student teachers to the school environment are welcome and encouraged.

The District assumes the obligation to provide apprentice teaching opportunities for student teachers from colleges and universities. It is the District's responsibility to:

A. Provide supervised learning experiences.
B. Provide a realistic environment.
C. Provide experiences as a teacher decision maker.
D. Evaluate the individual and the institutional preparation provided.

Authorization

The Superintendent or appropriate associate superintendent, principals, and teachers involved shall determine the number of trainees who shall be placed in the schools at any given time.

Before providing services directly to students, a person in a teacher preparation program who participates in a student teaching or other field experience shall obtain a fingerprint clearance card.

Definitions

Student teacher. A student teacher is a teacher trainee, an observer, or an intern.

Supervising teacher. A supervising teacher is the individual employed by the college or university to supervise the student teacher program.

Cooperating teacher. A cooperating teacher is a regular classroom teacher of the School District with whom a student teacher serves in the internship program.

Administrative Responsibilities

A student teacher situation is essentially on-the-job training where the basic knowledge has been obtained elsewhere as theory and is to be applied. Guiding the learning process in preparing to meet the daily demand requires recognition of the conditions of the job and some "model" to provide guidelines for teacher behavior in the interaction with students.

Satisfactory results of the program require the cooperative efforts of the college supervisor, the cooperating teacher, and the student teacher. Those efforts should include:

A. Permitting the student teacher to observe the class to be taught.
B. Encouraging the student teacher to assist the cooperating teacher for the first week or two (2).
C. Gradually directing the student teacher to assume full control of the class.

Limitations

No student teacher shall assume full control of the class without approved plans for instruction in the format required by the cooperating teacher.

By agreement with the student teaching program, the cooperating teacher is permitted to delegate some responsibilities temporarily to the student teacher, but the cooperating teacher is always responsible to the school administration, the Governing Board, and the parents for promoting the best interests of the pupils.

Final Evaluation

The student teacher's final professional evaluation and grade, if any is given, is determined by the college supervisor.

Adopted:

Legal Authority

A.R.S. § 15-534

A.R.S. § 15-1640

A.R.S. § 15-1651

A.R.S. § 23-1361

4-109.A Procedure- Student Teaching and Internships - Requirements

It is the responsibility of the school system to provide supervised learning experiences for teachers in training to:

A. Provide a realistic environment.
B. Provide experiences as a teacher decision maker.
C. Evaluate the individual and the institutional preparation provided.

A student teacher situation is essentially on-the-job training where the basic knowledge has been obtained elsewhere as theory and is to be applied. Guiding the learning process in preparing to meet the daily demand requires recognition of the conditions of the job and some "model" to provide guidelines for teacher behavior in the interaction with students.

Administration and Staff

The responsibilities of the administration and the staff to the student teacher are as follows:

A. The student teacher should be supplied with all necessary materials and should be introduced to personnel and the school routine and procedures.
B. The student teacher should observe the class to be taught, assist the cooperating teacher for the first week or two (2), and gradually be directed to assume full control of the class.
C. No student teacher shall assume full control of the class without approved plans for instruction in the format required by the cooperating teacher.
D. Weekly conferences should be held between the student and teacher, with arrangements being made by the cooperative teacher.
E. A broad range of noninstructional activities should be provided for the student teacher.
F. Serious difficulties of the student teacher should be reported promptly to the supervising teacher and the school principal.
G. The cooperating teacher should be in the student teacher's classes approximately eighty percent (80%) of the time the student is actually teaching, adjusted to the success and needs of the student.
H. The student teacher should not be required to miss any regular college classes.

Cooperating Teacher

Additional responsibilities of the cooperating teacher are as follows:

A. By agreement with the student teaching program, the cooperating teacher is permitted to delegate some responsibilities temporarily to the student teacher, but the cooperating teacher is always responsible to the school administration,

the Governing Board, and the parents for promoting the best interests of the pupils.

B. The goal of the cooperating teacher will be to develop a good team relationship with the student teacher, working as senior and junior partners. The cooperating teacher's absence from the room should be on a planned basis, briefly at first, and gradually being extended to an occasional full period if the student teacher can continue to maintain high-level learning.
C. If it appears to the cooperating teacher that the student teacher is unprepared for practice teaching and cannot hope to complete the semester successfully, it should be openly discussed with the student, pointing out the weaknesses and the belief that dropping the course at this time will prove beneficial to all concerned.
D. If the cooperating teacher has private doubts and feels genuine concern for the student teacher's ability to grow, the student teacher should be discussed with the principal and the supervising teacher, and both of them should be invited to observe the student teacher's work. A school, college, and student teacher conference should be held if termination of the student teaching program for that student teacher is being considered.
E. The principal should be informed of the student teacher's progress at all times.
F. A written report describing the following areas will be submitted to the building principal by the sixth (6th) week of practice teaching:

    1. Preparation of plans.
    2. Cooperation.
    3. Timeliness of assignments being met.
    4. Management of classroom.

G. The grades on the pupil's report cards are the final responsibility of the cooperating teacher.

Selection of Cooperating Teachers

The school principal will be responsible for the selection of cooperating teachers under the following guidelines:

A. Normally, a first-year employee shall not participate as a cooperating teacher.
B. A teacher with three (3) years of prior experience in teaching may participate as a cooperating teacher after one (1) year with the School District.
C. A teacher shall be considered for the cooperating teacher role after two (2) full years of teaching experience with the District.

Student Teacher Placement

Usually, the university or college will ask to have contact personnel in the School District named for the purpose of arranging the student teaching experience. The building principal shall be responsible for this function.

Assignment. An effort should be made to distribute the number of student teachers in different classes because of pupil scheduling and to decrease the probability that a pupil will have more than one (1) student teacher.

Central reporting. Upon placement, the appropriate associate superintendent of curriculum shall receive the following information:

A. Name of student, address, telephone number, etc.
B. Assignment by grade, department, and building
C. Name(s) of cooperating teacher(s).
D. College.
E. Period of assignment.
F. Supervising teacher.

4-200 Professional Staff Duties and Responsibilities

The primary function of every teacher is to provide a quality education to students and to provide a wholesome, pleasant environment conducive to the educational process.

Every teacher shall:

A. Comply with all Arizona statutes relating to teachers.
B. Comply with all provisions of the Amphitheater School District's code of professional ethics.
C. Hold students to strict account for disorderly conduct.
D. Exercise supervision over students on the playgrounds and during recess if assigned to such duty.
E. Take and maintain daily classroom attendance.
F. Make the decision to promote or retain a student in grade in a common school or to pass or fail a student in a course in high school. Such decisions may be overturned only as provided in A.R.S.15-342.
G. Comply with all rules, regulations, and policies of the Governing Board that relate to the duties as prescribed.

A teacher shall not use sectarian or denominational books or teach any sectarian doctrines or conduct religious exercises.

A teacher who fails to comply with the above is guilty of unprofessional conduct and may be subject to disciplinary action by the Governing Board and by the State Board of Education.

A teacher who is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03, subsection B and who does not immediately report the arrest or charge to the teacher's supervisor is guilty of unprofessional conduct and shall be immediately dismissed from employment with the School District.

Duties of all employees shall be arranged so that they can achieve maximum effectiveness. The administration shall, insofar as reasonable, take positive steps to:

A. Minimize clerical and noninstructional tasks in the professional's duties.
B. Utilize paraprofessionals or personnel with specialized training when appropriate.
C. Utilize the talents of outstanding professionals, who may or may not be employed by the District, so that teachers can have the broadest possible impact on the District students.

Adopted:

Legal Authority:

A.R.S. § 15-153

A.R.S. § 15-203

A.R.S. § 15-341

A.R.S. § 15-342

A.R.S. § 15-535

A.R.S. § 15-539

A.R.S. § 15-550

A.R.S. § 41-1758.03

4-200 Employee Responsibilities

© 4-201 Employee Code of Conduct

Each District employee is expected to further the District's mission to educate all students and to support their learning potential. The Governing Board has created this Code of Conduct to set expectations for staff conduct.

The Board expects each employee to adhere to the standards set forth below.

All employees of the District are subject to and protected by the policies and regulations of the Governing Board, applicable laws, and current written employee agreements.

Professional Ethics

It is the duty of the District's Governing Board members and employees to maintain professional ethics at all times. In that regard, the school employee:

A. Makes the well-being of students the fundamental value of all decision making and actions.
B. Maintains just, courteous, and proper relationships with students, parents, staff members, and others.
C. Strives for the maintenance of efficiency and knowledge of developments in the employee's field of work.
D. Fulfills job responsibilities with honesty and integrity.
E. Directs any criticism of other staff members or of any department of the school system toward improving the District. Such constructive criticism is to be made directly to the school administrator who has the responsibility for improving the situation.
F. Supports the principle of due process and protects the civil and human rights of all individuals.
G. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
H. Implements the Governing Board's policies and administrative rules and regulations.
I. Refrains from using school contacts and privileges to promote partisan politics, sectarian religious views or selfish propaganda of any kind.
J. Pursues appropriate measures to correct any laws, policies, or regulations that are not consistent with sound educational goals.
K. Avoids using position for personal gain through political, social, religious, economic, or other influence.
L. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
M. Stresses the proper use and protection of all school properties, equipment, and materials.

N. Honors all contracts until fulfillment or release.
O. Keeps in confidence such information as they may secure unless disclosure serves District purposes or is required by law.
P. Does not unreasonably restrain the student from independent action in the pursuit of learning or from access to varying points of view and does not deliberately suppress or distort subject matter relevant to a student's progress.
Q. Makes reasonable effort to protect the student from conditions harmful to learning or to health and safety.
R. Shall not expose the student to unnecessary embarrassment or disparagement.
S. Shall not, on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, or family, social, or cultural background, unfairly:

    1. Exclude any student from participation in any program.
    2. Deny benefits to any student.
    3. Grant any advantage to any student.

T. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
U. Shall not misrepresent the educator's own professional qualifications.
V. Shall not recommend or advance the employment of a person by the District known to be unqualified in respect to character, education, or other relevant attributes.
W. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
X. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.
Y. Refrains from making public derogatory statements about an employee, a colleague, or a school system unless compelled to state an opinion under oath or in official relationships where that professional opinion is required or where such statement concerns a matter of public concern.
Z. Remains aware that one's private and personal opinion could, when spoken, have an adverse effect on students, staff, and community.
AA. Shall not withhold evidence or knowingly shield or protect lawbreakers in any manner.

<u>Code of Conduct for Certificated Personnel</u>

The Governing Board may dismiss or suspend without pay for not more than ten working days, or otherwise discipline any teacher found to have engaged in unprofessional conduct or to have violated any of the rules, regulations, policies or procedures of the District, or to be inadequate in classroom performance, provided, however, that if written preliminary notice of inadequacy of classroom performance is required, no such disciplinary action may occur until the requisite written preliminary notice has been given.

Unprofessional conduct. Unprofessional conduct by a teacher includes, but is not limited to, the following:

A. Failure to be properly certificated
B. Failure to take and subscribe to the oath prescribed for public officers
C. Failure to resign or secure a leave of absence when afflicted with pulmonary tuberculosis
D. Knowingly insulting or abusing a teacher on school grounds or while the teacher is engaged in the performance of assigned duties
E. Failure to timely observe the requirement of passing a satisfactory examination upon the provisions and principals of the constitutions of the United States and Arizona
F. Failure to comply with teacher's duties and/or conduct in violation of any rules, regulations, and policies of the Governing Board
G. Failure to comply with the appropriate statutes as passed by the legislature concerning teacher's duties and conduct
H. Failure to hold students to strict account for disorderly conduct
I. Failure to keep a school register, which the Governing Board shall carefully preserve as one of the records of the school
J. Failure to make the decision to promote or retain a student in grade in a common school or to pass or fail a student in a course in high school, subject to the provisions of A.R.S. 15-342(12).
K. Fraud in securing appointment
L. Incompetency
M. Inefficiency
N. Improper attitude
O. Lack of cooperation
P. Neglect of duty
Q. Tardiness
R. Insubordination
S. Dishonesty
T. Drunkenness on duty
U. Addiction to the use of narcotics or habit-forming drugs
V. Absence without leave
W. Commission and/or final conviction of a felony or a misdemeanor that involves moral turpitude and/or adversely affects the ability of the teacher to function in the assigned capacity as an educator
X. Discourteous treatment of the public, students, or other employees of the District
Y. Improper political activity, including but not limited to the use of district resources, as defined in A.R.S. 15-511 and Policy GBI-Staff Participation in Political Activities, to influence the outcome of an election
Z. Misuse or unauthorized use of School District property
AA. Excessive absenteeism
BB. Falsification of student test scores or any other student records
CC. Failure to report suspected child abuse and/or neglect
DD. Aiding and abetting and/or contributing to the delinquency of a minor

EE. Any other conduct of failure to act constituting just cause for said discipline or that adversely affects the ability of the teacher to function in the assigned capacity as a teacher

Code of Conduct for Support Staff Personnel

The following list includes some, but not all, conduct that will require disciplinary action. The severity of the discipline depends on the totality of the circumstances involving the particular staff member and the particular conduct in question.

A. Failure to comply with job responsibilities or conduct in violation of any rules, regulations, and policies of the Governing Board and/or Arizona statutes, rules and regulations
B. Failure to be properly certificated and/or licensed
C. Insubordination
D. Repeated tardiness - three (3) tardies in any thirty (30) day period
E. Leaving work assignment without authorization
F. Unauthorized absence
G. Reporting to work under the influence of alcohol/drugs
H. Use of drugs or alcohol on premises
I. Theft
J. Falsifying records (including time or leave records)
K. Fraud in securing appointment
L. Failure to comply with safe working practices
M. Unauthorized use of School District property
N. Incompetency
O. Dishonesty
P. Discourteous treatment of the public, students, or other employees of the District
Q. Commission and or final conviction of a felony or a misdemeanor that involves moral turpitude and/or adversely affects the ability of the employee to function in the assigned position
R. Failure to report suspected child abuse and/or neglect
S. Failure to hold students to strict account for disorderly conduct
T. Failure to exercise supervision over students if assigned such duty
U. Failure to report violations of the student code of conduct to appropriate school personnel
V. Aiding and abetting and/or contributing to the delinquency of a minor
W. Failure to resign or secure a leave of absence when afflicted with pulmonary tuberculosis
X. Any other conduct or failure to act constituting just cause for said discipline or that adversely affects the ability of the employee to function in the assigned capacity as an employee

School Rules

In addition to the rules enumerated above, every staff member shall comply with the rules of the school in which the staff member is employed, provided by such rules are in conformance with Governing Board policy.

Bringing Children or Other Individuals onto Campuses and to Other District Facilities

Except as hereinafter set forth, employees of the District shall not, during normal working hours, bring onto school campuses or other District facilities any person who are not:

A. Employees working at that location; or
B. Students enrolled at that location; or
C. Others having official school business at that location.

Employees of the District may bring their children to their places of work on days specifically designed by the District or by a school principal (e.g., "Bring Your Child to Work Day" or a special event).

Employees of the District may bring their children or others to their places of work with special permission by the principal, assistant principal, principal's designee, or a supervisor of any facility where there is no principal.

Reporting of Immoral or Unprofessional Conduct

Any certificated person or Governing Board member who has reasonable grounds to believe that a certificated employee has engaged in conduct of an unprofessional or immoral nature involving a minor or minors shall report or cause reports to be made to the Department of Education, in writing, within seventy-two hours of the initial report to authorities, required pursuant to A.R.S. 13-3620.

If the Superintendent has presented a statement of charges against a certificated employee to the Governing Board, in which the alleged cause for dismissal constitutes immoral conduct, a report of the charges, or resignations involving the charges, will be made to the Department of Education.

A certificated person or Governing Board member who reports, or provides information regarding, the immoral or unprofessional conduct of a certificated person to the Department of Education in good faith is not subject to an action for civil damages as a result.

Failure of a certificated person to report information as required by state law and this regulation constitutes grounds for disciplinary action by the State Board of Education.

Adopted:

Legal Authority:

A.R.S. § 13-403

A.R.S. § 13-2911

A.R.S. § 13-3102

A.R.S. § 13-3111

A.R.S. § 13-3411

A.R.S. § 13-3620

A.R.S. § 15-153

A.R.S. § 15-341

A.R.S. § 15-342

A.R.S. § 15-501

A.R.S. § 15-501.01

A.R.S. § 15-507

A.R.S. § 15-511

A.R.S. § 15-514

A.R.S. § 15-515

A.R.S. § 15-535

A.R.S. § 38-231

A.R.S. § 38-501 *et seq.*

A.R.S. § 38-532

Ariz. Admin. Code R7-2-1308

© 2024 The Arizona School Risk Retention Trust

4-202 Staff/Student Boundaries

A staff member must always consider that the employee's professional position contains trust, influence, power, and authority that must not be misused in promoting personal relationships with students. Therefore, the following conditions shall apply:

A. A staff member shall not have an intimate physical relationship with a student. Evidence of such a relationship includes, but is not limited to, sexual activity, fondling, kissing, etc.
B. A staff member shall not have a personal emotional relationship with a student. A personal emotional relationship includes, but is not limited to, favoritism on grades, dating, amorous communications, nonprofessional telephone calls or other communications, etc.

In short, the courtship of a student by a staff member in any manner is inappropriate. The District has the authority to set rules for the general well-being of all students. Therefore, this regulation shall apply to a staff member's relationship with any student who has not yet graduated from high school, regardless of age.

District staff are expected to maintain appropriate boundaries with students consistent with professional, ethical, and legal standards. District staff shall ***not*** engage in any of the following behaviors with a student:

1. Flirtatious communication, including commenting on a student's attractiveness, appearance, or dress.
2. Banter, allusions, jokes, or innuendos of a sexual nature.
3. Confiding in a student on a personal and private matter.
4. Except in the case of counselors, inviting a student to confide in a staff member on a personal and private matter.
5. Socializing with a student outside of school or a school activity.
6. Giving or receiving a personal gift.
7. Asking a student to keep a secret.
8. Peer-like language and behavior.
9. Having personal private contact with a student.
10. Being alone with a student behind a closed door or in a confined space.
11. Physical contact that lacks a legitimate educational purpose.
12. Sending a student on a personal errand.
13. Providing tobacco, alcohol, or drugs to a student or failing to report a student's use of such substances.
14. Transporting a student in a private vehicle without administrative approval.
15. Sharing a room with a student on an overnight trip.
16. Visiting a student's home or allowing a student to visit a staff member's home without approval from the student's parent/legal guardian and the staff member's supervisor.

17. Sharing intimate or revealing photos or images or asking a student to share intimate or revealing photos or images.
18. Favoring a student with special treatment or privileges.
19. Addressing a student by a personalized term of endearment or pet name or allowing a student to address a staff member by a personalized term of endearment or pet name.

