

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
2200 Havasupai Blvd.
Lake Havasu City, AZ 86403

GOVERNING BOARD MEETING

Wednesday, March 31, 2021

SPECIAL SESSION

4:00 p.m.

**Lake Havasu High School
Performing Arts Center
2675 Palo Verde Blvd. S
Lake Havasu City, Arizona.**

Governing Board Members

John Masden, President
Dr. Eric Aurand, Vice President
Lisa Roman, Member
Archana Aliyar, Member
Kyle Neidermann, Member

Administrators

Dr. Rebecca Stone, Superintendent
Aggie Wolter, Director of Special Services
Michael Murray, Director of Business Services
Jaime Festa-Daigle, Director of Personnel/Technology



**Scholarship
Character
Humanity**

NEWS RELEASE

Please Post

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1 2200 Havasupai Blvd., Lake Havasu City, AZ 86403

Agenda and information in the packet could change up to 24 hours prior to the board meeting. Until further notice we will be enforcing AZDHS Emergency Measure 2020-04 including but not limited to mask use and appropriate physical distancing. Meeting can be viewed live at www.lhusd.org/boardvideos.

For Immediate Release
March 29, 2021

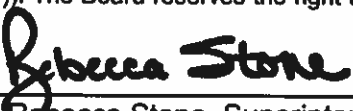
For Information Contact:
Terry Fleming 505-6925

NOTICE OF PUBLIC MEETING OF THE GOVERNING BOARD OF LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1

Pursuant to A.R.S. § 38-431.02 notice is hereby given to the members of the Governing Board of Lake Havasu Unified School District No. 1 and to the general public that the Governing Board of Lake Havasu Unified School District No. 1 will hold a special meeting on **Wednesday, March 31, 2021, beginning at 4:00 p.m. at the Lake Havasu High School Performing Arts Center, 2675 Palo Verde Blvd. S, Lake Havasu City, Arizona.**

When necessary, the Board may go into Executive Session intermittently throughout the meeting, which will not be open to the public, for discussion and consultation for legal advice regarding any of the agenda items (A.R.S. 38-431.03(A)(3)). The Board may also vote to go into Executive Session to discuss personnel matters (A.R.S. 38-431.03(A)(1)), records exempt by law from public inspection (A.R.S. 38-431.03(A)(2)), or for legal advice and consultation regarding pending or contemplated litigation (A.R.S. 38-431.03(A)(4)). The Board reserves the right to change the order of items on the Agenda and to call matters in random order.

Agent of the Governing Board


Dr. Rebecca Stone, Superintendent

AGENDA

SPECIAL BOARD MEETING

- | | |
|--|---------------------------|
| | 4:00 p.m. |
| 1. Routine Opening of Meeting – Call to Order | President |
| 1.1 Moment of Silent Prayer or Reflection | |
| 1.2 Roll Call | |
| 1.3 Pledge of Allegiance | |
| 2. Review and Accept Agenda for this Session | President |
| 3. Action Items | |
| 3.1 Approval to Appoint Smoketree Elementary School Principal | Stone |
| 3.2 Approval to Appoint Director of Student Achievement | Stone |
| 3.3 Approval of Compensation Package for 2021-22 | Murray/Stone/Festa-Daigle |
| 3.4 Approval of Certified/Administrative/Supervisor Staff for 2021-22,
Staff Moving from Non-Continuing to Continuing Status in
2021-22, and 2021-22 Certified Contracts | Festa-Daigle |
| 3.5 Approval of Support Staff for 2021-22 and 2021-22 Support Staff
Contracts/Notice of At-Will Employment | Festa-Daigle |
| 3.6 Approval of District Provided Retiree Insurance Benefit
Subsidy and Phased Subsidy Reduction Plan | Murray/Stone/Festa-Daigle |
| 4. Announcements - Regarding future meeting dates and other information concerning LHUSD. | |
| 5. Adjournment | President |

NEXT SCHEDULED REGULAR MEETING
OF THE GOVERNING BOARD

Tuesday, April 13, 2021 6:00 p.m.
Lake Havasu High School Performing Arts Center
2675 Palo Verde Blvd. S, Lake Havasu City, AZ

Members of the Lake Havasu Unified School District Governing Board will attend either in person or by technological devices such as speakerphone, internet, or other device.

The Lake Havasu Unified School District # 1 endeavors to ensure accessibility of all its programs, facilities and services to all persons with disabilities. If you need a reasonable accommodation, please contact Terry Fleming, at 505-6925, as early as possible to arrange the accommodation.

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL TO APPOINT THE PRINCIPAL OF SMOKETREE
ELEMENTARY SCHOOL

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: March 31, 2021

RECOMMENDATION:

A recommendation to the Governing Board to appoint the new Principal of Smoketree Elementary School will be made at the March 31, 2021 Special Session.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL TO APPOINT THE DIRECTOR OF STUDENT
ACHIEVEMENT

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: March 31, 2021

RECOMMENDATION:

A recommendation to the Governing Board to appoint the new Director of Student Achievement will be made at the March 31, 2021 Special Session.

Approved for Transmittal to Governing Board



Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM**TOPIC:** APPROVAL OF COMPENSATION PACKAGE FOR 2021-22**SUBMITTED BY:** Rebecca Stone, Superintendent
Michael Murray, Director of Business Services
Jaime Festa-Daigle, Director of Personnel/Technology**DATE FOR BOARD CONSIDERATION:** March 31, 2021**RECOMMENDATION:**

It is recommended the Governing Board approve the compensation package for 2021-2022.

RATIONALE:

This compensation proposal for 2021-2022 provides the following:

Salary-

- A base salary increase of \$1,000 for certified staff working 188-225 days
- A base salary increase of \$1,200 for certified staff working 226-261 days
- An hourly increase of \$0.40 for classified staff
- A one-time Cost of Living Adjustment (COLA) of 4.5% for all employees paid by two separate checks on two dates established during the 2021-22 fiscal year

Benefits-

- District paid annual medical benefit premiums will increase from \$9417.96 to approx. \$9575.88. An EPO and High Deductible Health Plan (HDHP) are available to employees and their qualified dependents. If an employee elects the HDHP, the district will contribute \$694.80 to the employee's Health Savings Account (HSA).

Athletic Fees-

- Maintain current athletic participation fees

Additional compensation includes Classroom Site Funds (Prop 301 Funds):

- Continue to fund Classroom Site Funds per legal guidelines
- Fund 13 - \$106.25 per 301 eligible employee per month to continue to supplement insurance premium
- Funds remaining after allocations become part of the overall carryover for the district's respective Classroom Site Fund categories to be used in the next fiscal year for the benefit of all current, 301 eligible certified staff

Salary and Benefit proposals were discussed through a district budget committee comprised of administrators, certified and classified staff, as well as appointed Governing Board members. The committee met on February 24th, March 3rd, and March 10th.

The backup to this item was provided to Governing Board members prior to the March 31, 2021 meeting.

