

# GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40

Special Meeting of the Governing Board

January 23, 2020 5:30 p.m.

## **Public Notice - Meeting Agenda**

Notice of this meeting has been posted consistent with the requirements of A.R.S. §38-431.02.  
The meeting's location is the Board Room in the District Office, 7301 North 58<sup>th</sup> Avenue, Glendale.

The Board reserves the right to change the order of items on the agenda, with the exception of public hearings, which are scheduled for a specific time. At the chair's discretion, the Board may carry over consideration of any business not concluded by 9:00 p.m. to the next regular meeting's agenda. Governing Board members may participate via telephone conference call if necessary. The Governing Board reserves the right to convene to executive session for the purpose of obtaining legal advice from its attorney for any item listed on the agenda, in person or by telephone, pursuant to A.R.S. §38-431.03(A)(3).

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### **GOVERNING BOARD GOALS**

1. Increase Student Achievement
2. Ensure the District's Financial Solvency
3. Attract and Retain Highly Qualified Staff

### **DISTRICT GOALS**

Increase Student Achievement

Eliminate the Achievement Gap

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#### **1. Call to Order and Roll Call**

#### **2. Opening Exercises**

- a. Adoption of Agenda
- b. Approval of Acting Clerk (if necessary)
- c. Offer of Spanish Interpretation
- d. Moment of Silence
- e. Pledge of Allegiance

#### **3. Call to the Public**

The public is invited to address the Board on any issue within its jurisdiction, subject to reasonable time, place and manner restrictions. Governing Board members are not permitted to discuss or take legal action on matters raised during open call to the public unless the matters are properly noticed for discussion and legal action. However, the law permits Board members to do the following at the conclusion of the open call to the public: (a) Respond to criticism made by those who have addressed the Board; (b) Ask staff to review a matter; or (c) Ask that a matter be put on a future agenda.

Those wishing to address the Board should complete a "Call to the Public" form and submit it to the Board Secretary prior to the start of the meeting. Each speaker will be provided three (3) minutes to address the Board, unless provided other direction by the Board. At the outset of the speaker's remarks, the speaker should state their name and the Board requests that the speaker provide his/her address.

#### **4. Special Recognition**

##### **a. Just Because Recognition**

The Governing Board will recognize the staff member and student selected for the January GESD Just Because award.

##### **b. School Recognition**

The Governing Board will recognize William C. Jack School for being selected by Sandy Hook Promise as one of the three 2019 Start With Hello School Award winners in the Western Region of the United States for their leadership in creating a more socially inclusive community.

#### **5. Consent Agenda**

##### **a. Certified Personnel Report**

It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, terminations and/or contract renewals of certified personnel.

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Individuals can access copies of documentation provided to the Board to substantiate administrations' recommendations, i.e. reports, detailed information, agreement documents, etc., the Friday before the Board meeting in each school's office, the Superintendent's office, or on the Governing Board's page of the District's website. Persons with disabilities may request reasonable accommodations by contacting (623) 237-7136 at least two days prior to the meeting.

b. Classified Personnel Report

It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, and/or terminations of classified personnel.

c. Travel

It is recommended the Governing Board approve and ratify requests for employee out-of-county travel as presented.

d. Fundraiser Activity Requests

It is recommended the Governing Board ratify and approve the fundraiser activity requests as presented.

**6. Action Items**

a. Employee Contracts and Work Agreement

It is recommended the Governing Board approve the employment contracts and work agreement as presented for the 2020-2021 school year.

**7. Future Meetings and Events**

a. Future Meetings and Agenda Item Requests.

The Governing Board will review the list of upcoming Board meetings and potential agenda topics. Governing Board Members will have the opportunity to request items to be included on future meeting agendas for discussion, information and/or action.

**8. Summary of Current Events**

a. Superintendent Report

The Superintendent will present a brief summary of current events.

b. Governing Board Report

Governing Board Members will present brief summaries of current events, as necessary.

**9. Adjournment**

GLENDAL ELEMNTARY SCHOOL DISTRICT

**SPECIAL RECOGNITION**

AGENDA NO: 4.A. TOPIC: Just Because Recognition

SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent

DATE ASSIGNED: January 23, 2020

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The Governing Board will recognize the staff member and student selected for the January GESD Just Because award.

GLENDAL ELEMNTARY SCHOOL DISTRICT

**SPECIAL RECOGNITION**

AGENDA NO: 4.B. TOPIC: School Recognition

SUBMITTED BY: Dr. Gerry Petersen-Incorvaia, Assistant Superintendent for Educational Services

DATE ASSIGNED: January 23, 2020

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The Governing Board will recognize William C. Jack School for being selected by Sandy Hook Promise as one of the three 2019 Start With Hello School Award winners in the Western Region of the United States for their leadership in creating a more socially inclusive community.

GLENDAL ELEMNTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 5.DA TOPIC: Certified Personnel Report

SUBMITTED BY: Ms. Jacque Horine, Director of Human Resources

RECOMMENDED BY: Ms. Deby Valadez Assistant Superintendent for Human Resources

DATE ASSIGNED FOR CONSIDERATION: January 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, terminations, and/or contract renewals of certified personnel.

**New Employment**

1. Allen, Cristi	Teacher	\$49,500	01/06/2020
2. Avelino, Michelle	Teacher	\$39,000	01/06/2020
3. Cervantes Contreras, Monica	Teacher	\$39,000	01/06/2020
4. Gamble, James	Teacher	\$43,500	01/06/2020
5. Harris-Frey, Kelly Jo	Teacher	\$51,000	01/06/2020
6. Nelson, Michael	Teacher	\$49,500	12/16/2019
7. Suber, Edith	Teacher	\$47,250	01/06/2020
8. Thompson, Riley	Teacher	\$39,000	01/06/2020

**Resignation**

1. Allen, Jonathon	Teacher	Personal Reasons	12/20/2019
2. Campillo, Stella	Teacher	Personal Reasons	01/06/2020
3. Madril, Shamolee*	Achievement Advisor	Personal Reasons	01/06/2020
4. Walczewski, Kristina	MOU	Other Employment	01/10/2020

\*Recommend liquidated damages fee applied per contract

**Change of Position**

1. Bandin, Sabrina	from MOU to Teacher	01/06/2020
2. Walczewski, Kristina	from Student Teacher Intern to MOU	01/07/2020

GLENDAL ELEMNTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 5.B. TOPIC: Classified Personnel Report

SUBMITTED BY: Mr. Brian Duguid, Coordinator for Human Resources

RECOMMENDED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

DATE ASSIGNED FOR CONSIDERATION: January 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, and/or terminations of classified personnel.

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**New Employment**

1. Adame, Eydie	Ed. Assist. Sped Resource	\$12.36	01/08/2020
2. Enos, Josefina	Lead Custodian	\$12.68	01/08/2020
3. Kellar-Skinner, Bernice	Ed. Assist. Standard	\$12.36	01/06/2020
4. Walker, Amber	Ed. Assist. Standard	\$12.36	01/06/2020
5. Zavala, Patricia	Ed. Assist. Standard	\$12.00	01/06/2020

**Position Change**

1. Bojorquez, Jakeline	Sub Cleaner to Cleaner	\$12.00	01/06/2020
2. Franco, Ana	Campus Monitor to Ed. Assist. SPED	\$12.00	01/07/2020

**Resignation**

1. Ramirez, Chelsey	School Bus Driver	Other Employment	12/20/2019
2. Schumacher, Janet	Ed. Assist Standard	Personal Reasons	11/28/2019

**Increase in Hours**

1. Gamez, Angelica	Campus Monitor from 3.25 to 3.50	\$12.00	01/07/2020
2. Ortega, Ruth	Food service worker from 4.50 to 4.75	\$12.13	01/07/2020

**New Hire Substitutes**

1. Monsivais, Silvia	Sub-Cleaner	\$12.00	01/07/2020
2. Salazar, Margarita	Sub-Cleaner	\$12.00	01/08/2020

**Correction to Resignation Date**

1. Ramirez, Gabriela	Personal Reasons	12/10/19
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GLENDAL ELEMNTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 5.C. TOPIC: Travel

SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent

RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent

DATE ASSIGNED FOR CONSIDERATION: January 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve and ratify the requests for employee out-of-county travel as presented.

<b>Traveler</b>	<b>Purpose/Location</b>	<b>Dates</b>	<b>Cost</b>
Brenda Bartels Sara Smith	ASBA BOLTS Flagstaff, AZ	Feb. 7	\$380 <i>M&amp;O</i>
Christian Miranda Christina Sills	Edulog Training Conference Clark County, NV	Feb. 24-28	\$4,500 <i>M&amp;O</i>
Teresa Wong Valerie Caraveo Courtney Piña Tammy Delgado Nicholas Magann	Tyler Connect 2020 Orlando, FL	Apr. 26-29	\$1,712 per person <i>M&amp;O</i>
Kathy Obst Stephanie Smythe Alexis Cherrick Mark Balder Jessica Peck Ralph Quintana	Leading Change Teacher Institute Tucson, AZ	June 2-3	\$2,920 <i>Title I</i>
Tamera Nicol Donald Madison Latoya Banks Math Achievement Advisor	Leading Change Conference Tucson, AZ	June 2-5	\$5,280 <i>Title I</i>
Cindi DeRichie Anissa Ottens Carla Nelmidia Donna Sanchez Jennifer Okenwa Natalia Saldana	SDE iTeach Conference Las Vegas, NV	July 6-10	\$11,285 <i>Early Literacy Grant</i>

## EMPLOYEE OUT-OF-COUNTY/OUT-OF-STATE TRAVEL REQUEST

This form must be completed and submitted to the Superintendent's Office for forwarding to the Governing Board. Requests will be placed on the next possible meeting's agenda. Travel requests should be submitted early enough to ensure the meeting at which the Board considers approval is before the proposed dates of travel.

Name of Traveler(s): Brenda Bartels and Sara Smith

Working at School/Department: Governing Board

Reason for Travel: ASBA BOLTS Conference

Traveling to: Flagstaff, AZ

Dates of Travel: February 7

Substitute Needed/Dates: N/A

	Code	Cost	Requisition Number
Charge Sub to:	<u></u>	<u>\$</u>	<u></u>
Charge Registration to:	<u>001.100.2310.6360.550</u>	<u>\$ 250.00</u>	<u></u>
Charge Airline/Bus to:	<u></u>	<u>\$</u>	<u></u>
Charge Meal/Lodging to:	<u></u>	<u>\$</u>	<u></u>
Charge Auto Mileage to:	<u>001.100.2310.6580.550</u>	<u>\$ 130.00</u>	<u></u>
	Total Cost of Travel	<u>\$ 380.00</u>	

APPROVED BY: \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ Approved \_\_\_\_\_ Not Approved By the Governing Board on \_\_\_\_\_ date

**CONFERENCE/WORKSHOP REQUEST**  
**JUSTIFICATION FORM**

Must be completed and submitted to the Superintendent's Office for transmittal to the Governing Board along with the Travel Request Form.

Name of Traveler(s): Brenda Bartels and Sara Smith

Conference/Workshop Title: Board Operations and Leadership Training  
(Reason for Travel)

1. Relevance of conference/workshop to employee(s) work responsibilities:

BOLTS focuses on governance and leadership topics for school boards. Topics include: strategic planning, board calendars, community communication, Open Meeting Law, board meeting procedures and budget/finance.

2. How will employee(s) share information with colleagues?

Information will be shared in a subsequent Board meeting.

3. How is the conference/workshop related to district, school or department goals and or objectives?

The conference will provide tools for Board members to employ best practices in Board operations and school district leadership.