District staff should only use District approved technologies and programs when communicating electronically with students and/or parents/legal guardians.

Any District staff member that violates this Policy is subject to disciplinary action, including suspension without pay and termination of employment.

Adopted:

Legal Authority:

A.R.S. § 15-341

Ariz. Admin. Code R7-2-1307

Ariz. Admin. Code R7-2-1308

© 2024 The Arizona School Risk Retention Trust

4-203 Student Supervision

District personnel are expected to adequately supervise students in instructional and noninstructional activities. Adequate supervision generally requires that a staff member have a line of sight to a student while at school or participating in a school activity. Exceptions to the line of sight include brief periods when a student is in a bathroom, locker room, passing between classes, sent on a campus errand, or comparable situations. Additionally, no staff member is to share a room with a student on an overnight trip unless specifically authorized in writing by the Superintendent.

Each staff member has a definite responsibility for correcting obvious student misconduct "on the spot" anywhere within the school plant, or at school-sponsored functions outside of the District area. A constant, uniform, and reasonable application of on-the-spot correction of infractions of rules by all staff members can produce a desirable "know-where-you-stand" attitude on the part of both students and faculty members. In fact, if not applied by all staff members, those who do enforce the on-the-spot discipline may receive student censure, as opposed to teachers who, failing to carry out their obvious duty, lose respect of students.

Adopted:

Legal Authority:

A.R.S. § 15-341

© 2024 The Arizona School Risk Retention Trust

© 4-204 Mandatory Reporting

All school employees are mandatory reporters under state law.

Child Abuse Reports

Any employee who reasonably believes that a minor is or has been the victim of physical injury, abuse, child abuse, sexual abuse, sexual conduct with a minor, sexual assault, molestation, sexual exploitation of a minor, incest, child prostitution or neglect that appears to have been inflicted on the minor by other than accidental means shall immediately report this information to a peace officer or the Department of Child Safety.

Employee obligations as mandatory reporters also extend to conduct between students or minors.

Pursuant to A.R.S. § 15-514, District employees must also file a report with the State Board of Education when the employee reasonably suspects or receives a reasonable allegation that a certificated or non-certificated District employee has engaged in conduct involving minors that would be subject to the reporting requirements set forth above and in state law.

Reporting of Suspected Crimes or Incidents

District employees must report when the employee has been arrested for or charged with a nonappealable offense as listed in A.R.S. § 41-1758.03.

District employees have specific statutory obligations to report criminal activity on District property or using District equipment, including but not limited to as follows:

1. Any suspected crime against a person or property that is a serious offense as defined in A.R.S. § 13-706;
2. Any conduct that involves a deadly weapon, dangerous instrument or serious physical injury, or any conduct that poses a threat of death or serious physical injury to an employee, student or other person on District property.
3. Anyone who possesses, uses or intends to sell any marijuana, peyote, or dangerous, narcotic or prescription-only drugs in a drug free school zone. A drug free zone is defined as the area within three hundred feet of a school or its accompanying grounds, any public property within one thousand feet of a school or its accompanying grounds, a school bus stop or on any school bus or bus contracted to transport pupils to any school.

Reports of suspected crimes or incidents shall be made to the local law enforcement. Employees shall inform their supervisors when a report has been made.

Mandatory Posting

Each school shall post a sign in a clearly visible location in a public area of the school that is readily accessible to students that contains all of the following:

1. In boldfaced type, the telephone number of the centralized intake hotline concerning suspected abuse and neglect of children.
2. Instructions to call 911 for emergencies.
3. Directions for accessing the website of the Department of Child Safety for more information on reporting child abuse, child neglect and the exploitation of children.

Reports to Arizona Department of Education

If the Superintendent reasonably suspects or receives a reasonable allegation that a certificated or non-certificated District employee has committed an immoral or unprofessional act that would constitute grounds for dismissal or criminal charges, the Superintendent is required to report that conduct to the State Board of Education. The District must make this report prior to accepting the individual's resignation.

Reports regarding Bullying, Harassment or Intimidation

District employees are responsible for reporting conduct that is considered to be bullying, harassing or intimidating. Reports shall be made in conformance with Policy 5-408.

Reports of Injury

District employees are required to immediately report any exposure, accident or injury that occurs in the course and scope of the performance of their job duties to their supervisor immediately. Failure to do so may preclude a worker's compensation claim.

Reports of Communicable Diseases

District employees are required under administrative regulation to report suspected or confirmed communicable disease contracted by a student or staff member to the local and state health authorities.

Reports to Parents

The parent or legal guardian of a student has the right be notified promptly if a District employee suspects that a criminal offense has been committed against the child by someone other than a parent, unless the incident has first been reported to law enforcement and notification of the parent would impede a law enforcement or Department of Child Safety's investigation.

Training

The District shall conduct training regarding mandatory reporting responsibilities in compliance with A.R.S. § 15-245.

Retaliation Prohibited

A District employee or public officer who has control over personnel decisions shall not take unlawful reprisal or retaliation against an employee because the employee reports, in good faith, information as required by this Policy or state law.

Immunity

A person who furnishes a report, information, or records required or authorized by law or a person who participates in a judicial or administrative proceeding or investigation resulting from a report, information or records required or authorized by law is immune from any civil or criminal liability, unless such person has acted with malice or unless such person has been charged with or is suspected of abusing or neglecting the child or children in question.

District employees are expected to report conduct to assist with the orderly operation of District services. This Policy is not all inclusive.

Adopted:

Legal Authority:

A.R.S. § 1-602

A.R.S. § 8-201

A.R.S. § 13-705

A.R.S. § 13-706

A.R.S. § 13-3411

A.R.S. § 13-3620

A.R.S. § 15-153

A.R.S. § 15-160.01

A.R.S. § 15-341

A.R.S. § 15-514

A.R.S. § 23-905 *et seq.*

A.R.S. § 41-1758.03

Ariz. Admin. Code R7-2-1308

Ariz. Admin. Code R9-6-201 *et seq.*

© 2024 The Arizona School Risk Retention Trust

© 4-204.A Procedure - Mandatory Reporting - Child Abuse Reporting

All District employees who reasonably believe that a minor is or has been the victim of child abuse or neglect will **immediately** report to Department of Child Safety (DCS) or to the appropriate law enforcement agency.

A. Filing Reports

The person to whom the disclosure was made should be the person to contact DCS and/or law enforcement. It is insufficient to report abuse to a supervisor; the employee who receives the information is the mandatory reporter.

If the suspected abuse is believed to have occurred within the family unit, the report should be made to DCS, using the state hotline number 1-888-767-2445 or online at **https://dcs.az.gov/services/suspect-abuse-report-it-now**.

If the allegation of suspected abuse is directed at a person who does not have guardianship, custody, or control of the child, the report should be made to law enforcement only.

All emergencies where a child faces an immediate risk of abuse or neglect must be made immediately by calling 911 or 1-888-767-2445.

In the case of visible injury and imminent threat to the safety of a child, staff should contact local law enforcement or 911, and follow up with a call to DCS to file a report.

For non-emergency reports, employees shall electronically submit reports online at **https://dcs.az.gov/services/suspect-abuse-report-it-now**.

Once the report has been made to DCS, employees must submit written notification to the principal or supervisor by the next workday.

A written report must be filed with the Arizona Department of Education within three (3) business days if allegation of suspected abuse is directed at a person who is a certificated or non-certificated individual.

B. Questioning Students

If the child has not spontaneously provided the following information about the alleged abuse, only these exact questions should be asked as needed to complete the information:

(1) What happened?

(2) Who did it?

(3) Where were you when it happened?

(4) When did it happen?

Employees should document verbatim the questions and child's statements. Employees should not allow anyone else to question or examine the student. Employees shall not contact a parent or provide information to a parent regarding a DCS report unless otherwise permitted by law. Employees should NOT make any promises to the child about next steps.

If photos are needed, law enforcement must take those photos. DCS does not take photos as they would not be admissible in a legal proceeding.

If DCS and/or law enforcement come to school to investigate, employees shall request their badge number and maintain a copy. If DCS removes a child from school, they will present a "Notice of Removal." Law enforcement may also remove a student to protective custody. District employees should request that law enforcement provide documentation of removal; if law enforcement does not, the District employee should create a record to document the removal.

C. Content of Reports

Reports made shall contain, if known:

1. The names and addresses of the minor, the parents, or the person or persons having custody of such minor, if known.
2. The minor's age and the nature and extent of the minor's abuse, child abuse, or physical injuries or neglect, including any evidence of previous abuse, child abuse, physical injury or neglect.
3. Any other information that such person believes might be helpful in establishing the cause of the abuse, child abuse, physical injury or neglect.

Copies of emails received following an online report should be provided to the building principal or supervisor. Employees who are reporting by phone shall obtain the confirmation number and the name of the individual who took the report.

D. Mandated Reporting User Guide and Reporting Options

Online Mandated Reporting Website User Guide:

https://extranet.azdes.gov/DCYF/CHILDS/communication/DES/UserGuideOnlineReporting.pdf

Child Abuse Online Reporting: **https://dcs.az.gov/report-child-abuse**

Child Abuse by Phone: **1-888-SOS-CHILD**

© 2024 The Arizona School Risk Retention Trust

© 4-204.B Procedure - Mandatory Reporting - Reporting Suspected Crimes or Incidents

District employees are required to report any suspected crime against a person or property that is a serious offense, involves a deadly weapon or dangerous instrument or that could pose a threat of death or serious injury and any conduct that poses a threat of death or serious physical injury to employees, students or others on school property.

Staff shall immediately report any of the following suspected crimes:

1. Any suspected crime involving a deadly weapon or dangerous instrument.
2. Any suspected crime involving serious physical injury.
3. Any suspected crime posing a threat of death or serious physical injury.
4. Arson.
5. Armed robbery.
6. Burglary.
7. Kidnapping.
8. A dangerous crime against children as defined in A.R.S. § 13-705(R)(1).

Employees shall make such reports to local law enforcement and also immediately report to their supervisor and/or the building administrator.

The District shall notify the parent or legal guardian of each student who is involved in a suspected crime or any conduct that is described above, subject to the requirements of state or federal law. The District shall observe privacy requirements as established under the Family Education Rights and Privacy Act (FERPA) when notifying parents/legal guardians.

A. Documentation

All involved staff shall promptly document the incident in writing and provide their written documentation to their supervisor or the building administrator before leaving for the day, or by the next work day if same day documentation is not viable.

The District shall maintain a record of any persons disciplined for violating this requirement, pursuant to applicable law.

B. Parents and Students

Parents/legal guardians and students are encouraged to immediately report to staff any suspected criminal or unsafe activity on or near campus. The District's policy and this procedure are not intended to discourage anyone from reporting any such matters to local law enforcement as they deem appropriate.

C. Website

The District shall post the policies and procedures pertaining to "Reporting Suspected Crimes or Incidents" on its website.

© 2024 The Arizona School Risk Retention Trust

4-205 Drug Free/Alcohol Free Workplace

Prohibitions

Employees shall not manufacture, distribute, dispense, be under the influence of, purchase, possess, use, or attempt to purchase or obtain, sell, or transfer any controlled substance, dangerous drug, narcotic drug, precursor chemical, or alcohol in the workplace.

Employees shall not purchase, transfer, or sell in the workplace any drug that is available by prescription only.

Employees shall not be under the influence of a prescription medication, including medical marijuana, even when used in accordance with the prescription if the use of the medication interferes with the safe performance of the employee's job.

No employee, including a cardholder as defined in A.R.S. § 36-2801, may possess or use marijuana on any District property.

Definitions

"Controlled substance" includes any substance defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and 21 C.F.R. §§ 1300.11 through 1300.15.

"Dangerous drug" means any substance as defined in A.R.S. § 13-3401(6).

"Narcotic drug" means any substance as defined in A.R.S. § 13-3401(20).

"Precursor chemical" means any substance as defined in A.R.S. § 13-3401(26) and (27).

"Alcohol" means beer, wine, or any distilled spirits as defined in A.R.S. § 4-101.

"Workplace" means the site for the performance of District work, including, but not limited to:

1. Any school building or property, whether leased or owned;
2. Any District vehicle, whether leased or owned;
3. Any school-approved vehicle used to transport students to and from school or school activities;
4. Off school property during any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the District; and

5. Any property or vehicle, whether or not the property of the District, where an employee is assigned to perform and while performing District duties (for example, when an employee is paid while attending a conference or seminar, or traveling to or from an event while being paid, or attending an off-site hearing).

Exceptions

This Policy does not prohibit the following:

1. Possessing alcohol in an unopened container in a locked, personal motor vehicle as long as the container cannot be viewed from outside the vehicle.
2. The possession or use of prescribed medications by the individual for whom the prescription was written when done in accordance with the prescription, and when the use of the medication does not interfere with the safe performance of the employee's job. An employee who is taking prescribed medications is responsible for consulting with the prescribing health care provider and/or pharmacist to ascertain whether the medication may interfere with the safe performance of the employee's job.

Reporting

As required by the Drug-Free Workplace Act, an employee, as a condition of employment, shall notify the employee's supervisor of a conviction under any criminal drug statute occurring in the workplace. Such notification shall be provided no later than five (5) calendar days after such conviction.

Drug and Alcohol Testing of Staff Members

It is the intent of the District to provide to its students, employees, volunteers, and others present on school grounds or at school-related activities a drug-free environment and to discourage the unlawful use, possession, and sale of controlled substances by its employees. Such activities not only constitute illegal conduct but also pose a danger to the safety and well-being of students, co-employees, volunteers, and others. Further, such conduct by District employees is contrary to the interest of the District in providing quality education to its students and reflects poorly upon the District's reputation in the community.

To prevent and/or minimize these harms, the District hereby adopts a blood/urinalysis drug screening policy. Upon articulated reasonable suspicion and request by the Superintendent or the Superintendent's designee, an employee shall be required to submit a blood/urine sample under the circumstances and procedures herein set forth. Failure to provide such a sample or to execute a consent and release form relating to the results of the blood/urine testing constitutes insubordination and is a violation of the District's policies and regulations such that the employee may be suspended or dismissed from District employment, or otherwise disciplined. If a requested sample tests positive for any controlled substance as herein defined, the employee shall be

subject to rehabilitation and/or disciplinary action, which may include suspension or dismissal from employment. A requirement that the employee undertake rehabilitative measures does not preclude any subsequent disciplinary actions.

Employees must, as a condition of employment, abide by the terms of this policy and report any conviction under a criminal drug statute for violations occurring on or off District premises while conducting school business. A report of a conviction must be made within five (5) days after the conviction, as mandated by the Drug-Free Workplace Act of 1988.

In compliance with the federal Drug-Free Workplace Act, the District shall notify the federal contracting or granting agency of any criminal convictions of employees due to illegal drug activity in the workplace. This notice must be provided within ten (10) days of learning about a conviction.

Adopted:

Legal Authority:

A.R.S. § 4-101

A.R.S. § 13-3401

A.R.S. § 13-3401

21 U.S.C. § 812

21 C.F.R. §§ 1300.11 through 1300.15

4-205.A Procedure - Drug Free/Alcohol Free Workplace – Drug and Alcohol Testing Procedures

Should the Superintendent, or the Superintendent's designee, have reasonable suspicion based on articulable facts that a certificated employee is under the influence of, has been using, or is involved in the unauthorized use, sale, or possession of any controlled substance, as herein defined (except alcohol), the Superintendent or the Superintendent's designee may require the employee to provide a blood/urine sample for drug screening purposes.

Reasonable Suspicion

Reasonable suspicion is defined as a belief, based upon objective articulable facts, that it is more likely than not that an employee is under the influence of, has been using, or is involved in the use, sale, or possession of a controlled substance as defined in Policy GBPDC.

Controlled Substances

A controlled substance, for purposes of Policy GBPDC and this regulation, includes but is not limited to the substances referred to in A.R.S. 36-2511 through 36-2516 as they may from time to time be amended, by whatever official, common, usual chemical trade or "street" names such substances are known. The following is a partial listing only of the more commonly abused controlled substances and is not intended to be a complete list:

Amphetamines	Cocaine
Barbiturates	Methaqualone
Benzodiazephines	Opiates
Cannibinoids	Phencyclidine

Further, the definition of controlled substance may be expanded from time to time to reflect possible amendments to statutes pertaining to controlled substances.

Due Process

Supervisors shall receive training to help them identify the patterns of changed behavior, physical appearance, and job performance that may signal impairment. To ensure due process, supervisors will utilize the *Articulable Causes* described in these procedures as a guide but will not be limited to the impairments described therein.

Due process shall always precede a request for drug testing unless an employee poses an imminent threat to self/students/staff members.

Under the Influence

Should imminent threat be perceived, i.e., being under the influence of alcohol or drug(s), the employee shall not be allowed to drive any vehicle from District premises. The District shall assist the employee in finding safe transportation to the employee's destination. If an employee insists on driving from the premises, local law enforcement authorities shall be notified.

Postaccident Testing

Postaccident testing shall be required in any accident involving a District vehicle and/or equipment if the supervisor of the employee involved in the accident, or the supervisor's designee, has reasonable suspicion based on knowledge of events and circumstances of the accident that the employee's involvement in the accident was influenced by the use of alcohol or drug(s), including prescription drugs.

Disciplinary Action

The following conduct shall be grounds for disciplinary action, which may include dismissal:

A. Refusal to supply the requested sample when validly requested to do so.
B. Unauthorized use, possession, sale, or other transfer of a controlled substance on school grounds, and/or at any school-related activity, and/or during working hours.
C. Being under the influence of a controlled substance on school grounds and/or at any school-related activity.
D. Use, possession, or sale of a controlled substance off of school grounds and when not working that adversely affects the employee's performance, the safety of other employees, students, or volunteers of the District, and/or the District's reputation.
E. Tampering with or attempting to switch or alter a blood/urine sample provided.

Drug Testing - Articulable Cause

Supervisors will articulate their reasons for said reasonable suspicion by marking the impairments indicated herein (and others) and discussing said concerns with the employee. Both supervisor and employee will sign and date the document. Signature on behalf of employee does not necessarily indicate agreement with the contents thereof. Failure on behalf of the employee to sign the document will be deemed insubordination, and appropriate disciplinary action, up to and including dismissal, will be taken.

Absenteeism:

□ Frequent unauthorized absences.

- ☐ Excessive sick days.
- ☐ Frequent absences for short duration, with or without medical corroboration.
- ☐ Frequent Monday, Friday, and day before and day after holiday absences.
- ☐ Frequent use of vacation days to cover absences.
- ☐ High absentee rate for vague ailments: colds, flu, headache.

On-the-job absences:

- ☐ Frequently away from workstation.
- ☐ Excessive tardiness after lunch, breaks.
- ☐ Frequent trips to the water fountain, parking lot, locker room, rest room.