Approved for Transmittal to Governing Board



 Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF CERTIFIED/ADMINISTRATIVE/SUPERVISOR STAFF FOR 2020-21, STAFF MOVING FROM NON-CONTINUING TO CONTINUING STATUS IN 2020-21, AND 2020-21 CERTIFIED CONTRACTS

SUBMITTED BY: Jaime Festa-Daigle, Director, Personnel/Technology

DATE FOR BOARD CONSIDERATION: April 13, 2021

RECOMMENDATION:

1. It is recommended that the Governing Board approve employment for the 21-22 school year for the following Certified, Administrative, and Supervisor staff:
 - o Teachers
 - o Counselors
 - o Speech Therapists
 - o Speech Technician
 - o Psychologists
 - o Directors
 - o Administrators
 - o Coordinators
2. It is recommended that the Governing Board approve the staff moving from non-continuing status to continuing status in the 2021-22 school year.
3. It is recommended that the Governing Board approve the 2021-22 teacher contract. There have been no changes from 2020-21.

Approved for Transmittal to Governing Board


Superintendent

CERTIFIED 2021-22

LAST NAME	FIRST NAME	POSITION
ABARQUEZ	MARY JOAN	Teacher
AINSWORTH	DEANNA	Counselor
AISPURO	TERESA	Teacher
ALEXANDER	CAROLYN	Sped PreK Coordinator
ALLEN	ANDREA	Teacher
ALLOR	SHANNON	Teacher
AMENT	KAYCIE	Teacher
ANDERSON	ARTHUR	Teacher
ANDERSON	CHELSEA	Teacher
ANDERSON	EUGENIA	Teacher
ANDERSON	MARNETTA	Teacher
ATKINSON	KATHRYN	Teacher
BAEHR	AMANDA	Teacher
BAILEY-BAGBY	CATHLEEN	Teacher
BAKER	KASEY	Teacher
BAKER	SEAN	Supervisor
BALBONI	GINGER	Teacher
BALSAMO	CORINA	Teacher
BANGSUND	KEVIN	Teacher
BARGOS	JENNIFER	Teacher
BARKETT	DIANNA	Teacher
BARNEY	AMY	Assistant Principal
BARNEY	PATRICK	Teacher
BAUTISTA	KAYA	Teacher
BECKER	MARSHA	CTE Coordinator
BECKER	SCOTT	Principal
BERRY	TIFFANY	Teacher
BEST	SAGE	Teacher
BIASIUCCI	JODI	Teacher
BITTERMAN	BRETT	Principal
BITTERMAN	LINDSAY	Principal
BIXBY	PAMELA	Teacher
BLACK	JENNIFER	Assistant Principal
BLAIR	DEANNA	Teacher
BLAKE	DUSTIN	Teacher
BOGUSZ	RAYMOND	Teacher
BOLDEN	GERARD	Teacher
BONSANG	CHRISTINA	Teacher
BRANCH	LEAH	Teacher
BRANCHIK	ANDREW	Teacher
BRAVATA	GINA	Teacher
BRIDWELL	MARISSA	Teacher
BRIDWELL	SUE	Teacher
BRINDIS	SAMUEL	Teacher
BROOKOVER	DEVIN	Teacher

CERTIFIED 2021-22

LAST NAME	FIRST NAME	POSITION
BROWN	NICOLE	Teacher
BRUECKNER	GREGORY	Teacher
BUCHHOLZ	CHRISTY	Teacher
BUDDEN	MICHELLE	Interventionist
BUNNELL	REBECCA	Teacher
BURGER	ROGER	Principal
BURKE	MICHELLE	Teacher
BYERLEY	ASHLEE	Teacher
CAIN	VIRGINIA	Teacher
CARTER	SAMANTHA	Teacher
CARTRIGHT	MARIA	Teacher
CARVAJAL	ILLA	Teacher
CASEY	JOSEPH	Teacher
CATERINA	STEPHANIE	Teacher
CHAMPION-EARLYWINE	LOLITA	Teacher
CHANDLER	SARA	Counselor
CHARETTE	BENOIT	Teacher
CHARETTE	RACHEL	Teacher
CHASE	STEFANI	Teacher
CIPRES	RENE	Teacher
CLARK	ALEXIS	Information Management
CLIFFORD	BRIAN	Teacher
COLE	JOLEEN	Teacher
COLLINS	ADAM	Teacher
COMBS-TORRECILLAS	DONNA	Interventionist
COOLEY	APRYL	Teacher
CORNELL	TAMARA	Teacher
COTA	ATHENA	Teacher
CROSS	TERESA	Teacher On Assignment
DANAN	MIDELLE	Teacher
DANIELS	SARA	Teacher
DARNELL	GERALD	Teacher
DARNELL	SARA	Teacher
DEITCH	KATHERYN	Teacher
DEPUYDT	AMY	Teacher
DEUSTERMAN	MICHELLE	Teacher
DICKINSON	GIULIA	Teacher
DIDION	SARAH	Teacher
DIONNE	GRETCHEN	Teacher
DONAHUE	KRISTY	Teacher
DONOGHUE	KATHLEEN	Teacher
DUNBAR	MONICA	Teacher
DUNBAR	ZACHARY	Teacher
EBERLING	JENNIFER	Teacher
ELWELL	DENISE	Teacher

CERTIFIED 2021-22

LAST NAME	FIRST NAME	POSITION
ENGSTROM	KASANDRA	Teacher
FALLIS	JASON	Teacher
FALZON	SUSAN	Teacher
FESTA-DAIGLE	JAIME	Director
FINEGAN	ALLISON	Teacher
FINNEY	DRAKE	Teacher
FINNEY	JULIA	Teacher
FLIGG	PATRICIA	Teacher
FRANZ-HATHAWAY	TABITHA	Teacher
FREI	CHESSA	Teacher
FRIESZ	KRISTEN	Teacher
GAGNON	CAMERON	Teacher
GAGNON	MEGAN	Teacher
GARCIA	ANNAMARIE	Teacher
GIBBS	CHRISTINA	Teacher
GIBBS	KELSEY	Teacher
GODSEY	ADELAIDE	Teacher
GOUGH	MICHELLE	Teacher
GRAY	LORI	Teacher
GRAY	NICOLE	Teacher
GRAY	TANIA	Teacher
GRISWOLD	NICHOLAS	Teacher
HAAS	TARRAGON	Teacher
HAGEN	ROSEANN	Teacher
HAGEST	BRIDGET	Teacher
HALL	JONI	Teacher
HALLS	HAYLEY	Teacher
HAMMER	JAMIE	Teacher
HANSEN	ALEXANDRA	Teacher
HARRIS	NISSA	Teacher
HARRISON	JUSTIN	Teacher
HECKEL	CHRISTINA	Teacher
HELART	ANDREA	Principal
HELMAN	BONNIE	Teacher
HENDRIKSEN	ALISON	Teacher
HENDRY	MARIE	Teacher
HESS	TODD	Supervisor
HIPOLITO	MARIA	Teacher
HOLMES	STEPHANIE	Teacher
HORTON	ALYSSA	Counselor
HUNTER	LAURA	Teacher
INGLESE	CHIARA	Teacher
INGLESE	PATRICIA	Teacher
INZALACO	GINO	Teacher
JACOBS	JAMIE-LEE	Teacher