## TRAVEL REQUEST FORM

### For Out-of-County/Out-of-State Travel by District Employee

**This form must be turned in with purchase requisitions and PAR to the Superintendent's Office with enough advance notice to ensure Board approval prior to travel date.**

Name of Traveler(s): Christian Miranda and Christina Sills

Working at School/Department: Transportation

Reason for Travel: The 25<sup>th</sup> Annual Edulog Training Conference

Traveling to: Clark County, Nevada

Dates of Travel: 2/24/2020-2/28/2020

Substitute Needed/Dates: None

	Code	Cost	Requisition Number
Charge Sub to:	<u>n/a</u>	<u>\$ 0.00</u>	<u></u>
*Charge Registration to:	<u>001.400.2570.6360.585.0000</u>	<u>\$ 3,990.00</u>	<u>TBD</u>
Charge Airline/Bus to:	<u>n/a</u>	<u>\$ 0.00</u>	<u></u>
Charge Meal/Lodging to:	<u>001.400.2570.6580.585.0000</u>	<u>\$ 510.00</u>	<u>TBD</u>
Charge Auto Mileage to:	<u>n/a</u>	<u>\$ 0.00</u>	<u></u>
	Total Cost of Travel	<u>\$ 4,500.00</u>	<u></u>

APPROVED BY: \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ Approved \_\_\_\_\_ Not Approved By the Governing Board on \_\_\_\_\_  
Date

**\*Registration includes airfare, four nights at the hotel and conference fees.**

**CONFERENCE/WORKSHOP REQUEST**  
**JUSTIFICATION FORM**

Must be completed and submitted to the Superintendent's Office for transmittal to the Governing Board along with the Travel Request Form.

Name of Traveler(s): Christian Miranda and Christina Sills

Conference/Workshop Title: The 25<sup>th</sup> Annual Edulog Training Conference  
(Reason for Travel)

1. Relevance of conference/workshop to employee(s) work responsibilities:

- The Edulog conference is a conference that training in all areas of the Edulog routing system for beginner to advanced user levels.
- Comprehensive Routing training for: Stand Alone Runs, Circular and Midday.
- Boundaries - Adding and editing boundaries for specialized programs and Boundary planning.
- Routing - Beginning, intermediate and advanced routing downloads.
- Reports - Learn to customize specialized reports and learn to shape their forms into useful reports for your transportation department and your district. Learn how to add these customized reports to your common reports.
- Mapping - how to customize the look of the mapping area in Maris. The first steps for creating a segment and editing its properties will also be shown and practiced. Learn how to add a satellite picture to your map screen. The second half of mapping in Maris will demonstrate editing the geocode by splitting and joining segments as well as the effects that has on run directions. Methods to control how the Edulog algorithm generates run directions using the geocode such as speed, direction of travel and adjacencies will also be described.
- Bell Times and Frequencies - This special needs transportation class is for routers with experience using Edulog software for run building and stop assignments. We will explore the use of frequencies and extra bell times for riders with unique needs. We will look carefully at how to make changes to student assignments and transportation when different frequencies are in play.
- Bus Routing and Scheduling - Workshop will include and examine theories and strategies for successful routing. Route types, stop choice, and multi-trip options will be discussed as well as the development of policy and procedures and their implications for economy and safety. Computer aided and manual routing strategies will be evaluated and compared.

2. How will employee(s) share information with colleagues?

Yes, we will share, use and develop training for staff in-service classes based on the workshops and sessions we will be attending at the 25<sup>th</sup> Annual Edulog Training Conference.

3. How is the conference/workshop related to district, school or department goals and or objectives?

The 25<sup>th</sup> Annual Edulog Training Conference, workshops and sessions are all related to the school bus industry. The conference will provide information and ideas to help transportation grow and become a better service provider for all of our customers.

## TRAVEL REQUEST FORM

### For Out-of-County/Out-of-State Travel by District Employee

Name of Traveler(s): Teresa Wong, Valerie Caraveo, Courtney Pina, Tammy Delgado, Nicholas Magann

Working at School/Department: Human Resources / Finance / Information Technology

Reason for Travel: Tyler Connect 2020

Traveling to: Orlando, FL

Dates of Travel: April 26, 2020 – April 29, 2020

Substitute Needed/Dates: None Required

	Code	Cost	Requisition Number
Charge Sub to:		<u>\$</u>	
Charge Registration to:	<u>001.100.2570.6360.500.552.0000</u>		
	<u>001.100.2570.6360.500.570.0000</u>	\$ 975.00	
	<u>001.100.2570.6360.500.574.0000</u>		
	<u>001.100.2570.6360.500.571.0000</u>		
Charge Airline/Bus to:	<u>001.100.2570.6580.500.552.0000</u>		
	<u>001.100.2570.6580.500.570.0000</u>	\$ 500.00	
	<u>001.100.2570.6580.500.574.0000</u>		
	<u>001.100.2570.6360.500.571.0000</u>		
Charge Meal/Lodging to:	<u>001.100.2570.6580.500.552.0000</u>		
	<u>001.100.2570.6580.500.570.0000</u>	\$ 162.00	
	<u>001.100.2570.6580.500.574.0000</u>		
	<u>001.100.2570.6360.500.571.0000</u>		
Charge Auto Mileage to:	<u>001.100.2570.6580.500.552.0000</u>		
	<u>001.100.2570.6580.500.570.0000</u>	\$ 75.00	
	<u>001.100.2570.6580.500.574.0000</u>		
	<u>001.100.2570.6360.500.571.0000</u>		
Total Cost of Travel		\$ 1,712.00 per person	

APPROVED BY: \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_ Approved      \_\_\_\_\_ Not Approved      By the Governing Board on \_\_\_\_\_ date

**CONFERENCE/WORKSHOP REQUEST**  
**JUSTIFICATION FORM**

Must be completed and submitted to the Superintendent's Office for transmittal to the Governing Board along with the Travel Request Form.

Name of Traveler(s): Teresa Wong, Valerie Caraveo, Courtney Pina, Tammy Delgado & Nicholas Magann

Conference/Workshop Title: Tyler Connect 2020, Orlando, FL  
(Reason for Travel)

1. Relevance of conference/workshop to employee(s) work responsibilities:

This annual conference is offered to current users of Tyler software products. Infinite Visions is GESD's primary human resources and finance software system. The conference will provide training on the various modules that make up this critical system. Each employee will attend education the tracks related to their work responsibilities to increase our knowledge and maximize utilization of the software's features.

2. How will employee(s) share information with colleagues?

The employees will share information learned at the conference with colleagues via departmental meetings and through in-house training workshops as appropriate.

3. How is the conference/workshop related to district, school or department goals and or objectives?

This conference will provide a basis for staff to improve work processes and to learn best practices to meet the needs of the district and federal reporting requirements.

## TRAVEL REQUEST FORM

### For Out-of-County/Out-of-State Travel by District Employee

**This form must be turned in with purchase requisitions and PAR to the Superintendent's Office with enough advance notice to ensure Board approval prior to travel date.**

Name of Traveler(s): Kathy Obst, Stephanie Smythe, Alexis Cherrick, Mark Balder  
Jessica Peck and Ralph Quintana

Working at School/Department: Bicentennial North School

Reason for Travel: Leading Change Conference Teacher Institution

Traveling to: Tucson, AZ

Dates of Travel: June 2 and 3

Substitute Needed/Dates: \_\_\_\_\_

	Code	Cost	Requisition Number
Charge Sub to:	<u>N/A</u>	<u>\$ 0</u>	_____
Charge Registration to:	<u>100.100.2213.6360.109.109.0000</u>	<u>\$ 1770</u>	_____
Charge Airline/Bus to:	_____	<u>\$0</u>	_____
Charge Meal/Lodging to:	<u>100.100.2213.6580.109.109.0000</u>	<u>\$ 1000</u>	_____
Charge Auto Mileage to:	<u>100.100.2213.6580.109.109.0000</u>	<u>\$ 150</u>	_____
	Total Cost of Travel	<u>\$ 2920</u>	_____

**APPROVED BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_

\_\_\_\_\_ Approved \_\_\_\_\_ Not Approved By the Governing Board on \_\_\_\_\_  
Date

**CONFERENCE/WORKSHOP REQUEST**  
**JUSTIFICATION FORM**

Must be completed and submitted to the Superintendent's Office for transmittal to the Governing Board along with the Travel Request Form.

Name of Traveler(s): Kathy Obst, Stephanie Smythe, Alexis Cherrick, Mark Balder Jessica Peck and Ralph Quintana

Conference/Workshop Title: Leading Change Conference Teacher Institution  
(Reason for Travel)

1. Relevance of conference/workshop to employee(s) work responsibilities:

During the Teacher Institute, our teachers will hear from national presenters (Doug Fisher and Nancy Frey are key note speakers) and will learn new information and techniques to enhance their instructional practices. Both the Teacher Institute and Leading Change will have a focus on teams and have time set aside each day for teams to collaborate on plans for the upcoming school year and to process their new learning. John Hattie will be a keynote speaker during the Leading Change portion. All three keynotes have published research and books that GESD uses in our professional learning and align with the work we are doing.

2. How will employee(s) share information with colleagues?

Classroom teachers that attend will share their new learning with their teammates during grade level summer work as well as during the school year through their collaborative team time. The team attending the institute will also have collaboration time during the institute to discuss and plan how they will implement their new learning.

3. How is the conference/workshop related to district, school or department goals and or objectives?

John Hattie will be a keynote speaker during the Leading Change portion and Doug Fisher and Nancy Frey will be speaking during the Teacher Institute. All three keynotes have published research and books that GESD uses in our professional learning and align with the work we are doing.

## TRAVEL REQUEST FORM

### For Out-of-County/Out-of-State Travel by District Employee

**This form must be turned in with purchase requisitions and PAR to the Superintendent's Office with enough advance notice to ensure Board approval prior to travel date.**

Name of Traveler(s): Tamera Nicol, Donald Madison, Latoya Banks, Math AA

Working at School/Department: Bicentennial North School

Reason for Travel: Leading Change Conference

Traveling to: Tucson, AZ

Dates of Travel: June 2-5

Substitute Needed/Dates: \_\_\_\_\_

	<b>Code</b>	<b>Cost</b>	<b>Requisition Number</b>
Charge Sub to:	<u>N/A</u>	<u>\$ 0</u>	_____
Charge Registration to:	<u>100.100.2570.6360.109.0000</u> <u>100.100.2213.6360.109.0000</u>	<u>\$1290 (Admin)</u> <u>\$1290 (AA)</u>	_____
Charge Airline/Bus to:	<u>100.100.2570.6580.109.0000</u> <u>100.100.2213.6580.109.0000</u>	<u>\$</u> <u>\$1200 (Admin)</u> <u>\$1200(Admin)</u>	_____
Charge Meal/Lodging to:	<u>100.100.2570.6580.109.0000</u> <u>100.100.2213.6580.109.0000</u>	<u>\$150 (Admin)</u> <u>\$150(AA)</u>	_____
Charge Auto Mileage to:			
	<b>Total Cost of Travel</b>	<u>\$ 5280</u>	

**APPROVED BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_

\_\_\_\_\_ Approved \_\_\_\_\_ Not Approved By the Governing Board on \_\_\_\_\_  
Date

**CONFERENCE/WORKSHOP REQUEST**  
**JUSTIFICATION FORM**

Must be completed and submitted to the Superintendent's Office for transmittal to the Governing Board along with the Travel Request Form.

Name of Traveler(s): Tamera Nicole, Donald Madison, Latoya Banks, Math AA

Conference/Workshop Title: Leading Change Conference  
(Reason for Travel)

1. Relevance of conference/workshop to employee(s) work responsibilities:

During the Teacher Institute, our teachers will hear from national presenters (Doug Fisher and Nancy Frey are key note speakers) and will learn new information and techniques to enhance their instructional practices. Both the Teacher Institute and Leading Change will have a focus on teams and have time set aside each day for teams to collaborate on plans for the upcoming school year and to process their new learning. John Hattie will be a keynote speaker during the Leading Change portion. All three keynotes have published research and books that GESD uses in our professional learning and align with the work we are doing.