High accident rate:

- ☐ Accidents off the job that affect job performance.
- ☐ Accidents on the job due to carelessness.
- ☐ Failure to wear safety gear (helmets, gloves, etc.).

Poor job performance:

- ☐ A pattern of diminished morning or afternoon performance.
- ☐ Complaints from co-workers, students, parents, etc.
- ☐ Missed deadlines.
- ☐ Taking longer to do less.
- ☐ Wasting materials, damaging/losing equipment.
- ☐ Improbable excuses.
- ☐ Alternating periods of high and low performance, which becomes increasingly unsatisfactory.
- ☐ Difficulty with instructions, procedures.
- ☐ Difficulty recalling mistakes.

- ☐ Difficulty understanding new information.
- ☐ Difficulty with complex assignments.
- ☐ Uneven work habits.

Changes in personal habits:

- ☐ Reporting to work in abnormal condition (drunk, dazed, vague, etc.).
- ☐ Different behavior after lunch than before.
- ☐ Increasing lack of attention to personal hygiene.
- ☐ Increasing lack of interest in personal appearance.

Poor relationships with co-workers:

- ☐ Overreaction to real or implied criticism.
- ☐ Unrealistic resentments.
- ☐ Excessive talking with co-workers, students, parents, etc.
- ☐ Wide mood swings.
- ☐ Borrowing money.
- ☐ Avoiding co-workers and friends.
- ☐ Complaints from co-workers and friends.
- ☐ Increasing irritability.
- ☐ Increasingly argumentative.
- ☐ Inappropriate outbursts of anger, tears, laughter.

Other behaviors.

<u>Drug Testing - Collection Procedure</u>

Once the Superintendent or the Superintendent's designee has ascertained that reasonable suspicion exists to request that an employee provide a blood/urine sample, the employee shall receive a written request for production of the blood/urine sample.

The request shall set forth the conduct and other facts upon which the request is based. The request shall be hand delivered to the employee.

The employee shall immediately report to the designated laboratory. To be valid, the request must be in the approved form and signed by the Superintendent or the Superintendent's designee and contain specific facts supporting the request.

The employee shall sign the "Consent and Release" form and shall be requested and given the opportunity to list any and all medications or other drugs the employee is taking or has taken in the previous week and the times, dates, and reasons the employee is taking such medication or drugs.

Drug Testing - Drug Screening Results

Confidentiality. The laboratory under contract with the District shall communicate all results to the Superintendent or the Superintendent's designee who signed the request, verbally or in writing by mailing the results to the aforementioned person marked "Confidential."

Negative and false-positive results shall be communicated to the employee by the Superintendent or the Superintendent's designee immediately in a manner designed to maintain confidentiality.

A. Should results be negative or prove to be false-positive, any and all reference to drug screening will be purged from any and all personnel records.
B. The employee will be notified by the human resources office that documentation has been purged from the personnel file and that the employee shall be allowed to review personnel records to verify removal of any such records.

Upon the receipt of positive test results:

A. The test results shall be communicated to the employee by the Superintendent or the Superintendent's designee immediately, in writing, by mailing to the employee's home address a written notice of positive test results.
B. The employee shall be permitted to provide for private testing of a portion of the remainder of the blood/urine sample by a laboratory of the employee's own choosing. Transportation of the sample shall be made from the contract laboratory to the laboratory of the employee's choice by the District in a manner to minimize the possibility of tampering with the sample. A written record shall be kept as to the person and the method of transportation.
C. The District may, in the sole discretion of the Governing Board:

    1. Permit the employee to voluntarily resign, in which case the Governing Board may (but is not required to) direct that the laboratory test results from the contract laboratory be destroyed along with the remainder of the blood/urine sample; and/or

2. Permit or require the employee to enter into a drug rehabilitation program, in which case the Governing Board may or may not condition continued employment upon successful rehabilitation; and/or
3. Institute disciplinary actions against the employee, which can include suspension, demotion, or dismissal; and/or
4. Report the test results and all related information to law enforcement authorities; and/or
5. Take steps to secure the revocation of any certification of said employee.

Any grant of permission or requirement that an employee undertake rehabilitative measures does not preclude subsequent disciplinary actions, including suspension, demotion, or dismissal.

The exercise of any of the foregoing options by the Governing Board does not preclude the subsequent exercise of other options unless specifically so stated.

Drug/Alcohol Testing of School Bus Drivers and Bus Driver Candidates

Each school bus driver (or applicant) shall be required to pass a medical examination, which shall include a blood test or urinalysis to detect the presence of any alcohol or the presence of a narcotic or dangerous drug, as defined in A.R.S.§ 13-3401, or its metabolite within thirty (30) days prior to commencing employment and annually thereafter. The expiration date of medical examinations shall be September 30 of each year, except those examinations completed no earlier than one hundred twenty (120) days prior to that date shall be valid through September 30 of the following year.

Current employees applying for bus driver certification who refuse to submit to testing shall not receive certification and shall no longer be considered for employment as bus drivers.

Notification of Medical Examination

In order to expedite certification, it shall be the responsibility of the transportation supervisor or designee to receive the documents from the examining physician and submit the state-approved physical form and alcohol/drug testing form and test results to the appropriate state agency for certification. Incomplete forms shall not be submitted, and the driver shall not receive certification.

It shall be the responsibility of the transportation supervisor or the transportation supervisor's designee to immediately notify the employee of positive, false- positive, or diluted test results and to suspend said employee without pay and notify the employee of appeal and retesting rights. This action must be brought about in accordance with District policies, and the appropriate associate to the Superintendent must be notified prior to said action.

Use of Prescription or Over-the-Counter Drugs

Employees subject to this procedure shall report to the supervisor any use of prescription drugs that may impair job performance and/or affect the safety of themselves or others.

A. Before allowing the employee on the job, the supervisor may require that the employee submit a written statement from a medical doctor that the employee is able to perform job functions and that use of the medication does not create a safety risk to the employee or others. The department retains the right to request a second medical opinion at District expense.
B. Any employee reporting use of prescription drugs that may impair job performance may be assigned other duties if this option is available, or may be required to take vacation, sick leave, personal leave (if applicable), or, if necessary, leave without pay until use is discontinued.
C. Any employee who fails to comply with this reporting requirement shall be subject to disciplinary action, up to and including termination.
D. Employees are expected to act responsibly with regard to use of over- the-counter drugs. It is the employees' responsibility to request temporary reassignment (if possible) or take sick leave if use of over-the-counter drugs impairs job performance and/or affects the safety of themselves or others.

© 4-206 Prohibition of Tobacco Use

Prohibitions

Employees shall not possess or use tobacco products, including but not limited to cigars, cigarettes, chewing tobacco, e-cigarettes, or other nicotine products or any "vaping" device on any school property, including vehicles, or at any school-sponsored event.

Personal Vehicles

Notwithstanding the above, possessing otherwise lawful tobacco or nicotine products or a vaping device in the employee's own personal locked motor vehicle is not prohibited as long as the product or device cannot be seen from outside the vehicle.

Use of tobacco or nicotine products in an employee's personal vehicle while on school property or at any school-sponsored event is prohibited.

Instruction to Students

An employee who instructs students on the dangers of tobacco or nicotine use pursuant to A.R.S. § 15-712 may possess otherwise lawful tobacco or nicotine products or a vaping device necessary for use in the instruction. Such possession must be specifically approved by the principal, or must be specifically permitted by the Board-adopted curriculum related to the instruction. In no event shall the employee transfer tobacco or nicotine products or a vaping device to students or use tobacco or nicotine products or a vaping device during the instruction.

Adopted:

Legal Authority:

A.R.S. § 15-712

A.R.S. § 36-798.03

Ariz. Admin. Code R9-2-104

© 2024 The Arizona School Risk Retention Trust

4-207 Staff Dress Code

Employees must always consider that their employment places them in the position of role models for students. The Governing Board expects the dress and appearance of certificated and support personnel to be professional in nature and to set a standard for student attire. Although employees should have the basic freedom to express their individuality, basic expectations must be met. Teachers are expected to observe standards of dress and grooming appropriate for a professional in a school setting.

Dress will be considered professionally appropriate if it does not disrupt the classroom atmosphere or educational process. Minimally, professional standards of dress shall observe the following guidelines:

A. Clothing should be free of frays, holes, or tears and should not expose undergarments, breasts, chests, or midriffs.
B. Clothing shall not display profanity or profane or obscene gestures, nor shall it support alcohol, cigarettes, drugs, or sexual activity.
C. Caps or hats should not be worn inside buildings.
D. Skirts and dresses should be mid-thigh or longer.
E. Running shorts, Spandex shorts, or other exercise clothing are not acceptable except for coaches while actively teaching, or for physical education teachers. Walking shorts are considered acceptable within the classroom.
F. Flip flops are not acceptable footwear.
G. The requirements of the student dress code of the District and/or school shall be observed by certificated employees.

It is recognized that all employees shall enjoy full rights of citizenship and liberty as guaranteed by the Constitutions of the United States and Arizona. However, individual freedom of expression of certificated employees must be balanced with the impressionability of students, particularly since they are, essentially, a "captive audience." Therefore, the following also must be observed:

A. Religious dress, marks, emblems, or insignias are permissible provided they do not proselytize or disparage religion.
B. Clothing should be free of political messages. Political messages are defined as those that are intended to influence the outcome of elections or to support and/or oppose a particular political candidate, issue, party, or point of view.

The intent of this policy is not to unduly restrict personal expression. The Governing Board recognizes that implementation of this policy calls for sensitive, intelligent action on the part of the school staff so that professionalism and individuality are reasonably balanced.

All employees are expected to conduct their private business affairs in a manner that will not bring discredit to the District.

4-208 Outside Employment

Certificated Personnel

Certificated personnel may hold other jobs for which they receive compensation, provided that the nature and time involvement of such positions will not impair individual efficiency in meeting responsibilities and expectations of their District positions, nor conflict in any way with the employment with Amphitheater School District, nor reflect badly on the District.

The employee's immediate supervisor shall be kept informed of any additional activities and/or employment. The question of whether or not non-school employment impairs individual efficiency in meeting responsibilities and expectations of the District position or conflicts in any way with the District employment or the state statutes concerning "conflict of interest," shall be determined initially by the employee's immediate supervisor, subject to final determination by the Superintendent.

The continuation of non-school employment by certificated personnel after direction from the immediate supervisor and/or the Superintendent to discontinue shall constitute cause for disciplinary action, including dismissal.

Support Staff

A regular, full-time employee's position in the District shall be given precedence over any type of outside work or self-employment. Employees are free to carry on outside work or self-employment projects as long as no District facilities, equipment, or school(s) are used, except as provided by policy, and the outside work or self-employment does not interfere with the employees' performance of District-assigned duties.

The outside work or self-employment by a staff member is of concern to the Board insofar as it may:

A. Prevent the employee from performing assigned responsibilities in an effective manner.
B. Be prejudicial to proper effectiveness in the position or compromise the District.
C. Raise a question of conflict of interest - for example, where the employee's position in the District permits access to information or other advantage useful to the outside employer.

Therefore, an employee may not perform any duties related to outside work or self-employment during regular District working hours or during the additional time that is needed to fulfill the responsibilities of the District position. Employees who violate this policy are subject to reprimand, suspension, or termination.

Adopted:

Legal Authority:

A.R.S. § 15-321

A.R.S. § 15-341

4-209 Tutoring

It is expected that the teaching of students enrolled in this District will be accomplished to the fullest extent possible within the range of the students' abilities, and that every effort will be made by the principal and teacher(s) to help the student with any difficulties at school before recommending that parents engage a tutor.

Should, however, individual tutoring be recommended in exceptional cases, regulations have been established by the Superintendent, at the direction of the Governing Board, for the purpose of protecting the District and its teachers from possible charges of conflict of interest.

Any person contracted by the state or District to provide tutoring services directly to pupils shall be required to obtain a fingerprint clearance card prior to such services being provided.

It is not considered a desirable practice for employees of this school system to tutor or to give private instruction, therapy, or treatment to students enrolled in the District.

Only in cases where there is no other feasible solution will approval be granted for a teacher to tutor or give private instruction to a registered member of the teacher's own class and, when such circumstances exist, the following procedures should be followed:

A. A request to the principal should be initiated by the student, teacher, counselor, or parent.
B. The principal or designated assistant, after consultation with the staff member or members concerned, will make a written recommendation to the Superintendent.
C. The recommendation will then be approved or disapproved by the Superintendent.

Remuneration

Under no conditions may an employee tutor or give private instruction on school premises for extra remuneration.

Adopted:

Legal Authority:

A.R.S. § 15-534

4-210 Association Affiliation

Organizations

All employees are free to join or not to join employee organizations. Decisions affecting the individual employees are made without regard to membership or nonmembership in such organizations. Each employee is entitled to individual legal or ethical rights and privileges.

Release Time for Association President

The Governing Board recognizes that the responsibilities associated with the presidency of the Amphitheater Education Association require a considerable amount of the president's time. The Governing Board agrees to grant the association president unpaid release time.

The association president agrees to:

A. Provide communication with District personnel and community members that will contribute to positive working relationships.
B. Attend Governing Board meetings.
C. Assist in the awareness of policies and procedures.
D. Assist in the grievance process.
E. Confer with the District administration on critical areas of concern.
F. Seek information from a variety of sources on areas of concern.
G. Represent members of the bargaining unit in hearings and in areas of concern.
H. Meet with the Superintendent or the Superintendent's designee on a monthly basis.

Adopted:

4-211 Copyright Protection

The District and its employees shall comply with all copyright laws.

Publication or Creation of Materials

Staff members are encouraged to contribute professional articles and news items to local, state, and national agencies. If the School District or any of its separate departments is mentioned, the office of the Superintendent shall be notified prior to submission of articles.

Legal Claim

The District may have legal claim on all products created by its employees that in any way may be an outgrowth of their job responsibilities. In order to minimize misunderstandings about the ownership of such products, the Superintendent will effect procedures to be followed by all persons who are or might be developing products that are or might be construed to be associated with their normal job responsibility.

Copyrights/Patents

Staff members under contract to the District may develop patentable or copyrightable educational materials for use in the school program.

Joint Ownership

In the event of development of educational materials during the course of regular employment, said materials developed are equally the properties of the School District and the employee.

Assignment of Copyright

The Superintendent shall ensure that the contractual agreement form and the assignment of copyright interests form shall be executed between the employee and the School District when so requested by the Governing Board and/or the employee.

Employee Ownership

Educational materials created by an employee during the employee's leisure hours when said employee is not fulfilling contractual duties to the School District are the property of the employee.

Use/Sale of Jointly Owned Educational Material

For materials made available for commercial distribution, both parties shall share equally in any profit. The District retains the right to use such materials within the District

at no cost.

Adopted:

Legal Authority:

A.R.S. § 15-341

17 U.S.C. § 201

4-211.A Copyright Protection -Procedures

Copyrights/Patents

The District and its employees shall comply with all copyright laws, and the District shall make available the following data to aid the school staff in said compliance.

Copyright Handbook

The Arizona Department of Education has prepared a copyright handbook, which consists of the following main parts:

A. A detailed summary and discussion of portions of the law.
B. An appendix with guidelines for:

    1. Reproduction.
    2. Recommended warnings and notices.
    3. Suggested forms.

C. A checklist of permitted, prohibited, and questionable uses of copyrighted works.

These guidelines have been written primarily for use by the educational community and incorporate the most important portions of the copyright laws so that infringements can be reduced. Legal advisors were consulted during the preparation of these guidelines and, where the law was unclear, there is a check mark in the "Not Sure" column.

Handbook Location

The Arizona Department of Education's copyright handbook is available in every building within the District.

The entire Copyright Law of 1976 can be found in any law library and most public libraries as Title 17 of the United States Code. A copy may also be obtained from the Register of Copyrights, Library of Congress, Washington, DC 20559.

School administrators will make available copies of the guidelines provided by the Arizona Department of Education and may post pertinent data in an appropriate area within the school site.

Publication or Creation of Materials

In the event of development of products, the following procedures shall be followed:

A. The employee(s) shall file a notice of intent to publish or manufacture with the person to whom the employee(s) is administratively responsible.
B. The supervisor shall then prepare a report containing the following information:

1. A description of the product.
2. The name of the person(s) involved in creating the product.
3. The percentage of duty time, if any, of the person's normal job responsibility that was devoted to creating the product.

C. The report shall then be filed with the office of the Superintendent.
D. The Superintendent shall thereupon appoint a committee of three (3) persons having knowledge of the product (excluding those involved in creating it).
E. The committee shall review the report and make a recommendation to the Superintendent for action.
F. Prior to making a decision, the Superintendent will confer with the person(s) eligible to receive royalties to help assure a mutually satisfactory arrangement.
G. If any employee(s) involved should be dissatisfied with a decision so made by the Superintendent, appeal may be taken to the Governing Board.

4-211 Digital Communication

The Governing Board recognizes how web-based and mobile technologies are fundamentally changing and enhancing communication as well as empowering the user. Social media technology can be a powerful and useful tool to enrich teaching and learning. The Board encourages the appropriate use of social media and the modeling and teaching of 21st Century Skills to develop safe and smart digital citizens. The Board equally recognizes that the misuse of such technologies can be potentially harmful to students, employees, the District, and the community. Accordingly, the Governing Board requires all employees to adhere to adopted policies and to utilize digital communications and electronic devices in a professional manner.

There are many diverse and ever-changing social media sites available to educators for their professional use. While specific sites can overlap services and purposes, they may be categorized as:

A. Social Networking Sites: facilitate connections and communications between people often based upon friendships, relationships, common interests or other categories. Examples of these would include Facebook, Google+, and LinkedIn
B. Content Sharing Sites: allow people to share content such as photographs, videos, documents and other media. Examples include YouTube and Flickr.
C. Blogs and Forums: offer journal or diary entries. Examples include WordPress, Edmodo, Wikis and Blogger.
D. Gaming Sites: offer the ability to communicate verbally and virtually with other gamers/participants.
E. Social News Sites: allow people to post various news items or links to outside articles and then allow users to vote on the items. Examples include Digg and Reddit.
F. Bookmarking Sites: allow people to save and organize links to other websites. Examples include Delicious and StumbleUpon.
G. Micro-blogging: allow people to communicate using short updates of information. Examples include Twitter, Remind101 and Instagram.

<u>All staff:</u>

A. Are responsible for the content of their postings and links connected to their postings;
B. Shall adhere to all Governing Board policies that could apply to social media including, but not limited to, the use of District technology, copyright laws, student rights, parent rights, the Family Educational Rights and Privacy Act (FERPA), staff ethics and staff-student relations;
C. Shall ensure that email communication with parents and students is made through the District email system;
D. Shall maintain a clear separation between professional social media interactions and personal interactions (e.g., a school-related Facebook page vs. a personal Facebook page);

E. Shall not use District owned or provided technologies to endorse, promote or oppose a ballot issue or candidate;
F. May use social media as a means to create safe and smart digital citizens through teaching and modeling of 21st Century Skills.