CERTIFIED 2021-22

LAST NAME	FIRST NAME	POSITION
JACONI	ANNA	Teacher
JAYNES	KIMBERLY	Teacher
JOHNSON	JULIE	Teacher
KANE	DEBORAH	Teacher
KARNISH	VERONNA	Teacher
KEIRNS	ROBERT	Supervisor
KELLY	TANNER	Teacher
KENDRICK	KELSEY	Teacher
KERVIN	MARIE	Teacher
KIDDER	RITA	Interventionist
KING	REBEKAH	Teacher
KOCH	AMY	Teacher
KUCH	NICOLE	Teacher
KUEMERLE	LORI	Teacher
LADISLAS	KENYA	Teacher
LANG	EMILY	Teacher
LEE	COURTNEY	Teacher
LEHMANN	KIMBERLY	Teacher
LICARI	GENO	Teacher
LOVE	JESSICA	Teacher
MABO	JOY	Teacher
MALIN	AMY	Teacher
MANN	DEVIN	Teacher
MARTIN	SUSAN	Counselor
MCCLINTOCK	TIFFANY	Teacher
MCCOY	AUTUMN	Teacher
MCELWAIN	DENISE	Teacher
MCGUIRE	RAIGAN	Teacher
MEDLEY	PETER	Network Management
MERSING	NINA	Principal
MILLER	DONALD	Teacher
MILLER	JOHN	Teacher
MILLER	LEE	Interventionist
MILLER	MARTI	Counselor
MONTES	ANDREA	Teacher
MONTIEL	MORGAN	Teacher
MORGAN	LISA	Teacher
MORGAN	NICHOLAS	Teacher
MORRELL	RAMONA	Teacher
MOSCHETTI	MICKY	Teacher
MURPHY	JACQUELINE	Teacher
MURPHY	TIMOTHY	Teacher
MURRAY	MICHAEL	Director
MURRAY	SHANNON	Teacher
MUSSELMAN	CHRISTINA	Teacher

CERTIFIED 2021-22

LAST NAME	FIRST NAME	POSITION
NEECE	SHARON	Teacher
NIGG	LEE	Teacher
NIGG	THERESA	Teacher
NORMAN	KRISTAL	Teacher
NOVY	WADE	Teacher
NOWAKOWSKI	CAROL	Teacher
NUTT	RAICHEL	Teacher
OBLAK	ERYNNE	Teacher
OLSEN	CHRISTIE	Academic Coach
OLSEN	LARRY	Teacher
OLSON	CANDACE	Teacher
OLSON	RYAN	Psychologist
OSKOLKOFF	ALEXANDRA	Teacher
PARDINAS	JENNIFER	Teacher
PEHLING	DOUGLAS	Psychologist
PEHLING	REBECCA	Teacher
PICHARDO	CAROL	Teacher
POROSKY	ALISHA	Teacher
POWELL	TAYLER	Teacher
PROULX	CHRIS	Teacher
QUINN	ELAINE	Speech Therapist
RABIDEAU	KATHLEEN	Teacher
RACZUK	KRISTEN	Teacher
RAJPAL	KAITLYN	Teacher
RANGEL	REBEKAH	Teacher
READ	SUSAN	Speech Technician
ROBERTSON	BENJAMIN	Teacher
ROBERTSON	KATHLEEN	Counselor
ROBERTSON	NEREYDA	Teacher
ROBISON	OLIVIA	Teacher
ROCKWELL	KAREN	Teacher
ROGERS	KELLY	Teacher
ROMM	AMY	Teacher
ROMM	RICHARD	Teacher
RUSSO	CRISSIE-ANN	Teacher
SANCHEZ	SARA	Teacher
SAUTNER	VIRGINIA	Academic Coach
SCAVUZZO	JESSICA	Interventionist
SCHREIBER	KIMBERLY	Teacher
SCHWEIGERT	NANCY	Teacher
SEVASTAKIS	BLAIR	Teacher
SHAUER	SHELLIE	Teacher
SIDMAN	BREANNE	Teacher
SIEH	JILL	Interventionist
SILVERSTEIN	JOEL	Teacher

CERTIFIED 2021-22

LAST NAME	FIRST NAME	POSITION
SIMPSON	JOHN	Supervisor
SKEMP	SARAH	Counselor
SKOWERA	KARA	Psychologist
SMITH	MARCIA	Teacher
SMITH	TARA	Teacher
STAHL	CULLEN	Teacher
STANCIL	LIANE	Teacher
STANDAL	JULIE	Teacher
STEPHENS	MARANDAH	Teacher
STEWART	CHRISTINA	Teacher
STICKNEY	BRIANNA	Teacher
STICKNEY	CHARLES	Teacher
STONE	REBECCA	Superintendent
STROM	ANDREW	Teacher
SUETTERLIN	ERICA	Teacher
SULLINS	AMY	Teacher
TAFFE	ANNE	Supervisor
TARR	ELIZABETH	Counselor
TEFFT	KELLIE	Teacher
THOMAS	JOE	Teacher
THOMPSON	KARI	Teacher
THOMPSON	KARL	Teacher
THUNEMAN	JAMIE	Teacher
TODD	NICOLE	Interventionist
TOY	ANNE	Occupational Therapist
TRUILLO	KATHRYN	Teacher
ULMER	BRIAN	Teacher
ULMER	MEGHAN	Teacher
UPTON	HANNAH	Teacher
VAN WAGONER	NATHAN	Teacher
VAN WAGONER	PHALEN	Teacher
VESELY	HEIDI	Teacher
VISCAINO	ROGER	Teacher
VOAKES	MELISSA	Teacher
WALLER	MELISSA	Teacher
WALLS	JENA	Teacher
WASHINGTON	ERIKA	Teacher
WAYMAN	STEVEN	Teacher
WELDE	CHARLES	Teacher
WELDE	SHAWNN	Teacher
WEVER	MAX	Teacher
WHEELER	TAYLOR	Teacher
WHITE	LEE	Teacher
WIEMANN	ALICIA	Teacher
WILCOX	CARRIE	Teacher

CERTIFIED 2021-22

LAST NAME	FIRST NAME	POSITION
WILLIAMS	SHANNON	Assistant Principal
WOJCICKI	JEREMY	Teacher
WOLTER	AGNES	Director
WYBLE	MARK	Teacher
YATES	TAMARA	Principal
YOUNG	JEFFREY	Teacher
ZAMPOGNA	COURTNEY	Teacher
ZAMPOGNA	DUSTIN	Assistant Principal
ZARAGOZA	KRISTEN	Teacher
ZEMOJTEL	BRIAN	Teacher
ZEMOJTEL	JULIE	Teacher
ZIMMERMANN	MARTHA	Teacher
ZINK	NORMA	Teacher