2. How will employee(s) share information with colleagues?

Classroom teachers that attend will share their new learning with their teammates during grade level summer work as well as during the school year through their collaborative team time. The team attending the institute will also have collaboration time during the institute to discuss and plan how they will implement their new learning.

3. How is the conference/workshop related to district, school or department goals and or objectives?

John Hattie will be a keynote speaker during the Leading Change portion and Doug Fisher and Nancy Frey will be speaking during the Teacher Institute. All three keynotes have published research and books that GESD uses in our professional learning and align with the work we are doing

## TRAVEL REQUEST FORM

### For Out-of-County/Out-of-State Travel by District Employee

**This form must be turned in with purchase requisitions and PAR to the Superintendent's Office with enough advance notice to ensure Board approval prior to travel date.**

Name of Traveler(s): Cindi DeRichie, Anissa Ottens, Carla Nelmidia, Donna Sanchez, Jennifer Okenwa, Natalia Saldana

Working at School/Department: Desert Spirit

Reason for Travel: SDE iTeach Conference

Traveling to: Las Vegas, Nevada

Dates of Travel: July 6-10, 2020

Substitute Needed/Dates: None Needed

	Code	Cost	Requisition Number
Charge Sub to:	<u>467.100.2213.6360.116.116.0000</u>	<u>\$3289.74</u>	<u></u>
Charge Registration to:	<u>467.100.2213.6580.116.116.0000</u>	<u>\$1560</u>	<u></u>
Charge Airline/Bus to:	<u>467.100.2213.6580.116.116.0000</u>	<u>\$6436</u>	<u></u>
Charge Meal/Lodging to:	<u></u>	<u></u>	<u></u>
Charge Auto Mileage to:	<u></u>	<u>\$11,285.74</u>	<u></u>

**APPROVED BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_

\_\_\_\_\_ Approved \_\_\_\_\_ Not Approved By the Governing Board on \_\_\_\_\_ date

**CONFERENCE/WORKSHOP REQUEST**  
**JUSTIFICATION FORM**

Must be completed and submitted to the Superintendent's Office for transmittal to the Governing Board along with the Travel Request Form.

Name of Traveler(s): Cindi DeRichie, Anissa Ottens, Carla Nelmda, Donna Sanchez, Jennifer Okenwa, Natalia Saldana

Conference/Workshop Title: SDE iTeach Conference  
(Reason for Travel)

1. Relevance of conference/workshop to employee(s) work responsibilities:

Teachers will gain relevant and authentic classroom strategies for teaching foundational literacy skills. Sessions include small group instruction, intervention, guided reading, reading and writing fluency and differentiated instruction.

2. How will employee(s) share information with colleagues?

Achievement Advisors, and teachers will be sharing and leading grade level teams through Professional Development and during Collaborative Team to increase reading fluency and comprehension for all students.

3. How is the conference/workshop related to district, school or department goals and or objectives?

This conference aligns with district and school goals of increasing student achievement in ELA. Teachers will learn and implement new learning to work alongside team members for the different tiers of instruction as well as using this to strengthen the guided reading block.

GLENDAL ELEMNTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 5.D. TOPIC: Fundraiser Activity Requests

SUBMITTED BY: Various Schools

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Financial and Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: January 23, 2020

RECOMMENDATION:

It is recommended the Governing Board ratify and approve the fundraiser activity requests as presented.

**RATIONALE:**

<b><u>School</u></b>	<b><u>Event</u></b>	<b><u>Purpose</u></b>
Bicentennial North	Soda machine in Teacher's Lounge	Raise funds for PTO
Bicentennial North	Movie Night	Raise money for PTO
Bicentennial North	Cinco de Mayo festival	Raise funds for PTO
Coyote Ridge	Christmas Gift Shop	To raise money for school by selling gifts for children to give to friends and family.
Desert Spirit	Family Game Night	Raise funds for students and Teachers
Isaac Imes	Go Fund me/Donor's Choose: Books for classroom library	Give students a range of levels, genres, and titles to choose from.

Source of Funding -

M & O

Budget \_\_\_\_\_

State

Grant \_\_\_\_\_

Federal

Grant \_\_\_\_\_

Capital \_\_\_\_\_

Other \_\_\_\_\_

GLENDAL ELEMNTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 6.A. TOPIC: Employee Contracts and Work Agreement

SUBMITTED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent

DATE ASSIGNED FOR CONSIDERATION: January 23, 2020

RECOMMENDATION:

It is recommended the Governing Board approve the employee contracts and work agreement as presented for the 2020-2021 school year.

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RATIONALE:

The proposed contracts/work agreements for support, certified and administrative staff for the 2020-2021 school year are attached. The contract/work agreement language has been revised per the recommendation of the District's legal counsel.

**Glendale Elementary School District No. 40**

7301 North 58<sup>th</sup> Avenue  
Glendale, Arizona 85301

**TEACHER'S EMPLOYMENT CONTRACT**

This Contract is entered into by the Glendale Elementary School District No.40 ("District") and **EMPLOYEE NAME** ("Teacher").

1. District agrees to employ Teacher for ~~###~~ days during fiscal year ~~20192020-2020-2021~~ commencing on **START DATE** and ending on **END DATE**. The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Teacher.
2. Teacher's employment is conditioned upon the possession at all times of a valid Arizona teacher's certificate for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Teacher agrees to be qualified and appropriately certified in all assigned core academic subjects or as otherwise required by law and to hold all requisite endorsements by the commencement date of this Contract. Teacher's employment may be terminated if these conditions are not satisfied.
3. Teacher understands and agrees that Teacher is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s) and/or approved area(s) is/are not maintained and in effect. In addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Teacher for work performed during such period and District may deduct any of that paid to Teacher attributable to such period from any other monies owed to Teacher by District. In the sole discretion of the District, Teacher may be paid at a substitute teacher rate for a maximum number of days as allowed by law.
4. District agrees to pay Teacher a salary of **\$AMOUNT\***. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's Performance Pay Plan, subject to any reduction in Classroom Site Funding as described in paragraph 6 below. The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan. Teacher acknowledges that behavior in violation of state or federal law and/or District policies to the extent that Teacher is terminated or resigns in lieu of a recommendation that Teacher be terminated shall, in and of itself, be deemed to be a failure of Teacher to comply with the performance plan and, therefore, result in Teacher being entitled to no portion of the Classroom Site Fund performance pay. Teacher shall also receive such fringe benefits as the Governing Board approves for this fiscal year.
5. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue owed by the State, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the ~~20192020-2020-2021~~ school year, Teacher may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to Teacher in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed. Teacher must be currently employed by the District to receive any increase.
6. Pursuant to A.R.S. § 15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary or which will entitle Teacher to performance pay if the Teacher qualifies under the District's performance pay plan. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.
7. If the District is the recipient of results based funding pursuant to A.R.S. § 15-249.08, the District may distribute additional pay to Teacher in compliance with that statute and as determined by the Governing Board, in its discretion.
8. Teacher acknowledges that any time after execution of this Contract, the Base Salary specified in Paragraph 4 may be reduced if any of the following occurs: 1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the ~~20192020-2020-2021~~ fiscal year is less or becomes less than that authorized at the beginning of the ~~20182019-2019~~ ~~2020~~ fiscal year; 2) the District fails to receive during the ~~20192020-2020-2021~~ fiscal year funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or 3) the District does not receive funds that, as of May 30, ~~20192020~~, the District anticipates receiving for use in the ~~20192020-2020-2021~~ fiscal year. The Teacher shall be given not fewer than ten (10) calendar days notice of any reduction in Base Salary that occurs as a result of this paragraph.
9. District reserves the right, as part of a salary reduction pursuant to A.R.S. § 15-544, to decrease Teacher's salary by furloughing Teacher. Teacher will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Teacher may not use paid sick leave or other paid leave time on such furlough days.
10. The District may terminate this agreement as part of a reduction in force. In the event District exercises this option, Teacher shall be entitled to a one-time payment equivalent to five (5) days per diem, the payment of which sum will constitute full satisfaction of District's obligations to Teacher pursuant to this Contract.
11. Pursuant to A.R.S. § 15-538.02, the Governing Board may dismiss a Teacher who holds a teaching intern certificate, an emergency teaching certificate or another type of nonstandard certificate that is valid for one (1) year or less that without complying with the requirements of A.R.S. §§ 15-537, 15-538, or 15-541. Such dismissal shall be effective ten (10) working days after delivery of the notice of dismissal to the Teacher.
12. Should Teacher believe there is a mistake in Teacher's salary resulting in Teacher receiving less than what Teacher would be entitled under the salary schedule, the Teacher shall have thirty (30) working days from initiating performance of duties under the Contract to notify District of mistake. If Teacher does not notify district within these thirty days, Teacher waives right to additional amounts under current Contract. If the Teacher has received more money than the Teacher is entitled for work performed, the Teacher shall, at the District's option (a) immediately repay any amount erroneously paid to the Teacher or (b) allow the District to reduce future payments to the Teacher to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.
13. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with this Contract as well as those contained in the Teacher's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Teacher recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing

accuracy or validity of those representations. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

- 14. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any nonappealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in immediate dismissal.
- 15. Teacher agrees to teach such grade, grades or subjects as the Teacher may be assigned to teach, and to perform such other duties as may be assigned. Teacher agrees to abide by and be subject to the District's policies, regulations and rules, as are in effect or may be amended during the term of this Contract.
- 16. This contract is conditional upon the school or other work location to which Teacher is assigned remaining open and in full operation for the entire term of this contract. In the event that, pursuant to court order, lack of appropriated or available funds, or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced District operations require suspension or reduction of the services of Teacher.
- 17. Pursuant to A.R.S. § 15-545, if Teacher resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Teacher to disciplinary action by the State Board of Education, up to and including suspension or revocation of the teaching certificate.
- 18. Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Teacher does not fulfill the obligations under this Contract. Teacher and District agree that these expenses, added to the negative impact to the students who will not have the stability of a single teacher are difficult to determine, and therefore that it is appropriate to assess an amount certain as liquidated damages. Teacher and District agree that the liquidated damages which may be assessed against Teacher for resigning, with Board approval, during the term of this Contract shall be in the amount of two thousand five hundred Dollars (\$2,500.00). Furthermore, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and Teacher shall be entitled to no portion of any funds. The District may withhold all or any part of these liquidated damages from any amount payable to the Teacher after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages.
- 19. If Teacher has retired with the Arizona State Retirement System and returned to work, teacher's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. § 38-766.01. Teacher shall not accrue credited service, retirement benefits or long term disability program benefits under either state law or by District policy.
- 20. Teacher shall be evaluated through the use of an evaluation system and instrument adopted and approved pursuant to A.R.S. §15-203(A)(38) and A.R.S. § 15-537. The parties acknowledge and agree that the District's evaluation system and instrument may be amended from time to time during the term of this Contract and that the Teacher's evaluation will not be used as a criteria for establishing compensation other than as required by law.
- 21. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.
- 22. This Contract is subject to cancellation pursuant to A.R.S. § 38-511.
- 23. Teacher shall not discriminate against any employee, student, parent, contractor or other member of the public because of that person's sex, race, religion, color, national origin, age or disability.
- 24. The entire agreement between the parties shall consist of this Contract, District's salary schedule, the District's Performance Pay Plan and such fringe benefits as the Governing Board approves for this fiscal year. Any subsequent amendment or addendum to this Contract must be in writing and signed by both parties.
- 25. Teachers who work less than twelve (12) months per year may be paid over twelve (12) months. This is called "annualized compensation." Annualized compensation gives you income during the summer months. Due to IRS regulations, you must make a written election to receive annualized compensation. Please initial your selection. **If you fail to return this election before you begin work for the school year, the District will not annualize your compensation. Pay option may not be changed during the term of this contract**

Please initial your election: (all payment options are subject to start date)

\_\_\_\_\_ I elect annualized compensation; please annualize my compensation as follows:

\_\_\_\_\_ **26 Pays:** 26 pays with balloon payment of balance of contract on last payment at end of contract term.