The Superintendent shall communicate this policy to all of the employees of the District at the beginning of the school year and to all newly hired employees as part of the hiring process and may develop other training for employees.

Adopted:

Legal Authority:

A.R.S. § 15-341

A.R.S. § 15-514

4-211.A Digital Communication – Telephone Service

School telephones, including cellular telephones, are business phones. Two- way radios and pagers provided to District staff are also intended as school business tools. Their use for personal purposes is to be held to a minimum.

Long-distance calls are to be for approved school business only, except in cases of emergency. In emergency situations, school employees are responsible for making sure that charges are made to their home phones.

Phones exist to accommodate student calls.

The Superintendent may assign wireless communication devices such as cellular phones, radios, and pagers to District Personnel as deemed appropriate, but employees shall be responsible to ensure reimbursement to the District of costs resulting from personal use of cell phones. Assignment of such devices should be based on District need rather than personal convenience of the employee

District personnel shall be mindful of the inherent lack of assured confidentiality when using two-way radios or cellular phones when discussing confidential matters such as student discipline and personnel matters. Given the susceptibility of such devices to eavesdropping, personally identifiable information should not be discussed.

Use of District cellular telephones while driving is prohibited. Employees shall cautiously exit from traffic to a safe location to accept or make calls.

No students shall be permitted to use District cellular telephones, except in the case of an emergency.

4-212 Staff Participation in Political Activities

All employees shall enjoy full rights of citizenship and political liberty as guaranteed by the constitutions of the United States and Arizona.

Employees may participate in political activities as long as such participation does not occur during the eight (8)-hour workday and interfere with the discharge of professional duties or with the functions and daily operations of the District or individual facilities.

In-house staff meetings or meetings with members of the Amphitheater Association executive board or committee chairs may occur any time before or after the eight (8)-hour workday. Any other type of meeting must occur not less than one-half (1/2) hour before or after office hours and will follow the guidelines set by the Governing Board for facility usage.

Participation of Employees in School District Elections

When an employee is serving as an agent of, or working in an official capacity for, the District, such employee shall not participate in partisan political activities, except that an employee serving in an official capacity may express advocacy for a budget override proposal in a public hearing at which testimony both for and against the proposal is given.

District employees may participate in presentation of factual information pertaining to bond/override elections.

The authority of an employee's position may not be used to influence the vote or political activities of another employee or student.

An employee shall be free from political coercion, or the pretended necessity of making political contributions of money or other things of value or engaging in any political work or activity against the employee's wishes under the assumption that failure to do so will in any way affect the individual's status as an employee of the District.

This policy does not preclude the discussion and study of politics and political issues when appropriate to classroom studies.

Definitions

Elections. Elections means all non-student elections.

Employee. Employee means any individual compensated by the District and required to take and subscribe to the oath as prescribed in A.R.S. § 15-504.

Political activities. Political activities means any activity designed to influence the outcome of elections or to support and/or advance a particular political candidate, issue, party, or point of view.

4-300 Employee Health

© 4-301 Employee Health and Welfare

The District shall furnish a place of employment reasonably free from known and recognized hazards that cause or are likely to cause death or serious physical harm to an employee.

Communicable Diseases

The District shall exclude an employee who has a communicable disease if the employee presents a direct threat to the health and safety of others in the workplace. The District will follow all applicable legal requirements issued by the Arizona Department of Health Services and any local health department with respect outbreak control methods.

Immunizations

The District shall require employees to be inoculated against communicable diseases or to possess an exemption as specified in Arizona statute and regulation.

Medical Examination

After an absence of more than three (3) consecutive work days, the District may require that an employee submit a medical provider's written release regarding the employee's ability to return to the employee's job duties and regarding any restrictions or limitations on that employee's return to work.

The Superintendent may require that an applicant or employee submit to an independent medical examination at District expense as a condition of continued employment if the District has job related concerns regarding the employee's ability to perform the essential functions of the employee's position. This may include drug and alcohol testing.

Employee Assistance Program

The District may offer as a benefit of employment an employee assistance program to assist staff in meeting their health and wellness goals.

Adopted:

Legal Authority:

A.R.S. § 15-873

A.R.S. § 23-372 *et seq.*

A.R.S. § 23-403

A.R.S. § 36-621 *et seq.*

A.R.S. § 36-631

A.R.S. § 36-881 *et seq.*

42 U.S.C. §12112

Ariz. Admin. Code R9-5-402

Ariz. Admin. Code R9-6-101 *et seq.*

© 2024 The Arizona School Risk Retention Trust

© 4-301.01 Health Examinations

All legal requirements of medical examinations will be adhered to, and the Superintendent will establish procedures for the orderly processing of such examinations.

Pre-Employment Health Examination

Unless waived in writing by the District, every individual offered employment by the District shall, prior to employment, and as a precondition of employment, provide to the District a full and complete report of the physical condition of his/her medical condition on a form to be provided by the District, demonstrating that he/she is able to perform all of the essential functions set forth in the job description of that employee, with or without reasonable accommodations. If accommodations are required, the physician shall describe those recommended. This preemployment examination may only be requested after an offer of employment has been made. The examination will be at the prospective employee's expense. Records of preemployment examinations shall be maintained confidentially, in accordance with law.

Additional Health Examination

In addition to the preemployment examination required, the Superintendent or the Superintendent's designee may require a post-employment medical examination(s) by a licensed physician(s). The Superintendent or the Superintendent's designee may require such an examination when it has been established to the satisfaction of the Superintendent or the Superintendent's designee that the employee cannot fulfill and perform the essential functions of the employee's job, or assigned duties or that the employee poses a direct threat to the health or safety of others.

The results of these examinations will be made available only to the employee and the Superintendent and such other District personnel as may be necessary and will be reported to and maintained by the District in a manner designed to maintain the confidentiality of the employee.

The expense of post-employment examinations will be paid for by the District.

If the employee refuses to submit to the examination required, the employee may file with the Governing Board a written statement setting forth the reasons for refusal within three (3) days of the order to submit for examination. The Board shall review the statement of reasons for refusal submitted and, in its discretion, may request additional evidence prior to making its determination. If the Board determines there is just cause for the requirement of a medical examination, the employee shall submit to the medical examination immediately.

Failure to comply with the directive to submit to such an examination is insubordination, which may result in dismissal or other disciplinary action.

Results of Health Examination

If a health examination demonstrates that either (a) the employee is unable to perform the essential functions of his/her job, or (b) that the employee's medical condition poses a direct threat to the health or safety of students or other employees of the District, then the administration may apply to the Board to have the employee placed on involuntary leave of absence without pay or institute dismissal proceedings.

If the District administration makes application to the Board to have an employee placed on involuntary leave of absence because of the employee's inability or incapacity to perform the essential functions because of a medical condition, the employee shall be duly notified and may present evidence to the Board of good health and fitness for the performance of the assigned duties.

If the employee is given an involuntary leave of absence, at any time thereafter, the employee may apply for reinstatement to the former duties upon presentation of satisfactory evidence of a change in medical condition. During an involuntary leave of absence, the employee's rights of seniority, retirement, accrued sick leave, and other benefits shall be preserved and available to the employee after the leave of absence has ended, subject to other provisions of District policy.

Employment Physical

Each applicant who receives a conditional offer of employment shall furnish a statement of evidence of adequate health as attested to by a qualified physician prior to the start of employment with the District. This examination is at the expense of the employee.

Tuberculosis

Any employee displaying the symptoms of pulmonary disease shall be required to undergo the tests deemed appropriate by a licensed physician. If the tests reveal the presence of active tuberculosis, the District will determine whether the employee's condition is such that it jeopardizes the health and safety of others.

If the District determines that the health and safety of others is in jeopardy, the employee may be placed on an involuntary leave of absence or the District may take other appropriate action. Any action taken will be in a manner consistent with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

Adopted:

© 4-301.A Procedure - Employee Health and Welfare - Communicable Diseases

A. Reporting

Pursuant to Ariz. Admin. Code R9-6-203, District employees are required to report certain suspected or confirmed communicable disease to local and state health authorities. Employees shall consult with their supervisor to determine if a confirmed communicable disease must be reported within twenty-four (24) hours after a case or suspected case is diagnosed, treated or detected. In all cases, a confirmed communicable disease must be reported within five (5) days after a case or suspect case is diagnosed, treated or detected.

B. Exclusion

The District may exclude a student, employee or visitor who has a communicable disease if that individual presents a direct threat to the health and safety of others in the workplace and that risk cannot be mitigated through reasonable accommodations.

The District may exclude a student, employee or visitor who lacks documentary proof of immunization during a period of a communicable immunization-preventable disease if authorized specifically by state law and/or by the Arizona Department of Health Services or a local health department.

C. Confidentiality

The District shall take precautions to protect the privacy of an employee's medical information.

© 2024 The Arizona School Risk Retention Trust

© 4-301.B Procedure - Employee Health and Welfare - Record of Immunization

The District may require an employee to provide a record of immunization as authorized by state statute or regulation.

District employees who work in a District child care facility shall be required to attest to current immunity against measles, rubella, diphtheria, mumps and pertussis as required by Arizona Administrative Code R9-5-402.

Employees shall be permitted to present a record of immunization in the manner prescribed by the Arizona Department of Health Services, including:

1. That the employee received immunization through administration of vaccine(s);
2. A statement by a medical practitioner affirming serological evidence of immunity; or
3. Documentary evidence of date of birth before a specific date if authorized by regulation.

The District shall be responsible for maintaining records of immunization in a confidential manner.

© 2024 The Arizona School Risk Retention Trust

© 4-302 Leave

The Governing Board shall permit employees to take a leave of absence as required by federal or state law.

Employed personnel of the District may wish or be required to be absent for several reasons:

A. Those beyond their control, such as personal illness or injury (including pregnancy), jury duty, military service or emergencies.
B. Those governed by compassion or conviction, such as family illness, bereavement, religious observance, and other personal reasons.
C. Those stemming from occupational status, such as attendance at meetings, conventions, in-service training courses and seminars, and other patterns of additional study when approved by the Superintendent and/or the Governing Board.
D. Those provided by scheduled vacations.

The Governing Board recognizes that absences for any such reasons are justifiable and will, to the extent that the welfare of the educational program and the fiscal resources of the District will allow, look with favor upon establishing mutually agreeable arrangements for such employee absences.

Employees are required to either be at work or on an approved leave, which consists of the District approved leaves of absence, paid time off, earned paid sick time, vacation leave, or a holiday. If an employee has used more paid time off/vacation/holiday days than have been earned, the District will deduct the excess used days from the employee's paycheck in accordance with applicable law. The employee may also be subject to discipline when warranted.

The Board may approve a leave of absence for up to one (1) year in its discretion. The Board shall not approve any leave of absence that extends over one year of time beyond the employee's initial date of absence unless otherwise required by law.

All leaves of absences shall be unpaid unless the employee has available accrued leave. The District shall require employees to use accrued leave for any leave of absence requested as permitted by law.

Sick Leave

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

Professional staff personnel employed twenty (20) hours per week or more are eligible for accumulated sick leave.

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

Eligible Academic Year employees may accrue a maximum of seven (7) days per contract year. Eligible Fiscal Year employees may accrue a maximum of ten (10) days per contract year.

Career staff personnel employed twenty (20) hours per week or more are eligible for accumulated sick leave. Probationary career employees will be allowed to accrue and use their accrued sick leave during the probationary period.

Eligible employees are entitled to earn paid sick leave based on their regularly assigned daily hours worked at the rate of 0.03847 hours of sick leave for each hour worked up to a maximum of eight (8) days per year for academic-year employees and up to a maximum of ten (10) days per year for fiscal-year employees.

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

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

The procedure for payment of unused sick leave will be as set forth in the fringe benefit schedule for certificated employees. Due to the nature of this program, employees who seek voluntary resignation, after accepting their contracts and prior to working during the contract year, will not be eligible for this option.

Non-regular employees of the District such as substitute teachers, temporary employees or those employees who are not issued work agreements, notices of appointments or contracts are not eligible to accrue sick leave.

Sick Leave Buyback – Certificated Employees

Certificated employees who received pay for accrued sick leave at the time of termination shall, if reemployed within six (6) weeks of the next consecutive school year, be provided an opportunity to buy back the same number of accrued days of sick leave at the same monetary rate for which the District paid such employees at the time of termination. However, an administrative charge of one (1) day of accrued sick leave will be assessed in the event of a buyback.

For example, an employee who received sick leave compensation for eight (8) days at the rate of twenty-five dollars ($25) per day for a total of two hundred dollars ($200) at the time of termination will be allowed to buy back seven (7) days (eight [8] days minus the one [1]-day charge) for two hundred dollars ($200). An employee will not be allowed to buy back more or less than the exact number of days for which compensation was received at termination.

A certificated employee must make such decision and repayment within three (3) weeks of reemployment. The decision to take advantage of this opportunity must be relayed promptly to the payroll office, and repayment will be accepted by the payroll office in the form of a personal check made out to Amphitheater Public Schools.

No Sick Leave Payoff

A certificated employee who did not work a full contract year and, therefore, did not receive sick leave payoff at the time of termination, will, if reemployed within six (6) weeks of the next consecutive fiscal and/or school year, be credited with any sick leave accrual on the books at the time of termination as stipulated by individual attendance records.

Sick Leave Buyback – Support Staff

A. A support staff employee who received pay for accrued sick leave at the time of termination shall, if reemployed within six (6) weeks of the next consecutive school year, be provided an opportunity to buy back the same number of accrued days of sick leave at the same monetary rate for which the District paid the employee at the time of termination. However, an administrative charge of one (1) day of accrued sick leave will be assessed in the event of a buyback.
B. For example, an employee who received sick leave compensation for eight (8) days at the rate of twenty-five dollars ($25.00) per day for a total of two hundred dollars ($200.00) at the time of termination will be allowed to buy back seven (7) days (eight [8] days minus the one [1] day charge) for two hundred dollars ($200.00). An employee will not be allowed to buy back either less days or more days than the employee received compensation for at termination.
C. Support staff employees must make such decision and repayment within three (3) weeks of reemployment. The decision to take advantage of this opportunity must be relayed promptly to the payroll office and repayment will be accepted by the payroll office in the form of a personal check made out to Amphitheater Public Schools.
D. A support staff employee who did not work a full contract year and, therefore, did not receive sick leave payoff at the time of termination, if reemployed within six (6) weeks of the next consecutive fiscal and/or school year will be credited with any sick leave accrual on the books at the time of termination as stipulated by individual attendance records.

Earned Paid Sick Leave

Earned paid sick time (EPST) for District personnel is a designated amount of compensated leave that is to be granted to a staff member who is unable to perform the duties assigned for qualifying reasons and who is not eligible to accrue sick leave.

Employees will accrue EPST at the rate of one (1) hour for thirty (30) hours worked (0.03333 hours of sick leave for each hour worked), with a maximum accrual and use limit of forty (40) hours per fiscal year, beginning July 1 and ending June 30. Full-time certificated employees and classified employees who are exempt from the FLSA overtime rules will be assumed to work forty (40) hours in each workweek for purposes of EPST accrual. Such employees who work part-time will accrue EPST proportionately.

An employee may not use more than forty (40) hours of EPST in one (1) fiscal year. Accrued EPST that is not used in one (1) fiscal year will carry over to the next fiscal year. However, use of EPST is limited to forty (40) hours per fiscal year, regardless of the amount of EPST accrued by the employee.

If an employee is also entitled to earn sick leave pursuant to this Policy, the first forty (40) hours of sick leave will be considered EPST. All earned sick leave, other than the first forty (40) hours, will accrue and may be used by the employee as permitted by the sick leave rules herein and in the accompanying procedure.

Family and Medical Leave

The District shall comply with all components of the Family and Medical Leave Act (FMLA). Eligible employees are entitled up to twelve (12) or twenty-six (26) weeks of leave as designated in the FMLA. Any employee seeking to understand rights under FMLA may inquire with the benefits department in Human Resources or may review posted materials.

Personal Leave

Professional staff personnel employed twenty (20) hours per week or more are eligible for accumulated personal leave.

Forty (40) hours of personal leave may be granted annually to full-time personnel. Eligible employees working on any other work schedule will be credited personal leave that shall be computed at the same ratio that the number of employed hours bears to full-time employment. Said personal leave may be taken in no less than one (1) hours increments. Such leave is accorded without loss of pay during each school year. Unused personal leave hours, or portions thereof, will be added to the following year's accumulated sick leave.

Four (4) days of personal leave may be granted annually to eligible support staff personnel. Said personal leave may be taken in increments of no less than fifteen (15) minutes. Such leave is accorded without loss of pay during each school year. Unused personal leave days, or portions thereof, will be added to the following year's accumulated sick leave.

The reason for this leave shall be determined by the individual and need not be revealed. Approval of leave shall be contingent upon the following:

A. For staff members requiring a substitute: Each individual school may have at least two (2) staff members, or not more than ten percent (10%) of said staff on personal leave on any given day.
B. For staff members not requiring a substitute: Each individual school may have at least one (1) staff member, or not more than ten percent (10%) of said staff on personal leave on any given day.
C. Ten percent (10%) of a site's certificated staff requiring a substitute may request personal leave at any time. However, for the days before and after the below listed holidays and intersession/breaks, personal leave will be limited to seven percent (7%) of said site staff. Nurses are excluded from the site numbers.

Martin Luther King Day	Veteran's Day
Rodeo Break (2)	Thanksgiving Holiday (3)
Memorial Day	Winter Break
Independence Day	Winter Holiday (1)
Labor Day	Spring Break/Intersession

D. Personal leave before or after the above listed holidays must be requested in writing five (5) contract days before the requested leave date.

At an employee's option, paid personal leave may be substituted, without the restrictions on the use thereof set forth in this regulation, for all or a portion of otherwise unpaid family and medical leave taken by an eligible employee. If an employee elects to substitute paid personal leave for otherwise unpaid family and medical leave, the employee need only comply with any notice requirements applicable to the use of paid personal leave, and not with the more stringent notice and certification requirements set forth related to the use of Family and Medical Leave, unless the employee's paid leave period is followed by a period of unpaid family and medical leave.

Emergency Leave

With approval by the principal or supervisor, an employee may be absent for urgent private business, provided that there shall be deducted from the employee's salary an

amount equal to the daily rate of teacher substitute pay times the number of days absent. If the emergency leave taken falls on the day before a vacation or holiday or the day following a vacation or holiday, there will be no loss of vacation or holiday pay.

Religious Observance Leave

The District does not grant special religious observance holidays. Religious holidays may be taken in conjunction with personal leave, vacation leave or as an unpaid excused day.