NON-CONTINUING TO CONTINUING TEACHERS FOR 2021-22 SCHOOL YEAR

NAME	POSITION	LOCATION
Abarquez, Mary	Teacher Non-Continuing Year 3	Lake Havasu High School
Allor, Shannon	Teacher Non-Continuing Year 3	Jamaica Elementary
Blair, Deanna	Teacher Non-Continuing Year 3	Nautilus Elementary
Bonsang, Christina	Teacher Non-Continuing Year 3	Thunderbolt Middle School
Donoghue, Kathleen	Teacher Non-Continuing Year 3	Nautilus Elementary
Godsey, Adelaide	Teacher Non-Continuing Year 3	Smoketree Elementary
Gray, Lori	Teacher Non-Continuing Year 3	Lake Havasu High School
Haas, Tarragon	Teacher Non-Continuing Year 3	Nautilus Elementary
Jaconi, Anna	Teacher Non-Continuing Year 3	Starline Elementary
Lee, Courtney	Teacher Non-Continuing Year 3	Oro Grande Classical Academy
Mabo, Joy	Teacher Non-Continuing Year 3	Lake Havasu High School
McElwain, Denise	Teacher Non-Continuing Year 3	Havasupai Elementary
Powell, Tayler	Teacher Non-Continuing Year 3	Thunderbolt Middle School
Rajpal, Kaitlyn	Teacher Non-Continuing Year 3	Jamaica Elementary
Rangel, Rebekah	Teacher Non-Continuing Year 3	Oro Grande Classical Academy
Rogers, Kelly	Teacher Non-Continuing Year 3	Thunderbolt Middle School
Silverstein, Joel	Teacher Non-Continuing Year 3	Lake Havasu High School
Stickney, Charles	Teacher Non-Continuing Year 3	Thunderbolt Middle School
Thomas, Joe	Teacher Non-Continuing Year 3	Nautilus Elementary
Truillo, Kathryn	Teacher Non-Continuing Year 3	Thunderbolt Middle School
Van Wagoner, Nathan	Teacher Non-Continuing Year 3	Thunderbolt Middle School

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
CONTRACT OF EMPLOYMENT
2021-2022

This contract for employment is made between the Lake Havasu Unified School District No. 1 (hereinafter called the "Governing Board" or the "District" as appropriate) and FIRST LAST (hereinafter called the "Employee").

- I. **Position.** The duties and responsibilities of the Employee shall be all those certified and related duties which are assigned and delegated to the Employee as set forth in, and in accordance with, District policy, rules and regulations, applicable law, the job description for this Position and such other duties which are from time to time reassigned. The Employee agrees that the District has the right to redefine duties, as the District deems appropriate. Employee also agrees to devote such time, skill, labor, efforts and attention as is necessary to perform faithfully and fully the Employee's duties.

Job Title: **CERTIFIED** (hereinafter called the "Position")

- II. **Term.** Employee agrees to work the number of contract days as designated by the Governing Board, which may include in-service and/or training days. In the event it becomes necessary to close the schools because of an emergency condition, the designated days of the school calendar may be changed, but the number of contract days will remain the same.

Beginning Date.....7/27/2020

Ending Date.....5/21/2021

Number of Contract Days.....188

- III. **Compensation.** The District agrees to pay Employee compensation of Thirty Six Thousand Dollars and No Cents (\$XX,XXX.XX). In addition to the compensation outlined in this contract, Employee may be compensated for extra duties pursuant to District policy. In addition to the compensation outlined in this contract, Employee may be compensated for extra duties pursuant to District policy. If there is a discrepancy between the compensation stated in this contract and the compensation for which Employee feels that he/she is eligible, the salary as defined by the Governing Board action shall prevail.
- IV. **Adjustments.** Any adjustment made, during the contract, shall be in the form of an amendment and shall become a part of this contract. It is understood, however, that by amending, the District has not entered into a new contract, nor has the District altered the contract's termination date. However, the District may, by specific action, renew the existing contract, at which time the parties may re-negotiate the contract's terms.
- V. **Extensions.** Extensions of the current contract are at the sole discretion of the Governing Board and will be effective only by Governing Board action at an open, public meeting. The Employee shall have seven (7) days from the date of the official Governing Board action to accept, in writing, any contractual renewal, amendment or extension.
- VI. **Benefits.** Employee shall be entitled to those additional benefits, pertaining to the position, as may be annually approved by the Governing Board. The District will also provide the cost of the Employee's medical coverage and life insurance, as approved by Governing Board policy.
- VII. **Leave.** The Employee will be entitled to sick leave, holidays and other benefits as provided by Governing Board policy. Employee is not entitled to vacation pay.
- VIII. **Dismissal.** Throughout the term of this contract the Employee shall be subject to discharge for good and just cause, however, the Board may not arbitrarily or capriciously call for dismissal and the Employee shall have the right to service of written charges, notice of a hearing, and a fair hearing before the Board; all as set forth in district policy. If the Employee chooses to be accompanied by legal counsel at the hearing, any legal expenses incurred by the Employee shall be paid by the Employee.
- IX. **No Buy Out.** The Employee agrees that there will be no "buy out" of his/her contract during the term of this contract.
- X. **Retired Employees.** If Employee has returned to work after retirement and is currently receiving benefits from the Arizona State Retirement System, Employee acknowledges that employment is not subject to renewal. Employee is

not entitled to a hearing or other protections under Arizona Revised Statute Sections §15-538 through §15-543 and specifically agrees to the terms of A.R.S. Section §38-766.01, incorporated herein by reference.