\_\_\_\_\_ **Year-Round:** 26 year-round biweekly pays (final pay of the contract term received two weeks prior to the first pay of the new contract term)

\_\_\_\_\_ I do not elect annualized compensation

\_\_\_\_\_ **(23 equal payments while school is in session).**

- 26. This contract must be received by the District Office Human Resources Department within fifteen (15) business days from the date of the teacher's receipt of the written contract or the offer is revoked. Receipt will be deemed to have occurred when the written contract is personally delivered, placed in the teacher's school provided mailbox, including electronic mail, or two days after being placed in a United States postal service mailbox. If the contract is returned and includes terms in addition to the terms of contract offered by the board or is not returned within the fifteen (15) business days, under accordance with the provisions of A.R.S. §15-536 and/or A.R.S. §15-538.01, this Contract shall be null and void.

By signing this Contract, Teacher acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

TEACHER’S SIGNATURE

DATE

GOVERNING BOARD CLERK’S SIGNATURE

DATE

| \*Subject to ~~increase pending~~ employment and education verification

**Glendale Elementary School District No. 40**

7301 North 58<sup>th</sup> Avenue  
Glendale, Arizona 85301

**TEACHER'S LIMITED CONTRACT**

This Contract is entered into by the Glendale Elementary School District No.40 ("District") and **FIRST NAME LAST NAME** ("Teacher").

1. District agrees to employ Teacher for ### days during fiscal year ~~20192020-2020-2021~~ commencing on **START DATE** and ending on **END DATE**. The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Teacher.
2. As a **LIMITED** Contract, this Contract shall end at the end of the ~~20192020-2020-2021~~ school year. Teacher has no right to a renewal of this Contract for the school year ~~20202021-20212022~~. Teacher specifically and expressly recognizes and agrees that this Contract constitutes written notice, pursuant to A.R.S. § 15-536, that the Governing Board intends not to renew this Contract and that no additional notice or action by the Governing Board is necessary to effectuate the non-renewal of this Contract.
3. Teacher's employment is conditioned upon the possession at all times of a valid Arizona teacher's certificate for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Teacher agrees to be qualified and appropriately certified in all assigned core academic subjects or as otherwise required by law and to hold all requisite endorsements by the commencement date of this Contract. Teacher's employment may be terminated if these conditions are not satisfied.
4. Teacher understands and agrees that Teacher is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s) and/or approved area(s) is/are not maintained and in effect. In addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Teacher for work performed during such period and District may deduct any of that paid to Teacher attributable to such period from any other monies owed to Teacher by District. In the sole discretion of the District, Teacher may be paid at a substitute teacher rate for a maximum number of days as allowed by law.
5. District agrees to pay Teacher a salary of **\$AMOUNT\***. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's Performance Pay Plan, subject to any reduction in Classroom Site Funding as described in paragraph 7 below. The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan. Teacher acknowledges that behavior in violation of state or federal law and/or District policies to the extent that Teacher is terminated or resigns in lieu of a recommendation that Teacher be terminated shall, in and of itself, be deemed to be a failure of Teacher to comply with the performance plan and, therefore, result in Teacher being entitled to no portion of the Classroom Site Fund performance pay. Teacher shall also receive such fringe benefits as the Governing Board approves for this fiscal year.
6. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue owed by the State, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the ~~20192020-2020-2021~~ school year, Teacher may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to Teacher in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed. Teacher must be currently employed by the District to receive any increase.
7. Pursuant to A.R.S. § 15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary or which will entitle Teacher to performance pay if the Teacher qualifies under the District's performance pay plan. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.
8. If the District is the recipient of results based funding pursuant to A.R.S. § 15-249.08, the District may distribute additional pay to Teacher in compliance with that statute and as determined by the Governing Board, in its discretion.
9. Teacher acknowledges that any time after execution of this Contract, the Base Salary specified in Paragraph 5 may be reduced if any of the following occurs: 1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the ~~20192020-2020-2021~~ fiscal year is less or becomes less than that authorized at the beginning of the ~~2018-2019-2019~~ ~~2020~~ fiscal year; 2) the District fails to receive during the ~~20192020-2020-2021~~ fiscal year funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or 3) the District does not receive funds that, as of May 30, ~~20192020~~, the District anticipates receiving for use in the ~~20192020-2020-2021~~ fiscal year. The Teacher shall be given not fewer than ten (10) calendar days notice of any reduction in Base Salary that occurs as a result of this paragraph.
10. District reserves the right, as part of a salary reduction pursuant to A.R.S. § 15-544, to decrease Teacher's salary by furloughing Teacher. Teacher will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Teacher may not use paid sick leave or other paid leave time on such furlough days.
11. Pursuant to A.R.S. § 15-538.02, the Governing Board may dismiss a Teacher who holds a teaching intern certificate, an emergency teaching certificate or another type of nonstandard certificate that is valid for one (1) year or less that without complying with the requirements of A.R.S. §§ 15-537, 15-538, or 15-541. Such dismissal shall be effective ten (10) working days after delivery of the notice of dismissal to the Teacher.
12. The District may terminate this agreement as part of a reduction in force. In the event District exercises this option, Teacher shall be entitled to a one-time payment equivalent to five (5) days per diem, the payment of which sum will constitute full satisfaction of District's obligations to Teacher pursuant to this Contract.
13. Should Teacher believe there is a mistake in Teacher's salary resulting in Teacher receiving less than what Teacher would be entitled under the salary schedule, the Teacher shall have thirty (30) working days from initiating performance of duties under the Contract to notify District of mistake. If Teacher does not notify district within these thirty days, Teacher waives right

to additional amounts under current Contract. If the Teacher has received more money than the Teacher is entitled for work performed, the Teacher shall, at the District's option (a) immediately repay any amount erroneously paid to the Teacher or (b) allow the District to reduce future payments to the Teacher to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

- 14. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with this Contract as well as those contained in the Teacher's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Teacher recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.
- 15. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any nonappealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in immediate dismissal.
- 16. Teacher agrees to teach such grade, grades or subjects as the Teacher may be assigned to teach, and to perform such other duties as may be assigned. Teacher agrees to abide by and be subject to the District's policies, regulations and rules, as are in effect or may be amended during the term of this Contract.
- 17. This contract is conditional upon the school or other work location to which Teacher is assigned remaining open and in full operation for the entire term of this contract. In the event that, pursuant to court order, lack of appropriated or available funds, or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced District operations require suspension or reduction of the services of Teacher.
- 18. Pursuant to A.R.S. § 15-545, if Teacher resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Teacher to disciplinary action by the State Board of Education, up to and including suspension or revocation of the teaching certificate.
- 19. Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Teacher does not fulfill the obligations under this Contract. Teacher and District agree that these expenses, added to the negative impact to the students who will not have the stability of a single teacher are difficult to determine, and therefore that it is appropriate to assess an amount certain as liquidated damages. Teacher and District agree that the liquidated damages which may be assessed against Teacher for resigning, with Board approval, during the term of this Contract shall be in the amount of two thousand five hundred Dollars (\$2,500.00). Furthermore, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and Teacher shall be entitled to no portion of any funds. The District may withhold all or any part of these liquidated damages from any amount payable to the Teacher after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages.
- 20. If Teacher has retired with the Arizona State Retirement System and returned to work, teacher's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. § 38-766.01. Teacher shall not accrue credited service, retirement benefits or long term disability program benefits under either state law or by District policy.
- 21. Teacher shall be evaluated through the use of an evaluation system and instrument adopted and approved pursuant to A.R.S. §15-203(A)(38) and A.R.S. § 15-537. The parties acknowledge and agree that the District's evaluation system and instrument may be amended from time to time during the term of this Contract and that the Teacher's evaluation will not be used as a criteria for establishing compensation other than as required by law.
- 22. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.
- 23. This Contract is subject to cancellation pursuant to A.R.S. § 38-511.
- 24. Teacher shall not discriminate against any employee, student, parent, contractor or other member of the public because of that person's sex, race, religion, color, national origin, age or disability.
- 25. The entire agreement between the parties shall consist of this Contract, District's salary schedule, the District's Performance Pay Plan and such fringe benefits as the Governing Board approves for this fiscal year. Any subsequent amendment or addendum to this Contract must be in writing and signed by both parties.
- 26. Teachers who work less than twelve (12) months per year may be paid over twelve (12) months. This is called "annualized compensation." Annualized compensation gives you income during the summer months. Due to IRS regulations, you must make a written election to receive annualized compensation. Please initial your selection. ***If you fail to return this election before you begin work for the school year, the District will not annualize your compensation. Pay option may not be changed during the term of this contract***

Please initial your election: (all payment options are subject to start date)

\_\_\_\_\_ I elect annualized compensation; please annualize my compensation as follows:

- \_\_\_\_\_ **26 Pays:** 26 pays with balloon payment of balance of contract on last payment at end of contract term.
- \_\_\_\_\_ **Year-Round:** 26 year-round biweekly pays (final pay of the contract term received two weeks prior to the first pay of the new contract term)

\_\_\_\_\_ I do not elect annualized compensation

\_\_\_\_\_ **(23 equal payments while school is in session).**

27. This contract must be received by the District Office Human Resources Department within fifteen (15) business days from the date of the teacher’s receipt of the written contract or the offer is revoked. Receipt will be deemed to have occurred when the written contract is personally delivered, placed in the teacher’s school provided mailbox, including electronic mail, or two days after being placed in a United States postal service mailbox. If the contract is returned and includes terms in addition to the terms of contract offered by the board or is not returned within the fifteen (15) business days, under accordance with the provisions of A.R.S. §15-536 and/or A.R.S. §15-538.01, this Contract shall be null and void.

By signing this Contract, Teacher acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

\_\_\_\_\_  
**TEACHER’S SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**GOVERNING BOARD CLERK’S SIGNATURE**

\_\_\_\_\_  
**DATE**

| *\*Subject to ~~increase pending~~ employment and education verification*

## Glendale Elementary School District No. 40

7301 North 58<sup>th</sup> Avenue  
Glendale, Arizona 85301

### ADDENDUM TO CONTRACT Additional Services and Compensation

This document amends and modifies the Employment Contract (the "Contract") entered into between Glendale Elementary School District No. 40 of Maricopa County, Arizona, through its Governing Board (the "District") and **EMPLOYEE NAME** ("Employee"), effective for the ~~2019~~**2020-2020-2021** school year. The terms and conditions of that Contract that are not inconsistent with this Addendum are not modified or otherwise effected by this Addendum. This Addendum shall be effective so long as the Contract is effective and shall have no force or effect in the event that the Contract is terminated, cancelled or otherwise rendered null and void. The execution of this Addendum was authorized by the Governing Board pursuant to the Personnel Action Request form(s) attached hereto.

1. In addition to the duties described in the Contract, Employee shall provide the following services to the District:
  - Demonstrate and model scientifically based curriculum strategies.
  - Assist with the planning and implementation of site/district professional Development.
  - Assist teachers in lesson planning, data analysis, flexible grouping and integration of technology in content area.
  - Observe and collaborate with teachers; provide one-to-one feedback to teachers.
  - Interpret assessment data, both formal and informal, to drive instruction.
  - Collaborate with High School staff in order to implement the high school curriculum, where appropriate.
  - Work directly with Principals, District Office staff, teaching staff and professional development providers.
  - Assist in the process of curriculum alignment to the state standards and implementation of concepts at the building, grade and classroom level, utilizing district alignment structures and procedures.
  - Coordinate and monitor school support for new teachers.
  - Attend Achievement Advisor meetings.
  - Work collaboratively with and coordinate effort with district staff to promote success for ALL students.
  - Work an additional 20 days - \_\_\_\_\_
2. As additional consideration for the services described in this Addendum, the District promises to pay Employee the sum of **\$375.00 per day**.