Vacation Leave

Administrators and certificated and other teaching personnel on twelve (12) month contracts are eligible for twenty (20) days of paid vacation leave annually. All vacation leave will be earned and used in hours as the unit of measure. Twenty (20) full-time days is equal to one hundred sixty (160) hours. Eligible employees working on any other work schedule will be credited with vacation leave that shall be computed at the same ration that the number of employed hours bears to full- time employment. Administrators and certificated staff who earn paid vacation leave may carry forward a total of forty (40) days into a subsequent fiscal year.

Eligible support staff employees are entitled to paid vacation leave as follows:

A. During the first (1st) through fifth (5th) years of continuous service, ten (10) working days may be earned per year.
B. Commencing with the sixth (6th) and continuing through the tenth (10th) years of continuous service, fifteen (15) working days may be earned per year.
C. Commencing with the eleventh (11th) year and continuing each year thereafter of continuous service, twenty (20) working days may be earned per year.

The calendar year for vacation periods will be from July 1 through June 30, and all vacation calculations shall be on a fiscal-year basis, prorated in accordance with hours worked.

For support staff employees, unused vacation time may be accumulated and carried forward from one (1) vacation year to the next in a total amount not to exceed ten (10) working days during the first (1st) five (5) years of continuous service, fifteen (15) working days for the sixth (6th) through tenth (10th) years of continuous service, and for each year thereafter in a total amount not to exceed twenty (20) working days. The amount of vacation time carried forward, plus that earned during the current year, will constitute the total number of days of vacation accrued by the employee at any given time.

The vacation policy is to provide eligible staff members with paid time off each year for rest and relaxation. Vacation may be used in increments of not less than one-half (1/2) day or less than one-half (1/2) of the employee's scheduled daily work hours.

An employee who is unable to use earned vacation time and stands to lose vacation as a result of work commitments may, with approval by the Superintendent or the Superintendent's designee, have the accrued vacation days in excess of that allowed by Policy transferred to accumulated sick leave days.

Sabbatical Leave

The Board may grant sabbatical leave to certificated teaching and administrative personnel for a maximum of one (1) year in accordance with state law.

An administrator or certificated teacher who has been employed with the District for a period of seven (7) consecutive years immediately prior to the time the sabbatical leave is to commence may be granted a sabbatical leave of absence. Only one (1) such sabbatical leave may be granted to any teacher or administrator. A.R.S. § 15-510 provides for the authorization of leaves of absence, including sabbatical leaves of absence. This statute provides that the Governing Board "may" authorize leaves of absence and that sabbatical leaves of absence "may be granted by the Governing Board" under specific conditions set forth. The use of the word may implies the granting of discretionary decision-making powers to the Governing Board. Therefore, sabbatical leaves of absence may be granted at the discretion of the Governing Board under the following guidelines:

A. Sabbatical leave may be granted only for the purpose of permitting continuation of the professional education of a teacher, including professional growth or research, that benefits the school program and the pupils of the District. Such study or research must relate to the current or prospective service by the employee.
B. A sabbatical leave may not exceed one (1) year.
C. A written application for such leave must be accompanied by a statement of the proposed use of time, with a specific indication as to how the work will benefit the school program and the pupils of the District. The application statement shall be of such specificity as to detail the applicant's perception of the leave benefit to the school program and the pupils of the District. This should be submitted to the Director of Human Resources by March 15 for the leave to begin during the following contract year.
D. Acceptance of timely applications for sabbatical leaves of absence will entitle the teachers or administrators to consideration for sabbatical leaves. This consideration does not mean that a sabbatical leave of absence will be granted. The number of sabbatical leaves granted, if any, and the teachers or administrators who receive them, will be determined by the Governing Board.
E. A screening committee composed of three (3) certificated teachers (one [1] each from the elementary, middle, and high school levels) and two (2) District office administrators will consider all written applications and will rank them in the order of those believed to be most beneficial to the total educational programs of the District and the pupils of the District. The benefit to the District pupils shall be based upon current and future plans for District program changes, improvements

and legislatively determined directions recognized or proposed and approved by the Governing Board. The findings of the screening committee shall constitute recommendations only, and shall not be binding upon the Governing Board, either as to the rankings, or as to any other finding, conclusion, or recommendation of the screening committee.

F. Compensation for an employee on sabbatical leave shall be one-half (1/2) of the salary the employee would have received for the period of leave had regular service been continued.
G. If leave is granted, all rights provided by the Arizona Revised Statutes and by the policies and regulations of the District for such employees and all other rights of retirement, accrued leave with pay, salary increments, and other benefits provided by law shall be preserved and available to the employee after the termination of the leave of absence and subsequent reinstatement to service with the District.
H. An employee on sabbatical leave under these provisions shall be reinstated to the former employment status at the conclusion of the leave. A member of the staff granted sabbatical leave shall return not later than one (1) year after commencement of the sabbatical leave for renewal of employment for at least one (1) school year. In event of the failure to return, or failure to satisfy the other conditions and requirements of the sabbatical leave, the employee shall refund the amount of compensation received from the District during the period of sabbatical leave. If the employee does not refund the amount of compensation received from the District during the period of sabbatical leave, the Governing Board shall direct the county attorney to institute suit against such person to collect such amount.

Jury Duty

The Board shall grant leave for an employee to respond to a summons for jury duty, participate in the jury selection process or actually serve on a jury.

Employees shall reimburse the District for jury duty pay received. Failure to reimburse the District at the completion of the jury duty service will result in a deduction of pay equal to the number of contract days missed.

An employee excused from jury duty after being summoned shall report for regular duty as soon as possible

Voting

The District shall permit employees to be absent for the purpose of voting at a primary or general election if there are less than three (3) consecutive hours between the opening of the polls and the beginning of the employee's regular workshift or between the end of the employee's regular workshift and the closing of the polls. In that event, the District shall pay for the hours the employee must be absent to vote.

Military Leave

An employee who is a member of the Military Reserve or National Guard shall be entitled to leave of absence without loss of pay, time, or efficiency rating when engaged in field training.

Any employee who voluntarily or involuntarily enters uniformed service in any branch of the Armed Forces of the United States will be placed on a military leave of absence for the duration of the service up to a period of five (5) years. The District will also grant a leave of absence for purposes for training duty or to attend camps, maneuvers, formations, or drills under order with any branch, reserve, or auxiliary of the federal or state armed services. Such leave is unpaid unless the employee uses accrued leave to provide compensation. Employees serving in the armed forces shall have the right to be re-employed by the District as provided under federal law.

Victim Leave

The District shall permit an employee leave to attend a criminal proceeding if the employee is the victim of a crime and is exercising a right to be present at a proceeding as defined in state law. Such leave is unpaid unless the employee uses accrued leave to provide compensation.

A. An employee's accrued vacation, personal, sick or other applicable leave shall be used to the extent available by this Policy.
B. If paid leave is unavailable, the employee must request an unpaid leave of absence in accord with this Policy.
C. Before an employee may leave work for this purpose, the employee shall provide the employer with a copy of the form provided by law enforcement and if applicable a copy of the information the law enforcement agency provides the employee.
D. Leave for this purpose may be limited if the leave creates an undue hardship to the employer's business.

Bereavement Leave

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

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

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

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

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

Political Leave

Upon written request, certificated employees may be granted political leave in accordance with the following provisions:

A. With three (3) weeks' notice, a certificated employee may be granted up to four (4) weeks of continuous leave without pay for the purpose of campaigning for the employee's own election to any public office.
B. If not elected to the public office, the employee shall return to the same position held prior to the leave.
C. If the certificated employee is elected to the office, the Governing Board may return the employee to the same or mutually agreed upon position until such time that the elected term of office necessitates leaving the teaching assignment.
D. Any certificated employee may hold a public office and continue as a certificated employee as long as it does not interfere with the contractual assignment and provided that such continued employment would not result in a violation of law.
E. The Governing Board may, from time to time, extend to the certificated employee who is elected to a public office a leave of absence without pay for a period not to exceed one (1) year.
F. At the conclusion of the political leave as required by the office to which the employee was elected, the employee may be returned to the same District position, or one mutually agreed upon.

If such leave is granted, all rights provided by the Arizona Revised Statutes and by the policies and regulations of the District for such employees, and all other rights of retirement, accrued leave with pay, salary increments, and other benefits provided by law shall be preserved and available to the employee after the termination of the leave of absence and reinstatement to service with the District, subject to the provisions as required by the Family and Medical Leave Act.

Exchange Teacher Leave

Upon written application, the Governing Board may grant to a certificated teacher who has been employed by the District for more than the major portion of three consecutive

school years a leave of absence to serve as an exchange teacher, in accordance with the provisions set forth under state law.

A. The Superintendent will establish the limit on the number of teachers exchanged annually.
B. The leave does not exceed one (1) year.
C. No salary or other compensation shall be paid during the leave of absence.

Consideration for leave may be granted regardless of whether a suitable exchange teacher is available to serve this District.

If such leave is granted, all rights provided by the Arizona Revised Statutes and by the policies and regulations of the School District for such employees, and all other rights of retirement, accrued leave with pay, salary increments, and other benefits provided by law shall be preserved and available to the employee after the termination of the leave of absence and reinstatement to service with the District, subject to the provisions in the Family and Medical Leave Act.

Holidays

Regular non-exempt employees who are regularly assigned twenty (20) hours per week or more shall receive Governing Board approved holidays based on the length of the employee's work year in their regular assignment. Exempt employees receive holidays in accordance with Governing Board-approved calendars. One (1) day of holiday pay is equivalent to an employee's regularly scheduled hours for the position(s).

Staff members must be present for work, or on approved paid leave, on the scheduled workdays before and after the holiday in order to draw pay during holiday leave.

Each of the following named days may be designated as a holiday for all eligible certificated employees of the District when that day falls on a normal working day. (A normal working day is any day except a holiday, Monday through Friday, inclusive.) Exceptions: When a designated holiday falls on a Saturday, the preceding Friday will be observed as the holiday; when a designated holiday falls on a Sunday, the following Monday will be observed as the holiday.

January 1	Veteran's Day
Martin Luther King Day	Thanksgiving Holiday (3)
Rodeo Break (2)	December 24
Memorial Day	December 25
Independence Day	December 31

Labor Day Winter Holiday (1)

These holidays and others established by the Governing Board will be adjusted according to the school calendar each year.

Authority to Grant Leave

The Superintendent has authority to approve a leave of absence for up to twelve (12) weeks. Leaves for more than twelve (12) weeks must be approved by the Board.

A leave of absence consisting of a time span of less than two (2) pay periods may be granted by the supervisor or associate superintendent of the division by indicating the dates on the timecards.

Involuntary Leave of Absence

The administration may apply to the Board to give a staff member an involuntary leave of absence if personal health renders the staff member unfit for the performance of assigned duties, in accordance with District policy.

Unpaid Leave of Absence

Extended leave of absence without pay is any leave of absence without pay in excess of two (2) pay periods.

A staff member requesting an extended leave of absence without pay must submit the request through the immediate supervisor, using the Personnel Action form. This form may be obtained from the human resources division.

No extended leave will be approved for a period of more than one (1) year.

District personnel who desire leaves of absence without pay must submit written requests to their respective principals/supervisors. Such request is to contain:

A. The inclusive dates of the absence requested.
B. The reason(s) for absence in excess of accrued sick leave, vacation leave, and/or allotted personal leave.
C. The particular type of leave desired.
D. The staff member's statement of intent to return.

Criteria for leave of absence without pay for support staff shall include:

A. Assurance by the supervisor that the duties and responsibilities of the position can be reassigned or filled by a temporary employee.
B. Completion of the probationary period, unless special circumstances (e.g., emergency, illness) warrants a waiver of this requirement. If such a waiver is

granted, the probationary period shall be extended a period of time equal to that of the leave.

C. Endorsement of the supervisor's recommendation by the appropriate associate superintendent.
D. Approval by the Governing Board.

Except when, as a matter of law, approval is not required, principals/supervisors will determine if such requests should be approved. If approved by the principal/supervisor, further approval will be requested in accordance with the principal's/supervisor's particular administrative structure.

Requests for any leave of absence without pay, except those for Family and Medical Leaves and for extended military leaves taken must be approved by the Governing Board.

Staff members will be advised of any and all actions taken regarding the request for leave of absence without pay.

Continuous service will not accrue during the period of extended leave of absence without pay. *Exception:* Employees on unpaid Family and Medical Leaves shall be credited with continued service during the period of such leaves to the extent required by federal law.

All requests for extended leaves of absence without pay that are not required by law must be approved by the Governing Board.

When leave of absence without pay is granted, the following stipulations shall apply:

A. An employee who has taken leave must return to work at the time agreed upon. An employee who for some reason is not able to return at said time must keep in touch with the human resources division and the supervisor as to the progress of the employee's condition or circumstances.
B. The employee must notify human resources and the supervisor, in writing, of intention to resume employment as soon as possible.
C. An employee on leave of absence without pay shall be reinstated to the former or essentially equal position at a compensation rate not less than the former rate, contingent upon availability of a position and funds.

All rights of seniority, retirement, accrued sick leave, and all other benefits provided by the Governing Board that the employee had at the time leave was taken shall be preserved and available to the employee after the leave of absence has ended subject to the requirements of state and federal law.

Continuous service will not accrue during the period of leave of absence without pay. *Exception:* Employees on unpaid Family and Medical Leaves shall be credited with continued service during the period of such leaves to the extent required by federal law.

Violations

Leaves of absence without pay, if granted, shall be for specified purposes only. Unless specifically permitted in writing, employees on leave without pay shall not engage in other employment or in any other conduct not permitted by the terms of the leave without pay. A violation of this provision may result in dismissal.

Health and Hardship Leave

Upon written request, the Board may permit certificated employees to take leaves of absence without pay for rest, restoration of health, or the alleviation of hardship involving themselves or their immediate families, provided that:

A. Leave shall not exceed one (1) year.
B. No salary or other compensation shall be paid during the leave of absence.

If such leave is granted, all rights provided by the Arizona Revised Statutes and by the policies and regulations of the District for such employees, and all other rights of retirement, accrued leave with pay, salary increments, and other benefits provided by law shall be preserved and available to the employee after the termination of the leave of absence and reinstatement to service with the District, subject to the provisions as required by the Family and Medical Leave Act.

Study or Travel Leave

No leave of absence for study and travel is accorded first-year teachers.

Upon written request, a leave of absence for study or travel may be granted by the Governing Board provided that:

A. Leave shall not exceed one (1) year.
B. No salary or other compensation shall be paid during the leave of absence.

If leave of absence is granted, all rights provided by the Arizona Revised Statutes and by the policies and regulations of the District for such employees, and all other rights of retirement, accrued leave with pay, salary increments, and other benefits provided by law shall be preserved and available to the employee after the termination of the leave of absence and reinstatement to service with the District, subject to the provisions as required by the Family and Medical Leave Act.

Absence without Leave

An employee who fails to request leave, report an absence, and report to work is absent without leave and may be subject to discipline, up to and including termination. An employee will be deemed to have abandoned the employee's job if the employee fails to report to work and report the absence for three (3) consecutive work days.

Unauthorized Leave

Definition:

A. Unauthorized leave may include, but is not limited to, individual or collective refusals to provide service, unauthorized use of sick leave, unauthorized use of other leave benefits, nonattendance at required meetings, and failure to perform assigned supervisory functions at school- sponsored activities.
B. An employee is deemed to be on unauthorized leave at such time and on such occasions as the employee chooses to be absent from required duties.

Disciplinary action:

A. Unauthorized leave shall constitute a breach of contract and, therefore, may result in the initiation of such disciplinary action, including dismissal, as may be deemed appropriate.
B. Beginning on the first (1st) day of unauthorized leave, no warrant shall be drawn in favor of any employee who has not faithfully performed all duties prescribed, except as to such duties as have already been performed.

Verification of absence:

The Superintendent, associate to the Superintendent, or supervisor of the employee may require a physician's statement or other verification as to an employee's claimed sick leave or other reason for absence. For leave requests other than those made under the Family and Medical Leave Act, such verification shall be made within five (5) days of request therefor. For family and medical leaves of absence, such verification shall be made within fifteen (15) days of request therefore.

Adopted:

Legal Authority:

A.R.S. § 8-420

A.R.S.§ 13-4439

A.R.S. § 15-502

A.R.S. § 15-541

A.R.S. § 15-510

A.R.S. § 16-402

A.R.S. § 21-236

A.R.S. § 23-371 *et seq.*

A.R.S. § 26-168

A.R.S. § 38-610

A.R.S. § 38-745

29 U.S.C. §§ 2601 *et seq.*

38 U.S.C. § 4303

29 C.F.R. § 825.100 *et seq.*

© 2024 The Arizona School Risk Retention Trust

© 4-302.A Procedure - Leave - Family and Medical Leave

The District complies with the Family and Medical Leave Act (FMLA) and will grant up to twelve (12) weeks of leave during a twelve (12) month period to eligible employees or up to twenty-six (26) weeks of military caregiver leave.

A. Definitions

"Academic term" means the school semester, which typically ends near the end of the calendar year and the end of spring each school year.

"Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older who is "incapable of self-care because of a mental or physical disability" at the time the FMLA leave is to commence.

"Covered active duty" for members of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, duty means during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 C.F.R. § 825.102.

"Covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in outpatient status or on the temporary disability retired list for a serious injury or illness.

"Instructional employees" are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, auxiliary personnel such as counselors, psychologists, or curriculum specialists, cafeteria workers, maintenance workers, or bus drivers.

"Key employee" is a salaried, FMLA-eligible employee who is among the highest paid ten percent (10%) of all the employees employed by the employer within seventy-five (75) miles of the employee's worksite.

"Next of kin of a covered service member" is the nearest blood relative, other than the covered service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first

cousins, unless the covered service member has specifically designated in writing another blood relative as the covered service member's nearest blood relative for purposes of military caregiver leave under the FMLA.

"Parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in-law."

"Qualifying exigency" includes short-notice deployment, military events and activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term or permanent periods of incapacity.

"Serious injury or illness" is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of the service member's office, grade, rank or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

"Spouse" means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.

B. Eligibility

To be eligible for leave under this Procedure, employees must meet the following requirements:

1. Have worked at least twelve (12) months for the District;
2. Have worked at least 1,250 hours for the District during the twelve (12) months immediately preceding the date the leave would commence; and
3. Be employed by at a worksite where fifty (50) or more employees are employed by the District within seventy-five (75) miles of that worksite.

C. Reasons for Leave

To qualify as FMLA leave under this Procedure, the leave must be for one of the following reasons:

1. The birth of a child or placement of a child with the employee for adoption or foster care.
2. To care for a spouse, child or parent who has a serious health condition.
3. For a serious health condition that makes the employee unable to perform the essential functions of the employee's job.
4. For any qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or on call to covered active duty status.
5. To care for a covered service member with a serious injury or illness.