- XI. **Evaluation.** The Employee will be evaluated at least once every school year by an immediate supervisor, per Governing Board policy. It is the Employee's obligation to remind his/her supervisor of the evaluation, and the failure to timely conduct an evaluation shall not be considered a breach of the District's duties under this contract.
- XII. **Classroom Site Fund.** Pursuant to A.R.S. Section §15-977 and provisions for the "classroom site fund," the District may receive additional funds for increases in teacher base compensation and teacher compensation based on performance. In the event the District receives monies from the classroom site fund, a teacher may be entitled to additional compensation based on performance if the teacher qualifies under the District's performance pay plan.
- XIII. **Arizona Standards.** Employee acknowledges that the District requires curriculum and instruction to be aligned with the Arizona academic standards. If employed as a teacher, Employee agrees to integrate the standards as appropriate to subject and grade level and to utilize effective research based strategies in instruction.
- XIV. **Conditional Contract.** This contract is contingent upon Employee furnishing and maintaining all required documentation and certification for the position as required by law and District policy, including but not limited to the following:
- A. Valid Arizona Department of Education certification for the position;
 - B. Valid Arizona Department of Health certification, if applicable;
 - C. Valid Arizona fingerprint clearance card;
 - D. Verification of previous teaching employment, if applicable.
- If employed as a teacher, Employee understands and agrees that he or she is not entitled to compensation for any period during which such certificates and/or endorsements and/or approved areas are not maintained and in effect. Notwithstanding this salary restriction, when Employee fails to maintain certification throughout the year, Employee can be paid at a substitute teacher rate for a maximum of 120 days where the Employee obtains a substitute teacher certificate.
- If employed as a teacher, Employee acknowledges that he or she is obligated to become "appropriately certified" in all core academic subjects. Failure to do so may be cause for dismissal.
- A teacher who holds an alternative teaching certificate, an emergency teaching certificate, or another type of nonstandard certificate that is valid for one (1) year or less, may be dismissed by the Governing Board effective ten (10) days after delivery of the notice of dismissal to the teacher without complying with the requirements of A.R.S. conditions found in §15-537, §15-538, or §15-541.
- XV. **Background/Fingerprint Check/Reporting of Arrest.** This contract is also conditioned upon satisfactory results of a background investigation. The District may refuse to hire or may terminate this contract if results of the investigation are not satisfactory or if statements made on the application or any other documentation is false. Employee agrees to immediately notify the Superintendent or Superintendent's designee of an arrest for or a charge with any non-appealable offense listed in A.R.S. Section §41-1758.03, Section B, or which may or does result in the revocation of Employee's driving privileges.
- XVI. **Performance.** The Employee shall fulfill all aspects of this contract, any exception thereto being only by mutual consent of the Governing Board and the Employee. Failure to fulfill the obligations agreed to in this contract will be viewed as a violation of district policy regarding staff ethics and may be reported by the District to the appropriate state educational authorities.
- XVII. **Reclassification.** It is expressly understood and agreed that the District shall have the right at any time in its sole discretion to reclassify the Employee to another position within the District. In that event, the Employee shall perform all duties incidental to the position to which the Employee is reclassified. The salary and other benefits of the Employee shall not, however, be reduced as a result of any reclassification.
- XVIII. **Resignation.** All resignations or requests to be released from contract shall be presented in writing to the Governing Board for approval. If an Employee resigns prior to completing his/her contractual obligation, Employee shall pay the District the sum of One Thousand Dollars and No/100 (\$1,000.00) in liquidated damages as and for a reasonable recruitment fee. Employee authorizes this amount to be taken out of his/her final paycheck or any other amount owed to Employee by the District on termination. An employee who resigns contrary to this policy shall be deemed to have committed an unprofessional act, which may be reported to the Arizona Department of Education.

- XIX. Governing Law.** This contract shall be governed in accordance with the laws of the State of Arizona, and any action to enforce the provisions of this contract shall be brought in the courts of the State of Arizona, and more specifically within the Superior Court of Mohave County.
- XX. Severability.** Should any part of this contract be rendered or declared invalid by a court of competent jurisdiction, the remaining portions of the contract shall remain in full force and effect.
- XXI. Exclusive Terms.** This contract contains all the terms agreed upon by the parties with respect to the subject matter of the contract and supersedes all prior agreements, arrangements, and communications.
- XXII. Compensation Contingencies.**
- A.** The compensation in Section III is contingent on final approval of the 2021-2022 budget as originally presented in accordance with the provisions of Arizona Revised Statute §15-905, and other applicable law.
- B.** This contract and the compensation, as discussed above, is offered based on the anticipated funding levels for fiscal year 2021-2022, as of the date this agreement is issued. However, funding cuts, delays, or other occurrences may cause reduced funding for the 2021-2022 school year. This includes any budget decisions made by the state legislature. The compensation is subject to the condition that State aid to the District, as provided in A.R.S. section §15-973, is not reduced because the actual or adjusted average daily membership is less than the average daily membership estimated in the budget.
- 1. General Compensation Reduction Notice.**
Employee is hereby given notice that if:
- the District's student base support level authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year;
 - the District fails to receive during the 2021-2022 fiscal year funds in the amount budgeted for such year;
 - the District does not receive funds that, as of the date of agreement issuance, the District anticipates receiving for use in the 2021-2022 fiscal year from the federal economic stimulus fund; or,
 - there are any cuts, delays, or other occurrences causing reduced funding as a result of State budget decisions. A general compensation reduction, if any, shall not exceed 10% of compensation due under this agreement.
- In addition to this notice, Employee shall be advised *twenty* (20) calendar days prior to a reduction in compensation pursuant to this section. Alternatively, and at the sole discretion of the Governing Board, the compensation set forth above can be modified.
- 2. Furlough.** Employee is hereby given notice that the Governing Board may require Employee to take a furlough of up to *seven* (7) days, unpaid, on days for which the Employee would normally receive pay. Employee will perform no duties on furlough days and may not use paid leave on furlough days. Dates of furlough days, if any, shall be designated by the District. Furloughs may or may not be required in addition to a general or pro rata compensation reduction as described in A and B of this section.
- 3. Conditional Agreement/Continuing Operation.** This contract is conditioned on the school or work location to which Employee is assigned remaining open and in full operation for the entire term of the agreement. If for any reason there is a school closure or reduction of operations at the school or work location assigned, compensation due shall be reduced pro rata as appropriate to reflect the portion of the contract term or hours that the services of Employee are required after the reduction or closure of operations.
- 4. Reduction in Force.** Employee is hereby given notice that the Governing Board may determine that the District will eliminate employees through a reduction in force.
- XXIII. Issuance.** Offer of this contract was authorized at a legally convened meeting of the Governing Board on the following date: January 19, 2021.
- XXIV. Acceptance/Signature.** The signed contract must be received by the Personnel Department or district assigned designee, unaltered, within **fifteen (15) business days** or the terms of this contract are revoked.



President, Governing Board

Employee Printed Name

Employee Signature

Date

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF SUPPORT STAFF FOR 2021-22 AND 2021-22 SUPPORT STAFF CONTRACTS/NOTICE OF AT-WILL EMPLOYMENT

SUBMITTED BY: Jaime Festa-Daigle, Director, Personnel/Technology

DATE FOR BOARD CONSIDERATION: April 13, 2021

RECOMMENDATION:

1. It is recommended that the Governing Board approve the following support positions with the district for the 2021-22 school year.
 - Support Staff
2. It is recommended that the Governing Board approve the 2021-22 Support Staff Contracts/Notice of At-Will Employment.