This Addendum must be received by the District Office Human Resources Department within fifteen (15) business days from the date of the employee's receipt of the written contract or the offer is revoked. Receipt will be deemed to have occurred when the written contract is personally delivered, placed in the employee's school provided mailbox, including electronic mail, or two days after being placed in a United States postal service mailbox. If the contract is returned and includes terms in addition to the terms of contract offered by the board or is not returned within the (fifteen) 15 business days, under accordance with the provisions of A.R.S. §15-536 and/or A.R.S. §15-538.01, this Addendum shall be null and void.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

GLENDAL ELEMEN TARY SCHOOL DISTRICT GOVERNING BOARD:

By: \_\_\_\_\_  
Board Representative

\_\_\_\_\_  
Date Issued

## Glendale Elementary School District No. 40

7301 North 58<sup>th</sup> Avenue  
Glendale, Arizona 85301

### ADDENDUM TO CONTRACT Additional Services and Compensation TEACHER ON SPECIAL ASSIGNMENT

This document amends and modifies the Employment Contract (the "Contract") entered into between Glendale Elementary School District No. 40 of Maricopa County, Arizona, through its Governing Board (the "District") and **EMPLOYEE NAME** ("Employee"), effective for the ~~2019~~**2020-2020-2021** school year. The terms and conditions of that Contract that are not inconsistent with this Addendum are not modified or otherwise effected by this Addendum. This Addendum shall be effective so long as the Contract is effective and shall have no force or effect in the event that the Contract is terminated, cancelled or otherwise rendered null and void. The execution of this Addendum was authorized by the Governing Board pursuant to the Personnel Action Request form(s) attached hereto.

1. In addition to the duties described in the Contract, Employee shall provide the following services to the District:
  - Assists in the development, implementation, and evaluation of intervention programs that address the needs of at-risk students.
  - Assist with the planning and implementation of site/district professional Development.
  - Performs a variety of administrative duties to assist the Administration in managing the school.
  - Supervises students on campus before and after school; monitors students during lunch, recess, passing periods, and other activities.
  - Instructs students on appropriate behavior.
  - Makes recommendations for appropriate revisions of policies and rules effecting student behavior.
  - Work directly with Site Administrator, District Office staff, teaching staff and professional development providers.
  - Assumes duties of the Administrator in the absence of site administration.
2. As additional consideration for the services described in this Addendum, the District promises to pay Employee the sum of **\$AMOUNT.**

This Addendum must be received by the District Office Human Resources Department within fifteen (15) business days from the date of the employee's receipt of the written contract or the offer is revoked. Receipt will be deemed to have occurred when the written contract is personally delivered, placed in the employee's school provided mailbox, including electronic mail, or two days after being placed in a United States postal service mailbox. If the contract is returned and includes terms in addition to the terms of contract offered by the board or is not returned within the (fifteen) 15 business days, under accordance with the provisions of A.R.S. §15-536 and/or A.R.S. §15-538.01, this Addendum shall be null and void.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

GLENDAL ELEM ENTARY SCHOOL DISTRICT GOVERNING BOARD:

By: \_\_\_\_\_  
Board Representative

\_\_\_\_\_  
Date Issued

**Glendale Elementary School District No. 40**

7301 North 58<sup>th</sup> Avenue  
Glendale, Arizona 85301

**SPECIAL SERVICES**

This Contract is entered into by Glendale Elementary School District No. 40 ("District") and **EMPLOYEE NAME** ("Employee").

1. District agrees to employ Employee for ~~###~~ days during fiscal year ~~20192020-20202021~~, commencing on **START DATE** and ending on **END DATE**. The contract year for Employee shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Employee.
2. Employee agrees and promises that s/he shall maintain all certificates, endorsements and licenses necessary to perform the duties required, including but not limited to a certificate to perform duties requisite for Employee's assignment and a valid fingerprint clearance card as required by law. Employee's employment may be terminated if these conditions are not satisfied.
3. Employee understands and agrees that Employee is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s), license, and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Employee for work performed during such period and District may deduct any of that paid to Employee attributable to such period from any other monies owed to Employee by District.
4. District agrees to pay Employee a salary of **\$AMOUNT\***. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern. Employee acknowledges that behavior in violation of state or federal law and/or District policies to the extent that Employee is terminated or resigns in lieu of a recommendation that Employee be terminated shall, in and of itself, be deemed to be a failure of Employee to comply with the performance plan and, therefore, result in Employee being entitled to no portion of the performance pay. Employee shall also receive such fringe benefits as the Governing Board approves for this fiscal year.
5. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue owed by the State, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the ~~20192020-2020-2021~~ school year, Employee may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to Employee in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed. Employee must be currently employed by the District to receive any increase.
6. Employee acknowledges that any time after execution of this Contract, the Base Salary specified in Paragraph 4 may be reduced if any of the following occurs: 1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the ~~20192020-2020-2021~~ fiscal year is less or becomes less than that authorized at the beginning of the ~~20182019-2019-2020~~ fiscal year; 2) the District fails to receive during the ~~20192020-2020-2021~~ fiscal year funds in the amount initially budgeted for such year due to a transition to current year funding or otherwise; or 3) the District does not receive funds that, as of May 30, ~~20192020~~, the District anticipates receiving for use in the ~~20192020-2020-2021~~ fiscal year. The Employee shall be given not fewer than ten (10) calendar days notice of any reduction in Base Salary that occurs as a result of this paragraph.
7. District reserves the right, as part of a salary reduction pursuant to A.R.S. § 15-544, to decrease Employee's salary by furloughing Employee. Employee will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Employee may not use paid sick leave or other paid leave time on such furlough days.
8. The District may terminate this agreement as part of a reduction in force. In the event District exercises this option, Employee shall be entitled to a one-time payment equivalent to five (5) days per diem, the payment of which sum will constitute full satisfaction of District's obligations to Employee pursuant to this Contract.
9. Should Employee believe there is a mistake in Employee's salary resulting in Employee receiving less than what Employee would be entitled under the salary schedule, the Employee shall have thirty (30) working days from initiating performance of duties under the Contract to notify District of mistake. If Employee does not notify district within these thirty days, Employee waives right to additional amounts under current Contract. If the Employee has received more money than the Employee is entitled for work performed, the Employee shall, at the District's option (a) immediately repay any amount erroneously paid to the Employee or (b) allow the District to reduce future payments to the Employee to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.
10. Employee warrants the truth of all representations and statements made by Employee to District in connection with this Contract as well as those contained in the Employee's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Employee recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.
11. Pursuant to A.R.S. § 15-550, if Employee is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Employee shall immediately report the arrest or charge to Employee's supervisor. Failure to do so shall result in immediate dismissal.
12. Employee agrees to perform the assignments the Employee was hired to perform and to perform such other duties as may be assigned. Employee agrees to abide by and be subject to the District's policies, regulations and rules, as are in

effect or may be amended during the term of this Contract.

13. This contract is conditional upon the school or other work location to which Employee is assigned remaining open and in full operation for the entire term of this contract. In the event that, pursuant to court order, lack of appropriated or available funds, or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced District operations require suspension or reduction of the services of Employee and funds to pay Employee.
14. Employee recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Employee does not fulfill the obligations under this Contract. Employee and District agree that these expenses, added to the negative impact to the students who will not have the stability of a single Employee are difficult to determine, and therefore that it is appropriate to assess an amount certain as liquidated damages. Employee and District agree that the liquidated damages which may be assessed against Employee for resigning, with Board approval, during the term of this Contract shall be in the amount of two thousand five hundred Dollars (\$2,500.00). Furthermore, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and Employee shall be entitled to no portion of any funds. The District may withhold all or any part of these liquidated damages from any amount payable to the Employee after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages.
15. If Employee has retired with the Arizona State Retirement System, Employee acknowledges that the Employee shall not accrue credited service, retirement benefits or long-term disability program benefits pursuant to Article 2.1 of Title 38 or pursuant to District policy for the period the Employee returns to work.
16. Employee shall be evaluated through the use of an evaluation system and instrument adopted and approved pursuant to A.R.S. §§ 15-203(A)(38) and 15-537. The parties acknowledge and agree that the District's evaluation system and instrument may be amended from time to time during the term of this Contract.
17. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.
18. This Contract is subject to cancellation pursuant to A.R.S. § 38-511.
19. Employee shall not discriminate against any employee, student, parent, contractor or other member of the public because of that person's sex, race, religion, color, national origin, age or disability.
20. The entire agreement between the parties shall consist of this Contract, District's salary schedule, and such fringe benefits as the Governing Board approves for this fiscal year. Any subsequent amendment or an addendum to this Contract must be in writing and signed by both parties.
21. Employee must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued by the Governing Board, or thirty (30) days if issued to a school psychologist. Employee must return the Contract without any additions or deletions, or District's offer of employment shall be automatically revoked.
22. Employees who work less than twelve (12) months per year may be paid over twelve (12) months. This is called "annualized compensation." Annualized compensation gives you income during the summer months. Due to IRS regulations, you must make a written election to receive annualized compensation. Please initial your selection. ***If you fail to return this election before you begin work for the school year, the District will not annualize your compensation. Pay option may not be changed during the term of this contract***

Please initial your election: (all payment options are subject to start date)

\_\_\_\_\_ I elect annualized compensation; please annualize my compensation as follows:

\_\_\_\_\_ **26 Pays:** 26 pays with balloon payment of balance of contract on last payment at end of contract term.

\_\_\_\_\_ **Year-Round:** 26 year-round biweekly pays (final pay of the contract term received two weeks prior to the first pay of the new contract term)

\_\_\_\_\_ I do not elect annualized compensation

\_\_\_\_\_ **(23 equal payments while school is in session).**

By signing this Contract, Employee acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

\_\_\_\_\_  
**EMPLOYEE'S SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**GOVERNING BOARD CLERK'S SIGNATURE**

\_\_\_\_\_  
**DATE**

| **\*Subject to increase pending employment and education verification**



## CLASSIFIED OR CERTIFIED ADMINISTRATOR CONTRACT

This Agreement is entered into this **DAY** day of **MONTH, YEAR** between the Governing Board of Glendale Elementary School District No. 40, (hereinafter referred to as "Board"), and **EMPLOYEE NAME** (hereinafter referred to as "Administrator"), who represents that he/she has all credentials required by the laws of the State of Arizona and by the Board in order to qualify for the position of Administrator in the Glendale School District No. 40. It shall become effective when Administrator signs and returns it to the Assistant Superintendent of Human Resources, as the agent for the Board within thirty (30) days of its issuance.

### TERM OF EMPLOYMENT

T1. The Board agrees to employ Administrator for the term of **START DATE – END DATE**. Administrator shall be employed to work for a period of twelve months each fiscal year. (This is a total of ~~###~~ contract days).

T2. If Administrator is certified, then the Board shall provide notice of the Board's intention not to renew a contract on or before April 15<sup>th</sup>. Administrator has no legitimate expectancy of employment beyond the term indicated in Paragraph T1.

### DUTIES

D1. The duties and responsibilities of Administrator shall be those duties as may be assigned to the Administrator by the Superintendent. Administrator understands and agrees that there may be occasions requiring Administrator's presence outside of the regular duty hours and Administrator will be present and perform any assigned duties, any such duties being part of Administrator's obligations under this Contract in exchange for consideration.

D2. Administrator may be assigned to any particular building, location or department within the District at the discretion of the Superintendent and may likewise be transferred from one assignment or duties to another. Assignments or transfers shall take into account the best interests of the instructional program and the operation of the District as determined by the Superintendent.

D3. Administrator shall competently perform the duties of the assignment and will be subject to a performance evaluation. Administrator shall be governed during employment by federal and state laws, Board Policies, Administrative Regulations and rules and shall fulfill all the duties and responsibilities of the Administrator position or positions that may be assigned during the term of this Contract by the Superintendent and shall perform such duties at a professional level of competence as evaluated by the Superintendent.