D. Amount of Leave

An eligible employee may take up to twelve (12) weeks of FMLA leave during any twelve (12) month period. The District will measure the twelve (12) month period as a rolling (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the District will compute the amount of FMLA leave the employee has taken in the last twelve (12) months and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to twenty-six (26) weeks for the FMLA military caregiver leave during a single twelve (12)-month period. The single twelve (12) month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established by the District for other FMLA leave reasons.

Eligible spouses who both work for the District may only take a combined total of twelve (12) weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of twenty-six (26) weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

E. Intermittent Leave or a Reduced Work Schedule

Employees may take FMLA leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) workweeks (or twenty-six (26) workweeks to care for an injured or ill service member) in a twelve (12) month period.

The District may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including

recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the District and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one (1) year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the District's operations.

F. Special Rules for Instructional Employees

The District may require instructional employees who request intermittent leave or a reduced leave schedule to take leave of a particular duration or to transfer temporarily to an alternative position as permitted under the FMLA. The District may require an instructional employee who requests leave at the end of an academic term to extend the leave.

G. Employee Notice Requirement

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to their supervisor, the department manager or human resources manager.

1. When the need for the leave is foreseeable, the employee must provide the District with at least thirty (30) calendar days' notice.
2. When an employee becomes aware of a need for FMLA leave fewer than thirty (30) days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day.
3. When the need for FMLA leave is not foreseeable, the employee must comply with the District's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five (5) business days after the employee has provided this notice, the human resources manager will complete and provide the employee with a notice of eligibility and rights and request a medical certification or other supporting documentation as necessary.

H. Designation of FMLA Leave

Within five (5) business days after the employee has submitted the required certification or other documentation, the human resources manager will complete and provide the employee with a written response to the employee's request for FMLA leave.

I. Employee Status and Benefits During Leave

The District will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the District will continue to make payroll deductions to collect the employee's share of insurance premiums.

While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the accounting department by the 15th day of each month. If the payment is more than thirty (30) calendar days late, the employee's health care coverage may be dropped for the duration of the leave. The District will provide at least fifteen (15) calendar days' notification prior to the employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the District may require the employee to reimburse the District for the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the District will continue making payroll deductions while the employee is on paid leave.

If the employee contributes to a life insurance or disability plan and the employee is on unpaid leave, the employee may request continuation of such benefits and pay the employee’s portion of the premiums, or the District may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue required payments, the District will discontinue coverage during the leave. If the District maintains coverage, the District may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

J. Employee Status After Leave

An employee who takes FMLA leave may be asked to provide a fitness for duty clearance from a health care provider. This requirement will be included in the District's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The District may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of the employee's status as a key employee.

K. Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all accrued but unused paid leave prior to being eligible for unpaid leave, subject to applicable law and Board Policy. Sick or general leave may run concurrently with FMLA leave if the reason for the FMLA leave is covered by the District's established sick or general leave policy.

Leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that worker's compensation leave qualifies), will be designated as FMLA leave and will run concurrently with FMLA. The employee will be required to substitute all accrued but unused paid leave prior to being eligible for unpaid leave, subject to applicable law and Board Policy. An employee who is taking leave for the adoption or foster care of a child must use all accrued but unused paid leave prior to being eligible for unpaid leave, subject to applicable law and Board policy.

An employee who is using military FMLA leave for a qualifying exigency must use all accrued but unused paid leave prior to being eligible for unpaid leave, subject to applicable law and Board policy, prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also all accrued but unused paid leave prior to being eligible for unpaid leave prior to being eligible for unpaid leave, subject to applicable law and Board policy.

L. Intent to Return to Work from FMLA Leave

The District may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

M. Retaliation Prohibited

No District employee shall interfere with, restrain, or deny the exercise of any right provided under FMLA. Employees may not discriminate against any individual for exercising any rights protected under FMLA.

© 2024 The Arizona School Risk Retention Trust

© 4-302.B Procedure - Leave - Earned Paid Sick Time

The District grants all employees who are not eligible for sick leave up to forty (40) hours of earned paid sick time ("EPST") per fiscal year. EPST is provided to non-regular employees such as substitute teachers, temporary workers and other employees who are not issued a work agreement.

A. Definition

"Family members" means the employee's spouse or registered domestic partner, children (regardless of age), parents, grandparents, grandchildren and siblings. Family members includes those family relations resulting from adopting, foster care, step-relationships, legal guardianships, domestic partnerships, through marriage or loco parentis status. Family member also includes any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

B. Accrual

EPST is provided to non-regular employees such as substitute teachers, temporary workers and other employees who are not issued a work agreement. EPST will be provided and available for use upon completion of ninety (90) calendar days of employment. EPST is paid at the employee's regular rate of pay. EPST may be used in the smaller of hourly increments or the smallest increment that the District's payroll system uses to account for absences or use of other time. Accrual begins on the date of hire.

Employees accrue EPST of one (1) hour for every thirty (30) hours worked.

A maximum of forty (40) hours of unused EPST will be rolled over into the following year into the employee's paid time off leave bank.

Unused EPST will not be compensated at the time of separation.

Employees who are rehired within nine (9) months of separation will have their prior bank of unused EPST reinstated.

EPST does not count towards the calculation of overtime.

C. Covered Usage

EPST may be used for time off for the following reasons:

1. An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;
2. Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;
3. Closure of the employee's work location by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease; or
4. Absence necessary due to domestic violence, sexual violence, abuse or stalking, provided the leave is to allow the employee to obtain for the employee or the employee's family member:
    a. Medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual violence, abuse or stalking;
    b. Services from a domestic violence or sexual violence program or victim services organization;
    c. Psychological or other counseling;
    d. Relocation or taking steps to secure an existing home due to the domestic violence, sexual violence, abuse or stalking; or
    e. Legal services, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual violence, abuse or stalking.

D. Notice

Employees must provide reasonable advance notice to their supervisors of intent to use EPST. Employees shall provide advance notice by providing notification to their direct supervisor or to the building administrator in the manner required for any absence from work.

If the absence is unforeseeable, employees must contact their supervisor as soon as possible, preferably no later than one (1) hour before an employee's scheduled start time. When possible, the notification should include the expected duration of the absence.

An employee seeking to use or using three (3) or more consecutive workdays of EPST may be required to provide documentation, such as a doctor's note, to verify the need for absence and qualification for EPST. Employees shall not be required to provide any details concerning the health condition or domestic violence incident for the employee or the family member.

E. Record Keeping

The District will maintain records of hours worked, wages paid, and EPST paid for four (4) years.

F. Discrimination and Retaliation Prohibited

The District prohibits any discrimination or retaliation against an employee for lawful exercise of EPST rights. Employees shall not be disciplined for the lawful use of EPST, but once EPST has been exhausted, the District shall follow its typical protocol for any absence without leave.

Any employee has the right to file a complaint with the Industrial Commission of Arizona if EPST as required by statute is denied by the District or the staff member is subjected to retaliation for requesting or taking EPST.

© 2024 The Arizona School Risk Retention Trust

© 4-302.C Procedure - Leave – Sick leave

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

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

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

Illness during Authorized Holiday

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

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

Family Illness; Quarantine

Family Illness:

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

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

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

Quarantine:

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

Substitute

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

Sick Leave Buyback – Certificated Staff

If one (1) year notice is not provided, the District reserves the right to delay the payment until budget capacity is available.

	Hired before 1/1/1984	Hired on or after 1/1/1984 but before 7/1/1998	Hired on or after 7/1/1998 with at least 7 years of service
Retiring Certified, Professional Non-Teaching and Administration	Maximum of $144.74 per day	Maximum of $144.74 per day, up to 150 days, or accrued days at 6/30/1998, whichever is greater	$85 per day at the time of separation, up to 100 days

Separating Without Retiring Certified, Professional Non-Teaching and Administration	Maximum of $144.74 per day	$110 per day up to 150 days, or accrued days at 6/30/1998, whichever is greater	$42.50perday, up to 100 days

Sick Leave Buyback – Support Staff

If one (1) year notice is not provided, the District reserves the right to delay the payment until budget capacity is available.

	Hired before 1/1/1984	Hired on or after 1/1/1984 but before 7/1/1998	Hired on or after 7/1/1998 with at least 7 years of service
Retiring Classified	Daily rate of pay, not to exceed $144.74 per day	Daily rate of pay, not to exceed $144.74 per day, up to 150 days	$85 per day at the time of separation, up to 100 days
Separating Without Retiring Classified	Daily rate of pay, not to exceed $144.74 per day	$55 per day, or daily rate of pay, whichever is lower, up to150 days, or accrued days at 6/30/1998, whichever is greater	$42.50 per day, up to 100 days

There is no sick leave payout for employees with less than seven (7) years of service at time of separation.

For questions regarding sick leave payout, please contact a Payroll Specialist.

4-302.D Procedure - Leave – Personal Leave

The following procedure will apply when requesting and utilizing personal leave days:

A. The employee must request this leave in writing for approval by the principal or immediate supervisor. A written response to a personal leave request will be issued as soon as possible.
B. If multiple requests are received simultaneously, any remaining site allocations for personal leave will be determined by lottery. An administrator and a neutral certificated staff member must be present at the lottery drawing.
C. A written record of this leave will be confidentially maintained at each school/department for verification of exact leave days taken for forty-five (45) days, after which, the record will be destroyed.
D. The written record shall specify the day(s) of absence so that arrangements may be made for an appropriate substitute, and written notification denoting the absent employee, date(s), and name of substitute shall be delivered to the human resources division.

Deductions upon Exhaustion of Personal Leave

A nonexempt (hourly) staff employee will not be paid for hours that such employee is absent from work on personal business, once such employee has exhausted the employee's total allotted paid personal leave.

When an exempt (salaried) staff employee has exhausted the employee's total allotted paid personal leave, the District may deduct pay from such employee's salary for the time of the employee's absence in excess of the employee's allotted paid personal leave.

4-302.E Procedure - Leave – Sabbatical Leave

Sabbatical leave may be granted only for the purpose of permitting continuation of the professional education of an administrator or certificated teacher, which is hereby defined as including (a) study and (b) travel and observation, and/or experience.

Sabbatical Leave of Absence for Purpose of Study

An employee applying for sabbatical leave of absence for the purpose of study must comply with the following:

A. Along with the written application for sabbatical leave, an outline of the proposed course work must be submitted. The employee must enroll as a full-time student working toward an advanced degree or certificate. Said application and outline must be submitted to the associate to the director of human resources for review by the committee members.
B. At the beginning of each semester the employee must submit evidence of registration in an approved college or university. (This evidence may be submitted in the form of a letter from the registrar or the registration card from the school.) Proof of registration must be submitted to the Governing Board through the office of the Superintendent or the Superintendent's designee. Any change of study program must be submitted to the Superintendent or the Superintendent's designee at the time said change occurs.
C. At the conclusion of each semester, the employee granted sabbatical leave shall produce evidence of the work completed during the semester through the office of the Superintendent or the Superintendent's designee.
D. At the conclusion of the leave of absence, a written report shall be submitted to the Governing Board through the office of the Superintendent or the Superintendent's designee. This report should be an overview of the program of study and detail how the benefits derived can be applied to school programs or to the benefit of students.

Sabbatical Leave for Purpose of Travel and Observation and/or Experience

An employee applying for sabbatical leave of absence for the purpose of travel and observation and/or experience shall comply with the following:

A. Upon application for sabbatical leave of absence for the purpose of travel, the employee shall submit an itinerary of the proposed trip outlining the area(s) and/or program(s) that will constitute the main purpose of the travel during the period covered by the leave of absence. Said itinerary and outline must be submitted to the director of human resources for review by the committee members.
B. Each month during the leave of absence the employee shall submit to the Board, through the office of the Superintendent or the Superintendent's designee, a letter

detailing the progress of the employee's travel up to that period of time, along with accompanying verification of attendance and/or participation in program(s) by a school principal, professor, program director, etc. Any change in itinerary must be submitted at that time.

C. The employee shall visit and observe an average of one (1) school a month during the sabbatical leave and shall observe in said school a minimum of two (2) different programs and/or classrooms using innovative techniques, if applicable, for a period of not less than two (2) four (4)-hour days of attendance in each program and/or classroom.
D. The employee shall visit places of educational interest such as museums and historical sites; observe various cultural forms of art, music, dance, etc.; seek out programs that have achieved national or world recognition in education; and gather materials and take notes and pictures from which a course outline will be prepared for consideration by the District for future instructional programs and from which an in-service training program may be presented to other staff members.
E. At the conclusion of the leave of absence, the employee shall submit a written report to the Board through the office of the Superintendent or the Superintendent's designee. This report will consist of an overview of the travel program, detailing the benefits derived therefrom and how they can be applied to benefit fellow staff members, school programs, and the students.

4-302.F Procedure - Leave – Vacation Leave

Employees shall earn vacation leave as per Policy 4-302.

All vacation leaves are to be approved in advance, with notification to be submitted to the human resources office. Vacation leave may be used in increments of not less than one-half (1/2) day.

At an employee's option, accrued, paid vacation leave may be substituted, without the restrictions on the use thereof set forth in this policy, for all or a portion of otherwise unpaid family and medical leave taken by an eligible employee in accordance with the Family and Medical Leave Act. If an employee elects to substitute accrued, paid vacation leave for unpaid family and medical leave, the employee need only comply with the notice requirements set forth in this policy, and not with the more stringent notice and certification requirements set forth in the Family and Medical Leave Act, unless the employee's paid leave period is followed by a period of unpaid family and medical leave.

Vacation Leave during Summer Work Schedule

During a Superintendent-approved summer work schedule, when eligible certificated staff members are working ten (10) hours per day, four (4) days per week, vacation may be used in increments of not less than one-quarter (1/4) day.

Accumulation of Unused Vacation

Up to forty (40) unused vacation days may be accumulated and carried forward from one (1) vacation year to the next. The amount of vacation time carried forward, plus that earned during the current year, will constitute the total number of days of vacation accrued by the employee at any given time.

Transfer of Unused Vacation

If the employee is unable to use earned vacation time and stands to lose vacation as a result of work commitments, with the approval of the Superintendent or the Superintendent's designee the accrued vacation days in excess of that allowed by policy will be transferred to accumulated sick leave days.

The transfer of excess vacation to sick leave accrual for the Superintendent shall require the approval of the Governing Board.

Holiday Leave

Administrative and certificated and other teaching employees, other than substitute staff members, are eligible for paid holiday leave.

Employees earning twenty (20) days of vacation annually will observe the holiday schedules of the open facilities.

For Support Staff

Vacation Leave

Fiscal-year eligibility:

A. Career and short-term staff members employed twenty (20) hours per week or more on a fiscal year basis are eligible to earn, and use, paid vacation leave.
B. Career and short-term staff members employed for less than twenty (20) hours per week, and temporary employees, are not eligible for paid vacation time.

Computation of vacation:

A. Computation of earned paid vacation working days is based upon a full- time eight (8)-hour day. An eligible employee working on any other schedule will be credited a number of paid vacation days that does not exceed the maximum allowed hours of paid vacation each year as set forth in Policy GDD.
B. Eligible employees scheduled to work less than full time earn vacation time each year at the ratio that the number of hours scheduled bears to full-time employment.

Eligibility adjustment:

Eligible employees shall not earn paid vacation:

1. Within a period of extended military leave.
2. Within a period of leave of absence without pay.

Automatic accrual:

A. One (1) day of vacation leave will be "earned" by the fifteenth (15th) day of each month up to the limit of the accrual allowed eligible employees. To earn one (1) day of vacation leave, an employee must work or be on paid leave for at least seventy-five percent (75%) of the regularly scheduled working days in the calendar month.
B. To ensure that the computer method used does not constitute a gift of public funds at any time, the payroll department will be responsible for making upward and downward adjustments as needed depending upon the employment anniversary date of the individual employee.

Academic year:

A. Employees regularly employed on an academic-year basis shall not come under the provisions of this regulation by virtue of working during the summer session or on a wage basis for special-projects work.
B. Adjustments in service dates will be made by the human resources division upon eligibility requirements.

Scheduling and approval of leave:

Supervisors are responsible for scheduling and approving the leave of their staff members prior to actual absences. The signature of the supervisor on time reports of staff members constitutes approval of vacation leave.

Leave during holidays:

Vacation will not be charged when official District holidays occur during a period of authorized absence and the absence was scheduled prior to the holiday.

Holiday pay:

Holiday pay is the payment an employee would have received had the day not been a holiday.

Minimum allowance:

Partial days of vacation will not be authorized in less than four (4)-hour increments, unless the employee is working the summer work schedule (four [4] days per week and ten [10] hours per day). In this case, employees may use vacation leave in increments of no less than one-half (1/2) hour.

Recording of leave:

All absences of staff members are to be recorded on official time records.

Reimbursement for leave upon termination:

If an employee entitled to vacation benefits resigns, retires, is discharged, or dies, the employee or the employee's designated beneficiary as recorded on the State Retirement enrollment shall be paid for accumulated vacation time. Separation vacation payment shall be calculated at the employee's current compensation rate. In no event will such terminal vacation pay be allowed for more vacation time than the remaining amount earned for one (1) year of service at the current rate of accrual plus amounts accrued from previous years in accordance with Policy 4-302. Terminal vacation pay is not to include pay or credit for holidays occurring during the terminal vacation pay dates.

Holiday Leave

Nonexempt full-time career and short-term staff members who are required to work on a holiday are entitled to receive holiday pay in addition to their regular straight time rate of pay for all hours worked within their standard shifts.

Exempt full-time career and short-term staff members will receive holiday pay prorated on the basis of their average daily schedules, i.e., average number of hours each week.

An employee receiving shift premium pay (shift differential) will receive the premium rate provided the employee is scheduled to return to the same shift upon return from the holiday.

Overtime earned during holiday periods:

Holidays taken will be considered as straight-time hours worked for the purpose of calculating total hours for a week in which a holiday occurs.

Holiday pay for employees on nonpay status:

A. Staff members on nonpay status for any reason or those who are receiving terminal vacation pay are not entitled to receive pay or credit for holidays.
B. If a recognized holiday falls on a Saturday or Sunday, the first normal working day on which school is not in session preceding or following that Saturday or Sunday as determined by the District administration shall be designated a holiday.

© 4-302.G Procedure - Leave - Military Leave

An employee who is a member of the Military Reserve or National Guard shall be entitled to leave of absence without loss of pay, time, or efficiency rating when engaged in field training.

Any member of a federal or state uniformed service branch may request a military leave of absence for the duration of the service up to a period of five (5) years.

When an employee receives notice of a need to report for military duty, the employee must notify the employee's supervisor and provide any orders issued.