Approved for Transmittal to Governing Board



Superintendent

SUPPORT 2021-22

LAST NAME	FIRST NAME	POSITION
BAKER	SEAN	Supervisor
CLARK	ALEXIS	Information Management
FLEMING	TERRY	Executive Secretary
HESS	TODD	Supervisor
MEDLEY	PETER	Network Management
SIMPSON	JOHN	Supervisor
TAFFE	ANNE	Supervisor
TOY	ANNE	Occupational Therapist
ABRAHAM	AVA	Bus Monitor
ANGUS	STACY	Administrative Assistant
ANSELM	MELANIE	Custodian
APALATEGUI	BONNIE	Paraprofessional
ARNOLD	MYLEE	Paraprofessional
ATFIELD	ALLISON	Custodian
ATKINS	DENISE	Psychologist Assistant
AUSTIN	LINDA	Paraprofessional
BAGBY	BAILEY	Personal Care Assistant
BALTINS	KENDRA	Security Guard
BARTLEBAUGH	CHERI	Paraprofessional
BAUER	TRAVIS	HVAC
BELCASTRO	KAYLA	Bus Driver
BELL	ASHLEY	Administrative Assistant
BENDER	K'LEE	Duty Aide
BERSTLER	FAITH	Nurse
BLANCHARD	SUSAN	Staff Assistant
BLISS	CRYSTAL	Personal Care Assistant
BOLINGER	CINDY	Custodian
BOLINGER	SHANE	HVAC
BOWES	LINDA	Administrative Assistant
BRAMLETT	REBECCA	Computer Lab Manager
BRANCH	ANN	Paraprofessional
BREAZEL	BONNIE	Specialist
BREAZEL	DAVID	Custodian
BREAZEL	JONATHAN	Facility Service Person
BROOKS	KELLEE	Personal Care Assistant
BUCHHOLZ	BRENT	Mechanic
BUCKENBERGER	DANIEL	Bus Driver
CARMONA	RALPH	Activity Bus Driver
CARTER	DEBORAH	Custodian
CASE	FREDERICK	Activity Bus Driver
CATERINA	DANIEL	Facility Service Person
CHAPIN	ALYSON	Personal Care Assistant
CHAPIN	STEPHANIE	Personal Care Assistant
CHINEN-SMITH	AUSTIN	Computer Tech
CHINEN-SMITH	HANNAH	Custodian

LAST NAME	FIRST NAME	POSITION
CHRUSCIEL	STEPHEN	Custodian
CLEVELAND	TINA	Paraprofessional
COLLINS	CARA	Personal Care Assistant Part Time
COLLINS	JOANNE	Bus Monitor
CONROY	CARMELA	Custodian
COOPER	HOWARD	Bus Driver
CORMIER	ELISE	Administrative Assistant
CRABTREE	SARAH	Personal Care Assistant
CRAWFORD	NEVA	Bus Driver
CREW	ANN	Paraprofessional
CROOK	ERIKA	Paraprofessional
CROSS	MARTHA	Media Assistant
D'ANJOU	LENDIA	Media Assistant
DAVIS	JULIE	Computer Lab Manager
DAVIS	WARD	Custodian
DELGADO	CECILIA	Duty Aide
DELGADO	MICHAELA	Paraprofessional
DEMAURO	KELLY	Administrative Assistant
DES PRES	SHELLEY	Administrative Assistant
DEWITT	CHRISTY	Bus Monitor
DICKERSON	CAROL	Office Assistant
DINNEN HOFT	STEVEN	Groundskeeper
DINSMORE	JACOB	Personal Care Assistant
DIXON	DELANO	Duty Aide
DIXON	TRACY	Office Assistant
DRUNGLE	JOEYLIN	Personal Care Assistant
DUDEK	AMY	Personal Care Assistant
DUNLOP	KARI	Specialist
DUTTON	TAMMIE	Nurse
EBERLING	KATHLEEN	Duty Aide
EDMISTON	RICHARD	Custodian
ENRIQUEZ	DENNIS	Security Guard
ENRIQUEZ	MARIA	Bookstore Manager
FECHER	CATHY	Office Assistant
FIX	BEVERLY	Bus Driver
FIX	JULIE	Paraprofessional
FLORES	GINA	Web Management
FOX	JAMES	Security Guard
FRAUSTO	MARICELA	Personal Care Assistant
FRENCH	HEATHER	Duty Aide
FUENTES	LESLI ANA	Part Time Interpreter
GALEA	FRANCINE	Staff Assistant
GALLEGOS	CLAUDINE	Personal Care Assistant
GARCIA	BERONICA	Paraprofessional
GARCIA-GOMEZ	MARY	Personal Care Assistant
GEARY	CHERYL	Paraprofessional
GEORGE	CALI	Administrative Assistant

LAST NAME	FIRST NAME	POSITION
GILMORE	MIKYLA	Administrative Assistant
GOLDBACH	JORIAN	Office Assistant
GOLDSBY	CECILE	Bus Driver
GOMEZ	JENNY	Paraprofessional
GONZALEZ	BARBARA	Paraprofessional
GREEN	BARBARA	Administrative Assistant
GREEN	DAVID	Custodian
GREENE	CAROL	Personal Care Assistant
HALFACRE-BUIE	MARY	Physical Therapist
HALL	DEBORAH	Office Assistant
HANSEN	ARLEEN	Media Assistant
HARRINGTON-BURGER	CARY	Duty Aide
HAUS	JESSICA	Paraprofessional
HAYES	CRYSTAL	Paraprofessional
HAYES	ROBERTA	Administrative Assistant
HENSEL	DESIREE	Paraprofessional
HERNANDEZ	YVETTE	Nurse
HERNON	PATRICIA	Personal Care Assistant
HOFFMAN	KAY	Personal Care Assistant
HOOPES	BRAD	Compuer Tech
HORVATH	ERIN	Specialist
HUBBARD	DORINE	Personal Care Assistant
HUBERT	KATHRYN	Media Assistant
HULL	TIFFANY	Personal Care Assistant
JACONI	CYNTHIA	Personal Care Assistant
JAKUBIK	BETTY	Physical Therapy Assistant
JANECEK	DEBRA	Staff Assistant
JANECEK	DONNA	Personal Care Assistant
JOHNSON	HANNAH	Administrative Assistant
JOHNSON	RITA	Custodian
JOHNSON	SYDNEE	Staff Assistant
KAYE	STEVEN	Paraprofessional
KEELE	MATTHEW	Plumber
KING	VICKIE	Personal Care Assistant
KITCHEL	DANICA	Administrative Assistant
KNIGHT	GREGORY	Facility Service Person
KNIGHT	TAMMARA	Nurse
KOSTERS	TEONI	Personal Care Assistant
KRUEGER	VICKI	Duty Aide
KRYSTEK	SHANNON	Personal Care Assistant
KULP	GAIL	Substitute Coordinator
LANE	CATHERINE	Personal Care Assistant
LAWSON	JULIANE	Paraprofessional
LAY	MICHELLE	Office Assistant
LITTLE	KEITH	Groundskeeper
LOGSDON	RICHARD	Compuer Tech
LONG	JUDY	Office Assistant