### ADMINISTRATOR QUALIFICATIONS

Q1. Administrator represents that Administrator has obtained all required licenses and/or certification so as to fulfill the duties of the position to which Administrator has been assigned.

Q2. Administrator has provided fingerprints to the Arizona Department of Education and shall maintain throughout the term of this Contract a Fingerprint Clearance Card, on file with the District.

Q3. This Contract is conditioned on any licenses and/or certifications listed above being valid at the time that Administrator executes this Contract and continuing without interruption for the contract year, unless Administrator has written waiver executed by the Superintendent allowing Administrator to obtain the licenses and certificates at a latter specific date and maintaining same throughout the end of this Contract.

Q4. If newly hired, this offer of employment is conditioned upon receipt of a positive response regarding any background investigation/reference checks.

### COMPENSATION

C1. In consideration of performance of services pursuant to this Contract, the District agrees to pay Administrator, in addition to any fringe benefits provided by District Policy, the sum of **\$AMOUNT**. The compensation contained in this Paragraph C1 results from placement on the District Compensation schedule. Notwithstanding the foregoing, the sum listed in this Paragraph C1 may be modified in accordance with other provisions of this Contract. The annual salary shall be paid in equal installments in accordance with the Board Policy governing payment of wages.

C2. Administrator acknowledges that any time after execution of this Contract, the Base Salary specified in above may be reduced if any of the following occurs: 1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the ~~2019-2020-2020-2021~~ fiscal year is less or becomes less than that authorized at the beginning of the ~~2018-2019-2019-2020~~ fiscal year; 2) the District fails to receive during the ~~2019-2020-2020-2021~~ fiscal year funds in the amount initially budgeted for such year due to a transition to current year funding or otherwise; or 3) the District does not receive funds that, as of May 30, ~~2019-2020~~, the District anticipates receiving for use in the ~~2019-2020-2020-2021~~ fiscal year. The Administrator shall be given not fewer than ten (10) calendar days notice of any reduction in Base Salary that occurs as a result of this paragraph.

C3. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue owed by the State, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the ~~2019-2020-2020-2021~~ school year, Administrator may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to Administrator in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed. Administrator must be currently employed by the District to receive any increase.

C4. Administrator's Supervisor shall determine if Administrator has met the requirements to receive Performance Pay Plan payment(s), totaling an amount not to exceed **\$AMOUNT**.

C5. Administrator's salary is contingent upon final approval of the ~~2019-2020-2020-2021~~ budget as required by Arizona law (A.R.S. §15-905). The above salary is subject to the condition that funding to the District, as provided in the Arizona revised statutes or otherwise, is not reduced.

C6. District reserves the right, as part of a salary reduction, to decrease Administrator's salary by furloughing Administrator. Administrator will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Administrator may not use paid sick leave or other paid leave time on such furlough days.

C7. The District may terminate this agreement as part of a reduction in force. In the event District exercises this option, Administrator shall be entitled to a one-time payment equivalent to five (5) days per diem, the payment of which sum will constitute full satisfaction of District's obligations to Administrator pursuant to this Contract.

C8. This Contract is conditional upon the school or other work location to which Administrator is assigned remaining open and in full operation for the entire term of this Contract. In the event that, pursuant to court order, lack of appropriated or available funds, or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this Contract corresponding to the portion of the contract term that suspended or reduced District operations require suspension or reduction of the services of Administrator.

C9. Should Administrator believe there is a mistake in Administrator's salary resulting in Administrator receiving less than what Administrator would be entitled under the salary schedule, Administrator shall have thirty (30) working days from initiating performance of duties under the Contract to notify the District of mistake. If Administrator does not notify the District within these thirty (30) days, Administrator waives the right to have the salary corrected. If Administrator has received more money than Administrator is entitled for work performed, Administrator shall, at the District's option: (a) immediately repay any amount erroneously paid to the Administrator; or (b) allow the District to reduce future payments to Administrator to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

C10. If Administrator has retired with the Arizona State Retirement System and returned to work, Administrator acknowledges the Administrator shall not accrue credited service, retirement benefits or long-term disability program benefits pursuant to Article 2.1 or Title 38 or pursuant to any District Policy for the period the Administrator returns to work.

BENEFITS

B1. Administrator shall receive benefits in accordance with his/her employment status (i.e. part time, retired, ten month, or twelve month, certificated or support staff) and pursuant to the applicable Board Policies.

(a) If Administrator is a full time twelve-month employee and not yet retired, Administrator shall receive twenty (20) days of vacation annually, exclusive of legal holidays. Vacation shall be taken subject to the approval of the Superintendent. Vacation time may be accumulated, but may not exceed 20 working days in excess of the 20 days of annual allotted vacation. After the first year of employment, upon resignation or retirement, or non-renewal, Administrator shall be entitled to be paid for no more than 40 earned but unused vacation days.

(b) Twelve-month administrative employees shall receive 15 paid holidays each year. Administrators employed 10 or 10-1/2 months shall receive 9 paid holidays. Part time Administrators shall receive 5 paid holidays.

(c) Administrator shall be provided sick leave. Twelve-month Administrators shall accrue sick leave at a rate of 13 days annually. Ten or 10 ½ month Administrators will accrue sick leave at a rate of 11 days annually. Part time Administrators will accrue 5 days of sick leave annually.

(d). Daily rate of compensation shall be determined by dividing the annual base salary by the number of contract days.

B2. An Administrator employed at least thirty (30) hours or more will be eligible for the lowest cost medical/dental plan provided by District when Administrator qualifies for the insurance under the medical and dental plan. Said plan will be paid for by the District.

B3. If applicable based on Board Policy, life insurance shall be provided for Administrator that equates to two times Administrators annual salary.

B4. If applicable based upon Board Policy, the District shall provide Administrator with Long Term Disability Insurance. Administrators will receive 2/3 of monthly earnings, subject to a maximum amount of \$5,000.00 per month.

B5. Within budget, staffing and legal constraints, Administrator, upon approval by the Superintendent, shall be encouraged to attend appropriate professional meetings at the local, state and national levels. Cost of attendance, where approved in advance, shall be paid by the District.

B6. Administrator will be reimbursed for traveling done on behalf of the District in accordance with A.R.S. §15-342. Administrator will provide a personal vehicle to be used for professional business.

MISCELLANEOUS PROVISIONS

M1. Administrator affirms that all Administrator’s representations in this Contract, Administrator’s employment application and any other document or oral statement submitted to the District concerning qualifications, fitness for duty and representations about arrest and conviction record are true and accurate. In the case of newly hired Administrators, this Contract is subject to verification of previous experience, receipt of positive references and evaluation of official transcript and/or grade reports. The District may terminate this Contract if Administrator has misrepresented any of these items.

M2. Administrator represents and warrants that he or she has not committed or been convicted of molestation of a child, sexual conduct with a minor, child abuse or any other dangerous crime against children as defined in A.R.S. § 13-604.01 or any offense described in A.R.S. § 15-534(B). This Contract shall immediately terminate and Administrator shall be dismissed without any right to a hearing if Administrator is arrested for or charged with a non-appealable offence listed in A.R.S. § 41-1758(B) and fails to immediately report the arrest or charge to Administrator’s supervisor.

M3. To the extent appropriate for the occasion, the District may provide incidental food and beverages to Administrator at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

M4. This Contract is subject to cancellation pursuant to A.R.S. § 38-511.

M5. Administrator shall not discriminate against any employee, student, parent, contractor or other member of the public because of that person’s sex, race, religion, color, national origin, age or disability.

M6. The entire agreement between the parties shall consist of this Contract, District’s salary schedule, the District’s Performance Pay Plan and such fringe benefits as the Board approves for this fiscal year. Any subsequent amendment or addendum to this Contract must be in writing and signed by both parties.

M7. The execution of this Contract was authorized at a legally convened meeting of the Board held on **BOARD DATE**. This Contract cancels and supersedes all prior employment contracts between the parties and must be revised in writing.

M8. If this Contract is not returned to the District’s Human Resources Office within thirty (30) days from the date issued by the Board or includes terms in addition to those authorized by the Board, Administrator has not accepted employment with the District, and this Contract shall be null and void.

M9. Administrator shall be evaluated through the use of an evaluation system and instrument adopted and approved pursuant to A.R.S. § 15-203(A)(38). The parties acknowledge and agree that the District’s evaluation system and instrument may be amended from time to time during the term of this Contract.

M10. Administrator recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Administrator does not fulfill the obligations under this Contract. Administrator and District agree that these expenses, added to the negative impact to the students who will not have the stability of a single administrator are difficult to determine, and therefore that it is appropriate to assess an amount certain as liquidated damages. Administrator and District agree that the liquidated damages which may be assessed against Administrator for resigning, with Board approval, during the term of this Contract shall be in the amount of two thousand five hundred Dollars (\$2,500.00). Furthermore, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Performance Pay Plan, and Administrator shall be entitled to no portion of any funds. The District may withhold all or any part of these liquidated damages from any amount payable to the Administrator after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in the respective names and in the case of the Board Representative, on the day and year first written above.

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40

By \_\_\_\_\_  
Board Representative

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
Administrator

Date: \_\_\_\_\_

## CLASSIFIED OR CERTIFIED ADMINISTRATOR CONTRACT

This Agreement is entered into this **DAY** day of **MONTH, YEAR** between the Governing Board of Glendale Elementary School District No. 40, (hereinafter referred to as "Board"), and **EMPLOYEE NAME** (hereinafter referred to as "Administrator"), who represents that he/she has all credentials required by the laws of the State of Arizona and by the Board in order to qualify for the position of Administrator in the Glendale School District No. 40. It shall become effective when Administrator signs and returns it to the Assistant Superintendent of Human Resources, as the agent for the Board within thirty (30) days of its issuance.

### TERM OF EMPLOYMENT

T1. The Board agrees to employ Administrator for the term of **START DATE – END DATE**. Administrator shall be employed to work for a period of twelve months each fiscal year. (This is a total of **###** contract days).

T2. If Administrator is certified, then the Board shall provide notice of the Board's intention not to renew a contract on or before April 15<sup>th</sup>. Administrator has no legitimate expectancy of employment beyond the term indicated in Paragraph T1.

### DUTIES

D1. The duties and responsibilities of Administrator shall be those duties as may be assigned to the Administrator by the Superintendent. Administrator understands and agrees that there may be occasions requiring Administrator's presence outside of the regular duty hours and Administrator will be present and perform any assigned duties, any such duties being part of Administrator's obligations under this Contract in exchange for consideration.

D2. Administrator may be assigned to any particular building, location or department within the District at the discretion of the Superintendent and may likewise be transferred from one assignment or duties to another. Assignments or transfers shall take into account the best interests of the instructional program and the operation of the District as determined by the Superintendent.

D3. Administrator shall competently perform the duties of the assignment and will be subject to a performance evaluation. Administrator shall be governed during employment by federal and state laws, Board Policies, Administrative Regulations and rules and shall fulfill all the duties and responsibilities of the Administrator position or positions that may be assigned during the term of this Contract by the Superintendent and shall perform such duties at a professional level of competence as evaluated by the Superintendent.

### ADMINISTRATOR QUALIFICATIONS

Q1. Administrator represents that Administrator has obtained all required licenses and/or certification so as to fulfill the duties of the position to which Administrator has been assigned.

Q2. Administrator has provided fingerprints to the Arizona Department of Education and shall maintain throughout the term of this Contract a Fingerprint Clearance Card, on file with the District.

Q3. This Contract is conditioned on any licenses and/or certifications listed above being valid at the time that Administrator executes this Contract and continuing without interruption for the contract year, unless Administrator has written waiver executed by the Superintendent allowing Administrator to obtain the licenses and certificates at a latter specific date and maintaining same throughout the end of this Contract.