Under the Uniformed Services Employment Reemployment Rights Act (USERRA), any individual who leaves a District position to enter active duty in the Armed Forces, voluntarily or involuntarily, is entitled to return to the employee's job after discharge or release from active duty if the employee meets the following eligibility criteria:

1. The employee holds an other than "temporary" job with the District. However, the job need not be classified as regular or benefits eligible.
2. The employee leaves the District job for the purpose of going on active duty and gave the District notice of military duty.
3. The employee does not remain on active duty longer than five (5) years, with certain exceptions as outlined by USERRA.
4. The employee is discharged or released from active duty under honorable conditions.
5. The employee applies for reemployment with the District according to the following schedule:
    a. If the duration of service is less than thirty-one (31) days: Within the first full regularly scheduled work period on the first full working day following completion of the period of military service that starts at least eight hours after the person has been safely transported from the place of military service to the individual's residence;
    b. If the duration of the service is more than thirty (30) calendar days but less than one-hundred and eighty-one (181) calendar days: Within fourteen (14) calendar days after the completion of the period of the military service; or
    c. If the duration of the service is more than one hundred and eighty (180) days: Within ninety (90) calendar days after the unconditional release from military service.

The District will return the employee to work in a status as required under federal law. Employees shall be entitled to return to their existing position if their service is less than ninety-one (91) calendar days. If the period of service exceeds ninety (90) calendar days, the District shall return the employee to the same or like position without loss of benefits or rate of pay.

If a disability has incurred in, or was aggravated during, military service, the District will make reasonable efforts to accommodate the disability under the provisions of USERRA and the Americans with Disabilities Act.

An employee who is called up to active military duty may be eligible to receive up to sixty (60) months of service credit through the Arizona State Retirement System for the period of military call-up. (A.R.S. § 38-745.) The employer must pay both the employee and employer contributions if the employee returns to employment within a required timeframe after an honorable discharge or is hospitalized, becomes disabled, or dies while in service. The District is required to submit contributions based on the compensation the employee would have earned, along with any raises the employee would have received, during the period of the call-up had the employee not been called to active duty.

© 2024 The Arizona School Risk Retention Trust

4-302.H Procedure - Leave - Bereavement Leave

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

Employees qualify for up to five (5) days, consecutive or non-consecutive, of paid bereavement leave per fiscal year following the death of an immediate family member (defined in Policy 4-302) to grieve, make funeral arrangements, attend the funeral and burial, pay respects to the family at a wake or visitation, and probate the estate or execute the will. An employee who wishes to take bereavement leave should notify their supervisor as soon as possible.

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

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

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

4-400 Workplace Protections

© 4-401 Discrimination Complaints

Employees may file complaints alleging workplace discrimination or harassment based upon a protected class category pursuant to the following Governing Board policies:

Policy 1-202: Equal Employment Opportunity and Non-Discrimination

Policy 1-203: Equal Opportunity - Prohibited Sex Discrimination (Title IX)

Adopted:

© 2024 The Arizona School Risk Retention Trust

4-402 Employee Grievances

Philosophy

Good morale is maintained by sincere efforts of all concerned persons to work toward constructive solutions in an atmosphere of courtesy, cooperation, and mutual respect. It is important that grievances be settled as efficiently and justly as possible and, therefore, that every effort be made to deal with grievances as expeditiously as possible.

Purpose

The purpose of this procedure is to secure, at the lowest level, equitable solutions to problems that may arise affecting certificated employees. All parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the following procedures.

Adopted:

Legal Authority:

A.R.S. § 38-532

4-402.A Procedure - Employee Grievances – Certificated Employees Formal Grievance Procedure

Section I – Definitions

Grievance:

A. A claim by an aggrieved party that there has been a violation, misinterpretation, or misapplication of the terms and conditions of one or more Governing Board policies and procedures. The grievance procedure shall not apply to any matter upon which the Governing Board is without authority to act. No discretionary decision of the Board shall be made the subject of a grievance.
B. A grievance may be initiated by the Association only:

    1. When the grievance applies to more than one (1) building; or
    2. When a group of certificated employees with a common claim have requested action.

Aggrieved party. A certificated employee or group of certificated employees asserting a grievance.

Immediate supervisor:

A. In any school, the building principal, or principal designee/acting principal in the principal's absence.
B. In any department, the program administrator or designee/acting administrator in the administrator's absence.
C. If the certificated employee serves more than one (1) school, the immediate supervisor shall be the supervisor with whom the grievance has been filed.
D. If the certificated employee is not assigned to an individual school, the immediate supervisor shall be the administrator by whom the certificated employee is evaluated.

Superintendent. The Superintendent of Amphitheater Unified School District or the Superintendent's designee.

Board. The Governing Board of the Amphitheater Unified School District.

Association. The Amphitheater Education Association.

Representative. A person who serves as an observer or as an individual to present the viewpoints of a party to ask questions of any party involved in the grievance.

Time limits. The number of days indicated at each step shall be considered a maximum, and every effort will be made to expedite the process. The term days when used in this

regulation, unless otherwise indicated, shall mean working school days. The time limits, however, may be extended by mutual agreement.

Good Cause. Good cause shall include, but not be limited to personal illness requiring absence from work; bereavement leave; leave scheduled prior to the onset of timelines for each specific level; personal emergency requiring absence or early departure from work; civil disturbance.

FMCS. Federal Mediation and Conciliation Service.

Section II - General Provisions

The aggrieved party must indicate, at each level of the procedure, who will accompany or represent the aggrieved party. The aggrieved party has the right to pursue a grievance as an individual with no participation by the Association. This party may pursue all levels individually, with all rights and responsibilities accorded.

No grievance shall be recognized by the Board or the Association unless it has been initiated at the lowest level within thirty (30) school days after the occurrence of the act or condition upon which the grievance is based.

Upon request by the aggrieved party, the Association may be present at all hearings and may have access to documentation on grievance proceedings.

Upon request by the person against whom the grievance is filed, District representation may be present at all hearings and may have access to documentation on grievance proceedings.

If the Association brings a class-action grievance, the grievance may be initiated at Level Two.

Promotions, salaries, performance evaluations, and discrimination cases are not subject to grievance.

If a grievance is filed on or after May 1, the parties agree to make a good-faith effort to reduce the time limits so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

If a grievance is filed so that sufficient time cannot be provided before the last day of the school term and it should be necessary to pursue the grievance to higher levels of appeal, then said grievance shall be resolved the following September, unless the parties mutually agree to proceed without delay.

Upon selection and certification by the Association, the Board shall recognize one (1) or more grievance representatives in each building and an Association grievance committee.

Technical rules of evidence shall not apply at any stage of these grievance proceedings.

Reprisals shall not be taken against any participant in the grievance procedure by reason of such participation.

Except upon extension of time limits for good cause or by mutual agreement of the parties, the failure at any level in this procedure to communicate a decision in writing, as required, within the specified time limit shall be deemed a denial of the grievance and shall permit the aggrieved party to proceed to the next level in the grievance procedure. The failure at any level in this procedure to appeal a grievance to the next level within the specified time limit shall be deemed to be an acceptance of the decision rendered at that level, and the aggrieved party shall forfeit any further right to appeal.

Grievance forms are provided and their use is required, to assure uniformity among grievances and to avoid confusion.

Section III - Grievance Procedure

Informal procedure. If an individual certificated employee, or group of certificated employees, believes that there are grounds for a grievance, the individual, group, or the Association grievance representative shall submit written notification to the appropriate supervisor that clearly states that a grievance at the informal level has been initiated. Involved parties must meet and make an effort to resolve the problem within five (5) working days. The immediate supervisor need not be present unless requested by the parties involved.

Formal procedure:

A. Level One. Immediate supervisor:

    1. If the aggrieved party is not satisfied with the outcome of the informal procedure and wishes to continue processing the grievance, the aggrieved party shall present the grievance formally in writing to the immediate supervisor within five (5) days.
    2. The immediate supervisor shall, within five (5) days after receipt of the grievance, render a written decision to the aggrieved party.

Level Two. Superintendent:

A. If the aggrieved party is not satisfied with the decision made at Level One, the aggrieved party and/or the Association grievance representative, with the consent of the aggrieved party, may, within seven (7) days following the decision, file the grievance with the Superintendent. The Superintendent shall, within ten (10) days of receipt of the written grievance, meet with the aggrieved party and other appropriate persons for the purpose of resolving the grievance.

B. The Superintendent shall, within seven (7) days after this meeting, render a decision in writing to all parties in interest.

Level Three. Impartial advisory mediation:

A. If the aggrieved party is not satisfied with the disposition of the grievance at Level Two, the aggrieved party may, within five (5) days after receipt of the decision rendered, submit a written request to the Superintendent that the grievance be submitted to the FMCS for mediation. If the aggrieved party has requested the participation of the Association in the grievance procedure, the request for mediation must be approved by the Association.
B. Within five (5) days after the Superintendent's receipt of the notice requesting mediation, the aggrieved party and/or the Association and the Superintendent shall jointly file a request for mediation with the FMCS.
C. The mediator shall have the authority to hold hearings and make procedural rules as deemed proper. All parties will be governed by FMCS rules.
D. The mediator's recommendation shall be submitted in writing to the aggrieved party and/or the Association, the Board, and the Superintendent within ten (10) days of the final hearing.
E. All costs for mediation shall be shared equally by the Board and the aggrieved party.

Level Four. Governing Board:

A. If the aggrieved party and/or the Association decides to waive participation by a mediator, the grievance may be moved directly to Level Four by submitting a written request to the Superintendent, within five (5) days after receipt of the decision rendered at Level Two, to have the grievance placed on the Board agenda.
B. If the Level Two grievance is unresolved in mediation, the aggrieved party and/or the Association may, within five (5) days after receipt of the mediator's recommendation, submit written notification to the Superintendent requesting review of the grievance by the Board.
C. The Board shall take official action within twenty-one (21) days after receipt of the mediator's recommendation, or within twenty-one (21) days of receiving the aggrieved party's and/or Association's request to move directly from Level Two to Level Four.
D. The Board shall, in compliance with the open-meeting laws, schedule a meeting for the purpose of resolving the grievance. The meeting shall be informal and expeditious, in the manner directed by the Board. The Board shall decide the nature and extent of the proceedings and whether testimony or other new evidence will be accepted.
E. The Board decision shall be rendered in writing to all parties of interest.
F. The decision of the Board shall be final.

Withdrawal of a grievance. A grievance may be withdrawn at any level without prejudice and without further record thereof, upon agreement of all concerned parties. A grievance that has been withdrawn may not be reopened without the consent of all concerned parties and the Superintendent.

4-402.B Procedure - Employee Grievances – Support Staff Formal Grievance Procedure

Definition

A grievance shall mean a claim by an aggrieved support staff employee who has successfully completed a four (4) month probationary period that the employee has been treated inequitably by reason of any act or condition that is contrary to established Governing Board policy. A grievance must be filed no later than thirty (30) working days after the incident.

Exceptions:

A. Merit increases, rates of pay, promotions, performance ratings, oral or written reprimands, and letters of counseling are not subject to grievance under this policy, since they are determined by supervisors on the basis of performance.
B. Discrimination claims based on gender, sexual orientation, race, color, creed, religion/religious beliefs, age, disability, political beliefs/affiliations, marital status, citizenship status, national origin, home language, family, social or cultural background are not affected by the probation period and may be filed at any time by any staff member.

As a matter of District policy, every effort will be made to resolve a grievance through informal discussions within departments. The supervisor or appropriate associate superintendent or associate to the Superintendent are responsible for objectively considering a grievance and for responding to the aggrieved staff member on a timely basis. By the same token, the staff member is responsible for giving the department head and supervisor the opportunity to resolve a grievance on an informal basis before carrying it beyond the department level.

When a grievance cannot be settled informally, a staff member is entitled to further consideration of the grievance as set forth in the regulations.

Mediation

The appropriate associate superintendent or associate to the Superintendent will assist in resolving a grievance by serving as an impartial mediator. Mediation may be requested at the commencement of Step Two and any time thereafter by either party and will serve to suspend time limits prescribed in the regulation. A requested variance in the specific time limits must be submitted to the appropriate associate superintendent or associate to the Superintendent for action prior to the expiration of the stated time limit, if possible.

Time Extensions

The time limits specified in the grievance regulation may be extended by agreement of all interested parties. If an investigation causes delay, the aggrieved will be advised in writing. However, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.

Academic-year employees. If a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of school, then said grievance shall be resolved in the new school term in September next, unless the parties mutually agree to proceed without delay.

Group Grievances

When employees have a common grievance, any such group of aggrieved persons, upon their request, may initiate a group grievance. Individuals filing a group grievance shall follow the procedures outlined in the grievance regulation, commencing with the Step One, Part 1 (informal).

Flow Chart and Timelines

Employees filing grievances should refer immediately to the Staff Grievance Procedure Flow Chart, and Staff Grievance Procedure Timelines for an overview of the steps that must be taken and the time lines allowed.

Representation

At any time during the grievance procedure, the aggrieved may choose to be accompanied by a representative.

Rules of Evidence

Technical rules of evidence do not apply at any proceedings or hearings that take place pursuant to any of the policies or regulations of the District. (The waiving of technical rules of evidence allow all parties involved more freedom of action and, thus, the parties are not limited by restraints found in legal proceedings or hearings. This grievance procedure, therefore, is a quasi-legal procedure rather than a legal procedure such as that which would be found in a court of law.)

Withdrawal of Grievance

A grievance may be withdrawn at any level, and such withdrawal will not have any adverse effect upon the aggrieved. Further, all record of the grievance will be destroyed. A grievance that has been withdrawn shall not be reopened.

Step One - The Immediate Supervisor

Part 1 - Informal:

A. A staff member who has a perceived grievance shall first discuss it with the immediate supervisor in an effort to resolve the problem informally. The informal grievance shall not be in writing, and neither party shall be represented.
B. The immediate supervisor shall consider the facts and shall grant, deny, or negotiate a modification of the request within two (2) working days. If the requested relief is not within the immediate supervisor's authority, the supervisor shall inform the aggrieved and deny the grievance on that ground.

Part 2 - Formal:

A. An aggrieved who does not receive satisfaction from the respondent at the informal first level of the grievance and wishes to proceed with the grievance must file a written grievance within five (5) working days of receipt of the informal decision. The aggrieved shall use Grievance Form A.
B. The written grievance shall set out, specifically, the staff member's concern and/or dissatisfaction and the desired action/adjustment requested.

    1. The immediate supervisor shall consider the facts and shall grant, deny, or negotiate a resolution of the request within five (5) working days of receipt of the written grievance. The immediate supervisor shall use Grievance Form B, in responding to the aggrieved. If the requested action is not within the immediate supervisor's authority, the supervisor shall inform the aggrieved, on Form B, and deny the grievance on that ground.
    2. Upon receipt of Form B, the aggrieved shall indicate on said form a response to the decision and return it, within five (5) working days, to the immediate supervisor.
    3. If the requested relief is not granted, or if the supervisor does not have the authority to grant the adjustment, the aggrieved has the right to carry the grievance to the second step.

For purposes of interpreting this regulation, the first formal step will apply only when a staff member reports to a supervisor who is not a department head, since the "immediate supervisor" may be the department head or another person who shares the responsibility for assigning work and evaluating performance of the staff member. If the immediate supervisor is also the department head, the grievance procedure will begin with Step Two.

Step Two - Department Head

If the aggrieved staff member begins formal grievance proceedings at this level as set forth above, or if the staff member is not satisfied with the result obtained at the first

formal step and wishes to continue grievance proceedings, the aggrieved shall present a grievance, in writing, to the department head within five (5) working days of receipt of the response from the immediate supervisor, or of the date the verbal response to the informal grievance is received. The aggrieved shall use Grievance Form C; however, the aggrieved may submit a copy of the written grievance previously presented to the immediate supervisor if said written grievance meets the requirements of Form C.

A. The department head shall consider the grievance and, if the desired adjustment is within the department head's authority shall respond to the grievance, in writing, using Grievance Form D, within five (5) working days. The department head may grant, deny, propose a compromise, and/or negotiate a resolution to the grievance.
B. Upon receipt of Form D, the aggrieved shall indicate on said form a response to the decision and return the form, within five (5) working days, to the department head.
C. If the desired adjustment is denied or is not within the authority of the department head to consider, the aggrieved has the right to proceed to Step Three.

Step Three - Principal, Director, Associate Superintendent, or Associate to the Superintendent

An aggrieved who wishes to continue the grievance procedures must present said grievance to the principal, director, associate superintendent, or associate to the Superintendent within five (5) working days of receipt of Form D, the Step Two decision.

A Step Three grievance must be submitted in writing, on Grievance Form E, and must state the specific complaint, facts in support of the aggrieved's position, and the specific corrective action desired.

The aggrieved may submit a copy of the written grievance previously presented to the department head if said written grievance meets the requirements of Form E.

A. The responsible administrator shall consider the grievance and may conduct informal hearings and/or develop additional facts in any manner deemed necessary.
B. The responsible administrator will reply in writing using Form E, to the aggrieved within ten (10) working days. If investigations or other circumstances cause delays to this schedule, the aggrieved will be so advised in writing.
C. Upon receipt of Form E, the aggrieved shall indicate on said form a response to the decision and return it, within five (5) working days, to the responsible administrator.
D. If the responsible administrator denies the corrective action desired, or does not have authority to take such action, the aggrieved has the right to carry the grievance to the fourth and final step of the grievance procedure.

Step Four - The Hearing

If the grievance is felt by the staff member to merit consideration at the final step, a hearing by the staff grievance committee may be requested. Requests for a hearing must be submitted in writing on Grievance Form F, to the appropriate associate superintendent or associate to the Superintendent within five (5) working days of the aggrieved's receipt of a reply from the principal, director, associate superintendent, or associate to the Superintendent.

A. Requests must indicate that the grievance procedure has been followed through the third step and must state the specific complaint and facts in support of the corrective action desired. (Note: A copy of the request for third step consideration may be submitted to avoid undue repetition.)
B. A list of names and addresses of witnesses for the concerned party must be submitted with the request for hearing form.

Selection of the staff grievance committee:

A. Each grievance committee shall consist of five (5) persons. Prior to the selection of this committee, names of witnesses for all parties concerned must be submitted to the human resources division. The human resources division will then assemble a drawing box containing the names of all support staff personnel not on probation. The aggrieved will draw five (5) names from this drawing box. Should a name be drawn that appears on the witness list, another name shall automatically be drawn. This drawing will be held at the human resources division and be witnessed by the associate to the Superintendent or designee.
B. Upon selection of five (5) names by the aggrieved, the appropriate administrator will notify those chosen to serve on the staff grievance committee and arrange an organizational meeting. At the meeting, the committee members shall select a chairperson, and a hearing date at the earliest opportunity agreeable to all concerned parties. Every effort will be made to establish the date within ten (10) working days following receipt of the request by the appropriate administrator.