LAST NAME	FIRST NAME	POSITION
LONGI	JUSTIN	Mechanic
LOPEZ	ANDREA	Personal Care Assistant
LOPEZ	CARRIANNE	Paraprofessional
LOPEZ	JULIAN	Groundskeeper
LUCAS	CANDICE	Paraprofessional
LUCAS	DEANNE	Computer Lab Manager
MAGUIRE	ERIN	Duty Aide
MARTIN	CHERYL	Bus Driver
MASCORRO	JUAN	Custodian
MASUNAS	CHERI	Personal Care Assistant
MAXWELL	JANIECE	Personal Care Assistant
MAYS	TERESA	Personal Care Assistant
MCDONALD	MONIQUE	Paraprofessional
MCDUGALL	GREGORY	Activity Bus Driver
MCGRATH-CARLSON	MARGARET	Homebound Teacher
MCKENDRICK	JENNIFER	Computer Lab Manager
MCMURRAY	VERNON	Facility Service Person
MEIXNER	MICHAEL	Facility Service Person
MELI	SABRINA	Paraprofessional
MILLER	JESSICA	Administrative Assistant
MILLER	LAURA	Certified Occupational Therapy Assistant
MILLER	SHERRY	Administrative Assistant
MILLON	SUZANNE	Paraprofessional
MILLS	SHELLEY	Personal Care Assistant
MOLINA	DEBRA	Specialist
MONDA	JAMES	Maintenance Specialist
MORENO	ELAINE	Paraprofessional
MORGAN	BRITNEY	Custodian
MORGAN	DANNY	Facility Service Person
MORGAN	NAOMI	Specialist
MORRISON	KELLY	Specialist
MORTENSON	KRISTIN	Office Assistant
MORTLAND	GREG	Bus Driver
MOULTON	KALEB	Custodian
MOULTON	LAURA	Specialist
MURPHY	LORI	Paraprofessional
NELSON	JOEL	Custodian
NEWTON	CAROL	Registrar
OLIVER	JANETTE	Personal Care Assistant
OSBURN	KASEY	Custodian
PAGE	DIANNA	Media Assistant
PARNELL	JACK	Warehouse Assistant
PLATTE	NANCY	Activity Bus Driver
PRICE	SANDRA	Bus Driver
RAMIREZ	GUADALUPE	Custodian
RAMOS MORRIS	DEANNA	Administrative Assistant
REYNOLDS	BRANDON	Groundskeeper

LAST NAME	FIRST NAME	POSITION
RIESS	JACQUELINE	Bus Driver
RIGGERT	ERIN	Speech/Language Pathology Assistant
RODRIGUEZ	CRYSTAL	Paraprofessional
ROSEN	RUSSELL	Compuer Tech
ROYER	THOMAS	Personal Care Assistant
RUTHERFORD	SHANA	Personal Care Assistant
SALAS	FROILAN	Facility Service Person
SALAS	KIMBERLY	Custodian
SALGUEIRO	CINTHYA	Staff Assistant
SANDLIN	MONTE	Facility Service Person
SAVOIE	JUANA	Personal Care Assistant
SCHENDEL	PEGGY	Paraprofessional
SCHENDEL	SUSAN	Compuer Tech
SCHMELING	GEORGE	Custodian
SCHULER	KATHIE	Specialist
SEARS	MICHELLE	Personal Care Assistant
SEPULVEDA	MATTHEW	Paraprofessional
SHARPBACK	MICHELLE	Paraprofessional
SHEPICH	FRANK	Custodian
SILVER	JENNIFER	Custodian
SILVERMAN	SANDRA	Dispatcher
SIMPSON	TINA	Office Assistant
SMITH	BARBARA	Paraprofessional
SMITH	PAULA	Bus Driver
SONGER	TAHISHA	Duty Aide
SORENSEN	ERIK	Facility Service Person
STALNAKER	JULIE	Office Assistant
STEPHAN	LEWIS	Carpenter
STREETER	JULIE	Bus Driver
STRUVE	PAULA	Nurse
SUGG	SPENCER	Computer Lab Manager
SUITOR	BRIDGET	Paraprofessional
SWAN	TERRI	Bus Driver
SYLVA	STEVE	Groundskeeper
TAYLOR	ASHLEY	Administrative Assistant
TAYLOR	DEBRA	Paraprofessional
TESTA	ANTHONY	Facility Service Person
THACKER	BARBARA	Bus Monitor
THOMAS	CINDY	Media Assistant
TIMMERMAN	ANGELA	Media Assistant
TIMMONS	MARIE	Homebound Teacher
TORGERSON	MELANIE	Compuer Tech
TORRES	JUSTIN	Paraprofessional
TORRES	LYNEE	Paraprofessional
TOY	DWAYNE	Custodian Part Time
TREMAINE	BRIAN	Electrician
TROPPE	CHERYL	Specialist

LAST NAME	FIRST NAME	POSITION
TURNER	MEGAN	Nurse
TURTON	DELIA	Duty Aide
UEBERROTH	DEBRA	Bus Monitor
UEBERROTH	ROBERT	Bus Driver
UNJIAN	CARISSA	Paraprofessional
UNJIAN	TRISHA	Paraprofessional Part Time
VAN HORN	RITA	Personal Care Assistant
VANDENHEUVEL	BILLIE	Administrative Assistant
VASQUEZ	SABRINA	Paraprofessional
VERDONE	AVALON	Paraprofessional
VILLALOBOS	MARILYN	Office Assistant
VILLALOBOS	RYANNA	Paraprofessional
WALKER	JOANN	Staff Assistant
WALLENTINE	KRISTIN	Staff Assistant
WEAVER	ROSECORA	Media Assistant
WELCH	EDWARD	Groundskeeper
WELCH	ELIZABETH	Office Assistant
WERT	ANGELINA	Bus Driver
WHITE	CAROLYN	Administrative Assistant
WHITESIDE	PAULINE	Specialist
WILLIAMS	BECKY	Personal Care Assistant
WOODRUFF	NICOLE	Paraprofessional
WYSOCKI	SHANNAH	Staff Assistant
ZINK	LINDSAY	Duty Aide

**LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
NOTICE OF AT-WILL EMPLOYMENT
2021-2022**

This at-will agreement is made between the Lake Havasu Unified School District No. 1 (hereinafter called the "Governing Board" or the "District" as appropriate) and FIRST LAST (hereinafter called the "Employee").

- I. **Position.** The duties and responsibilities of the Employee shall be all those duties which are assigned and delegated to the Employee as set forth in, and in accordance with, District policy, rules and regulations, applicable law, the job description for this Position and such other duties which are from time to time assigned. The Employee agrees that the District has the right to redefine duties, as the District deems appropriate. Employee also agrees to devote such time, skill, labor, efforts and attention as is necessary to perform faithfully and fully the Employee's duties.

Job Title: **OFFICE ASSISTANT** (hereinafter called the "Position")

- II. **Term.** Employee agrees to work the number of contract days as designated by the Governing Board which may include in-service and/or training days. In the event it becomes necessary to close the schools because of an emergency condition, the designated days of the school calendar may be changed, but the number of contract days will remain the same.