Q4. If newly hired, this offer of employment is conditioned upon receipt of a positive response regarding any background investigation/reference checks.

### COMPENSATION

C1. In consideration of performance of services pursuant to this Contract, the District agrees to pay Administrator, in addition to any fringe benefits provided by District Policy, the sum of **\$AMOUNT**. The compensation contained in this Paragraph C1 results from placement on the District Compensation schedule. Notwithstanding the foregoing, the sum listed in this Paragraph C1 may be modified in accordance with other provisions of this Contract. The annual salary shall be paid in equal installments in accordance with the Board Policy governing payment of wages.

C2. Administrator acknowledges that any time after execution of this Contract, the Base Salary specified in above may be reduced if any of the following occurs: 1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the ~~2019-2020-2020-2021~~ fiscal year is less or becomes less than that authorized at the beginning of the ~~2018-2019-2019-2020~~ fiscal year; 2) the District fails to receive during the ~~2019-2020-2020-2021~~ fiscal year funds in the amount initially budgeted for such year due to a transition to current year funding or otherwise; or 3) the District does not receive funds that, as of May 30, ~~2019-2020~~, the District anticipates receiving for use in the ~~2019-2020-2020-2021~~ fiscal year. The Administrator shall be given not fewer than ten (10) calendar days notice of any reduction in Base Salary that occurs as a result of this paragraph.

C3. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue owed by the State, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the ~~2019-2020-2020-2021~~ school year, Administrator may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to Administrator in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed. Administrator must be currently employed by the District to receive any increase.

C4. In addition to the annual base salary and any performance based pay, the District shall pay the sum of \$10,000 each year to a tax deferred plan or annuity, whether a 403(b) plan or a 457(b) plan maintained by the District or another tax deferred plan or annuity, that is designated by the Administrator before the beginning of the school year. If the payment is to a 403(b) plan or a 457(b) plan maintained by the District, the payment will be deemed to be an employer contribution to the maximum extent, if any, permitted thereunder for the year in which the payment is made, and the balance of the payment will be deemed to be an employee elective deferral pursuant to a salary reduction agreement. The Administrator acknowledges that the District may be required to withhold from the annual base salary an employee's FICA and Medicare taxes respecting the payment made by the District pursuant to this section. The Administrator acknowledges and agrees that neither the District nor any representative of the District has given or will give to the Administrator any legal or tax advice and that the Administrator is responsible for the tax consequences of the foregoing payments, including the election as to where the payment is to be made each year.

C5. Administrator's Supervisor shall determine if Administrator has met the requirements to receive Performance Pay Plan payment(s), totaling an amount not to exceed **\$AMOUNT**.

C6. Administrator's salary is contingent upon final approval of the ~~2019-2020-2020-2021~~ budget as required by Arizona law (A.R.S. §15-905). The above salary is subject to the condition that funding to the District, as provided in the Arizona revised statutes or otherwise, is not reduced.

C7. District reserves the right, as part of a salary reduction, to decrease Administrator's salary by furloughing Administrator. Administrator will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Administrator may not use paid sick leave or other paid leave time on such furlough days.

C8. The District may terminate this agreement as part of a reduction in force. In the event District exercises this option, Administrator shall be entitled to a one-time payment equivalent to five (5) days per diem, the payment of which sum will constitute full satisfaction of District's obligations to Administrator pursuant to this Contract.

C9. This Contract is conditional upon the school or other work location to which Administrator is assigned remaining open and in full operation for the entire term of this Contract. In the event that, pursuant to court order, lack of appropriated or available funds, or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this Contract corresponding to the portion of the contract term that suspended or reduced District operations require suspension or reduction of the services of Administrator.

C10. Should Administrator believe there is a mistake in Administrator's salary resulting in Administrator receiving less than what Administrator would be entitled under the salary schedule, Administrator shall have thirty (30) working days from initiating performance of duties under the Contract to notify the District of mistake. If Administrator does not notify the District within these thirty (30) days, Administrator waives the right to have the salary corrected. If Administrator has received more money than Administrator is entitled for work performed, Administrator shall, at the District's option: (a) immediately repay any amount erroneously paid to the Administrator; or (b) allow the District to reduce future payments to Administrator to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

C11. If Administrator has retired with the Arizona State Retirement System and returned to work, Administrator acknowledges that the Administrator shall not accrue credited service, retirement benefits or long-term disability program benefits pursuant to Article 2.1 or Title 38 or pursuant to any District Policy for the period the Administrator returns to work.

BENEFITS

- B1. Administrator shall receive benefits in accordance with his/her employment status (i.e. part time, retired, ten month, or twelve month, certificated or support staff) and pursuant to the applicable Board Policies.
- (a) If Administrator is a full time twelve-month employee and not yet retired, Administrator shall receive twenty (20) days of vacation annually, exclusive of legal holidays. Vacation shall be taken subject to the approval of the Superintendent. Vacation time may be accumulated, but may not exceed 20 working days in excess of the 20 days of annual allotted vacation. After the first year of employment, upon resignation or retirement, or non-renewal, Administrator shall be entitled to be paid for no more than 40 earned but unused vacation days.
- (b) Twelve-month administrative employees shall receive 15 paid holidays each year. Administrators employed 10 or 10-1/2 months shall receive 9 paid holidays. Part time Administrators shall receive 5 paid holidays.
- (c) Administrator shall be provided sick leave. Twelve-month Administrators shall accrue sick leave at a rate of 13 days annually. Ten or 10 ½ month Administrators will accrue sick leave at a rate of 11 days annually. Part time Administrators will accrue 5 days of sick leave annually.
- (d). Daily rate of compensation shall be determined by dividing the annual base salary by the number of contract days.
- B2. An Administrator employed at least thirty (30) hours or more will be eligible for the lowest cost medical/dental plan provided by District when Administrator qualifies for the insurance under the medical and dental plan. Said plan will be paid for by the District.
- B3. If applicable based on Board Policy, life insurance shall be provided for Administrator that equates to two times Administrators annual salary.
- B4. If applicable based upon Board Policy, the District shall provide Administrator with Long Term Disability Insurance. Administrators will receive 2/3 of monthly earnings, subject to a maximum amount of \$5,000.00 per month.
- B5. Within budget, staffing and legal constraints, Administrator, upon approval by the Superintendent, shall be encouraged to attend appropriate professional meetings at the local, state and national levels. Cost of attendance, where approved in advance, shall be paid by the District.
- B6. Administrator will be reimbursed for traveling done on behalf of the District in accordance with A.R.S. §15-342. Administrator will provide a personal vehicle to be used for professional business. Administrator shall have use of a District owned cellular telephone for professional business purposes only.

MISCELLANEOUS PROVISIONS

- M1. Administrator affirms that all Administrator's representations in this Contract, Administrator's employment application and any other document or oral statement submitted to the District concerning qualifications, fitness for duty and representations about arrest and conviction record are true and accurate. In the case of newly hired Administrators, this Contract is subject to verification of previous experience, receipt of positive references and evaluation of official transcript and/or grade reports. The District may terminate this Contract if Administrator has misrepresented any of these items.
- M2. Administrator represents and warrants that he or she has not committed or been convicted of molestation of a child, sexual conduct with a minor, child abuse or any other dangerous crime against children as defined in A.R.S. § 13-604.01 or any offense described in A.R.S. § 15-534(B). This Contract shall immediately terminate and Administrator shall be dismissed without any right to a hearing if Administrator is arrested for or charged with a non-appealable offence listed in A.R.S. § 41-1758(B) and fails to immediately report the arrest or charge to Administrator's supervisor.
- M3. To the extent appropriate for the occasion, the District may provide incidental food and beverages to Administrator at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.
- M4. This Contract is subject to cancellation pursuant to A.R.S. § 38-511.
- M5. Administrator shall not discriminate against any employee, student, parent, contractor or other member of the public because of that person's sex, race, religion, color, national origin, age or disability.
- M6. The entire agreement between the parties shall consist of this Contract, District's salary schedule, the District's Performance Pay Plan and such fringe benefits as the Board approves for this fiscal year. Any subsequent amendment or addendum to this Contract must be in writing and signed by both parties.
- M7. The execution of this Contract was authorized at a legally convened meeting of the Board held on **BOARD DATE**. This Contract cancels and supersedes all prior employment contracts between the parties and must be revised in writing.
- M8. If this Contract is not returned to the District's Human Resources Office within thirty (30) days from the date issued by the Board or includes terms in addition to those authorized by the Board, Administrator has not accepted employment with the District, and this Contract shall be null and void.
- M9. Administrator shall be evaluated through the use of an evaluation system and instrument adopted and approved pursuant to A.R.S. § 15-203(A)(38). The parties acknowledge and agree that the District's evaluation system and instrument may be amended from time to time during the term of this Contract.
- M10. Administrator recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Administrator does not fulfill the obligations under this Contract. Administrator and District agree that these expenses, added to the negative impact to the students who will not have the stability of a single administrator are difficult to determine, and therefore that it is appropriate to assess an amount certain as liquidated damages. Administrator and District agree that the liquidated damages which may be assessed against Administrator for resigning, with Board approval, during the term of this Contract shall be in the amount of two thousand five hundred Dollars (\$2,500.00). Furthermore, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Performance Pay Plan, and Administrator shall be entitled to no portion of any funds. The District may withhold all or any part of these liquidated damages from any amount payable to the Administrator after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in the respective names and in the case of the Board Representative, on the day and year first written above.

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40

By \_\_\_\_\_  
Board Representative

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
Administrator

Date: \_\_\_\_\_



Glendale Elementary School District No. 40  
7301 North 58<sup>th</sup> Avenue  
Glendale, AZ 85301

**NOTICE OF INDEFINITE TERM APPOINTMENT**

NAME: «First\_Name» «Last\_Name»  
GRADE: «Row\_Head»  
HOURS PER DAY: «Hours\_Per\_Day»  
HOURLY RATE: «Rate\_Merge»

You are hereby notified that the Glendale Elementary School District No. 40 intends to employ you for the position of «Description», beginning «StartDate», at the rate of «Rate\_Merge» per hour, in addition to any fringe benefits provided by District Policy. The wage and hour information included in this notice of appointment is used for budget and payroll purposes only and does not create a contract.

Your employment is "at will" and may be terminated by the District, or by you, with or without cause. Termination shall become effective upon Board action. No legitimate expectation of continued employment is created by this notice of appointment, understandings with the District or its agents, interpretations of Board policies, salary/compensation schedules, job descriptions or documents generated by the District. You are expected to comply with the District's policies, regulations and rules while you are employed.

This appointment is contingent upon final approval of the ~~2019~~2020-2020-2021 budget as required by Arizona Law (A.R.S. § 15-905). The above wage is subject to the condition that funding to the District, as provided in the Arizona Revised Statutes or otherwise, is not reduced. In the event of a budget shortfall the Governing Board may, in its discretion, reduce wages (although not below the minimum wage), reduce hours, or reduce the number of staff.

You shall not discriminate against any employee, student, parent, contractor or other individual with whom you come in contact while working for the District because of that person's sex, race, religion, color, national origin, age or disability.

This appointment is subject to cancellation pursuant to A.R.S. § 38-511.

This offer of appointment is contingent upon the following:

- a. Possession of a valid fingerprint clearance card issued pursuant to title 41, chapter 12, article 3.1 or provide proof of compliance with A.R.S. § 15-512(D) and A.R.S. § 15-534(A)(2);
- b. Absence of any charge or conviction of any dangerous crime against children as defined in A.R.S. § 13-604.01 or A.R.S. § 15-512, and agreement to notify immediately the Superintendent of any such criminal charge or conviction which has occurred prior to or occurs during your employment;
- c. Completion of a satisfactory background investigation, reference checks and verification of previous experience;
- d. Satisfactory clearance through the federal E-Verify program;
- e. A valid driver's license and/or a CDL, if driving is required as part of your position description. The District shall be entitled to review your driving record periodically with the Arizona Department of Motor Vehicles; and
- f. Possession of any certificates, endorsements, or licenses requisite for the position.

In addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate you for work performed during any period when such contingencies have not been met and the District may deduct amounts paid to you attributable to such period from any other monies owed to you by the District.

To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-service and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

If the notice of appointment is not returned to the District's Human Resources Office within **ten (10) days** from the date issued by the Governing Board or includes terms in addition to those authorized by the Governing Board, the undersigned has not accepted employment with the District, and this appointment shall be null and void.

By \_\_\_\_\_  
Governing Board Clerk

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

Date: \_\_\_\_\_

## CLASSIFIED TERM CERTAIN APPOINTMENT – EXEMPT

This Classified Term Certain Appointment ("Appointment") is between Glendale Elementary School District No. 40 ("District"), by and through its Governing Board, and **EMPLOYEE NAME**. It shall become effective only if Employee signs and returns it to the Personnel Department, as the agent for the Governing Board within **ten (10) days** of its issuance. District and Employee agree as follows:

### TERM OF EMPLOYMENT

T1. The Board agrees to employ the Employee for the term of **START DATE – END DATE**. The Employee shall be employed to work for a period of twelve months each fiscal year. (This is a total of **###** contract days).

### DUTIES

D1. The duties and responsibilities of Employee shall be those duties as may be assigned to the Employee by the Superintendent. Employee understands and agrees that there may be occasions requiring Employee's presence outside of the regular duty hours and Employee will be present and perform any assigned duties, any such duties being part of Employee's obligations under this Appointment in exchange for consideration.

D2. Employee may be assigned to any particular building, location or department within the District at the discretion of the Superintendent and may likewise be transferred from one assignment or duties to another. Assignments or transfers shall take into account the best interests of the instructional program and the operation of the District as determined by the Superintendent.

D3. Employee shall competently perform the duties of the assignment and will be subject to a performance evaluation. Employee shall be governed during employment by federal and state laws, Board Policies, Administrative Regulations and rules and shall fulfill all the duties and responsibilities of the Employee position or positions that may be assigned during the term of this Appointment by the Superintendent and shall perform such duties at a professional level of competence as evaluated by the Superintendent.

### EMPLOYEE QUALIFICATIONS

Q1. Employee represents that Employee has obtained all required licenses and/or certification, if any, so as to fulfill the duties of the position to which Employee has been assigned.

Q2. Employee has provided fingerprints to the Arizona Department of Education and shall maintain throughout the term of this Appointment a Fingerprint Clearance Card, on file with the District, unless the Employee's certification status does not presently require fingerprinting or a clearance card.

Q3. This Appointment is conditioned on any licenses and/or certifications listed above being valid at the time that Employee executes this Appointment and continuing without interruption for the Appointment year, unless Employee has written waiver executed by the Superintendent allowing Employee to obtain the licenses and certificates at a latter specific date and maintaining same throughout the end of this Appointment.

Q4. If newly hired, this offer of employment is conditioned upon receipt of a positive response regarding any background investigation/reference checks.

### COMPENSATION

C1. In consideration of performance of services pursuant to this Appointment, the District agrees to pay Employee, in addition to any fringe benefits provided by District policy, a salary amount of **\$AMOUNT**. The compensation contained in this Paragraph C1 results from placement on the District Compensation schedule. Notwithstanding the foregoing, the sum listed in this Paragraph C1 may be modified in accordance with other provisions of this Appointment. Wages shall be paid in equal installments in accordance with the Board Policy governing payment of wages.

C2. Employee acknowledges that any time after execution of this Contract, the salary specified in the above paragraph may be reduced if any of the following occurs: 1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the ~~20192020-2020-2021~~ fiscal year is less or becomes less than that authorized at the beginning of the ~~20182019-2019-2020~~ fiscal year; 2) the District fails to receive during the ~~20192020-2020-2021~~ fiscal year funds in the amount initially budgeted for such year due to a transition to current year funding or otherwise; or 3) the District does not receive funds that, as of May 30, ~~20192020~~, the District anticipates receiving for use in the ~~20192020-2020-2021~~ fiscal year. The Employee shall be given not fewer than ten (10) calendar days notice of any reduction in Base Salary that occurs as a result of this paragraph.

C3. The District may terminate this agreement as part of a reduction in force. In the event District exercises this option, Employee shall be entitled to a one-time payment equivalent to five (5) days per diem, the payment of which sum will constitute full satisfaction of District's obligations to Employee pursuant to this Contract.

C4. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue owed by the State, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the ~~20192020-2020-2021~~ school year, Employee may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to Employee in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed. Employee must be currently employed by the District to receive any increase.

C5. Employee's salary is contingent upon final approval of the ~~20192020-2020-2021~~ budget as required by Arizona law (A.R.S. §15-905). The above salary is subject to the condition that funding to the District, as provided in the Arizona revised statutes or otherwise, is not reduced.

C6. District reserves the right, as part of a salary reduction, to decrease Employee's compensation by furloughing Employee. Employee will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Employee may not use paid sick leave or other paid leave time on such furlough days.

C7. This Appointment is conditional upon the school or other work location to which Employee is assigned remaining open and in full operation for the entire term of this Appointment. In the event that, pursuant to court order, lack of appropriated or available funds, or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full Appointment term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this Appointment corresponding to the portion of the Appointment term that suspended or reduced District operations require suspension or reduction of the services of Employee.

C8. Should Employee believe there is a mistake in Employee's salary resulting in Employee receiving less than what Employee would be entitled under the compensation schedule, Employee shall have thirty (30) working days from initiating performance of duties under the Appointment to notify the District of mistake. If Employee does not notify the District within these thirty (30) days, Employee waives right to have the salary corrected. If Employee has received more money than Employee is entitled for work performed, Employee shall, at the District's option: (a) immediately repay any amount erroneously paid to Employee; or (b) allow the District to reduce future payments to Employee to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

C9. If Employee has retired with the Arizona State Retirement System and returned to work, Employee acknowledges that the Employee shall not accrue credited service, retirement benefits or long-term disability program benefits pursuant to Article 2.1 or Title 38 or pursuant to any District policy for the period the Employee returns to work.

TERMINATION

- T1. Employee may not resign effective prior to the conclusion of the final duty day, unless the resignation is first approved by the Governing Board.
- T2. The District may terminate Employee for cause, including but not limited to, a material breach of this Appointment, unprofessional conduct, conduct in violation of law, District Policy, Administrative regulations or rules.
- T3. The District may elect not to renew the term of employment. Employee has no legitimate expectancy of continued employment beyond the term of this Appointment and District shall not be required to provide reason or cause for such decision. The District shall not be obligated to justify a decision to non-renew in any procedural hearing or other devices.
- T4. Employee recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that the Employee does not fulfill his/her obligations under the Appointment. In the event that the Employee fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this appointment, Employee agrees to pay the District the amount of Two Thousand, Five Hundred Dollars (\$2,500.00) as liquidated damages, and not as a penalty. The Governing Board may waive this payment if the Employee's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the Employee after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Employee shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

MISCELLANEOUS PROVISIONS

- M1. Employee affirms that all Employee's representations in this Appointment, Employee's employment application and any other document or oral statement submitted to the District concerning qualifications, fitness for duty and representations about arrest and conviction record are true and accurate. In the case of newly hired Employees, this Appointment is subject to verification of previous experience, receipt of positive references and evaluation of official transcript and/or grade reports. The District may terminate this Appointment if Employee has misrepresented any of these items.
- M2. Employee represents and warrants that he or she has not committed or been convicted of molestation of a child, sexual conduct with a minor, child abuse or any other dangerous crime against children as defined in A.R.S. § 13-604.01 or any offense described in A.R.S. § 15-534(B). This Appointment shall immediately terminate and Employee shall be dismissed without any right to a hearing if Employee is arrested for or charged with a non-appealable offence listed in A.R.S. § 41-1758(B) and fails to immediately report the arrest or charge to Employee's supervisor.
- M3. To the extent appropriate for the occasion, the District may provide incidental food and beverages to Employee at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.
- M4. This Appointment is subject to cancellation pursuant to A.R.S. § 38-511.
- M5. Employee shall not discriminate against any employee, student, parent, contractor or other member of the public because of that person's sex, race, religion, color, national origin, age or disability.
- M6. The entire agreement between the parties shall consist of this Appointment, District's salary schedule, and such fringe benefits as the Board approves for this fiscal year. Any subsequent amendment or addendum to this Appointment must be in writing and signed by both parties.
- M7. The execution of this Appointment was authorized at a legally convened meeting of the Board held on **BOARD DATE**. This Appointment cancels and supersedes all prior employment Appointments between the parties and must be revised in writing.
- M8. If this Appointment is not returned to the District's Human Resources Office within **ten (10) days** from the date issued by the Board or includes terms in addition to those authorized by the Board, Employee has not accepted employment with the District, and this Appointment shall be null and void.

Glendale Elementary School District No. 40

By \_\_\_\_\_ Date Issued: \_\_\_\_\_  
Board Clerk

\_\_\_\_\_ Date: \_\_\_\_\_  
Employee

GLENDAL ELEMNTARY SCHOOL DISTRICT

**INFORMATIONAL AGENDA ITEM**

AGENDA NO: 7.A. TOPIC: Future Meetings

SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent

RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent

DATE ASSIGNED FOR CONSIDERATION: January 23, 2020

Board Meetings dates for the 2019-2020 school year are listed below with the agenda topics anticipated for each meeting. Routine items, i.e., vouchers, personnel reports, travel, etc., are not included in the list.

February 6	Strategic Plan Presentation Board Goals Discussion Certified Contract Renewals
February 20	Special Meeting
March 5	Meet and Confer/Salary Recommendations Extra Duty Pay Schedule Administrative Contract Renewals NSBA Conference Sessions
March 26	Special Meeting
April 9	Board Meeting Schedule Classified Employment Renewals Medical, Dental, Vision, Life, Mid-Term and Short-Term Disability Insurance Pay for Performance Plan ASBA Political Agenda Submissions NSBA Debrief
April 23	Special Meeting
May 14	Authorized Signatories Budget Revision Call for Election Renewal of Sole Source, Cooperative, and Purchasing Contracts Facsimile Signatures Salary Tables, Fringe Benefits and Extra Duty Stipends
May 28	Special Meeting
June 11	Strategic Plan Update/Discussion Employee Garnishments Student Activity Treasurer Execution of Vouchers Workers Compensation, Property, Casualty and Liability Insurance Claims Service Agreement Authorization to Settle Claims Evaluation Handbooks
June 25	Superintendent's 2020-2021 Performance Pay Criteria Superintendent Evaluation Instrument Principal and Teacher Evaluation Ratings Proposed Expenditure Budget State Assessment Data Extracurricular Fee Schedule SFB Capital Plan Facility Use Fee Schedule and Agreement

**Agenda Item Requests Tracking:**

<b>Agenda Item</b>	<b>Date of Board Request</b>	<b>Board Member Making Request</b>	<b>Date Placed on Agenda</b>	<b>Action Taken</b>
Salary Schedule Study Session	5/9/19	Sara Smith		Request withdrawn
Procurement Process Study Session	7/11/19	Jamie Aldama		Request withdrawn
Sick Leave Buy Back Policy Study Session	8/22/19	Mary Ann Wilson		Information provided in Board Update 9.20.19
SmartSchools Detailed Report on Costs/Savings	9/12/19	Jamie Aldama		Information provided in Board Update 9.20.19
Census Resolution	9/12/19	Brenda Bartels	10/14/19	Resolution Adopted
Superintendent's Evaluation Instrument	10/14/19	Sara Smith		Added to June 25 upcoming agenda items list
Staff Resignation Data	1/9/20	Monica Pimentel		