Conduct of hearings:

A. An employee may appear or designate a representative, not necessarily an attorney, before any Board hearing or any quasi-judicial hearing dealing with personnel matters, providing that no fee may be charged for any services rendered in connection with such hearing by any such designated representative not an attorney admitted to practice.
B. In the interest of fairness, neither side shall have professional representation without providing advance notice to all other parties of intent to use professional representation. The aggrieved will provide the appropriate

administrator with the names, addresses, and professional qualifications of representatives at the time of the request for a formal hearing.

C. The names and qualifications of persons representing any party other than the aggrieved will be provided to the appropriate administrator by said party upon receipt of notification that the grievance will be heard by the staff grievance committee.
D. The appropriate administrator or designee will notify concerned parties of the hearing date and inform them of the names and qualifications of all representatives and witnesses.
E. A qualified administrator shall serve as an impartial technical advisor and is responsible for informing all parties of hearing policies and procedures.
F. The administrator shall advise the aggrieved of the right to be represented by any willing person of the aggrieved's choice and will further inform the aggrieved that the District is not liable for any costs or expenses incurred for such representation. The administrator will advise concerned parties of the right to present and question witnesses who have direct knowledge of pertinent facts.
G. During the hearing, the qualified administrator will serve as an advisor to the chairperson of the staff grievance committee.

Committee responsibilities:

A. The committee shall be responsible for evaluating the facts surrounding the grievance in order to make a fair recommendation.

1. They shall pose questions in order to establish the facts.
2. They have the right to question anyone involved from either side.
3. As necessary, they may require demonstrations, documents, or other evidence.
4. At the conclusion of the hearing, the committee shall meet to formulate and finalize their recommendations. The final recommendation will be the result of a vote by the committee members.

B. The committee's decision and/or recommendation shall be submitted to the Superintendent on Grievance Form G, and shall include, but is not limited to, the following:

1. A brief summary of the case, as presented in the hearings, facts developed by the committee, pertinent documents, etc.
2. The committee's recommendation to the Superintendent as to the appropriate disposition of the grievance, e.g., that the requested corrective action be granted, modified, or denied.

C. The committee may make additional recommendations within the scope of the requested corrective action that it believes to be in the interest of sound District-staff relations.

D. The form shall be signed by each member of the committee.

Committee chairperson's responsibilities/obligations:

It will be the chairperson's responsibility to conduct the hearing in a manner to ensure that each side has the opportunity to present its position to the committee. The chairperson is also responsible for submitting the committee's recommendation to the Superintendent, who renders the final decision. The chairperson of the committee shall:

1. Conduct the hearing, as the chief hearing official, in an orderly and dignified manner.
2. Poll the votes of the committee, formalize the committee's recommendations, obtain the signatures of all committee members, and submit the majority opinion as a recommendation to the Superintendent. In the interest of objectivity, written minority opinions are encouraged.

Superintendent:

The Superintendent will render the final decision in writing to all interested parties, utilizing Grievance Form G. Other concerned parties are advised by means of a copy to each.

1. The Superintendent may endorse, modify, or reject the recommendation of the staff grievance committee. The Superintendent may also direct further investigation or conduct a further hearing of the facts before rendering a decision.
2. The Superintendent's written decision also serves as a directive for any action necessary for compliance with the decision.
3. The decision of the Superintendent is final and concludes the staff grievance procedure.

Flow Chart

How Grievances are Presented:

Informal Discussion	In Writing	At a Hearing
Informal	Step One	X
Formal	Step One	X
	Step Two	X
	Step Three	X

Timelines

Aggrieved shall have thirty (30) working days after a grievable occurrence in which to file a grievance.

Step One, Part 1 - Informal:

Respondent must respond, verbally, within two (2) working days (no form).

[All action in the following steps of the grievance procedure will be in writing]

Step One, Part 2 - Formal:

A. Aggrieved must file, using Form A, within five (5) working days of receipt of verbal response to informal grievance.
B. Respondent must respond to aggrieved, using Form B, within five (5) working days.
C. Aggrieved must respond to decision, again, using Form B, within five (5) working days.

Step Two:

A. Aggrieved must file, using Form C, within five (5) working days of receipt of Form B.
B. Respondent must respond to aggrieved, using Form D, within five (5) working days.
C. Aggrieved must respond to decision, using Form D, within five (5) working days.

Step Three:

A. Aggrieved must file, using Form E, within five (5) working days of receipt of Form D.

B. Respondent must respond to aggrieved, using Form E, within ten (10) working days.
C. Aggrieved must respond to decision within five (5) working days of receipt of Form E.

Step Four:

A. Aggrieved must file request for hearing, using Form F, within five (5) working days of receipt of Form E.
B. The hearing will be established at the first opportunity. Every effort will be made to establish the hearing date within ten (10) working days following the aggrieved's request for a hearing.

© 4-403 Whistleblower Protection

Supervisory personnel are prohibited from taking adverse personnel action against an employee as a result of an employee's good faith disclosure of alleged wrongful conduct to a public body on a matter of public concern, as set forth below.

Prohibition

No adverse personnel action may be taken against an employee in knowing retaliation for any lawful written disclosure of information on a matter of public concern to a public body, if the employee discloses, and in good faith believes, that any of the following occurred: (1) a violation of any law; (2) mismanagement; (3) gross waste of public funds; or (4) an abuse of authority.

No employee with authority to make or materially influence significant personnel decisions shall take or recommend an adverse personnel action against an employee in knowing retaliation for disclosing alleged wrongful conduct to a public body. Any employee found to have so violated this Policy may be disciplined, up to and including termination.

Making A Disclosure

An employee who becomes aware of alleged wrongful conduct by the District or any of its agents is encouraged to make a disclosure to the Governing Board as soon as possible, but in any case must make the disclosure no later than three hundred sixty-five (365) days after becoming aware of the alleged wrongful conduct.

To allow the District an opportunity to investigate alleged wrongful conduct and to take necessary internal corrective action, employees are encouraged to report in writing a disclosure of alleged wrongful conduct to the Superintendent. If the allegations concern the Superintendent, the complainant may file with the Board President.

Investigation and Determination

The Superintendent may conduct an investigation into the allegations contained in the disclosure and may take necessary corrective action, as warranted.

In some instances, the District may determine that the employee's allegations contained in the disclosure do not meet the definition of disclosure under this Policy and that no investigation is warranted. In such cases, a District administrator shall so inform the employee in writing.

False Allegations of Wrongful Conduct

An employee who knowingly makes false allegations of alleged wrongful conduct to a public body shall be subject to discipline, up to and including termination of employment.

Legitimate Employment Action

This Policy may not be used as a defense by an employee against whom an adverse personnel action has been taken for legitimate reasons or cause under District rules and policies. It shall not be a violation of this Policy to take adverse personnel action against an employee: (1) who discloses information in a manner prohibited by law, including disclosing confidential materials or information; or (2) whose conduct or performance warrants that action separate and apart from that employee making a protected disclosure.

Whistleblower Complaint

No later than ten (10) work days after an individual is notified or becomes aware of an adverse personnel action, they may protest the action by filing a written whistleblower complaint with the Superintendent (or Board President, if allegations concern the Superintendent) if the individual believes the action was based on the individual's prior disclosure of alleged wrongful conduct. The Superintendent shall expeditiously review the complaint to determine: (1) whether the complainant made a disclosure; (2) whether the complainant suffered an adverse personnel action after the disclosure; and (3) whether the adverse action was the result of knowing retaliation for the employee's disclosure.

A discloser must suffer an adverse personnel action as a result of making a disclosure to file a whistleblower complaint.

No later than forty-five (45) work days after receipt of the written whistleblower complaint, the Superintendent/Board President shall notify the complainant in writing of the results of the review and whether the adverse personnel action is affirmed, reversed, or modified.

A complainant who is dissatisfied with the decision on the whistleblower complaint may file a request for a whistleblower hearing no later than ten (10) work days after receipt of the written decision on the whistleblower complaint.

Timelines discussed in this may be extended by the Superintendent/Board President for cause presented if permitted by law.

Adopted:

Legal Authority:

A.R.S. §12-901 *et seq.*

A.R.S. § 38-532

A.R.S. § 38-533

A.R.S. § 41-783

© 2024 The Arizona School Risk Retention Trust

© 4-403.A Procedure - Whistleblower Protection - Procedures for Hearing

A. Definitions

"Abuse of authority" means an action or decision which is outside the scope of the alleged violator's position, scope of duties, or level of authority as authorized by the Superintendent.

"Adverse personnel action" means an employment-related act or decision or a failure to take appropriate action by a supervisor or higher level authority which affects an employee negatively. The following are adverse personnel actions:

1. Termination of employment or non-renewal of employment.
2. Demotion.
3. Suspension.
4. Written reprimand.
5. Retaliatory investigation.
6. Decision not to promote.
7. Receipt of an unwarranted performance rating.
8. Withholding of appropriate salary adjustments.
9. Imposition of involuntary transfer or reassignment.
10. Elimination of the employee's position, absent a reduction in force, reorganization, or a decrease in or lack of sufficient funding, monies, or work load.
11. Denial of awards, grants, leaves, benefits, or training for which the employee would normally be eligible.
12. Other significant change in job responsibilities or working conditions which are inconsistent with the employee's position, salary or grade.

"Alleged wrongful conduct" means a violation of law, mismanagement, gross waste of public funds, or abuse of authority.

"Discloser" means an employee who makes a disclosure.

"Disclosure" means a written report by an employee to a public body of alleged wrongful conduct that includes: (1) the date of the disclosure; (2) the name of the employee making the disclosure; (3) the nature of the alleged wrongful conduct; and (4) if possible, the date or date range in which the alleged wrongful conduct occurred.

"Disclosure investigation" means a review and determination made by the Superintendent of a disclosure.

"Knowing retaliation" means an adverse personnel action taken by a supervisor or other District employee against an complainant because of a disclosure.

"Personnel action" means an employment-related action or decision that affects an employee positively or negatively.

"Supervisory employee" means any administrator, supervisor, director, or other employee who has authority to make or materially influence significant personnel decisions.

"Whistleblower complainant" or "complainant" means a current or former employee who disclosed alleged wrongful conduct to a public body and who was subsequently subject to an adverse personnel action as a result of making the disclosure.

"Whistleblower complaint" means a complaint filed by a complainant with the Superintendent (or Board President, if allegations concern the Superintendent) alleging that an adverse personnel action was taken in retaliation for a prior disclosure of alleged wrongful conduct to a public body.

"Whistleblower complaint review" means a review by the Superintendent of a whistleblower complaint.

"Whistleblower external hearing" means a hearing conducted by an external hearing officer if the complainant is dissatisfied with the decision of the Superintendent following a whistleblower complaint review.

"Work day" means any day that the District administrative office is open for business.

B. Procedures for Whistleblower External Hearing

1. Request for hearing

The Governing Board shall use an outside hearing officer and a hearing process when a complainant who is dissatisfied with the decision on the complainant's whistleblower complaint review files a timely request for a whistleblower external hearing. The purpose of the hearing is to determine whether an adverse personnel action resulted from the complainant's disclosure. No other issues or determinations are authorized.

A request for hearing must be made no later than ten (10) work days after receipt of the written decision on the whistleblower complaint and contain the following:

a. A specific statement that it is a request for a whistleblower hearing by an external hearing officer;
b. The name, work address, work telephone number and position of the whistleblower complainant;

c. The name, work address, work telephone number and position of the District employee who issued the written decision on the whistleblower complaint;
d. A statement of the reasons for requesting a hearing including the objectionable portion of the decision;
e. A statement of the specific relief or remedy requested; and
f. Copies of: (a) the employee's disclosure; and (b) the written decision on the whistleblower complaint.

2. Appointment of hearing officer

No later than fifteen (15) work days after receipt of a request for hearing, the Superintendent will determine whether the complainant qualifies for a hearing based on the following:

a. The request was timely;
b. The complainant identified an adverse personnel action imposed on them and the date of notice of the action;
c. The complainant made a prior disclosure of alleged wrongful conduct to a public body on a matter of public concern prior to the adverse personnel action;
d. The complainant alleged that the adverse personnel action resulted from the disclosure; and
e. The complainant attached the disclosure and the written decision on the whistleblower complaint to their request for hearing.

If the request qualifies for a hearing, the Superintendent will forward the request to an external hearing officer to conduct a whistleblower hearing.

If the request does not qualify for a whistleblower external hearing, the request will be returned to the complainant with written reason(s) for rejection. No later than ten (10) work days after receipt of the decision, the complainant may file a written appeal of the rejection to the Board. The Board will respond to the complainant in writing no later than twenty (20) work days after the Board reviews the written appeal. If the Board reverses the decision, the hearing will proceed; if the Board affirms the decision that the request does not qualify for a hearing, that decision is final.

3. Submission of the record

No later than twenty (20) work days after receipt of the request for a hearing that qualifies for a hearing, the Superintendent shall notify the complainant that the request for hearing is accepted and provide contact information for the hearing officer. The hearing officer may, but is not required to, conduct a pre-hearing conference in person or by electronic means to discuss the procedures that will be followed in conducting the hearing, including submission of evidence, documents, and witness lists. The hearing officer may require the parties to submit summaries of their positions before the hearing commences.

The hearing will be conducted no later than sixty (60) work days after the request is received, unless the hearing officer extends the time for good cause.

4. Conduct of hearing

Hearings shall be conducted in accordance with the requirements of A.R.S. § 41-783 governing appeals of personnel decisions. The procedures designated herein supersede rules of civil procedure if there is a conflict. The formal rules of evidence do not govern the hearing, except the rules of privilege. Generally, the party advocating a particular point or fact has the burden of proof on that point or fact. Ultimately, the person seeking review has the burden of persuading the hearing officer that the person was subject to an adverse employment action and the adverse action occurred because of a disclosure. The evidence standard is proof by a preponderance of the evidence.

The hearing officer has the ability to issue subpoenas. The hearing shall either be recorded or transcribed, at District expense, so as to provide an accurate, written rendition of the hearing.

5. Attorneys or representatives

A complainant may be self-represented, or at the complainant's own expense, may be represented by an attorney at any stage of the hearing process, including but not limited to presentation of the case during the hearing. A complainant may also designate a representative for the hearing who is not an attorney, provided that no fee is charged for any service rendered in connection with the hearing by a representative who is not an attorney admitted to practice in Arizona. The District may also be represented at the hearing by an attorney.

6. Resolution by agreement

At any time, the parties may agree upon a resolution of the matter. In such event, the written agreement shall be presented to the Superintendent who shall close the case and notify the parties in writing that the matter is resolved by agreement.

7. Hearing officer's decision

No later than forty-five (45) work days after the close of the hearing, the hearing officer shall provide a written decision and shall transmit the decision to the complainant and Superintendent.

The decision will contain findings of fact and the evidence relied upon to sustain those facts, conclusions including reference to applicable law, rules or policies, and a decision by the hearing officer determining: (1) the validity of the complaint; and (2) whether the adverse personnel action was committed against the complainant as a result of a disclosure.

The hearing officer shall enter a decision to affirm, reverse, or modify the adverse employment action.

The hearing officer's decision following the hearing becomes the final District decision fourteen (14) work days after the complainant's receipt of that decision.

The hearing officer's decision is subject to judicial review under A.R.S. §12-901, *et seq.*

The hearing officer's decision following the hearing shall include a statement regarding the timelines for appeal (thirty-five (35) calendar days from receipt of the decision) to seek review of that decision in the superior court in accordance with the provisions of A.R.S. §12-901, *et seq.* on any of the grounds set forth in A.R.S. § 41-783(F).

© 2024 The Arizona School Risk Retention Trust

© 4-404 Reasonable Accommodations

Amphitheater Public Schools complies with the requirements of the Americans with Disabilities Act (ADA) and the Rehabilitation Act of 1973 (RA).

Amphitheater Public Schools is committed to providing reasonable accommodations when appropriate to enable employees with a disability or applicants with a disability an equal employment opportunity within the District.

The District will provide reasonable accommodations:

A. When an applicant with a disability needs an accommodation to be able to be considered for a job;
B. When an employee with a disability needs an accommodation to perform the essential functions of the job and/or to gain access to the workplace; and
C. When an employee with a disability needs an accommodation for equal benefits and privileges of employment.

The District processes requests for reasonable accommodation and, where appropriate provides reasonable accommodations, in a prompt, fair and efficient manner.

The forms used for requests for reasonable accommodation are available.

The District is required to provide reasonable accommodation to qualified individuals with disabilities who are employees or applicants for employment, except when such accommodation would cause an undue hardship. A reasonable accommodation is a modification or adjustment to a job, the work environment, or the hiring process.

The District shall provide reasonable accommodations as they relate to the following aspects of employment:

1. Ensuring equal opportunity in the application process;
2. Enabling a qualified individual with a disability to perform the essential functions of a job; and
3. Making it possible for an employee with a disability to enjoy equal benefits and privileges of employment.
4. To address an employee's known limitations related to pregnancy, childbirth, or related medical conditions.

The District may not be required to provide accommodations if it will cause an undue hardship.

Request for an Accommodation

An applicant seeking an accommodation to participate in the application process should direct that request to the District's human resources department.

An employee who seeks an accommodation to perform the essential duties of the employee's position shall direct that request to the District's human resources department.

Interactive Process

The District shall engage in an interactive process to determine if an employee requires a reasonable accommodation to perform essential functions. The interactive process is informal; the purpose is to clarify what the employee needs and identify the appropriate reasonable accommodation(s). The District may ask the employee for additional information to describe the problems posed in the workplace and the employee's needs.

As a part of the interactive process, the District may request reasonable documentation that the individual has a disability and needs a reasonable accommodation. The District may seek input from a treating physician. The District may ask the employee to sign a limited release allowing the employer to submit a list of specific questions to the health care or vocational professional. The District may obtain an independent medical examination to address whether an individual has a qualifying disability and/or what reasonable accommodations may assist in permitting the employee to perform essential functions.

The District may offer alternative suggestions for reasonable accommodations and discuss their effectiveness in removing the workplace barrier that is impeding the employee.

Examples of Reasonable Accommodations

The examples of reasonable accommodations set forth below are not exhaustive. Appropriate accommodations will be discussed during the interactive process, to help ensure that selected accommodations meet the needs of the applicant or employee. Accommodations could include but are not limited to:

1. Making existing facilities accessible;
2. Offering leave;
3. Job restructuring;
4. Part-time or modified work schedules;
5. Acquiring or modifying equipment;
6. Changing tests or training materials;
7. Providing qualified readers or interpreters; and/or
8. Reassignment to a vacant position.

The District may choose among reasonable accommodations and is not required to provide the employee's preferred accommodation(s) as long as the chosen accommodation is effective.

The District and the employee may periodically review the effectiveness of accommodations offered and revise as needed.

Adopted:

Legal Authority:

29 U.S.C. § 701 *et seq.*

42 U.S.C. § 12101 *et seq.*

29 CFR Part 1630

34 CFR Part 104

42 U.S.C. 2000gg to 2000gg–6

© 2024 The Arizona School Risk Retention Trust