Beginning Date7/14/2020
Ending Date5/21/2021
Number of Work Days.....197

- III. **Compensation.** The Employee will be paid an hourly wage of **\$12.00**. In addition to the compensation outlined in this contract, Employee may be compensated for extra duties pursuant to District policy. If there is a discrepancy between the compensation stated in this agreement and the compensation for which Employee feels that he/she is eligible, the salary as defined by Governing Board action shall prevail.
- IV. **Adjustments.** Any adjustment made, during this agreement, shall be in the form of an amendment and shall become a part of this agreement. It is understood, however, that by amending, the District has not entered into a new agreement, nor has the District altered the agreement's termination date. However, the District may, by specific action, renew the existing agreement, at which time the parties may re-negotiate the agreement's terms.
- V. **Extensions.** Extensions of the current agreement are at the sole discretion of the Board and will be effective only by Board action at an open, public meeting. The Employee shall have *seven (7)* days from the date of the official Board action to accept, in writing, any agreement renewal, amendment or extension.
- VI. **Benefits.** Employee shall be entitled to those additional benefits, pertaining to the position, as may be annually approved by the Governing Board. The District will also provide the cost of the Employee's medical coverage and life insurance, as approved by Governing Board policy.
- VII. **Leave.** The Employee will be entitled to sick leave, holidays and other benefits as provided by Governing Board policy.
- VIII. **Dismissal.** As a support staff employee, the employment may be terminated by the District or by Employee, with or without cause. This is an at-will employment arrangement.
- IX. **Retired Employees.** If Employee has returned to work after retirement and is currently receiving benefits from the Arizona State Retirement System, Employee acknowledges that employment is not subject to renewal. Employee is not entitled to a hearing or other protections under Arizona Revised Statute Sections §15-538 through §15-543 and specifically agrees to the terms of A.R.S. Section §38-766.01, incorporated herein by reference.
- X. **Evaluation.** The Employee will be evaluated at least once every school year by an immediate supervisor, per Governing Board policy. It is the Employee's obligation to remind his/her supervisor of the evaluation, and the failure to timely conduct an evaluation shall not be considered a breach of the District's duties under this agreement.
- XI. **Performance.** The Employee shall fulfill all aspects of this agreement, any exception thereto being only by mutual consent of the District and the Employee. Failure to fulfill the obligations agreed to in this agreement will be viewed as a violation of district policy regarding staff ethics and may be reported by the District to the appropriate agency.

- XII. **Reclassification.** It is expressly understood and agreed that the District shall have the right at any time in its sole discretion to reclassify the Employee to another position within the District. In that event, the Employee shall perform all duties incidental to the position to which the Employee is reclassified. The salary and other benefits of the Employee shall not, however, be reduced as a result of any reclassification.
- XIII. **Resignation.** All resignations or requests are presented in writing to the Governing Board.
- XIV. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Arizona, and any action to enforce the provisions of this agreement shall be brought in the courts of the State of Arizona, and more specifically within the Superior Court of Mohave County.
- XV. **Severability.** Should any part of this agreement be rendered or declared invalid by a court of competent jurisdiction, the remaining portions of the agreement shall remain in full force and effect.
- XVI. **Exclusive Terms.** This agreement contains all the terms agreed upon by the parties with respect to the subject matter of this agreement and supersedes all prior agreements, arrangements, and communications.
- XVII. **Compensation Contingencies.**
- A. The compensation in Section III is contingent on final approval of the 2021-2022 budget as originally presented in accordance with the provisions of A.R.S. §15-905, and other applicable law.
- B. This agreement and the compensation, as discussed above, is offered based on the anticipated funding levels for fiscal year 2021-2022, as of the date this agreement is issued. However, funding cuts, delays, or other occurrences may cause reduced funding for the 2021-2022 school year. This includes any budget decisions made by the state legislature. The compensation is subject to the condition that State aid to the District, as provided in A.R.S. section §15-973, is not reduced because the actual or adjusted average daily membership is less than the average daily membership estimated in the budget.
1. ***General Compensation Reduction Notice.***
Employee is hereby given notice that if:
- the District's student base support level authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year;
 - the District fails to receive during the 2021-2022 fiscal year funds in the amount budgeted for such year;
 - the District does not receive funds that, as of the date of agreement issuance, the District anticipates receiving for use in the 2021-2022 fiscal year from the federal economic stimulus fund; or,
 - there are any cuts, delays, or other occurrences causing reduced funding as a result of State budget decisions. A general compensation reduction, if any, shall not exceed 10% of compensation due under this agreement.
- In addition to this notice, Employee shall be advised *twenty* (20) calendar days prior to a reduction in compensation pursuant to this section. Alternatively, and at the sole discretion of the Governing Board, the compensation set forth above can be modified.
2. ***Furlough.*** Employee is hereby given notice that the Governing Board may require Employee to take a furlough of up to *seven* (7) days, unpaid, on days for which the Employee would normally receive pay. Employee will perform no duties on furlough days and may not use paid leave on furlough days. Dates of furlough days, if any, shall be designated by the District. Furloughs may or may not be required in addition to a general or pro rata compensation reduction as described in A and B of this section.
3. ***Conditional Agreement/Continuing Operation.*** This agreement is conditioned on the school or work location to which Employee is assigned remaining open and in full operation for the entire term of the agreement. If for any reason there is a school closure or reduction of operations at the school or work location assigned, compensation due shall be reduced pro rata as appropriate to reflect the portion of the agreement term or hours that the services of Employee are required after the reduction or closure of operations.
4. ***Reduction in Force.*** Employee is hereby given notice that the Governing Board may determine that the District will eliminate employees through a reduction in force.

XVIII. **Issuance.** Offer of this agreement was authorized at a legally convened meeting of the Governing Board on the following date: **January 19, 2021**.

XIX. **Acceptance/Signature.** The signed agreement must be received by the Personnel Department or district assigned designee, unaltered, within **fifteen (15) business days** or the terms of this agreement are revoked.



President, Governing Board

Employee Printed Name

Employee Signature

Date

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF DISTRICT PROVIDED RETIREE INSURANCE BENEFIT SUBSIDY AND PHASED SUBSIDY REDUCTION PLAN

SUBMITTED BY: Rebecca Stone, Superintendent
Michael Murray, Director of Business Services
Jaime Festa-Daigle, Director of Personnel/Technology

DATE FOR BOARD CONSIDERATION: March 31, 2021

RECOMMENDATION:

It is recommended the Governing Board retroactively approve a district provided retiree insurance benefit subsidy and phased subsidy reduction plan.

RATIONALE:

The district completes the Arizona State Retirement System (ASRS) – Employer Health Insurance Plan/Premium Breakdown Table, annually. This year, the payroll department noticed a change to the form. The form shows a revision date of 1/29/2020. The form included the question, Is any portion of this premium being paid by the employer? Yes/No. The question is followed by a Note, which references ARS 38-783. The payroll department did reach out to ASRS to seek clarification on the revised form. After several emails and phone conversations with ASRS, it was confirmed that those who retired after August 2, 2012 are not eligible for Premium Benefit Payments from ASRS.

The district does pay a portion of eligible retiree insurance premiums. As a result, retirees are not eligible to receive ASRS Premium Benefit Payments of \$150/mo. for the retiree and a total of \$110/mo. for any and all dependents that a retiree is insuring.

As this was discovered after the start of the school year and communication to seek clarification and attempts to appeal, based on verbiage contained in statute, the district is seeking retroactive approval to subsidize the premium benefit for FY21. The district also proposes a phased subsidy reduction to assist retirees in adjusting to the absence of the ASRS Premium Benefit.

The proposed phased subsidy for the \$150/mo. for the retiree and a total of \$110/mo. for any and all dependents that a retiree is insuring is as follows:

FY21 – retroactive 100%
FY22 – 100%
FY23 – 50%
FY24 – 0%

This item has been reviewed by the Business Department and Legal.

Approved for Transmittal to Governing Board


Superintendent